

MAIN OFFICE 600
BEFORE THE OIL CONSERVATION COMMISSION
STATE OF NEW MEXICO

*Sent to
Copies of report
to Jackson
& sent to
Francis Harvey
on 5/23/44*

APPLICATION OF R. E. JACKSON FOR
THE COMPULSORY POOLING OF INTERESTS
IN THE SW/4 OF SECTION 28, TOWNSHIP
29 NORTH, RANGE 10 WEST, N.M.P.M.,
AZTEC-PICTURED CLIFFS GAS POOL, SAN
JUAN COUNTY, NEW MEXICO.

CASE NO. 1138

APPLICATION

Comes now R. E. Jackson and makes application for an order pooling the rights and interests of all persons having the right to drill for, produce, or share in the production of oil, gas and liquid hydrocarbons, or any of them, underlying the SW/4 of Section 28, Township 29 North, Range 10 West, N.M.P.M., in the Aztec-Pictured Cliffs Gas Pool, San Juan County, New Mexico, upon such terms as may be just and reasonable, as provided by law, and in support thereof alleges:

1. That R. E. Jackson, applicant herein, is the owner and holder of oil and gas mineral leases upon and covering an undivided 5/7ths mineral interest in and to the N/2 SW/4 of said Section 28.
2. That the remaining 2/7ths undivided mineral interest, as applicant is reliably informed and believes, is held by Stanolind Oil and Gas Company, and is operated by Francis L. Harvey, P. O. Box 990, Wichita Falls, Texas, under a farmout agreement.
3. That said 2/7ths undivided mineral interest in the N/2 SW/4 of said Section 28 has been pooled with lands in the S/2 SW/4 for the formation of a 160-acre unit for the production of gas from the Aztec-Pictured Cliffs Gas Pool, as applicant is informed and believes.
4. That Francis L. Harvey, as operator, has heretofore drilled and completed for the production of gas from the Pictured Cliffs Formation his Bruington Pooled Unit Well No. 1, located 990 feet from the west line and 990 feet from the south line of

the SW/4 of said Section 28, and dedicated thereto said SW/4, as shown by the gas well plat heretofore filed with the Commission.

5. That said Francis L. Harvey, as operator of the Bruington Pooled Unit Well No. 1, has refused to pool or communitize the interest held by him with those of applicant for the formation of a standard drilling and proration unit, though requested to do so.

6. That an allowable based upon the full 160 acres comprising the SW/4 of said Section 28 has heretofore been assigned to the Bruington Pooled Unit Well No. 1.

7. That unless the interests of applicant are pooled, as requested herein, applicant and his lessors will be deprived of the opportunity to recover their just and equitable share of the oil and gas underlying their lands, and will be denied their right to recover their fair share of the reserves in the Aztec-Pictured Cliffs Gas Pool, and correlative right will not be protected.

Wherefore, applicant prays that this application be set for hearing before an examiner in Santa Fe, New Mexico, at the earliest practicable date, and that, after notice and hearing, as required by law, the Oil Conservation Commission enter its order pooling all of the interests in the SW/4 of Section 28, Township 29 North, Range 10 West, N.M.P.M., and for such other and further relief as may be just and proper.

Respectfully submitted,

R. E. Jackson

By


Attorney for Applicant
Santa Fe, New Mexico

Virginia A. Fittell
Recorded Book 5
Page 559

STATE OF NEW MEXICO :

: SS

IN THE PROBATE COURT

COUNTY OF SAN JUAN :

In the matter of the estate of |
Katrine Elizabeth Anderson and |
Hans Anderson, both deceased. |

No. 896

FINAL DECREE

This cause coming on regularly for hearing this 13th day of November, 1946 and the Court having examined the files and records herein and being otherwise sufficiently advised, now finds:

1. That Hans Anderson and Katrine Elizabeth Anderson during their lifetime were husband and wife and were the owners of the following described property situate in said County of San Juan and State of New Mexico, to-wit:

The South half of the Southeast quarter of Section 19;
The East half of the West Half of the NE $\frac{1}{4}$ of Section 30;
The South half of the Northwest quarter, the North Half of the Southwest quarter of Section 28, and that part of the SE $\frac{1}{4}$ of said Section 28 lying South of the San Juan River, all in Township 29 North of Range 10 West, N.M.P.M.

that said property was community property of the said Katrine Elizabeth Anderson and Hans Anderson.

2. That the said Katrine Elizabeth Anderson died intestate on November 20, 1922 and was at the time of her death, a resident of said County and leaving as her sole heirs her surviving widower, Hans Anderson, now deceased; Clara McDaniel, a daughter, Bloomfield, New Mexico; Leonard Anderson, son, Kimberly, Nevada; Anna Valintine, daughter, Manassa, Colorado; Mary Downing, daughter, 1507 S. Wellesley Avenue, Los Angeles 25, California; Fred Anderson, son, R. 1 Box 177, Morganhill, California; Levi Anderson, son, Plymouth, Idaho.

3. That the said Hans Anderson died intestate on April 27, 1936 and was, at the time of his death, a resident of said county and leaving as his sole heirs the children mentioned in paragraph 2 above and said heirs are all over the age of 21 years.

4. That on the 9th day of September, 1946 Clara McDaniel, one of the above heirs, filed her Petition herein setting out the facts above and giving the description of the property formerly owned by said deceased persons and the reasonable value thereof, and that both of said persons have been dead for more than six years and no administration had been had on the estates of either

ILLEGIBLE

2 - Final Decree - Anderson

Hans Anderson or Katrine Elizabeth Anderson and that no other property, real or personal, was owned by the said Hans Anderson and-or ^{said} ~~the~~ Katrine Elizabeth Anderson at the time of their respective deaths and praying for an order herein by the Court determining the heirs of such deceased persons, the interest of each respective claimant thereto or therein and the persons entitled to the distribution thereof.

5. That said Petition was filed in duplicate and one copy thereof was forwarded to the Bureau of Revenue of the State of New Mexico for the determination of succession taxes and on file herein is a Certificate of "No Tax Due" issued In The Matter of the Estate of Katrine Elizabeth Anderson and Hans Anderson, dated September 26, 1946 and by reason thereof the Court finds that the above described property is not subject to any succession or inheritance tax and that no inheritance or succession tax is due or payable in the matter of the Estate of Katrine Elizabeth Anderson and-or Hans Anderson.

6. That the Petition filed herein is in proper form and the allegations contained therein are true.

7. That due and proper notice of the hearing hereon at this time and place has been duly had and given and published in the Aztec Independent-Review, a legal, weekly newspaper, published and of general circulation in said San Juan County, in the issues of September 27, October 4, 11 and 18, 1946, as is shown by Proof of Publication on file herein; That also filed herein is a certificate by the Clerk of this Court, showing that a true copy of the Notice of Hearing herein was deposited in the United States Post Office at Aztec, New Mexico, with postage prepaid to each of the following persons: Leonard Anderson, Kimberley, Nevada; Anna Valintine, Manassa, Colorado; Mary Downing, 1507 S. Wellesley Ave., Los Angeles, Calif.; Fred Anderson, R. 1 Box 177, Morganhill, Calif.; Levi Anderson, Plymouth, Idaho, and that a copy of said notice was posted at the front door of the Court House all on the 24th day of September, 1946 and on file herein is an Appearance filed by Clara McDaniel, wherein she acknowledges receipt by her of a copy of said notice of Hearing and consents that said hearing be held on this date without any other or further notice to her.

8. That all notices required by law herein have been duly had and given and the Court has jurisdiction of all parties and interests.

Final Decree - Anderson

9. That the sole and only heirs of Katrine Elizabeth Anderson, deceased and of Hans Anderson, deceased, are the following named children: Clara McDaniel, Leonard Anderson, Anna Valintine, Mary Downing, Fred Anderson and Levi Anderson, and as such heirs, the Court finds they are the absolute owners of all property standing in the record name of Katrine Elizabeth Anderson and-or Hans Anderson, both deceased, including the real estate above described.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that the sole heirs at law of Katrine Elizabeth Anderson, deceased and Hans Anderson, deceased are their following named children: Clara McDaniel, Leonard Anderson, Anna Valintine, Mary Downing, Fred Anderson and Levi Anderson, and they are hereby Decreed to be the sole and absolute owners, in equal, undivided shares, in and to the property hereinbefore described and any other property of record in the name of Katrine Elizabeth Anderson and-or Hans Anderson, at the time of their respective deaths.

Dated at Aztec, New Mexico this 18th day of November, 1946.

John M. Thomas
Probate Judge

Attest:

Suzanna G. Kettell
Clerk of the Probate Court

RECORDED

THIS AGREEMENT, Entered into this the 10th day of October 1955

between Mrs. Verda Anderson Attridge and C. A. Attridge (her husband)

and A. B. Jackson, of Farmington, New Mexico hereinafter called lessee, does witness:

1. That lessee, for and in consideration of the sum of \$1000 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessor the land hereinafter described land with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining and erecting for, producing and saving all of the oil, gas, condensate, gas condensate, gas, steam and all other gases and their respective constituents, vapors, and for constructing roads, laying pipe lines, building tanks, starting all, building pressure stations, telephones, lines and other structures the same necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and market all of such substances, and for hiring and boarding employees, said tract of land with any reversionary rights therein being situated in the County of San Juan State of New Mexico and described as follows:

The East one-half of the West half of the Northeast quarter in Section 30 (1/2 of the 1/2 of the NE 1/4) The South one-half of the Southeast quarter (S 1/2 SE 1/4) Section 19. The South one-half of the Northwest quarter and the North one-half of Southwest quarter (S 1/2 NW 1/4) All in township 29 North, range 10 West, (N.M.P.M.) In Section 28

in Section 30, 19, 28 Township 29 North Range 10 West and containing 280 acres, more or less.

2. This lease shall remain in force for a term of ONE (1) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a production lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's said risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3 day of October 1956, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the sum of \$1000 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the land. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. Its wells shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back of lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the lease and land unitized, which instrument shall cover the gas rights only and comprise an area not exceeding approximately 600 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the land within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be by all owners of minerals under the lease and shall satisfy the rental provision of this lease as to all of the land covered thereby; Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Mrs. Verda Anderson Attridge (SEAL)
C. A. Attridge (SEAL)



(SEAL)
(SEAL)
(SEAL)
(SEAL)

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Jay...
CASE 1138 *2*

73

B W

OIL AND GAS LEASE Form 28 (PRODUCERS REVISED)

3rd November

55

THIS AGREEMENT, Entered into this the

Mary Downing and Paul Downing Boron California

and R. E. Jackson of Farmington New Mexico

1.00

1. That lessor, for and in consideration of the sum of 1.00 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the land hereinafter described...

San Juan State of New Mexico and described as follows:

The South One-half of the Southeast Quarter, (S1/2SE1/4) of Section 19, The East one-half of the West one-half of the Northeast Quarter (E1/2W1/2) of Section 30, The South one-half of the Northwest Quarter, (S1/2NW1/4) of Section 28, Township 29 North Range 10 West and containing 280 acres, more or less.

2. This lease shall remain in force for a term of One year and as long thereafter as oil, gas, coalbed methane gas, coalbed methane or any of the products covered by this lease is or can be produced. 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises...

Bank at or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of \$100,000.00 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date...

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties at any time due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof...

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing areas of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof).

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres.

17. This lease and all its terms, conditions and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written. Mary Downing (SEAL) Paul Downing (SEAL) R. E. Jackson (SEAL)

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
CASE 1138 EXHIBIT No. 3

75

B W

OIL AND GAS LEASE

FORM 88 (PRODUCERS REVISED)

THIS AGREEMENT, Entered into this the 17th day of November 55

between F.M. McDaniel and Clara Anderson McDaniel (his wife)
Blomfield New Mexico hereinafter called lessor.

and R.E. Jackson of Farmington New Mexico hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of _____

SAN JUAN State of NEW MEXICO and described as follows:
The South one-half of the Southeast Quarter of Section 19, (S₁SE₁)
The East one-half of the West one-half of the Northeast Quarter Sec-30,
The South one-half of the Northwest Quarter and the North one-half
of the Southwest Quarter of Section 28,

in Section 19,30,28, Township 29 North Range 10 West N.M., E.M. containing 280 acres

2. This lease shall remain in force for a term of _____ years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for all of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 8 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____, 19____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the _____

Citizens National Bank at Aztec New Mexico or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of XXXXXXXXXXXX Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs heretofore governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back of lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to effect wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any governmental authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary to the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is rescinded and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the lease and land unitized, which unitization shall cover the rights only and comprise an area not exceeding approximately 600 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lease within such unitized area bear to the interests under all of the lands in the unitized area. Any well drilled on such well shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby; Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said unit.

17. This lease and all its terms, conditions and stipulations shall extend to and be binding on all successors of said lessor or lessee.

In Witness Whereof, we sign the day and year first above written.

(SEAL) _____ (SEAL) F.M. McDaniel (SEAL)
(SEAL) _____ (SEAL) Clara Anderson McDaniel (SEAL)
(SEAL) _____ (SEAL) _____ (SEAL)
(SEAL) _____ (SEAL) _____ (SEAL)

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
BEFORE THE
EXHIBIT No. 6
CASE 138

NEW MEXICO OIL CONSERVATION COMMISSION

NOTICE OF INTENTION TO DRILL

See Rules 101 and 1104.

If changes in the proposed plan are considered advisable, a copy of this notice showing such changes will be returned to the sender. Submit this notice in triplicate. One copy will be returned following approval.

Astec, New Mexico
Place

November 3, 1952
Date

Notice hereby is given that it is our intention to commence the drilling of a well to be known as

Francis L. Harvey G.P. Brington Unit well No. 1 in Sw/4

of Sec. 28, T. 29N, R. 10W, N. M., P. M., Lease Wildcat Pool, San Juan County.

The well is 990' feet from (S.) line and 990' feet from (W.) line of the above section.

(Give location from section lines. Cross out wrong directions.)

If state land the oil and gas lease is No. Assignment No.

If patented land the owners are: G.P. Brington, SW 1/4; Roy Sullivan, SE 1/4; Fred Anderson, NE 1/4.

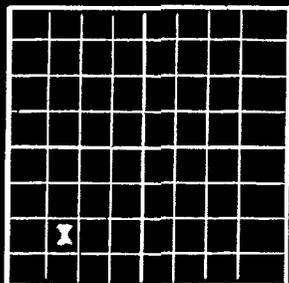
If government land the permittee is

Address

The lessee is Francis L. Harvey

Address Box 990, Wichita Falls, Texas

We propose to drill well with drilling equipment as follows: Rotary tools



AREA 640 ACRES

LOCATE WELL CORRECTLY

The status of a bond for this well in conformance with Rule 101 of the General Rules and Regulations of the Commission is as follows: \$10,000 Blanket Bond on file with the Commission

We propose to use the following strings of casing and to land or cement them as indicated:

Size of Hole	Size of Casing	Weight Per Foot	New or Second Hand	Depth	Landed or Cemented	Sacks Cement
	10-3/4" 5 1/2"		Second hand " "	100' 1800'	Cemented to surface "	150

If changes in the above plans become advisable we will notify you before cementing or landing casing. We estimate that the first productive oil or gas sand should occur at a depth of about 1800 feet.

Additional information: we propose to drill a well to and through the Pictured Cliffs formation. If production is indicated we will set 5 1/2" casing on top of the sand, shoot with approximately 3 quarts to the foot of solidified nitro-glycerin, clean out, run 1" syphon line to T.D. and complete as a gas well.

Approved: 7/10/52, 1952

except as follows:

Francis L. Harvey
Company or Operator

By: [Signature]

Position: Co-owner

Send communications regarding well to:

Name: Francis L. Harvey

Address: Box 990, Wichita Falls, Texas.

OIL CONSERVATION COMMISSION

By: [Signature]
Title: Oil & Gas Inspector, Dist. #3

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE ORIGINAL AND WAS MADE BY ME

THIS 4 DAY OF Sept.

19 56

A. Stalder

Photostat Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Jackson EXHIBIT No. 7
CASE 1138

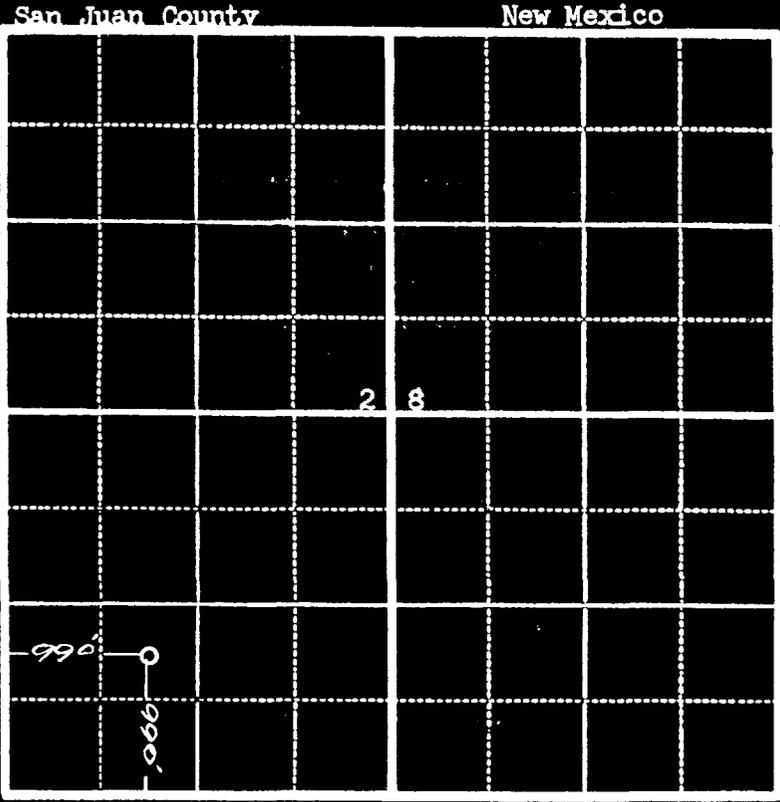
Company..... Francis Harvey

Lease..... Well No.....

Sec..... 28, T..... 29 N....., R. 10 W., N.M.P.M.

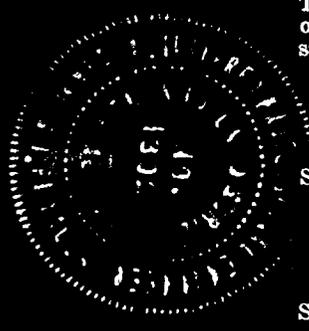
Location... 990' from the South line and 990' from the West line.

Elevation..... 5543.5 Ungraded ground.



Scale—4 inches equal 1 mile.

This is to certify that the above plat was prepared from field notes of actual surveys made by me or under my supervision and that the same are true and correct to the best of my knowledge and belief.



Seal:

Charles J. Finklea

Registered Professional Engineer and Land Surveyor.

Charles J. Finklea
N. Mex. Reg. No. 1302

Surveyed November 4, 19 52.

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE ORIGINAL AND WAS MADE BY ME

THIS 4 DAY OF Sept
19 56

J. Walker

Photostat Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
J. Walker EXHIBIT NO. 8
CASE 1738

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

MISCELLANEOUS REPORTS ON WELLS

Submit this report in TRIPLICATE to the District Office, Oil Conservation Commission, within 10 days after the work specified is completed. It should be signed and filed as a report on Beginning Drilling Operations, Results of test of casing shut-off, result of plugging of well, result of well repair, and other important operations, even though the work was witnessed by an agent of the Commission. See additional instructions in the Rules and Regulations of the Commission.

Indicate Nature of Report by Checking Below

REPORT ON BEGINNING DRILLING OPERATIONS	<input checked="" type="checkbox"/>	REPORT ON RESULT OF TEST OF CASING SHUT-OFF	<input checked="" type="checkbox"/>	REPORT ON REPAIRING WELL	
REPORT ON RESULT OF PLUGGING WELL		REPORT ON RECOMPLETION OPERATION		REPORT ON (Other)	

June 23, 1953 (Date) Aztec, New Mexico (Place)

Following is a report on the work done and the results obtained under the heading noted above at the

Francis L. Harvey (Company or Operator) G.F. Brington Coiled Unit (Lease)

(Contractor), Well No. 1 in the SW 1/4 SW 1/4 of Sec. 28

T. 29N, R. 10W, NMPM, Wilcoot Pool, San Juan County.

The Dates of this work were as follows: 11/7/52, 11/16/52, and 11/23/52

Notice of intention to do the work (was) ~~not~~ submitted on Form C-102 on 11/3/52, 19

and approval of the proposed plan (was) ~~not~~ obtained.

DETAILED ACCOUNT OF WORK DONE AND RESULTS OBTAINED

Spudded Nov 7, 1952
Surface, November 16, 1952
8-5/8 at 96', with 160 sx, used casing
Pressured up to 500#
Production casing, Nov 23, 1952
4-1/2" at 1805, with 100 sx

Witnessed by (Name) (Company) (Title)

Approved: OIL CONSERVATION COMMISSION

J. J. Shandschan (Name)

Oil & Gas Inspector, District #3 (Title) 6-23-53 (Date)

I hereby certify that the information given above is true and complete to the best of my knowledge.

Name: J. H. Gese

Position: Agent

Representing: Francis L. Harvey

Address: P.O. 990, Wichita Falls, Texas

**OIL CONSERVATION COMMISSION
AZTEC DISTRICT OFFICE**

No. Copies Received 3

DISTRIBUTION

	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office		
State Land Office		
U. S. G. S.		
Transporter	1	✓
File		

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

MISCELLANEOUS REPORTS ON WELLS

Submit this report in TRIPLICATE to the District Office, Oil Conservation Commission, within 10 days after the work specified is completed. It should be signed and filed as a report on Beginning Drilling Operations, Results of test of casing shut-off, result of plugging of well, result of well repair, and other important operations, even though the work was witnessed by an agent of the Commission. See additional instructions in the Rules and Regulations of the Commission.

Indicate Nature of Report by Checking Below

REPORT ON BEGINNING DRILLING OPERATIONS		REPORT ON RESULT OF TEST OF CASING SHUT-OFF		REPORT ON REPAIRING WELL	<input checked="" type="checkbox"/>
REPORT ON RESULT OF PLUGGING WELL		REPORT ON RECOMPLETION OPERATION		REPORT ON (Other)	

June 23, 1953 (Date) Astos, New Mexico (Place)

Following is a report on the work done and the results obtained under the heading noted above at the

Francis L. Harvey
(Company or Operator)

O. F. Brington Pooled Unit
(Lease)

Well No. 1 in the SW 1/4 SW 1/4 of Sec. 28
(Contractor)

T. 29N, R. 10W, NMPM, Wilcox Pool, San Juan County.

The Dates of this work were as follows: 12/15/52 to 12/20/52

Notice of intention to do the work (was) (was not) submitted on Form C-102 on _____, 19____,
(Cross out incorrect words)

and approval of the proposed plan (was) (was not) obtained.

DETAILED ACCOUNT OF WORK DONE AND RESULTS OBTAINED

Squeezed at 377 w/200 sx
 " " 377 w/100 sx
 " " 530 w/50 sx
 " " 858 w/50 sx
 " " 352 w/18 sx

Witnessed by _____ (Name) _____ (Company) _____ (Title)

Approved: OIL CONSERVATION COMMISSION

J. J. Brundichan
(Name)

I hereby certify that the information given above is true and complete to the best of my knowledge.

Name: _____ J. H. Rose

Position: Agent

Representing: Francis L. Harvey

Oil & Gas Inspector, District #3 6-23-53

Address: _____

OIL CONSERVATION COMMISSION
AZTEC DISTRICT OFFICE

No. Copies Received 3

DISTRIBUTION

	NO. FURNISHED	
Operator		
Santa Fe	1	
Proration Office		
State Land Office		
U. S. G. S.		
Transporter	1	<input checked="" type="checkbox"/>
File		

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE ORIGINAL AND WAS MADE BY ME

THIS 4
19 56

Sept
J. Stalder

Photosat Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

MISCELLANEOUS REPORTS ON WELLS

Submit this report in TRIPLICATE to the District Office, Oil Conservation Commission, within 10 days after the work specified is completed. It should be signed and filed as a report on Beginning Drilling Operations, Results of test of casing shut-off, result of plugging of well, result of well repair, and other important operations, even though the work was witnessed by an agent of the Commission. See additional instructions in the Rules and Regulations of the Commission.

Indicate Nature of Report by Checking Below

REPORT ON BEGINNING DRILLING OPERATIONS		REPORT ON RESULT OF TEST OF CASING SHUT-OFF		REPORT ON REPAIRING WELL	
REPORT ON RESULT OF PLUGGING WELL		REPORT ON RECOMPLETION OPERATION		REPORT ON result of (Other) shooting or chem. treatment of well	XX

June 23, 1953
(Date)

Astec, New Mexico
(Place)

Following is a report on the work done and the results obtained under the heading noted above at the

Francis L. Harvey
(Company or Operator)

G. F. Brington Pooled Unit
(Lease)

(Contractor), Well No. 1 in the SW 1/4 SW 1/4 of Sec. 28

T. 29N, R. 10W, NMPM, Wilcox Pool, San Juan County.

The Dates of this work were as follows: December 21, 1952

Notice of intention to do the work (was) (was not) submitted on Form C-102 on _____, 19____,

(Cross out incorrect words)

and approval of the proposed plan (was) (was not) obtained.

DETAILED ACCOUNT OF WORK DONE AND RESULTS OBTAINED

Shot 70 qts 1817 - 1857

Gauged 770 M. G.F. after shot

Witnessed by _____ (Name) _____ (Company) _____ (Title)

Approved: OIL CONSERVATION COMMISSION

J. J. Shendeckan
(Name)

I hereby certify that the information given above is true and complete to the best of my knowledge.

Name: ~~Francis L. Harvey~~ J. J. Shendeckan

Position: Agent

Representing: Francis L. Harvey

Address: P.O. Box 990, Wichita Falls, Texas

Oil & Gas Inspector, District #3 6-23-53
(Date)

OIL CONSERVATION COMMISSION
AZTEC DISTRICT OFFICE

No. Copies Received 3

DISTRIBUTION

	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office		
State Land Office		
U. S. G. S.		
Transporter	1	✓
File		

I CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE SUBJECT AND WAS MADE BY ME
THIS 4
19 56

Sept
J. Stalder
Photographer Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

It is necessary that Form C-104 be approved before this form can be approved an an initial allowable be assigned to any completed Oil or Gas well. Submit this form in QUADRUPPLICATE.

CERTIFICATE OF COMPLIANCE AND AUTHORIZATION
TO TRANSPORT OIL AND NATURAL GAS

Company or Operator..... **Francis L. Harvey** Lease **G.P. Farrington Pooled Unit**

Address..... **Astos, New Mexico** **Box 990, Wichita Falls, Texas**
(Local or Field Office) (Principal Place of Business)

Unit....., Well(s) No. **1**, Sec. **28**, T. **29N**, R. **20W**, Pool **Wildcat**

County..... **San Juan** Kind of Lease: **Patented**

If Oil well Location of Tanks.....

Authorized Transporter..... **El Paso Natural Gas Company** Address of Transporter

..... **Box 977, Farrington, N.M.** **El Paso, Texas**
(Local or Field Office) (Principal Place of Business)

Per cent ~~of Oil~~ Natural Gas to be Transported..... **100%** Other Transporters authorized to transport Oil or Natural Gas from this unit are..... **None**

REASON FOR FILING: (Please check proper box)

NEW WELL..... CHANGE IN OWNERSHIP.....

CHANGE IN TRANSPORTER..... OTHER (Explain under Remarks).....

REMARKS:

The undersigned certifies that the Rules and Regulations of the Oil Conservation Commission have been complied with.

Executed this the **22d** day of **June**, 19**53**

Approved..... **6-23-**....., 19**53**

OIL CONSERVATION COMMISSION
By..... **J. J. Hendrickson**
Title..... **Oil & Gas Inspector, Dist. #3**

..... **Francis L. Harvey**
By..... **Francis L. Harvey**
Title..... **Co-owner**

(See Instructions on Reverse Side)

INSTRUCTIONS

This form shall be executed and filed in QUADRUPPLICATE with the District Office of the Oil Conservation Commission, covering each unit from which oil or gas is produced. A separate certificate shall be filed for each transporter authorized to transport oil or gas from a unit. After said certificate has been approved by the Oil Conservation Commission, one copy shall be forwarded to the transporter, one copy returned to the producer, and two copies retained by the Oil Conservation Commission.

A new certificate shall be filed to cover each change in operating ownership and each change in the transporter, except that in the case of a temporary change in the transporter involving less than the allowable production for one proration period, the operator shall in lieu of filing a new certificate notify the Oil Conservation Commission District Office, and the transporter authorized by certificate on file with the Commission, by letter of the estimated amount of oil or gas to be moved by the transporter temporarily moving oil or gas from the unit and the name of such temporary transporter and a copy of such notice shall also be furnished such temporary transporter. Such temporary transporter shall not move any more oil or gas than the estimated amount shown in said notice.

This certificate when properly executed and approved by the Oil Conservation Commission shall constitute a permit for pipe line connection and authorization to transport oil and gas from the property named therein and shall remain in full force and effect until

- (a) Operating ownership changes
- (a) The transporter is changed or
- (c) The permit is cancelled by the Commission.

If any of the rules and regulations of the Oil Conservation Commission have not been complied with at the same time this report is filed, explain fully under the heading "REMARKS."

In all cases where this certificate is filed to cover a change in operating ownership or a change in the transporter designated to move oil or gas, show under "REMARKS" the previous owner or operator and the transporter previously authorized to transport oil or gas.

A separate report shall be filed to cover each producing unit as designated by the Oil Conservation Commission.

OIL CONSERVATION COMMISSION		
AZTEC DISTRICT OFFICE		
No. Copies Received		4
DISTRIBUTION		
	NO.	
	FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office		
State Land Office		
U. S. C. S.		
Transporter	1	
File	1	

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

REQUEST FOR (OIL) - (GAS) ALLOWABLE

New Well
Recompletion

This form shall be submitted by the operator before an initial allowable will be assigned to any completed Oil or Gas well. Form C-104 is to be submitted in QUADRUPLICATE to the same District Office to which Form C-101 was sent. The allowable will be assigned effective 7:00 A.M. on date of completion or recompletion, provided this form is filed during calendar month of completion or recompletion. The completion date shall be that date in the case of an oil well when oil is delivered into the stock tanks. Gas must be reported on 15.025 psia at 60° Fahrenheit.

Astec, New Mexico June 22, 1953
(Place) (Date)

WE ARE HEREBY REQUESTING AN ALLOWABLE FOR A WELL KNOWN AS:

Francis L. Harvey C.F. Brington Pooled Unit, Well No. 1, in 30 ¹/₄ 31 ¹/₄,
(Company or Operator) (Lease)
28, Sec. 28, T. 29N, R. 10W, NMPM, Aldest Pool
(Unit)
San Juan County. Date Spudded 11/24/52, Date Completed 11/22/52

Please indicate location:

X			

Elevation 5543.5' Total Depth 1860', P.B.

Top oil/gas pay 18.00' Prod. Form Pictary Cliff

Casing Perforations: or

Depth to Casing shoe of Prod. String

Natural Prod. Test BOPD

based on bbls. Oil in Hrs. Mins.

Test after acid or shot BOPD

Based on bbls. Oil in Hrs. Mins.

Gas Well Potential 775 PICF

Size choke in inches

Date first oil run to tanks or gas to Transmission system:

Transporter taking Oil or Gas: 1 Pipe Line Gas Company

Casing and Cementing Record

Size Feet Sax

Size	Feet	Sax
8-5/8	96	160
4-1/2	1805	100

Remarks:

I hereby certify that the information given above is true and complete to the best of my knowledge.

Approved June 23, 1953 Francis L. Harvey
(Company or Operator)

OIL CONSERVATION COMMISSION

By: J. H. Hendrich

Title Oil & Gas Inspector, District 23

By:
(Signature)

Title Co-owner
Send Communications regarding well to:

Name Francis L. Harvey

Address Box 500, Aldest, N.M.

OIL CONSERVATION COMMISSION
AZTEC DISTRICT OFFICE

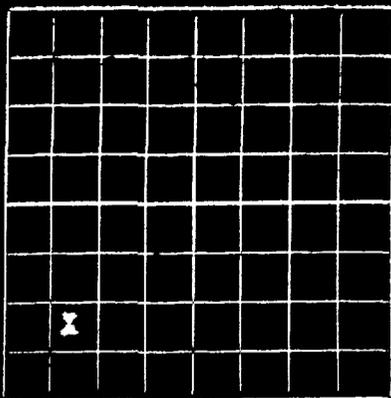
No. Copies Received 4

DISTRIBUTION

	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Operation Office	1	
State Land Office		
U. S. G. S.		
Transporter		
File	1	✓

NEW MEXICO OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

WELL RECORD



AREA 640 ACRES
LOCATE WELL CORRECTLY

Mail to District Office, Oil Conservation Commission, to which Form C-101 was sent not later than twenty days after completion of well. Follow instructions in Rules and Regulations of the Commission. Submit in QUINTUPLICATE.

Francis L. Harvey
(Company or Operator)

C. F. Harrington Pooled Unit
(Lease)

Well No. 1, in 34 1/4 of 34 1/4, of Sec. 28, T. 23N, R. 10W, NMPM.
Wildcat Pool, San Juan County.

Well is 990 feet from South line and 950 feet from West line of Section 28. If State Land the Oil and Gas Lease No. is _____

Drilling Commenced November 14, 1952, 19____. Drilling was Completed November 22, 1952.

Name of Drilling Contractor Tenn Drilling Co.

Address Alto, New Mexico

Elevation above sea level at Top Surface Control 5143.5. The information given is to be kept confidential until _____, 19____.

OIL SANDS OR ZONES

No. 1, from 985 to 935. No. 4, from _____ to _____.
No. 2, from 1000 (O) to 1060 (O). No. 5, from _____ to _____.
No. 3, from _____ to _____. No. 6, from _____ to _____.

IMPORTANT WATER SANDS

Include data on rate of water inflow and elevation to which water rose in hole.

No. 1, from _____ to _____ feet.
No. 2, from _____ to _____ feet.
No. 3, from _____ to _____ feet.
No. 4, from _____ to _____ feet.

CASING RECORD

SIZE	WEIGHT PER FOOT	NEW OR USED	AMOUNT	KIND OF SHOE	CUT AND PULLED FROM	PERFORATIONS	PURPOSE
<u>6-5/8"</u>	<u>207</u>	<u>Used</u>	<u>100'</u>	<u>None</u>			<u>Surface</u>
<u>4"</u>	<u>11.44</u>	<u>New</u>	<u>100'</u>	<u>"</u>			<u>Production</u>

MUDDING AND CEMENTING RECORD

SIZE OF HOLE	SIZE OF CASING	WHERE SET	NO. SACKS OF CEMENT	METHOD USED	MUD GRAVITY	AMOUNT OF MUD USED
<u>6-5/8"</u>	<u>6-5/8"</u>	<u>95'</u>	<u>160</u>	<u>Pump & Plug</u>	<u>10.5</u>	<u>75 cu.</u>
<u>4"</u>	<u>4"</u>	<u>100'</u>	<u>100</u>	<u>"</u>	<u>Water</u>	

RECORD OF PRODUCTION AND STIMULATION

(Record the Process used, No. of Qts. or Gals. used, interval treated or shot.)

Shot 70 lbs. from 1017-1037' on November 22, 1952

Result of Production Stimulation 770 MCF after shot.

Depth Cleaned Out 1000'

CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
NEGATIVE OF THE ORIGINAL AND WAS MADE BY ME
THIS 4 DAY OF Sept
19 56
J. Stalber
Photostat Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Jackson EXHIBIT No. 14
CASE 1138

RECORD OF DRILL-STEM AND SPECIAL TESTS

If drill-stem or other special tests or deviation surveys were made, submit report on separate sheet and attach hereto

TOOLS USED

Rotary tools were used from.....feet to.....feet, and from.....feet to.....feet.
 Cable tools were used from.....feet to.....feet, and from.....feet to.....feet.

PRODUCTION

Put to Producing....., 19.....

OIL WELL: The production during the first 24 hours was.....barrels of liquid of which.....% was
 was oil;% was emulsion;% water; and.....% was sediment. A.P.I.
 Gravity.....

GAS WELL: The production during the first 24 hours was **779** M.C.F. plus.....barrels of
 liquid Hydrocarbon. Shut in Pressure.....lbs.

Length of Time Shut in..... **72 hrs.**.....

PLEASE INDICATE BELOW FORMATION TOPS (IN CONFORMANCE WITH GEOGRAPHICAL SECTION OF STATE):

Southeastern New Mexico

Northwestern New Mexico

- | | | |
|--------------------|---------------------|-------------------------------------|
| T. Anhy..... | T. Devonian..... | T. Ojo Alamo..... 787 |
| T. Salt..... | T. Silurian..... | T. Kirtland-Fruitland..... |
| B. Salt..... | T. Montoya..... | T. Farmington..... 787 |
| T. Yates..... | T. Simpson..... | T. Pictured Cliffs..... 1800 |
| T. 7 Rivers..... | T. McKee..... | T. Menefee..... |
| T. Queen..... | T. Ellenburger..... | T. Point Lookout..... |
| T. Grayburg..... | T. Gr. Wash..... | T. Mancos..... |
| T. San Andres..... | T. Granite..... | T. Dakota..... |
| T. Glorieta..... | T. | T. Morrison..... |
| T. Drinkard..... | T. | T. Penn..... |
| T. Tubbs..... | T. | T. |
| T. Abo..... | T. | T. |
| T. Penn..... | T. | T. |
| T. Miss..... | T. | T. |

FORMATION RECORD

From	To	Thickness in Feet	Formation	From	To	Thickness in Feet	Formation
0	98	98	Surface				
98	100	2	Boulders & gravel				
100	105	5	Shale & sand				
105	110	5	Shale, sand & coal streaks				
110	115	5	Shale & sand				
115	120	5	Alone sand				
120	125	5	Shale & sand				
125	130	5	Sand				
130	135	5	Shale				
135	140	5	Farmington sand				
140	145	5	Shale & sand				
145	150	5	Sand				
150	155	5	Shale				
155	160	5	Sand				
160	165	5	Shale & sand				
165	170	5	Sand				
170	175	5	Shale & sand				
175	180	5	Sand & shale				
180	185	5	Shale & sand				
185	190	5	Sand & shale				
190	195	5	Sand, shale & coal				
195	200	5	Coal				
200	205	5	P.C. sand				
205	210	5	Shale				
			T.D. 1844				

OIL CONSERVATION COMMISSION			
AZTEC DISTRICT OFFICE			
No. Copies Received	7		
DISTRIBUTION			
		NO. FURNISHED	
Operator		2	
Santa Fe		1	
Proration Office			
State Land Office		1	
U. S. G. S.		2	
Transporter			
File		1	✓

ATTACH SEPARATE SHEET IF ADDITIONAL SPACE IS NEEDED

I hereby swear or affirm that the information given herewith is a complete and correct record of the well and all work done on it so far as can be determined from available records.

January 25, 1933

Company or Operator..... **Parade L. Survey**
 Name..... **D.H. Gosse**

(Date)
 Address..... **Box 972, Hobbs Field, Texas**
 Position or Title..... **Agent**

OIL CONSERVATION COMMISSIC
AZTEC DISTRICT OFFICE

No. Copies Received 5

DISTRIBUTION

	NO. FURNISHED	
Operator	1	
Santa Fe	1	
Proration Office		
State Land Office		
U. S. G. S.	2	
Transporter		
File	1	✓

NEW MEXICO
OIL CONSERVATION COMMISSION

Gas Well Plat

Date January 10, 1955

Francis L. Harvey

Bruington Pooled Unit

Operator

Lease

Well No. 1

Name of Producing Formation Pictured Cliff Pool Bloomfield

No. Acres Dedicated to the Well 160 ✓

Indicate land status and show ownership

SECTION 28 TOWNSHIP 29N RANGE 10W

STANOLIND, Lessee FRANCIS L. HARVEY, Farmout Owner			
← 990 → ● G.F. Bruington	Roy Sullivan		
990 ↑			



I hereby certify that the information given above is true and complete to the best of my knowledge.

Name Francis L. Harvey
 Position Co-Owner
 Representing _____
 Address Box 990, Wichita Falls, Texas

(over)

OIL CONSERVATION COMMISSION
AZTEC DISTRICT OFFICE

No. Copies Received 2

DISTRIBUTION

TO	DATE	INITIALS
Director		
Santa Fe		
Production Office		
Geological Office		
Engineering		
Transportation		
File		

CERTIFY THAT THIS IS A TRUE AND EXACT PHOTO
REPRODUCTION OF THE ORIGINAL AND MADE BY ME

4
56

DATE OF Sept

L. Stalder

Photostat Operator
R. M. METCALFE, INC.
ALBUQUERQUE, NEW MEXICO

GOVERNOR JOHN F. SIMMS
CHAIRMAN

New Mexico
OIL CONSERVATION COMMISSION

LAND COMMISSIONER E. S. WALKER
MEMBER

STATE GEOLOGIST A. L. PORTER, JR.
SECRETARY-DIRECTOR



120 East Chaco
~~P.O. Box 1000~~
Aztec, New Mexico

September 4, 1956

Case no. 1138
applicant's Exhibit #16

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Jacobs EXHIBIT No. 16
CASE 1138

To Whom it May Concern:

This is to advise that according to records in our office the F.L. Harvey #1 Bruington well in the SW $\frac{1}{4}$ Section 28-29N-10 was tied into El Paso Natural Gas Company's pipeline and started producing on November 11, 1953.

Yours very truly

Emery C. Arnold
Emery C. Arnold
Supervisor, District #3

ECA:ks