



#2981

RAY POWELL, M.S., D.V.M.
COMMISSIONER
November 3, 1994

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

(505) 827-5760
FAX (505) 827-5766

Rhombus Energy Company
200 N. Loraine
Suite 1270
Midland, Texas 79701

Attention: Mr. Gregory D. Cielinski

Re: Resignation/Designation of Successor Unit Operator
Northwest Eumont Unit
Lea County, New Mexico

Dear Mr. Cielinski:

This office is in receipt of a designation of successor unit operator, wherein Chevron USA Production Company has resigned as unit operator of the Northwest Eumont Unit and designated Rhombus Energy Company as the successor unit operator.


The Commissioner of Public Lands has this date approved the resignation of Chevron USA Production Company and the designation of Rhombus Energy Company as the successor unit operator of this unit. This change in operators is effective April 1, 1994. In accordance with this approval, Rhombus Energy Company is now responsible for all operations and the reporting of all production from the unit.

We have accepted your Exhibit B, however, note the corrections that we have made on your enclosed copy.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744

Enclos.

RP/FOP/pm

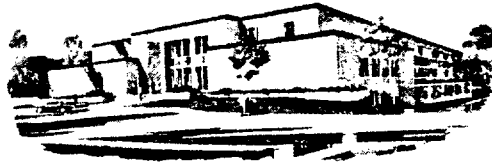
cc: Reader File
Chevron USA Production Company

TRD

CCD

State of New Mexico

#2981



JIM BACA
COMMISSIONER

Commissioner of Public Lands

April 22, 1985

Gulf Oil Exploration and Production Co.
P. O. Box 1150
Midland, Texas 79702

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148
Express Mail Delivery Use:
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Re: Northwest Eumont Unit
Lea County, New Mexico
Enlargement of Unit Area by
Commitment of Tract No. 22

ATTENTION: Mr. Charles D. Frisbie

Gentlemen:

The Commissioner of Public Lands has this date approved your Application for Enlargement of the Northwest Eumont Unit, Lea County, New Mexico. Such enlargement of the unit area commits the NW/4SW/4 and SW/4NW/4 of Section 34, Township 19 South, Range 36 East, Tract No. 22 to the Northwest Eumont Unit.

This Enlargement is to become effective as of 7:00 a.m. on the first day of May, 1985.

Your Revised Exhibits "A", "B", and "C" have been accepted and filed in our unit files.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: *Ray D. Graham*
RAY D. GRAHAM, Director
Oil and Gas Division
AC 505/827-5744

JB/RDG/pm

encs.

cc: OCD-Santa Fe, New Mexico



TONEY ANAYA
GOVERNOR

STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT
OIL CONSERVATION DIVISION

50 YEARS



1935 - 1985

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87501
(505) 827-5800

April 9, 1985

Gulf Oil Exploration and
Production Company
P.O. Box 1150
Midland, Texas 79702

Attention: Charles D. Frisbie

Re: Northwest Eumont
Unit, Lea County,
New Mexico

Dear Mr. Frisbie:

The above referenced submittal has been approved by the New Mexico Oil Conservation Division effective this date. Such approval is contingent upon like approval by the New Mexico Commissioner of Public Lands and the Bureau of Land Management.

Sincerely,

ROY E. JOHNSON
Senior Petroleum Geologist

REJ/dp

cc: Commissioner of Public Lands - Santa Fe
Bureau of Land Management - Albuquerque
OCD District Office - Hobbs

Gulf Oil Exploration and Production Company

D. H. Messer
MANAGEMENT REPRESENTATIVE

P. O. Box 1150
Midland, TX 79702

March 29, 1985

Re: Northwest Eumont
Unit, LEA COUNTY,
New Mexico

Oil Conservation Division
State of New Mexico
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attention: Mr. Richard L. Stamets

Gentlemen:

Gulf Oil Corporation, as Unit Operator for the Northwest Eumont Unit, does hereby make application for the enlargement of the unit to include the NW/4SW/4 and SW/4NW/4 of Section 34, T-19-S. R-36-E, N.M.P.M., Lea County, New Mexico. Said lands are to be included as Tract No. 22 of the subject unit. This application is made pursuant to Article 12 of the Northwest Eumont Unit Agreement, and Gulf requests administrative approval of said enlargement. We submit the following for your review and approval:

- 1) One (1) copy of the Northwest Eumont Unit Agreement including revised Exhibits "A", "B", and "C".
- 2) One (1) originally executed copy of an instrument entitled "Consent and Ratification of the Northwest Eumont Unit Agreement Embracing Lands in Lea County, New Mexico" which have been executed by the royalty and overriding interest owners. Our records indicate twenty-four out of a possible twenty-six parties (92.31%) in Tract 22 have ratified the agreement.
- 3) One (1) originally executed copy of an instrument entitled "ACCEPT AND AGREE TO" which indicates the acceptance of the aforementioned ratifications by the Northwest Eumont Unit Working Interest Owners. Said instrument has been executed by 87.3309% of the unit's working interest owners.

Please be advised an assignment has conveyed all of the present working interest owners' rights in the SW/4NW/4 and NW/4SW/4 of Section 34, to the Northwest Eumont Unit's Working Interest Owners. There shall not be any additional working interest owners brought into the enlarged unit.



Oil Conservation Div.
State of New Mexico

- 2 -

March 29, 1985

Your earliest consideration in reviewing and approving the enlargement of the Northwest Eumont Unit would be appreciated. Should you have any questions, please contact me at (915) 687-7211.

Yours very truly,

A handwritten signature in cursive script that reads "Charles D. Frisbie".

CHARLES D. FRISBIE
Land Agent

CDF:nkl
03285/031
Enclosures


"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: *J. R. Entoe* *U. R. Entoe*
sch
U. R. Entoe, Vice President
COMPANY: AMERADA HESS CORPORATION
DATE: January 15, 1985

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: 
Roy G. Barton, Jr., Trustee of the Roy G.
COMPANY: Barton, Sr. & Opal Barton Revocable Trust
DATE: 1/3/85

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: *Frankot Lee*

COMPANY: _____

DATE: *Dec. 13, 1984*

correct address:

*76 East Mitchell
Phoenix, AZ 85012*

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Naui Santorelli
COMPANY: Boy Clubs of America
DATE: 12/14/84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: John R. Check, Executor
COMPANY: Estate of Alma R. Check
DATE: 1-4-55

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: *J. M. [unclear]*

COMPANY: _____

DATE: *1-18-19*

"ACCEPT AND AGREE TO"


THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: J. C. Curry
COMPANY: CONOCO INC.
DATE: February 13, 1985

gd
1/11
1/13/85

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: 
Frank O. Elliott
COMPANY: Elliott Oil Company
DATE: December 12, 1984

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Roger P. Joster

COMPANY: _____

DATE: 12/19/84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

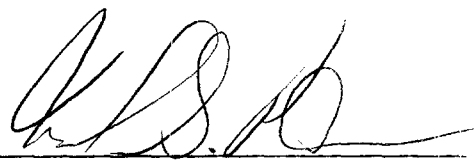
BY: 

COMPANY: _____

DATE: 12-17-84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY:  _____

COMPANY: SOLE INC. 000-000000

DATE: 1-10-85

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY:

Melott Johnson

COMPANY:

DATE:

12/18/54

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

Tr 19

~~BY:~~ Mortimer A Kline

COMPANY:

DATE:

Dec. 14/84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Debra L. Lee-Laird

COMPANY: _____

DATE: 12-17-84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: CL Roberts

COMPANY: MARATHON OIL CO.

DATE: 1/2/85

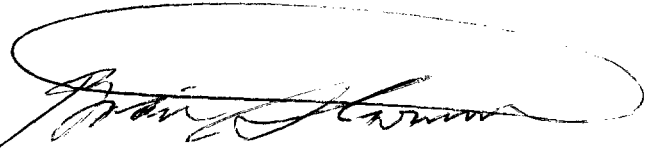
"ACCEPT AND AGREE TO"

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EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: *Dallas McCasland*
COMPANY: Dallas McCasland Production
DATE: 12-11-84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:



BY: Brian Stevenson
Business Manager
COMPANY: New Mexico Boys Ranch, Inc.
DATE: 12/17/84

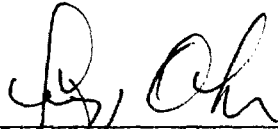
"ACCEPT AND AGREE TO"

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EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Robert D. Little
COMPANY: Pearson Sibert Oil Co. of Texas
DATE: 12-11-84

"ACCEPT AND AGREE TO"

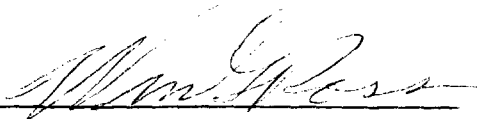
THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: 
Cliff Ohr, Attorney-in-Fact
COMPANY: Phillips Oil Company
DATE: December 31, 1984

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY:



COMPANY:

DATE:

1-16-75

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: *N. J. Mrachovy*
N. J. Mrachovy, Attorney-in-fact
COMPANY: SHELL WESTERN E & P INC.
DATE: *March 26, 1985*

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Francis J. Gellman

COMPANY: _____

DATE: 1-9-86

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY: Blain Stul

COMPANY: _____

DATE: 12-14-84

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

Carroll J. Lee

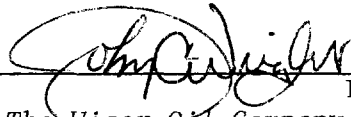
BY: *Carroll J. Lee*

Assoc. VP for Business/Comptroller
COMPANY: The University of New Mexico

DATE: January 3, 1985

"ACCEPT AND AGREE TO"

THE RATIFICATION AND JOINDER INSTRUMENT TO THE NORTHWEST EUMONT UNIT
EXECUTED BY EACH ROYALTY INTEREST OWNER IN TRACT NO. 22, WHICH IS A
PREVIOUSLY UNCOMMITTED TRACT IN THE AFOREMENTIONED UNIT, IS ACCEPTED AND
AGREED TO BY:

BY:  _____ President
COMPANY: The Wiser Oil Company
DATE: December 19, 1984

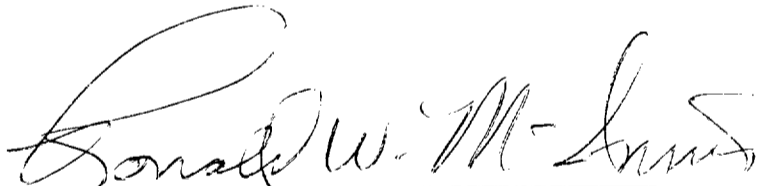
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.


RONALD W. McINNIS

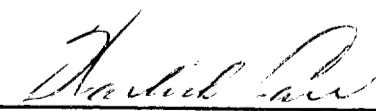
Address: 4901 24th
Lubbock, Texas 79407

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me this 6th
day of March, 19 85, by RONALD W. McINNIS

My Commission Expires:

July 31, 1988


A Notary Public in the State of Texas
County of Lubbock

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

June Roberson Bryant
JUNE ROBERSON BRYANT

John Bryant
JOHN BRYANT

Address: 911 W. Delmar
Hobbs N.M. 88240

THE STATE OF NEW MEXICO
COUNTY OF LEA S

The foregoing instrument was acknowledged before me this 14th
day of December, 19 84, by JOHN BRYANT

My Commission Expires:

15-19-87

Shirley Patterson
A Notary Public in the State of N.M.
County of _____

THE STATE OF NEW MEXICO

COUNTY OF LEAS

The foregoing instrument was acknowledged before me this 14th
day of December, 19 84, by JUNE ROBERSON BRYANT

My Commission Expires:

11-14-87

Shirley Patterson
A Notary Public in the State of N.M.
County of _____

CONSENT AND RATIFICATION OF

NORTHWEST EUMONT UNIT AGREEMENT

EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

INTERFIRST BANK FORT WORTH, N.A.,
~~FIRST NATIONAL BANK OF FORT WORTH~~ AS
PERSONAL REPRESENTATIVE OF ESTATE OF
MILLARD DECK, NO. 4193

By *Donald W. Severe*
Title: Vice President & Trust Officer

Address: P. O. Box 2546

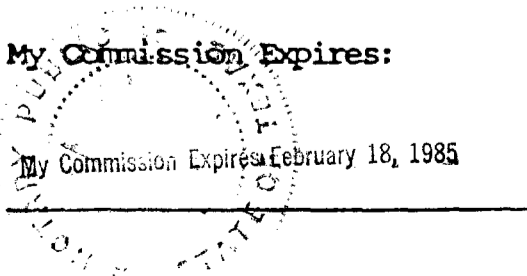
Fort Worth, Tx. 76113

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 28
day of December, 19 84, by DONALD W. SEVERE
Vice President & Trust Officer, for/of ~~FIRST NATIONAL BANK OF FORT WORTH, N.A.~~
AS PERSONAL REPRESENTATIVE OF ESTATE OF MILLARD DECK, NO. 4193 . INTERFIRST

My Commission Expires:



Delaine Loven Delaine Loven, Notary Public
Notary Public in the State of Texas
County of Tarrant

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

Mrs Dempsie Eller
MRS. DEMPSIE ELLER

Address: 1717 Norfolk #2119
Lubbock, Texas 79416

THE STATE OF Texas §
COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 19th
day of December, 19 84, by MRS. DEMPSIE ELLER

My Commission Expires:

10-27-86

Rebecca J Schindler
A Notary Public in the State of Texas
County of Lubbock.
Rebecca J Schindler

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

FLUOR OIL AND GAS CORPORATION

By *Leroy Esterak*

~~XXXXXX~~ Leroy Esterak, Vice President

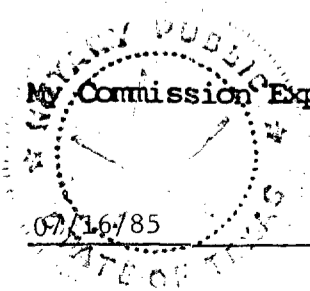
Address: 615 Midland Tower Building
223 West Wall Street
Midland, Texas 79701-4567



THE STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 25th
day of January, 19 85, by Leroy Esterak, Vice President
FLUOR OIL AND GAS CORPORATION
a California corporation, on
behalf of said corporation.

My Commission Expires:



Marcella Friday
A Notary Public in the State of Texas
County of Midland
Marcella Friday

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

MARIA DOLORES HEATER, Agent for
MARIA DOLORES HEATER

Address: 12 Greenway Plaza, Suite 1200
Houston, TX 77046

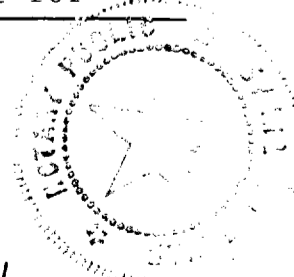
THE STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 31st day of December, 19 84, by ROBERT L. WATTERS, Agent for Maria Heater.

My Commission Expires:

3/20/85

Linda S. Cook
A Notary Public in the State of Texas
County of _____



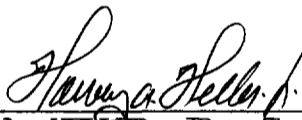
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.



HARVEY A. HELLER, JR., Trustee of the
Heller Company Revocable Trust Dated
8-1-77.

Address: P.O. Box 3206
TULSA, OK 74101

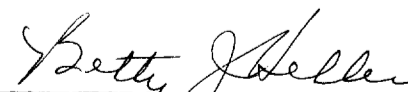
THE STATE OF OKLAHOMA §

COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 28th
day of DECEMBER, 19 84, by HARVEY A. HELLER, JR., Trustee of the
Heller Company Revocable Trust Dated 8-1-77.

My Commission Expires:

7/04/87



A Notary Public in the State of OKLA
County of TULSA

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

HERITAGE RESOURCES

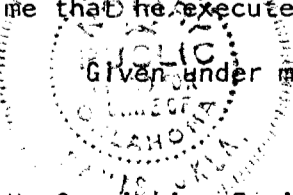
By: *Burke Healey*
Burke Healey, a General Partner
P. O. Box 777
Davis, Oklahoma 73030
TIN #75 0942339

SINGLE ACKNOWLEDGMENT

THE STATE OF OKLAHOMA)
) ss
COUNTY OF MURRAY)

BEFORE ME, the undersigned authority, on this day personally appeared Burke Healey, known to me to be a general partner in Heritage Resources, and whose name is subscribed to the foregoing instrument, and that he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of March A.D. 1985.



Connie Dye

My Commission Expires: February 13, 1988 Notary Public in and for Murray County, OK

CONSENT AND RATIFICATION OF

NORTHWEST EUMONT UNIT AGREEMENT

EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

INTERFIRST BANK FORT WORTH, TRUSTEE,
TRUST NO. 1311 - CANTEY, HANGER, JOHNSON,
SCARBOROUGH, & GOOCH - MOOERS TRUST

By Donald W. Severe
Title: Vice President & Trust Officer

Address: P. O. Box 2546

Fort Worth, Tx. 76113

THE STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 28
day of December, 19 84, by DONALD W. SEVERE
Vice President & Trust Officer, for/of INTERFIRST BANK FORT WORTH, TRUSTEE,
TRUST NO. 1311 - CANTEY, HANGER, JOHNSON, SCARBOROUGH & GOOCH - MOOERS Trust

My Commission Expires:
My Commission Expires February 18, 1985

Delaine Loven Delaine Loven, Notary Public
State of Texas
A Notary Public in the State of Texas
County of Tarrant

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

Paul J. Gaddis

REPUBLICBANK DALLAS, N.A., Trustee for the
W. P. & Bulah Luse Charitable Foundation
Trust #404-00

Address:

TRUST OIL & GAS
P. O. BOX 241
DALLAS, TX 75221-0241

THE STATE OF Texas §

COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 8th day of January, 1985, by Paul J. Gaddis, Asst. VP & Tr. Officer, Trustee for the W.P. & Bulah Luse Charitable Fdn. Tr. #404-00.

My Commission Expires:

LUPE FIGUEROA
Notary Public, State of Texas
My Commission Expires 12-01-1988

Lupe Figueroa
A Notary Public in the State of Texas
County of Dallas.

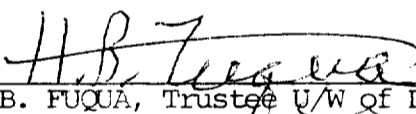
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

 **70**

H. B. FUQUA, Trustee U/W of Dolores Mooers

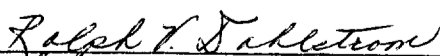
Address: 2007 Texas American Bank Bldg.
Fort Worth, Texas 76102

THE STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 27th day of December, 19 84, by H. B. FUQUA, Trustee U/W of Dolores Mooers, in the capacity therein stated.

My Commission Expires:

August 31, 1988



A Notary Public in the State of Texas
County of Tarrant.

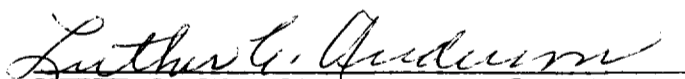
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO


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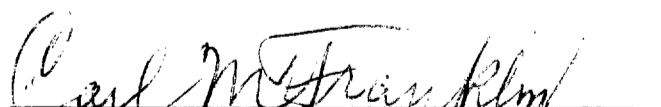
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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.


LUTHER C. ANDERSON, Trustee of Seeley
G. Mudd Trust


~~CHARLES W. PARTRIDGE~~, Trustee of
Seeley G. Mudd Trust James B. Boyle


CARL M. FRANKLIN, Trustee of Seeley G.
Mudd Trust

Address: The Seeley G. Mudd Fund
523 West 6th Street, Suite 809
Los Angeles, CA 90014

THE STATE OF California §

COUNTY OF Los Angeles §

The foregoing instrument was acknowledged before me this 20th
day of December, 19 84, by LUTHER C. ANDERSON, Trustee of Seeley
G. Mudd Trust.

My Commission Expires:

June 24, 1988



Ellen Foon
A Notary Public in the State of Calif.,
County of Los Angeles.

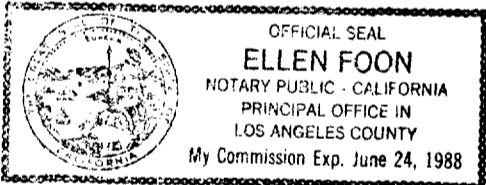
THE STATE OF California §

COUNTY OF Los Angeles §

The foregoing instrument was acknowledged before me this 20th
day of December, 19 84, by CHARLES W. PARTIDGE, Trustee of
Seeley G. Mudd Trust James B. Boyle.

My Commission Expires:

June 24, 1988



Ellen Foon
A Notary Public in the State of Calif.,
County of Los Angeles.

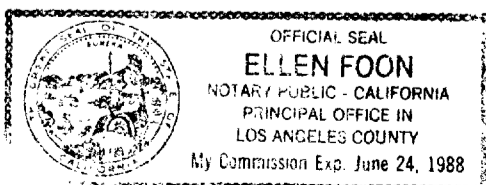
THE STATE OF California §

COUNTY OF Los Angeles §

The foregoing instrument was acknowledged before me this 20th
day of December, 19 84, by CARL M. FRANKLIN, Trustee of Seeley
G. Mudd Trust.

My Commission Expires:

June 24, 1988



Ellen Foon
A Notary Public in the State of Calif.,
County of Los Angeles.

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

LUCY P. OWINGS ESTATE

Lucy O. Ross
Lucy O. Ross, Ancillary Per. Repres.
Hamilton Rogers
Hamilton Rogers, Ancillary Per. Repres.

Address: 1504 Oil & Gas Bldg.
Fort Worth, Tx 76102

THE STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 16th day of January, 19 85, by Lucy O. Ross and Hamilton Rogers in capacities therein stated.

My Commission Expires:

2/16/88

Emilio C. Spearman
A Notary Public in the State of Texas
County of Tarrant

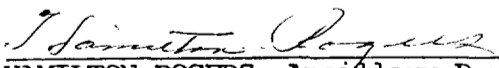
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.



HAMILTON ROGERS, Ancillary Personal
Representative of the Estate of
Roger B. Owings.

Address: 1504 Oil & Gas Bldg.
Fort Worth, Tx 76102

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7th
day of January, 19 85, by HAMILTON ROGERS, Ancillary Personal
Representative of the Estate of Roger B. Owings.

My Commission Expires:

2/16/88

Emile C. Spearman
A Notary Public in the State of Texas
County of Tarrant.

**CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

PETCO LIMITED

By: *J. L. McClymond* Gen.Part.
 By: *Fred F. Dueser* Gen.Part.
 Address: P. O. Box 911
Breckenridge, Texas 76024

RECORDED
 AS TO INTEREST
 ADMINISTRATION
OSK

STATE OF TEXAS X
 COUNTY OF STEPHENS X

This instrument was acknowledged before me on February 8, 1985 by FRED F. DUESER, General Partner, on behalf of PETCO LIMITED, a partnership.

Eileen Hall EILEEN HALL
 Notary Public, State of Texas

My Commission Expires: 10-6-88

STATE OF TEXAS X
 COUNTY OF STEPHENS X

This instrument was acknowledged before me on February 8, 1985 by J. L. McCLYMOND, General Partner, on behalf of PETCO LIMITED, a partnership.

Eileen Hall EILEEN HALL
 Notary Public, State of Texas

My Commission Expires: 10-6-88

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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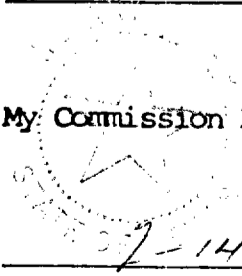
Carl Smith
CARL SMITH

Address: 6506 Oxford Av
Lubbock - TX. 79413

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me this 17th day of December, 19 84, by CARL SMITH

My Commission Expires:

12-14-85

Charles B. Johnson
A Notary Public in the State of Texas
County of Lubbock

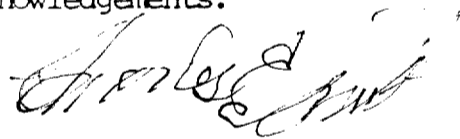
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.



CHARLES E. SMITH

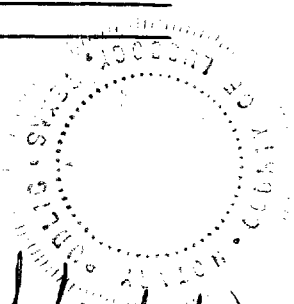
Address: 1717 Norfolk #2119
Lubbock, TX 79416

THE STATE OF Texas §
COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 19th
day of December, 19 84, by CHARLES E. SMITH

My Commission Expires:

10-27-86


Rebecca J. Schindler
A Notary Public in the State of Texas
County of Lubbock
Rebecca J. Schindler

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

Mrs. Mrs Elmo Smith
ELMO SMITH
Address: 206 N 14
LAMESA TX. 79331

THE STATE OF Texas §
COUNTY OF Dawson §

The foregoing instrument was acknowledged before me this 20th
day of December, 19 86, by ELMO SMITH

My Commission Expires:

January 31, 1985



JOYCE PLUNKETT
Notary Public, State of Texas,
My Commission Expires 1-31-85.

Joyce Plunkett
A Notary Public in the State of Texas
County of Dawson

**CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO**

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

Guy Smith
GUY SMITH
Address: *P.O. Box 953*
Gettysburg, N.M. 88260

THE STATE OF Texas §
COUNTY OF Gaines §

The foregoing instrument was acknowledged before me this 31st
day of December, 19 84, by GUY SMITH

My Commission Expires:

1/27/86



KARLA COLLINS
Notary Public, State of Texas
My Commission Expires 01/27/86

Karla Collins
A Notary Public in the State of Texas
County of Gaines

CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.



KENNETH SMITH


Address: PO Box 638
Wichita Falls, TX 76307

THE STATE OF TEXAS §
COUNTY OF WICHITA §

The foregoing instrument was acknowledged before me this 9th
day of January, 19 85, by KENNETH SMITH

My Commission Expires:

June 18, 1985

CAROLE A. BROWN


A Notary Public in the State of Texas
County of Wichita

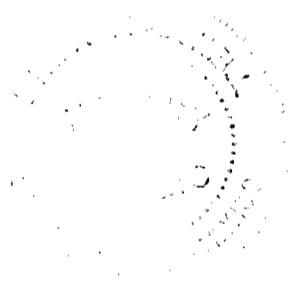
CONSENT AND RATIFICATION OF
NORTHWEST EUMONT UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Northwest Eumont Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on September 16, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests or other interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Northwest Eumont Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

This Consent and Ratification of the Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, successors, legal representatives and assigns.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.



Mark Smith
MARK SMITH

Address: Box 1296
Lovington, New Mexico 88260

THE STATE OF New Mexico §
COUNTY OF Lea §

The foregoing instrument was acknowledged before me this 20th
day of December, 19 84, by MARK SMITH

My Commission Expires:

09/02/87

Linda McDonell
Linda McDonell

A Notary Public in the State of NM
County of Lea

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EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

SUN EXPLORATION & PRODUCTION COMPANY

By *Hallie B. Langston*
Title: ATTORNEY IN FACT

Address: P. O. Box 2880
Dallas, TX 75221-2880

THE STATE OF *Texas* §
COUNTY OF *Dallas* §

The foregoing instrument was acknowledged before me this *11th*
day of *March*, 19 *85*, by *Hallie B. Langston*
ATTORNEY IN FACT, for/of SUN EXPLORATION & PRODUCTION COMPANY
Delaware, a *Delaware* corporation, on
behalf of said corporation.

My Commission Expires:

3-7-1988

Bettie Langford
A Notary Public in the State of *Texas*
County of *Dallas*

CONSENT AND RATIFICATION OF
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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

WARRIOR, INC.

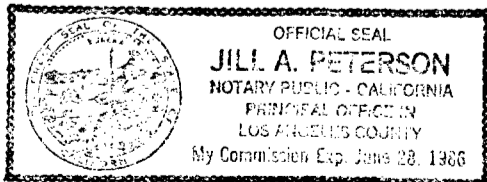
By 
Title: Vice President

Address: 21515 Hawthorne Blvd. #625
Torrance, CA 90503-6595


THE STATE OF California §
COUNTY OF Los Angeles §

The foregoing instrument was acknowledged before me this 9th
day of January, 19 85, by E. T. Casler, Jr.
Vice President, for/of WARRIOR, INC.
Texas, a Texas corporation, on
behalf of said corporation.

My Commission Expires:



June 28, 1986


A Notary Public in the State of CA
County of Los Angeles

18787

UNIT AGREEMENT
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

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Exhibit "A" (Map of Unit Area)
Exhibit "B" (Schedule of Ownership)

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Sec. 12, Chap. 72, Laws of 1935, as amended by Chap. 193, Laws of 1937, Sec. 13, Chap. 168, Laws of 1949, Sec. 1, Chap. 76, Laws of 1953, and Sec. 1, Chap. 65, Laws of 1961) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Northwest Eumont Unit covering the land hereinafter described to give reasonably effective control of operations therein; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained it is agreed as follows:

ARTICLE 1

DEFINITIONS

As used in this agreement, the terms herein contained shall have the following meaning:

1.1 Unit Area means the lands shown on Exhibit A and described by tracts in Exhibit B as to which this agreement becomes effective or to which it may be extended as herein provided.

1.2 Unitized Formation means that portion of the Eumont Gas Pool underlying the Unit Area which may be defined as being the stratigraphic interval between the top of the Queen formation and the top of the Grayburg formation insofar as said stratigraphic interval exists under the above described lands; provided, however, that wells which produce only from a completion interval entirely above a subsea datum of one hundred-fifty (150) feet and which are classified as Eumont Gas Pool gas wells by the New Mexico Oil Conservation Commission shall not be considered to be wells producing from the Unitized Formation and the production from such wells shall not be considered to be Unitized Substances as hereinafter defined. For the purposes of this agreement the top of the Queen formation and the top of the Grayburg formation are defined as being that formation which was encountered in Shell Oil Company's J. A. FOSTER Well No. 2 located 330 feet from the South line and 1,650 feet from the East line of Section 34, Township 19 South, Range 36 East, Lea County, New Mexico at depths of 3,525 feet and 3,886 feet respectively as measured from ten (10) feet above the casinghead flange on the Western Company Radioactivity log dated February 26, 1955 in said well.

Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Eumont Gas Pool, as above described and limited.

1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

1.4 Working Interest means an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the Unitized Formation.

1.5 Royalty Interest means a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner means a party hereto who owns a Royalty Interest.

1.7 Working Interest Owner means a party hereto who owns a Working Interest. The owner of oil and gas rights that are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

1.8 Tract means each parcel of land described as such and given a Tract number in Exhibit B.

1.9 Unit Operating Agreement means the agreement entitled "Unit Operating Agreement, Northwest Eumont Unit, Lea County, New Mexico", of the same effective date as the effective date of this agreement, and which is entered into by Working Interest Owners.

1.10 Unit Operator means the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as operator and not as a Working Interest Owner.

1.11 Tract Participation means the percentage shown on Exhibit B for allocating Unitized Substances to a Tract under this agreement.

1.11.1 Primary Phase Participation as more fully explained in Article 5 hereof shall mean the Tract Participation in effect for allocating Unitized Substances from the effective date of this agreement until Secondary Phase Participation becomes effective.

1.11.2 Secondary Phase Participation as explained in Article 5 hereof means the percentage shown on Exhibit B for allocating Unitized Substances which becomes effective immediately upon the termination of Primary Phase Participation.

1.12 Unit Participation of each Working Interest Owner means the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

1.13 Outside Substances means all substances obtained from any source other than the Unitized Formation and which are injected into the Unitized Formation.

1.14 Oil and Gas Rights means the right to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

1.15 Unit Operations means all operations conducted by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operation of the Unitized Formation for the production of Unitized Substances.

1.16 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.17 Unit Expense means all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.18 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine.

ARTICLE 2

EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

2.1.1 Exhibit A, which is a map that shows the boundary lines of the Unit Area and the Tracts therein.

2.1.2 Exhibit B, which is a schedule that describes each Tract in the Unit Area and shows its Tract Participation.

2.2 Reference to Exhibits. When reference herein is made to an exhibit, the reference is to the Exhibit as originally attached or, if revised, to the latest revision.

2.3 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one Tract, or that any mechanical miscalculation has been made, Unit Operator, with the approval of Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised pursuant to this agreement, Unit Operator shall certify and file the revised exhibit with the Commissioner of Public Lands for the State of New Mexico and for record in Lea County, New Mexico.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this agreement, all Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit B, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that operations may be conducted as if the Unitized Formation had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease had been subject to all of the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The rights and interests therein as among Working Interest Owners are covered by the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Royalties. Unit Operations conducted on any part of the Unit Area shall be considered with respect to leases and term royalties as follows:

3.4.1 Operations Including Drilling Operations conducted with respect to the Unitized Formation on any part of the Unit Area or production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each Tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby the same as if such operations had been conducted and a well had been drilled on and

was producing from each Tract.

3.4.2 Any lease embracing lands of the State of New Mexico which is made subject to this agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

3.4.3 Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and that portion not committed, and the terms of such lease shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), (a) if, and for so long as Unitized Substances are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement, or (b) if, and for so long as some part of the lands embraced in such State lease are allocated Unitized Substances, or (c) if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease and for so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein as provided in (a) or (b) above.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the Oil and Gas Rights by any party hereto to any other party or to Unit Operator. The intention is to provide for the cooperative development and operation of the Tracts and for the sharing of Unitized Substances as herein provided.

3.6 Injection Rights. Royalty Owners hereby grant unto

Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, including the right to drill and maintain injection wells on the Unit Area and to use producing or abandoned oil or gas wells including wells which have never produced for such purposes.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the lands and leases committed hereto.

ARTICLE 4

UNIT OPERATOR AND PLAN OF OPERATIONS

4.1 Initial Unit Operator. Gulf Oil Corporation is hereby designated as Unit Operator.

4.2 Resignation or Removal. Unit Operator may resign at any time. Working Interest Owners may remove Unit Operator at any time by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of Unit Operator. A Unit Operator that resigns or is removed shall not be released from its obligations hereunder for a period of three (3) months after the resignation or discharge, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

4.3 Selection of Successor. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners and approved by the Commissioner of Public Lands of the State of New Mexico. If the Unit Operator that is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of the Unit Operator that was removed.

4.4 Operating Methods. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in methods of operation of the Unit Area which from time to time will in their judgment be conducive to that end within practicable economic limits, including waterflooding operations and such other pressure maintenance, repressuring and secondary recovery operations as may be deemed by them to be necessary or proper to achieve that end.

4.5 Change of Operating Methods. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

(Revised at the request of the Commissioner of Public Lands on December 4, 1963)

ARTICLE 5

TRACT PARTICIPATION

5.1 Tract Participation. The Tract Participation of each Tract is shown in Exhibit B. Upon the effective date hereof, the Tract Participation of each Tract shall be the Primary Phase Participation shown in Exhibit B for each Tract, which shall continue to be the Tract Participation for each Tract until there has been produced subsequent to February 1, 1962 from the Unitized Formation a total volume of oil of seven hundred fifty two thousand five hundred and fifty one (752,551) barrels and until 7:00 a.m. on the first day of the calendar month next following the month in which such total oil production is reached. Thereafter the Tract Participation of each Tract shall be the Secondary Phase Participation for such tract shown in Exhibit B. The volume of oil to be produced from the Unitized Formation referred to in this paragraph 5.1 shall be determined from the New Mexico Oil Conservation Commission Form C-115 as required by and submitted to said Commission.

5.1.1 The Primary and Secondary Phase Participations shown in Exhibit B were determined in accordance with the following formulas:

(a) Primary Participation formula:

$$\frac{\text{Total Tract Remaining Primary Reserves Subsequent to February 1, 1962}}{\text{Total Unit Area Remaining Primary Reserves Subsequent to February 1, 1962}} \quad \times 50$$

Plus

$$\frac{\text{Total Tract Producing Revenue for the six (6) Months prior to February, 1962}}{\text{Total Unit Area Producing Revenue for the six (6) months prior to February, 1962}} \quad \times 50$$

= Tract Primary Phase Participation.

(b) Secondary Participation formula:

$$\frac{\text{Total Tract Ultimate Primary Reserves}}{\text{Total Unit Area Ultimate Primary Reserves}} \quad \times 100$$

= Tract Secondary Phase Participation.

5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to

another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract.

If the amount of production or the proceeds thereof accruing to any Royalty Owner in a Tract depends upon the average production per well or the average pipe line runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof.

6.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such

parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they are so constructed, maintained and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the receiving party. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit Operator shall have the right but not the obligation, for the time being and subject to revocation at will by either the Unit Operator or the party owning the share, to purchase for its own account or sell to others such share; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto. Notwithstanding the foregoing Unit Operator shall not make a sale into interstate commerce of any other Working Interest Owners' share of gas production without first giving such other party sixty (60) days notice of such intended sale.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

6.6 Royalty on Outside Substances. If Unit Operator injects

gas obtained from any source other than the Unitized Formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of Unitized Substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas but not as to the products extracted therefrom; provided that such right of withdrawal shall terminate on the termination of this Unit Agreement. No other payments shall be due or payable to Royalty Owners on Outside Substances.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the Unit had not been formed. Any such oil not promptly removed may be sold by the Unit Operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after the effective date hereof.

7.2 Overproduction. If, as of the effective date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the Unitized Substances produced after the effective date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the Unitized Substances as they deem necessary for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, Unitized Substances used or consumed in Unit Operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of Unitized Substances.

ARTICLE 9

TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the effective date hereof and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit B that corner or have a common boundary, and that otherwise qualify as follows:

9.1.1 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning seventy-five percent (75%) of the Royalty Interest have become parties to this agreement.

9.1.2 Each Tract as to which Working Interest Owners owning not less than eighty five percent (85%) of the Working Interest have become parties to this agreement, regardless of the percentage of Royalty Interest therein that is committed hereto, and as to which the Working Interest Owners in said Tract who have executed this agreement have agreed to indemnify and hold harmless all other parties hereto in a manner satisfactory to the Working Interest Owners qualified under Section 9.1.1 against any and all claims and demands that may be made by the non-joining Working Interest Owners, and or Royalty Owners on account of the inclusion of such Tract in the Unit Area and the operation of the Unit Area on the basis herein provided. In the event less than eighty five percent (85%) of the Working Interest Owners

qualified under Section 9.1.1 have approved the inclusion of of such Tract in the Unit Area, said Tract shall not be considered qualified to be included in the Unit. For the purpose of this Section 9.1.2, the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Secondary Phase Participation attributable to Tracts that qualify under Section 9.1.1 bears to the total Unit Secondary Phase Participation of all Working Interest Owners attributable to all Tracts that qualify under Section 9.1.1.

9.1.3 Each Tract embracing lands of the State of New Mexico in order to be qualified for inclusion in the Unit must be committed to the Unit Agreement by the Lessee of record as shown by the State Land Office Records, and in the event the Working Interest Owners in such Tract who have become parties to this Agreement own less than one hundred percent (100%) of the Working Interest it shall be necessary for such Tract to be qualified under Section 9.1.2 above prior to its inclusion in the Unit.

9.2 Subsequent Commitment of Interest to Unit. After the effective date of this agreement, the commitment of any interest in any Tract within the Unit Area shall be subject to the above qualifications and upon such further terms as may be negotiated by Working Interest Owners and the owner of such interest. Any subsequent commitment of interest to the Unit shall, for all purposes hereof, constitute an enlargement of the Unit Area, the same to be subject to the approval of the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico as hereinafter provided in Article 12.

9.3 Revision of Exhibits. If any of the Tracts described in Exhibit B fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute, using the original basis of computation, the Tract Participation of each of the qualifying Tracts, and shall revise Exhibits A and B accordingly. The revised Exhibits shall be effective as of the effective date hereof.

ARTICLE 10

TITLES

10.1 Removal of Tract from Unit Area. If a Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this Agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such Tract shall be removed from the Unit

(Revised at the request of the Commissioner of Public Lands on December 4, 1963)

Area effective as of the first day of the calendar month in which the failure of title is finally determined; however, the Tract shall not be removed from the Unit Area if, within ninety (90) days of the date of final determination of the failure of title, the Tract requalifies under a Section of Article 9.

10.2 Revision of Exhibits. If a Tract is removed from the Unit Area because of the failure of title, Unit Operator, subject to Section 5.2, shall recompute the Tract Participation of each of the Tracts remaining in the Unit Area and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Owner Titles. If title to a Royalty Interest fails, but the Tract to which it relates is not removed from the Unit Area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the discretion of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the

proceeds so impounded shall be paid to the party rightfully entitled thereto.

ARTICLE 11

EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations; provided that, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a site for a water, gas injection, processing or other plant, or camp site.

11.2 Use of Water. Working Interest Owners shall have free use of all water produced from and in conjunction with any oil or gas well situated on the Unit Area without regard to the formation from which such oil, gas and water are produced. Working Interest Owners shall in addition have the right, subject to the laws and the rules and regulations of the office of the State Engineer for the State of New Mexico, to prospect for, appropriate and produce water from any lands situated within the Unit Area without charge by any Royalty Owner; provided that, nothing herein shall be construed as leasing or conveying to Working Interest Owners a water lease or easement on State of New Mexico lands.

ARTICLE 12

ENLARGEMENTS OF UNIT AREA

12.1 Enlargements of Unit Area. The Unit Area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by Working Interest Owners and upon approval by the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico, including but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to be allocated to the acreage shall be reasonable, fair, and based on all available information.

12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.1.4 The execution or ratification of this agreement, by a person owning a Royalty Interest in any Tract being brought into the Unit Area by an enlargement, shall have the effect of committing to the Unit all his Royalty Interest in each Tract being added to the Unit as well as in each Tract previously included in the Unit Area.

12.2 Determination of Tract Participation. Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A and B accordingly.

12.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners, approval of the enlargement by the appropriate governmental authority, and the filing for record of revised Exhibits A and B in the records of the Commissioner of Public Lands for the State of New Mexico and in Lea County, New Mexico.

ARTICLE 13

CHANGE OF TITLE

13.1 Covenant Running With the Land. This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

13.2 Notice of Transfer. Any conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding on the Unit Operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Unit Operator of a

photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14

RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 No Sharing Of Market. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of Unitized Substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for Unit Expense unless such Royalty Owner is otherwise so obligated. (eg. a newly carved out Royalty Interest not shown on Exhibit B).

14.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 15

LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement is subject to all laws, rules and regulations and orders of any governmental agency having jurisdiction. In the event this agreement or any of its provisions or any of the operations contemplated hereby are found to be inconsistent with or contrary to any such law, rule, regulation or order the latter

shall be deemed to control and this Agreement shall be regarded as modified accordingly, and as so modified shall continue in full force and effect.

15.2 No Waiver of Certain Rights. Except as otherwise expressly stated nothing in this Agreement shall be construed as a waiver by any party hereto of its right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of New Mexico or of the United States or any regulation or order issued thereunder which in any way affects such party's rights under this Agreement.

ARTICLE 16

FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this Agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 17

EFFECTIVE DATE

17.1 Effective Date. This Agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and, unless sooner terminated as provided in Section 17.2, shall become effective as to qualified Tracts on the first day of the month following the final approval of the Commissioner of Public Lands. As soon as practicable, and in no event more than thirty (30) days after the execution and delivery of the final approval of the

(Revised at the request of the Commissioner of Public Lands on December 4, 1963)

Commissioner of Public Lands, one complete copy of this Unit Agreement together with Exhibits A and B (revised if necessary to show the Tracts committed to the Unit Area), supplemental pages evidencing the execution of all parties whose interests are committed hereto, a copy of the Oil Conservation Commission's Order of Approval and a copy of the final approval of the Commissioner of Public Lands shall be filed for record by Unit Operator with the office of the County Clerk of Lea County, New Mexico.

17.2 Ipso Facto Termination. If the requirements of Section 17.1 including the filing for record are not accomplished on or before July 1, 1964, this Agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Secondary Phase Participation of at least sixty-five percent (65%) have become parties to this Agreement and have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this Agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect.

ARTICLE 18

TERM

18.1 Term. The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities and as long thereafter as Unit Operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided.

18.2 Termination by Working Interest Owners. This agreement may be terminated by Working Interest Owners having a combined Unit Secondary Phase Participation of at least eighty-five percent (85%) whenever such Working Interest Owners determine that Unit Operations

(Revised at the request of the Commissioner of Public Lands on December 4, 1963)

are no longer profitable or feasible. Upon such termination a certificate shall be filed in the State Land Office and in the office of the County Clerk of Lea County, New Mexico to evidence such termination.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, Unit Operations shall cease and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate Tracts.

18.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove Unit Equipment.

ARTICLE 19

EXECUTION

19.1 Original, Counterpart, or Other Instrument. A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests that may be owned or controlled by such party.

ARTICLE 20

GENERAL

20.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners and duly recorded in the records of Lea County, New Mexico.

20.2 Action by Working Interest Owners. Any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

20.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

20.4 Creation of New Interests. If any Working Interest Owner shall, after executing this agreement, create any Overriding Royalty, Production Payment, or other similar interest, hereafter referred to as "new interest", out of its interest subject to this agreement, such new interest shall be subject to all the terms and provisions of this agreement and of Article 17 of the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

GULF OIL CORPORATION

W.B.H.
H.A.R.
7/10/63

ATTEST:

[Signature]
Assistant Secretary

By *[Signature]*
Attorney-in-Fact

Date: September 16, 1963

STATE OF NEW MEXICO

COUNTY OF CHAVES

The foregoing instrument was acknowledged before me this 16th day of September, 1963, by W. B. HOPKINS, Attorney in Fact of GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

[Notary Seal]
NOTARY PUBLIC

[Signature]
Notary Public

My Commission Expires: August 15, 1966

OIL CONSERVATION COMMISSION
P. O. BOX 871
SANTA FE, NEW MEXICO

May 25, 1964

C
O
P
Y

Gulf Oil Corporation
P. O. Box 1938
Roswell, New Mexico 88201

Attention: Mr. W. B. Hopkins

Re: Enlargement of Unit Area
Northwest Eumont Unit,
Lea County, New Mexico

Gentlemen:

This is to advise that the New Mexico Oil Conservation Commission has this day approved the enlargement of the Northwest Eumont Unit Area to include the N/2 SE/4 and SE/4 SE/4 of Section 33, Township 19 South, Range 36 East, NMPM, by reason of Subsequent Joinder of Working Interest Owners and by Consent and Ratification of Royalty Owners. This approval subject to like approval by the Commissioner of Public Lands of the State of New Mexico.

Very truly yours,

A. L. PORTER, Jr.,
Secretary-Director

ALP/JEK/og

cc: Commissioner of Public Lands - Santa Fe

2781

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. J. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico 88201

May 20, 1964

The Commissioner of Public Lands
for the State of New Mexico
P. O. Box 1148
Santa Fe, New Mexico

Mr. A. L. Porter, Jr.
Secretary and Director
New Mexico Oil Conservation Commission
P. O. Box 2088
Santa Fe, New Mexico

Re: Northwest Eumont Unit
Lea County, New Mexico
Application for Enlargement of Unit
by the Commitment of Tract No. 21

RECORDED
MAY 27 1964

Gentlemen:

Gulf Oil Corporation as the Unit Operator for the Northwest Eumont Unit, Lea County, New Mexico does hereby make application for the enlargement of the Unit Area by reason of the Subsequent Joinder of Working Interest Owners owning approximately 98.6% of the total working interest and by the Consent and Ratification of Royalty Owners whose aggregate interests exceed 99.85%, and in support thereof states as follows:

1. That this application for enlargement is made pursuant to Article 12 of the Northwest Eumont Unit Agreement which states:

"12.1 Enlargements of Unit Area. The Unit Area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by Working Interest Owners and upon approval by the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico, including but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to be allocated to the acreage shall be reasonable, fair, and based on all available information.



12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.1.4 The execution or ratification of this agreement, by a person owning a Royalty Interest in any Tract being brought into the Unit Area by an enlargement, shall have the effect of committing to the Unit all his Royalty Interest in each Tract being added to the Unit as well as in each Tract previously included in the Unit Area.

12.2 Determination of Tract Participation. Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A and B accordingly.

12.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners, approval of the enlargement by the appropriate government authority, and the filing for record of revised Exhibits A and B in the records of the Commissioner of Public Lands for the State of New Mexico and in Lea County, New Mexico."

2. Transmitted herewith marked Exhibit "A" is a revised Plat showing the Unit Area with the inclusion of Tract 21, which said plat shows Tract 21 to constitute the N/2 SE/4 and SE/4 SE/4 of Section 33, Township 19 South, Range 36 East, N.M.P.M. Upon approval of this enlargement this Exhibit "A" will be certified and filed as a revision of the Exhibit "A" effective on the first day of the month following the approval of such enlargement.

3. Attached hereto marked Exhibit "B" to Unit Agreement is a revised schedule of participation which has been calculated pursuant to Section 5 of the Unit Agreement, which sets out the formula for primary and secondary participations of tracts. Upon approval of the enlargement of the Unit Area to incorporate or include Tract 21 this revised exhibit will be certified and filed as required.

4. Enclosed herewith marked Exhibit "C" is a schedule of unit participation of the various working interest owners which shows the aggregate unit participation of each working interest owner without regard to particular tracts. This exhibit also has been revised as an exhibit to the Unit Operating Agreement and upon approval of the incorporation and inclusion of Tract 21 this schedule also will be certified and filed as required.

May 20, 1964
Page 3

5. Also attached hereto are reproduced copies (there being only one original copy of each instrument in existence) of the consents of various working interest owners presently committed to the unit consenting to the enlargement of the Unit Area by the incorporation and inclusion of Tract 21.

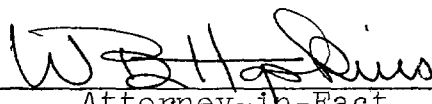
6. Also attached hereto are two copies (reproduced copies for the Commission) of working interest owners' jointenders which have not previously been filed. These instruments, together with instruments now on file with the Commissioner of Public Lands for the State of New Mexico, constitute our evidence for the sufficiency of commitment of working interest owners to Tract 21.

7. Finally, there is attached hereto two copies (reproduced copies for the Commission) of Consents and Ratifications by royalty owners in Tract 21 which, when considered together with similar instruments already filed with the Commissioner of Public Lands for the State of New Mexico, constitute our evidence for the proper qualification of Tract 21 for commitment to the Unit Area after enlargement.

Wherefore, Gulf Oil Corporation respectfully requests that the Oil Conservation Commission for the State of New Mexico enter its order of administrative approval for the enlargement of the Unit Area to incorporate and include Tract 21 consisting of the N/2 SE/4 and the SE/4 SE/4 of Section 33, Township 19 South, Range 36 East, N.M.P.M., and that the Commissioner of Public Lands issue his Order enlarging the Unit Area and accepting the commitment of Tract No. 21, above described.

Respectfully submitted,

GULF OIL CORPORATION

By 
Attorney-in-Fact

WVK:ejj

Enclosures

cc: New Mexico Oil Conservation Commission
Hobbs Area Office
Hobbs, New Mexico

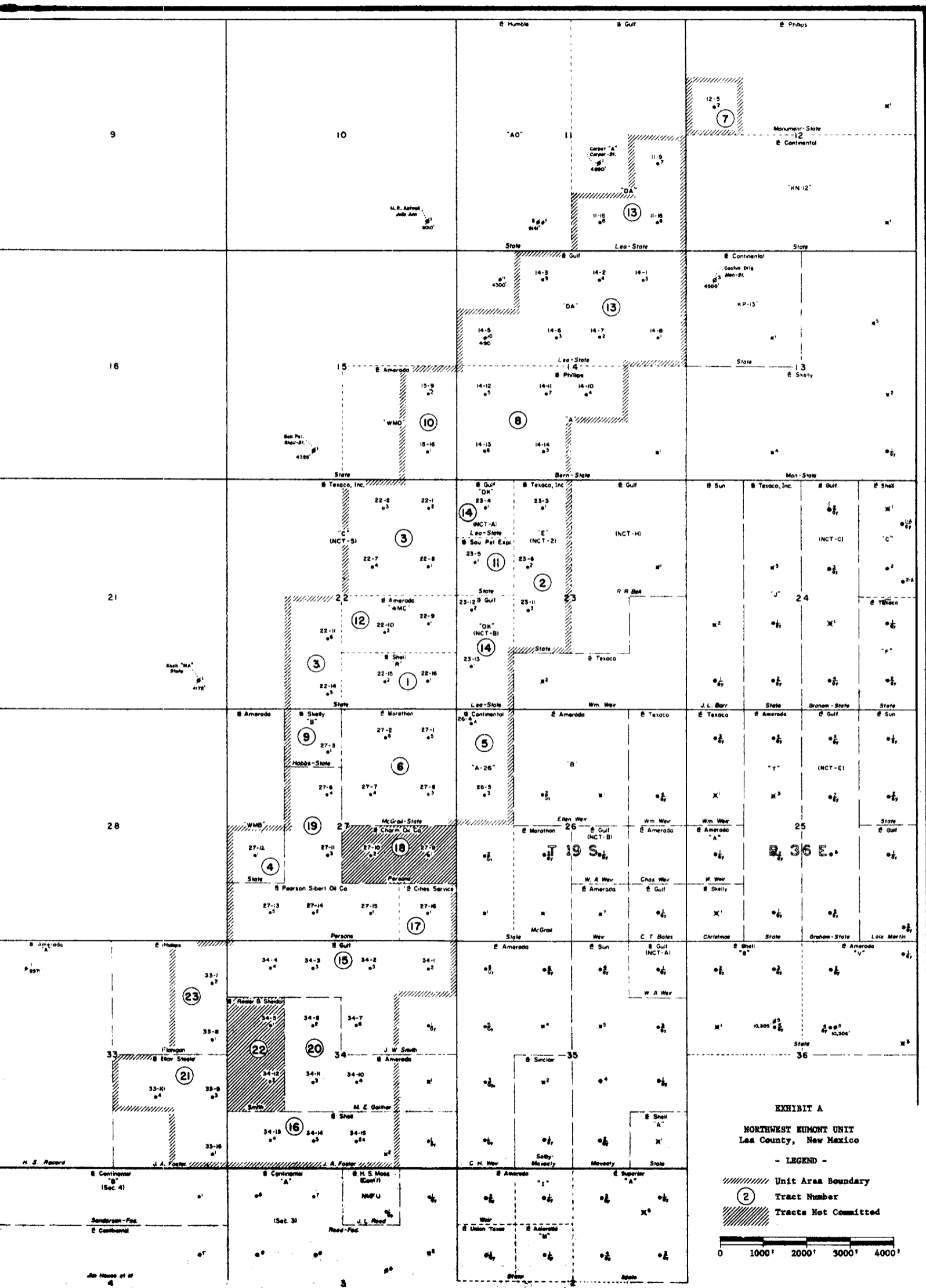





EXHIBIT A
NORTHWEST KUMONT UNIT
Lea County, New Mexico

- LEGEND -

-  Unit Area Boundary
-  Tract Number
-  Tracts Not Committed

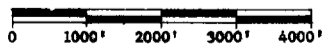


EXHIBIT "B" TO UNIT AGREEMENT
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
1	S/2 SE/4 Sec.22, T19S, R36E (State R)	80	A-1118 Sept. 15, 1928	1/8	Shell Oil Company	None	Shell Oil Company 100%	1.7510	2.4657
2	E/2 NW/4 & NE/4 SW/4 Sec.23, T19S, R36E (NM State E NCT-2)	120	B-154-2 Aug. 14, 1931	1/8	Texaco Inc.	None	Texaco Inc. 100%	7.1818	5.1445
3	NE/4 & E/2 SW/4 Sec.22, T19S, R36E (NM State C NCT-5)	240	B-159-1 Aug. 14, 1931	1/8	Texaco Inc.	None	Texaco Inc. 100%	3.9548	5.0821
4	NW/4 SW/4 Sec.27, T19S, R36E	40	B-1040 July 11, 1932	1/8	Amerada Petroleum Corporation	None	Amerada Petroleum Corp. 100%	0.5640	0.6135
5	W/2 NW/4 Sec.26, T19S, R36E (State A-26)	80	B-2656 Sept.23, 1933	1/8	Continental Oil Company	None	Continental Oil Co. 100%	2.3870	3.1414
6	NE/4 Sec.27, T19S, R36E (State McGrail)	160	B-3654 Jan. 11, 1935	1/8	Ohio Oil Company (Now Marathon Oil Company)	None	Marathon Oil Co. 100%	5.1616	8.0425
7	SW/4 NW/4 Sec.12, T19S, R36E (Monument)	40	B-10164 Mar. 10, 1943	1/8	Phillips Petroleum Company	None	Phillips Petroleum Co. 100%	0.9668	0.6529
8	SW/4 & NW/4 SE/4 Sec.14, T19S, R36E (State Bern "A")	200	B-10268 May 10, 1943	1/8	Phillips Petroleum Company	None	Phillips Petroleum Co. 100%	8.6448	8.0401
9	NE/4 NW/4 Sec.27, T19S, R36E (Hobbs "B" State)	40	E-1293 Apr. 10, 1947	1/8	Skelly Oil Company	None	Skelly Oil Company 100%	0.2567	0.3619
10	E/2 SE/4 Sec.15, T19S, R36E (State WM "D")	80	E-2603 Apr. 11, 1949	1/8	Amerada Petroleum Corporation	None	Amerada Petroleum Corp. 100%	1.0396	2.1943
11	SW/4 NW/4 Sec.23, T19S, R36E (State E)	40	E-2653 May 10, 1949	1/8	Southern Petroleum Exploration Inc.	None	Southern Petroleum Expl. Inc. 100%	1.2557	1.6427
12	N/2 SE/4 Sec.22, T19S, R36E (State WM "C")	80	E-3440 Apr. 10, 1950	1/8	Amerada Petroleum Corporation	None	Amerada Petroleum Corp. 100%	1.7104	2.4055
13	NE/4, S/2 NW/4, NE/4 NW/4 Sec.14 & S/2 SE/4, NE/4 SE/4 Sec.11, T19S, R36E (Lea State DA)	400	E-7419 Sept. 15, 1953	1/8	Gulf Oil Corporation	None	Gulf Oil Corp. 100%	7.5172	7.8795

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
14	NW/4 NW/4, W/2 SW/4 Sec. 23, T19S, R36E (Lea State DK)	120	E-7572 Nov. 17, 1953	1/8	Gulf Oil Corporation	None	Gulf Oil Corp. 100%	3.3729	4.0370
15	N/2 N/2, SW/4 NE/4 Sec. 34, T19S, R36E (J. W. Smith)	200	May 13, 1926	1/8	Gulf Oil Corporation	None	Gulf Oil Corp. 100%	6.8355	7.7779
16	S/2 SW/4, SW/4 SE/4 Sec. 34, T19S, R36E (J. A. Foster)		July 21, 1928	1/8	Roxana Petroleum Corp. (Now Shell Oil Company)	None	Shell Oil Company 100%	17.0625	15.3313
17.	SE/4 SE/4 Sec. 27, T19S, R36E (Persons)	40	Feb. 1, 1930	1/8	F. J. Danglade	None	Cities Service Oil Co. 100%	3.1538	3.9783
18	N/2 SE/4 Sec. 27, T19S, R36E (Persons)	80	Feb. 1, 1930	1/8	F. J. Danglade	None	Charm Oil Co. 50% Cities Service Oil Co. 50%	Not Committed as of April 1, 1964	
19	SE/4 NW/4, NE/4 SW/4, S/2 SW/4 and SW/4 SE/4 Sec. 27, T19S, R36E (Persons)	200	Feb. 1, 1930	1/8	F. J. Danglade	1/16 of 8/8 on oil & gas if wells average 40 BOPD per well or less. 1/8 of 8/8 on oil & gas if wells average 40 BOPD per well or more. 1/16 of 8/8 on gas when wells average 500,000 CFPD per well or less. 1/8 of 8/8 on gas when wells average 500,000 CFPD per well or more.	Pearson-Sibert Oil Co. of Texas 50% Mortimer A. Kline 20% A. F. Gilmore and Co. 30%	3.6588	3.1365
20	SE/4 NW/4, NE/4 SW/4 NW/4 SE/4 Sec. 34, T19S, R36E (M.E. Gaither Farm)	120	June 15, 1932	1/8	Amerada Petroleum Corporation	None	Amerada Petroleum Corp. 100%	15.3737	10.8471
21	N/2 SE/4 & SE/4 SE/4 Sec. 33, T19S, R36E (J. A. Foster)	120	Aug. 14, 1946	13.2634%	Roy G. Barton Frank W. Beer Harry Leonard Est. Haggard Brothers W.A. Chalk, Exec. of Est. of Tobe Foster	None	Roy G. Barton 2.499521 Frank W. Beer 9.697636 W. A. Chalk 1.337613	0.0728	0.0717
								0.2825	0.2783
								0.0390	0.0384

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
21 (Contd)					Elliott Johnson W. G. Ross Leonard Oil Co. Francis J. Spellman Blair Steele Sunshine Royalty Co.		First, Natl. Bank, Roswell, Emmett D. White & Ralph A. Shugart, Trustees Under the Will of Harry Leonard 1.801431 Joyce Foster Fisher 0.0130 Toby Foster 10.032097 Roger Foster 0.445833 Marva Lou Foster 0.445833 Haggard Bros. 9.697636 Elliott Johnson 0.607933 Jana Foster Jones 6.688065 W. G. Ross 5.319899 Leonard Oil Co. 1.801431 Francis J. Spellman 1.229469 Blair Steele 44.346908 Sunshine Royalty Co. 3.602862	0.0517 0.0128 0.2879 0.0128 0.0128 0.2783 0.0175 0.1920 0.1527 0.0517 0.0353 1.2729 0.1034	
22	SW/4 NW/4 & NW/4 SW/4 Sec. 34, T19S, R36E	80	May 1, 1954	20.2148%	Vilas P. Sheldon	None	L.W. Wickes Agent Corp. Resler & Sheldon J. Hiram Moore	Not Committed as of April 1, 1964	
23	E/2 NE/4 Sec. 33, T19S, R36E	80		0.0641%	Phillips Petroleum Company	25.6859%	Phillips Petroleum 100%	1.5797	1.2186

TOTAL	2,760	TOTAL	STATE OF NEW MEXICO LEASES	1,720 Acres	FEE LEASES	1,040 Acres	TOTAL	2,760 Acres	COMMITTED	
									As Of	100.0000
				1,720 Acres		880 Acres		2,600 Acres		

EXHIBIT "C"

NORTHWEST EUMONT UNIT
SCHEDULE OF UNIT PARTICIPATION

<u>WORKING INTEREST OWNER</u>	<u>PRIMARY PHASE PARTICIPATION</u>	<u>SECONDARY PHASE PARTICIPATION</u>
AMERADA PETROLEUM CORPORATION	18.6877	16.0604
ROY G. BARTON	0.0728	0.0717
FRANK W. BEER	0.2825	0.2783
W. A. CHALK	0.0390	0.0384
CITIES SERVICE OIL COMPANY	3.1538	3.9783
CONTINENTAL OIL COMPANY	2.3870	3.1414
JOYCE FOSTER FISHER	0.0130	0.0128
MARVA LOU FOSTER, TRUSTEE	0.0130	0.0128
ROGER FOSTER	0.0130	0.0128
TOBY FOSTER	0.2922	0.2879
A. F. GILMORE AND COMPANY	2.1953	1.8819
GULF OIL CORPORATION	17.7256	19.6944
HAGGARD BROTHERS	0.2825	0.2783
ELLIOTT JOHNSON	0.0177	0.0175
JANA FOSTER JONES	0.0390	0.0384
MORTIMER A. KLINE	1.4635	1.2546
FIRST NATIONAL BANK OF ROSWELL, EMMETT D. WHITE and RALPH A. SHUGART, TRUSTEES UNDER WILL OF HARRY LEONARD	0.0525	0.0517
LEONARD OIL COMPANY	0.0525	0.0517
MARATHON OIL COMPANY	5.1616	8.0425
PEARSON-SIBERT OIL COMPANY OF TEXAS	3.6588	3.1365
PHILLIPS PETROLEUM COMPANY	11.1913	9.9116
W. G. ROSS	0.1549	0.1527
SHELL OIL COMPANY	18.8135	17.7970
SKELLY OIL COMPANY	0.2567	0.3619
FRANCIS J. SPELLMAN	0.0358	0.0353
SOUTHERN PETROLEUM EXPLORATION INC.	1.2557	1.6427
BLAIR STEELE	1.2918	1.2729
SUNSHINE ROYALTY COMPANY	0.1049	0.1034
TEXACO INC.	11.1366	10.2266
TOTAL	100.0000	100.0000

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 86201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

As reported at the March 25, 1964 Operators' Committee meeting, all tracts except three qualified for inclusion in the Unit, which became effective April 1, 1964. Tracts No. 18 and 22 are not in the Unit as a result of the operator not choosing to join the unitized effort. The omission of these tracts should not prove harmful to the Unit since no waterflooding activities are planned in this area for some time. Although Gulf personnel have not discussed offset water injection cooperation, it has been informed that Mr. V. P. Sheldon, operator of both tracts, will cooperatively waterflood his leases in conjunction with Unit activities.

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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: 
For: GULF OIL CORPORATION
Date: APR 10 1964

WGH:bc

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. HOPKINS
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

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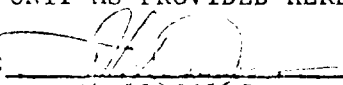
Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Our approval is conditioned on qualification of Tract No. 21 on or before June 1, 1964, and the understanding that its participation in Unit income will be effective from the date of its inclusion.

APPROVE INCLUSION OF TRACT NO. 21 in the Unit.
IN UNIT AS PROVIDED HEREIN.

Yours very truly,


M. I. Taylor

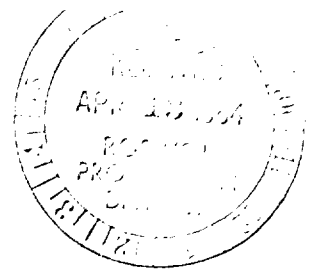
By: 
For: Shell Oil Company
Date: April 10, 1964

WGH:bc



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT



P. O. Drawer 1938
Roswell, New Mexico 88201

April 8, 1964

W. G. HODKINS
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. MORTLOCK
DISTRICT EXPLORATION
MANAGER
H. A. RANKIN
DISTRICT SERVICES MANAGER

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: 

For: MARATHON OIL COMPANY

Date: April 10, 1964

VMH:bc



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

As reported at the March 25, 1964 Operators' Committee meeting, all tracts except three qualified for inclusion in the Unit, which became effective April 1, 1964. Tracts No. 18 and 22 are not in the Unit as a result of the operator not choosing to join the unitized effort. The omission of these tracts should not prove harmful to the Unit since no waterflooding activities are planned in this area for some time. Although Gulf personnel have not discussed offset water injection cooperation, it has been informed that Mr. V. P. Sheldon, operator of both tracts, will cooperatively waterflood his leases in conjunction with Unit activities.

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Article 9.2 of the Unit Agreement provides that the commitment of any tract after the effective date will be subject to the qualifications of the Unit Agreement and upon such terms as may be negotiated. In this regard, Gulf recommends that Tract No. 21 be brought into the Unit as soon as the needed 85 per cent of its ownership has ratified the Unit instruments and be offered a Unit participation the same as it would have received as though it qualified on April 1, 1964. Therefore, each working interest owner is asked to approve this plan by promptly returning an approved copy of this letter to Gulf. When working interest owner approval has been obtained, Gulf personnel will take all the necessary steps to bring Tract No. 21 into the Unit.

Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: 
For: Continental Oil Company
Date: April 10, 1964

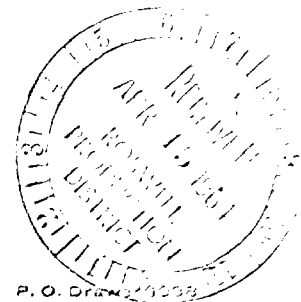
WHT:bc



WBT

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT



W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

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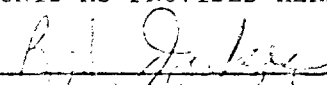

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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: 
For: 
Date: April 13, 1964
WBT:bc



10/15/64
Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

P. O. Drawer 1938
Roswell, New Mexico 88201

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,

IF THE REQUIRED 85% TRACT WIO
RATIFICATION IS OBTAINED PRIOR
TO OCTOBER 1, 1964, TEXACO DOES
APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.


M. I. Taylor

By:  W. C. Lenz, Asst. Divn. Mgr.
For: Texaco Inc.
Date: April 14, 1964
WGL:bc



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1936
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

Gentlemen:

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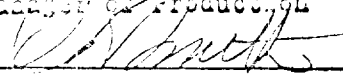
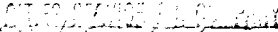
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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: 
For: 
Date: 4/17/64
JAM:bc



RECEIVED

APR 10 1964

NORTHWEST EUMONT UNIT

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. C. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

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Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.



For:

Date: April 13, 1964

WMT:bc



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

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Yours very truly,


M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: Richard D. Feltine Agent
For: Hanson-Sibert Oil Co. of Texas
Date: 4-27-64
JMI:bc



BT
Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 8, 1964

P. O. Drawer 1938
Roswell, New Mexico 88201

TO ALL WORKING INTEREST OWNERS
NORTHWEST EUMONT UNIT
LEA COUNTY, NEW MEXICO

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Revision of the Unit exhibits is being made. When this work is completed, copies of Unit Agreement, Unit Operating Agreement, Certificate of Effectiveness, Certificate of Approval of the Land Commissioner, and all associated recording data will be forwarded to each working interest owner.

Yours very truly,

M. I. Taylor
M. I. Taylor

APPROVE INCLUSION OF TRACT NO. 21
IN UNIT AS PROVIDED HEREIN.

By: *John W. Smith - President*
For: SOUTHERN PETROLEUM EXPLORATION
Date: April 16, 1964
WJL:bc



2911

MAY 25 1964

May 25, 1964

Gulf Oil Corporation
P. O. Drawer 1938
Roswell, New Mexico

Re: Northwest Eumont Unit
Lea County, New Mexico
Enlargement of Unit Area
by Commitment of Tract No. 21

Attention: Mr. W. B. Hopkins

Gentlemen:

The Commissioner of Public Lands approved as of May 25, 1964, your Application for Enlargement of the Northwest Eumont Unit, Lea County, New Mexico, by approval of Commitment of Tract No. 21 to the Unit.

This Enlargement to become effective as of 7:00 a.m. on the first day of June, 1964.

Very truly yours,

E. S. JOHNNY WALKER
COMMISSIONER OF PUBLIC LANDS

BY:
(Mrs.) Marian M. Rhea, Supervisor
Unit Division

ESW/mmr/v

cc:

Oil Conservation Commission
Santa Fe, New Mexico

GOVERNOR
JACK M. CAMPBELL
CHAIRMAN

State of New Mexico
Oil Conservation Commission



P. O. BOX 871
SANTA FE

March 4, 1964

LAND COMMISSIONER
E. S. JOHNNY WALKER
MEMBER

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

Mr. Bill Kastler
Gulf Oil Corporation
P. O. Box 1938
Roswell, New Mexico

Re: Case No. 2981
Order No. R-2657
Applicant:
Gulf Oil Corporation

Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Very truly yours,

A. L. PORTER, JR.
Secretary-Director

ix/

Carbon copy of order also sent to:

Hobbs OCC x

Artesia OCC

Astec OCC

OTHER Mr. Frank Irby