MAIN OFFICE Bestern Natural Gas Company

1855 MAY 60 MM 8:11

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1006 MAIN STREET

Houston 2, Texas

W. K. DAVIS VICE-PRESIDENT IN CHARGE OF OPERATIONS

May 18, 1955

New Mexico Oil Conservation Commission P.O. Box 871 Santa Fe, New Mexico

Gentlemen:

On March 26, 1955, we made application for administrative approval of unorthodox gas proration unit consisting of 160 acres in the northwest quarter of Section 25, Township 23S, Range 36E, Lea County, New Mexico. This unit was to be assigned to our Lankford #1 casing completion in the Jalmat Pool.

As yet, we have not received an order approving this application. We will appreciate it if you will advise us concerning its status. Please let us know if there is anything else required in connection with this application.

Yours very truly,

aul Aright

PCW:mn cc :K.P. Moore R.H. McKoy

# OIL CONSERVATION COMMISSION

### BOX 2045

## HOBBS, NEW MEXICO

DATE 4/5/55

-	MR. W. E. MACEY OIL CONSERVATION COMMISSION BOX 871 SANTA FE, NEW MEXICO	RE: PRCPOSED NSP 13	3
]	Dear Mr. Macey:	PROPOSED NSL	
-	I have examined the application dated _	3/26/55	
	for the <u>Western Natural Gas Company</u> Operator Lease	Lankford #1-C 25 and Well No. S-	<u>-23-36</u>
	and my recommendations are as follows:		
	ok-sjs		
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		Yours very truly,	
	Ç	IL CONSERVATION COMMI	SSION
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hs 160		Stanley J. Stanley Engineer	2a • .

ec: OCC- Hobbs 3/29/55

#127155 MAIN OFFITDEStern Matural Gas Company due 4/26/55

1955 MAR 2.8 MM 9:16

Houston 2, Texas

March 26, 1955

W. K. DAVIS VICE-PRESIDENT

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> IN CHARGE OF OFFRATIONS

New Mexico Oil Conservation Commission P.O. Box 871 Santa Fe, New Mexico

Gentlemen:

We herewith make application in triplicate for an unorthodox gas proration unit of 160 acres consisting of the northwest quarter of Section 25, Township 23S, Range 36E, Lea County, New Mexico. This unit is to be assigned to our Lankford #1 Casing completion in the Jalmat Pool, located 660' from the north line and 1980' from the west line of Section 25-238-36E. We attach herewith three copies of the plat of this unit showing acreage involved, the location of the well, and the offset ownership.

We wish to make the following statements in compliance with Order No. R-520:

- X. Our Lankford #1 well was worked over and dually completed on June 30, 1953 in conformance with the rules and regulations in effect at that time.
- 2. This well is completed within the vertical limits and horizontal limits of the Jalmat Pool.
- 3. The location falls within the limits prescribed for a 160 acre unit by Rule 5 (a), Order No. R-520.
- 4. The unit consists of continuous and contiguous acreage.
- 5. The unit lies wholly within a governmental section.
- 6. In my opinion, the unit is reasonably productive of gas.
- 7. The unit does not exceed 5280' along its length or width.
- 8. By copy of this letter and plat, we have notified the following offset owners by registered U.S. Mail:

Continental Oil Company	Texas Pacific Coal & Oil Company
Box 427	Box 2110
Hobbs, New Mexico	Fort Worth, Texas

8. (Con't)

> Albert Gackle 419 Ft. Worth National Bank Building Fort Worth 2, Texas

Sinclair Oil and Gas Company Box 1470 Hobbs, New Mexico

Magnolia Petroleum Company Box 727 Kermit, Texas

Southern California Petroleum Corp. Box 172 Midland, Texas

Baker and Taylor Drlg. Company 712 1st National Bank Bldg. Amarillo, Texas

General Crude Oil Company Route 2 Hamlin, Texas

- 9. In my opinion, this well will produce the allowable normally assigned to a 160 acre gas proration unit.
- We have made arrangements with Magnolia Petroleum Company and General 10. Crude Oil Company to include their acreage in the southwest quarter of the northwest quarter of Section 25-238-36E within this unit. Attached herewith are copies of assignments from Magnolia Petroleum Company and General Crude Oil Company to Western Natural Gas Company on this acreage.

ruly yours ight

Paul C. Wright

PCW:mn

cc :K.P. Moore R.H. McKoy Continental Oil Company Texas Pacific Coal & Oil Co. Albert Gackle Southern California Petroleum Corp. Sinclair Oil and Gas Company Baker and Taylor Drlg. Company Magnolia Petroleum Company General Crude Oil Company

I hereby certify that the statements made in this application are true and correct to the best of my knowledge and belief.

Wright

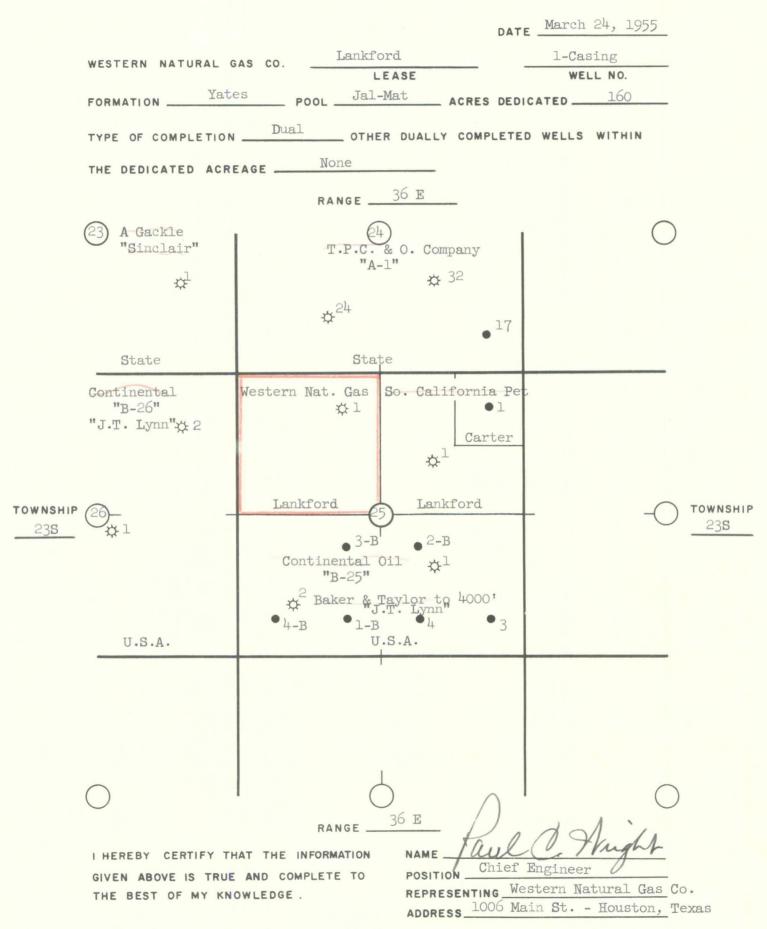
Chief Engineer Title

SUBSCRIBED AND SWORN TO BEFORE ME THE

(SEAL)

à DAY OF COUNTY TEXAS

MARY NICHOLS Notary Public in and for Hairis County, Texas actes



## STATE OF NEW MEXICO COUNTY OF LEA

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KNOW ALL MEN BY THESE PRESENTS:

That, GENERAL CRUDE OIL COMPANY, a corporation, incorporated under the , with its principal office at Houston, laws of the State of Delaware Harris County, Texas , and having a permit to do business in the State of New Mexico, for and in consideration of the sum of FIVE DOLLARS (\$5.00), to it cash in hand paid by WESTERN NATURAL GAS COMPANY, the receipt of which is hereby acknowledged and for the further consideration hereinafter recited, and subject to the exceptions and reservations hereinafter stated, has GRANIED, CONVEYED and ASSIGNED and by these presents, does hereby GRANT, CONVEY and ASSIGN, unto the said WESTERN NATURAL GAS COMPANY, with an office in Houston, Texas, all of the right, title and interest of GENERAL CRUDE OIL COMPANY in and to the gas rights only (gas is defined as gas in its natural state as produced from the well and includes its content of gasoline and all liquefiable hydrocarbons produced at the well head by ordinary production methods but does not include "casinghead gas", which is defined as gas and its products produced with oil from an oil well and an oil stratum) in the following described leases, insofar as the same cover the land hereinafter described, down to and including the depth of 4,000 feet, to-wit:

- 1. (NM-95-A) Lease dated July 10, 1930, from Empire Gas & Fuel Company to Shell Petroleum Corporation, recorded in Book 18 at Page 151 of the records of Lea County, New Mexico.
- 2. (NM-95-B) Lease dated July 10, 1930, from Atlantic Oil Producing Company to Shell Petroleum Corporation, recorded in Book 18 at Page 152 of the records of Lea County, New Mexico.
- 3. (NM-95-C) Lease dated July 8, 1930, from Kirby Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 153 of the records of Lea County, New Mexico.
- 4. (NM-95-D) Lease dated July 10, 1930, from Edson Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 154 of the records of Lea County, New Mexico.
- 5. (NM-95-E) Lease dated July 10, 1930, from Federal Royalties Company, Inc. to Shell Petroleum Corporation, recorded in Book 18 at Page 155 of the records of Lea County, New Mexico.
- 6. (NM-95-F) Lease dated July 10, 1930, from Cranfill-Reynolds Company to Shell Petroleum Corporation, recorded in Book 18 at Page 156 of the records of Lea County, New Mexico.

7. (NM-95-G) Lease dated July 10, 1930, from Magnolia Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 157 of the records of Lea County, New Mexico.

insofar and only insofar as each of the above listed leases covers the  $SW_{4}^{1} NW_{4}^{1}$  of Section 25-238-36E, Lea County, New Mexico, 40 acres, more or less.

Reference is hereby made to the above leases and the record thereof for this and for all other purposes.

There is excepted from this assignment and reserved unto General Crude Oil Company, assignor herein, its successors and assigns, all rights, titles, estates and interests in the oil and oil rights at all depths and the gas and gas rights, below the depth of 4,000 feet, in the above described leases, or any modifications, renewals or extensions thereof.

There is excepted from this assignment and reserved unto General Crude Oil Company, its successors and assigns, a free overriding royalty of 8/128 (1/2 of 1/8 of 8/8) of all gas that may be produced and saved from the premises as herein assigned, under and by virtue of the above described leases or any modifications, renewals or extensions, thereof above the depth of 4,000 feet.

The overriding royalty herein reserved shall be received by the assignor herein, its successors and assigns, as a free perpetual overriding royalty without cost or expense of production.

Said overriding royalty herein reserved shall be measured on the basis of the market value thereof at the well.

Fuel gas for operating the premises shall be deducted before computing said overriding royalty.

Insofar as the overriding royalty interest herein reserved is concerned, General Crude Oil Company hereby agrees that the assignee, its successors and assigns, may consolidate the leasehold estate hereby assigned with a similar area described as the North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 25-238-36E, Lea County, New Mexico, in order to form a 160 acre unit for the production of gas, and in the event of such consolidation, General Crude Oil Company's proportion of the gas production from the consolidation unit by virtue of its ownership of said overriding royalty shall be 8/512 (1/4 of 1/2 of 1/8 of 8/8) of all

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gas produced from the consolidated unit.

This assignment shall automatically terminate and the gas rights conveyed herein shall revert to General Crude Oil Company thirty (30) days after the date on which the well located in the center of the  $NE_{4}^{1}$   $NW_{4}^{1}$  of Section 25-238-36E, Lea County, New Mexico, or any subsequent well located on a unit composed of the  $NW_{4}^{1}$  of Section 25-238-36E, Lea County, New Mexico, ceases to produce, above the depth of 4,000 feet, gas attributed to such unit and accounted for on a unit basis. However, if on such reversion date the above described leases remain in force and assignee, its successors and assigns, is then engaged in operations for drilling, mining or reworking any well in an effort to resume the production of gas, above 4,000 feet, for the benefit of said unit, then in that event this assignment shall remain in force so long as such operations are prosecuted (whether on the same or different wells) with no cessation of more than thirty (30) days, and if they result in gas production, so long thereafter as gas is produced on the unit basis. Nothing herein contained shall be construed to modify the provisions of the assigned leases.

This assignment is made without warranty of title, either expressed or implied.

IN WITNESS WHEREOF, GENERAL CRUDE OIL COMPANY has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed at Houston, Texas , this the 16th day of March

tant=Secretary

GENERAL CRUDE OIL COMPANY

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STATE OF TEXAS COUNTY OF HARRIS

On this <u>l6th</u> day of <u>March</u>, 1955, before me appeared <u>J. W. Cutbirth</u>, to me personally known, who, being by me duly sworn, did say that he is the Vice President of GENERAL CRUDE OIL COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said <u>J. W. Cutbirth</u> acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

Roselle Davisson Roselle DAVISSON Notary Public

Avra 1, 1955

WMMjr:jp (4) 1-26-55

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STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That MAGNOLIA PETROLEUM COMPANY, a corporation, incorporated under the laws of the State of Texas, with its principal office at Dallas, Texas, and having a permit to do business in the State of New Mexico, for and in consideration of the sum of FIVE DOLLARS (\$5.00), to it cash in hand paid by WESTERN NATURAL GAS COMPANY, the receipt of which is hereby acknowledged and for the further consideration hereinafter recited, and subject to the exceptions and reservations hereinafter stated, has GRANTED, CONVEYED and ASSIGNED and by these presents, does hereby GRANT, CONVEY and ASSIGN, unto the said WESTERN NATURAL GAS COMPANY, with an office in Houston, Texas, all of the right, title and interest of MAGNOLIA PETROLEUM COMPANY in and to the gas rights only (gas is defined as gas in its natural state as produced from the well and includes its content of gasoline and all liquefiable hydrocarbons produced at the well head by ordinary production methods but does not include "casinghead gas", which is defined as gas and its products produced with oil from an oil well and an oil stratum) in the following described leases, insofar as the same cover the land hereinafter described, down to and including the depth of 4,000 feet, to-wit:

- 1. (NM-95-A) Lease dated July 10, 1930, from Empire Gas & Fuel Company to Shell Petroleum Corporation, recorded in Book 18 at Page 151 of the records of Lea County, New Mexico.
- 2. (NM-95-B) Lease dated July 10, 1930, from Atlantic Oil Producing Company to Shell Petroleum Corporation, recorded in Book 18 at Page 152 of the records of Lea County, New Mexico.
- 3. (NM-95-C) Lease dated July 8, 1930, from Kirby Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 153 of the records of Lea County, New Mexico.
- 4. (NM-95-D) Lease dated July 10, 1930, from Edson Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 154 of the records of Lea County, New Mexico.
- 5. (NM-95-E) Lease dated July 10, 1930, from Federal Royalties Company, Inc. to Shell Petroleum Corporation, recorded in Book 18 at Page 155 of the records of Lea County, New Mexico.
- 6. (NM-95-F) Lease dated July 10, 1930, from Cranfill-Reynolds Company to Shell Petroleum Corporation, recorded in Book 18 at Page 156 of the records of Lea County, New Mexico.

7. (NM-95-G) Lease dated July 10, 1930, from Magnolia Petroleum Company to Shell Petroleum Corporation, recorded in Book 18 at Page 157 of the records of Lea County, New Mexico.

insofar and only insofar as each of the above listed leases covers the SWL NWL of Section 25-23S-36E, Lea County, New Mexico, 40 acres, more or less. Reference is hereby made to the above leases and the record thereof for this and for all other purposes.

There is excepted from this assignment and reserved unto Magnolia Petroleum Company, assignor herein, its successors and assigns, all rights, titles, estates and interests in the oil and oil rights at all depths and the gas and gas rights, below the depth of 4,000 feet, in the above described leases, or any modifications, renewals or extensions thereof.

There is excepted from this assignment and reserved unto Magnolia Petroleum Company, its successors and assigns, a free overriding royalty of 8/128 (1/2 of 1/8 of 8/8) of all gas that may be produced and saved from the premises as herein assigned, under and by virtue of the above described leases or any modifications, renewals or extensions, thereof above the depth of 4,000 feet.

The overriding royalty herein reserved shall be received by the assignor herein, its successors and assigns, as a free perpetual overriding royalty without cost or expense of production.

Said overriding royalty herein reserved shall be measured on the basis of the market value thereof at the well.

Fuel gas for operating the premisés shall be deducted before computing said overriding royalty.

Insofar as the overriding royalty interest herein reserved is concerned, Magnolia Petroleum Company hereby agrees that the assignee, its successors and assigns, may consolidate the leasehold estate hereby assigned with a similar area described as the North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 25-238-36E, Lea County, New Mexico, in order to form a 160 acre unit for the production of gas, and in the event of such consolidation, Magnolia Petroleum Company's proportion of the gas production from the consolidation unit by virtue of its ownership of said overriding royalty shall be

-2-

8/512 (1/4 of 1/2 of 1/8 of 8/8) of all gas produced from the consolidated unit.

This assignment shall automatically terminate and the gas rights conveyed herein shall revert to Magnolia Petroleum Company thirty (30) days after the date on which the well located in the center of the NE<sup>1</sup> NW<sup>1</sup> of Section 25-23S-36E, Lea County, New Mexico, or any subsequent well located on a unit composed of the NW<sup>1</sup> of Section 25-23S-36E, Lea County, New Mexico, ceases to produce, above the depth of 4,000 feet, gas attributed to such unit and accounted for on a unit basis. However, if on such reversion date the above described leases remain in force and assignee, its successors and assigns, is then engaged in operations for drilling, mining or reworking any well in an effort to resume the production of gas, above 4,000 feet, for the benefit of said unit, then in that event this assignment shall remain in force so long as such operations are prosecuted (whether on the same or different wells) with no cessation of more than thirty (30) days, and if they result in gas production, so long thereafter as gas is produced on the unit basis. Nothing herein contained shall be construed to modify the provisions of the assigned leases.

This assignment is made without warranty of title, either expressed or implied. IN WITNESS WHEREOF, MAGNOLIA PETROLEUM COMPANY has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed at Dallas, Texas, this the 27th day of January, 1955.

MAGNOLIA PETROLEUM COMPANY

Assistant

ATTEST:

Vice-President

APPROVED Logal Title F and

STATE OF TEXAS OCUNTY OF DALLAS

On this  $2\theta^{th}$  day of \_\_\_\_\_\_, 1955, before me appeared \_\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of MAGNOLIA PETROLEUM COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  $\beta_{th} = \frac{2}{2} \frac{1000}{1000}$  acknowledged said instrument to be the free act and deed of said corporation.

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

My completion month June 1, 1955

 $\mathcal{S}$ 

Notary Public

GLADYS H. WAISTER, Perfor Public In and for Dallas County, Texas