



MAIN OFFICE PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION

P. O. DRAWER 669 • ROSWELL, NEW MEXICO

May 21, 1956

F. E. CURTIS, JR.
ZONE LANDMAN

FORT WORTH
PRODUCTION DIVISION

Refer To: UNIT DIVISION

F. W. Rutter (NCT-A)
Eumont Gas Unit No. 1 -
SE/4 Section 20-198-37E,
Lea County, New Mexico.
NMOCC Admin. Order NSP-206
State Leases Nos. B-246-1,
B-2268-1 and B-1167-12.

Mr. E. S. Walker
Commissioner of Public Lands
Santa Fe, New Mexico

Dear Sir:

We enclose herewith, for your approval and filing, an original and two copies of a gas pooling agreement communitizing the dry gas and associated liquid hydrocarbons produced from the Eumont Gas Pool in and underlying the SE/4 of Section 20. This acreage is comprised of State lands, and Shell Oil Company, Herman R. Crile, et al, and Gulf Oil Corporation, as owners of valid and existing State oil and gas leases thereon, have agreed to form a gas production unit in accordance with the terms of said agreement. We also enclose herewith check in the amount of \$5.00 to cover filing fees.

To each copy of the enclosed instrument is attached a form of certificate of approval of communitization agreement. If the communitization meets with your approval, please so indicate by executing all copies of the certificate and returning the original and one copy, along with the pooling agreements, to this office for our records and those of the other parties.

For your information, the unit well for the subject unit is to be Gulf's F. W. Rutter "A" No. 3, located 1650 feet from the south and east lines of Section 20, which was completed as a single phase gas well in the Eumont Gas Pool on December 21, 1955.

Very truly yours,

F. E. Curtis, Jr.
F. E. CURTIS, JR.

SHC:dm
Encs.

cc: Shell Oil Company
Roswell, New Mexico
Attn: Mr. R. A. Clark
Mr. J. B. Headley
Roswell, New Mexico

cc: Oil Conservation Commission
Santa Fe, New Mexico
Attn: Mr. A. L. Porter
Oil Conservation Commission
Hobbs, New Mexico
Attn: Mr. R. F. Montgomery

MAIN OFFICE OCC

1956 MAY 14 AM 8:18

May 23, 1956

In reply refer to:
Unit Division

Gulf Oil Corporation
P. O. Drawer 669
Roswell, New Mexico

Re: Gulf's F. W. Kutter "A" No. 3 Well,
SE/4 of Sec. 20-19S-37E -
Communitization

Attention: Mr. F. E. Curtis, Jr.

Gentlemen:

We are returning to you an original and two copies of the above designated Communitization.

You have listed Herman R. Crile, et al., as the owners and holders of State of New Mexico Oil and Gas Lease No. B-2268, and your Communitization is executed by them.

State Land Office records show Oil Well Drilling Co., Inc., as the record owner, therefore, the Communitization must be executed as such.

We wish to call to your attention the fact that the New Mexico Oil Conservation Commission approved this non-standard proration unit as of November 22, 1955, and this well was completed as of December 12, 1955, therefore, allowable production must have been obtained shortly thereafter. We feel that this Communitization certainly should have been filed at least prior to putting this well on allowable production, and in the future we will not approve Communitizations which are presented "stating they shall be effective as of the date upon which an allowable production is first produced," unless said Communitization is presented to this office at the time allowable is granted.

Very truly yours,

E. S. WALKER
Commissioner of Public Lands

MMR/m
enc: 3
cc: OCC-Santa Fe



MAIN OFFICE PETROLEUM AND ITS PRODUCTS

1956 SEP 13 PM 1:04
GULF OIL CORPORATION

P. O. DRAWER 669 • ROSWELL, NEW MEXICO

F. E. CURTIS, JR.
ZONE LANDMAN

September 17, 1956

**FORT WORTH
PRODUCTION DIVISION**

F. W. Kutter (NCT-A)
Eumont Gas Unit No. 1 -
SE/4 Section 20-19S-37E,
Lea County, New Mexico.
Gulf Lease No. 21332.
Administrative Order NSP-206

Oil Conservation Commission
Box 871
Santa Fe, New Mexico
Attention: Mr. A. L. Porter

Oil Conservation Commission
1200 West Broadway
Hobbs, New Mexico
Attention: Mr. R. F. Montgomery

Gentlemen:

We enclose herewith, for your information and file, a photostatic copy of the gas pooling agreement for the captioned unit, executed by Gulf, Shell Oil Company and Herman R. Crile, et al, ratified by Oil Well Drilling Company and approved by the Commissioner of Public Lands on September 12, 1956.

Very truly yours,

F. E. CURTIS, JR.

SHC:dm
Enc.



PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION

P. O. DRAWER 1290 · FORT WORTH 1, TEXAS

October 27, 1955

FORT WORTH
PRODUCTION DIVISION

NSP-206

Re: Application for 160-Acre
Non-standard Gas Production
Unit, Fument Gas Pool,
Comprising SE/4 Sec. 20,
T-19-S, R-37-E, Lea County,
New Mexico

AIR MAIL

Mr. Peter Bunt
Sentinel Ranch
San Patricio, New Mexico

Mrs. Frank Foster
407 Mesquite Drive
Edna, New Mexico

Mr. Herman S. Grilo
8142 North Central Avenue
Phoenix, Arizona

Gentlemen:

Attached is a copy of an application filed by Gulf Oil Corporation on October 13, 1955, for a 160-acre non-standard gas production unit in the Fument Gas Pool to be comprised of the SE/4 of Section 20, T-19-S, R-37-E, Lea County, New Mexico. We inadvertently failed to furnish you with a copy of this application.

Toward expediting the authorization of this unit and consummating the operating agreements, it is requested that you please advise the Oil Conservation Commission of your approval and ratification of our application.

Yours very truly,

J. R. Sherman
J. R. SHERMAN

cc: Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

J. E. Hestley
1212 E. Pennsylvania
Roswell, New Mexico

WWM
10/31/55

GAS POOLING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of January, 1956, by and between GULF OIL CORPORATION, hereinafter called "Gulf", SHELL OIL COMPANY, hereinafter called "Shell", and HERMAN R. CRILE and LUCILLE W. CRILE, his wife, J. B. HEADLEY and JOHANNA HEADLEY, his wife, MRS. FRANK FOSTER, a widow, and PETER HURD, Executor of the Estate of Lucy C. K. Hurd, deceased, hereinafter called "Herman R. Crile, et al",

WITNESSETH, that

WHEREAS, Gulf is the owner and holder of State of New Mexico oil and gas lease No. B-246 dated September 10, 1931 from the State of New Mexico as Lessor, to F. Wm. Kutter, as Lessee, covering, among other lands, the $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and

WHEREAS, Shell is the owner and holder of State of New Mexico oil and gas lease No. B-1167 dated September 6, 1932 from the State of New Mexico as Lessor, to Shell Petroleum Corporation, as Lessee, covering, among other lands, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and

WHEREAS, Herman R. Crile, et al, are the owners and holders of State of New Mexico oil and gas lease No. B-2268 dated December 4, 1933 from the State of New Mexico as Lessor, to P. C. Klingsmith, as Lessee, covering, among other lands, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and

WHEREAS, it is the desire of all of the parties hereto that this agreement cover the SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico as to dry gas and associated liquid hydrocarbons produced from a gas well, as defined by the New Mexico Oil Conservation Commission within the vertical limits of the Eumont Gas Pool, as defined in said Commission's Order No. R-520, said area hereinafter being referred to as the "Pooled Proration Unit", and

WHEREAS, in order to comply with existing rules and regulations governing gas well spacing and gas proration units, and to acquire a gas allowable for the above described pooled proration unit, it is the desire of the parties hereto to pool all leasehold and royalty interests in order to form one tract or unit, and

WHEREAS, Gulf desires to operate the pooled proration unit as an entirety for the purpose of developing and producing dry gas and associated liquid hydrocarbons in accordance with the terms and provisions of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual advantages offered by this agreement, it is mutually covenanted and agreed by and between the parties hereto that the pooled proration unit shall be developed and operated by Gulf, its successors or assigns, for the production therefrom of dry gas and associated liquid hydrocarbons as an entirety, with the understanding and agreement that the dry gas and associated liquid hydrocarbons from the pooled proration unit shall be allocated among the present or future owners of leasehold or royalty interests in the proportion that the acreage interest of each bears to the entire acreage interest

committed hereto. There shall be no obligation on Gulf, or its successors or assigns, to offset any gas well or wells on separate component tracts into which such pooled proration unit is now or may hereafter be divided; nor shall Gulf, its successors or assigns be required to separately measure said dry gas or associated liquid hydrocarbons by reason of the diverse ownership of such production in and under said tract, but the lessee shall not be released from the obligation to protect said pooled proration unit from drainage by any gas well or wells which may be drilled offsetting the said tract. Payment of rentals under the terms of the leases hereinabove mentioned and described shall not be affected by this agreement except as may be herein otherwise provided.

It is further agreed that the commencement, completion, continued operation or production of a well or wells for dry gas and associated liquid hydrocarbons on the pooled proration unit shall be construed and considered as the commencement, completion, continued operation or production from each and all of the tracts within and comprising said pooled proration unit.

It is the intention of the parties hereto that this agreement shall include and affect only dry gas and associated liquid hydrocarbons produced through a gas well or gas wells as defined by the New Mexico Oil Conservation Commission located on the pooled proration unit and shall not include or affect in any manner whatsoever any of the production of hydrocarbons from any oil well located on the pooled tracts or any of the production of hydrocarbons from other than the Eumont Gas Pool as above defined.

It is further agreed that all production of dry gas and associated liquid hydrocarbons and disposal thereof shall be in conformity with allocations made or fixed by any duly authorized person or regulatory body under applicable Federal or State statute. The provisions of this agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations which affect the performance of any of the provisions of this agreement, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from compliance with any such law, order, rule or regulation.

This agreement shall be effective as of the date upon which an allowable production allocated to the entire pooled proration unit is first produced, and shall remain in force and effect for a period of one year and so long thereafter as dry gas (with or without associated liquid hydrocarbons) is produced from any part of said pooled proration unit in paying quantities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year herein first above written.

ATTEST:

Assistant Secretary

H. M. CRAIG

GULF OIL CORPORATION

By:

H. M. Bayer, Vice President

SHELL OIL COMPANY

ATTEST:

Assistant Secretary

By:

Vice President

Herman R. Crile
Herman R. Crile

Mrs. Lucille W. Crile
Lucille W. Crile

J. B. Headley
J. B. Headley

Johanna Headley
Johanna Headley

Mrs. Frank Foster
Mrs. Frank Foster

Peter Hurd
Peter Hurd, Executor of the
Estate of Lucy C. K. Hurd,
deceased

STATE OF TEXAS }
COUNTY OF TARRANT } SS

On this 27th day of January, 1956, before me personally appeared H. M. BAYER, to me personally known, who being by me duly sworn did say that he is the Vice President of GULF OIL CORPORATION 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 the said H. M. BAYER acknowledged said instrument to be the free act and deed of said corporation.

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



My commission expires:

June 1, 1957

Eva Marie Cooper Eva Marie Cooper
Notary Public

STATE OF Texas }
COUNTY OF Midland } SS

On this 24 day of February, 1956, before me personally appeared J. E. Clark, to me personally known, who being by me duly sworn did say that he is the Vice President of SHELL 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 the said J. E. Clark acknowledged said instrument to be the free act and deed of said corporation.

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



My commission expires:

June 1, 1957

Jean Akins
Notary Public
Jean Akins
Notary Public in and for
Midland County, Texas

STATE OF Arizona }
COUNTY OF Maricopa } SS

The foregoing instrument was acknowledged before me this 11th
day of April, 1956 by HERMAN R. CRILE and LUCILLE W. CRILE,
his wife.

Robert C. Dailley
Notary Public

My commission expires:

My Commission Expires June 24, 1956

STATE OF New Mexico }
COUNTY OF Chaves } SS

The foregoing instrument was acknowledged before me this 21st
day of March, 1956 by J. B. HEADLEY and JOHANNA HEADLEY,
his wife.

Constance J. Upstill
Notary Public

My commission expires:

May 10, 1958

STATE OF New Mexico }
COUNTY OF Lea } SS

The foregoing instrument was acknowledged before me this 18th
day of April, 1956 by MRS. FRANK FOSTER, a widow.

A. H. Williams
Notary Public

My commission expires:

June 11-1958

STATE OF N. Mex }
COUNTY OF Lincoln } SS

The foregoing instrument was acknowledged before me this 2
day of May, 1956 by PETER HURD, Executor of the
Estate of Lucy C. K. Hurd, deceased, in said capacity.

Leona J. Jovier
Notary Public

My commission expires:

Aug 20, 1959

CONSENT AND RATIFICATION
GAS POOLING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned, Oil Well Drilling Company, Inc., hereby acknowledges receipt of a Gas Pooling Agreement for the creation of a gas proration unit consisting of the SE/4 of Section 20, Twp. 19 South, Rge. 37 East, N.M.P.M., Lea County, New Mexico, within the vertical limits of the Eumont Gas Pool, which said Agreement is dated January 27, 1956, and acknowledges that it is familiar with the terms and conditions thereof. The undersigned, Oil Well Drilling Company, Inc., being the owner and holder of State of New Mexico Oil and Gas Lease No. B-2268, dated December 4, 1933, from the State of New Mexico, as lessor, to P. C. Klingsmith, as Lessee, covering, among other lands, the SE/4 SE/4 of Section 20, Twp. 19 South, Rge. 37 East, N.M.P.M., Lea County, New Mexico, does hereby commit its interest to the Gas Pooling Agreement and does hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned, Oil Well Drilling Company, Inc., had executed the original of said Gas Pooling Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed in duplicate
this 31st day of August, 1956.

ATTEST:

OIL WELL DRILLING COMPANY, INC.

By: Cecile Jones
Secretary-Treasurer

By: Henry Yager

STATE OF Texas

COUNTY OF Dallas

ss

The foregoing instrument was acknowledged before me this 31st
day of August, 1956 by Henry Yager
President of OIL WELL DRILLING COMPANY,
Inc., a New Mexico corporation, on behalf of said cor-
poration.

Mary Gordon
Notary Public

My Commission Expires:

June 1, 1957

The Oil Well Drilling Company does not own any interest in
this lease, but we are advised it is necessary for us to
join and give our consent to this pooling agreement.

1956 SEP 13 AM 9:25

RECEIVED
STATE LAND OFFICE
SANTA FE, N. M.

CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

GULF'S F. W. KUTTER "A" NO. 3 COMMUNITIZATION

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated January 27, 1956, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 12th day of September 19 56.

E. Walker

Commissioner of Public Lands
of the State of New Mexico

