

February 5, 1957

In reply refer to:
Unit Division

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

Re: Gulf's H. T. Orcutt "C"
State Well No. 8
Communitization -
Lots 1 through 8 in
Section 6-215-36E,
Lea County, New Mexico

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

Gentlemen:

We are handing you three copies of your
Gulf's H. T. Orcutt "C" State Well No. 8 Communitiza-
tion Agreement, which was approved by the Commissioner
of Public Lands on February 5, 1957.

Official Receipt in the amount of \$5.00, which
covers your filing fee, will be mailed to you when it
is issued.

Very truly yours,

MURRAY E. MORGAN
Commissioner of Public Lands

By: Ted Bilberry, Supervisor
Oil and Gas Department

MEM/m

enc: 3

cc: OCC-Santa Fe
OCC-Hopbs



MAIN OFFICE UCC
PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION

1957 FEB 11 AM 2:37
P. O. DRAWER 669 • ROSWELL, NEW MEXICO

F. E. CURTIS, JR.
ZONE LANDMAN

February 8, 1957

FORT WORTH
PRODUCTION DIVISION

H. T. Orcutt (NCT-C)
Eumont Gas Unit No. 1,
Lots 1 thru 8 Section 6-
21S-36E, Lea County,
New Mexico.
Gulf Lease No. 24,036.
Administrative Order NSP-221-A.

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, photo-static copy of the gas pooling agreement for the captioned unit, which was approved by the Commissioner of Public Lands on February 5, 1957.

It is requested that the gas allowable for Gulf's H. T. Orcutt "C" State Well No. 8 located 660 feet from the north line and 1980 feet from the east line of Section 6-21S-36E now be increased in accordance with Administrative Order NSP-221-A.

Very truly yours,

F. E. CURTIS, JR.

SHC:mt
Encs.

MAIN OFFICE 002 GAS POOLING AGREEMENT

157 H. T. ORCUTT, (NCT-C) EUMONT GAS UNIT NO. 1

THIS AGREEMENT made and entered into this 13th day of July, 1956, by and between GULF OIL CORPORATION, hereinafter called "Gulf" or "Operator", and F. A. CATRON AND J. B. CATRON, Managing Agents for various interested parties under a contract of employment dated March 1, 1953, hereinafter called "Catron" or "Non-Operator", and THE ATLANTIC REFINING COMPANY, hereinafter called "Atlantic" or "Non-Operator",

WITNESSETH, that

WHEREAS, Gulf is the owner and holder of State of New Mexico Oil and Gas Lease No. B-244 dated September 10, 1931, from the State of New Mexico, as lessor, to Gypsy Oil Company, as lessee, covering among other lands, Lots 1, 2, 3, 6, 7 and 8 of Section 6, Township 21 South, Range 36 East, N.M.P.M., Lea County, New Mexico, and

WHEREAS, Atlantic is the holder of State of New Mexico Oil and Gas Lease No. A-1375, dated December 5, 1928, covering among other lands, Lots 4 and 5 of Section 6, Township 21 South, Range 36 East, N.M.P.M., Lea County, New Mexico, by virtue of an approved Assignment dated November 4, 1937, which is subject to the Provisions of that certain contract dated April 29, 1936, to which reference is made in said assignment, and to which Catron is a successor in interest, and

WHEREAS, it is the desire of Gulf and Catron and Atlantic that this agreement cover Lots 1 through 8, inclusive, of Section 6, Township 21 South, Range 36 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, dated August 12, 1954, said area hereinafter being referred to as the "Pooled Proration Unit" which shall be known as the H. T. Orcutt (NCT-C) Eumont Gas Unit No. 1; 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 unit, but the lessee shall not be released from the obligation to protect said unit from drainage by any gas well or wells which may be drilled offsetting the said unit. 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 lands within and comprising said pooled proration unit, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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 hereinabove described 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 hydrocarbon 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 the unit allowable established by the New Mexico Oil Conservation Commission first becomes effective and shall remain in force and effect for a period of one (1) 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. It is further provided that after the expiration of said one-year period should the unit well or wells be reclassified by the New Mexico Oil Conservation Commission, or should the pooled proration unit cease to produce gas in paying quantities from any cause, this agreement shall not terminate, if within six (6) months after the date of any such reclassification or cessation of such production, Operator shall commence operations for the purpose of restoring gas production from the unit, in which event this agreement shall remain in full force and effect during the period such operations are being diligently prosecuted and so long thereafter as dry gas, with or without associated liquid hydrocarbons, is produced from said unit in paying quantities.

IN WITNESS WHEREOF, this instrument is executed in duplicate on the day and year herein first above written.

Law	<i>BA</i>
Compt.	
Exp.	<i>By</i>
Prod.	

GULF OIL CORPORATION

By *[Signature]*
F. E. Rutledge Attorney-in-Fact

ATTEST:
[Signature]
Assistant Secretary

-CATRON-a-CATRON-

-By *[Signature]*
P. A. Catron

-By *[Signature]*
J. B. Catron
Managers and Agents under a
Contract of March 1, 1953.

THE ATLANTIC REFINING COMPANY

By *[Signature]*
GENERAL MANAGER OF
DOMESTIC CRUDE OIL PRODUCTION

ATTEST:
[Signature]
Assistant Secretary

[Handwritten initials]
P.B.C.
[Handwritten initials]

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me
this 16th day of July, 1956, by F. E. Hatfield
~~Attorney-in-Fact~~ of GULF OIL CORPORATION, a Pennsylvania corporation,
on behalf of said corporation.

Gertrude H. Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 1, 1957

STATE OF New Mexico)
) ss
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me
this 5th day of November, 1956, by F. A. Catron and
J. B. Catron, Managers and Agents of ~~CATHON & CATHON~~, a
~~corporation, on behalf of said corpora-~~
~~tion~~, under a Contract of March 1, 1953.

Elizabeth Ressler
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Dec. 28, 1957

STATE OF Texas)
) ss
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me
this 23rd day of October, 1956 by _____,
~~Secretary & Manager of~~ of THE ATLANTIC REFINING COMPANY, a
~~Pennsylvania~~ corporation, on behalf of said corpora-

Holly Mae Tippett
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 1, 1957

A F F I D A V I T

STATE OF NEW MEXICO

SS

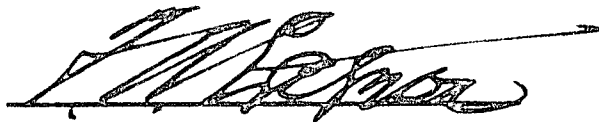
COUNTY OF SANTA FE

F. A. CATRON, being first duly sworn on his oath, deposes and says that he is one of the individuals elected and designated as "managers and agents" in and by that certain contract entitled: "DECLARATORY OF THE PRESENTLY SUBSISTING BENEFICIAL RIGHTS AND INTERESTS UNDER STATE OIL AND GAS LEASE NO. A-1375, AND UNDER THE SUBSISTING OIL AND GAS EXPLOITATION, DEVELOPMENT AND DRILLING CONTRACT BETWEEN THE ATLANTIC REFINING COMPANY AND C. C. CATRON, AND UNDER THE SUBSISTING OIL AND GAS DRILLING CONTRACT BETWEEN ME-TEX SUPPLY COMPANY AND C. C. CATRON: PROVIDING FOR THE ASSIGNMENT OF SAID OIL AND GAS LEASE NO. A-1375, FOR THE EMPLOYMENT OF MANAGING AGENTS; AND FOR OTHER PURPOSES.", dated the first day of March, 1953, and makes this affidavit in that capacity.

That heretofore on April 10, 1956, he as such agent, gave notice to each and all of the owners of beneficial rights and interests as listed in said contract of the proposed creation of a "Gulf-Atlantic-Catron 305-Acre Eumont Gas Pool Proration Unit", covering Lots 1 through 8, inclusive, in Sec. 6, T. 21 S., R. 36 E., Lea County, New Mexico. That as to the rights and interests of Virginia F. Catron, now deceased, notice of said proposal was given to each Fletcher A. Catron and Thomas B. Catron III, Executors of the Last Will and Testament of said Virginia F. Catron, and to Thomas B. Catron II, Fletcher A. Catron, Jack B. Catron and Thomas B. Catron III as devisees of the rights and interests of said Virginia F. Catron under her Last Will and Testament.

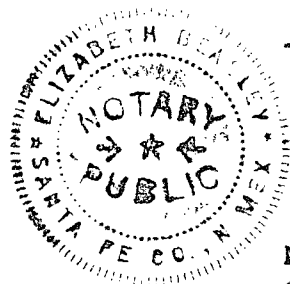
That each and all of the holders of beneficial rights and interests so notified have given their approval of and consent to the proposal to create the said Gulf-Atlantic-Catron 305-Acre Eumont Gas

Pool Proration Unit and to the execution by affiant and J. B. Catron,
as the agents elected and designated in said contract. of such pool-
ing agreement as may be proper and necessary for the creation of
the proration unit referred to.



Subscribed and sworn to before me this 8th day of

December, 1956.



Elizabeth Beasley
Notary Public

My Commission Expires:

Dec. 28
July 9, 1957

CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

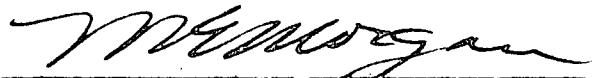
GULF'S H. T. ORCUTT "C" STATE WELL NO. 8 COMMUNITIZATION

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 July 13, 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. This Communitization shall become effective as of the date allowable is obtained on the communitized area.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 5th day of February 19 57.



Commissioner of Public Lands
of the State of New Mexico

