

# HUMBLE OIL & REFINING COMPANY

MIDLAND, TEXAS

J. W. HOUSE

January 12, 1956

File: 6-1 New Mexico

Mr. Warren Mankin  
New Mexico Oil Conservation Commission  
Santa Fe, New Mexico

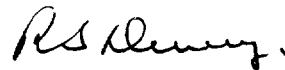
Dear Sir:

Enclosed herewith is a photostatic copy of Communitization Agreement together with Certificate of Approval by Commissioner of Public Lands. Kindly enter these photostatic copies as Exhibit No. 1 in Case No. 989.

Yours very truly,

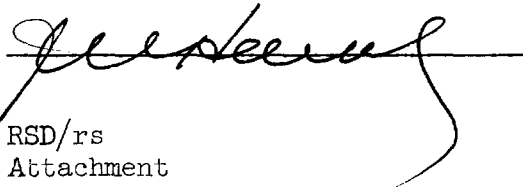
HUMBLE OIL & REFINING COMPANY

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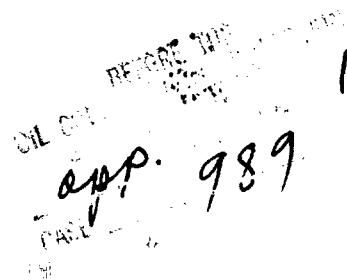
BY: R. S. DEWEY

APPROVED:



RSD/rs  
Attachment

cc: Mr. Clarence E. Hinkle  
First National Bank Building  
Roswell, New Mexico  
wo/attachment



above the top of the Blinbry formation to 300 feet below the top of the Tubb formation underlying said lands, which are hereinafter referred to as "communitized substances". For the purposes of this agreement, a gas well is defined as a well producing with a gas-oil ratio in excess of 100,000 cubic feet of gas per barrel of oil.

5 That Humble Oil & Refining Company, a corporation, of Houston, Texas is hereby designated as the operator of the communitized area for the purpose of operating and developing the same in accordance with the terms of this agreement and the operating agreement hereinafter referred to.

6 All matters of operation shall be under the exclusive control and governed by the operator in accordance with the terms of this agreement; subject, however, to such limitations as may be provided in the operating agreement entered into simultaneously herewith and as when the working interest owners in the oil and gas leases committed to this agreement, which said operating agreement shall govern the allocation between the parties hereto of all expenses incurred by the operator in the development and operation of the communitized area and shall govern the accounting procedure to be followed in connection therewith.

7 The communitized area shall be developed and operated as an oil and gas unit and all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold committed hereto bears to the entire leasehold interests on an acreage basis committed to this agreement.

8 The royalties payable under the respective leasehold interests committed to this agreement and overriding royalties or obligations payable out of production, if any, shall be paid by the individual lease owners out of the communitized substances allocated to the respective leasehold interests as provided in the preceding Section 5.

9 Each of the respective lease owners of the leases committed to this agreement shall be responsible for the payment of any rentals which may become due and payable under the terms of the respective

COMMUNITIZATION AGREEMENT

THIS AGREEMENT, made and entered into this the 4<sup>th</sup> day of March, 1955, by and between Tide Water Associated Oil Company Tulsa, Oklahoma, party of the first part, and the Humble Oil & Refining Company a corporation with offices at Houston, Texas, party of the second part, hereinafter referred to as Operator.

WITNESSETH:

WHEREAS, the parties hereto own working, royalty or other leasehold interests or operating rights under the oil and gas leases covering the lands hereinafter described, which said interests are more particularly described by the schedule attached hereto, made a part hereof and for purposes of identification marked Exhibit A; and

WHEREAS, the parties hereto desire to communitize or pool their respective leasehold interests to form a proration unit in accordance with the rules and regulations of the New Mexico Oil Conservation Commission for the Blinbry pool for the purpose of developing and producing dry gas and associated liquid hydrocarbons therefrom in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law to consent to and approve communitization or pooling agreements for the purpose of pooling separate tracts to form spacing or proration units in conformity with the rules and regulations of the New Mexico Oil Conservation Commission.

NOW THEREFORE, in consideration of the premises and the mutual advantages of the parties hereto, it is mutually agreed between the parties hereto as follows:

1. The following described land situated in Lea County, New Mexico, hereinafter referred to as the communitized area, shall be the lands covered by this agreement, to-wit:

3 $\frac{1}{2}$  Section 10, T. 21 S., R. 37 E., N.M.P.M.,  
containing 320 acres, more or less.

2. This agreement shall only extend to and include the dry gas and associated liquid hydrocarbons which may be produced from 75 feet

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shall, in such event, only be effective as to the day of said Section 10 and the provisions hereof shall be conformed thereto the same as if this agreement, in the first instance, only covered the SE $\frac{1}{4}$  of Section 10, T. 21 S., R. 3. E., N.M.R.4.

12 This agreement shall be effective as of the date hereupon execution by all of the parties hereto and shall remain in full force and effect for a period of two years and thereafter as communitized substances are a part of the area within the communitized area.

13 The covenants hereof shall be considered as continuing with the ownership of the respective parcels of land hereunto and shall extend to the heirs, personal representatives, successors and assigns of the parties hereto.

14 This agreement may be executed in any number of counterparts, no one of which needs to be signed by all of the parties, and each of which, when ratified or consented to by separate instrument in writing, and referring hereto and shall be binding upon all parties who execute such a counterpart, ratification or consent having the same full force and effect as if all parties had signed the instrument.

IN WITNESS WHEREOF, the parties hereto have signed and affixed their seal as of the day and year first above written.

ATTEST:

HUMBLE OIL & REFINING COMPANY

Secretary

Vice-President  
OPERATOR

ATTEST:

WIDE WATER ASSOCIATES, INC.

STATE OF TEXAS

COUNTY OF HARRIS

On this 6 day of April, 1955, before me personally appeared DAVID FRAME, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Humble Oil & Refining 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

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leases and except as expressly modified by this agreement, said leases shall remain in full force and effect according to their terms and conditions.

8. There shall be no liability of the operator or of any of the owners of the leased premises for damages or costs incurred in offset any dry gas well or oil well or other well or wells covered by this agreement or applicable component lease or leases in the communized area is now or may hereafter be divided and none of the lease owners be required to remove or clean up any substances by reason of the diverse ownership thereof. The provisions herein contained shall not be the obligation of the respective owners to protect the communized area from contamination of the substances by a well or wells which may be drilled affecting the area.

9. The commencement, completion, continuation, abandonment, production of a well or wells for common pooled substances in the communized area shall be subject to the approval of the operator. Completion, continued operation or production of any well or wells in the interests committed to this agreement in the communized area, and operations or production pursuant to this agreement shall be deemed to be operations upon and production from the interest committed hereto.

10. Production of communized substances and disposal thereof shall be in conformity with allocation, allocation and disposal fixed by any duly authorized person or regulatory body under applicable state statutes. This agreement shall be subject to all applicable laws, orders, rules and regulations, and in the event of failure to comply with a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented or if such failure results from, compliance with any other laws, orders, rules or regulations.

11. In the event the communized area referred to herein is not approved by the New Mexico Oil Conservation Commission as a production unit and it is necessary because thereof to consider the NE and SW of said Section 10 as separate production units, this agreement

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SCHEDULE SHOWING OWNERSHIP OF  
LEASEHOLD AND MINERAL INTERESTS  
OF COMMUNITIZED AREA

1. Lease of Humble Oil & Refining Company Oil and Gas Lease  
dated June 6, 1932, bearing No. 4-232, issued by the State of New  
Mexico acting by and through its Commissioner of Public Lands to the  
Humble Oil & Refining Company, covering the NE 1/4 of Section 10, T.  
21 N., R. 30 E., containing 40 acres of land.

Overriding Royalties None

2. Lease of Tide Water Associated Oil Company Oil and Gas  
Lease dated June 10, 1941, bearing No. 12-111, issued by the State of  
New Mexico acting by and through its Commissioner of Public Lands to  
the Tide Water Associated Oil Company, covering the NE 1/4 of Section 10, T.  
21 N., R. 30 E., containing 40 acres of land.

Overriding Royalties None

**ILLEGIBLE**

OFFICE AND OFFICE  
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of its Board of Directors, and said \_\_\_\_\_  
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.

W. E. Smith  
Notary Public

My Commission Expires:

March 17, 1954

STATE OF TEXAS

COUNTY OF TEXAS

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On this 14th day of March, 1954, before me personally appeared W. E. Smith, to me personally known, who, being by me duly sworn, did say that he is the Vice- President of Tide Water Associated 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 W. E. Smith acknowledged said instrument to be 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.

W. E. Smith  
Notary Public

My Commission Expires:

March 17, 1954

CERTIFICATE OF APPROVAL BY  
COMMISSIONER OF PUBLIC LANDS  
OF THE STATE OF NEW MEXICO  
OF COMMUNITIZATION AGREEMENT COVERING  
S $\frac{1}{2}$  Section 10, T. 21 S., R. 37 E., N.M.P.M.,  
LEA COUNTY, NEW MEXICO

That I, E. S. Walker, Commissioner of Public Lands of the State of New Mexico, certify that the foregoing Communitization Agreement was filed in my office on the \_\_\_\_\_ day of April, 1955, and I have carefully considered the same and find:

(a) That said Communitization Agreement covers the S $\frac{1}{2}$  Section 10, T. 21 S., R. 37 E., containing 320 acres, more or less, situated in Lea County, New Mexico, which lands are located within the defined limits of the Blinebry gas pool and that under the rules of the New Mexico Oil Conservation Commission which have been promulgated subsequent to the execution of said Communitization Agreement, the standard proration unit consists of 160 acres, instead of 320 acres, and each quarter-section of the said S $\frac{1}{2}$  Section 10 would normally constitute separate proration units and in order for the entire S $\frac{1}{2}$  of said Section 10 to be considered as a proration unit, it will be necessary that the same be approved by the New Mexico Oil Conservation Commission; that Operator is desirous of drilling a well in accordance with the terms of said Communitization Agreement upon the SE $\frac{1}{4}$  of said Section 10 and the parties to said Communitization Agreement have provided, in the operating agreement entered into in connection therewith, that in the event the New Mexico Oil Conservation Commission does not approve the entire S $\frac{1}{2}$  of said Section 10 as the proration unit in connection with said well, that the SE $\frac{1}{4}$  thereof shall constitute the proration unit and in such event, that the Communitization Agreement shall be limited to said SE $\frac{1}{4}$  of Section 10.

(b) That under the operations proposed, the State will receive its fair share of the recoverable gas and associated liquid hydrocarbons in place under its lands in the area affected.

(c) That the agreement is in other respects for the best interest of the State.

NOW THEREFORE, by virtue of the authority conferred upon me by the laws of the State of New Mexico, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the above referred to Communitization Agreement as to such lands as may constitute the proration unit in connection with the well to be drilled upon the SE $\frac{1}{4}$  of Section 10, T. 21 S., R. 37 E., as may be approved by the New Mexico Oil Conservation Commission, and the oil and gas leases embracing lands of the State of New Mexico committed to said agreement covering such proration unit shall be and the

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PUBLIC LAND OFFICE

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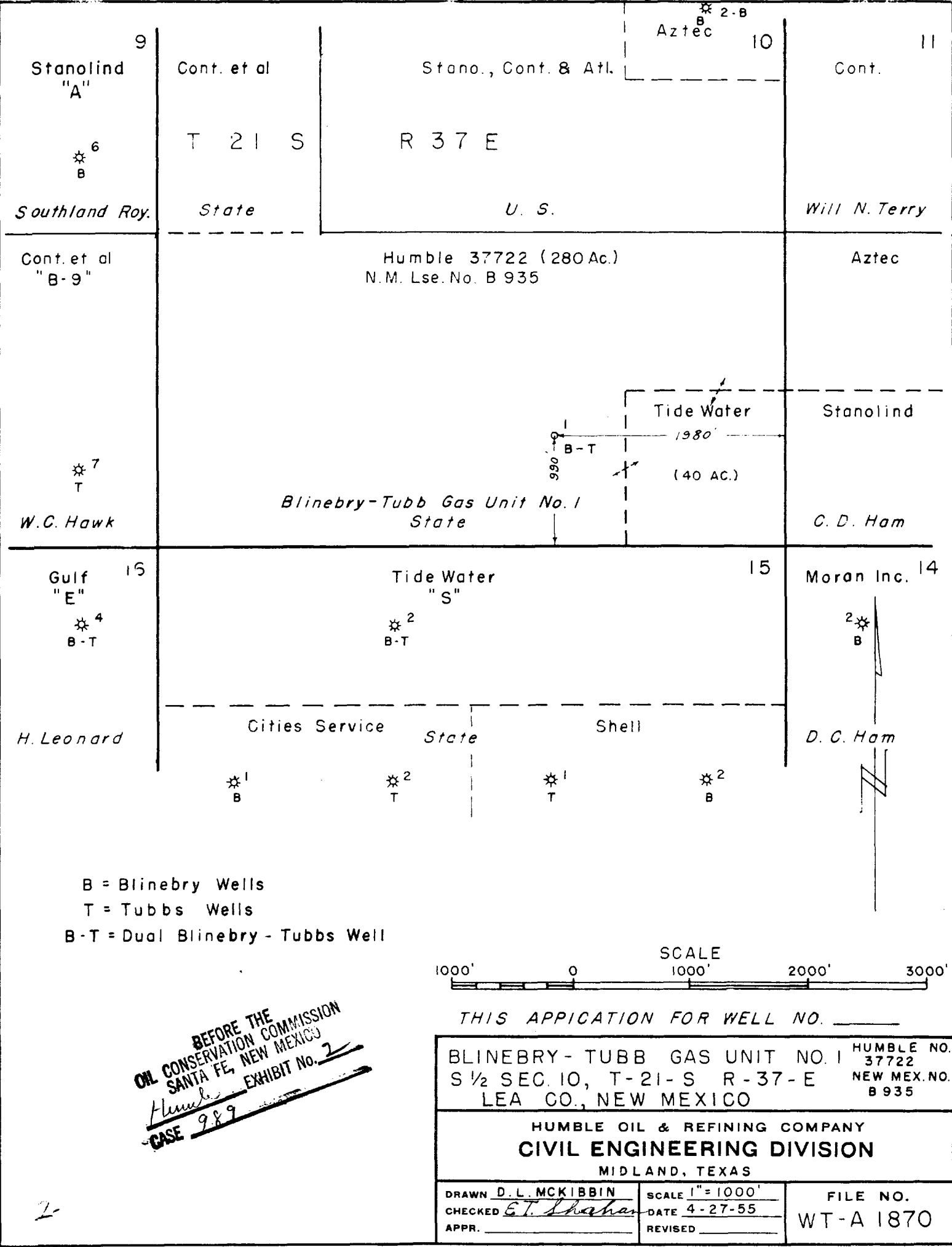
same are hereby amended so that the provisions thereof will conform with the provisions of said Communitization Agreement and so that the terms of said leases will conform to the provisions of said agreement.

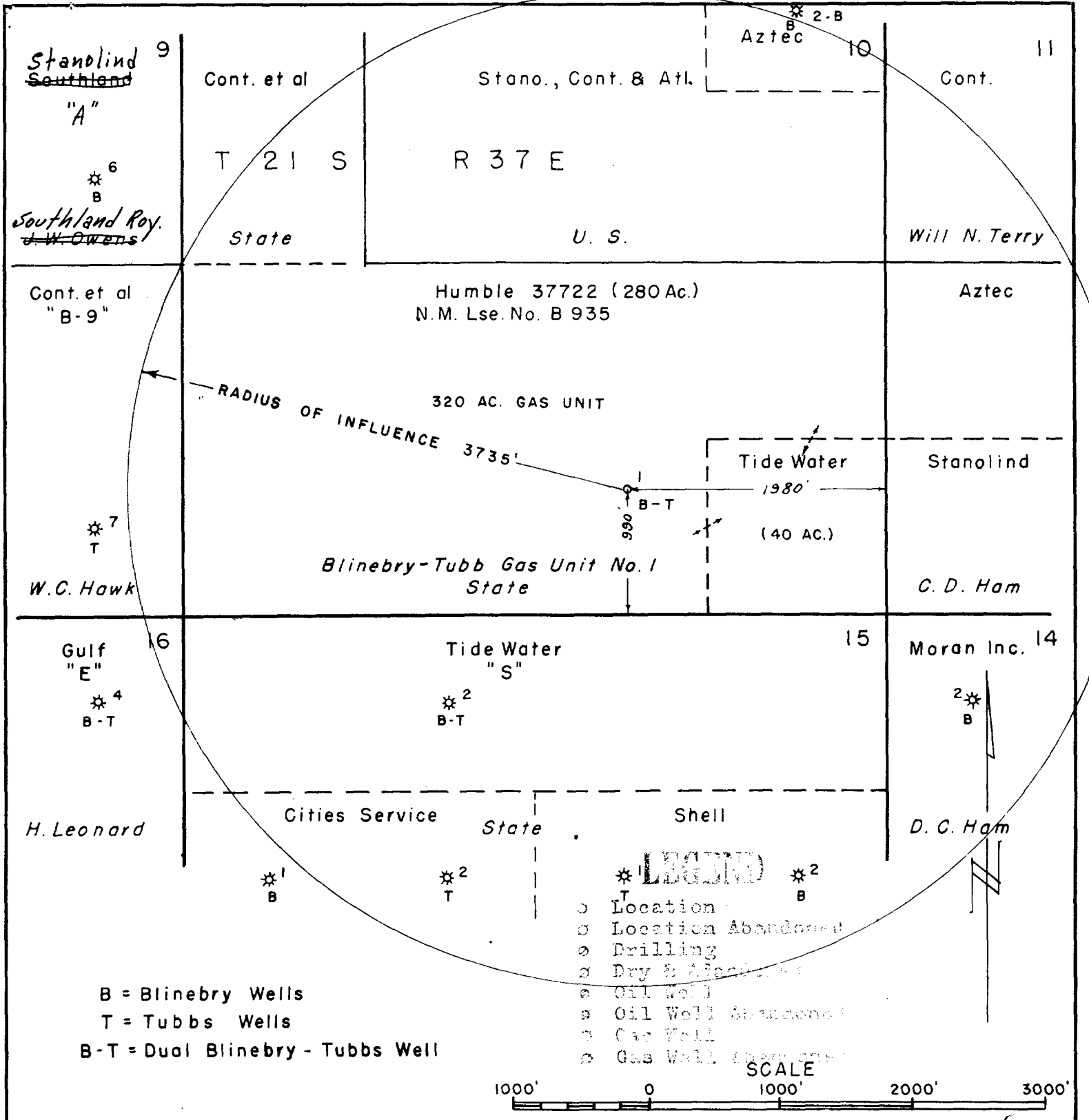
IN WITNESS WHEREOF, this Certificate of Approval is executed as of this the 29<sup>th</sup> day of June, 1955.

Subject to like approval by the Oil Conservation Commission.

*E. Swacker*

\_\_\_\_\_  
Commissioner of Public Lands





B = Blinebry Wells  
 T = Tubbs Wells  
 B-T = Dual Blinebry - Tubbs Well

- LEGEND**
- Location
  - Location Abandoned
  - Drilling
  - Dry & Abandoned
  - Oil Well
  - Oil Well Abandoned
  - Gas Well
  - Gas Well Abandoned
- SCALE**
- 1000' 0 1000' 2000' 3000'

THIS APPLICATION FOR WELL NO. 1

I hereby certify that I am a registered professional engineer and/or land surveyor in the State of New Mexico; that I am familiar with the facts and circumstances on this land and that the information shown on this map is true and correct to the best of my knowledge and belief; and that I am not aware of any other persons or entities who have an interest in this land.

Surveyed: 29 April 1953  
E. T. Shahan  
 Registered Professional Engineer & Land Surveyor  
 in the State of New Mexico. (Seal)

BLINEBRY - TUBB GAS UNIT NO. 1 S 1/2 SEC. 10, T-21-S R-37-E LEA CO., NEW MEXICO		HUMBLE NO. 37722 NEW MEX. NO. B 935
HUMBLE OIL & REFINING COMPANY CIVIL ENGINEERING DIVISION MIDLAND, TEXAS		
DRAWN <u>D. L. MCKIBBIN</u> CHECKED <u>E. T. Shahan</u> APPR. _____	SCALE 1" = 1000' DATE <u>4-27-55</u> REVISED _____	FILE NO. WT-A 1870

ENV. 5  
Case 987

Humble Oil & Refining Company  
Current Allowable  
MCF/Month/160-Acre Unit

<u>1955</u>	<u>Blinebry</u>	<u>Tubb</u>
January	33,745	31,116
February	16,314	22,862
March	38,055	26,668
April	24,394	23,831
May	9,057	11,165
June	15,234	12,848
July	11,061	3,326
August	18,316	26,817
September	17,265	19,491
October	19,266	34,248
November	22,191	5,060
December	25,331	31,379
Total	250,229	248,811
Avg. Monthly	20,852	20,735
Avg. Daily MCF	686	682

BEFORE THE  
OIL CONSERVATION COMMISSION

987

HUMBLE OIL & REFINING COMPANY

SUBSEA PROD. SECTION OPEN

ORIGINAL SUBSEA DEPTH

FROM \_\_\_\_\_ TO \_\_\_\_\_

GAS-OIL CONTACT

WATER-OIL CONTACT

INDIVIDUAL WELL RECORD  
PRODUCTION TESTS

F PERF. NO. HOLES

DISTRICT **Hobbs** FIELD **Blinberry-Tubb**

LEASE **Blinberry-Tubb Gas Unit**

WELL NO. **1**

DATE OF TEST	HOURS TESTED	SIZE CHOKE OR PLUNGER	TOTAL OIL PROD. BBL.	ALLOWABLE BBL. /DAY	RATE OF PRODUCTION BBL. /DAY		% BS&W	RATE OF GAS PROD. MCF/DAY		RATIO—CU. FT. /BBL.			TUBING PRESS. OR S.P.M.	CASING PRESS. OR LGTH. STROKE		TRAP PRESS.	REMARKS
					FLUID	OIL		INPUT	OUTPUT	INPUT GAS-FLUID	OUTPUT GAS-FLUID	FORM OIL		KICK OFF	OPER.		
Blindbry Section																	
10-24-55	20	6/16	260			312			6034			Interval Tested 5576 to 5672					Oil Gravity 57.7 @ 60
10-25-55	24	7/16	165			165			5880			19,340	1500				66.4 @ 60
10-26-55	12	7/16	55			110						35,640	1420				60.2 @ 60
10-27-55	16.5	7/16	89			129.5			6,200			47,876	1350				55.4 @ 60
10-28-55	11	8/16	72			157.1			6,150			39,147	1350				60.5 @ 60
Interval Tested from 5576 to 5804																	
10-29-55	13.5	8/16	104			185	20		5,860			31,670	900				53.0 @ 60
10-30-55	24	8/16	82			82	60		6,540			105,484	1000				54.8 @ 60
10-31-55	4	8/16	16			96	30		6,540			68,125	1025				55.7 @ 60
1-1-55	4.5	8/16	23			110.4	30		4,980			45,273	-				45.8 @ 60
1-5-55	4.5	6/16	11.7			62.4	-		4,820			77,243	1350				59.2 @ 60
1-6-55	5	10/16	42			201.6	30		5,680			27,175	700				
1-7-55	2	8/16	13			156	7		5,160			33,077	1250			1850 psi shut in pressure	
1-9-55	3.5	6/16	23.5			161.	-		3,203			19,894				55.4 @ 60	
1-10-55	24	6/16	118.4			118.4	80		4,155			32,460	1350			58.3 @ 60	
1-11-55	24	6/16	77			77	80		3,290			42,727	1350			51 @ 60	
1-12-55	24.2	9/16	43			46.9	80		2,875			61,279	1350			51.6 @ 60	
Tubb Section																	
9-30-55	15	8/16	116						5,317				1200				51 @ 60
10-1-55	24	8/16	92				1		6,153				1250				62 @ 60
10-3-55	10	8/16	19.9				25		2,965				375				58.2 @ 60
10-4-55	9	8/16	16.7				9		2,970				375				59.2 @ 60
1-5-55	4	10/16							4,449				375				
1-6-55	5	6/16							2,148				800				
1-7-55	4	6/16	33.7						2,336				1000			1800 pounds shut in pressure	
1-8-55	8	12/16	6				10		2,697				300			47 @ 60	