GULF OIL CORPORATION

P. C. DRAWER 669, ROSWELL, NEW MEXICO

FORT WORTH PRODUCTION DIVISION

January 20, 1955

Western Cil Fields, Inc. P. C. Box 1139 Denver, Colorado

Attention: Mr. R. M. Barnholt, Jr.

Re: Gas Units in Section 25-228-37E and Section 30-225-38E, Lea County, New Mexico.

Gentlemen:

This will refer to discussions held in September in this office on the occasion of Mr. Barnholt's visit wherein agreement was reached with respect to four proposals relative to the formation of Tubb and Blinebry gas units in the above described area. These proposals were recommended to our management and after careful study, based on the reserves calculated by our reservoir engineering section, it was decided some of these recommendations were too liberal. Accordingly the following counter-proposals are presented, which are acceptable to our management and which, based on the reservoir estimates, will allow more than ample return for dual completion and operational costs.

- Blinebry dual completion and according to our last information had obtained permission to dually complete a second well in the Tubb zone. It is our proposal that participation in the gas produced and sold after pooling be 40% Gulf and 60% Western, but that the liquid hydro-carbons be 50% Gulf and 50% Western. According to our calculations the additional 10% interest Western would receive in the gas alone would more than reimburse them for the cost of the dual completion and the operational expenses. Our management is therefore unwilling to relinquish any additional rights and insist on the 50-50 division of the liquid hydro-carbons.
- (2) SW/4, Section 30-22S-38E. In this unit Western has an existing Tubb gas well. Western would dually complete this well to expose the Blinebry zone. Since Gulf would hold 3/4 of the leasehold interest in this unit, it is felt Gulf should receive a 50% of 7/8ths interest of all gas and liquid hydrocarbon produced from the unit, and Western a like amount. This varies from the

other proposal relative to this unit in that Gulf's share of the gas and liquid hydro-carbone has been increased from 40% to 50%. Our estimated recovery figures indicate that on the 50-50 basis Western would recover sufficient quantity of Gulf's gas and liquid hydro-carbone to pay for the cost of drilling a gas-gas dual well on these premises. Accordingly if Western is unwilling to accept this particular proposal, Gulf will have little recourse other than to drill a well on its 120 acre leasehold interest.

There was a general agreement in respect to the remaining two proposals which were:

- (3) SE/4, Section 30-225-36E. One of Gulf's wells in this unit will be utilized to produce Blinebry gas and Western's well will be utilized to produce the Tubb gas. On each of the units Gulf will receive 75% of 7/8ths of gas and liquid hydro-carbons and Western will receive 25% of 7/8ths of all gas and liquid hydro-carbons. Gulf, with 120 acres contributed to each unit, would pay 75% of the cost of each of the two dual completions and Western, with 40 acres in each unit, would pay 25% of the cost of each of the two dual completions. Gulf will stand all of the operating and maintenance cost for the Blinebry unit and Western will stand all of the operating and maintenance cost for the Tubb unit.
- (4) SE/4, Section 25-228-37E. In this unit Gulf's gas-gas dual will be utilized as the unit well. Western will have no ownership interest in the unit well and the cost of the operation and maintenance will be borne by Gulf. Gulf will receive for producing the gas attributable to Western's 40 acres, 1/16th of 7/8ths of the gas and liquid hydro-carbons attributable to Western's 40 acres.

With regard to the sublessing of cil rights on any of Gulf's leasehold in the acreage under consideration, it is agreeable to assign Western the cil rights only, to the base of the Permian formation on the 120 acre leasehold interest in the SW/4 of Section 30-22S-38E, described as S/2 of the SW/4 and RE/4 of the SW/4, Gulf to retain a 1/16th of 7/8ths overriding royalty interest provided, however, that Western agrees to commence the drilling of a well within 120 days of date of assignment and to further agree to continuous drilling operations allowing not more than 120 days between the completion of one well and the commencement of the next until all of the acreage is developed in accordance with the spacing regulations, or otherwise the undrilled acreage will revert to Gulf.

If you are interested in any or all of these proposals please so advise and we will have the necessary instruments prepared for execution.

Yours very truly,

E. S. Grear

Zone Exploration Manager

RLB: hs

February 22, 1955

Guif Oil Corporation P. O. Drawer 659 Roswell, New Mexico

Attention: E. o. Grear, Zone Exploration Manager

Gendemen:

Piease refer to your letter of January 20, 1955, in regard to Gas Units in Section 25-225-37E and Section 30-225-38E. Lea County, New Mexico. Your reference is to a meeting and discussions held in September, 1954 in your office, wherein details were reviewed with respect to the formation of Tubb and Blinebry gas units in the described area. Based on agreement reached at that meeting, certain proposals were recommended to your management which were rejected, and your letter of January 20 made certain counter-proposals.

Accordingly, we hereby wish to advise of our decisions to accept your terms with only minor modifications that we do not feel to be material. Taking the tracts concerned in the same order as your letter:

- (1) NE,4, Section 25-225-37E. We accept your terms on this univ.
- (2) SW/4. Section 30-22S-38E. We wish to accept your proposal for this unit with only slight modification. One 40-acre tract therein carries a 3/16ths land-owners royalty, and therefore the working interest on the 160 acres will amount to a fraction less than 7/8ths. We ask that the Gulf and Western division on this unit be on a 50/50 basis for the net working interest share of the gas and liquid hydrocarbons recovered thereon. We do not feel this is asking a great deal in view of the concessions we have made here. Also, for reasons due to the possible subleasing by Western from Gulf of the oil rights to

said 120 acres in this tract, we request the operalianal right to drill a new well to provide the Elinebry gas production in lieu of dually completing our existent liabb well on said tract. Of course, we shall be committed to do one or the other.

- (3) SE/4, Section 30-225-38E. There seems to be no problem concerning this unit.
- (4) SE/4, Section 25-225-37E. We request a minor adjustment in the terms applicable to this unit. Insection as the 40 scres owned by Western carried a 3/16ths landoweer's royalty, we ask that the over-ride the Guil will receive for producing the gas attributable to Western's 40 acres be 1/16th of Western's net interest.

Reference has already been made herein in Paragraph #2 to the sub-leasing of oil rights on Guif's 120 acres within the SW/4 of Section 30-225-38E. As implied above, we wish to accept your offer to assign V estern the oil rights only to the base of the Permian formation on the terms and conditions set forth and acceptable to you.

Kindly prepare the necessary instruments for execution. In this regard, we ask that you do so whether or not you accept our requested modifications. We have no choice in this matter, and slibough the minor stipulations we have made are only what we consider to be just and reasonable in the circumstances, if you do not accept them we wish to have the instruments prepared regardless.

Very truly yours.

R. M. Barnhelt, Jr.

RMBJr/nw

GULF OIL CORPORATION

P.O. DRAWER 1290 FORT WORTH LITEXAS

H M BAYER
VICE PRESIDENT

FORT WORTH PRODUCTION DIVISION

June 30, 1955

Re: Proposed Gas Units
Les County, New Mexico

Western Oil Fields, Inc. 1636 Stout Street Denver, Colorado

Attention: Mr. R. M. Barnholt

Gentlemen:

Reference is made to previous correspondence and negotiations with your Company regarding the formation of the following four 160-acre gas proration units in the Tubb and Blinebry Gas Pools, Lea County, New Mexico:

- (1) EE/4 Section 25, T225, R37E Western 80 acres, Galf 80 acres
- (2) SW/4 Section 30, T225, 8385 Western 40 acres, Gulf 120 acres
- (3) SE/4 Section 30, T225, 8382 -- Western 40 acres, Galf 120 acres
- (4) SE/4 Section 25, T22S, R37E Western 40 acres, Gulf 120 acres

We have heretofore informally agreed upon the basis for forming each of the above described gas proration units, however, communitisation agreements and operating agreements for these units have not been completed by our attorneys and executed on behalf of the respective companies.

With regard to the above described proposed units designated as Nos. 1 and 2, your Company, as of March 1, 1955, was assigned 160-acre allowables for your Blinsbry gas well on the proposed Unit No. 1 and your Tubb gas well on the proposed Unit No. 2. The Tubb and Blinsbry gas reserves for our leases which are to be included in these two proposed gas units are dedicated to Permian Basin Pipeline Company and your leases are apparently dedicated to El Paso Natural Gas Company. Our Accounting Department in Houston has received statements from both El Paso Natural and Permian Basin indicating that production from your two wells for the months of March, April and May, 1955, is being allocated to El Paso and Permian on a dedicated acreage basis.

We presume that the pipe line company, which serves this area, has been running all of the condensate production from the two proposed units since March 1, 1955, and that our share of any payments for such condensate

pany pending the execution of the formal agreements on these units. It is going to be necessary to make the agreements on Units Nos. 1 and 2 effective retroactive to March 1, 1955, and this certainly meets with our approval.

You will recall that we agreed Western would receive 60 per cent of the gas from Unit No. 1 and that we would receive 40 per cent of the gas from Unit No. 1 whereas the liquid hydrocarbons would be divided 50-50 between Western and Gulf. For Unit No. 2, we agreed that Gulf and Western would each receive 50 per cent of the gas and liquid hydrocarbons. Pending execution of the communitisation and operating agreements, we will not attempt to pay royalty and taxes on the production attributable to our leases which are assigned to the two units. Permian Basin should also withhold payment for the gas attributable to our acreage in each of the two units until we are in a position to receive the gas payments.

After the agreements on these units have been executed on behalf of Gulf and Western, we can then furnish the gas transmission companies with appropriate instructions and authorizations to make proper distribution of the proceeds from gas sales, and the pipe line company—taking the condensate—can also be authorized as to the allocation of condensate revenue. In the event you already have received some payments for gas or liquid hydrocarbons attributable to our acreage, we suggest that you hold such payments until the trade is formally consummated.

For your information, our Roswell Exploration office is handling the preparation of the agreements and if there are any questions regarding these agreements or the progress that has been made with regard to the uniti-sation of the royalty, we suggest that you contact Mr. E. S. Grear at Roswell.

H. H. BAYER

Your porturely,

co: El Paso Natural Gas Company El Paso, Texas

> Permian Basin Pipeline Company Camaha, Nebraska

SAN FOR INC ACREAL ME

AMANDA BLIVENCE GAS UNIT NO. 1

AMANGA TUBE CAR UNIT NO. 1

THIS AGAS MEY, mean and entered into this day of present 100, or and between UULF OIL CORPORATION, nerelinalitar called "Wassero" or "M.n-sperator", and other portion who execute or recify this instrument, hereinalter colled "Subscribers".

WITKELL MH, that

willhead, Gulf is the tweet and helder of an oil and gas lease dated April 3, 1944, from Amenda E. Sims and her husband, George W. Sims, lessors, to Gulf Cil Corporation, lessee, covering, among other lands, the SiSaf and the MWISE of Section 25, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and

WHEREAS, Western is the owner and archier of an oil and gos lease dated Marca II, 1950, from A. S. Drinkerd, et al, lessors, to Western Oil Fields, Inc., leasee, covering, among other lands, the NEISER of Section 25, Township 22 South, Range 37 East, h.K.P.M., Lea County, New Mexico, and

Themselves, it is the desire of the parties bereto that this agreement cover the Sag of Section 25, Township 22 South, Range 37 East, N.M.P.M., Lee County, New Mexico, as to gas produced from gas wells as defined by the New Mexico Oil Conservation Commission, within the vertical limits of the Blinchry and Tubb Cas Fools, as defined by the Commission, and that said areas shall be hereinsfter referred to as the "Fooled Proration Units" which shall be known as Amanda Blinebry Cas Unit No. 1 and Amanda Tubb Cas Unit Mc. 1, respectively, and

Whiches, is order to comply with existing rules and regalitions covering gas well apacing and gas promation units, and to acquire a gas allowable for each of the above described proles promation units, it is the desire of the parties hereto to pool all leasehold and royalty interests in order to form one tract or unit for the Blinsbry Gas rool and one tract or unit for the Tubb Gas Pool, and

WHEREAS, it is the desire of the parties hereto to operate each of the pooled proration units 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,

NOV, 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 each of the pooled proration units shall be developed and operated by the Operator, 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 each of the pooled proration units shall be allocated among the present or future owners

ILLEGIBLE

of leasehold or royalty interest in the proportion that the acreage interest obtained interest of each bears to the entire acreage interest committed hereto. There shall be no obligation on Operator, or its successors or accigns, to offset any gas well or wells on separate te component tracts into which either of such pooled promation units as now or may hereafter be divided; nor shall operator, its successors or assigns, be required to separately measure and dry gas or associated liquid hydrocarbons by reason of the diverce ownership of such production in and under either of add units, but the lesses shall not be released from the obligation to protect each of said units from drainage by any gas well or wells which may be drilled offsetting it. Payment of rentals under the terms of the leases hereinabove mentioned and described shall not be affected by this agreement except as may as 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 either of the pooled proration units shall be construed and considered as the comment, ment, completion, continued operation or production from each are all of the lands within and comprising said pooled proration unit, and operations or production pursuant to this agreement shall be ideated to be operations or production as to each lease committed agree.

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 was well or gas wells as defined by the New Mexico Oil Conservation Commission located on other of the pooled production units and shall not include or affect in any magner whatsoever any of the production of hydrosymbons from any oil well located on the pooled tracts or any of the groduction of hydrocarbons from other than the Brinebry Gas Pool and Tubb Gos pol 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 to each unit 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 either of said pooled proration units in paying quantities. It is further provided that after the expiration of said one-year period should the unit well or wells for either of said units be reclassified by the New Mexico Oil Conservation Commission, or should either of said units cease to produce gas in paying quantities from any cause this agreement shall not terminate if, within six (6) months after the date of 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 disigently prosecuted and so long thereafter as dry was with or without associated liquid hydrocarbons, is produced from either of said units in paying quantities.

Into agreement shall be binding apon the parties hereto and shall extend to and be binding upon their respective beirs, executors, administrators, personal representatives, successors and assigns, and may be executed in one or more counterparts and all counterparts so executed shall be taken as a single instrument or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the came force and effect as if all parties had signed the same document.

this agreem	ent the day and ye	the parties hereto have exected first above written. GULF CIL COMPORATION						
ATE A :		By H. M. Bayer, Vice Presiden						
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. .		WESTERN CIL FIELDS, INC	٠					
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WESTERN OIL FIELDS, INC.

1827 GRANT STREET

POST OFFICE BOX 1139 DENVER, COLORADO

TELEPHONE MAIN 3-0226

January 30, 1957

Mr. A. L. Porter, Jr. New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

> RE: Drinkard No. Well, NE/4 Sec. 25, T-22-S, R-37-E; Drinkard No. 2 Well SW/4 Sec. 30, T-22-S, R-38-E.

Dear Mr. Porter:

In compliance with our recent exchange of correspondence, enclosed herewith for your attention is a copy of Gas Pooling Agreement on the subject tract showing executing by this Company and the Gulf.

Kindly advise if you desire any further information in this regard.

Very truly yours,

R. M. Barnholt, Jr.

RMBJr/nw Enclosures

cc: Mr. George Reese, Jr.

REESE, MCCORMICK, LUSK AND PAINE

GENAG LERETE R DONG MSCHAMICK THOMAN ELUSH EUGENFO PAINE

BI AC A HE IN A CARISBAD NEW MEXICO

TE: EPHONES 5-3-44 5-3-45

Mr. R. M. Barnholt, Jr. Western Oil Fields, Inc. P. O. Box 1139
Denver, Colorado

Re: Drinkard No. 4 Well, NEt Sec. 25, T-22-S, R-37-E; Drinkard No. 2 Well, SW4 Sec. 30, T-22-S, R-38-E

Dear Barney:

In view of the fact that judgment will shortly be entered holding that the pooling agreements do not violate the covenant against assignment to Gulf I know of no reason why Western should not now execute the agreements and furnish copies to the Uil Conservation Commissi n. Their rules to not require approval of the royalty owners.

I believe this will answer the problem presented by Mr. Porter's letter of January 14, 1957 and forwarded to me with your letter of January 16.

Yours sincemly,

REESE, McCORMICK, LUSK and PAINE

BY Geo. L. Reese, Jr.

GLR: vm

P. D. BOX 871 SANTA FE, NEW MEXICO

February 6, 1957

Mr. E. C. Barnholt Western Oil Fields, Inc. P.O. Box 1139 Denver, Colorado

> Re: Drinkard No. 2 Well, SW/4 Sec. 30, T-22-S, R-38-E; Drinkard No. 4 Well, NE/4 Sec. 25, T-22-S, R-37-E

Dear Mr. Barnholt:

This is to acknowledge receipt of a Gas Pooling Agreement between Western Oil Fields, Inc. and Gulf Oil Corporation executed July 6, 1956 covering the SW/4 of Section 30, Township 22 South, Range 38 East. NMPM. Lea County, New Mexico.

Our records indicate that the above-described acreage was dedicated to the Western Oil Fields, Inc. Drinkard No. 2 Well as of March 1, 1955 on the strength of your letter of February 23, 1955 wherein you stated that the said acreage had been consolidated by a unitization agreement with Gulf Oil Corporation. Since the agreement which you have sent us was not executed until some sixteen months after the date of that letter, it would seem that you must have had some other agreement in mind. We would appreciate some clarification of this apparent discrepancy.

In my letter of January 14, 1957 I requested a copy of the pooling agreement covering both your Drinkard No. 2 Well and Drinkard No. 4 Well. Our records indicate that the NE/4 of Section 25, Township 22 South, Range 37 East, NMPM, is presently dedicated to the Drinkard No. 4 Well on the strength of the aforementioned letter of February 23, 1955. The agreement which you have sent us does not cover the acreage just mentioned. Please furnish us with a copy of that pooling agreement as soon as possible.

Very truly yours.

A. L. Porter, Jr. Secretary - Director

ALP/WJC:bp

WESTERN OIL FIELDS, INC.

1827 GRANT STREET

POST OFFICE BOX 1139 DENVER, COLORADO

TELEPHONE MAIN 3-0226

January 17, 1957

Mr. A. L. Porter, Jr. New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

4

RE: Drinkard No. 2 Well, NE/4 Sec. 25, T-22-S, R-37-E; Drinkard No. 4 Well, SW/4 Sec. 20, T-22-S, R-38-E.

30

Dear Mr. Porter:

We wish to acknowledge receipt of your letter of January 14, 1957. We will comply with your wishes and provide complete information on this matter within a few days; our attorney in this matter is checking the legal aspects of your request in conjunction with our problem in the matter, which is the only reason for the delay.

Please be assured that there was no misrepresentation made to you of any kind. We have been in complete accord with the Gulf since prior to the date of our application for full allowable. A complication arose with the royalty owner (who, incidentally, is the same under the whole unitized tract) which is now in the process of absolving.

This, briefly, is the reason for referring the matter to the attorney prior to answering your request. If you will bear with us for this brief period, we are quite certain there should be no occasion for any reverse action on the original Commission administration of the matter.

Very truly yours,

M. Barnholt, Jr. by n.a.

RMBJr/nw

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

January 14, 1957



Mr. E. C. Barnholt Western Oil Fields, Inc. P.O. Box 1139 Denver, Colorado

> Re: Drinkard No. 2-Well, NE/4 Sec. 25, T-22-S, E-37-E; Drinkard No. 4-Well, SW/4 Sec. 20, T-22-S, R-38-E

Dear Mr. Barnholt:

In your letter of February 23, 1955, you advised the Commission that Western Oil Fields, Inc. and Gulf Oil Corporation had "completed a unitization agreement" covering the above-referenced wells. On the strength of this letter, the Commission increased the allowable for said wells to that of a full 160-acre unit in the Blinebry Gas Pool, effective March 1, 1955.

The Commission was recently informed that there is some question concerning the above-referenced unitization agreement. Please forward a copy of the said agreement to this office as quickly as possible in order that we may settle this matter without having to shut-in the wells in question.

Yours very truly.

A. L. Porter, Jr. Secretary - Director

ALP/WJC:bp

OIL CONSERVATION COMMISSION HOBBS, NEW MEXICO

February 25, 1955

Western Oil Fields, Inc. Attention: Mr. Bernhelt P. C. Box 1139 Denver, Colorado

In: Increase in allowable for gas wells

Centlement

We are attaching approved copies of Form G-104 for your Gulf-State #1, Tubb Pool, the Drinkard #2, Tubb Pool, and the Drinkard #4, Himsbry Pool. On each of these forms there is a statement from you to the affect that communitisation has been effected and a request that the allowables be adjusted accordingly.

By telephone this merning Mr. Macey advised me that he would adjust the allowable for your Galf-State #1 retreastive to October 1, 1954, and that the increases for your other two wells would become effective March 1, 1955. Corrected allowables for all three of these wells will appear on the March 1955 gas prorution schedule.

You will kindly indicate the amount of distillate allowable that you will need each month on Form G-127.

Yours very truly,

OIL CONSERVATION CONSISSION

A. L. Porter, Ar. Proretion Masger

CLP/hs
co-Mr. W. B. Macey
Oll Conservation Counteries
Sente Fe, New Mexico

WESTERN OIL (FIELDS, INC.

1827 GRANT STREET
POST OFFICE BOX 1139 DENVER, COLORADO
TELEPHONE MAIN 8-0226

February 23, 1955.

Mr. A. L. Porter, Jr.
Oil Conservation Commission
P. O. Box 2045
Hobbs, New Mexico

Dear Mr. Porter:

I am enclosing forms C-104 requesting an increase in gas and distillate allowable for our Drinkard #2 and Drinkard #4 wells in Lea County, New Mexico.

We have recently completed a unitization agreement with Gulf Oil Corporation and now respectfully request that the Oil Conservation Commission grant these wells recognition as being contained within a full 160 acre unit, and full allowables granted commencing March 1, 1955.

I am also enclosing for your approval form C-104 requesting full allowable on gas and distillate on our Gulf-State #1 well in Lea County, New Mexico. In a letter from Mr. W. B. Middlemist of this office dated September 24, 1955, we made this request, but I cannot find a feply from your office. I also note that in the gas provation schedule, Gulf-State #1-A is still recognised as only 80 acres, .50 unit.

Mr. Middlemist is at present on vacation so perhaps I am in error on the above paragraph, but I am sure that you will agree that the matter requires attention.

I would like to request then that the Gulf-States#1-A along be put on full allowable and retroactive to October 1, 1954.

If your file on the information that we have sent you is incomplete, please contact me at your earliest convenience and I will be happy to clarify anything that you may have in question.

Very truly yours,

western oil fields, inc.

By

E. C. Baraholt

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

September 24, 1957

Mr. Jack Campbell Campbell & Russell Box 721 Roswell, New Mexico

Dear Sir:

We enclose two copies of each of the following Orders of Dismissal: R-1049, R-1050, R-1051 and R-1052 issued September 16, 1957, by the Oil Conservation Commission.

Very truly yours,

A. L. Porter, Jr. Secretary - Director

bp Encls.

LAW OFFICES OF

MAIN OFFICE OCC AMPBELL & RUSSELL J. P. WHITE BUILDING

ROSWELL, NEW MEXICO

LACK M. CAMPBELLST AUG & JOHN F. RUSSELL

6 August 1957

TELEPHONES MAIN 2-4641 MAIN 2-4642

Re: OCC Applications for Compulsory Pooling ... Western Oil Fields Gulf Oil Corporation Drinkard - Sims

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

Dear Mr. Porter:

I have been advised that the four cases for compulsory pooling have been settled between the parties and you may therefore consider this letter as a request for dismissal of the cases when they come on for hearing before the Commission on August 15th.

Copies of this letter are being sent to all of the attorneys representing Western Oil Fields, Gulf Oil Corporation and the royalty owners involved.

Very truly yours,

CAMPBELL & RUSSELL

Jack M. Campbell

JMC:bb

cc: Mr. Chas. J. Murray cc: Mr. Howell R. Spear

cc: Mr. George L. Reese

WESTERN OIL FIELDS, INC.

1827 GBANT STREET

POST OFFICE BOX 1139 DENVER, COLORADO

TELEPHONE MAIN 3-0226

February 19, 1957

Mr. A. L. Porter, Jr.
New Mexico Oil Conservation Commission
P. O. Box 871
Santa Fe, New Mexico

RE: Drinkard No. 2 Well, SW/4 Sec. 30, T-22-S, R-38-E; Drinkard No. 4 Well, NE/4 Sec. 25, T-22-S, R-37-E.

Dear Mr. Porter:

We have your letter of February 6, 1957, wherein you mention the difference in dates between our notification to the Commission that the subject acreage had been unitized for gas purposes and the final instrument of agreement.

Copies of three items of correspondence are enclosed in explanation of the "discrepancy". First, a letter from the Gulf to us reviewing the negotiations regarding the gas units and setting forth the gist of the agreements; the date is January 20, 1955. Second, our reply to the Gulf, dated February 22, 1955, accepting, in substance, the stated terms; shortly thereafter we were advised that the applicable instruments were being prepared. Third, a letter from the Gulf to us, which is included only because there is mention made therein that the agreements had previously been reached.

The paper work was actually quite involved, there being some twelve instrument, and two or three exchanges were necessary for redrafting and correcting. At any rate, the completed forms were furnished to us in July, 1956. The situation is somewhat unusual, but we definitely informed you correctly of the facts in February, 1955, and they were that agreement had been reached with the Gulf and that Gulf and Western were the only working-interest owners involved.

Also enclosed are copies of the other agreements to complete your file on the subject acreage.

February 19, 1957

Mr. A. L. Porter, Jr. - 2

Please advise if the information you have is now adequate or if you need additional data in this matter.

Very truly yours,

R. M. Barnholt, Jr.

RMBJr/nw Enclosures

Car 1261

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

February 25, 1957

Western Oil Fields, Inc. 1827 Grant Street P.O. Box 1139 Denver, Colorado

ATTENTION: R. M. Barnholt, Jr.

Re: Drinkard No. 2 Well, SW/4 Sec. 30, T-22-S, R-38-E; Drinkard No. 4 Well, NE/4 Sec. 25, T-22-S, R-37-E

Gentlemen:

Thank you for your letter of February 19th, 1957, and the documents submitted therewith concerning the above-referenced wells.

With the communitization agreement for the Drinkard No. 4 Well, our records are now complete and no further information will be required of you.

Yours very truly,

A. L. Porter, Jr. Secretary - Director

ALP/WJC:bp

OIL CONSERVATION COMMISSION SANTA FE, NEW MEXICO

N	My recommendati	ons for ar	order in	the	above	numbered	cases	are as	follows:	U
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Staff Member

Case#1261 LAW OFFICES OF CAMPBELL & RUSSELL J. P. WHITE BUILDING ROSWELL, NEW MEXICO 12 July 1957 **TELEPHONES** JACK M. CAMPBELL JOHN F. RUSSELL MAIN 2-4641 MAIN 2-4642 Mr. A. L. Porter, Jr. New Mexico Oil Conservation Commission Box 871 Santa Fe, New Mexico Dear Pete: For your information, I am going to request a continuance of the Gulf - Western compulsory pooling cases to the August 15th hearing. It appears that these cases are going to be settled, but a little more time is needed to completely wind

With kindest regards, I am

up the matter.

Very truly yours,

Jack M. Campbell

For: CAMPBELL & RUSSELL

JMC: bb

LAW OFFICES OF

CAMPBELL & RUSSELL

J. P. WHITE BUILDING
ROSWELL, NEW MEXICO
6 May 1957

TELEPHONES
MAIN 2-4641

JACK M. CAMPBELL JOHN F. RUSSELL

Mr. A. L. Porter, Jr.
New Mexico Oil Conservation Commission
P. O. Box 871
Santa Fe, New Mexico

Cast 1261

Dear Mr. Porter:

You will find enclosed original and two copies of the following Applications:

- 1. In the Matter of the Application of Gulf Oil Corporation and Western Oil Fields, Inc. for a Compulsory Pooling Order as to Gas in the Blinebry and Tubb Gas Pools Under the SW2 Section 30, Township 22 South, Range 38 East, Lea County, New Mexico.
- 2. In the Matter of the Application of Gulf Oil Corporation and Western Oil Fields, Inc. for a Compulsory Pooling Order as to Gas in the Blinebry and Tubb Gas Pools under the SE2 Section 30, Township 22 South, Range 38 East, Lea County, New Mexico.
- 3. In the Matter of the Application of Gulf Oil Corporation and Western Oil Fields, Inc. for a Compulsory Pooling Order as to Gas in the Blinebry and Tubb Gas Pools under the NE% Section 25, Township 22 South, Range 37 East, Lea County, New Mexico.
- 4. In the Matter of the Application of Gulf Oil Corporation and Western Oil Fields, Inc. for a Compulsory Pooling Order as to Gas in the Blinebry and Tubb Gas Pools under the SEZ Section 25, Township 22 South, Range 37 East, Lea County, New Mexico.

Please file these and set them down for the June statewide hearing. We assume that the Commission will publish the appropriate notice as required by law.

Very truly yours,

CAMPBELL & RUSSELI

Jack M. Campbell

JMC:bb Enclosures

cc: Mr. David Stephens
Gulf Oil Corporation