BEFORE THE OIL CONSERVATION DIVISION NEW MEXICO DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES

IN THE MATTER OF THE APPLICATION (
OF HOWARD OLSEN TO REOPEN CASE (
NOS. 8668 AND 8769, LEA COUNTY, (
NEW MEXICO (
X CASE NO. 8769 & 8668

EXHIBITS TO THE ORAL DEPOSITIONS OF

DOYLE HARTMAN HOWARD OLSEN

Taken August 25, 1989

ORIGINAL



STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

CASE NO. 8668 Order No. R-8031

APPLICATION OF DOYLE HARTMAN FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8 a.m. on July 31, 1985, at Santa Fe, New Mexico, before Examiner Gilbert P. Quintana.

NOW, on this 27th day of September, 1985, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS THAT:

- (1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) The applicant, Doyle Hartman, seeks an order pooling all mineral interests from the surface to the base of the Langlie-Mattix Pool underlying the SE/4 SE/4 of Section 23, Township 25 South, Range 37 East, NMPM, Lea County, New Mexico.
- (3) The applicant has the right to drill and proposes to drill a well at a standard location thereon.
- (4) There are interest owners in the proposed proration unit who have not agreed to pool their interests.
- (5) To avoid the drilling of unnecessary wells, to protect correlative rights, to prevent waste, and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense his just and fair share of the oil in any pool completion resulting from this order, the subject application should be approved by



pooling all mineral interests, whatever they may be, within said unit.

- (6) The applicant should be designated the operator of the subject well and unit.
- (7) Any non-consenting working interest owner should be afforded the opportunity to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production.
- (8) Any non-consenting working interest owner who does not pay his share of estimated well costs should have withheld from production his share of the reasonable well costs plus an additional 200 percent thereof as a reasonable charge for the risk involved in the drilling of the well.
- (9) Any non-consenting interest owner should be afforded the opportunity to object to the actual well costs but actual well costs should be adopted as the reasonable well costs in the absence of such objection.
- (10) Following determination of reasonable well costs, any non-consenting working interest owner who has paid his share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.
- (11) \$5,500.00 per month while drilling and \$550.00 per month while producing should be fixed as reasonable charges for supervision (combined fixed rates); the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (12) All proceeds from production from the subject well which are not disbursed for any reason should be placed in escrow to be paid to the true owner thereof upon demand and proof of ownership.

-3-Case No. 8668 Order No. R-8031

- (13) Upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before January 1, 1986, the order pooling said unit should become null and void and of no effect whatsoever.
- (14) Should all the parties to this force pooling reach voluntary agreement subsequent to entry of this order, this order should thereafter be of no further effect.
- (15) The operator of the well and unit should notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) All mineral interests, whatever they may be, from the surface to the base of the Langlie-Mattix Pool underlying the SE/4 SE/4 of Section 23, Township 25 South, Range 37 East, NMPM, Lea County, New Mexico, are hereby pooled to form a standard 40-acre oil spacing and proration unit to be dedicated to a well to be drilled at a standard location thereon.

PROVIDED HOWEVER THAT, the operator of said unit shall commence the drilling of said well on or before the 1st day of January, 1986, and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Queen formation;

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the 1st day of January, 1986, Order (1) of this order shall be null and void and of no effect whatsoever, unless said operator obtains a time extension from the Division for good cause shown.

PROVIDED FURTHER THAT, should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Order (1) of this order should not be rescinded.

- (2) Doyle Hartman is hereby designated the operator of the subject well and unit.
- (3) After the effective date of this order and within 90 days prior to commencing said well, the operator shall

-4-Case No. 8668 Order No. R-8031

furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.

- (4) Within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production, and any such owner who pays his share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges.
- (5) The operator shall furnish the Division and each known working interest owner an itemized schedule of actual well costs within 90 days following completion of the well; if no objection to the actual well costs is received by the Division and the Division has not objected within 45 days following receipt of said schedule, the actual well costs shall be the reasonable well costs; provided however, if there is an objection to actual well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.
- (6) Within 60 days following determination of reasonable well costs, any non-consenting working interest owner who has paid his share of estimated costs in advance as provided above shall pay to the operator his pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator his pro rata share of the amount that estimated well costs exceed reasonable well costs.
- (7) The operator is hereby authorized to withhold the following costs and charges from production:
 - (A) The pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
 - (B) As a charge for the risk involved in the drilling of the well, 200 percent of the pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.

- (8) The operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.
- (9) \$5,500.00 per month while drilling and \$500.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of actual expenditures required for operating such well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (10) Any unsevered mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under the terms of this order.
- (11) Any well costs or charges which are to be paid out of production shall be withheld only from the working interest's share of production, and no costs or charges shall be withheld from production attributable to royalty interests.
- (12) All proceeds from production from the subject well which are not disbursed for any reason shall immediately be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.
- (13) Should all the parties to this forced pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.
- (14) The operator of the well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force pooling provisions of this order.
- (15) Jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

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-6-Case No. 8668 Order No. R-8031

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.



STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

R. L. STAMETS

Director

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STATE OF NEW MEXITENERGY AND MINERALS DE REMENT OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

CASE NO. 8769 Order No. R-8091

APPLICATION OF DOYLE HARTMAN FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8 a.m. on November 21, 1985, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

NOW, on this 6th day of December, 1985, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS THAT:

- (1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) The applicant, Doyle Hartman, seeks an order pooling all mineral interests from the surface to the base of the Langlie-Mattix Pool underlying the SE/4 NE/4 (Unit H) of Section 26, Township 25 South, Range 37 East, NMPM, Lea County, New Mexico.
- (3) The applicant has the right to drill and proposes to drill a well at a standard oil well location thereon.
- (4) There are interest owners in the proposed proration unit who have not agreed to pool their interests.
- (5) To avoid the drilling of unnecessary wells, to protect correlative rights, to avoid waste, and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense his just and fair share of the oil in any pool completion resulting from this order, the subject application should be approved by



pooling all mineral interests, whatever they may be, within said unit.

- (6) The applicant should be designated the operator of the subject well and unit.
- (7) Any non-consenting working interest owner should be afforded the opportunity to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production.
- (8) Any non-consenting working interest owner who does not pay his share of estimated well costs should have withheld from production his share of the reasonable well costs plus an additional 200 percent thereof as a reasonable charge for the risk involved in the drilling of the well.
- (9) Any non-consenting interest owner should be afforded the opportunity to object to the actual well costs but actual well costs should be adopted as the reasonable well costs in the absence of such objection.
- (10) Following determination of reasonable well costs, any non-consenting working interest owner who has paid his share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.
- (11) At the time of the hearing the applicant proposed that the reasonable monthly fixed charges for supervision while drilling and producing should be \$5500.00 and \$550.00, respectively, based on Division Order No. R-8031, dated September 27, 1985, which authorized these charges as "reasonable monthly fixed charges".
- (12) The evidence presented in this case and in Division Case No. 8668, in which said Order No. R-6031 was subsequently issued, is insufficient to support these proposed charges as being "reasonable" and said rates should therefore be adjusted in the case to reflect a more reasonable rate.
- (13) \$4800.00 per month while drilling and \$480.00 per month while producing should be fixed as reasonable charges for supervision (combined fixed rates); the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share of actual expenditures required for operating the subject

well, not in excess of what are reasonable, attributable to each non-consenting working interest.

- (14) All proceeds from production from the subject well which are not disbursed for any reason should be placed in escrow to be paid to the true owner thereof upon demand and proof of ownership.
- (15) Upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before February 1, 1986, the order pooling said unit should become null and void and of no effect whatsoever.
- (16) Should all the parties to this forced pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.
- (17) The operator of the well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) All mineral interests, whatever they may be, from the surface to the base of the Langlie-Mattix Pool underlying the SE/4 NE/4 (Unit H) of Section 26, Township 25 South, Range 37 East, NMPM, Lea County, New Mexico, are hereby pooled to form a standard 40-acre oil spacing and proration unit to be dedicated to a well to be drilled at a standard oil well location thereon.

PROVIDED HOWEVER THAT, the operator of said unit shall commence the drilling of said well on or before the first day of February, 1986, and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Langlie-Mattix Pool;

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the first day of February, 1986, Ordering Paragraph No. (1) of this order shall be null and void and of no effect whatscever, unless said operator obtains a time extension from the Division for good cause shown;

PROVIDED FURTHER THAT, should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Ordering Paragraph No. (1) of this order should not be rescinded.

- (2) Doyle Hartman is hereby designated the operator of the subject well and unit.
- (3) After the effective date of this order and within 90 days prior to commencing said well, the operator-shall furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.
- (4) Within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production, and any such cwner who pays his share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges.
- (5) The operator shall furnish the Division and each known working interest owner an itemized schedule of actual well costs within 90 days following completion of the well; if no objection to the actual well costs is received by the Division and the Division has not objected within 45 days following receipt of said schedule, the actual well costs shall be the reasonable well costs; provided however, if there is an objection to actual well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.
- (6) Within 60 days following determination of reasonable well costs, any non-consenting working interest owner who has paid his share of estimated costs in advance as provided above shall pay to the operator his pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator his pro rata share of the amount that estimated well costs exceed reasonable well costs.
- (7) The operator is hereby authorized to withhold the following costs and charges from production:
 - (A) The pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
 - (B) As a charge for the risk involved in the drilling of the well, 200 percent of the pro rata share of reasonable well costs attributable to each non-consenting

working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.

- (8) The operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.
- (9) \$4800.00 per month while drilling and \$480.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of actual expenditures required for operating such well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (10) Any unsevered mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under the terms of this order.
- (11) Any well costs or charges which are to be paid out of production shall be withheld only from the working interest's share of production, and no costs or charges shall be withheld from production attributable to royalty interests.
- (12) All proceeds from production from the subject well which are not disbursed for any reason shall immediately be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.
- (13) Should all parties to this forced pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.
- (14) The operator of the well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

(15) Jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

R. L. STAMETS, Director

SEAL

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DOYLE HARTMAN

Oil Operator

500 N. MAIN

P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

January 6, 1986

CERTIFIED

Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

Re: Carlson Lease

SE/4 SE/4 Section 23 and

SE/4 NE/4 Section 26

T-25-S, R-37-E

Lea County, New Mexico

Dear Mr. Olsen:

Reference is made to our various correspondence and conversations wherein you agreed to sell 100% of your interest in the Carlson lease located SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26, T-25-S, R-37-E, Lea County, New Mexico for \$50,000.00.

As you know, based upon the assurance that a firm agreement to purchase your interest in the Carlson lease had been reached, we proceeded with our operations on the lease. However, since the final execution of the sale had not been executed before the end of the year, and we felt like another well needed to be drilled as soon as possible, we proceeded with a force pooling hearing to pool the interest we have negotiated to purchase from you so that we could drill the Carlson Federal No. 5.

The compulsory pooling order has been granted, the Carlson Federal No. 5 has been drilled, and we are extremely anxious to finalize the purchase by Doyle Hartman of 100% of your interest in the Carlson lease.

Please let us know how you would like to close this purchase so that we can make all the final arrangements.

Thank you for your prompt attention to this matter.

Very truly yours,

DOYLE HARIMAN

Ruth Suction

Ruth Sutton

Landman

RS/dr

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DEPOSITION EXHIBIT

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Mr. R. Howard sen January 6, 1985/ Page 2

Cc: Mr. Robert H. Strand
Atwood, Malone, Mann & Turner
Post Office Drawer 700
Roswell, New Mexico 88201.

P 167 325 606

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

Service Service

P 167 325 606

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

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	Restricted Delivery Fee	
	Return Receipt Showing to whom and Date Delivered	60
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Feb.	TOTAL Postage and Fees	1.57
PS Form 3800,	Postmark or Date 1-6-86	
PS	Carlos Lan	10)

CERTIFIED

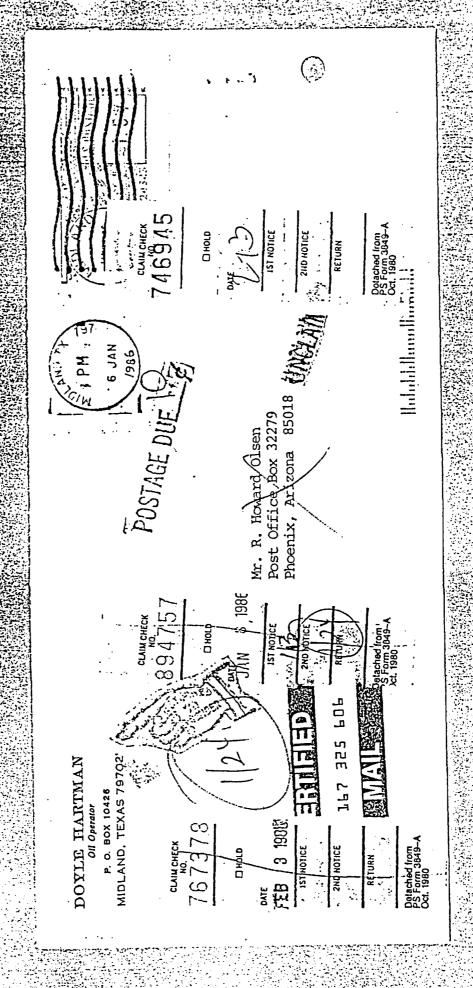
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EMAIL

Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

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CAMPBELL & BLACK, P.A.

JACK M. CAMPBELL
BRUCE D. BLACK
MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
J. SCOTT HALL
PETER N. IVES
JOHN H. BEMIS

GUADALUPE PLACE
SUITE I - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87501
TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

November 11, 1985

BEFORE EXAMINER STOGNER
Oil Conservation Division
HARMAN Exhibit No. 7

Case No. 8769

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

R. Howard Olson Post Office Box 32279 Phoenix, Arizona 85018

Re: Case 8769: Application of Doyle Hartman for Compulsory Pooling, Lea County, New Mexico.

Dear Mr. Olson:

Enclosed is a copy of the docket for the Oil Conservation Division Examiner hearings scheduled for Thursday, November 21, 19.85. You have an interest which may be affected by the above-referenced case.

Very truly yours,

William F. Carr

WFC/cv enclosure

Sunt to

R. HIOWard Olson

R. HOWard Olson

R. HOWard Olson

Siret and No.

P. O. Box 32279

P.O. State and ZIP Code
Phoenix, AZ 85

Phoenix, AZ 85

Certified Fee

Special Delivery Fee

Rostricted Delivery Fee

DEPOSITION EXHIBIT

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Roverse)

DOYLE HARTMAN

Oil Operator
500 N. MAIN
P.O. BOX 10426
MIDLAND, TEXAS 79702

(915) 684-4011 January 24, 1985

Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85016

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Re: Carlson Federal Nos. 2 & 3
SE/4 SE/4 Section 23 (#3)
SE/4 NE/4 Section 26 (#2)
T-25-S, R-37-E
Lea County, New Mexico

Dear Mr. Olsen:

Reference is made to the phone conversations between your office and Jim Burr of our office regarding the following for the above noted wells:

- 1. Production volume—we have checked the production for the subject well for the years 1983 and 1984 and find that for the year 1983 the Carlson Federal No. 3 (No. 2 well not producing) averaged 24 MCFPD and since we became operator on June 1, 1984, this well has averaged 35 MCFPD.
- 2. Pricing—at the time we assumed operations of the Carlson Federal No. 3, El Paso Natural Gas Company arbitrarily lowered the price from the stripper price previously paid to Sun Oil Company to an approximate net price of \$1.35/MCF. We have already discussed this matter with El Paso and have requested that the price be restored to the stripper price.
- 3. Operational costs—as to the Carlson No. 3, we are charging exactly what it costs us to operate this well, which is the same rate as we charge for all wells that we operate. We do not feel we should be asked to operate any well at a loss, which you can surely understand being an independent yourself. As you know, Congress provided stripper pricing for wells such as the Carlson Federal No. 3 in order that such low volume wells can continue to be operated at a profit and not be plugged. If you feel it necessary, we can furnish you back—up data to justify our operating costs.

We can certainly understand your concern generally since the well operations have been recently shifted from Sun with whom you are familiar to us with whom you are not familiar. We hope this explanation answers your questions and, in this regard, we would be willing to offer you \$22,500.00 for all of your right, title, and interest in the above noted wells and acreage. This offer is higher on a pro rata basis than the consideration paid to Sun for its 75% working interest. If you are

DEPOSITION EXHIBIT

Mr. R. Howard () January 24, 1985 Page 2

agreeable to a sale, we would be willing to pay all legal fees incident to the sale and title approval.

Thank you for your consideration and please let us hear from you as soon as is conveniently possible.

Very truly yours,

Doyle Hartman

DH/mh

DOTE HARTMAN, DIL OPER OR F.O. FOR LOADA HUNLARD, FUNAC TOTOR ROWERGER 12, 1987

R. HOWARD OLSEN P.O. BOX 32279 PHOENIX, ARIZONA

85043

CENTLEMEN,

IN REVIEWING OUR ACCOUNTS RECEIVABLE AGING SCHEDULE, I SHOW A FAST DUE BALANCE IN OUR TO NOT COUNTY OF IN CEVIEW OF YOUR INVOICES YOU FIRD THAT WE HAVE NOT CUTE! LED PROPER POCUMENTATION, PLEASE NOTIFY ME. SHOULD ADDITIONAL ASSISTANCE OF DECESSARY IN CLEARING UP THIS OUTSTANDING DALANCE, PLEASE LEEL FREE TO CONTACT HE AT ANY TIME.

YOUR PROMPT ATTENTION TO THIS MATTER IS VERY MUCH APPRECIATED.

与工作的理解的主义。

DOYLE HAR MAN, OIL OPERATOR

CONTROLLER 915-684-4011

ACCOUNTS RECEIVABLE ACTION SCHEDULE FOR AIR DWINER # 77148

CURRENT 30-000 60-DAY 90-DAY 90-DAY 5789.24 \$304.87 \$421.23 \$33,488127

ATTITUTE ATT

P.O. BOX 10426 MIDLAND, TX 79702 (915) 684-4011

JUINT COMER STATEMENT

10/31/87

OWNER 77148 R. HOWARD OLSEN P.O. BOX 32279 PHOEMIX, ARIZONA

05016

PAGE 1

IN ACCORDANCE WITH YOUR OPERATING AGREEMENT, PAYMENT IS DUE WITHIN FIFTEEN DAYS OF RECEIPT, INTEREST WILL BE CHARGED ON OVERDUE ACCOUNTS

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P.O. BOX 10426 MIDLAND, TX 79702 (915) 684-4011

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77148 R. HOWARD OLSEN

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- 00715002 CARLSON #2

DATE OCTOBER 31, 1987

INVOICE 871001853

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LUYLL HARIMAN

P.O. BOX 10426 MIDLAND, TX 79702 (915) 684-4011

JOINT OWNER INVOICE

PAGE

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77148 R. HOWARD OLSEN

LEASE

00715003 CARLSON #3

. DATE OCTOBER 31, 1987

INVOICE 871001854

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EASE: (00715003 CARL	80H #3		YOUF	: INTEREST	,25000000	236.
			·				

January 31, 1985

Doyle Hartman P.O. Box 10426 Midland, TX 79702

RE: CARLSON FEDERAL #3
LEA COUNTY, NEW MEXICO

Dear Mr. Hartman,

In response to your letter of January 24, 1985 regarding the purchase of our interest in the above said well, I have discussed your proposal with Mr. Olsen and he feels the offer is insufficient.

Regarding the working interest expanse for the said well inwhich we are to share, after much conversation between our offices on the correct amount, we have acquired a copy of the original Operating Agreement. According to the said agreement, overhead is to be billed at \$125.00 per month for each drilling well for which our working interest is .25 percent.

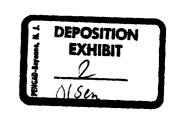
Due to this information, please consider this a demand for your check to adjust the producing overhead in accordance with the operating agreement. Also, invoices for September through December 1984 should be adjusted to reflect this change.

Your cooperation in this matter is appreciated.

bincerely,

Donna M. Mariner Accountant

DH/cac



DOYLE HARTMAN

Oil Operator 500 N. MAIN P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

July 10, 1985

Mr. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

į

Re: Proposed Infill Well
Carlson Federal No. 4
SE/4 SE/4 Section 23
T-25-S, R-37-E
Lea County, New Mexico
(40-acre Langlie Mattix)

Dear Mr. Olsen:

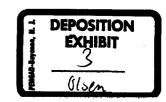
Reference is made to our previous communications concerning operations as to the Langlie Mattix pool covering SE/4 SE/4 Section 23, T-25-S, R-37-E, Lea County, New Mexico. Please be informed that we are proposing the drilling of an infill well on the captioned lease in order to efficiently and effectively drain all remaining Langlie Mattix gas reserves under the SE/4 SE/4 Section 23, T-25-S, R-37-E, that will not be drained by the Carlson No. 3 well which is also situated on the subject 40-acre proration unit.

Since the drilling of a new well is not covered by any existing agreement between the current owners of the subject lease, we invite you to join us with your 25% working interest in drilling the proposed new well. If you wish to participate in the drilling of our proposed new well, we will prepare and forward to you an Operating Agreement for your review and approval. We are enclosing with this letter an AFE covering the cost of drilling our proposed Carlson No. 4 infill well.

In the event you do not wish to participate in the drilling of the proposed new well, we further offer you the following additional options:

- 1. We again extend our offer of January 24, 1985 to purchase your net interest for \$22,500.
- 2. We will be happy to take a farmout of your interest and drill the well to earn a 70% net revenue interest.

Since we hope to spud the proposed new well within the next forty-five days, we are at this time proceeding with all necessary regulatory procedures for the drilling of the subject well. Therefore, we



Mr. Howard
July 10, 1985
Page 2

respectfully request hearing from you as soon as possible concerning your decision in this matter.

Very truly yours,

Doyle Hartmar

DOYLE MAN OIL O: OR 500 N. MAIN STREET MIDLAND, TEXAS

AUTHORIZATION FOR EXPENDITURE AND DETAIL WELL ESTIMATE

LEASE NAME Carlson Federal WELL NO. 4 W.L. 100% of Well (

YTNL	Lea	STATE N	ew Mexico	FIFI D I	anglie Mattix
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				3,800	3,80
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	d Reamers		 -		
Testing					*
Directio	nal Drilling				
Fuel		Water	<u> </u>	6,500	6,50
	Muc			8,100	8,10
Cemen	ing Service	Cement Floats		15,600	5,00
Compa	ny Labor	Contract Labor		9,500	3,60
Surface	Damages and Right-ol-Way			2,800	2,80
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Pit Linia	าก			1,500	1,50
Roads	& Bridges ng Fracturing8	Ocadaina & Gradina		8,000	8,00
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Acidizii	ig rracturing	Perforating			
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	Equipment			4,500	50
	ng and Testing			10,500	
Legal a	nd Professional Expenses:				
Pro	duct Price Determination			2,400	2,40
Re	gulatory Hearings	Other		3,600	3,60
	cts and Title Opinions			4,300	4,30
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Pump _				2,600	
	attery				
	tor or Dehydration Equip. 🔃			2,400	
Meteria	ng Equipment				
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Other C	osts				
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		TOTAL COST O	F WELL		142,000
	Howard Olsen	25		97,500	35,50
		Share at	%		
-	Our projected cost \$329,000, This cost of a 15% contingence \$390,000 for a comp	st is for a routine cy for possible pro	well with	no problem	s. With the addit
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inated by	, Larry C. Na		Title	<u>. </u>	Date
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CAMPBELL & BLACK, P.A.

JACK M. CAMPBELL
BRUCE D. BLACK
MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
J. SCOTT HALL
PETER N. IVES
LOURDES A. MARTINEZ

JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87501
TELEPHONE: 15051 988-4421
TELECOPIER: (505) 983-6043

July 22, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Howard Olson Post Office Box 32279 Phoenix, Arizona 85018 BEFORE EXAMINER QUINTANA
OIL CONSERVATION DIVISION

WETTER
EXHIBIT NO. 6

CASE NO. 868

Re: Case 8668: Application of Doyle Hartman for Compulsory Pooling, Lea County, New Mexico.

Dear Mr. Olson:

Enclosed is a copy of the docket for the Oil Conservation Division Examiner hearings scheduled for Wednesday, July 31, 1985. You have an interest which may be affected by the above-referenced case.

William Sur

William F. Carr

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B. Abdrones	X Date of De	6. Signature	Iways obtain	Registered Certified Express Mail	4. Type of Se	R. Howard P. O. Box Phoenix,	3. Article Add	2. Aestric	delivery. For a evailable, Con- for service(s) r	Put your addr reverse side. F being returned you the name	, i	l]	4 Isan	-
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RECEIPT FOR CERTIFICATOR

Oil Operator

500 N. MAIN

P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

July 30, 1985

Mr. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

Carlos

Re: SE/4 SE/4 Section 23

T-25-S, R-37-E

Lea County, New Mexico

Dear Mr. Olsen:

Reference is made to our past correspondence concerning the proposed infill well on the captioned lands.

As I told your secretary, the compulsory pooling hearing has already been scheduled, but we will report to the New Mexico Oil Conservation Division that you have agreed to farmout, provided we can have a mutually acceptable agreement.

The farmout terms we offer are as follows:

- 1. Operator to drill a Langlie Mattix infill well on the above tract within 90 days from the date of agreement.
- 2. Operator would earn a 70% net revenue interest in the new well with Olsen retaining a 30% overriding royalty interest, which would absorb the presently existing royalty burden of 12.5 % (proportionately reduced).
- 3. Rights earned only in the event of production and would be limited to a depth of 4000 feet.
- 4. Olsen would retain all presently owned interest in the Carlson No. 3 well located on the 40-acre proration.

Please let us hear from you so that we may advise the New Mexico Oil Conservation Division of the resolution of this matter as soon as possible.

Very truly yours,

Ruth Sutton Landman

RS/dr

·cc: O.21 Cari



Oil Operator 500 N. MAIN P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684.4011 September 20, 1985

Mr. James P. Foraker 1140 NW 63rd Street Oklahoma City, Oklahoma 73116

> Re: Carlson Lease SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26 T-25-S, R-37-E Lea County, New Mexico

Dear Mr. Foraker:

Enclosed please find two copies of Partial Assignment and Bill of Sale as well as four copies of the federal form to be filed with the Bureau of Land Management.

We have left a space after Mr. Olsen's name in each case so that you can add "a single man" or his wife's name, whichever is appropriate.

After you have had a chance to look these over, we will discuss the method of exchanging our cashier's check in the amount of \$50,000.00 for the executed assignment.

I have discussed the matter of operating costs with our Controller, Mr. Jim Burr, and he has advised me that September billings have gone out, but he will credit Mr. Olsen's account so that as of September 30, it will show zero balance.

Please let us know if we may be of further assistance and thank you for your cooperation in this matter.

Very truly yours,

DOYLE HARTMAN

Ruth Sutton Landman

RS/mh

Enclosures as above

DEPOSITION EXHIBIT

Of Sen

PARTIAL ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That R. HOWARD OLSEN

Post Office Box 32279, Phoenix, Arizona 85016, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, unto DOYLE HARMMAN, Post Office Box 10426, Midland, Texas 79702, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the Oil and Gas Lease described in Exhibit "A" attached hereto and made a part hereof INSOFAR CNLY as said Lease covers the lands and depths specifically described in said Exhibit "A", and subject to the provisions of said Lease and to any and all existing royalties, excess royalties, overriding royalty interests or other payments out of production with which said Lease may be burdened.

Assignor, for the same consideration recited above, does hereby sell, transfer, assign and convey, AS IS AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS EITHER EXPRESS OR IMPLIED, unto Assignee, all of Assignor's right, title and interest in and to all of the wells located on said lands, together with all casing, leasehold equipment, and personal property in or on or used in connection with said wells.

This assignment shall be effective for all purposes as of 7:00 a.m. on October 1, 1985, and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and assigns of both Assignor and Assignees.

Will Assignor and Assignee	.	
IN WITNESS WHEREOF, tof, 1985, stated above.	his assignment but to be effe	is executed on the day ective as of October 1, 1985, as
WITNESS:		•
		R. Howard Olsen
	<u>:</u>	
THE STATE OF	§ § §	
The foregoing instru	ment was acknow, 1985, by R.	wledged before me, this
	•	
My Commission Expires:		Notary Public
		·

Exhibit "A" to Partial Assignment and Bill of Sale from R. Howard Olsen to Doyle Hartman covering various Lands in Lea County, New Mexico

RECORDED DESCRIPTION OF PROPERTY	Insofar and only insofar as lease covers the SE/4 SE/4 Section 23, T-25-S, R-37-E and SE/4 NE/4 Section 26, T-25-S, R-37-E limited from the surface down to 4,000 feet as to oil rights only.
PRDED [Not I
RECC	Not Reco
DATE	11/1/61
LESSEE	Union Texas Natural Gas Corporation and Joesph E. Seagrams & Sons, Inc.
LESSOR	U. S. A. NM-0766
LEASE NAME LESSOR	Carlson

	•				
Doyle 1	lartman				•
Address (includ	le zip code)				
Post Of	ffice Box 10426, Midla	and, Texas 79702			
The undersigned, a	•	of operating rights in the above-desi		gas lease, hereb	oy transfers, assigns
		e operating rights in such lease as s			
2. Describe the lan	ids affected by this transfer, as	ssignment, and/or sublease (43 CFR 3	3101.2-3 or 3101	.1-4) .	
Section only.	only as said lease of 26, T-25-S, R-37-E	covers the SE/4 SE/4 Sect from the surface to 4,000	ion 23 and feet as to	the SE/4 NE oil rights	./4
Lea Cou	unty, New Mexico				
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3. Specify interest	or percent of operating rights b	seing conveyed to assignee			100%
1. Specify interest	or percent of operating rights b	peing retained by assignor			None
5. Specify overridin	ng royalty interest being reserve	ed by assignor		·	None
6. Specify overridin	ng royalty previously reserved o	or conveyed, if any			12.305%
transfer, assign		sly been created out of this interest, ement giving full details as to amou			
provided under 4			oduction of oil	created lictoin a	which when added t
It is agreed that the		ing royalties or payments out of propreviously created and to the royalty age production of oil per well per day	payable to the	United States, a	ggregate in excess o
It is agreed that the overriding royalties 17 1/2 percent, sha	s or payments out of production all be suspended when the avera	previously created and to the royalty	y payable to the ly averaged on the	United States, a monthly basis is	ggregate in excess o s 15 barrels or less.
It is agreed that the overriding royalties 17 1/2 percent, sha	s or payments out of production all be suspended when the avera	previously created and to the royalty age production of oil per well per day	y payable to the ly averaged on the	United States, a monthly basis is	ggregate in excess o s 15 barrels or less.
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It is agreed that the overriding royalties 17 1/2 percent, shall CERTIFY That the Executed this	s or payments out of production all be suspended when the averance statements made herein are to day of	previously created and to the royalty age production of oil per well per day true, complete, and correct to the best	y payable to the ly averaged on	United States, as monthly basis is emonthly basis is earth belief and s	ggregate in excess o s 15 barrels or less.
It is agreed that the overriding royalties 17 1/2 percent, shall CERTIFY That the Executed this	s or payments out of production all be suspended when the averance statements made herein are to day of	previously created and to the royalty age production of oil per well per day true, complete, and correct to the best	y payable to the ly averaged on	United States, as monthly basis is emonthly basis is earth belief and s	ggregate in excess o s 15 barrels or less.

PART 1

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

- A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:
- 1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
- 2. Of the age of majority in the State where the lands to be assigned are located.
- 3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.
- B. Assignee Agrees That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the lesschold in accordance with the terms and conditions of the lease, to condition all wells for proper shandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this

day of

, 19

(Assignee's Signature) Doyle Hartman

O. Box 10426

(Assignee's Address)

Midland, Texas 79702

(City)

(Zip Code).

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United ates any folse, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

USE OF FORM - Use only for assignment of operating rights (including working interests) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement must be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment

FILING AND NUMBER OF COPIES - File three (3) completed

and manually signed copies in the appropriate BLM office. A \$25,00 nonrefundable filing fee must accompany this assignment, File assignment within ninety (90) days after date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT - The assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. If an operator's bond is required, it must be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

- (1) The adjudication of the assignee's rights to the land or resources
- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public
- lands or resources.

 (4)(S) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

is information is being collected pursuant to the law (43 CFR 3106-3(c)). is information will be used to create a record of lease assignment.

sponse to this request is required to obtain a benefit,

GPO 634 - 844





JAMES P. FORAKER

GLENBROOK CENTRE-WEST 1140 N.W. 63RD STREET OKLAHOMA CITY, OKLAHOMA 73116

> OFFICE 405/842-0685 RESIDENCE 405/751-5386

October 4, 1985

Mr. Howard Olsen P. O. Box 32279 Phoenix, Arizona 85016

Dear Howard:

Enclosed herewith is the original of an Assignment prepared by Doyle Hartman of Midland, Texas, on the Carlson lease which covers 40 acres in the SE/4 SE/4 of Section 23 and the SE/4 NE/4 of Section 26-T25S- R37E, Lea County, New Mexico. I assumed you would be here on September 26, so I retained the original September 20 letter, assignment and B.L.M. forms from Miss Sutton.

I had not been informed that the Carlson lease also covered the 40 acres in Section 26. A few days after receiving the proposed assignment, Miss Sutton by hand-written letter forwarded to me photocopies of portions of the history of said lease.

Today I received from Miss Sutton a photocopy of her letter to you dated October 1 pertaining to these properties.

Pursuant to your instructions I have ceased work on the Carlson project. If anything further from me is needed in this matter, please advise.

You may pay me for my services on this project an amount you consider appropriate in accordance with our previous understanding.

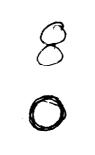
Sincerely yours,

James P. Foraker

JPF/dea Enclosures

DEPOSITION
EXHIBIT

Olsen



Oil Operator

500 N. MAIN

P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

CERTIFIED MAIL--RETURN RECEIPT REQUESTED

October 1, 1985

Mr. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

Re: Carlson Federal No. 4
SE/4 Section 23 and
SE/4 NE/4 Section 26
T-25-S, R-37-E
Lea County, New Mexico

Dear Mr. Olsen:

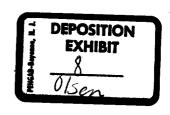
Please refer to our past correspondence relative to drilling the above-captioned well.

As you are no doubt aware, we have tried very hard to comply with the changes in your position as to this proposed well.

On July 30, 1985, the date of our hearing before the New Mexico Oil Conservation Division, Carol from your office advised us by telephone that you had decided you would farmout your interest. We then advised the NMOCD that we had your voluntary cooperation and wrote you a letter setting out farmout terms. Over the next few weeks I made several calls to try to ascertain if the terms were acceptable.

Later Mr. James Foraker called us and advised that you preferred to sell you interest to us. After we had made a firm deal over the phone, including specifics for exchanging the executed assignment for our Cashiers Check, I was surprised and amazed to learn that you would not agree to execute the assignment because it included all of the acreage associated with the lease. This was especially strange in view of the fact that I had previously furnished Mr. Foraker various materials to convince you of your ownership of the tract in Section 26.

Since considerable time has elapsed, we believe this matter should be handled as agreed.



Mr. Howard Ol October 1, 1985 Page 2

Please let us hear from you.

Very truly yours,

DOYLE HARIMAN

Landman

Ruth Sullon

RS/mh

cc: Mr. James Foraker 1140 N. W. 63rd Street Oklahoma City, Oklahoma 73116

SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested. 1. Show to whom, date and address of delivery.
2. Restricted Delivery.
3. Article Addressed to: Howard Olsen P.O. Box 32279 Phoenix, Arizona 85018
4. Type of Service: Article Number
☐ Registered ☐ Insured ☐ Certified ☐ COD ☐ P 167 617 962 ☐ Express Mail
Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X
6. Signature – Agent X
7. Date of Delivery
8. Addresses's Address (ONLY if requested and fee paid)

Carlson Fed No. 4-H. Olsen/mh

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P 167 617 962

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

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	Special Delivery Fee	
	Restricted Delivery Fee	
	Return Receipt Showing to whom and Date Delivered	.60
1985	Return receipt showing to whom, Date, and Address of Delivery	
Feb.	TOTAL Postage and Fees	\$1.57
٠'n	O Postmark or Date	

TOTAL Postage and Fees \$1.57
Postmark or Date
10-02-85

OCT -2.95

TEX. 2017

Mr. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

DOY

PS Form 3811, July 1983 447-845	Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are successful. Consult postmaster for fees and check box(es) for service(s) requested. 2. Show to whom, date and address of delivery. 2. Restricted Delivery.
16 26 36	3. Article Addressed to: (Howard Olsen) (P.O. Box 32279) (Phoenix, Arizona 85018)
で変数で	4. Type of Service: Article Number ☐ Registered ☐ Insured ☐ COD ☐ P 167 617 962 ☐ Express Mail
4.5	Aways obtain signature of addressee or agent and AATE DELIVERED.
OMESTIC	6. Signature – Agent
RETURN	7. Date of Delivery (0) (1) (1) (2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
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P 167 617 962

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

3-014	Sent to Mr. Howard Olsen						
* U.S.G.P.O, 1984-446-014	Street and No. P. O. Box 32279						
.0. 19	PO State and ZIP Code Phoenix, Arizona 8	5018					
S.G.F	Postage	\$.22					
*	Certified Fee	.75					
	Special Delivery Fee						
1982	Restricted Delivery Fee						
	Return Receipt Showing to whom and Date Delivered	.60					
	Return receipt showing to whom, Date, and Address of Delivery						
Feb. 1982	TOTAL Postage and Fees	\$1.57					
Form 3800,	Postmark or Date	·					
	10-02-85						
PS	Carlson Fed No. 4-	H. Olsen/mh					



Oil Operator

500 N. MAIN

P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

October 4, 1985

Mr. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

> Carlson Federal Lease SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26

T-25-S, R-37-E

Lea County, New Mexico

Dear Mr. Olsen:

Please refer to the numerous telephone conversations and vast correspondence we have had with your appointed agents concerning your interest in the Carlson Federal Lease located in Sections 23 and 26, T-25-S, R-37-E, Lea County, New Mexico.

On September 18, 1985, after much negotiation between Ruth Sutton of Doyle Hartman's office and James Foraker, your attorney and agent in Oklahoma City, a firm commitment was reached (at your initiation) for Doyle Hartman to purchase your interest in the above-described Carlson Federal Lease. Part of the terms were to be the exchange of your fully executed assignment of 100% of your interest in the Carlson Federal Lease for Hartman's Cashier's Check in the amount of \$50,000.00. method of exchange was also agreed to at your request. followed up on this verbal commitment by furnishing the Assignment requested by Mr. Foraker for your execution and since that date, we have proceeded with the drilling of a well on the Carlson Lease at our sole risk and expense based on your agreement to convey to us your interest as outlined above.

Since we have proceeded in good faith with our operations on the Carlson lease based on our understanding that a firm agreement had been reached with you as outlined above, we ask that you immediately acknowledge that we indeed have a previously negotiated and agreed upon deal for Doyle Hartman to purchase 100% of your interest in the Carlson Federal Lease (SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26, T-25-S, R-37-E, Lea County, New Mexico) with the consideration being Doyle Hartman's Cashier's Check drawn by the RepublicBank/First National, Midland in the



Mr. Howard Ol. October 4, 1985 Page 2

amount of \$50,000.00. In the event we do not hear from you by Friday, October 11, 1985 acknowledging the above, we will turn this matter over to our attorney, Mr. Robert H. Strand for further action.

Very truly yours,

Doyle Hartman

cc: Mr. Robert H. Strand Atwood, Malone, Mann & Turner Post Office Drawer 700 Roswell, New Mexico 88201

> Mr. James Foraker 1140 N. W. 63rd Street Oklahoma City, Oklahoma 73116

PS Form 3811, July 1983 447-845	Put your address in the "RETURN TO" space on the reverse side. Fallure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmester for fees and check box(es) for service(s) requested.
19	1. 🗓 Show to whom, data and address of delivery.
3 447	2. 🛘 Restricted Delivery.
\$	3. Article Addressed to: Mr. Howard Olsen P. O. Box 32279 Phoenix, Arizona 85018
	4. Type of Service: Article Number
	Registered Insured P 167 617 963 Express Meil
	Always obtain signature of addressee or agent and DATE DELIVERED.
90	5. Signature – Addresse X
DOMESTIC	6. Signature Agent X
RETURN	7. Date of Delivery
JAN RE	8. Addresses's Address (ONLY if requested and fee paid)
RECEIPT	•

Carlson Fed. No. 4-Olsen/mh

Save this receipt and present if it you make inquiry.

Enter lees for the services requested in the appropriate sq ssled, check the applicable blocks in item 1 of Form 38]

it you want delivery restricted to the addressee, or ESTRICTED DELIVERY on the front of the anicle

I you want a return receipt, while the certified mail numers (m 2811), and sitisch if to the front of the arricle. Of means of arricle, Endorse front of arricle, Endorse front of arricle.

f you do not want this receipt postmarked, stick the gun cle, date, detach and retain the receipt, and mail the 34

(55,000 5,000

) you want this receipt postmarked, stick the guinned π ving the receipt attached and present the article at a post

STICK POSTAGE STAMPS TO ARTICLE T CERTIFIED MAIL FEE, AND CHARGES FOR ANY 3

167 617 963

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

SMr. Howard Olsen	
Sifei Hd NBox 32279	
P.O., State and ZIP Code Phoenix, Arizona	85018
Postage	\$.22
Certified Fea	57.
Special Delivery Fee	
Restricted Delivery Fea	
Return Receipt Showing to whom and Date Delivered	09.
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	11.57

ш

Postmark or Date PS Form 3800, Feb. 1982

85018

Post Office Box 32279 Mr. Howard Olsen

Phoneix, Arizona

DOYLE HARTMAN Oil Operator

	our address in the "RETURN TO" space on the
	se side. Failure to do this will prevent this card from ? I returned to you. The return receipt fee will provide
you	the name of the person delivered to and the date of
avail	For additional fast the following services are able. Consult postmaster for feet and check box(es)
fors	ervice(s) requested.
1. R	Show to whom, date and address of delivery.
	and the company of the contract of the contrac
2.:L	Restricted Delivery
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ľΡ.	O. Box 32279
	oenix, Arizona 85018
30.4	的现在分词,他们也是一个人的一种。 第一个人的一种人的一种人的一种人的一种人的一种人的一种人的一种人的一种人的一种人的一种
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LJ F	edistered : Insured I have a little and a li
LLE	ertified COD P 167.3617 963
Alw	rys obtain signature of addressee or agent and EDELIVERED
	preture 7 Addressee
X	
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	STANDARD CONTRACTOR
	ate of Delivery of an advantage against the against the second
	10/1/00
8. A	idresses's Address (ONLY if requested and fee paid)

Carlson Fed. No. 4-Olsen/mh

P 167 617 963

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

014	Sent to Mr. Howard Olsen							
* U.S.G.P.O. 1984-446-014	Sifeel and Na 32279							
	P.O., State and ZIP Code Phoenix, Arizona	85018						
.S.G.P	Postage	\$.22						
*	Certified Fee	.75						
	Special Delivery Fee							
	Restricted Delivery Fee							
	Return Receipt Showing to whom and Date Delivered	.60						
1982	Return receipt showing to whom, Date, and Address of Delivery							
Feb.	TOTAL Postage and Fees	\$1.57						
8	Postmark or Date							
PS Form 3800, Feb. 1982	10-04-85							
PS FC	Carlson_Fed_No4-	mħ						



CAMPBELL & BLACK, P LAWYERS

JACK M. CAMPBELL BRUCE D. BLACK ICHAEL B. CAMPBELL WILLIAM F. CARR BRADFORD C. BERGE J. SCOTT HALL PETER N. IVES JOHN H. BEMIS

GUADALUPE PLACE SUITE I - 110 NORTH GUADALUPE POST OFFICE BOX 2208 SANTA FE. NEW MEXICO 87501 TELEPHONE: (505) 988-4421 TELECOPIER: (505) 983-6043

November 11, 1985

CERTIFIED MAIL RETURN RECEIPT REQUESTED

R. Howard Olson Post Office Box 32279 Phoenix, Arizona 85018 BEFORE EXAMINER STOGNER Oil Conservation Division HARMAN Exhibit No. 7 Case No. 8769

Case 8769: Application of Doyle Hartman for Compulsory Pooling, Lea County, New Mexico.

Dear Mr. Olson:

Enclosed is a copy of the docket for the Oil Conservation Division Examiner hearings scheduled for Thursday, November 21, _1985. You have an interest which may be affected by the abovereferenced case.

Very truly yours,

William F. Carr

WFC/cv enclosure

DEPOSITION FYHIBIT

PS Form 3800, Fab. 1982											
11/11/85	Postmark or Date	TOTAL Postage and Fees	Return receipt showing to whom. Date, and Address of Delivery	Return Receipt Showing to whom and Dato Delivored	Rostricted Delivory Fee	Special Delivery Fee	Certified Fee	Postage	D S <	et and No.	Sunt to R. Howard Olson
		=						~	18		

Oil Operator

500 N. MAIN

P.O. BOX 10426
MIDLAND. TEXAS 79702

(915) 684-4011

January 6, 1986

CERTIFIED

Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

> Re: Carlson Lease SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26 T-25-S, R-37-E Lea County, New Mexico

Dear Mr. Olsen:

Reference is made to our various correspondence and conversations wherein you agreed to sell 100% of your interest in the Carlson lease located SE/4 SE/4 Section 23 and SE/4 NE/4 Section 26, T-25-S, R-37-E, Lea County, New Mexico for \$50,000.00.

As you know, based upon the assurance that a firm agreement to purchase your interest in the Carlson lease had been reached, we proceeded with our operations on the lease. However, since the final execution of the sale had not been executed before the end of the year, and we felt like another well needed to be drilled as soon as possible, we proceeded with a force pooling hearing to pool the interest we have negotiated to purchase from you so that we could drill the Carlson Federal No. 5.

The compulsory pooling order has been granted, the Carlson Federal No. 5 has been drilled, and we are extremely anxious to finalize the purchase by Doyle Hartman of 100% of your interest in the Carlson lease.

Please let us know how you would like to close this purchase so that we can make all the final arrangements.

Thank you for your prompt attention to this matter.

Very truly yours,

DOYLE HARIMAN

Ruth Sutton

Ruth Swar

Landman

RS/dr

DEPOSITION EXHIBIT

Mr. R. Howard sen January 6, 1965/ Page 2

cc: Mr. Robert H. Strand Atwood, Malone, Mann & Turner Post Office Drawer 700 Roswell, New Mexico 88201.

P 167 325 606

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

Seption (Quinting Color)

Stylest and No. 322 19

Possible and ZIP Code

Postage \$22

Certified Fee 75

Special Delivery Fee

Restricted Delivery Fee

Restricted Delivery Showing to whom, Date, and Address of Delivery

TOTAL Postage and Fees \$1.57

Postmark or Date

Catholic Action 1 2016

Catholic Act

P 167 325 606

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

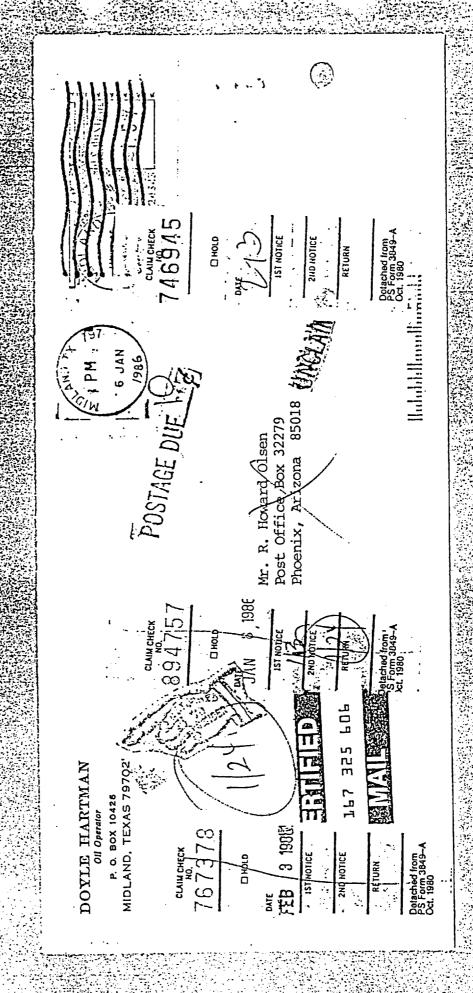
(See Reverse)

8-014	Sent & Housed Ellow							
984-44	Street and No. Sol 32	2 19						
.o.	P.O. State and ZIP Code	85018						
* U.S.G.P.O. 1984-446-014	Postage	322						
*	Certified Fee	25						
	Special Delivery Fee							
	Restricted Delivery Fee							
	Return Receipt Showing to whom and Date Delivered	60						
1982	Return receipt showing to whom, Date, and Address of Delivery							
Feb.	TOTAL Postage and Fees	3/.57						
S Form 3800, Feb. 1982	Postmark or Date /- 6 - 84							
S								

P **1**67 325 606

Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85018

Put your address in the "RETURN TO" space on the rewers side. Failure to do this will prevent this card to being returned to you. The return receipt fee will proved to being returned to you. The return receipt fee will proved to being returned to you. The return receipt fee will proved to being returned to you. The return receipt fee will provid you the name of the person advisered to and the skip to being returned. 1. Show to whom, data and address of delivery. 2. Restricted Delivery. 3. Article Addressed to: A. Type of Bervice: A. Type of Bervi	Maria Aria da	$\mathcal{E}_{\mathcal{I}}$ тчізови ивитая эптв						Sterm 3811, July 1963 447-846			
2 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Typ)	Date of Delivery Address (ONLY	Signature –	Signature —	Always obtain signature of addressee or agent and DATE DELIVERED.	Begistered Insured Place Place	Type of Service:	NOS ON NOW		SENDER: Complete items 1, 2, 3 and 4, ut your address in the "RETURN TO" space o were add. Failure to do this will prevent this crising returned to you. The return receipt 159 will on the name of the person delivered to and the silvery. For additional feet the following service silvery. For additional feet the following service is also and the consults of the service is requested. Show to whom, data and address of deliving services in the consults of the services of deliving services in the consults of the services of services and the consults of the services of services of the serv



Oil Operator

500 N. MAIN P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

October 6, 1987

Mr. Garold Bowlby, CPA 2221 West Lindsey, Suite 216 Norman, Oklahoma 73069

Dear Mr. Bowlby:

In response to our recent telephone conversations, I am enclosing the following data:

- . Joint Interest Account Analysis \$ 33,577.95 (08-31-87)
- . Payout Status on Carlson Federal #4
- . Payout Status on Carlson Federal #5

Our accounts are now and have always been open for a standard joint interest audit by any joint interest owner. If you would prefer to preform a joint interest audit of these accounts, please feel free to contact me and we will arrange a mutually suitable time (during regular office hours) for such audit to be performed.

Sincerely,

Ben Wilcox

FILE COPY

DEPOSITION

BW/kb

Enclosure cc: Don Maddox

JOINT INTEREST ACCOUNT ANALYSIS

R. HOWARD OLSEN #77148

DATE	BEGINNING BALANCE	LOR CHARGES	ADJUSTMENTS /	SERVICE Charge	TOTAL LOR AND S/C	ENDING BALANCE
9-30-84	0.00	197.26			197.26	197.26
10-31-84	197.26	209.71			209.71	406.97
11-30-84	406.97	198.08		1.97	200.05	607.02
12-31-84	607.02	197.35		4.09	201.44	808.46
1-31-85	808.46	192.93		6.11	199.04	1,007.50
2-28-85	1,007.50	203.60	-5098.76		203.60	(3,887.66)
3-31-85	(3,887.66)	194.80	8974.26		194.80	5,281.40
4-30-85	5,281.40	208.18			208.18	5,489.58
5-31-85	5,489.58	214.13		52.81	266.94	5,756.52
6-30-85	5,756.52	205.91		55.40	261.31	6,017.83
7-31-85	6,017.83	198.21		58.12	256.33	6,274.16
8-31-85	6,274.16	199.99		60.76	260.75	6,534.91
9-30-87	6,534.91	1,066.04		63.33	1,129.37	7,664.28
10-31-85	7,664.28	8,508.12		65.98	8,574.10	16,238.38
11-30-85	16,238.38	897.97		77.30	975.27	17,213.65
12-31-85	17,213.65	579.25		163.16	742.41	17,956.06
1-31-86	17,956.06	223.57		173.76	397.33	18,353.39
2-28-86	18,353.39	260.66		175.50	436.16	18,789.55
3-31-86	18,789.55	1,885.63		183.05	2,068.68	20,858.23
4-30-86	20,858.23	303,91		189.73	493.64	21,351.87
5-31-86	21,351.87	249.73		210.47	460.20	21,812.07
6-30-86	21,812.07	788.14		215.62	1,003.76	22,815.83
7-31-86	22,815.83	393.50		220.27	613.77	23,429.60
8-31-86	23,429.60	385.24		230.36	615.60	24,045.20
9-30-86	24,045.20	409.28		236.59	645.87	24,691.07
10-31-86	24,691.07	440,44		242.81	683.25	25,374.32
11-30-86	25,374.32	397.36		249.33	646.69	26,021.01
12-31-86	26,021.01	436.32		256.23	692.55	26,713.56
1-31-87	26,713.56	595.77		262.77	858.54	27,572.10
2-28-87	27,572.10	400.81		265.40	666.21	28,238.31
3-31-87	28,238.31	1,123.24		272:41	1,395.65	29,633.96
4-30-87	29,633.96	574.96		285.10	860.06	30,494.02
5-31-87	30,494.02	432.13		299.19	731, 32	31,225.34
6-30-87	31,225.34	501.83		307.93	809.76	32,035.10
7-31-87	32,035.10	482.79		315.33	798. 12	32,833.22
8-31-87	32,833.22	421.23		323.50	744.73	33,577.95

2-28-85 Olsen's account was credited with revenue received from R1 Paso. A check in the amount of \$3887.66 was issued. This was the excess revenue over joint interest expenses to that date. Mr. Olsen cashed this check. In the following month, R1 Paso deducted the amount previously paid, and paid it directly to Olsen.

24,178.07

5,524.38

29,702.45

3-31-85

TOTALS

To correct the previous month's joint interest write-off, \$5,086.60, and record the cashed check of \$3887.66.

JOINT INTEREST ACCOUNT ANALYSIS R. HOWARD OLSEN \$77148

DATE	CARLSON 2 LOB CHARGES	CARLSON 3 LOE CHARGES		SERVICE CHARGE	TOTAL LOR AND S/C
9-30-84		197,26	197.26		197.26
10-31-84		209.71	209.71		209.71
11-30-84		198.08	198.08		198.08
12-31-84		197.35	197.35		197.35
1-31-85		192.93	192.93		192.93
2-28-85		203.60	203.60		203.60
3-31-85		194, 80	194.80		194.80
4-30-85		208. 18	208.18		208.18
5-31-85		214.13	214.13	52,81	266.94
6-30-85		205.91	205.91	55.40	261.31
7-31-85		198.21	198.21	58.12	256.33
8-31-85		199.99	199.99	60.76	260.75
9-30-87		1,066.04	1,066.04	63.33	1,129.37
10-31-85		8,508.12	8,508.12	65.98	8,574.10
11-30-85		897.97	897.97	77.30	975.27
12-31-85		579.25	579.25	163. 16	742.41
1-31-86		223, 57	223.57	173.76	397.33
2-28-86		260.66	260.66	175.50	436.16
3-31-86		1,885.63	1,885.63	183.05	2,068.68
4-30-86		303.91	303.91	189.73	493.64
5-31-86		249.73	249.73	210.47	460.20
6-30-86	581.14	207.00	788.14	215.62	•
7-31-86	188.31	205.19	393.50	220.27	613.77
8-31-86	188.69	196.55	385.24	230.36	615.60
9-30-86	191.69	217.59	409.28	236.59	645.87
10-31-86	211.78	228.66	440.44	242.81	683.25
11-30-86	194.75	202.61	397.36	249.33	
12-31-86	209.72	226.60	436.32	256.23	692.55
1-31-87	284,85	310.92	595.77	262.77	858.54
2-28-87	196.39	204.42	400.81	265.40	666,21
3-31-87	887.72	235.52	1,123.24	272.41	1,395.65
4-30-87	283.54	291,42	574.96	285.10	860.06
5-31-87	212.13	220.00	432.13	299.19	731.32
6-30-87	246.98	254.85	501.83	307.93	809.76
7-31-87	237.46	245.33	482.79	315.33	798.12
8-31-87	206,68	214.55	421.23	323.50	744.73
TOTALS	1 221 02	10 950 01	24 17 0 0 7	5 K12 21	29,690.28
TATEPS)	4,321.83	19,856.24	24,178.07	5,512.21	43,030.40

R. ROWARD OLSEN OWNER #77148

CARLSON 2 LOB CHARGES	4,321.83
CARLSON 3 LOR CHARGES	19,856.24
SERVICE CHARGES	5,512.21
CHECK ISSUED IN ERROR *	3,887.66
747 41487 ATTUS	AA 588 A4
BALANCE OWING	33,577.94

* 3-14-85 CHRCK (COPY ATTACHED) ISSUED BY HARTMAN. OLSEN'S REVENUE NETTED AGAINST HIS ACCOUNT. HOWEVER, EL PASO PAID OLSEN ALSO.

是这种情况是不是不是一个人,只是是是这种情况,不是是一个人,也是是是一个人,也是是一个人,也是是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人 第一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一

NA BO 22 FOR T. OPERATOR THE Na 85 25 001 FOR DEPOSIT ON SELVE

DOYLE HARTHAN, OIL OPERATOR STATUS OF PAYOUT ACCOUNT

CARLSON FEDERAL #4

	DATE .	CUMULATIVE COSTS	CUMULATIVE NET REVENUE	NET Position	X PAID OUT
	09-85 10-85	527,333.86 580,962.54	33,949.10	(527,333.86) (547,013.44)	0.00%
TOTAL	11-85	1,108,296.40 5,152.80	33,949.10 2,580.02	(1,074,347.30) (2,572.78)	3.062
TOTAL	11-85 ADJ.	1,113,449.20	36,529.12 33,753.84	(1,076,920.08) 33,753.84	3.28%
TOTAL	12-85	1,113,449.20 25,127.09	70,282.96 35,193.19	(1,043,166.24) 10,066.10	6.317
TOTAL	01-86	1,138,576.29 12,901.27	105,476.15 44,166.88	(1,033,100.14) 31,265.61	9.26%
TOTAL	02-86	1,151,477.56 10,912.60	149,643.03 35,534.46	(1,001,834.53) 24,621.86	13.00%
TOTAL	03-86	1,162,390.16 18,882.12	185,177.49 14,982.48	(977,212.67) (3,899.64)	15.932
TOTAL .	04-B6	1,181,272.28	200,159.97 B,232.41	(981,112.31) 6,266.28	16.94%
TOTAL	05-86	1,183,238.41 7,807.43	208,392.38 14,084.71	(974,846.03) 6,279.28	17.61%
TOTAL	48-40	1,191,045.84 3,234.17	222,479.09 7,545.74	(968,566.75) 4,311.57	18.68%
TOTAL	07-86	1,194,280.01 3,276.07	230,024.83 6,785.91	(964,255.18) 3,509.84	19.26%
TOTAL	48-8 0	1,197,554.08 3,780.52	236,810.74 4,570.83	(960,745.34) 790.31	19.77%
TOTAL	09-84	1,201,336.60	241,381.57 4,990.42	(959,955.03) (6,987.53)	20.091
TOTAL -	10-B&	1,213,314.55 4,584.45	246,371.99 6,376.80	(986,942.56) 1,792.35	20.317
TOTAL	11-86	1,217,879.00 2,344.24	252,74B.79 4,326.90	(965,150.21) 1,982.66	20.75%

DOYLE HARTMAN, OIL OPERATOR STATUS OF PAYOUT ACCOUNT

CARLSON FEDERAL 14

	DATE	CUMULATIVE COSTS	CUMULATIVE NET REVENUE	NET Position	% PAID OUT
TOTAL	40.04	1,220,243.24	257,075.69	(963,167.55)	21.07%
	12-86	5,949.78	3,708.17	(2,241.61)	
TOTAL		1,226,193.02	260,783.86	(965,409.16)	21.27%
	01-87	6,971.12	4,053.88	(2,917.24)	
TOTAL		1,233,164.14	264,837.74	(968,326.40)	21.48%
	02-87	4,844.15	3,380.28	(1,463.87)	
TOTAL	,	1,238,008.29	268,218.02	(969,790.27)	21.67%
	03-87	6,550.32	2,756.96	(3,793.36)	
TOTAL		1,244,558.61	270,974.98	(973,583.63)	21.77%
•	04-87	7,273.40	3,644.36	(3,629.04)	
TOTAL		1,251,832.01	274,619.34	(977,212.67)	21.94%
	05-87	2,990.51	9,443.34	6,452.83	
TOTAL		1,254,822.52	284,062.68	(970,759.84)	22.64%
	11-86 ADJ.	0.00	(79.23)	(79.23)	
TOTAL		1,254,822.52	283,983.45	(970,839.07)	22.63%

CARLSON FEDERAL 14
Well Costs

	Date	Intangible Drilling Costs	Drilling Costs at 300% · Payout	Lease and Well Equipment	Lease & Well Equip. at 300% Payout	Lease Operating Expense	Total
	09-85 10-85	128,524.51 155,928.05	385,573.53 467,784.15	38,377.89 32,948.41	115,133. <i>6</i> 7 98,845.23	26,626.66 14,333.16	527,333.86 580,962.54
TOTAL	11-85	284,452.56 530.63	853,357.6B 1,591.89	71,326.30	213,978.90	40,959.82 3,560.91	1,108,296.40 5,152.80
TOTAL	12-85	284,983.19 30.06	854,949.57 90.18	71,326.30	213,978.90	44,520.73 25,036.91	1,113,449.20 25,127.09
TOTAL	01-86	285,013.25	855,039.75	71,326.30 1,890.00	213,978.90 5,670.00	69,557.64 7,231.27	1,138,576.29
TOTAL	02-86	285,013.25	855,039.75	73,216.30	219,648.90	76,788.91 10,912.60	1,151,477.51
TOTAL	03-86	285,013.25	855,039.75	73,216.30 4,315.93	219,648.90 12,947.79	87,701.51 5,934.33	1,162,390.1a 18,882.1:
TOTAL	04-86	285,013.25	855,039.75	77,532.23	232,596.69	93,635.84 1,966.13	1,181,272.2
TOTAL	05-B6	285,013.25	855,039.75	77,532.23	232,596.69	95,601.97 7,807.43	1,183,238.4 7,807.4
TOTAL	28-90	285,013.25	855,039.75	77,532.23	232,596.69	103,409.40 3,234.17	1,191,045.8 3,234.1
TOTAL	07-86	285,013.25	855,039.75	77,532.23	232,596.69	106,643.57 3,276.07	1,194,280.0
TOTAL	08-86	285,013.25	855,039.75	77,532.23	232,596.69	109,919.64 3,780.52	1,197,556.0 3,780.5
TOTAL	09-86	285,013.25	855,039.75	77,532.23 2,181.50	232,596.69 6,544.50	113,700.16 5,433.45	1,201,336.£ 11,977.\$
TOTAL	10-86	285,013.25	855,039.75	79,713.73	239,141.19	119,133.61 4,584.45	1,213,314.5
TOTAL	11-86	285,013.25	855,039.75	79,713.73	239,141.19	123,718.06 2,344.24	1,217,899.0
TOTAL	12-86.	285,013.25	855,039.75	79,713.73	239,141.19	126,062.30 5,949.78	1,220,243.5
TOTAL	01-87	285,013.25	855,039.75	79,713.73	239,141.19	132,012.08 6,971.12	1,226,193.0 6,971.1

CARLSON FEDERAL #4
Well Costs

	: Date	Intangible Drilling Costs	Drilling Costs at 300% Payout	Lease and Well Equipment	Lease & Well Equip. at 300% Payout	Lease Operating Expense	Total
							<u> </u>
TOTAL	02-87	285,013.25	855,039.75	79,713.73	239,141.19	138,983.20 4,844.15	1,233,164.14
TOTAL	03-87	285,013.25	855,039.75	79,713.73	239,141.19	143,827.35 6,550.32	1,238,008.29 6,550.32
TOTAL	04-87	285,013.25	855,039.75	79,713.73	239,141.19	150,377.67 7,273.40	7,273.40
TOTAL	05-87	285,013.25	855,039.75	79,713.73	239,141.19	157,651.07	1,251,832.01 2,990.51
TOTAL	06-87	285,013.25	855,039.75	79,713.73	239,141.19	160,641.5B 20,394.26	1,254,822.52
TOTAL		285,013.25	855,039.75	79,713.73	239,141.19	181,035.84	1,275,216.78

CARLSON FEDERAL #4
REVENUE COSTS

	DATE	GROSS Value	PRODUCTION Tax	NET Value	LESS .12500 OF GROSS	NET APPLIED TO P/O
	10-85	42,232.23	3,004.10	39,228.13	5,279.03	33,949.10
	11-85	3,083.90	118.39	2,965.51	385.49	2,580.02
TOTAL	11-85 ADJ.	45,316.13 42,520.45	3,122.49 3,451.55	42,193.64 39,068.90	5,664.52 5,315.06	35,529.12 33,753.84
TOTAL	12-85	87,836.58 44,445.44	6,574.04 3,696.57	B1,262.54 40,748.87	10,979.57 5,555.68	70,282.97 35,193.19
TOTAL	01-86	132,282.02 55,770.84	10,270.61	122,011.41 51,138.23	16,535.25 6,971.36	105,476.16
TOTAL	02-86	188,052.86 44,863.32	14,903.22 3,720.95	173,149.64 41,142.37	23,506.61 5,607.92	149,643.03 35,534.46
TOTAL	03-86	232,916.18 18,858.40	18,624.17	214,292.01 17,339.78	29,114.52 2,357.30	185,177.49 14,982.48
TOTAL	04-84	251,774.58 10,380.58	20,142.79 833.10	231,631.79 9,527.48	31,471.82 1,295.07	200,159.97 B,232.41
TOTAL	05-86	262,135.16 17,726.24	20,975.89 1,423.75	241,159.27 16,302.49	32,766.90 2,215.7B	208,392.38 14,086.71
TOTAĹ	0 6-8 6	279,861.40 10,149.68	22,399.64 1,335.23	257,461.76 8,814.45	34,982.68 1,268.71	222,479.09 7,545.74
TOTAL	07-86	290,011.08 9,171.56	23,734.87 1,239.21	266,276.21 7,932.35	36,251.39 1,146.45	230,024.83 6,785.91
TOTAL	08-86	299,182.64 6,202.49	24,974.0B 856.35	274,208.56 5,346.14	37,397.83 775.31	236,810.73 4,570.83
TOTAL	09-B&	305,385.13 6,736.88	25,830.43 904.35	279,554.70 5,832.53	38,173.14 842.11	241,381.56 4,990.42
TOTAL	10-86	312,122.01 8,608.33	26,734.78 1,155.49	285,387.23 7,452.84	39,015.25 1,076.04	246,371.9B 6,376.80
TOTAL	11-84	320,730.34 6,131.84	27,890.27 1,038.46	292,840.07 5,093.38	40,091.29 766.48	252,748.78 4,326.90
TOTAL	12-86	326,862.18 5,106.05	28,928.73 759.62	297,933.45 4,346.43	40,857.77 638.26	257,075.6B 3,708.17

CARLSON FEDERAL 14
REVENUE COSTS

	DATE	GROSS Value	PRODUCTION Tax	NET Value	LESS .12500 OF GROSS	NET APPLIED TO P/O
TOTAL	10-10 Mrt 2010 10 Mary	331,968.23	29,688.35	302,279.88	41,496.03	260,783.85
	01-87	5,551.97	804.09	4,747.88	694.00	4,053.88
TOTAL		337,520.20	30,492.44	307,027.76	42,190.03	264,837.74
	02-87	4,507.03	543.37	3,943.66	563.38	3,380.28
TOTAL		342,027.23	31,055.81	310,971.42	42,753.40	268,218.02
	03-87	3,704.03	487.07	3,219.96	463.00	2,756.96
TOTAL		345,731.26	31,542.88	314,191.38	43,216.41	270,974.97
	04-B7	4,929.25	668.73	4,260.52	616.16	3,644.36
TOTAL		350,660.51	32,211.61	318,451.90	43,832.56	274,619.34
	05-87	11,884.45	955.55	10,928.90	1,485.56	9,443.34
TOTAL		362,544.96	33,167.16	329,380.80	45,318.12	284,062.68
, =	11-86 ADJ.	(96.93)	5.58	(91.35)	(12.12)	(79.23)
TOTAL		362,448.03	33,172.74	329,289.45	45,304.00	283,983.45

DOYLE HARTMAN, OIL OPERATOR STATUS OF PAYOUT ACCOUNT

CARLSON FEDERAL #5

		CUHULATIVE	CUNULATIVE	NET	% PAIO
	12-85	908,614.23		(908,614.23)	0.00%
	48-10	45,163.15		(45,163.15)	
TOTAL	02-86	953,777.38 10,500.93	0.00	(953,777.38) (10,500.93)	0.00%
TOTAL	98-20	964,278.31 2,143.19	0.00 40,794.59	(954,278.31) 38,851.40	0.00%
TOTAL	04-86	966,421.50 1,597.30	40,994.59 31,445.20	(925,426.91) 29,847.90	4.24%
TOTAL	05-86	968,018.80 1,289.57	72,439.79 27,869.44	(895,579.01) 26,579.87	7.48%
TOTAL	04-86	969,308.37 1,247.39	100,309.23	(868,999.14) 9,002.39	10.35%
TOTAL	07-86	970,555.76 1,007.94	110,559.01 9,562.27	(859,996.75) 8,554.33	11.39%
TOTAL	84-80	971,563.70 1,718.47	120,121.28 8,741.56	(851,442.42) 7,023.09	12.36%
TOTAL	09-86	973,282.17 1,685.90	128,862.84 8,593.10	(844,419.33) 6,907.20	13.24%
TOTAL	10-86	974,96B.07 954.29	137,455.94 8,282.32	(837,512.13) 7,328.03	14.10%
TOTAL	11-86	975,922.36 2,844.15	145,738.26 3,899.88	(830,184.10) 1,055.73	14.93%
TOTAL	12-86	978,766.51 1,080.14	149,638.14 6,157.39	(829,128.37) 5,077.25	15.29%
TOTAL	01-87	979,846.65 1,123.00	155,795.53 5,889.63	(824,051.12) 4,766.63	15.90%
TOTAL	02-87	980,969.65 882.66	161,685.16 6,121.21	(819,284.49) 5,238.55	16.48%
TOTAL	03-87	781,852.31 1,064.17	167,806.37 6,515.31	(814,045.94) 5,451.14	17.09%

DOYLE HARTMAN, OIL OPERATOR STATUS OF PAYOUT ACCOUNT

CARLSON FEDERAL #5

		CUMULATIVE	CUMULATIVE	NET	% PAID
TOTAL	04-87	982,916.48 1,011.28	174,321.68 5,235.14	(808,594.80) 4,223.86	17.74%
TOTAL	05-87	983,927.76 1,178.07	179,556.82 12,887.28	(804,370.94) 11,709.21	18.25%
TOTAL	11-86 ADJ.	785,105.83 0.00	192,444.10 2,329.83	(792, & 61.73) 2,329.83	19.54%
TOTAL		985,105.83	194,773.93	(790,331.90)	19.77%

CARLSON FEDERAL #5
Well Costs

	Date	Intangible Drilling Costs	Drilling Costs at 300% Payout	Lease and Well Equipment	Lease & Well Equip. at 300% Payout	Lease Operating Expense	Total
	12-85 01-86	238,976.90 (11,210.10)	714,930.70 (33,430.30)	54,953.35 22,658.14	164,860.05 67,974.42	26,823.48 10,819.03	908,614.23 45,163.15
TOTAL	02-86	227,766.80 1,870.22	683,300.40 5,610.66	77,611.49	232,834.47	37,642.51 4,890.27	953,777.38 10,500.93
TOTAL	03-86	229,637.02	688,911.06	77,611.49	232,834.47	42,532.78 2,143.19	964,278.31 2,143.19
TOTAL	04-86	229,637.02	688,911.06	77,611.49	232,834.47	44,675.97 1,597.30	966,421.50 1,597.30
TOTAL	05-86	229,637.02	688,911.06	77,611.49	232,834.47	46,273.27 1,289.57	968,018.80 1,289.57
TOTAL	48-40	229,637.02	688,911.06	77,611.49	232,834.47	47,562.84 1,247.39	969,308.37 1,247.39
TOTAL	07-86	229,637.02	688,911.06	77,611.49	232,834.47	48,810.23 1,007.94	970,555.76 1,007.94
TOTAL	08-86	229,637.02	688,911.06	77,611.49	232,834.47	49,818.17 1,718.47	971,563.70 1,718.47
TOTAL	09-84	229,637.02	688,911.06	77,611.49	232,834.47	51,536.64 1,685.90	973,282.17 1,685.90
TOTAL	10-86	229,637.02	688,911.06	77,611.49	232,834.47	53,222.54 954.29	974,968.07 954.29
TOTAL	11-86	229,637.02	688,911.06	77,611.49	232,834.47	54,176.83 2,844.15	975,922.36 2,844.15
TOTAL	12-86	229,637.02	688,911.06	77,611.49	232,834.47	57,020.98 1,080.14	978,766.51 1,080.14
TOTAL	01-87	229,637.02	688,911.06	77,611.49	232,834.47	58,101.12 1,123.00	979,846.65
TOTAL	02-87	229,637.02	698,911.06	77,611.49	232,834.47	59,224.12 882.88	980,969.65 882.66
TOTAL	03-87 -	229,637.02	688,911.06	77,611.49	232,834.47	60,106.78 1,064.17	781,852.31 1,064.17
TOTAL	04-87	229,637.02	688,911.06	77,611.49	232,834.47	61,170.95 1,011.28	982,916.48 1,011.28

CARLSON FEDERAL #5
REVENUE COSTS

		GROSS	PRODUCTION	NET	LESS .12500 OF GROSS	NET Applied
	03-86 03-86 ADJ.	42,802.27 8,520.63	3,585.7 <i>6</i> 327.19	39,216.51 8,193.44	5,350.28 1,065.08	33,866.23 7,128.36
TOTAL		51,322.90	3,912.95	47,409.95	6,415.36	40,994.59
	04-86	39,362.37	2,996.87	36,365.50	4,920.30	31,445.20
TOTAL	05-86	90,685.27 34,882.69	6,909.82 2,652.91	83,775.45 32,229.78	11,335.66	72,439.79 27,869.44
TOTAL	06-86	125,567.96 13,607.22	9,562.73 1,656.54	116,005.23 11,950.68	15,696.00 1,700.90	100,309.24 10,249.78
TOTAL	07-86	139,175.18 12,652.43	11,219.27	127,955.91 11,143.82	17,396.90 1,581.55	110,559.01 9,562.27
TOTAL	08-86	151,827.61 11,697.63	12,727.88	139,099.73 10,203.76	18,978.45 1,462.20	120,121.28 8,741.56
TOTAL	09-84	163,525.24 11,239.62	14,221.75 1,241.57	149,303.49 9,998.05	20,440.66	128,862.84 8,593.10
TOTAL	10-86	174,764.86 10,847.69	15,463.32 1,209.41	159,301.54 9,638.28	21,845.61 1,355.96	137,455.93 8,282.32
TOTAL	11-86	185,612.55 5,520.34	16,672.73 930.42	168,939.82 4,589.92	23,201.57 690.04	145,738.25 3,899.88
TOTAL	12-86	191,132.89 8,277.72	17,603.15 1,085.62	173,529.74 7,192.10	23,891.61 1,034.72	149,638.13 6,157.39
TOTAL	01-87	199,410.61 7,882.93	18,688.77 1,007.93	180,721.84 6,875.00	24,926.33 985.37	155,795.51 5,889.63
TOTAL	02-87	207,293.54 8,097.46	17,696.70	187,596.84 7,133.39	25,911.69 1,012.18	141,685.15
TOTAL	03-87	215,391.00 8,650.06	20,660.77 1,053.49	194,730.23 7,596.57	26,923.88 1,081.26	167,806.36 6,515.31
TOTAL	04-87	224,041.06 6,950.45	21,714.26 846.50	202,326.80 6,103.95	28,005.13 868.81	174,321.67 5,235.14
TOTAL	- 05-87	230,991.51 16,103.89	22,560.76 1,203.62	20B,430.75 14,900.27	28,873.94 2,012.99	179,556.81 12,887.28
			****		*****	**********

CARLSON FEDERAL #5 REVENUE COSTS

		GROSS	PRODUCTION	NET	LESS .12500 OF GROSS	NET applied
TOTAL	11-86 ADJ.	247,095.40 2,914.74	23,764.38 220.57	223,331.02 2,694.17	30,886.93 364.34	192,444.10
TOTAL		250,010.14	23,984.95	226,025.19	31,251.27	194,773.92

Garold Bowlby

Howard Olsen
Box #32279
Phoenix, Az. 85016

Dear Howard:



This is tentative and rough as to various items we may want to challenge regarding Hartman's charges on the Carlson #4 & #5 wells.

We are also including a copy of the Carlson #4 Pooling Order.

CARLSON #4

- (1) 9-13-85 Hauling 300 bbls.(bine?) water to Carlson #2 we think it was shut in at the time. \$264.60
- (2) 9-30-85 Chamco Equip. Co. no supporting invoice for \$10,500.00 pumping unit. (They probably put one on but could never find an invoice.)
- (3) 9-30-85 Hartman billed \$1840.00 Drilling Overhead under Intangible Drilling Cost.
 - 10-31-85 \$5300.24 Producing Overhead.
 A total of \$7140.24

The court order allows \$5,500.00 per month while drilling. \$1640.24 too much but the \$1840.00 would be recouped 3 times instead of one since it was charged under IDC.

The New Mexico Conservation Division allow \$550.00 per month however they only start charging us \$517.10 per month. This amount has been increased every April 1st. We need for our attorneys to say if this increase is normal and proper in New Mexico. The

order does not say to increase but this may be normal in the industry in New Mexico.

- (4) 9-30-85 \$23,455.24 Legal & Regulatory Charge. (They are to mail us copies that make up this entry. As of 11-9-87 will be in mail to us on 11-10-87.)
- (5) 10-31-85 \$5300.24 Producing Overhead.
 \$2161.91 Legal & Regulatory.
 (Copies of charges will be in mail to us 11-10-87)
- (6) 12-31-85 \$1709.53 Legal & Regulatory Atwood, Malone, etc. Legal research Hartman v Olsen. This appears to be for research because of no operating agreement with you on #2 & #3. (See #5 well.)
- (7) 2-28-86 \$900.00 Legal & Regulatory charge. Arbitary billing Of Airplane expense.
- (8) 2-7-86 XL Trans. Co. Two charges of \$1732.50 each to Carlson #3. #3 was crossed out and #4 was pencilled in. The periods covered were 1-4-86 thru 1-17-86 1650 bb1s disposal water and 1650 bb1s 1-19-86 thru 1-27-86.
- (9) 12-31-85 Jack Fletcher-Consulting Fee-\$9705.47 (9/7 thru 9/28) (Seems high for a 4,000 ft. well)

CARLSON #5

(1) 12-31-85 D. Hartman - Drilling & Producing Overhead.

LOE \$5000.00

IDC <u>1049.18</u>

\$6049.18

New Mexico Conservation Division allowance \$4800.00 per month while drilling and \$480.00 while producing. \$1,249.18 too much but more important the \$1,049.18 would be recouped three times since billed as IDC They start charging us \$550.00 in LOE instead of the

\$480.00 and increase each April 1st as noted above. (Item #3 under the Carlson #4)

- (2) 12-16-85 ANM Const. Pad, Road, and place cellar \$8,198.33 for Carlson Harrison Federal #5 charged to Carlson #5 in error.
- (3) 1-21-86 Joyce Willis damages to run 2" plastic line from Carlson #5 (Sec. 26) to Carlson #4 (Sec. 22). #4 is in Section #23 not 22. \$400.00 charge.
- (4) 2-27-86 Gene"s Well Service inv. #10224 \$1348.38 shows Gregory #5 billed to Carlson #5 in error.
- (5) 12-31-85 \$1709.85 Legal & Regulatory Atwood, Malone, etc. (See Carlson #4 exception #6.)
- (6) 2-28-86 Legal & Regulatory \$1,000.00 airplane expense.
 Arbitary billing.
- (7) 12-31-85 Jack Fletcher Consulting Fee \$4024.18 (12/10-12/19) (See Carlson #4 - exception #9)

Also, as we have discussed earlier, they spent about \$28,000.00 in September and October of 1985 for Transformer, Rods, Pumping Unit, etc. on the Carlson #3 without notifying you.

If you need additional information, please advise.

Very truly yours,

Garold Bowlby

GB/dwb

Copy to: T. Calder Ezzell Jr.

Hinkle, Cox, Eaton, Coffield, & Hensley
Roswell, N.M.

(116643

SCYLE FARTMAN . JIL OPERATORS WELL FILE DETAIL SHEET FOR THE MONTH ENDING SEPTEMBER 30. 1985

TODAY TOTTS. TIME 12.14 PAGE

WELL NAME CARLSON FEDERAL 66

ELL NEWFER DOZLZ GOA

hEI	WELL NAME CARLSON FEDERAL #4			LL NUMBER 00717 004		
CATE	VENCOR NAME	CESCKIPTION		GROSS		
LEASE OPER	ATING EXPENSE - ALP			I_{a}		
9/3C/85 9/3C/85	PUMPING UNITS SERVIC TAHOE CRILLING COMPA	CONTRACT LABOR EDULPMENT HENTAL	þ	2•098•03 1•073•49		
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	TOTAL INTANGIOL	E DRILLING CEST - ALP	or (32,435.33		

DOYLE HARTMAN DOYLE HARTMAN JCINT OWNER INVOICE (915) 684-4011 47784 DOYLE HARTMAN CWNER OC TOBER 31, 1985 11 7 S. 00717 CARLSON FEDERAL #4 INVOLCE 851000929 LEASE DESCRIPTION DESCRIPTION A CONTROL MISCELLA NEOUS MA -Gt-G-55 YCUR SH. MISCELLANEOUS MATER 494 • 03 CLARKE DIL WELL SERV CEMPLETION UNIT 13-103-53 de 10/17/85 9+529 JOHN WEST ENGINEERIN CTHER COMPLETION EX 642 - 39 456 9/30/85 & JOILFIELD SERVI OTHER CUMPLETION EX 10/04/85 Control of the Contro TOTAL INTANCIBLE ERILLING COST - ALP ++ PALMER MEG. & TANK TANKS 1 0/11/05 4 - 374 - 33 (- 1 AXELSON, INC. PCDS √ 5•123•42 🏲 3.642 10/14/85 RCDS . 16/14/85 *XELSON+ INC ... 739.89 -52t 10.500.C07 M CHAMCO EQUIPMENT CON PUMPING UNITS 77464 9/30/85符 EIXIE ELECTRIC THE -ENGINES AND MOTERS-- 3 + 2 79 + 06 (2.331 10/24/85 🗸 1,890.00 l DONNIE'S WELDING SEPARATION EQUIPMEN 1,343 10/26/85 B.P. SALES SEPARATION EQUIPMEN FLOVOS SEPARATION EQUIPMEN × 4 + 786 +58 / 11 3 v 402 10/17/65 X2,255 .13 **** TOTAL LEASE AND WELL EQUIPMENT - ALP ## 32,948,41 23,424 **胜探的研究和批准性性**等。48.95%,25%。55%。 LEASE TOTAL *** , is

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1 2/12/85 SOUTHWESTERN PUBLIC FUEL AND FOWER 1 2/G6/85 XL TRANSPORTATION CC SALT WATER DISPO	
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(9) 12/31/85 JACK FLETCHER CONSULTING FEES 12/20/85 MARTIN WATER LABORAT CONSULTING FEES	× 9,105.47 6,8 50.00 5,8 × 3,740.00 2,6
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P.O. BOX 10428 MIDLAND, TX 79702 (915) 684-4011

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DOYLE HARTMAN CHNER 47784 DATE DECEMBER 31, 1985 00718 CARLSON FEDERAL #5 INVOLCE 851200946 LEASE DATE NO PROPERTY VENDOR DESCRIPTION GR CSS YOUR SHAR LEASE CPERATING EXPENSE - ALP 12/20/85 AL WELDING & MACHINE CCNTRACT LABOR 333.66 237.2 1 2/20/85 MACHIN CONTRACT LABOR 115 -2C R2_6 FLOYDS PUMPING & ROL CONTRACT LABOR. 12/27/85 211 .68 150.4 LPUMPING UNITS SERVIC CONTRACT LABOR 12/26/85 CONTROL OF THE PROPERTY OF THE TOTAL LEASE OPERATING EXPENSE - ALP ## 1.785.0 LEASE CPERATING EXPENSE - LIBY 4.024.18 12 - B60 - 9: 4.03H.1 GEORGE AND JCYCE WIL 1 2/31/85 SURFACE DAMAGES 5,680 -00 PPODUCING OVERHEAD 13.554.6: D. HARTMAN GIL GPERA × 5. CUI) . CO 1 2/31/85 12/31/85 BRIAN BALL MOTHER OPERATING EXP 650.8 920 467 D. HARTMAN DIL OPERA DIHER OPERATING EXP 120 - CO .85 .3 12/31/85 OTHER OPERATING EXP SHEILA POTTS 731.33 521.3 31/85 CTHER OPERATING EXP LARRY NERMYR 1.920.67 1.369.7 131/85 D. HARTHAN DIL OPERA LEGACE REGULATORY 4,195.8 1 2/31/85 5,901 .85 TOTAL LEASE OPERATING EXPENSE - JIH 124,312,70 17,284.8 INTANGIBUE DRILLING COST - TLP CONTROL OF THE POADS AND LCCATION ×.8.193.33/ 5.828.51 KM CONSTRUCTION 2)12/10/85 EASTERN NEW MEXICO U ROADS AND LOCATION 110 - 0078.21 11/14/85 1 1/30/85 JULI JOHN WEST ENGINEERING ROADS AND LOCATION 92 • 43 65.7 CACTUS DRILLING COMPANY FOOTAGE CCST X 42 • 630 • 96 30.307.54 1 2/30/85 CACTUS DRILLING CCMP CRY WORK COST L 4,452 .CT 3-165-1-12/30/85 HATER XL TRANSPORTATION CC 3-109-05 2.210.3. 12/20/85 XCOTRANSPORTATION CONTACTER WATER WATER 865 - 19 615.8. 12/27/85 凝累 WATER XL TRANSPORTATION CO 1.299.38 923.7 12/20/85 TEXAS MUD AND CHEMIC MUD AND CHEMICALS 2,003.88-1,424.6 1 2/23/85 TEXAS MUD AND CHEMIC PUD AND CHEMICALS 6.439.30 4.517.9. 12/19/85 12/12/85流移设HALLIBURTON A MONTH A CEMENTING SERVICES √ 4 • 263 • 11 3,030.8 PROFILE CCRING AND MUD LOGG 2.451.15 1.742.6 12/19/85 TRUCKING AND TRANSP MERCURY TRANSPORTATI 175 .28 125 - 31 12/10/65 CRILLING TVERHEAD O. HARTMAN UIL OPERA 1.049.18 1)1 2/31/85 TOTAL INTANGIBLE DRILLING COST - TIP ## 73.133.55 ANGIRLE DRILLING COST - ALP 3.889 3-14 HALLIBURTON STIMULATION ... 12/17/85 11-042-52 7.850.54

MILTA MELLS

DOYLE HARTMAN

P,O. BOX 10428 MIDLAND, TX 79702 (915) 884-4011

JOINT OWNER INVOICE

PAGE

OWNER

47784 DOYLE HARTMAN

LEASE

00718 CARLSON FEDERAL #5

DATE FEBRUARY 28, 1986

INVOICE

86 02 00 94 9

	VENDOR	DESCRIPTION	GROSS	YOUR SHARE
DATE		OLSON FILON	GK 0.22	FUUR SHARE
FASE OPE	RATING EXPENSE - JIB			
2/28/86	De HARTMAN OIL OPERA	PUMPER	127+02	90.30
2/28/86	D. HARTMAN DIL OPERA	EMPLOYEE BENEFITS	37.75	26 • 84
2/28/86	D. HARTMAN UIL CPERA	INSURANCE	42.50	30.21
2/28/86	D. HARTMAN DIL OPERA	OPERATING SUPPLIES	160+33	113.98
2/10/86	SOUTHWESTERN PUBLIC	FUEL AND POWER	41.147	29.25
	GENE'S WELL SERVICE	WELL SERVICE AND RE	×1,348.38 1	958 • 61
2/24/86	GOLD STAR SERVICE CO XL TRANSPORTATION CO	WELL SERVICE AND RE	201 • 12	142.98
2/07/86	JAL, WELDING & MACHIN	CONTRACT LABOR	639 • 72 291 • 35	454.8C 207.13
2/13/86	I S & S INCORPORATED	CONNECTIONS & MATER	156 • 71	111.41
2/01/86	H.P. SALES	CUNNECTIONS & MATER	294.25	209.19
2/28/86	D. HARTMAN DIL OPERA	PRODUCING OVERHEAD	550 +00	391.02
72/28/85	D. HARTHAN OIL OPERA	LEGAL & REGULATURY	- 1,000.001"	710.94
Je (5.7%)	建作用的效应性 使 使自己的 医克拉克			
	TOTAL LEASE OPERA	ATING EXPENSE - JIII ##	4,890,27	3,476,60
INT ANG TEL	E DRILLING COST - ALP	San		
	AXELSON, INC.	OTHER COMPLETION EX	1,870.22	
2703786	AXECOUA THO	differ Confection Ex	1 7 0 1 0 • 2 2	1 • 320 • 6 1
	TUTAL INTANGIBLE	TRILLING COST - ALP ##	1,870.22	1,320,61
		_		
		LEASE TOTAL ***	6,760,49	4 • 805 • 27
				
	Morec			
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LF E	00718 CARLSON FEDERAL	#5 YOUR INTE	REST •71093750	4 • 806 • 2
LF 'E		#5 YOUR INTE	REST •71093750	4,806,2

DOYLE HARTMAN

P.O. BOX 10428 MIDLAND, TX 79702 (915) 684-4011

JOINT OWNER INVOICE

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DATE	VENDOR	DESCRIPTION	CS OSS	YOUR SHARE
EASE OPER	ATING EXPENSE - ALP			
1/13/86	ABC RENTAL TOOL CO.	EQUIPMENT RENTAL	795 •56	561.59
1/10/86 1/09/86	FLOYDS PUMPING & ROU	CONTRACT LABOR	336 • 00	346+52 233+88
	TOTAL LEASE OPERAT	ING EXPENSE - ALP **	1,618.97	1.150.99
LEASE OPER	ATING EXPENSE - JIB			
1/31/86	D. HARTHAN DIL OPERA	PUMPER	107 • 23	76 • 23
1/31/86	``_D_ HARTHAN OIL OPERA	EMPLOYEE BENEFITS		26+84
1/31/86	D. HARTMAN DIL OPERA	INSURANCE	42 • 50	30.21
1/31/86-	D. HARTHAN OIL BPERA	-OPERATING-SUPPLIES-	157 +91	112.26
1/13/86 禁	SOUTHWESTERN PUBLIC	FUEL AND POWER	14.58	10.37
_ 4/86		- WELL SERVICE AND RE	354+37	251+93
1,22/86	CLARKE DIL WELL SERV	WELL SERVICE AND RE	2,907.74	2,067.22
1/30/86	FLOYDS PUMPING & ROU	CONTRACT LABOR	394-31	280+38
,1/30/86	FLOYDS PUMPING & ROU	CONTRACT LABOR	1.058.40	752.46
1/21/86		SURFACE DAMAGES	400 - 00	284.38
1/31/86	D. HARTMAN DIL OPERA	PRODUCING OVERHEAD	5 50 • 00	391.02
1/24/86	AXELSON+ INC.	OTHER CHERATING EXP	42 80	30-43
1/06/86	MIDWEST, INSURANCE AG	OTHER OPERATING EXP	×2+833 +33	2+014+32 6_00
1/28/86	MERRYMAN CONSTRUCTIO	ROADS AND LOCATIONS	29) •63	206.62
1/24/86	MERRITAN CONSTRUCTED	NOADS AND ECCATIONS		200.02
	TOTAL LEASE OPERAT	ING EXPENSE - JIB ++	9•200 •06	6,540.67
INTANGIBLE	ORILLING COST - TLP			
1/03/86	XL TRANSPORTATION CO	WATER SECTION OF THE	452 • 26	321.53
	XI TRANSPORTATION CO	- WALER	91.85	65.30
	TOTAL INTANCIBLE	RILLING COST - TLP **	544-11	204 02
INTANGIBLE	ORILLING COST - ALP		34441	£8.48£
1/10/86	XL TRANSPORTATION CO	-WATER-	1,512.00	1.074.94
	THE TRANSPORTATION CO		290 -85	206.78
	HALLIBURTON	STIMULATION	×114,624.01	81,490.51
1' 1/85	HALLIBURTON	STIMULATION	130+003-00-	92,421.88
, 17/86_	MERRYMAN CONSTRUCTIO	TRUCKING AND TRANSP	102 - 19	72.65
12/31/85	JOHN WEST ENGINEERIN	CONSULTING FEES CONSULTING FEES	476 •84 752 •06	339.00 534.67
12/31/85	FLUYD'S NEW & USED	MISCELLANEOUS MATER	74 • 92	53.19
1/02/86	CENEIS HELL SERVICE	COMPLETION CONT.	413 •02	293-63
	- OFILE A HORSE ARIAN POR			

P.O. BOX 10426 MIDLAND, TX 79702 (915) 684-4011

JCINT OWNER INVOICE

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77148 R. HCWARD CLSEN

LEASE

00716 CARLSCN #3

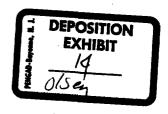
DATE SEPTEMBER 30: 1985

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CATE	VENDOR	DESCRIFTION	e∢ c 22	YCUR SHARE
ASE CPER	ATING EXPENSE - JIH			
/30/85	C. HARTHAN CIL OPERA	FUMPER	1C5 . 7H	26.45
/30/85	C. HARTMAN DIL OPERA	EMPLOYEE EENEFITS	37.75	9.44
/30/85	C. HARTMAN CIL CPERA	INSURANCE	42 •50	10.63
/30/85	C. HARTMAN CIL UPERA	CFERATING SUPPLIES	153.93	38 • 48,
/17/65	DIXIE ELECTRIC. INC.		X 2 + 940 + C7	735.02
/04/85	FCBBS ANCHER & PCAC	ANCHORS	45ñ •53	114.63
/30/85	C. HARTMAN CIL CPERA	FREDUCING EVERHEAD	517.10	124.28
/19/85	FCBBS SUN	CTHER CPERATING EXP	1.45	2.11
	TOTAL LEASE CPERA	TING EXPENSE - JIE ##	4,254.08	1.066.C4
		* *		-
		LEASE TOTAL ###	4,264.08	1 = 006 = 04
				
<u></u>				
				r — ray un serve samusyan kanasan sakeramaan sakitabu asak sakitabu essakuan
EASE	00716 CARLSON #3	YOUR INTE	REST -250 CCCC	1.066.04
<u> </u>				

SUMMARY OF R. HOWARD OLSEN'S INTEREST 5/31/88

JOINT INTEREST RECEIVABLE ACCOUNT	41,930.75	45, 442.8
WELL COSTS ON CARLSON FEDERAL #4 SINCE INCEPTION OLSEN'S 25%	146,919.44	
WELL COSTS ON CARLSON FEDERAL #5 SINCE INCEPTION OLSEN'S 25%	96,040.31	
REVENUE ON CARLSON FEDERAL #4 SINCE INCEPTION OLSEN'S 25%	155,989.25	
REVENUE ON CARLSON FEDERAL #5 SINCE INCEPTION OLSEN'S 25%	64,067.03	
REVENUE NOW IN SUSPENSE CARLSON #2 OLSEN'S	3 495 65	2/28.2



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DOYLE HARTMAN

Oil Operator BOO N. MAIN P.O. BOX 10426

MIDLAND, TEXAS 79702

(915) 684-4011

February 15, 1985

El Paso Natural Gas Company Post Office Box 1492 El Paso, Texas 79778

Attention: Mr. David Tuchenhagen

Re: Howard Olsen's letter dated February 7, 1985 Carlson No. 3

Lea County, New Mexico

Meter #60984

Gas Contract #6067

Dear Mr. Tuchenhagen:

We would appreciate your suspending Mr. Olsen's request set forth in the above captioned letter so our office can obtain and review a copy of Sun's operating agreement covering the Carlson No. 3 lease. We have incurred same differences of opinion with Mr. Olsen's office regarding the operations of the property, which has in turn created an outstanding accounts receivable balance.

Our office has disbursed all gas runs attributable to Mr. Olsen's interest even though the producing overhead rate is in question.

Thank you for your cooperation with our request.

Very truly yours,

DOYLE HARIMAN

James E. Burr Controller

JEB/dm

cc: Mr. R. Howard Olsen Post Office Box 32279 Phoenix, Arizona 85016 DEPOSITION

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P. O. BOX 1492 EL PASO, TEXAS 79978 PHONE: 915-541-2600

February 26, 1985

Doyle Hartman P.O. Box 10426 Midland, TX 79702

Attention: James E. Burr

Re: Your Letter of February 15, 1985

Carlson #3

Meter No. 60-984

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Gentlemen:

By letter dated February 7, 1985, Howard Olsen requested direct payment for his interest in the referenced well. On February 19, 1985, we received your letter dated February 15, 1985, requesting we suspend the Olsen interest because of an outstanding account receivable balance for operation expense.

Because we have a Gas Purchase Agreement with Olsen, we feel obligated to pay Olsen direct; however, if you, as the operator, have the right under the Operating Agreement for a lien against a non-operator and file your Operator's Lien, we will suspend proceeds until such time as there is a determination of the validity of the lien.

If you have any questions, please let us know.

Very truly yours,

George White

George Wise, Administrator

Document Verification

Contract Administration

GW:cfc

cc: Mr. R. Howard Olsen

P.O. Box 32279

Phoenix, Arizona 85016