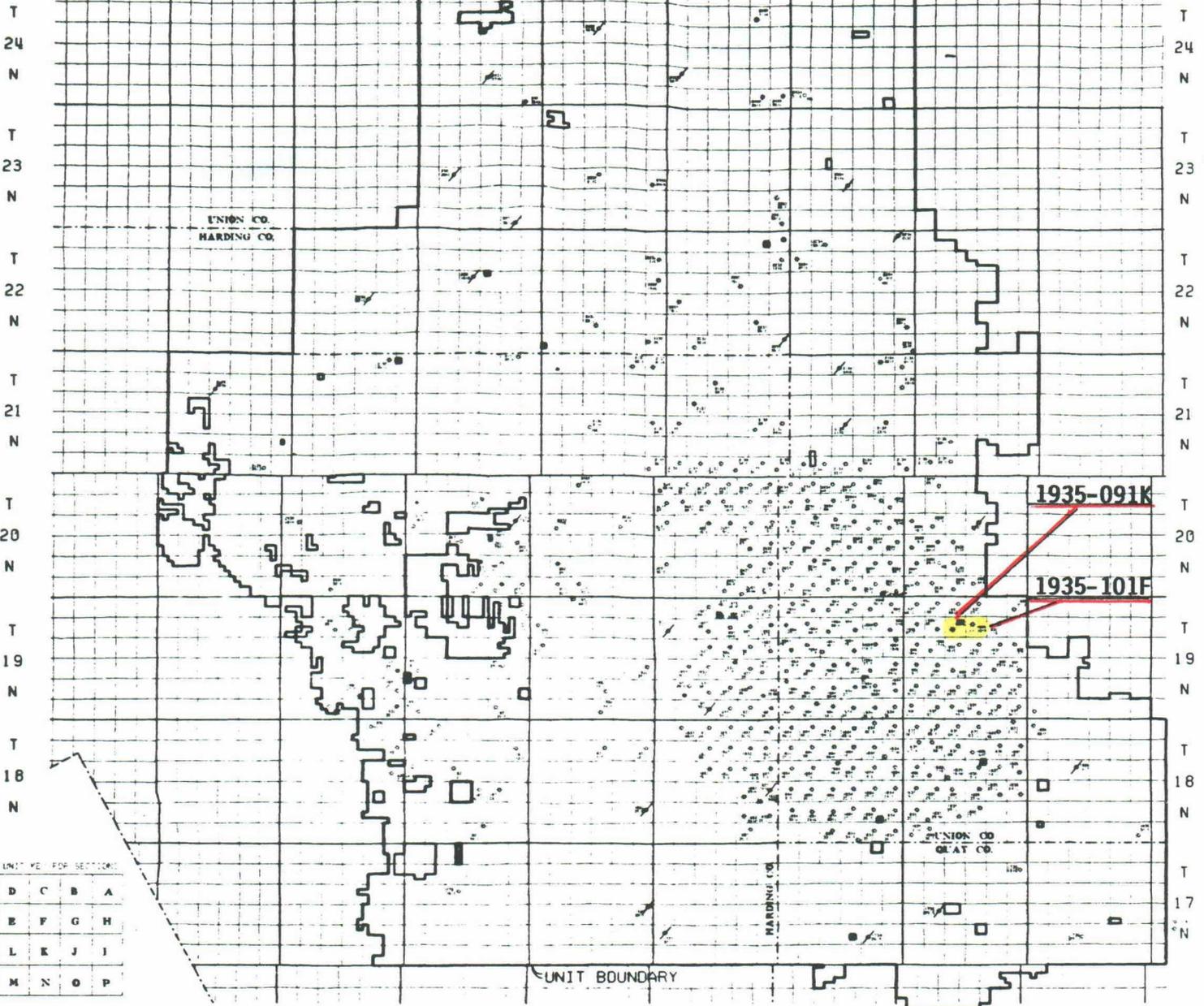


Exhibits 1 through 8
Complete Set

E

R 28 E R 29 E R 30 E R 31 E R 32 E R 33 E R 34 E R 35 E R 36 E



UNIT KEY FOR SECTIONS

| | | | |
|---|---|---|---|
| D | C | B | A |
| E | F | G | H |
| L | K | J | I |
| M | N | O | P |

SECTION KEY FOR TOWNSHIPS

| | | | | | |
|---|---|---|---|---|---|
| 6 | 5 | 4 | 3 | 2 | 1 |
| 7 | 8 | 9 | 0 | 1 | 2 |
| 8 | 7 | 6 | 5 | 4 | 3 |
| 9 | 0 | 1 | 2 | 3 | 4 |
| 0 | 2 | 6 | 2 | 6 | 2 |
| 3 | 3 | 2 | 3 | 3 | 2 |
| 3 | 3 | 2 | 3 | 3 | 2 |
| 3 | 3 | 2 | 3 | 3 | 2 |

R 29 E R 30 E R 31 E R 32 E R 33 E R 34 E R 35 E R 36 E



BRAVO DOME
CARBON DIOXIDE GAS UNIT
 UNION, HARDING, AND QUAY COS., NEW MEXICO

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 1

CASE NO. 8917 & 8919

BREAKDOWN OF OWNERSHIP
SECTION 9
T-19-N - R-35-E

| <u>Acreage Description</u> | <u>Mineral Owner</u> | <u>Gross Acres</u> | <u>Interest Owned</u> | <u>Net Acres</u> | <u>Status</u> |
|----------------------------|---------------------------------|--------------------|-----------------------|------------------|-----------------|
| E/2 | American National Ins. Co. | 320 | 1/2 | 160 | Leased to Shell |
| | Goldie Miller | 320 | 110/352 | 100 | Leased to Amoco |
| | Tressie Miller Taylor | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Virginia Miller Faust | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Nina Miller Cleveland | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Betty Jo Miller Taylor | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Scottie K. Miller | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Clarissa R. Miller | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Brenda Francine Miller Copeland | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Robert Elan Williams | 320 | 6/352 | 5.46 | Unleased |
| | Joy Miller Beamer | 320 | 6/352 | 5.46 | Unleased |
| | Lynn Miller Gay | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Edward Leon Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Elizabeth Ann Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Sidney Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| NM/4 | Pauline McHargue, et ux | 160 | 5/6 | 133.33 | Leased to Amoco |
| | E.W. Jones, et al | 160 | 1/6 | 26.66 | Unleased |
| S/2 SW/4 | Leonard Cain, et ux | 80 | 15/16 | 75.00 | Leased to Amoco |
| | Cora E. Amundesen (Heirs) | 80 | 1/16 | 5.00 | Leased to Amoco |
| N/2 SW/4 | Leonard Cain, et ux | 80 | 8/8 | 80.00 | Leased to Amoco |
| | | | | <u>640.00</u> | |

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 2A

CASE NO. 8917 & 8919

BREAKDOWN OF OWNERSHIP
SECTION 10
T-19-N - R-35-E

| <u>Acreage Description</u> | <u>Mineral Owner</u> | <u>Gross Acres</u> | <u>Interest Owned</u> | <u>Net Acres</u> | <u>Status</u> |
|----------------------------|---------------------------------|--------------------|-----------------------|------------------|-----------------|
| E/2 | Goldie Miller | 320 | 220/352 | 200 | Leased to Amoco |
| | Tressie Miller Taylor | 320 | 24/352 | 21.81 | Leased to Amoco |
| | Virginia Miller Faust | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Nina Miller Cleveland | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Betty Jo Miller Taylor | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Scottie K. Miller | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Clarissa R. Miller | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Brenda Francine Miller Copeland | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Robert Elan Williams | 320 | 12/352 | 10.9 | Unleased |
| | Joy Miller Beamer | 320 | 12/352 | 10.9 | Unleased |
| | Lynn Miller Gay | 320 | 3/352 | 2.72 | Leased to Amoco |
| | Edward Leon Miller | 320 | 3/352 | 2.72 | Leased to Amoco |
| | Elizabeth Ann Miller | 320 | 3/352 | 2.72 | Leased to Amoco |
| | Sidney Miller | 320 | 3/352 | 2.72 | Leased to Amoco |
| M/2 | American National Ins. Co. | 320 | 1/2 | 160 | Leased to Shell |
| | Goldie Miller | 320 | 110/352 | 100 | Leased to Amoco |
| | Tressie Miller Taylor | 320 | 12/352 | 10.9 | Leased to Amoco |
| | Virginia Miller Faust | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Nina Miller Cleveland | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Betty Jo Miller Taylor | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Scottie K. Miller | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Clarissa R. Miller | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Brenda Francine Miller Copeland | 320 | 6/352 | 5.46 | Leased to Amoco |
| | Robert Elan Williams | 320 | 6/352 | 5.46 | Unleased |
| | Joy Miller Beamer | 320 | 6/352 | 5.46 | Unleased |
| | Lynn Miller Gay | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Edward Leon Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Elizabeth Ann Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| | Sidney Miller | 320 | 3/704 | 1.36 | Leased to Amoco |
| | | | | <u>640.00</u> | |

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 2C
CASE NO. 8917 & 8919

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 3

CASE NO. 8917 & 8919

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

- Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, 3, and 4 on the reverse.
 - Attach to front of article if space permits, otherwise affix to back of article.
 - Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



**RETURN
TO**



ATTN: Jerry Webb
Rm 19.106

AMOCO PRODUCTION COMPANY

(Name of Sender)

P. O. Box 3092

(Street or P.O. Box)

Houston, Texas 77253

(City, State, and ZIP Code)

(City, State, and ZIP Code)

Houston, Texas 77253

(Street or P.O. Box)

P. O. Box 3092

(Name of Sender)

AMOCO PRODUCTION COMPANY

ATTN: Jerry Webb
Rm 19.106

**RETURN
TO**



- Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, 3, and 4 on the reverse.
 - Attach to front of article if space permits, otherwise affix to back of article.
 - Endorse article "Return Receipt Requested" adjacent to number.

SENDER INSTRUCTIONS

OFFICIAL BUSINESS

UNITED STATES POSTAL SERVICE

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



● **SENDER:** Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
 Show to whom and date delivered. _____ \$
 Show to whom, date, and address of delivery. _____ \$
 RESTRICTED DELIVERY _____ \$
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ _____

3. **ARTICLE ADDRESSED TO:**
 Successor In Interest To
 Tula Fern Miller Williams
 14317 Blanton, Rt 4
 Amarillo, TX 79119

4. **TYPE OF SERVICE:**
 REGISTERED INSURED CERTIFIED COD EXPRESS MAIL
 ARTICLE NUMBER P 332 153 679

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

5. **DATE OF DELIVERY** 10-15-85
 POSTMARK

6. **ADDRESSEE'S ADDRESS (Only if requested)**
 14 317 Blanton Rt 4
 79119

7. **UNABLE TO DELIVER BECAUSE:** _____
 7a. **EMPLOYEE'S INITIALS** _____

● **SENDER:** Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
 Show to whom and date delivered. _____ \$
 Show to whom, date, and address of delivery. _____ \$
 RESTRICTED DELIVERY _____ \$
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ _____

3. **ARTICLE ADDRESSED TO:**
 Ms. Joy Dell Miller Beamer
 2081 Kingfisher Way
 Fairfield, CA 94533

4. **TYPE OF SERVICE:**
 REGISTERED INSURED CERTIFIED COD EXPRESS MAIL
 ARTICLE NUMBER P 332 153 677

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

5. **DATE OF DELIVERY** 10-15-85
 POSTMARK

6. **ADDRESSEE'S ADDRESS (Only if requested)**
 2081 Kingfisher Way
 Fairfield, CA 94533

7. **UNABLE TO DELIVER BECAUSE:** _____
 7a. **EMPLOYEE'S INITIALS** _____



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

West Texas-Eastern
New Mexico Division

October 9, 1985

Re: EA 22,237
Bravo Dome CO₂ Gas Unit
Harding, Union, and Quay Counties, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Successor In Interest To
Tula Fern Miller Williams
14317 Blanton, Route 4
Amarillo, TX 79119

Gentlemen:

It is our understanding that you are an unleased mineral owner in Sections 9 and 10, T-19-N, R-35-E, Union County, New Mexico. Amoco Production Company (Amoco), as operator of the Bravo Dome Carbon Dioxide Gas Unit (BDCDGU) has drilled, or desires to drill a CO₂ gas well on these sections.

Pursuant to the New Mexico Oil Conservation Division Order No. R-7556, 640 acre spacing for CO₂ gas wells has been established in that part of the unit in which your property lies. Accordingly, Amoco offers you the following alternatives:

- 1) Grant Amoco a lease covering your interest in said Sections in the form provided in Exhibit No. 1 hereto for a \$20.00 per net acre bonus, and \$1.00 per net acre per year delay rental. Your execution of this lease will make you a royalty owner in any production from said Sections only; or,
- 2) Grant Amoco a lease covering your interest in said Sections in the form provided in Exhibit No. 1 with the same per net acre bonus as above provided and execute a ratification agreement in the form of the attached Exhibit No. 2. No rentals will be paid under this option and

EA 22,237
October 9, 1985
Page 2

your participation in the Unit royalty will commence upon approval of the Unit working interest owners as set out in the Unit Agreement dated April 9, 1979, which is attached hereto as Exhibit No. 3. Your execution of these two instruments will, upon obtaining Unit working interest owners approval, make you a royalty owner in production from the entire BDCDGU; or,

3) Execute an operating agreement in the form provided as Exhibit No. 5 hereto covering your net mineral ownership within said Sections thereby creating a working interest as to the extent of 7/8 of the CO₂ and a royalty interest to the extent of the remaining 1/8 of such CO₂. A ballot summarizing the estimated costs for the existing well on said Sections is hereby attached as Exhibit No. 7, which should be executed and returned with the signed Operating Agreement. The working interest portion shall, as provided in the operating agreement, be obligated to pay in cash or out of production a portion of all the costs and expenses associated with drilling, completing, equipping, producing, and marketing production from said Sections in which you own an interest; or,

4) Execute a ratification agreement in the form of the attached Exhibit No. 2 by which you will accept the Bravo Dome Carbon Dioxide Gas Unit Agreement and Operating Agreement attached hereto as Exhibits No. 3 and No. 4, respectively, covering your net mineral ownership within said Sections, thereby creating a working interest as to the extent of 7/8 of the CO₂ and a royalty interest to the extent of the remaining 1/8 thereof. This will make you a working interest owner in the entire BDCDGU with all the rights, duties, and obligations set out in those agreements. The working interest portion shall be obligated to pay in cash or out of production a portion of all BDCDGU costs and expenses associated with drilling, completing, equipping, producing, and marketing production from the entire BDCDGU, both past and present. You are advised that such costs and for the entire BDCDGU to the 1st day of September, 1984 is approximately \$145,000,000, and you would become obligated for your proportionate share of such costs and expenses already occurred. Should you elect to pay such unit costs out of production you must also execute a Carried Working Interest Agreement in the form attached hereto as Exhibit No. 6.

We sincerely hope one of the four alternatives above will appeal to you; however, if we have not received your acceptance to one of the above alternatives within thirty days of your receipt of this offer we plan to initiate a statutory pooling proceeding for said Sections with the New Mexico Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.

EA 22,237
October 9, 1985
Page 3

If you have any questions or require additional information, please reply by correspondence to:

Amoco Production Company
P. O. Box 3092
Houston, TX 77253

Attn.: Eastern New Mexico Land Dept.

Your timely cooperation in this matter will be greatly appreciated.

Yours very truly,



7-12
JDW/dam *CR*
OP6D077/10-12

Attachments

BRAVO DOME CO₂ GAS UNIT
 AUTHORITY FOR EXPENDITURE
 BALLOT OF APPROVAL

Amoco Production Company, operator of the Bravo Dome CO₂ Gas Unit, requests your approval to drill Bravo Dome Well No. 1935 091F, located in Section 9 of Township 19 N, Range 35 E, Union County, New Mexico. Your proportionate cost of the well will be based on your net acres in the section divided by the total acres contributed to the well (typically 640 acres). The estimated cost of the well is \$250,000. A detailed cost breakdown is as follows:

Intangible:

| | |
|------------|---------------|
| Drilling | \$165,000 |
| Surveys | 11,000 |
| Completion | <u>10,000</u> |
| | \$186,000 |

Tangible:

| | | |
|-------------|---------------|---|
| Casing x Hd | \$ 36,000 | 9-5/8" (700' @ \$14/ft), 7" (2600' @ \$10/ft) |
| Tubing | 12,000 | 3-1/2" (2600' @ \$4.60/ft) |
| Wellhead | <u>16,000</u> | |
| | \$ 64,000 | |

275,000
119,600

Approved for: _____
 Approved by: _____
 Date: _____

BRAVO DOME CO₂ GAS UNIT
 AUTHORITY FOR EXPENDITURE
 BALLOT OF APPROVAL

Amoco Production Company, operator of the Bravo Dome CO₂ Gas Unit, requests your approval to drill Bravo Dome Well No. 1935 101F, located in Section 10 of Township 19 N, Range 35 E, Union County, New Mexico. Your proportionate cost of the well will be based on your net acres in the section divided by the total acres contributed to the well (typically 640 acres). The estimated cost of the well is \$250,000. A detailed cost breakdown is as follows:

Intangible:

| | |
|------------|---------------|
| Drilling | \$165,000 |
| Surveys | 11,000 |
| Completion | <u>10,000</u> |
| | \$186,000 |

Tangible:

| | | |
|-------------|---------------|---|
| Casing x Hd | \$ 36,000 | 9-5/8" (700' @ \$14/ft), 7" (2600' @ \$10/ft) ⁹⁸⁰⁰ 26000 |
| Tubing | 12,000 | 3-1/2" (2600' @ \$4.60/ft) |
| Wellhead | <u>16,000</u> | ¹¹⁷⁶⁰ |
| | \$ 64,000 | |

Approved for: _____
 Approved by: _____
 Date: _____

November 13, 1985
14317 Blanton, Rt. 4
Amarillo, Texas 79119

Amoco Production Co.
Houston Region
501 Westlake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

RE: EA 22,237
Bravo Dome CO₂ Gas Unit
Harding, Union and Quay Counties, New Mexico

Attention: Stephen A. Reinert, Division Land Manager

Dear Mr. Reinert;

I am writing in reply to your Certified Letter dated October 9, 1985 concerning
unleased mineral owners in Sections 9 & 10, T-19-N, R-35-E, Union county,
New Mexico.

I, Robert Elan Williams, am the successor in interest to Tula Fern Willier Williams.

I am willing to grant for my interest in said property under the following
conditions:

- 1) A lease bonus of \$2,000,000
- 2) 1/5 royalty payments.
- 3) For CO₂ and Helium gasses only.
- 4) Amend the previous lease or write a new lease for the other members
of the Miller Family who signed the previous lease, to include 1/5 royalty
payments and for CO₂ and Helium gasses only.

Please let me know as soon as possible if the above terms are acceptable.

Sincerely,

Robert Elan Williams
Robert Elan Williams

Certified Mail No. p 125 689 022

RECEIVED
WT-COMM LAND

NOV 18 '85

| | |
|-----|-----|
| BAR | EDM |
| BR | SWN |
| DW | TRC |
| RF | JW |
| RT | |
| SH | UKP |
| | LOW |
| | MRR |
| | |
| | |



Amoco Production Company

501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

December 3, 1985

Re: Unleased Mineral Interest
Robert Elan Williams
T-19-N, R-35-E
Section 9: E/2, Section 10: All
Union County, New Mexico

Mr. Robert Elan Williams
14317 Blanton, Route 4
Amarillo, Texas 79119

Dear Mr. Williams:

We are in receipt of your letter dated November 13, 1985 wherein you advise us of the terms and conditions under which you will be willing to lease your acreage to Amoco. Set out below is our response to each of the conditions for leasing contained in your letter:

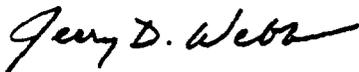
1. You have requested a leasing bonus of \$2,000.00. Inasmuch as you are the owner of 21.81 net mineral acres under the above referenced acreage, you are requesting a lease bonus of \$91.70 per acre. The highest bonus which we have paid in this area is \$20.00 per net acre. For leasing your 21.81 net mineral acres we are accordingly willing to pay a total lease bonus of \$436.20.
2. You have request a royalty of 1/5 which is equal to 20%. The highest royalty which we have paid in this area is 3/16 which is equal to 18.75%. We are accordingly offering you a 3/16 royalty.
3. You have requested that the lease cover CO2 and Helium only. We are agreeable to this condition.
4. Lastly, you have requested that Amoco re-negotiate our lease with the other Miller family members (being Goldie Miller and nine of her children) to provide for a 1/5 royalty and for covering CO2 and Helium only. I have reviewed Amoco's files on this lease and have found the following information:

- a) Goldie Miller and the nine of her children who leased to Amoco all received a bonus consideration at the time that they signed a lease with Amoco.
- b) Delay rental payments were tendered to each of the family members who signed the lease for a period of ten years.
- c) Pursuant to paragraph seven of the lease, the Miller family lease was committed to the Bravo Dome CO2 Gas Unit. Beginning in 1980, the Miller family began receiving an additional 50% rental payment which escalated 5% each year until unit production was established in 1984.
- d) The Miller family will also begin receiving royalty payments due under the unit as soon as title work on their acreage is completed. Our lease records department has advised me that as of the date of this letter, there is already \$2,148.96 in royalty payments which have accrued to the Miller family under their lease. This amount is being held in suspense until title work is complete but should be disbursed in the near future.
- e) Several members of the Miller family which we have spoken with (including Goldie Miller) have indicated that they do not have any particular problems with their lease to Amoco.

In light of these facts, we are not willing to re-negotiate the terms of our lease with the Miller family covering rights for which we have duly paid and long since held.

We sincerely hope that the terms as set out in this letter will be agreeable to you. Please feel free to call me at (713) 556-2964 if I may answer any questions regarding this letter.

Very truly yours,



Jerry D. Webb
Landman

JDW/dpb



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253
West Texas-Eastern
New Mexico Division

May 14, 1986

Re: Notice of Compulsory Pooling Application
Section 09, Township 19 North, Range 35 East
Union County, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Williams
14317 Blanton, Route 4
Amarillo, Texas 79119

Dear Mr. Williams:

By copy of this letter we are giving you notice of our attached application to the New Mexico Oil Conservation Division for the compulsory pooling of your 6/352 unleased interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 09: E/2 Union County, New Mexico.

Amoco's application for compulsory pooling will be scheduled for the June 12, 1986, NMOCD Examiner's Hearing to begin at 8:15 a.m. in the Oil Conservation Division conference room, State Land Office Building, Santa Fe, New Mexico. Your attendance at this hearing is not required, but as an interest owner in the proposed proration unit you have a right to present testimony if you so desire. Failure to appear at that time will preclude you from challenging this application at a later date.

Very truly yours,

S. A. Reinert
Division Land Manager

Attachment

JDW/dpb

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. _____

CASE NO. 8917 & 8919



Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

R. E. Ogden
Regional Engineering
Manager

FEDERAL EXPRESS

May 8, 1986

File: JCA-986.51NM-1957

Re: Application for Compulsory Pooling
Section 9, Township 19 North,
Range 35 East, Union County, New Mexico

State of New Mexico
Energy and Minerals Department
Oil Conservation Division
State Land Office Building
Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attention: R. L. Stamets, Director

Amoco Production Company respectfully requests the referenced compulsory pooling application be scheduled for the June 12, 1986 NMOCD Examiner's Hearing. Amoco seeks an order pooling all mineral interests from the base of the Cimmaron Anhydrite Marker to the top of the Precambrian Basement underlying Section 9, Township 19 North, Range 35 East, Union County, New Mexico, forming a standard 640-acre spacing and proration unit to be dedicated to the Bravo Dome Carbon Dioxide Gas Unit Well No. 1935-091K drilled at a standard well location 2310' FSL and 2310' FWL of said Section. Also included in the application will be the actual cost of drilling and completing the well, the allocation of these costs, charges for supervision, a charge for risk involved in drilling the well, and designation of Amoco as operator of the well.

Yours very truly,

R. E. Ogden _{RS}

SPS/rr

P 172 682 352

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982

★ U.S.G.P.O. 1984-448-014

| | |
|---|----------------------|
| Sent to | Mr. Robert Williams |
| Street and No. | 14317 Blanton, Rt. 4 |
| P.O., State and ZIP Code | Amarillo, TX 79119 |
| Postage | \$ |
| Certified Fee | |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to whom and Date Delivered | |
| Return receipt showing to whom, Date, and Address of Delivery | |
| TOTAL Postage and Fees | |
| Postmark or Date | |

PS Form 3811, July 1983 447-945

● SENDER: Complete items 1, 2, :

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:
Mr. Robert Williams
14317 Blanton, Rt. 4
Amarillo, TX 79119

4. Type of Service: Article Number
 Registered Insured P. 172.682.352
 Certified COD
 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. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253
West Texas-Eastern
New Mexico Division

May 14, 1986

Re: Notice of Compulsory Pooling Application
Section 10, Township 19 North, Range 35 East
Union County, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Williams
14317 Blanton, Route 4
Amarillo, Texas 79119

Dear Mr. Williams:

By copy of this letter we are giving you notice of our attached application to the New Mexico Oil Conservation Division for the compulsory pooling of your 6/352 unleased interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 10: W/2 and your 12/352 unleased mineral interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 10: E/2 Union County, New Mexico.

Amoco's application for compulsory pooling will be scheduled for the June 12, 1986, NMOCD Examiner's Hearing to begin at 8:15 a.m. in the Oil Conservation Division conference room, State Land Office Building, Santa Fe, New Mexico. Your attendance at this hearing is not required, but as an interest owner in the proposed proration unit you have a right to present testimony if you so desire. Failure to appear at that time will preclude you from challenging this application at a later date.

Very truly yours,

S. A. Reinert
Division Land Manager

Attachment

JDW/dpb

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. _____

CASE NO. 8917 & 8919



Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

R. E. Ogden
Regional Engineering
Manager

FEDERAL EXPRESS

May 8, 1986

File: JCA-986.51NM-1957

Re: Application for Compulsory Pooling
Section 10, Township 19 North,
Range 35 East, Union County, New Mexico

State of New Mexico
Energy and Minerals Department
Oil Conservation Division
State Land Office Building
Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attention: R. L. Stamets, Director

Amoco Production Company respectfully requests the referenced compulsory pooling application be scheduled for the June 12, 1986 NMOCD Examiner's Hearing. Amoco seeks an order pooling all mineral interests from the base of the Cimmaron Anhydrite Marker to the top of the Precambrian Basement underlying Section 10, Township 19 North, Range 35 East, Union County, New Mexico, forming a standard 640-acre spacing and proration unit to be dedicated to the Bravo Dome Carbon Dioxide Gas Unit Well No. 1935-101F drilled at a standard well location 1650' FNL and 1650' FWL of said Section. Also included in the application will be the actual cost of drilling and completing the well, the allocation of these costs, charges for supervision, a charge for risk involved in drilling the well, and designation of Amoco as operator of the well.

Yours very truly,

SPS/rr

P 172 682 351

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982
* U.S.G.P.O. 1984-446-014

| | |
|--|----------------------|
| Sent to | Mr. Rob't Williams |
| Street and No. | 14317 Blanton, Rt. 4 |
| P.O., State and ZIP Code | Amarillo, TX 79119 |
| Postage | \$ |
| Certified Fee | |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to whom and Date Delivered | 637 |
| Return receipt showing to whom Date, and Address of Delivery | |
| TOTAL Postage and Fees | 2.10 |
| Postmark or Date | MAY 27 1986 USPS |

PS Form 3811, July 1983 447-945

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.

- Show to whom, date and address of delivery.
- Restricted Delivery.

3. Article Addressed to:

Mr. Robert Williams
14317 Blanton, Rt. 4
Amarillo, TX 79119

4. Type of Service:

- Registered
 Certified
 Express Mail
- Insured
 COD

Article Number

P.172.682.351

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee

X Robert Williams

6. Signature - Agent

X MAY 27 1986

7. Date of Delivery

MAY 27 1986

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 4

CASE NO. 8917 & 8919

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



RETURN
TO

ATTN: Jerry Webb
Rm 19.106

AMOCO PRODUCTION COMPANY
(Name of Sender)

P. O. Box 3092
(Street or P.O. Box)

Houston, Texas 77253
(City, State, and ZIP Code)

(City, State, and ZIP Code)

Houston, Texas 77253

(Street or P.O. Box)

P. O. Box 3092

(Name of Sender)

AMOCO PRODUCTION COMPANY

ATTN: Jerry Webb
Rm 19.106

RETURN
TO

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



RT 3 211 P 185
RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one):
 Show to whom and date delivered.....
 Show to whom, date, and address of delivery..
 2. **RESTRICTED DELIVERY**
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. **ARTICLE ADDRESSED TO:**
 Successor In Interest To
 Tula Fern Miller Williams
 14317 Blanton, Rt 4
 Apache County, AZ 85919

ARTICLE NUMBER
 P 332 153 679

4. **TYPE OF SERVICE:**
 REGISTERED INSURED
 CERTIFIED COD
 EXPRESS MAIL

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

5. **DATE OF DELIVERY**
 10-15-85
 POSTMARK

6. **ADDRESSEE'S ADDRESS (Only if requested)**
 14 317 Blanton Rt 4
 7 9 119

7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**

Form 3011, Dec. 1980

● **SENDER:** Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one):
 Show to whom and date delivered.....
 Show to whom, date, and address of delivery..
 2. **RESTRICTED DELIVERY**
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. **ARTICLE ADDRESSED TO:**
 Ms. Joy Dell Miller Beamer
 2081 Kingfisher Way
 Fairfield, CA 94533

ARTICLE NUMBER
 P 332 153 677

4. **TYPE OF SERVICE:**
 REGISTERED INSURED
 CERTIFIED COD
 EXPRESS MAIL

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

5. **DATE OF DELIVERY**
 10-15-85
 POSTMARK

6. **ADDRESSEE'S ADDRESS (Only if requested)**
 2081 Kingfisher Way

7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253
West Texas-Eastern
New Mexico Division

October 9, 1985

Re: EA 22,237
Bravo Dome CO₂ Gas Unit
Harding, Union, and Quay Counties, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Joy Dell Miller Beamer
2081 Kingfisher Way
Fairfield, CA 94533

Gentlemen:

It is our understanding that you are an unleased mineral owner in Sections 9 and 10, T-19-N, R-35-E, Union County, New Mexico. Amoco Production Company (Amoco), as operator of the Bravo Dome Carbon Dioxide Gas Unit (BDCDGU) has drilled, or desires to drill a CO₂ gas well on these sections.

Pursuant to the New Mexico Oil Conservation Division Order No. R-7556, 640 acre spacing for CO₂ gas wells has been established in that part of the unit in which your property lies. Accordingly, Amoco offers you the following alternatives:

1) Grant Amoco a lease covering your interest in said Sections in the form provided in Exhibit No. 1 hereto for a \$20.00 per net acre bonus, and \$1.00 per net acre per year delay rental. Your execution of this lease will make you a royalty owner in any production from said Sections only; or,

2) Grant Amoco a lease covering your interest in said Sections in the form provided in Exhibit No. 1 with the same per net acre bonus as above provided and execute a ratification agreement in the form of the attached Exhibit No. 2. No rentals will be paid under this option and

Ms. Joy Dell Miller Beamer

October 9, 1985

Page 2

your participation in the Unit royalty will commence upon approval of the Unit working interest owners as set out in the Unit Agreement dated April 9, 1979, which is attached hereto as Exhibit No. 3. Your execution of these two instruments will, upon obtaining Unit working interest owners approval, make you a royalty owner in production from the entire BDCDGU; or,

3) Execute an operating agreement in the form provided as Exhibit No. 5 hereto covering your net mineral ownership within said Sections thereby creating a working interest as to the extent of 7/8 of the CO₂ and a royalty interest to the extent of the remaining 1/8 of such CO₂. A ballot summarizing the estimated costs for the existing well on said Sections is hereby attached as Exhibit No. 7, which should be executed and returned with the signed Operating Agreement. The working interest portion shall, as provided in the operating agreement, be obligated to pay in cash or out of production a portion of all the costs and expenses associated with drilling, completing, equipping, producing, and marketing production from said Sections in which you own an interest; or,

4) Execute a ratification agreement in the form of the attached Exhibit No. 2 by which you will accept the Bravo Dome Carbon Dioxide Gas Unit Agreement and Operating Agreement attached hereto as Exhibits No. 3 and No. 4, respectively, covering your net mineral ownership within said Sections, thereby creating a working interest as to the extent of 7/8 of the CO₂ and a royalty interest to the extent of the remaining 1/8 thereof. This will make you a working interest owner in the entire BDCDGU with all the rights, duties, and obligations set out in those agreements. The working interest portion shall be obligated to pay in cash or out of production a portion of all BDCDGU costs and expenses associated with drilling, completing, equipping, producing, and marketing production from the entire BDCDGU, both past and present. You are advised that such costs and for the entire BDCDGU to the 1st day of September, 1984 is approximately \$145,000,000, and you would become obligated for your proportionate share of such costs and expenses already occurred. Should you elect to pay such unit costs out of production you must also execute a Carried Working Interest Agreement in the form attached hereto as Exhibit No. 6.

We sincerely hope one of the four alternatives above will appeal to you; however, if we have not received your acceptance to one of the above alternatives within thirty days of your receipt of this offer we plan to initiate a statutory pooling proceeding for said Sections with the New Mexico Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.

Ms. Joy Dell Miller Beamer
October 9, 1985
Page 3

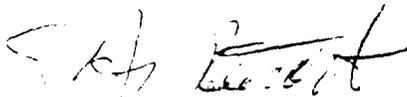
If you have any questions or require additional information, please reply
by correspondence to:

Amoco Production Company
P. O. Box 3092
Houston, TX 77253

Attn.: Eastern New Mexico Land Dept.

Your timely cooperation in this matter will be greatly appreciated.

Yours very truly,



1.2.2.2.2
JDW/dam *ck*
OP6D077/7-9

Attachments

BRAVO DOME CO₂ GAS UNIT
AUTHORITY FOR EXPENDITURE
BALLOT OF APPROVAL

Amoco Production Company, operator of the Bravo Dome CO₂ Gas Unit, requests your approval to drill Bravo Dome Well No. 1935 091F, located in Section 9 of Township 19 N, Range 35 E, Union County, New Mexico. Your proportionate cost of the well will be based on your net acres in the section divided by the total acres contributed to the well (typically 640 acres). The estimated cost of the well is \$250,000. A detailed cost breakdown is as follows:

Intangible:

| | |
|------------|---------------|
| Drilling | \$165,000 |
| Surveys | 11,000 |
| Completion | <u>10,000</u> |
| | \$186,000 |

Tangible:

| | | |
|-------------|---------------|---|
| Casing x Hd | \$ 36,000 | 9-5/8" (700' @ \$14/ft), 7" (2600' @ \$10/ft) |
| Tubing | 12,000 | 3-1/2" (2600' @ \$4.60/ft) |
| Wellhead | <u>16,000</u> | |
| | \$ 64,000 | |

Approved for: _____

Approved by: _____

Date: _____

BRAVO DOME CO₂ GAS UNIT
AUTHORITY FOR EXPENDITURE
BALLOT OF APPROVAL

Amoco Production Company, operator of the Bravo Dome CO₂ Gas Unit, requests your approval to drill Bravo Dome Well No. 1935 101F, located in Section 10 of Township 19 N, Range 35 E, Union County, New Mexico. Your proportionate cost of the well will be based on your net acres in the section divided by the total acres contributed to the well (typically 640 acres). The estimated cost of the well is \$250,000. A detailed cost breakdown is as follows:

Intangible:

| | |
|------------|---------------|
| Drilling | \$165,000 |
| Surveys | 11,000 |
| Completion | <u>10,000</u> |
| | \$186,000 |

Tangible:

| | | |
|-------------|---------------|---|
| Casing x Hd | \$ 36,000 | 9-5/8" (700' @ \$14/ft), 7" (2600' @ \$10/ft) |
| Tubing | 12,000 | 3-1/2" (2600' @ \$4.60/ft) |
| Wellhead | <u>16,000</u> | |
| | \$ 64,000 | |

Approved for: _____

Approved by: _____

Date: _____

MONTGOMERY & ANDREWS

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

J. O. Seth (1883-1963)
Frank Andrews (1914-1981)

A. K. Montgomery
Seth D. Montgomery
Frank Andrews III
Victor R. Ortega
John E. Conway
Jeffrey R. Brannen
John B. Pound
Gary R. Kilpatrick
Thomas W. Olson
William C. Madison
Walter J. Melendres
Bruce Herr
Michael W. Brennan
Robert P. Worcester
John B. Draper
Nancy M. Anderson
Janet McL. McKay
Jean-Nikole Wells
Mark F. Sheridan
Joseph E. Earnest
Stephen S. Hamilton
W. Perry Pearce
Phyllis A. Dow

Stephen J. Rhoades
Brad V. Coryell
Wesley B. Howard, Jr.
Michael H. Harbour
Robert J. Mroz
John M. Hickey
Timothy L. Butler
Mack E. With
Galen M. Buller
Katherine A. Weeks
Edmund H. Kendrick
Helen C. Sturm
Richard L. Puglisi
James A. Hall
Terri M. Couleur
Stephen R. Kutz
Christine Gray
James C. Murphy
B. Cullen Hallmark
James R. Jurgens
Ann M. Maloney
Deborah J. Van Vleet

November 19, 1985

SANTA FE OFFICE
325 Paseo de Peralta
Post Office Box 2307
Santa Fe, New Mexico 87504-2307

Telephone (505) 982-3873
Telecopy (505) 982-4289

ALBUQUERQUE OFFICE
Suite 200
500 Copper Avenue
Post Office Box 2004
Albuquerque, New Mexico 87101

Telephone (505) 242-8877

| | |
|------------------------|------|
| RECEIVED | |
| KUHLAND HOUSTON | |
| NOV 22 '85 | |
| SAR | ELC |
| MKB | WMB |
| | MAA |
| HJK | WLS |
| SLS | GC |
| SWB | DB |
| JOS | JP |
| | KFC |
| DOL | CLR |
| File | File |
| Info | File |
| File | File |

OK

Terry - This doesn't look too bad!

REPLY TO SANTA FE OFFICE

Mr. Steven A. Reinert
Amoco Production Company
Post Office Box 3092
Houston, Texas 77253

Attention: Eastern New Mexico Land Department

Re: Joy Dale Miller Beamer

Dear Mr. Reinert:

This firm has been retained by Ms. Joy Beamer with regard to the interest Amoco has expressed in Sections 9 and 10 of Township 19 N Range 35 E, Union County, New Mexico. Ms. Beamer is the owner of an undivided mineral interest in this acreage.

Before making a decision on whether or not to accept one of the options set forth in your letter to Ms. Beamer of October 9, 1985, there is some additional information which we hope you will be able to provide.

1. It is Ms. Beamer's understanding that the proposal for leasing set forth by Amoco provides for a \$20.00 bonus per net mineral acre and a royalty of 3/16. This proposal is for the leasing of only carbon dioxide rights and does not grant to Amoco the right to develop or produce other minerals which might be found on this acreage. If this is your understanding, please confirm.

2. In analyzing options 1 and 2 set forth in your letter, we would appreciate any information you can give us relative to the development plans for Sections 9 and 10. In addition, we request that you inform us of the schedule which is likely to apply with regard to gaining the approval of the working interest owners discussed in your paragraph No. 2.

Mr. Steven A. Reinert
November 19, 1985
Page 2

3. Please advise us of your calculation of the net mineral acres held by Ms. Beamer.

Generally, Ms. Beamer is willing to consider any legitimate offer to lease this acreage which appears to be in her best interest. She is particularly concerned that no mineral rights other than CO2 be granted and that some mechanism be established so that if there is production of any other minerals in the area of this acreage that she be promptly informed so that she may take whatever steps are appropriate to protect against drainage.

I appreciate your assistance in providing the information requested above and I look forward to discussing this matter more fully with Ms. Beamer upon receipt of that information. Thank you for your prompt attention to this matter.

Sincerely,



W. Perry Pearce

WPP: nas
cc: Joy Beamer /



LPN 521814

Amoco Production Company

501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

November 27, 1985

Re: Unleased Mineral Interest
Joy Dale Miller Beamer
Union County, New Mexico

Montgomery and Andrews
Professional Association
P. O. Box 2307
Santa Fe, New Mexico 87504

Attention: Mr. W. Perry Pearce

Gentlemen:

Please reference your letter of inquiry dated November 19, 1985 regarding the unleased mineral interest of Joy Dale Miller Beamer. The information which you have requested is set out below.

- 1) The proposal for leasing set forth by Amoco is for \$20 bonus per net mineral acre and a royalty of 3/16. With reference to the rights covered by the lease, I direct your attention to the rider to be included in the lease which states as follows:
"Not withstanding anything herein to the contrary, this lease shall cover carbon dioxide gas and helium gas only and any reference to oil gas or any other mineral is hereby deleted and the words "Carbon Dioxide Gas and Helium Gas" are substituted in lieu thereof."
- 2) Amoco plans to drill a well in both Sections 9 and 10 of Township 19 North - Range 35 East. The estimated cost for each of the wells is \$250,000.

The well in Section 9 is to be located in the SW/4 of said section at a location being 2310' FSL x 2310' FWL of said section. Ms. Beamer does not own any interest under this tract of land. She does, however, own an undivided 1.704% unleased interest under the E/2 of said section which would be included in the 640 acre proration unit for the subject well.

The well in Section 10 is to be located in the NW/4 of said section at a location being 1650' FNL x 1650' FWL of said section. Ms. Beamer owns an undivided 1.704% unleased interest under the W/2 of said section and an undivided 3.409% unleased interest under the E/2 of said section.

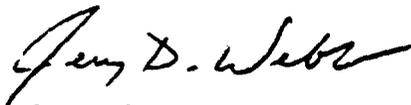
As of this date, the roads and locations for both of the wells have been built and both of the wells have been spudded. Should the wells result in commercial producers of Carbon Dioxide, we reasonably expect that they would be put on production by April of 1986.

- 3) Amoco has an Original Title Opinion dated May 26, 1982 as prepared by the law firm Atwood, Malone, Mann, and Turner which reflects the ownership of Ms. Beamer as follows:

| <u>Description</u> | <u>Interest</u> | <u>Net Acres</u> |
|---|-----------------|------------------------|
| <u>T19N-R35E</u> Section 10: E/2 | 12/352 | 10.909 |
| <u>T19N-R35E</u> Section 10: W/2 Section 9: E/2 | 6/352 | <u>10.909</u> 21.81 |

Please feel free to call the undersigned should you require any additional information.

Yours very truly,



Jerry D. Webb
Landman

JDW/fib

Mrs. Joy D. Beamer
2081 Kingfisher Way
Fairfield, CA 94533

**RETURN RECEIPT
REQUESTED**

CERTIFIED

P 489 404 409

MAIL

Mr. Steven A. Keinert
Division Land Manager
Amoco Production Company

P. O. Box 3092
Houston, TX 77253

Attn: Eastern New Mexico Land Dept.



WT-DOM LAND HOUSTON

DEC 30 '85

| | |
|-------------|-----|
| RECEIVED | |
| WT-DOM LAND | |
| DEC 30 '85 | |
| SAR | EDM |
| CLR | SWN |
| JDW | TRC |
| LNF | JW |
| XT | |
| CHR | JKP |
| | ICM |
| | AKG |
| Forward To: | |
| File | |

| | |
|-----------|-----|
| SAR | GLC |
| AKG | WMB |
| | JHA |
| HJX | JAT |
| GLS | GC |
| SWS | DB |
| JDS | JP |
| | KPC |
| DOL | CLR |
| Ms. Harbo | |
| Mr. Fils | |

December 22, 1985
2081 Kingfisher Way
Fairfield, Ca., 94533

Mr. Steven A. Reinert
Amoco Production Company
Post Office Box 8000
Houston, Texas 77255

Dear Mr. Reinert:

Mr. Pearce no longer is representing me, so I wish all further correspondence Amoco may make concerning my property, to come to my Fairfield address. I wish to be notified of any statutory pooling proceedings concerning my interest in land located, T-19N, R-35E E $\frac{1}{2}$ Section 9 and all of Section 10. If my interest is pooled, I wish a hearing so that I may protect my interest.

I am still open for negotiations, however I have several questions and I feel a few matters should be cleared up first before making that decision.

1. The letter Mr. Webb wrote to Mr. Pearce on my behalf, dated November 27, 1985, did not make clear to me exactly what Amoco's plans are for my land. I feel it is only fair that I know exactly how each option will affect me as an interest owner. Instead of being specific, Mr. Webb once more wrote "Notwithstanding anything therein to the contrary, this lease shall cover carbon dioxide gas and helium gas only and any reference to oil, gas, or any other mineral is hereby deleted. I wish to know if Amoco plans to produce any other mineral besides helium gas and CO₂ gas on my land or subcontract any other gas, mineral, or oil to another company, as most of my family members have signed a lease in the past for all minerals, oil and gas. How exactly will my signing your lease affect me and them. Please explain in simple language.
2. I am very opposed to the Unit Agreement. I feel I have valuable oil land, and I do not wish to share it with a million plus acreage to benefit all the people listed in your Bravo Dome Unit Agreement book for Union, Quay, and Harding Counties in New Mexico. My land is located in Union County, New Mexico. The 5th Amendment reads: "Nor shall private property be taken for public use without just compensation.
3. Mr. Webb has hinted of a "poor title". I feel that I have the right to know exactly what he is referring to so that I may assist if there is a problem or answer any misunderstanding.
4. I noticed in the Unit Agreement book that American National Insurance Company has taken 1/12 royalty instead of 1/16 royalty which they are allowed on our deed. As an unleased mineral owner, more royalty than is allowed by a deed will affect me.

5. It is puzzling that our family has two leases by Amoco. One was dated June 1971 and one was dated October 1972. An official release was made June 29, 1973 on the June 1971 lease. My family members received a letter from Amoco dated October 29, 1981 stating their lease was coming to an end and that they could lease with another company unless there was specific instructions on their lease. I did not see any specific instructions on their lease. Would you please comment?
6. Our deed allows American National Insurance Company to receive $\frac{1}{2}$ of all bonus and rentals on a portion of our land. I feel it was Amoco's duty to see that this occurred. I would be interested to know if American National Insurance Company received any bonus or rental from the company who took their lease. According to Mr. Webb's letter to Mr. Williams, dated December 3, 1985, my mother has accrued \$2,148.96 in royalty payments that is being held in suspense until title work is complete. Please explain why this is and why only such a small amount of money. I do not feel my Mother should be penalized for someone else's mistake.
7. In Mr. Webb's letter to Mr. Williams, dated December 3, 1985, he states delay rentals were tendered to each of ~~the~~ the family members, however several family members have checked at The Farmers Stockman Bank in Clayton, New Mexico and have found no such account for them and they have received verification from an official of this bank stating such.
8. I feel that for certain there is oil on my land and perhaps CO2. I find it unfair to be paid CO2 prices for valuable oil land. I would be willing to consider allowing both Shell Oil and Amoco produce the CO2 and oil on my land as long as it was in my best interest. I feel in our past negotiations Amoco officials have not dealt with me in an open and honest way or treated me with respect. I am tired of the game playing.
9. The total amount of surface as well as mineral acreage was incorrect on my family's lease as Mrs. Williams and I did not sign the lease. I am not interested in leasing any surface acreage and I also expect to be compensated for damages when we arrive at an agreement.
10. If I should drill for oil myself, would I be penalized by Amoco or Shell Oil?
11. I have been told it is illegal for Amoco to drill for oil on my land. Is this true? If so, why? Amoco took all minerals from my family, so why would it be illegal? If it is, why did they take minerals they could not legally mine as my family was counting on those royalties. Would it be illegal because of an invalid lease, because the state of New Mexico will not allow it, or because the formation beneath the Tubbs Formation has been allocated to another company?
12. What exactly is meant by statutory pooling proceedings? Also is there a time element involved to claim what is allocated to me? Please explain how the entire procedure will affect me.

Yours truly,

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



**RETURN
TO**



Attn: Jerry D. Webb
Rm 19.106

AMOCO PRODUCTION COMPANY

(Name of Sender)

P. O. Box 3092

(Street or P.O. Box)

Houston, Texas 77253

(City, State, and ZIP Code)



SENDER: Complete items 1, 2, 3, and 4.
 Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one):
 Show to whom and date delivered.....
 Show to whom, date, and address of delivery..

2. RESTRICTED DELIVERY
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:
 Ms. Joy Beamer
 2081 Kingfisher Way
 Fairfield, CA 94533

4. TYPE OF SERVICE:
 REGISTERED INSURED
 CERTIFIED COD
 EXPRESS MAIL

ARTICLE NUMBER
 P 332 153 641

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

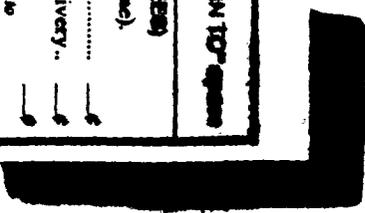
5. DATE OF DELIVERY
 1-16-82

6. ADDRESSEE'S ADDRESS (Only if required)

7. EMPLOYER'S INITIALS
 WJB

FAIRFIELD
 CALIFORNIA
 JAN 16 1982
 USPS

RETURN RECEIPT, REGISTERED, REGISTERED AND CERTIFIED MAIL





Amoco Production Company

501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

January 14, 1986

Re: Unleased Interest
Joy Beamer
T-19-N, R-35-E
Section 9: E/2, Section 10: All
Union County, New Mexico

Ms. Joy Beamer
2081 Kingfisher Way
Fairfield, CA 94533

Dear Ms. Beamer:

We are in receipt of your letter dated December 22, 1985 wherein you set forth many questions regarding the above captioned acreage. You also called our office on January 7, 1986 and requested copies of all materials in Amoco's lease files including the lease with the Miller family, delay rental checks, bonus check, and any other pertinent correspondence.

I am enclosing for your review a letter which was prepared for and sent to Mr. Charles D. Alsup concerning questions he set forth on behalf of Goldie Miller, Virginia Miller Faust, Nina Miller Cleveland, and Clarissa Edgerton. This letter and the various attachments should answer the questions set out in paragraphs 5, 6 and 7 of your letter dated December 22, 1985. The balance of this letter will respond to other questions set forth in your letter.

I. You have requested that we explain in "simple language" the options which Amoco wishes to make available to you.

Option #1

Inasmuch as you are the owner of approximately 10.9 net mineral acres under the E/2 of Section 10 and another 10.9 net mineral acres under the E/2 of Section 9 and the W/2 of Section 10, Amoco hereby offers to lease your 21.8 net mineral acres for \$20.00 per net acre bonus which would be a total bonus to you of \$436.00. Amoco would be agreeable to giving a 3/16 royalty which is equivalent to 18.75%. The lease would cover only Carbon Dioxide and Helium Gas. Since the production from each well must be allocated between all of the owners under the 640 acre section in

Ms. Joy Beamer
January 14, 1986
Page 2

which the well is drilled, your percentage of actual production would be as follows:

$$\frac{\text{Well in Section 9, T19N-R35E}}{10.9/640 \times 18.75\% = 0.31933\%*}$$

$$\frac{\text{Well in Section 10, T19N-R35E}}{10.9/640 \times 18.75\% = 0.31933\%*}$$

Under this option you would receive production from only those wells drilled in Sections 9 and 10 of T19N-R35E and you would not be a part of the Bravo Dome CO₂ Gas Unit.

Option #2

Under this option you could lease your 21.8 net mineral acres to Amoco on the same terms as set out in Option #1. This option would, however, require that you ratify and become a part of the Bravo Dome CO₂ Gas Unit. Under this scenario you would receive your proportionate share of production from all wells drilled in the Bravo Dome CO₂ Gas Unit. Your percentage of total unit production would be figured as follows:

$$21.8/1,036,000 \times 18.75\% = @ .0003945\%$$

Option #3

This option give you the right to become a Working Interest owner in each of the wells drilled in Sections 9 and 10 of T19N-R35E. This means that you would have to pay up front in cash 100% of your proportionate share of expenses to drill and complete each of the wells. Each well cost approximately \$250,000 for a total of \$500,000. Your proportionate share of these expenses would be as follows:

$$\frac{\text{Well in Section 9, T19N-R35E}}{10.9/640 \times \$250,000 = \$4,257.80*}$$

$$\frac{\text{Well in Section 10, T19N-R35E}}{10.9/640 \times \$250,000 = \$4,257.80*}$$

Ms. Joy Beamer
January 14, 1986
Page 3

You would also be responsible for payment of your proportionate share of any additional cost on these wells such as reworking, recompletion, and cost to plug and abandon. You could also become a Carried Working Interest owner inasmuch as you would also have the option to pay 300% of your proportionate share of expenses out of 7/8 of your proportionate share of production. Under this scenario you would not be required to pay any cost up front but Amoco would pay your proportionate share of expenses and thereafter recover 300% of such expenses out of 7/8 of your proportionate share of production.

Your proportionate share of production from each of the wells would be as follows:

$$\frac{\text{Well in Section 9, T19N-R35E}}{10.9/640} = 1.70312\%^*$$

$$\frac{\text{Well in Section 10, T19N-R35E}}{10.9/640} = 1.70312\%^*$$

Under this option you would not be part of the Bravo Dome Carbon Dioxide Unit.

Option #4

This option will allow you to become a Working Interest owner in the entire Bravo Dome CO₂ Gas Unit. You can ratify the Bravo Dome CO₂ Gas Unit and pay up front in cash your proportionate share of all Bravo Dome Carbon Dioxide Unit expenses associated with drilling, completing, equipping, producing, and marketing production from the entire Bravo Dome Carbon Dioxide Unit which is approximately \$203,000,000. You may also pay 300% of such expenses out of 7/8 of your proportionate share of production. Your proportional share of total unit production under this scenario would be:

$$21.8/1,036,000 = .0021042\%$$

Your proportionate share of expenses would be:

$$.0021042\% \times 203,000,000 = @ \$4,271.53^*$$

Ms. Joy Beamer
January 14, 1986
Page 4

Hopefully, the forgoing information is adequate to explain in "simple language" the options which Amoco has set forth. Further you have asked "How will signing... the lease affect me and (the other family members) as most of my family members have signed a lease in the past for all minerals, oil and gas."

By signing the lease dated October 20, 1972 Goldie Miller and all of her children (except you and Robert Williams) have leased their interest to Amoco and have become part of the Bravo Dome CO₂ Gas Unit. Their lease does cover oil, gas, and other minerals including Carbon Dioxide. They have elected to share in revenues from total unit production.

If an oil or natural gas well were drilled on your land, the oil and gas produced in commercial quantities would not be a "unitized substance" as defined by the unit agreement. In other words, only the mineral owners under the spacing assigned to this well would receive royalty from said well. Those mineral owners would not be required to share their production with the Bravo Dome Unit royalty owners.

II. In paragraph two of your letter you state that "You are very opposed to the Unit Agreement and feel you have valuable oil land and do not wish to share it with a million plus acres." As set out under Option #1 above, you have no obligation whatsoever to become part of the Bravo Dome CO₂ Gas Unit. Although the family members who signed the October 20, 1972 lease with Amoco are committed to the Bravo Dome Unit, your interest does not have to be.

III. The title problem which you refer to in paragraph three is a situation which occurred as follows:

Title to property in which American National Insurance Company is credited with a mineral interest was acquired by it through mortgage foreclosure proceedings in Cause No. 6162 in the District Court of Union County, New Mexico in Book Y at page 145 on October 24, 1924.

By Warranty deed dated March 8, 1945 and recorded in Book 33 at page 28 on April 12, 1945, American National Insurance Company conveyed the E/2 Section 9 and W/2 Section 10 to W.I. Miller. As transcribed by the recorder or abstractor the deed states that the grantor reserves "an undivided one-half of the one-eighth of all the oil, gas, and other minerals... (said 1/2 of said 1/8 royalty being a 1/16 of all the oil, gas and minerals...)" and that the grantor shall be entitled to receive "1/2 of all bonus or rental monies paid... and... 1/2 of the 1/8 royalty due." It appears that the grantor intended to reserve a 1/2 mineral interest.

Ms. Joy Beamer
January 14, 1986
Page 5

IV. In paragraph four of your letter you state "In the Unit Agreement, American National Insurance Company has taken a 1/12 royalty rather than the 1/16 royalty which they are allowed in our deed." On pages 108 and 109 of the Unit Agreement, American National Insurance Company is credited with a 8.33333% royalty interest. Since American National Insurance Company owns one half of the minerals under the E/2 of Section 9 and the W/2 of Section 10 of T19N-R35E, and they leased to CO₂ in action and reserved a 1/6 royalty interest, their interest is accordingly $50\% \times 1/6 = 8.33333\%$. It appears that American National Insurance Company is accordingly credited with the proper amount. I am unable to find where American National is credited with a 1/12 interest as stated in your letter.

V. The questions set out in paragraph five of your letter is fully explained in the attached copy of the letter dated December 30, 1985 to Mr. Charles D. Alsop.

VI. The questions regarding American National Insurance Company as set out in paragraph six of your letter have been answered in my response under paragraph IV. The other question set out in paragraph six of your letter states "Please explain... why the \$2,148.96 which has accrued to the Miller family is being held in suspense and why is it such a small amount." The reason that the interest has been held in suspense is because of unsatisfied title requirements under the title opinion covering the subject property. Amoco brokers Mr. Charles West and George Mauzy of Clayton, New Mexico have been working on satisfying the title requirements and we are currently awaiting preparation of a Supplemental Title Opinion covering the subject acreage which may allow us to disperse the money held in suspense.

VII. The questions set out in paragraph seven of your letter have been answered by the attached copy of the letter to Charles D. Alsop dated December 30, 1985.

VIII. Paragraph eight of your letter states "I feel for certain that there is oil on my land and perhaps CO₂. I find it unfair to be paid CO₂ prices for valuable oil land." Again, as stated above, Amoco is willing to lease only your CO₂ and Helium rights. You do not have to include the oil and natural gas rights in the lease. Paragraph eight of your letter further states that "Amoco officials have not dealt with me in an open or honest way or treated me with respect. I am tired of playing the game." In response to this statement let me point out the lengths which Amoco has gone to in treating you in an open and honest way:

1) Amoco sent you a letter dated October 9, 1985 which clearly set out our plans to drill on the subject acreage and made available to you in writing several legal options which you have. A copy of the proposed

Ms. Joy Beamer
January 14, 1986
Page 6

lease was attached as well as copies of the Unit Agreement, Unit Operating Agreement, Carried Working Interest owners agreement, estimates of well cost and a map of the Bravo Dome Unit.

2) We subsequently spoke on approximately five separate occasions concerning the October 9, 1985 letter, in an attempt to address any concerns or questions which you had. You were treated with honesty and courtesy.

3) The second week of November I received a call from Albuquerque attorney Keith McClurge who you advised was representing you. I agreed to enter into a conference call between the attorney, myself and you. All of the attorneys questions regarding the situation were answered and I was told that I could expect a letter advising us of your position on this matter. I never received such a letter.

4) On November 22, 1985 we received a letter from Santa Fe attorney Mr. Perry Pearce who also advised that he was representing you in this matter. The November 22, 1985 letter set out several questions which requested clarification of the options which you have been offered. We promptly responded to Mr. Pearce's questions and were told we could again expect a letter advising us of your position on this matter. We again never received such a letter.

5) We have now received your letter dated December 22, 1985 which advises us that Mr. Pearce is no longer representing you and set out many of the same questions which have previously been answered before to both you and the two aforementioned attorneys. Further your comment during our telephone conversation of January 7, 1986 that I was a "DAMN FOOL" does not indicate an over abundance of respect on your part during these dealings.

IX. The questions set out under paragraph nine of your letter have been answered by the December 30, 1985 letter to Charles Alsup.

X. Paragraph ten of your letter states "If I were to drill for oil myself, would I be penalized by Amoco or Shell Oil?" You would not be penalized by Amoco, however, since Amoco owns leases covering the oil and gas interest from the other family members, except Robert Williams, you would be required to make arrangements with us for the drilling of a well accordingly.

XI. Paragraph eleven of your letter states "I have been told that it is illegal for Amoco to drill for oil on my land. Is this true." No, the lease which Amoco holds from the other members of the Miller family does indeed cover oil and gas. Even though there is not 100% of the oil and gas rights leased to Amoco, we would still have the right to drill and

Ms. Joy Beamer
January 14, 1986
Page 7

develop our lease with the other Miller family members. We would, of course, be required to offer you the option to lease or join in such a well, etc...

XII. Paragraph twelve of your letter states "What exactly is meant by statutory pooling proceedings. Please explain how the entire procedure will affect me." Should Amoco be unable to reach an agreement with you as set out in our letter of options dated October 9, 1985. Amoco has a duty under NMSA 70-2-18 to seek pooling of acreage to produce the subject wells. Pursuant to NMSA 70-2-17 the Oil Conservation Division of the State of New Mexico has the authority to pool such interest.

Amoco would accordingly make a application to the Oil Conservation Division of the State of New Mexico for Compulsory Pooling. A hearing date would be set. Amoco would then advise the examiner that you own an unleased interest under a section of land in which the State of New Mexico has established 640 acre spacing. We would further advise the Commission of the options which we have made available to you in our October 9, 1985 letter. We would further advise the examiner of the efforts which we have gone to in explaining this situation to you as outline in paragraph eight above. We would then ask that to avoid the drilling of unnecessary wells, to protect correlative rights, 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 production in said pool, the subject application should be approved by pooling all mineral interest, whatever they may be, within said unit.

You would, of course, be allowed to express your concerns to the examiner as to why you are unwilling to accept the options offered to you. The examiner would then review all of the testimony and evidence and make a decision accordingly.

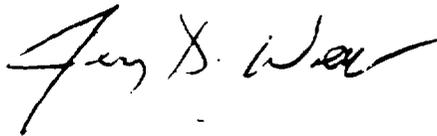
I hope that the information contained in this letter is sufficient to allow a thorough understanding of the situation at hand. We once again respectfully request that you accept one of the alternatives set out in our October 9, 1985 letter.

If all of the alternatives are unacceptable to you, please notify us and I will recommend to our Legal Department that an application for

Ms. Joy Beamer
January 14, 1986
Page 8

compulsory pooling be filed with the Oil Conservation Division of the State of New Mexico. Please let us know your decision as soon as possible.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jerry D. Webb".

Jerry D. Webb
Landman

JDW/gg
OP15D089

Enclosure

*These figures are estimates only.



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253
West Texas-Eastern
New Mexico Division

May 14, 1986

Re: Notice of Compulsory Pooling Application
Section 09, Township 19 North, Range 35 East
Union County, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joy Beamer
2081 Kingfisher Way
Fairfield, California 94533

Dear Ms. Beamer:

By copy of this letter we are giving you notice of our attached application to the New Mexico Oil Conservation Division for the compulsory pooling of your 6/352 unleased interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 09: E/2 Union County, New Mexico.

Amoco's application for compulsory pooling will be scheduled for the June 12, 1986, NMOCD Examiner's Hearing to begin at 8:15 a.m. in the Oil Conservation Division conference room, State Land Office Building, Santa Fe, New Mexico. Your attendance at this hearing is not required, but as an interest owner in the proposed proration unit you have a right to present testimony if you so desire. Failure to appear at that time will preclude you from challenging this application at a later date.

Very truly yours,

S. A. Reinert
Division Land Manager

Attachment

JDW/dpb

**BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION**

AMOCO EXHIBIT NO. _____

CASE NO. 8917 & 8919



Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

R. E. Ogden
Regional Engineering
Manager

FEDERAL EXPRESS

May 8, 1986

File: JCA-986.51NM-1957

Re: Application for Compulsory Pooling
Section 9, Township 19 North,
Range 35 East, Union County, New Mexico

State of New Mexico
Energy and Minerals Department
Oil Conservation Division
State Land Office Building
Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attention: R. L. Stamets, Director

Amoco Production Company respectfully requests the referenced compulsory pooling application be scheduled for the June 12, 1986 NMOCD Examiner's Hearing. Amoco seeks an order pooling all mineral interests from the base of the Cimmaron Anhydrite Marker to the top of the Precambrian Basement underlying Section 9, Township 19 North, Range 35 East, Union County, New Mexico, forming a standard 640-acre spacing and proration unit to be dedicated to the Bravo Dome Carbon Dioxide Gas Unit Well No. 1935-091K drilled at a standard well location 2310' FSL and 2310' FWL of said Section. Also included in the application will be the actual cost of drilling and completing the well, the allocation of these costs, charges for supervision, a charge for risk involved in drilling the well, and designation of Amoco as operator of the well.

Yours very truly,

R. E. Ogden ₈₁₃

SPS/rr

P 172 682 353

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1984-448-014

PS Form 3800, Feb. 1982

| | |
|---|---------------------|
| Sent to | Joy Beamer |
| Street and No. | 2081 Kingfisher Way |
| P.O., State and ZIP Code | Fairfield, CA 94533 |
| Postage | \$ |
| Certified Fee | |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to whom and Date Delivered | |
| Return receipt showing to whom, Date, and Address of Delivery | |
| TOTAL Postage and Fees | \$ |
| Postmark or Date | |

PS Form 3811, July 1983 447-945

DOMESTIC RETURN RECEIPT

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.

- Show to whom, date and address of delivery.
- Restricted Delivery.

3. Article Addressed to: ⁶⁸⁵
Joy Beamer
2081 Kingfisher Way
Fairfield, CA 94533

| | |
|--|---|
| 4. Type of Service: | Article Number |
| <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail | <input type="checkbox"/> Insured <input type="checkbox"/> COD P.172-682-353 |

Always obtain signature of addressee or agent and **DATE DELIVERED.**

- Signature - Addressee
X Joy D. Beamer
- Signature - Agent
X
- Date of Delivery
5-19-86 RLS
- Addressee's Address (ONLY if requested and fee paid)



Stephen A. Reinert
Division Land Manager

Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253
West Texas-Eastern
New Mexico Division

May 14, 1986

Re: Notice of Compulsory Pooling Application
Section 10, Township 19 North, Range 35 East
Union County, New Mexico

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joy Beamer
2081 Kingfisher Way
Fairfield, California 94533

Dear Ms. Beamer:

By copy of this letter we are giving you notice of our attached application to the New Mexico Oil Conservation Division for the compulsory pooling of your 6/352 unleased interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 10: W/2 and your 12/352 unleased mineral interest under lands described as T-19-N, R-35-E, N.M.P.M., Section 10: E/2 Union County, New Mexico.

Amoco's application for compulsory pooling will be scheduled for the June 12, 1986, NMOCD Examiner's Hearing to begin at 8:15 a.m. in the Oil Conservation Division conference room, State Land Office Building, Santa Fe, New Mexico. Your attendance at this hearing is not required, but as an interest owner in the proposed proration unit you have a right to present testimony if you so desire. Failure to appear at that time will preclude you from challenging this application at a later date.

Very truly yours,

S. A. Reinert
Division Land Manager

Attachment

JDW/dpb

**BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION**

AMOCO EXHIBIT NO. _____

CASE NO. 8917 & 8919



Amoco Production Company

Houston Region
501 WestLake Park Boulevard
Post Office Box 3092
Houston, Texas 77253

R. E. Ogden
Regional Engineering
Manager

FEDERAL EXPRESS

May 8, 1986

File: JCA-986.51NM-1957

Re: Application for Compulsory Pooling
Section 10, Township 19 North,
Range 35 East, Union County, New Mexcio

State of New Mexico
Energy and Minerals Department
Oil Conservation Division
State Land Office Building
Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attention: R. L. Stamets, Director

Amoco Production Company respectfully requests the referenced compulsory pooling application be scheduled for the June 12, 1986 NMOCD Examiner's Hearing. Amoco seeks an order pooling all mineral interests from the base of the Cimmaron Anhydrite Marker to the top of the Precambrian Basement underlying Section 10, Township 19 North, Range 35 East, Union County, New Mexico, forming a standard 640-acre spacing and proration unit to be dedicated to the Bravo Dome Carbon Dioxide Gas Unit Well No. 1935-101F drilled at a standard well location 1650' FNL and 1650' FWL of said Section. Also included in the application will be the actual cost of drilling and completing the well, the allocation of these costs, charges for supervision, a charge for risk involved in drilling the well, and designation of Amoco as operator of the well.

Yours very truly,

SPS/rr

P 172 682 350

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982
* U.S.G.P.O. 1984-446-014

| | |
|---|----------------------------------|
| Sent to | Joy Beamer |
| Street and No. | 2081 Kingfisher Way |
| P.O., State and ZIP Code | Fairfield, CA 94533 |
| Postage | \$ |
| Certified Fee | |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to whom and Date Delivered | |
| Return receipt showing to whom, Date, and Address of Delivery | |
| TOTAL Postage and Fees | |
| Postmark or Date | WESTBROOK MAY 20 1982 USPS |

PS Form 3811, July 1983 447-846

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.

- Show to whom, date and address of delivery.
- Restricted Delivery.

3. Article Addressed to:

Joy Beamer
2081 Kingfisher Way
Fairfield, CA 94533

4. Type of Service:

- Registered Insured
 Certified COD
 Express Mail

Article Number

P.172-682-350

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature - Addressee

X X Joy D. Beamer

6. Signature - Agent

X

7. Date of Delivery

5/20/82

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 5

CASE NO. 8917 & 8919

CLIFTON WILDERSPIN

May 5, 1986

Re: E.W. Jones and Ella B. Jones, his wife
Unleased Mineral Interests - Tract # 990
Bravo Dome CO₂ Gas Unit
Union County, New Mexico

Amoco Production Company
P.O. Box 3092
Houston, Texas 77253

Attention: Mr. Jerry D. Webb

Gentlemen:

This report pertains to unleased mineral interests in Union County, New Mexico, falling within the Bravo Dome CO₂ Gas Unit, with the following legal description, to wit:

TOWNSHIP-19-NORTH, RANGE-35-EAST, N.M.P.M.
Section 9: NW $\frac{1}{4}$.

This unleased mineral interest amounts to one-sixth (1/6) of 160 acres, or 26.6667 net mineral acres, and it is owned by E.W. Jones and Ella B. Jones, his wife. This interest was reserved by the Jones's in a 1929 Warranty Deed, a certified copy of which is enclosed.

We have been unable to locate Mr. and Mrs. Jones. We have spoken with a number of elderly citizens in Union County, including Christina Brams, Goldie Miller, Dale Ellis and Lee Van Pelt. No one had heard of the E.W. Jones's.

The Warranty Deed referred to above was executed in San Bernardino County, California, as evidenced by the acknowledgment. However, the instrument does not provide an address for the Jones's.

We located the name E.W. Jones in the 1929 Union County Tax Rolls. The address listed is in care of F.P. Hardin, Nara Visa, New Mexico. We could not find any current telephone listings for a "Hardin" in Nara Visa, and no one we have spoken with has heard of him. The Jones's were listed in the Union County Tax Rolls as late as 1931, as owners of this tract.

| | | | |
|------------------|-----|-------------|----|
| RECEIVED | | | |
| WTD LAND HOUSTON | | | |
| MAY 3 '86 | | | |
| SAR | | | |
| AJS | CLR | GC | LM |
| DB | JP | KC | |
| T Webb | | | |
| Pls. Handle | | Pls. Note | |
| Info. | | Pls. See Me | |
| Pls. File | | Circulars | |
| Submitted | | Error | |

E.W. Jones and Ella B. Jones, his wife

Page 2

Pencilled in by the name in the 1931 book was the name Frank Packer, Union, Iowa. We were able to locate a Geneva Packer, daughter-in-law of the late Frank Packer; however, she had never heard of the Jones's nor could she give us any leads.

If we can be of further service in this regard, please contact us.

Very truly yours,

WILDERSPIN, INC.

By: 

Steven R. Jordan
P.O. Box 671
Clayton, New Mexico 88415

Enclosure

cc: Mr. Clifton Wilderspin
(less attachment)

WARRANTY DEED RECORD

E. W. Jones, at ux
TO
Jas. A. Snelling.

THIS INDENTURE, Made this 22 day of April
in the year of our Lord one thousand nine hundred and twenty-nine, between
E. W. Jones and Ella B. Jones, his wife,
parties of the first part, and
Jas. A. and Nettie Snelling,
parties of the second part,

STATE OF NEW MEXICO, }
County of Union. } ss.
I hereby certify that this instrument was filed
for record on the 3rd day of
May A.D. 1929,
at 10 o'clock A. M., and was duly recorded
A.D. 1929
Surry Robert § County Clerk
By James Taylor, Deputy

WITNESSETH, That the said parties of the first part, for and in consideration of the
sum of One Dollar ----- DOLLARS,
of the United States of America, to them
in hand paid by the said party of the second part, the receipt whereof is hereby con-
fessed, and acknowledged, have granted, bargained, sold, remised, conveyed, released and con-
firmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm
unto the said party of the second part, his heirs and assigns forever, all the
following-described lot or parcel of land and real estate, situate, lying and being in
the County of Union State of New Mexico, to-wit:

Northwest quarter Section nine Township nineteen North Range thirty-five E. N.M.P.M.
containing one hundred sixty acres.
Reserving a one sixth (1/6) interest in all oil, gas and Mineral rights in said land.
As shown on the plat of said _____ on file in the office of the County Clerk of said
County of Union, New Mexico,

TOGETHER WITH ALL AND SINGULAR, The lands, tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining and the reversions
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his
heirs and assigns, forever. And the said parties of the first part for their heirs, executors and administrators, doth covenant and agree, to and with the said
party of the second part his heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized
of the premises above conveyed, as of a good, sure, perfect and infesible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority
to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possession of the party of the second
part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first
part shall and will warrant and forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first
above written.

Signed, Sealed and Delivered in Presence of:
G. P. Harding, } E. W. Jones, (I.S.)
Judith Fisher. } Ella B. Jones. (I.S.)

California
STATE OF NEW MEXICO, } On this 22nd day of April A.D. 1929, before me personally appeared
COUNTY OF UNION } ss. E. W. Jones and Ella B. Jones, his wife,
to me known to be the person § San Bernardino described in and who executed the foregoing instrument, and acknowledged that they executed the same as their
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.
My commission expires Jan. 22, 1933.

G. P. Harding,
Notary Public, San Bernardino County,
California.

STATE OF NEW MEXICO, COUNTY OF UNION
Genevieve Dean, Clerk of Union County and its Probate
Court, do hereby certify the foregoing instrument is a

true and correct copy, of the original Warranty
Deed filed in my office
in Clayton, New Mexico, on May 5
1929

Genevieve Dean
Clerk
By: James Taylor
Deputy



RECOMMENDED PROVISIONS
BRAVO DOME 640 ACRE AREA
BDCDGU WELL NO. 1935-091K
ALL OF SECTION 9, T-19-N, R-35-E
BDCDGU WELL NO. 1935-101F
ALL OF SECTION 10, T-19-N, R-35-E

- I. That the prorata share of actual well costs attributable to the non-consenting working interest owner be withheld from production
- II. That the risk charge involved in drilling of BDCDGU Well No. 1934-331G is 200% of the prorata share of actual well costs attributable to the non-consenting working interest owner
- III. That the charges fixed as reasonable for supervision (combined fixed rates) be as follows:
 - \$4700/month while drilling
 - \$470/month while producing
- IV. The prorata share of expenditures for operating the well attributable to the non-consenting working interest owner be withheld from production
- V. That any unsevered mineral interest shall be considered a 7/8 working interest and a 1/8 royalty interest for the purpose of allocating costs and charges
- VI. That 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

SPS/060/rr

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

AMOCO EXHIBIT NO. 8

CASE NO. 8917 & 8919