

MAIN OFFICE

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July 20, 1965

Shell Oil Company  
P. O. Box 1858  
Roswell, New Mexico

Attention: Mr. O. V. Lawrence

Re: West Wilson Deep Unit  
Lea County, New Mexico

Gentlemen:

We acknowledge your letter of July 15, 1965, enclosing two copies of corrected Exhibit "A", two copies of corrected Exhibit "B", ratification by Carthay Land Company which commits Tracts 12 and 15-A to the West Wilson Deep Unit. We are enclosing one copy of our certificate of approval for subsequent joinder of Carthay Land Company to the unit.

As provided for under Section 23 of the West Wilson Deep Unit the ratification of Tract No. 12 and 15-A becomes effective as of the first day of the month following the approval by the Commissioner. Therefore, the effective date of this commitment is August 1, 1965. Section 23 of the unit also provides for the filing of this subsequent joinder with the Oil Conservation Commission. We consider this unit fully committed with the exception of fee tract No. 19.

Very truly yours,

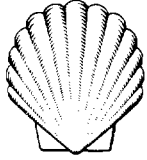
GUYTON B. HAYS  
COMMISSIONER OF PUBLIC LANDS

By

(Mr.) Ted Bilberry, Director  
Oil and Gas Department

GBH:MGR:oc  
encl.

cc: N. M. Oil Conservation Commission  
P. O. Box 2088  
Santa Fe, New Mexico



# SHELL OIL COMPANY

Room 630 Hinkle Building  
Roswell, New Mexico

August 18, 1965

Subject: Lea County, New Mexico  
West Wilson Deep Unit

Oil Conservation Commission  
State of New Mexico  
P. O. Box 2088  
Santa Fe, New Mexico

Gentlemen:

In accordance with the provisions of Section 23 of the above mentioned Unit Agreement we are attaching a copy of the Consent and Ratification of said agreement by Carthay Land Company.

The above mentioned subsequent joinder is for your information and files.

Yours very truly,

O. V. Lawrence  
Roswell District Land Agent

cc: Commissioner of Public Lands  
P. O. Box 1148  
Santa Fe, New Mexico  
Attention: Mrs. Marian Rhea

1965 AUG 20

MAILED  
65 AUG 20 AM

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Michael R. Simon  
Michael R. Simon, Assistant Secretary

ALCO OIL AND GAS CORPORATION

By D. S. Ramsay  
D. S. Ramsay, Vice President

CORPORATE

STATE OF LOUISIANA )  
PARISH OF LAFAYETTE )

The foregoing instrument was acknowledged before me this 27th day of

November, 1964, by D. S. Ramsay, who is Vice President of ALCO OIL AND GAS CORPORATION,

an Illinois corporation, for and on behalf of said corporation.

My Commission expires:

at death

Sharon Lee Bullock  
Notary Public for Lafayette Parish, Louisiana  
Sharon Lee Bullock

INDIVIDUAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 1964, by \_\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

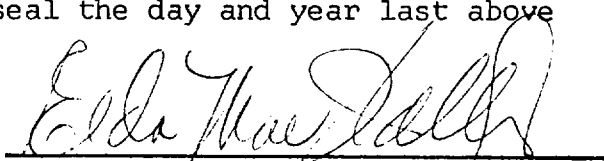
CARTHAY LAND COMPANY

By   
Nicholas G. Snyder, A Partner

STATE OF TEXAS §  
COUNTY OF HARRIS §

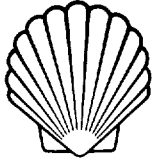
On this 6th day of July, 1965, before me personally appeared Nicholas G. Snyder, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he has executed the same as his free act and deed.

Witness my hand and official seal the day and year last above written.

  
Notary Public in and for  
Harris County, Texas

My Commission expires June 1, 1967

ELDA MAE WALTERS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1967



# SHELL OIL COMPANY

P. O. Box 1858  
Roswell, New Mexico

July 15, 1965

3129

Subject: Lea County, New Mexico  
West Wilson Deep Unit

MAIN OFFICE

Oil Conservation Commission  
State of New Mexico  
Santa Fe, New Mexico

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Gentlemen:

In connection with Case No. 3129, Order No. R-2805, we are enclosing a fully executed copy of the above mentioned Unit Agreement for your files.

Yours very truly,

O. V. Lawrence  
Roswell Division Land Manager

Enclosure

cc - Commissioner of Public Lands  
P. O. Box 1148  
Santa Fe, New Mexico

Attention Mrs. Marian Rhea

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE  
WEST WILSON DEEP UNIT AREA  
LEA COUNTY, NEW MEXICO

NO. \_\_\_\_\_

THIS AGREEMENT, entered into as of the 16th day of October 1964, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto;"

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty or other oil or gas interests in the unit area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943) as amended by Sec. 1 of Chapter 162, Laws of 1951, (Chap. 7, Art. 11, Sec. 39, N. M. Statutes 1953 Annot.), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap. 7, Art. 11, Sec. 41 N. M. Statutes 1953 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as the "Commission") is authorized by an Act of the Legislature (Chap. 72, Laws 1935; Chap. 65, Art. 3, Sec. 14 N. M. Statutes 1953 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the West Wilson Deep Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below defined unit area, and agree severally among themselves as follows:

1. UNIT AREA. The following described land below a depth of 5,200 feet is hereby designated and recognized as constituting the unit area:

Township 21-South, Range 34-East, N.M.P.M.

Section 8: East 1/2 West 1/2 and East 1/2  
Section 9: All  
Section 16: All  
Section 17: All  
Section 20: All  
Section 21: North 1/2  
containing 3,360 acres, more or less,  
Lea County, New Mexico.

Exhibit A attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the unit operator. Exhibit B attached hereto is a schedule showing to the extent known to the unit operator the acreage, percentage and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown on said map or schedule as owned by such party. Exhibits A and B shall be revised by the unit operator whenever changes in ownership in the unit area render such revisions necessary or when requested by the Commissioner of Public Lands, hereinafter referred to as "Commissioner".

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement."

2. UNITIZED SUBSTANCES. All oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations below a depth of 5,200 feet of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. UNIT OPERATOR. Shell Oil Company whose address is P. O. Box 1509, Midland, Texas, is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit B, and agrees and consents to accept the duties and obligations of unit operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

4. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

Unit operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new unit operator. Such removal shall be effective upon notice thereof to the Commissioner.

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof if no such new unit operator is elected, to be used for the purpose of



conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

5. SUCCESSOR UNIT OPERATOR. Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five per cent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five per cent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election may declare this unit agreement terminated.

6. ACCOUNTING PROVISIONS. The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing,

storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of unit operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the unit operator, in its capacity as unit operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

8. DRILLING TO DISCOVERY. The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to test the Morrow formation or to such a depth as unitized substances below 5200 feet shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that the unit operator shall not, in any event, be required to drill said well to a depth in excess of 13,900 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner, or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

The Commissioner may modify the drilling requirements to this section by granting reasonable extensions of time when in his opinion such action is warranted.

Upon failure to comply with the drilling provisions of this article the Commissioner may, after reasonable notice to the unit operator and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated, and all rights, privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

9. OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES.

Should unitized substances in paying quantities be discovered upon the unit area the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter file a report with the Commissioner and Commission of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this agreement by the Commissioner of Public Lands is to secure the orderly development of the unitized lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of unitized substances.

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units but in such event the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by Sec. 7-11-14, N. M. Statutes 1953 Annotated of intention to cancel on account of any alleged breach of said covenant for reasonable development and any decision entered thereunder shall be subject to appeal in the manner prescribed by Sec. 7-11-17, N. M. Statutes 1953 Annotated and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be

terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

10. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

11. ALLOCATION OF PRODUCTION. All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tract of said unitized area.

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES. All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the unit operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all unitized substances allocated to the respective leases committed hereto.

If the unit operator introduces gas obtained from sources other than the unitized substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of unitized substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by the Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA. The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the

respective terms of said leases and agreements will be extended insofar as necessary to coincide with the term of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production of a well or wells for unitized substances on the unit area shall be construed and considered as the commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offsets to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the

expiration of the secondary term, the lessee or the unit operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil and gas, or either of them, are being produced in paying quantities from any portion of said lands.

14. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State laws or regulations.

15. DRAINAGE. In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the unit area draining unitized substances from the lands embraced therein, unit operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

16. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder the grantee, transferee or other successor in interest. No assignment or transfer or any working, royalty or other interest subject hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photostatic or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Commissioner and shall terminate in two years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid. This agreement may be terminated at any time

by not less than seventy-five per cent (75%) on an acreage basis of the owners of the working interests signatory hereto with the approval of the Commissioner. Likewise, the failure to comply with the drilling requirements of Section 8 hereof may subject this agreement to termination as provided in said section.

18. RATE OF PRODUCTION. All production and the disposal thereof shall be in conformity with allocations, allotments and quotas made or fixed by the Commission and in conformity with all applicable laws and lawful regulations.

19. APPEARANCES. Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Commissioner of Public Lands and the New Mexico Oil Conservation Commission, and to appeal from orders issued under the regulations of the Commissioner or Commission or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Commission; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceeding.

20. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given, if given in writing and sent by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

21. UNAVOIDABLE DELAY. All obligations under this agreement requiring the unit operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the unit operator despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, war, acts of God, Federal, State or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the unit operator whether similar to matters herein enumerated or not.

22. LOSS OF TITLE. In the event title to any tract of unitized land or



substantial interest therein shall fail and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

23. SUBSEQUENT JOINDER. Any oil or gas interest in lands within the unit area not committed hereto prior to the submission of this agreement for final approval by the Commissioner may be committed hereto by the owner or owners of such rights subscribing or consenting to this agreement or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Commission of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties before participating in any benefits hereunder shall be required to assume and pay to unit operator their proportionate share of the unit expense incurred prior to such party's or parties' joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment or revenue.

24. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties or may be ratified or consented to be separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or

claiming an interest in the lands within the above described unit area.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR

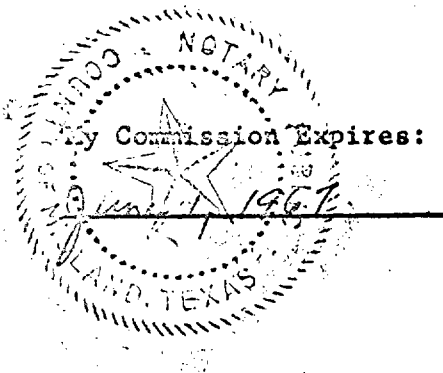
By

J. V. Lindsey  
Attorney-in-Fact

STATE OF TEXAS     )  
                              )  
COUNTY OF MIDLAND)

Before me, the undersigned authority, on this day personally appeared J. V. Lindsey, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Shell Oil Company, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the free act and deed of said Shell Oil Company in the capacity therein stated.

Given under my hand and seal of office this 4 day of June, 1965.



Rosalyn Magee  
Notary Public in and for  
Midland County, Texas.

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

*J. H. Humphreys*  
Assistant Secretary

AMERADA PETROLEUM CORPORATION

By *[Signature]*

Senior Vice President

CORPORATE

STATE OF OKLAHOMA }

COUNTY OF TULSA }

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of

December, 1964, by John P. Hammond, who is

Senior Vice President of Amerada Petroleum Corporation,

a Delaware corporation, for and on behalf of said corporation.

My Commission expires:

Mary Dixon, Notary Public

in and for State of Oklahoma

My commission expires August 12, 1968

*Mary Dixon*  
Notary Public

INDIVIDUAL

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 1964, by \_\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SINCLAIR OIL & GAS COMPANY

BY

R. M. Koblish  
Vice-President

CORPORATE

STATE OF TEXAS

COUNTY OF MIDLAND

APPROVED	
SUBS.	<u>gt</u>
FORM	<u>mc</u>

The foregoing instrument was acknowledged before me this 14th day of

December, 1964, by R. M. Koblish, who is Vice -

President of Sinclair Oil & Gas Company

a Maine

corporation, for and on behalf of said corporation.

My Commission expires:

Ellen Miller ELLEN MILLER

Notary Public in and for Midland County,  
Texas.

June 1, 1965.

INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 1964, by \_\_\_\_\_

My Commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE PURE OIL COMPANY

By

[Signature]  
Division Manager,  
Southern Producing Division

APPROVED
Desc. <u>DHC</u>
Form <u>TUM</u>
Terms <u>DHC</u>

CORPORATE

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2 day of May, 1964, by W. K. Lewright, who is Division Manager of the Southern Producing ~~xxx~~ Division of The Pure Oil Company

an Ohio corporation, for and on behalf of said corporation.

My Commission expires:

[Signature]  
Notary Public

JO ANN BREWER

INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1964, by \_\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

CITIES SERVICE OIL COMPANY

By: Mark F. Payton  
Mark F. Payton, Attorney-in-Fact

CORPORATE

STATE OF Oklahoma }  
COUNTY OF Washington }

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, <sup>1965</sup>~~1964~~, by Mark F. Payton, who is Attorney-in-Fact of CITIES SERVICE OIL COMPANY

a Delaware corporation, for and on behalf of said corporation.  
My Commission expires: Virginia Marshall  
My commission expires July 2, 1967 Notary Public

INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1964, by \_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area, embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Fred R. Whitaker  
Fred R. Whitaker  
Leila B. Whitaker  
Leila B. Whitaker

CORPORATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1964, by \_\_\_\_\_, who is \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, for and on behalf of said corporation.

My Commission expires:

Notary Public

INDIVIDUAL

STATE OF New Mexico }  
COUNTY OF Lea }

The foregoing instrument was acknowledged before me this 27th day of November, 1964, by Fred R. Whitaker and Leila B. Whitaker, his wife

My Commission expires:

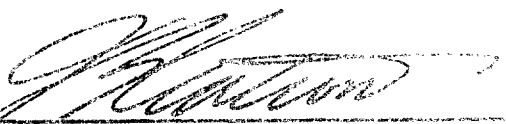
James B. Johnson  
Notary Public

August 13, 1966

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

  
\_\_\_\_\_  
J. B. Catron, Individually and as Remaining  
Agent and Trustee Under that Certain  
Contract Entered into by and Among Isabelle  
C. Catron, et al, Under Date of March 1, 1953

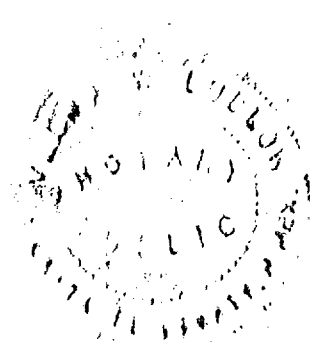
STATE OF NEW MEXICO )  
                              :  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1965, by J. B. Catron, Individually and as Remaining Agent and Trustee under that Certain Contract Entered into By and Among Isabelle C. Catron, et al, Under Date of March 1, 1953.

My Commission Expires:

7-31-68

  
\_\_\_\_\_  
Notary Public





CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the land, hold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mabel E. Hale  
Elwyn C. Hale

EXHIBIT

XXXXXXXXXX )  
XXXXXXXXXX )

STATE OF NEW MEXICO )  
                                  : ss  
COUNTY OF CHAVES )

The foregoing instrument was acknowledged before me this 9th day of December, 1964 by Elwyn C. Hale.

My Commission Expires:  
Nov. 26, 1968

Michael J. Hall  
Notary Public

INDIVIDUAL

STATE OF CALIFORNIA )  
CITY AND )  
COUNTY OF SAN FRANCISCO )

The foregoing instrument was acknowledged before me this 5th day of December, 1964, by MABEL E. HALE

My Commission expires:  
January 8, 1968

Harriet Riley  
Notary Public

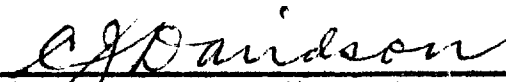
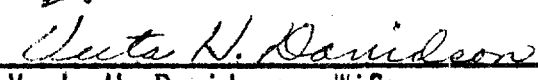
HARRIET RILEY  
NOTARY PUBLIC - CALIFORNIA  
CITY AND COUNTY OF  
SAN FRANCISCO

ILLEGIBLE

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.


IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

<hr/> <hr/> <hr/>	<div style="text-align:center"> C. J. Davidson - Husband</div> <div style="text-align:center"> Veeta H. Davidson - Wife</div> <hr/>
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STATE OF TEXAS     )  
                          )  
COUNTY OF TARRANT )     SS.

On this 24th day of December, 1964, before me personally appeared C. J. DAVIDSON and wife, VEETA H. DAVIDSON, to me known to be the persons 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 above written.

  
\_\_\_\_\_  
Notary Public in and for Tarrant  
County, Texas

ALICE   WARD

My commission expires 6 - 1 - 65



CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: *Elizabeth H. Merchant*  
\_\_\_\_\_  
Secretary

LBM CATTLE COMPANY, INC.  
By: *L. B. Merchant*  
\_\_\_\_\_  
President

CORPORATE

STATE OF NEW MEXICO )  
COUNTY OF EDDY )

The foregoing instrument was acknowledged before me this 7th day of December, 1964, by L. B. Merchant, who is President of LBM Cattle Company, Inc. a New Mexico corporation, for and on behalf of said corporation.

My Commission expires:  
October 6, 1965

*Peggy L. Pugh*  
\_\_\_\_\_  
Notary Public

INDIVIDUAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1964, by \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Michael R. Simon  
Michael R. Simon, Assistant Secretary

ALCO OIL AND GAS CORPORATION

By D. S. Ramsay  
D. S. Ramsay, Vice President

CORPORATE

STATE OF LOUISIANA }  
PARISH OF LAFAYETTE }

The foregoing instrument was acknowledged before me this 27th day of November, 1964, by D. S. Ramsay, who is Vice President of ALCO OIL AND GAS CORPORATION, an Illinois corporation, for and on behalf of said corporation.

My Commission expires: at death

Sharon Lee Bullock  
Notary Public for Lafayette Parish, Louisiana  
Sharon Lee Bullock

INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1964, by \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
WEST WILSON DEEP UNIT AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the West Wilson Deep Unit Area embracing lands situated in Lea County, New Mexico, which said agreement is dated the 16th day of October, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the West Wilson Deep Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgements.

CARTHAY LAND COMPANY

By Nicholas G. Snyder, A Partner

STATE OF TEXAS §

COUNTY OF HARRIS §

On this 6th day of July, 1965, before me personally appeared Nicholas G. Snyder, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he has executed the same as his free act and deed.

Witness my hand and official seal the day and year last above written.

Elida Mae Walters  
Notary Public in and for  
Harris County, Texas

My Commission expires June 1, 1967

ELIDA MAE WALTERS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1967

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING  
CALLED BY THE OIL CONSERVATION  
COMMISSION OF NEW MEXICO FOR  
THE PURPOSE OF CONSIDERING:

CASE No. 3129  
Order No. R-2805

APPLICATION OF SHELL OIL COMPANY  
FOR APPROVAL OF THE WEST WILSON  
DEEP UNIT AGREEMENT, LEA COUNTY,  
NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on November 12, 1964, at Santa Fe, New Mexico, before Examiner Elvis A. Utz.

NOW, on this 24th day of November, 1964, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the applicant, Shell Oil Company, seeks approval of the West Wilson Deep Unit Agreement covering 3360 acres, more or less, of State and Fee lands described as follows:

LEA COUNTY, NEW MEXICO  
TOWNSHIP 21 SOUTH, RANGE 34 EAST, NMPM  
Section 8: E/2 W/2 and E/2  
Section 9: All  
Section 16: All  
Section 17: All  
Section 20: All  
Section 21: N/2

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

(1) That the West Wilson Deep Unit Agreement is hereby approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing, in any manner, any right, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.


(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico; that this order shall terminate ipso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

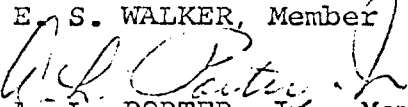
(5) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION

  
JACK M. CAMPBELL, Chairman

  
E. S. WALKER, Member

  
A. L. PORTER, JR., Member & Secretary

S E A L

esr/

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**WEST WILSON DEEP UNIT, LEA COUNTY, NEW MEXICO**

---

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated October 16, 1964, which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

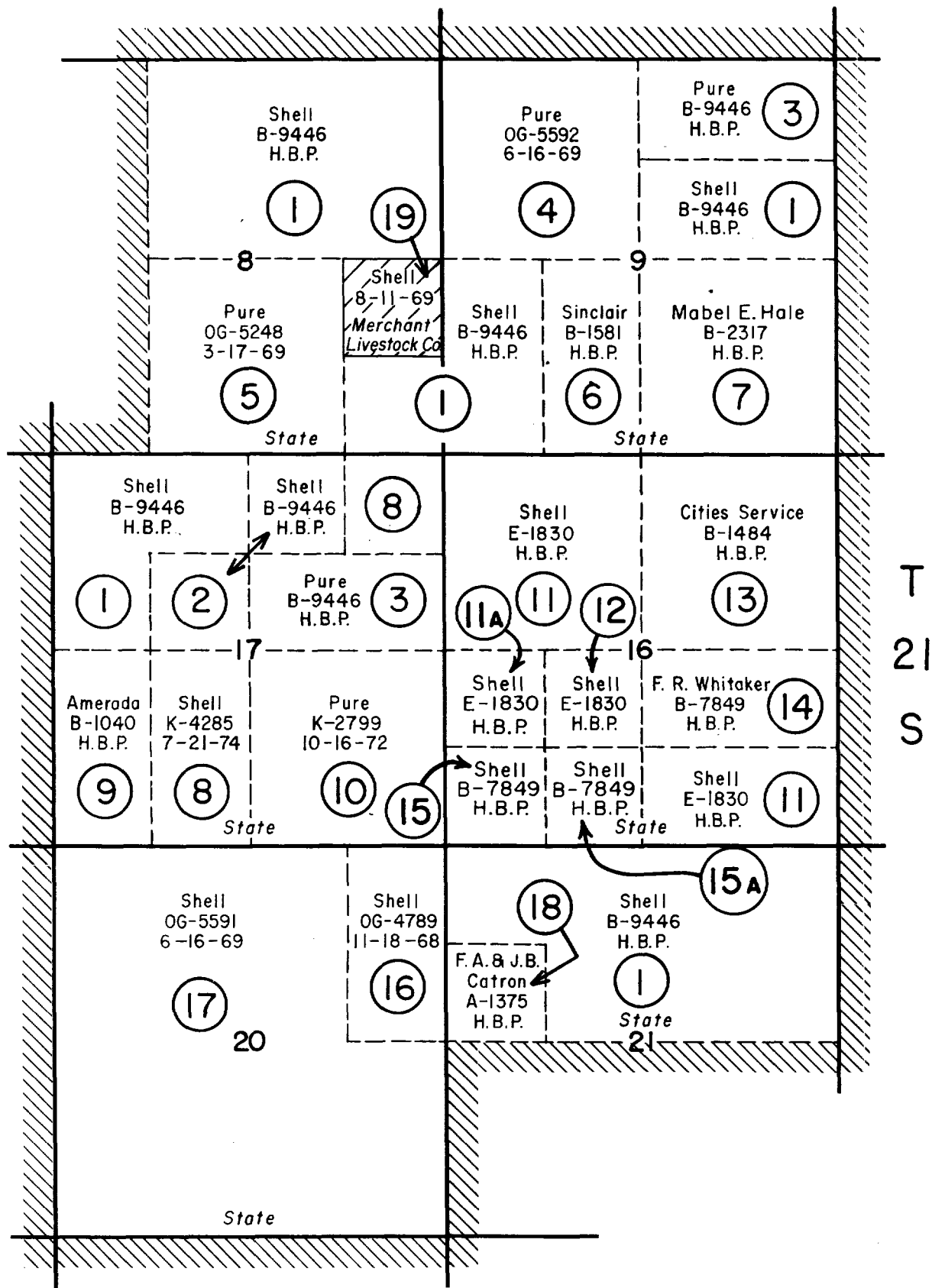
NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the afore-said statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th day of June, 19 65.

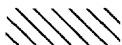
  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico



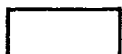
R 34 E



TRACT NUMBER



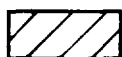
UNIT OUTLINE



STATE LAND

3320 ACRES

98.81 %



FEE LAND

40 ACRES

1.19 %

3360 ACRES

100.00 %

WEST WILSON DEEP UNIT AREA

LEA COUNTY, N. M.

EXHIBIT "A"

EXHIBIT "B"  
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF ALL LANDS IN THE  
WEST WILSON DEEP UNIT AREA, LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	Serial No. No. and Expiration Date of Lease	Basic Royalty and Ownership Percentage	Lessee of Record	Overriding Royalty or Production Payment and Percentage	Working Interest and Percentage
1	E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 9; N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 17; NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 21, All in T-21-S, R-34-E	840 B-9446-4 12-9-51 HBP	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
2	SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 17, T-21-S, R-34-E	80 B-9446-5 12-9-51 HBP	12 $\frac{1}{2}$ % State - All	Alco Oil & Gas Corporation	Alco Oil and Gas Corporation 6 $\frac{1}{4}$ %	Shell Oil Company 81 $\frac{1}{4}$ %
3	N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 17, T-21-S, R-34-E	160 B-9446-3 12-9-51 HBP	12 $\frac{1}{2}$ % State - All	The Pure Oil Company	None	The Pure Oil Company 87 $\frac{1}{2}$ %
4	NW $\frac{1}{4}$ of Sec. 9, T-21-S, R-34-E	160 OG-5592 6-16-69	12 $\frac{1}{2}$ % State - All	The Pure Oil Company	None	The Pure Oil Company 87 $\frac{1}{2}$ %
5	E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 8, T-21-S, R-34-E	160 OG-5248-1 3-17-69	12 $\frac{1}{2}$ % State - All	The Pure Oil Company	None	The Pure Oil Company 87 $\frac{1}{2}$ %
6	E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 9, T-21-S, R-34-E	80 B-1581-6 1-4-43 HBP	12 $\frac{1}{2}$ % State - All	Sinclair Oil & Gas Company	None	Sinclair Oil & Gas Company 87 $\frac{1}{2}$ %
7	SE $\frac{1}{4}$ of Sec. 9, T-21-S, R-34-E	160 B-2317-2 12-18-43 HBP	12 $\frac{1}{2}$ % State - All	Mabel E. Hale	None	Mabel E. Hale 87 $\frac{1}{2}$ %
8	NE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 17, T-21-S, R-34-E	120 K-4285 7-21-74	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
9	W $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 17, T-21-S, R-34-E	80 B-1040 7-11-42 HBP	12 $\frac{1}{2}$ % State - All	Amerada Petroleum Corporation	None	Amerada Petroleum Corporation 87 $\frac{1}{2}$ %
10	SE $\frac{1}{4}$ of Sec. 17, T-21-S, R-34-E	160 K-2799 10-16-72	12 $\frac{1}{2}$ % State - All	The Pure Oil Company	None	The Pure Oil Company 87 $\frac{1}{2}$ %

Tract No.	Description of Land	Serial No. No. and Expiration of Lease	Basic Royalty and Ownership Percentage	Lessee of Record	Overriding Royalty or Production Payment and Percentage	Working Interest and Percentage
11	NW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	240 E-1830-1 4-10-58 HBP	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
11A	NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	40 E-1830-4 4-10-58 HBP	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
12	NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	40 E-1830-3 4-10-58 HBP	12 $\frac{1}{2}$ % State - All	Carthay Land Company	None	Shell Oil Company 87 $\frac{1}{2}$ % (Unitized Substances)
13	NE $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	160 B-1484 12-19-42 HBP	12 $\frac{1}{2}$ % State - All	Cities Service Oil Company	None	Cities Service Oil Company 87 $\frac{1}{2}$ %
14	N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	80 B-7849 11-10-48 HBP	12 $\frac{1}{2}$ % State - All	Fred R. Whitaker	C. J. Davidson 10.9375%	Fred R. Whitaker 76.5625%
15	SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	40 B-7849-8 11-10-48 HBP	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
15A	SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 16, T-21-S, R-34-E	40 B-7849-7 11-10-48 HBP	12 $\frac{1}{2}$ % State - All	Carthay Land Company	None	Shell Oil Company 87 $\frac{1}{2}$ % (Unitized Substances)
16	E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 20, T-21-S, R-34-E	80 OG-4789 11-18-68	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
17	W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ and S $\frac{1}{2}$ of Sec. 20, T-21-S, R-34-E	560 OG-5591 6-16-69	12 $\frac{1}{2}$ % State - All	Shell Oil Company	None	Shell Oil Company 87 $\frac{1}{2}$ %
18	SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 21, T-21-S, R-34-E	40 A-1375 12-5-38 HBP	12 $\frac{1}{2}$ % State - All	F. A. Catron and J. B. Catron	None	F. A. Catron and J. B. Catron 87 $\frac{1}{2}$ %
19	NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 8, T-21-S, R-34-E	40 8-11-69	18.75% Merchant Live-stock Company (67.63%) L.B.M. Cattle Company (32.37%)	Shell Oil Company	None	Shell Oil Company 81.25%
18 Tracts, State Land		3320 Acres			98.81%	



3129

# SHELL OIL COMPANY

P. O. Box 1858  
Roswell, New Mexico

October 29, 1964

Subject: Lea County, New Mexico  
Skyhawk Area  
Proposed West Wilson Deep Unit.

New Mexico Oil Conservation Commission  
P. O. Box 2088  
Santa Fe, New Mexico

Gentlemen:

Supplementing our letter of October 9, 1964, we now attach a copy of our Proposed West Wilson Deep Unit Agreement.

The above agreement is in connection with Case 3129, and if there is anything further that you will require in this regard, please do not hesitate to call us.

Yours very truly,

O. V. Lawrence  
Roswell Division Land Manager

Attachment

MAILED  
OCT 30 AM '64

MAIN (10-10-10)

64 NOV 9 AM 10

3129

November 6, 1964

Shell Oil Company  
P. O. Box 1858  
Roswell, New Mexico

Re: Proposed West Wilson Deep Unit  
Lea County, New Mexico

Attention: Mr. O. V. Lawrence

Gentlemen:

This office approves the West Wilson Deep Unit, Lea County, New Mexico, as to form and content, subject to changes in form as agreed to by you in our telephone conversation November 5, 1964.

We would also suggest that on page five (5) Section 8 line five (5) after unitized substances you insert "below 5200 feet".

Very truly yours

E. S. JOHNNY WALKER  
COMMISSIONER OF PUBLIC LANDS

BY:

Ted Bilberry, Director  
Oil & Gas Department

ESW/mmr/v

cc:

Oil Conservation Commission  
Santa Fe, New Mexico

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Document Title  
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Document Status

This document describes the process for  
documenting the system, as defined by the  
system architecture. It is intended to  
provide a clear and concise description  
of the system and its components.

The document is organized into five main  
sections: Introduction, System  
Architecture, Implementation, Testing,  
and Conclusion.

Document History

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