

PETROLEUM PRODUCTS

PRODUCING DEPARTMENT WEST UNITED STATES MIDLAND DIVISION

October 15, 1979

TEXACO. INC. P. O. BOX 3109 MIDLAND, TEXAS 79702

255883 - New Mexico State Lease B-935 Lea County, New Mexico

Mr. Jerry Sexton, Director New Mexico Oil Conservation Commission Hobbs, New Mexico 88240

Dear Mr. Sexton:

Attached are three Xerox copies of a Communitization Agreement providing for the communitization of the West Half (W/2) of Section 12, T-22-S, R-34-E, N.M.P.M., Lea County, New Mexico, as to the Morrow formation. As Exhibit "A" indicates Texaco Inc. is to be Operator, committing acreage originally leased from the State of New Mexico by Exxon, which operating rights Exxon conveyed to Texaco in 1978. Exhibit "A" also lists four other parties to this communitization, being two lessees of record and two mineral owners.

Texaco has attached the executed Communitization Agreement forms from these two lessees of record, Lawson and Hannifin, and the two mineral owners, Gridley and Bosserman. Texaco lacks the executed Communitization Agreement of Exxon, signing as Lessee of Record of the State of New Mexico. This is pending as of this date, and Texaco should receive Exxon's executed Communitization Agreement at any time.

Yours very truly,

D. T. McCreary Division Manager

By A

R. G. Brown Assistant to Division Manager

CSH-BW Attachments

State of New Mexico



- 1

ALEX J. ARMIJO COMMISSIONER



Commissioner of Public Lands

P. O. BOX 1148 SANTA FE, NEW MEXICO 87501

COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO) KNOW ALL MEN BY THESE PRESENTS:) COUNTY OF)

THAT THIS AGREEMENT* is entered into as of the <u>3rd of October</u>, 19<u>79</u>, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, The Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978 Laws, in the interest of conservation of oil and gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil and gas lessees of State lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy and Minerals Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the parties hereto, being oil and gas lessees of record, and mineral owners, and mineral ownership /covering lands subject to this agreement, insofar as such leases/cover the and mineral ownership lands hereinafter described, which leases/are more particularly, described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes, and INVERTALS, said leases (insofar as inversion).

WHEREAS, said leases,/insofar as they cover the Morrow Formation (hereinafter referred to as "said formation") in and

State of New Mexico



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Commissioner of Public Lands

under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their reand mineral ownership spective interests in said leases/subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

 The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 22 South Range 34 East N.M.P.M.

Section 12 W/2

Lea County, New Mexico

containing <u>320</u> acres, more or less, and so hereby declare that it is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath said land in accordance with the spacing rules of the Oil Conservation Division of the New Mexico Energy and Minerals Department, State of New Mexico, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communiand mineral ownership tize, for proration or spacing purposes only the leases/described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Sub-

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stances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit "A" showing the acreage, and ownership (Lessees of Record, Mineral Owners) of all lands within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated and mineral ownership among the leases/described in Exhibit "A" hereto in the proportion that and mineral ownership the number of surface acres covered by each of such leases/and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share of the communitized substances allocated to such tract, and operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area,

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nor shall the undersigned be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The Commencement, Completion, and Continued operation of production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws or statutes. This Agreement shall be subject to all applicable Federal and State Laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. <u>TEXACO INC.</u> shall be the Operator of said communitized area and all matters of operation shall be determined and performed by <u>TEXACO INC.</u>.

9. This Agreement shall be effective as of the date herein-above written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full



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force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in commercial quantities; provided, however, that prior to production in commercial quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy and Minerals Department, and the Commissioner of Public Lands, of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy and Minerals Department, upon which this agreement is predicated or based is in anyway changed or modified, then and in such event said agreement is likewise modified to conform thereto.

13. 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 by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart,

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Commissioner of Public Lands

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ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This Agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR:	TEXACO INC.
APPROVED AS TO Contract	BY: Attorney-in-Fact
LESSEES OF RECORD:	EXXON COMPANY, USA (Humble)
ROYCE E. LAWSON, JR.	Robert H. Manuf ROBERT H. HANNIFIN
MINERAL OWNERS OF RECORD:	DON E. GRIDLEY
	JOHN E. BOSSERMAN
STATE OF <u>TEXAS</u>)) S COUNTY OF <u>MIDLAND</u>)	S
The foregoing instrument wa day of <u>celeter</u> 1979 in Fact on behalf of <u>TEXACO</u>	by D. T. McCherry, as Attorney TNC. Company.
My Commission Expires	NOTARY PUBLIC Carolyn Cason

1. ····	
STATE OF <u>(Nas)</u>) SS COUNTY OF <u>Midland</u>) SS	
COUNTY OF Midland) SS	
The foregoing instrument was acknowledged bef	ore me this 9th
day of October, 197 g by Royce E. H	
in Fact on belaif of	Compense
A contraction of the second seco	
<u>5-19-80</u> My Commission Expires:	Motary Public
My Commission Expires:	NOTARY PUBLIC
STATE OF Ledace)	
STATE OF <u>legas</u>) COUNTY OF <u>Midland</u>) SS	
The foregoing instrument was acknowledged before	
day of <u>Actuals</u> , 197 <u>9 by Reliest</u>	Hunnelin, as Attorney
in Fact on behalf of	Company.
<u> </u>	(1)
My Commission Expires:	NOTARY PUBLIC
STATE OF) COUNTY OF) SS	
COUNTY OF)	
The foregoing instrument was acknowledged befo	re me this
lay of,197by	,as Attorney
in Fact on behalf of	Company
My Commission Expires:	NOTARY PUBLIC
	MOTARI FUBLIC
TATE OF)	
OUNTY OF) SS	
The foregoing instrument was acknowledged befor	ce me this
lay of,197by	
n Fact on behalf of	Company.
My Commission Expires:	NOTARY PUBLIC

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EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated

October 3, 1979, by and between Texaco Inc. (Operator), Exxon (Lessee of	:
Record), R. E. Lawson, Jr., R. H. Hannifin, D. E. Gridley and J. E. Bosserman	1
Company covering the <u>W/2</u> Section <u>12</u> Township <u>22</u> South	
Range <u>34 East</u> , N.M.P.M., Lea County, New Mexico	
Operator of Communitized Area:	
Company TEXACO INC.	
Description of Leases Committed:	
Company <u>TEXACO INC.</u> et al	
<u>Tract No. 1</u>	
Lessor: State of New Mexico acting by and through its Commissioner of Public Lands	
Lessee of Record: Serial No. of Lease: Date of Lease: Description of Lands Committed: No. of Acres: Lessee of Record: Exxon Company, U.S.A. (Humble) B-935 June 6, 1932 SW/4, S/2 NW/4, NE/4 NW/4 of Section 12, T-22-S, R-34-E, NMPM, Lea Co., NM 280	
(100% of 280 acres)	
Tract No, 2	
Lessor: Merchant Livestock CO. State of New Mexico acting by and through its Commissioner of Public Lands	
Lessee of Record: Serial-No: of Lease:Fee lands lease None Date of Lease: Committed: Lessee of Record: R. E. Lawson, Jr. and R. H. Hannifin None July 27, 1979 Undivided interest in NW/4 NW/4 of Sec 12, T-22-S, R-34-E, NMPM, Lea Co., NM	2.

No. of Acres:

۰,

<u>27.052</u> (67.63% of 40 acres)

Tract No. 3		
Lessor:		State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: Mineral Serial No. of Lease: Date of Lease: Description of Lands Committed: No. of Acres	. Owner:	Don E. Gridley None Unleased Undivided interest in NW/4 NW/4 of 12, T-22-S, R-34-E, NMPM, Lea Co., 6.474 (16.185% of 40 acres)
	Company	<u>.</u>
Tract No. 4		
Lessor:		State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: Mineral Serial No. of Lease: Date of Lease: Description of Lands Committed: No. of Acres:	Owner:	John E. Bosserman None Unleased Undivided interest in NW/4 NW/4 of 12, T-22-S, R-34-E, NMPM, Lea Co., 6.474
		(16.185% of 40 acres)
	RECAPIT	ULATION
TRACT NO.	NO. OF A	
Lease No. 1 (B-935)	280.0	00 87.50000%
Lease No. 2	27.0	52 8.453750%
Lease-No-3 Mineral Int	. 6.4	74 2.023125%
Lease No. 4 Mineral Int	6.4	2.023125%
	320.0	00 100.00000%

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Submit 5 Copies Appropriate District Office DISTRICT I

P.O. Box 1980, Hobbs, NM 88240

DISTRICT II P.O. Drawer DD, Artesia, NM 88210

DISTRICT III 1000 Rio Brazos Rd., Aztec, NM 87410

State of New Mexico Energy, Minerals and Natural Resources Department

Form C-104 Revised 1-1-89 See Instructio at Bottom of Page

Line

County

OIL CONSERVATION	DIVISION
PO Box 2088	

Santa Fe, New Mexico 87504-2088

DECLIECT FOR ALL OWNERS FOR ALL	
I. REQUEST FOR ALLOWABLE AND AUTHORIZATION	
1. TO TRANSPORT OIL AND NATURAL GAS	
Well	APINO. D-025-26505
P.O. Box 730 Hobbs, New Mexico 88240-2528 Reason(s) for Filing (Check proper box)	
New Well Change in Transporter of: EFFECTIVE 6-1-91	
Change in Operator	
If change of operator give name and address of previous operator Texaco Inc. P.O. Box 730 Hobbs, New 1	Mexico 88240-2528
II. DESCRIPTION OF WELL AND LEASE	
Tew Parko "DU" State Gram Ridas East Normer 1950	of Lease Lease No. Federal or Fee B-935
Unit Latter F 1980 - Macha	
	et From The <u>West</u> Lin
Section 12 Township 223 Range 34E, NMPM, LCQ	County

III. DESIGNATION OF TRANSPORTER OF OIL AND NATURAL GAS

Name of Authorized Transporter of Oil	or Condensate		Address (C)
	o. condensate		Address (Give address to which approved copy of this form is to be sent)
lekaco Iradina + Transporta	tion the in	20 0002	DD Row (Re Althe) The The
Name of Authorized Transferrer (Co.)	<u>1.6 1, 21.C. 10</u>	10-0525	PO BOX 696 Midbard TX 79711-0196
	or Dry (Gas 🔀	Address (Give address to which approved copy of this form is to be sent)
El Paso Natural Gas Co.		ليتيها	(or the sent)
			PO BOX 1384 JUL NM 88252
If well produces oil or liquids, Unit	Sec. Two.	Pre	
give location of tanks.		L LKE	Is gas actually connected? When ?
	ILL ILLS	134E	Ves 1 Amont 21, 1000
If this production is commingled with that from any	then loss of the second second		103 1 MUSI 40, 1700
If this production is commingled with that from any o	ther lease or pool, give	e commingli	ing order number:

IV. COMPLETION DATA Oil Well Gas Well

Designate Type of Completion	on - (X)			New Well	Workover	Deepen	Plug Back	Same Res'v	Diff Res'v
Date Spudded	Date Com	pl. Ready to Pr		Total Depth	L		ļ	I	
	1	,		Dopai			P.B.T.D.		
Elevations (DF, RKB, RT, GR, etc.)	Name of P	roducing Form	etion	Top Oil/Gas 1	Da 1/				
		ioneoning i onn		Top Old Cas I	ay.		Tubing Dep	th	
Perforations				·					
							Depth Casin	g Shoe	
· · · · · · · · · · · · · · · · · · ·		TIDDIC C							
		UBING, CA	ASING AND	CEMENTIN	NG RECOR	D			
HOLE SIZE		SING & TUBI	NG SIZE		DEPTH SET		S	SACKS CEME	INT
·									

V. TEST DATA AND REQUEST FOR ALLOWABLE

OIL WELL (Test must be after recovery of total volume of load oil and must be equal to or exceed top allowable for this depth or be for full 24 hours.) Run To Tank Date of Test Producing Method (Flow, pump, gas lift, etc.) Date First New Oil Run To Tank

		realing method (riow, pump, gas 191, etc.)			
Length of Test	Tubing Pressure	Casing Pressure	Choke Size		
Actual Prod. During Test	Oil - Bbls.	Water - Bbls.	Gas- MCF		
GAS WELL					
Actual Prod. Test - MCF/D	Length of Test	Bbls. Condensate/MMCF	Gravity of Condensate		
President Martin Land					

esting Method (puot, back pr.)	Tubing Pressure (Shut-in)	Casing Pressure (Shut-in)	
	-	Coming Pressure (Silut-III)	Choke Size
A. OPERATOR CERTIFIC I hereby certify that the rules and reg Division have been complied with an is true and complete to the best of my M. Channer	that the information given above	OIL CONSERV Date Approved	ATION DIVISION JUN 031991,
Signature M.C. Duncan Printed Name 7-8-91 Date	Engineer's Assistant Tile 39307191 Telephone No.		VED BY JERRY CEXTON T I SUPERVISOR

INSTRUCTIONS: This form is to be filed in compliance with Rule 1104

- 1) Request for allowable for newly drilled or deepened well must be accompanied by tabulation of deviation tests taken in accordance with Rule 111.
- 2) All sections of this form must be filled out for allowable on new and recompleted wells.
- 3) Fill out only Sections I, II, III, and VI for changes of operator, well name or number, transporter, or other such changes.
- 4) Separate Form C-104 must be filed for each pool in multiply completed wells.

RECLIN **MAY 2** 8 769 HOBBS

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OPR TEXACO INC.	STATE	D Conservations Representations Provident
	API	30-025-2650
Son 12 Mexico "DU" State	мар	
Sec 12, T22S, R34E	CO-08	
1980' FNL, 1650' FWL of Sec		4-3-12 NM
21 mi SE/Halfway 5010-30-7	0 (110	
WELL CLASS INTER		3-26-80
1 J/0 al 400 W/475 ov 1	NDG FLI	EV L&
10 3/4" at 5639' w/4200 sx	FORMALI	ON DATUM
7 5/8" at 11,125' w/1825 sx		
$4 \frac{1}{2}$ $\frac{1}{100} \frac{10}{1000} \frac{1000}{1000} \frac{1000}{$		
4 1/2" 1nr 10,898-13,300' 4/341 sx		
ID 13,300' (MRRW)	PBD	12,988'
1r (Morrow) Perfs 12,870-872' F 1605 Manager	-	
based on 24 hr test thru var chks. GOR (NR); CP Pkr	gty (NR):

CONTR Cactus				
	OPRS ELEV	25//1 07		
		<u>3544' GL</u>	<u>PD 13,500'</u> RT	
				_

	F.R. 10-22-79
	(Morrow)
11-5-79	Drlg 2609' Salt
11-9-79	Dr1g 3875' 1m & Anhy
11-26-79	TD 5554'; Fsg
12 -3- 79	TD 5660'; WOC
12-10-79	Dr1g 7803' 1m
12-17-79	Dr1g 9787' 1m & sd
1-7-80	TD 11,991'; Trip
1-14-80	Drlg 12,292' sh
1-21-80	Drlg 12,600' 1m
1-28-80	Drlg 12,785' sh & 1m
2-4-80	Dr1g 13,038' sh & 1m
2-11-80	TD 13,300'; Rng Logs
2-15-80	TD 13,300'; WOCT
2-29-80	TD 13,300'; PBD 13,218'; Tstg Tbg
3-10-80	TD 13,310' PBD 13,218', Tstg Tbg
	TD 13,310'; PBD 13,218'; Swbg

⁴⁻³⁻¹² NM

LEA TEXACO INC.	Grama Ridge, E. NM 1 New Mexico "DU" State Page 2 Sec 12, T22S, R34E
3-10-80	Continued Perf (Morrow) @ 13,051', 13,054', 13,056', 13,058', 13,068', 13,069', 13,196', 13,197' w/2 SPI Acid (13,051-197') 1500 gals Swbd 3 BAW in 3 hrs (13,051-197')
3~17-80	TD 13,310'; PBD 12,988'; Flwg PB to 12,988' Perf (Morrow) 12,870', 12,871', 12,872' w/2 SPI Flwd @ 250 MCFGPD in 8 hrs thru 16/64" chk, TP 175# (12,870-872')
3-21-80	TD 13,310'; PBD 12,988'; Flwg Acid (12,870-872') 1000 gals 4-3-12 NM

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3-21-80	Continued Flwd @ 1200 MCFGPD in 3 hrs thru 10/64" chk (12,870-872')
3-27-80	TD 13.310'; PBD 12,988'; WOSP
4-14-80	TD 13 310' PBD 12,988'; Complete
	TOG TOPS: Rustler Anhydrite 1660', Salt
	2100', Base Salt 3570', Wolfcamp 11,180',
	Strawn 11,825', Atoka 12,180', Morrow
	12,675
	Big Released 2-15-80
4-19-80	OMPLETION ISSUED

4-3-12 NM IC 30-025-70397-79
