

April 19, 2012

OIL & GAS DOCKET NO. 06-0271981

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COMMISSION CALLED HEARING TO PROVIDE T.L. DOWDEN AN OPPORTUNITY TO SHOW CAUSE WHY THE "NO GOOD FAITH CLAIM" FLAG FOR THE KANGERGA BROS. (016164) LEASE, WELL NO. 1, HENDERSON, SOUTH (PETTIT) FIELD, RUSK COUNTY, TEXAS SHOULD BE REMOVED SO THAT THE WELL MIGHT QUALIFY FOR A PLUGGING EXTENSION PURSUANT TO STATEWIDE RULE 15(e).

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**APPEARANCES:**

**FOR T.L. DOWDEN:**

T.L. Dowden

**REPRESENTING:**

Self

**FOR COMPLAINANTS:**

Jim Kangerga, General Manager  
Spikes Kangerga

Andrew Kangerga, Operations Manager

M. Kangerga & Bro.

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**PROPOSAL FOR DECISION**

**PROCEDURAL HISTORY**

**DATE OF REQUEST FOR HEARING:**

August 10, 2011

**DATE OF NOTICE OF HEARING:**

August 19, 2011

**DATE OF HEARING:**

September 14, 2011

**HEARD BY:**

Marshall Enquist, Hearings Examiner

Richard Atkins, Technical Examiner

**DATE RECORD CLOSED:**

October 14, 2011

**PFD ISSUED:**

April 19, 2012

**STATEMENT OF THE CASE**

This proceeding was called in response to the request of T.L. Dowden (Operator No. 227445) (hereinafter "Dowden") for a hearing wherein Dowden might contest cancellation of the Statewide Rule 14(b)(2) plugging extension for the Kangerga Bros. Lease, Well No. 1 (RRC ID# 016164), South (Pettit) Field, Rusk County.

By letter dated March 3, 2011, mineral owner Jim Kangerga of M. Kangerga & Bro. complained that a gas well (the subject well) on their property had no production since July of 2006

and was considered by the Kangerga interests to be abandoned. Mr. Kangerga stated, "Within the terms of our lease agreement, which I have enclosed, the operator is required to plug the well, remove hazardous materials and restore our land to the pre-lease state."

The complaint was designated Complaint File 2011-019 and assigned to Examiner Jim Doherty. Examiner Doherty reviewed Commission records relating to the subject well and found that the well had been denied a Statewide Rule 14(b)(2) extension on February 2, 2010 due to failure to file a required H-15 test. By letter dated March 10, 2011, Examiner Doherty notified Dowden of the Kangerga complaint, and stated that the subject well had been inactive for more than 12 months and did not have a current plugging extension based on the delinquency of a required H-15 test. Under those circumstances, the Commission required that the well be plugged. Examiner Doherty further stated that the subject well was only entitled to a plugging extension if Dowden could provide evidence of a "good faith claim" to a continuing right to operate the well, pursuant to the definition of a "good faith claim" provided by Statewide Rule 15(a).

Examiner Doherty then informed Dowden that unless he filed evidence of a "good faith claim" on or before April 8, 2011, any existing plugging extension for the well would be canceled, or, in the event the well did not have a plugging extension, a "no good faith claim" flag would be placed on the well which would preclude the grant of any future plugging extension regardless of whether the H-15 problem was corrected.

By letter dated April 12, 2011 to Dowden, Examiner Doherty stated that he had received no reply to his letter of March 10, 2011, and that the plugging extension for the well was canceled, requiring Dowden to plug the subject well. The "no good faith claim" flag was applied to the well. However, by letter dated April 22, 2011, Examiner Doherty received a response from William J. Gardner, Attorney for Dowden, stating that Dowden had a valid and subsisting lease on the subject well. Mr. Gardner requested information enabling him to prevent the plugging of Dowden's well.

Upon being informed by Examiner Doherty of the necessity of providing a "good faith claim", Mr. Gardner filed with the Commission on June 29, 2011, a copy of a May 10, 1954 lease between Rade Kangerga et al, lessors and J.C. Trahan, lessee, covering 120 acres in Rusk County, along with subsequent assignments to Dowden. The lease provided for a primary term of five years and that the lease would remain in effect "as long thereafter as oil, gas, or other mineral is produced from said land or land with which said land is pooled hereunder". Dowden relies on production from the El Paso E&P Company LP Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256); the El Paso E&P Company LP Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773); the Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669); and the Largo Oil Company Rives Lease, Well No. 1 (RRC ID# 189077), Rusk County as sufficient to hold the May 10, 1954 lease in effect.

As the language of the habendum clause of the May 10, 1954 lease indicated the lease would be held in effect in its secondary term by continuous production on any pooled unit into which all or part of the lands covered by the lease were pooled, Examiner Doherty offered the complainant,

Kangerga, an opportunity to request a hearing on the matter, with the understanding that failure to contest Dowden's claims might result in reinstatement of the Statewide Rule 15(e) plugging extension for the subject well. By letter dated July 19, 2011, Kangerga disputed Dowden's good faith claim and requested that the Commission not reinstate Dowden's plugging extension. As a result, the present hearing was set.

A hearing was held on September 14, 2011, at which time Dowden appeared and presented evidence. Jim Kangerga, mineral owner, appeared representing himself and M. Kangerga & Bro.

### **APPLICABLE LAW**

Statewide Rule 14(b)(2) requires that "Plugging operations on each dry or inactive well shall be commenced within a period of one year after drilling or operations cease and shall proceed with due diligence until completed unless the Commission or its delegate approves a plugging extension under 3.15 of this title".

Statewide Rule 15(a)(5) defines a "good faith claim" as "A factually supported claim based on a recognized legal theory to a continuing possessory right in a mineral estate, such as evidence of a currently valid oil and gas lease or a recorded deed conveying a fee interest in the mineral estate".

Statewide Rule 15(e)(1-5) provides for the extension of deadline for plugging an inactive land well if the Commission or its delegate approves the operator's W-3X, the operator has a current organization report (P-5), the operator has a good faith claim to a continuing right to operate the well, the well is in compliance with Commission rules and orders, and, if the well is more than 25 years old, the operator successfully conducts and the Commission approves a fluid level or hydraulic pressure test for the well.

Statewide Rule 15(g) provides that the Commission or its delegate may administratively deny an application for a plugging extension for an inactive well if it does not meet the requirements of this section.

Statewide Rule 15(h) provides that the Commission or its delegate may revoke an extension of a deadline for plugging an inactive well if the Commission or its delegate determines, after notice and opportunity for hearing, that the applicant is ineligible for an extension.

### **MATTERS OFFICIALLY NOTICED**

The examiners have taken Official Notice of Commission Production Data Query screens which indicate the El Paso E&P Company LP Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256) is productive in the Minden (Cotton Valley Cons.) Field; the El Paso E&P Company LP Kangerga

No. 1 Lease, Well No. 10 (RRC ID# 242773) is productive in the Minden (Cotton Valley Cons.) Field; the Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669) is productive in the Henderson, S. (C.V., Seg I) Field; and the Largo Oil Company W.C. Rives Lease, Well No. 1 (RRC ID# 189077) is productive in the Henderson, S. (Travis Peak, Up.) Field.

The examiners have taken Official Notice of the Commission mainframe P-4 screens for the subject well which indicate that, effective November 1, 2011, the P-4 on the Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773) transferred from El Paso E&P Company, LP to NFR Energy, LLC.

The examiners have taken Official Notice of the fact that the P-5 Organization Report of T.L. Dowden is currently delinquent. The examiners have also taken Official Notice of Commission mainframe screens for the subject well, including the Sev/Seal screen which indicates the subject well has a delinquent H-15 (Test On An Inactive Well More Than 25 Years Old). The Oil and Gas W-2/G-1 record screen indicates the subject well was completed on September 9, 1955.

### **DISCUSSION OF THE EVIDENCE**

#### **T.L. Dowden**

Dowden asserts that he has owned the lease on the subject well for 39 years and that production from four other wells, two owned by El Paso E&P Company LP and two owned by Largo Oil Company, continue to maintain the base lease. The base lease is the May 10, 1954 lease from Rade Kangerga, lessor to J.C. Trahan, lessee, which was for 120 acres of Kangerga land. A plat of the 200 acre Kangerga Tract showing the leased 120 acres is appended as Attachment I. A portion of the 120 acres of Kangerga land was included in the M. Kangerga et al Unit No. 1, which consisted of 635 acres. In 1972, "J.C. Trahan, Drilling Contractor, Inc.", changed its name to "Texas International Petroleum Corporation". By separate instruments, dated August 1, 1972 and August 10, 1972, respectively, Terra Resources, Inc. and Texas International Petroleum Corporation assigned the shallow rights "... from the surface to a depth of 7,821 feet but insofar and only insofar as said leases are included in the M. Kangerga et al Unit # 1 established by Declaration of Unitization dated December 21, 1955..." to T.L. Dowden. A plat of the 635-acre M. Kangerga et al Unit No. 1 is appended as Attachment II. Dowden asserts that these assignments gave him the shallow rights in 635 acres, including the shallow rights in the 120 acres of Kangerga land.

By late-filed exhibits, Dowden showed that the subject well, the Kangerga Bros. (RRC ID# 016164) Lease, Well No. 1, was part of a 355.608-acre unit composed, in part, of lands from the 635 acres assigned to Dowden. A portion of the 120 acres leased by Rade Kangerga was included in the unit.

Dowden also showed that the El Paso Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256) was part of a 281-acre unit which included a portion of the 120 acres leased by Rade Kangerga. The El Paso Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773) was included in the same 281-acre unit. The Largo Oil Company W.C. Rives Well No. 1 (RRC ID# 189077) was drilled in a 321.89-

acre unit, which included land from the 120-acre Rade Kangerga lease. The Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 1110669) included a portion of the 120 acres leased by Rade Kangerga.

The Largo W.C. Rives Well No. 1 (RRC ID# 189077) produces from the Henderson, S. (Travis Peak, Up.) Field, a field found at a depth of roughly 7400 feet, well within the shallow rights of the lease assigned to Dowden. Although Dowden does not operate this well, the well includes lands from the 120-acre Rade Kangerga Lease, which Dowden maintains holds, by production, the base lease and his assignment of the shallow rights from surface to 7,821 feet. A plat of the Rives No. 1, showing the portion of the Kangerga 120-acre lease included within the unit for the well, is appended as Attachment III.

The remaining wells, the El Paso Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256), the El Paso Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773) and the Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669) all produce from Cotton Valley fields. These fields are below the shallow rights held by Dowden, but Dowden asserts that “Deep rights hold the shallow rights and shallow rights hold the deep rights”.

Dowden believes the subject well has reserves behind pipe, but Dowden does not have the financial wherewithal to produce the well at this time. Dowden declared bankruptcy in 1986 and is no longer able to borrow money.

Dowden believes he has demonstrated that the 120-acre Rade Kangerga lease is still valid, being held by production from Kangerga lands included in four wells. Dowden requests that the Commission remove the “no good faith claim flag” from the well so that it may qualify for a Statewide Rule 15(e) plugging extension.

**M. Kangerga & Bro.**

The Kangergas believe that Dowden’s lease rights in the 120-acre Rade Kangerga Lease have terminated. The Kangergas do not receive any royalty from Dowden and have not received any shut-in royalty from Dowden.

The Kangergas admit that they do receive royalties, but these royalties come from El Paso E&P Company and Largo Oil Company. They do not believe Dowden’s lease can be maintained by companies that are looking after their business, as opposed to Dowden, who is not. The subject well has not been produced for over six years.

They also point to the terms of the assignment from Texas International Petroleum Corporation, which states “...Assignee further agrees to accept the responsibilities of owner-operator of the well and in the event said well ceases to produce, the Assignee shall plug and abandon same in accordance with the rules and regulations of the State of Texas.” The Kangergas believe Dowden is obligated to plug the subject well under the terms of the assignment.

### EXAMINERS' OPINION

The May 10, 1954 Rade Kangerga lease contains the following language:

“Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee’s judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises.....Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata....The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units.”

The language of the lease clearly allows the Lessee, or its assignee, to include the leased lands, or any portion of the leased lands in a pooled unit. Dowden has shown that a portion of the 120-acre Rade Kangerga lease was included in the 635-acre M. Kangerga et al Unit No. 1, in which Dowden acquired the shallow rights from surface to 7,821 feet. A portion of the 120-acre Rade Kangerga lease has been included in the Largo W.C. Rives Lease, Well No. 1, which produces from the Henderson, S. (Travis Peak, Up.) Field. This lease has continuously produced since at least January, 2005. This field is within the shallow rights, from the surface to 7821 feet, assigned to Dowden by Terra Resources, Inc. and Texas International Petroleum Corporation in August, 1972. In presenting his “good faith claim” to the Commission, Dowden asserted that, under the terms of the lease, the inclusion of a portion of the 120-acre Rade Kangerga lease in a unit that is currently producing holds the entire lease.

Dowden has also argued that production from the deep rights, below 7821 feet and within the boundaries of the 635-acre M. Kangerga et al Unit No. 1, holds his shallow rights. Dowden presented three instances in which this has occurred: the El Paso Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256), which has continuously produced since March, 2008; the El Paso Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773), which has continuously produced since March 2008; and the Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669), which has continuously produced since at least January 2005. These three leases produce from Cotton Valley fields. While this latter argument may have sufficient merit to rise to the level of a “good faith claim”, it’s legal validity can only be determined by a district court. While the Commission may opine on the validity of a “good faith claim”, it is beyond the scope of the Commission’s authority to determine property rights under the terms of a lease. “It is thought to be fundamental that the rules and regulations of the Railroad Commission cannot have the result of effecting a change or transference of property rights.” Whelan v. Placid Oil, 274 S.W.2d 125, 130 (Tex. Civ. App. Texarkana, 1954, writ ref’d w.o.m.). “The Railroad Commission has no power to determine property rights.” Jones v. Killingsworth, 403 S.W.2d 325, 328 (Tex. 1966).

Likewise, the Commission has no authority to enforce the terms of a lease. If it is the Kangerga's belief that Dowden is obligated to plug the subject well under the terms of the 1972 assignment, that issue must be brought in district court. Additionally, if the Kangerga family believes Dowden's "good faith claim" cannot stand judicial scrutiny, they are free to pursue lease termination in district court.

Dowden has met its burden to demonstrate a "good faith claim" based on a recognized legal theory to a continuing possessory right in a mineral estate by presenting evidence of a currently valid oil and gas lease. Pursuant to the limited call of the hearing, the examiners recommend that the "no good faith claim" flag currently placed on the Kangerga Bros. Lease, Well No. 1 (RRC ID# 016164) be removed.

However, the subject well, completed on September 6, 1955, is older than 25 years and is therefore subject to annual H-15 testing. Commission records show that the subject well is delinquent as to the most recent required H-15 filing and \$600 in re-connect fees remain to be paid for the subject well. Additionally, the Form P-5 Organization Report of Dowden is currently delinquent. Accordingly, the examiners cannot recommend that the Statewide Rule 15(e) plugging extension for the subject well be reinstated at this time. For this to occur, Mr. Dowden must conduct a successful H-15 test, pay the re-connect fees and renew his Form P-5 Organization Report.

### **FINDINGS OF FACT**

1. At least ten (10) days notice of the hearing in this docket was sent to all parties entitled to notice. T.L. Dowden ("Dowden") appeared at the hearing and presented evidence and testimony. Jim Kangerga appeared on behalf of M. Kangerga & Bro. and presented testimony and evidence.
2. This hearing was called at the request of Dowden to contest cancellation of the Statewide Rule 15(e) plugging extension for the Kangerga Bros. Lease, Well No. 1 (RRC ID# 016164), Henderson, South (Pettit) Field, Rusk County, Texas and to contest placement of a "no good faith claim" flag on the well.
3. This case arises from Complaint No. 2011-019, in which Jim Kangerga complained that Dowden did not have a "good faith claim" to operate the subject lease and well. By letter dated March 10, 2011, Examiner Doherty notified Dowden that the subject well had been inactive for more than 12 months and did not have a current plugging extension based on the delinquency of a required H-15 test. Under those circumstances, the Commission required that the well be plugged.
  - a. Examiner Doherty, in his March 10, 2011 letter, stated that the subject well was only entitled to a plugging extension if Dowden could provide evidence of a "good faith claim" to operate the well, defined as "A factually supported claim based on a recognized legal theory to a continuing possessory right in a mineral estate, such as

evidence of a currently valid oil and gas lease or a recorded deed conveying a fee interest in the mineral estate.” Examiner Doherty requested that Dowden respond to the request for a “good faith claim” on or before April 8, 2011.

- b. Dowden not respond, on or before April 8, 2011, to Examiner Doherty’s request that Dowden provided a “good faith claim” to operate the subject well and lease.
  - c. By letter dated April 12, 2011, Examiner Doherty notified Dowden that the plugging extension for the subject well was cancelled.
  - d. By letter dated April 22, 2011, William J. Gardner, attorney for Dowden stated to Examiner Doherty that Dowden had a valid and subsisting lease on the subject well and requested information on the type of proof necessary for Dowden to establish his “good faith claim”.
  - e. On June 29, 2011, Gardner, on behalf of Dowden, filed with the Commission a copy of a May 10, 1954 lease between Rade Kangerga et al and J.C. Trahan, Trustee, covering 120 acres in Rusk County. The lease had a primary term of five years and stated it would remain in effect “...as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.”
  - f. Examiner Doherty offered Kangerga an opportunity to request a hearing on the matter, with the understanding that failure to contest Dowden’s claim might result in reinstatement of the Statewide Rule 15(e) plugging extension.
  - g. By letter dated July 19, 2011, Kangerga requested a hearing in the matter.
4. Production from Dowden’s Kangerga Bros. (RRC ID# 016164) Lease, Well No. 1 was last reported to the Commission in July 2006.
  5. Dowden states he has owned the subject lease for over 39 years.
    - a. The base lease is the May 10, 1954 lease from Rade Kangerga, lessor to J.C. Trahan, lessee, which was for 120 acres of Kangerga land. A portion of the 120 acres of Kangerga land was included in the M. Kangerga et al Unit No. 1, which consisted of 635 acres.
    - b. In 1972, “J.C. Trahan, Drilling Contractor, Inc.”, changed its name to “Texas International Petroleum Corporation”. By separate instruments, dated August 1, 1972 and August 10, 1972, respectively, Terra Resources, Inc. and Texas International Petroleum Corporation assigned the shallow rights “... from the surface to a depth of 7,821 feet but insofar and only insofar as said leases are included in the M. Kangerga et al Unit # 1 established by Declaration of Unitization dated December

21, 1955..." to T.L. Dowden.

- c. Dowden asserts that these assignments gave him the shallow rights in 635 acres, including the shallow rights in the Kangerga 120-acre lease that was included in the M. Kangerga et al Unit No. 1.
6. Dowden demonstrated that four wells produce on acreage granted to him by the 1972 assignments, and that those leased premises are pooled with acreage granted under the May 10, 1954 lease. Dowden showed that the subject well, the Kangerga Bros. (RRC ID# 016164) Lease, Well No. 1, was part of a 355.608-acre unit composed, in part, of lands from the 635 acres assigned to Dowden. A portion of the 120 acres leased by Rade Kangerga was included in the unit.
  - a. The El Paso Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773) was included in a 281 acre unit which included a portion of the 120 acres leased by Rade Kangerga. This lease has continuously produced since March 2008.
  - b. The El Paso Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256) was part of a 281 acre unit which included a portion of the 120 acres leased by Rade Kangerga. This lease has continuously produced since March 2008.
  - c. The Largo Oil Company W.C. Rives Well No. 1 (RRC ID# 189077) was drilled on a 321.89 acre unit, which included land from the 120 acre Rade Kangerga lease. This lease has continuously produced since at least January 2005.
  - d. The Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669) included a portion of the 120 acres leased by Rade Kangerga. This lease has continuously produced since at least January 2005.
7. The Largo W.C. Rives Well No. 1 (RRC ID# 189077) produces from the Henderson, S. (Travis Peak, Up.) Field, a field found at a depth of roughly 7400 feet, well within the shallow rights (surface to 7,821 feet) of the lease assigned to Dowden. Although Dowden does not operate this well, the well includes lands from the 120-acre Rade Kangerga Lease, which Dowden maintains holds both the base lease and his assignment of the shallow rights by production.
8. The El Paso Kangerga No. 1 Lease, Well No. 8 (RRC ID# 235256), the El Paso Kangerga No. 1 Lease, Well No. 10 (RRC ID# 242773) and the Largo Oil Company Kangerga Lease, Well No. 1 (RRC ID# 110669) all produce from Cotton Valley fields. These fields are below the shallow rights held by Dowden. These wells are within the boundaries of the 635 acres assigned to Dowden by the August 1, 1972 and August 10, 1972 assignments from, Terra Resources, Inc. and Texas International Petroleum Company, respectively, of the shallow rights (surface to 7821 feet) of the M. Kangerga et al Unit #1. Dowden asserts that

“The deep rights hold the shallow rights and the shallow rights hold the deep rights”.

9. Dowden is the Commission-recognized operator of the Kangerga Bros. Lease, Well No. 1 (RRC ID# 016164) in the Henderson, South (Pettit) Field in Rusk County, Texas. Dowden has been the operator of the subject lease and well since at least August 1, 1990.
10. The subject well has been inactive for more than one year and has not been plugged. Production for the subject well was last reported to the Commission in July 2006.
  - a. The subject well was completed on September 6, 1955.
  - b. The subject well is older than 25 years and inactive, making it subject to the provisions of Statewide Rule 15(e), which requires that the well pass an annual H-15 (fluid level) test.
  - c. The most recent required H-15 test for the subject well is delinquent. If the delinquency is corrected, there remain \$600 in re-connect fees outstanding.
  - d. A seal was placed on the subject well on March 3, 2012.
11. Dowden has a delinquent Form P-5 Organization Report.

#### **CONCLUSIONS OF LAW**

1. Proper notice of hearing was timely given to all persons legally entitled to notice.
2. All things have occurred and been accomplished to give the Commission jurisdiction to decide this matter.
3. Dowden has provided a “good faith claim” of a continuing legal right to operate the subject lease and well based on “A factually supported claim based on a recognized legal theory to a continuing possessory right in a mineral estate, such as evidence of a currently valid oil and gas lease.”
4. The “no good faith claim” flag placed on T.L. Dowden’s Kangerga Bros. (RRC ID# 016164) Lease, Well No. 1, Henderson, South (Pettit) Field, Rusk County, should be removed.
5. The subject well is not currently eligible for a plugging extension due to delinquent H-15 tests, unpaid reconnect fees and the fact that Dowden’s Form P-5 Organization Report is delinquent.

#### **RECOMMENDATION**

The examiners recommend that the attached Final Order be adopted ordering that the “no good faith claim” flag placed on T.L. Dowden’s Kangerga Bros. (RRC ID# 016164) Lease, Well No. 1, Henderson, South (Pettit) Field, Rusk County, be removed.

Respectfully submitted,

Marshall Enquist  
Hearings Examiner

Richard Atkins  
Technical Examiner