



January 28, 2021

Attn: Dean McClure
NM Oil Conservation Division
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

Re: Application for Administrative Approval
Off-lease Measurement – Oil Only

Dear Mr. McClure,

COG Production LLC, respectfully requests approval for off-lease measurement - Oil only for the following wells:

Brutus 12 Federal Com 2H
API #30-015-40823
Red Bluff; Bone Spring, South
UT O, Sec. 12-T26S-R28E
Eddy County, New Mexico

Oil Production:

The oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations.

Notifications have been sent to Working Interest Owners

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at jbarron@concho.com or call 575.748.6974.

Sincerely,

A handwritten signature in black ink that reads "Jeanette Barron".

Jeanette Barron
Regulatory Technician II

CORPORATE ADDRESS

One Concho Center | 600 West Illinois Avenue | Midland, Texas 79701
P 432.683.7443 | F 432.683.7441

ARTESIA WEST OFFICE

2208 Main Street | Artesia, New Mexico 88210
P 575.748.6940 | F 575.746.2096

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: COG Production, LLC **OGRID Number:** 217955
Well Name: Brutus 12 Federal Com 2H **API:** 30-015-40823
Pool: Red Bluff, Bone Spring, South **Pool Code:** 51010

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION
 INDICATED BELOW**

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☒ OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☐ Notification and/or concurrent approval by SLO
 E. ☒ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

- 3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Jeanette Barron

Print or Type Name

Jeanette Barron
 Signature

1/28/21
 Date

575-746-6974

Phone Number

jbarron@concho.com

e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department
OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Form C-107-B
Revised August 1, 2011

Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Production LLC
OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210
APPLICATION TYPE:
☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)
LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. _____
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☐ Yes ☐ No

(A) POOL COMMINGLING
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

(2) Are any wells producing at top allowables? ☐ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.
(4) Measurement type: ☐ Metering ☐ Other (Specify)
(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code.
(2) Is all production from same source of supply? ☐ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No
(4) Measurement type: ☐ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? ☒ Yes ☐ No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jeanette Barron TITLE: Regulatory Technician II DATE: 1/28/21
TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974
E-MAIL ADDRESS: jbarron@concho.com

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-40823		² Pool Code 51010		³ Pool Name Red Bluff; Bone Spring, South	
⁴ Property Code 39528		⁵ Property Name Brutus 12 Federal Com			⁶ Well Number 2H
⁷ OGRID No. 217955		⁸ Operator Name COG Production LLC			⁹ Elevation 2936' GR

¹⁰ Surface Location

UL or lot no. O	Section 12	Township 26S	Range 28E	Lot Idn	Feet from the 370	North/South line South	Feet from the 2260	East/West line East	County Eddy
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¹¹ Bottom Hole Location If Different From Surface

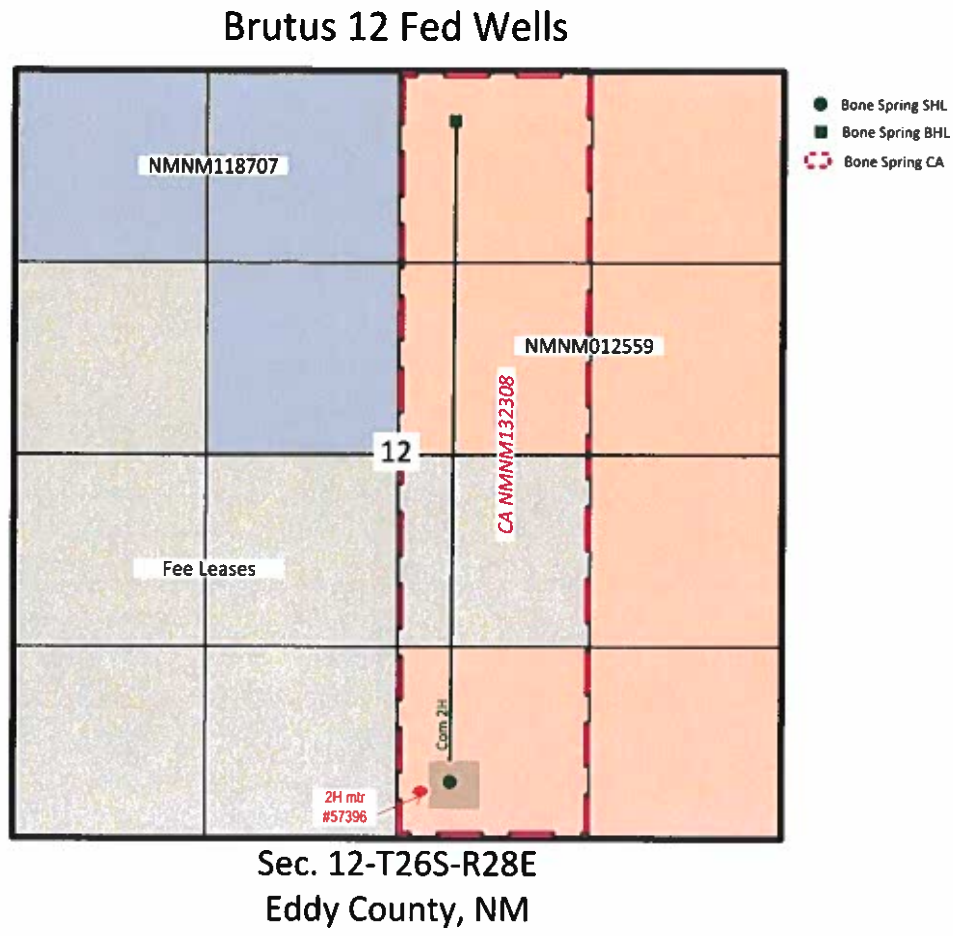
UL or lot no. B	Section 12	Township 26S	Range 28E	Lot Idn	Feet from the 343	North/South line North	Feet from the 2238	East/West line East	County Eddy
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¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<div style="position: relative; height: 400px;"> <div style="position: absolute; top: 10%; left: 10%; border: 1px dashed black; padding: 5px;">BHL</div> <div style="position: absolute; bottom: 10%; left: 10%; border: 1px dashed black; padding: 5px;">SHL</div> <div style="position: absolute; top: 50%; left: 20%;"> Producing Area 8478-12570' </div> </div>	<p>¹⁷ OPERATOR CERTIFICATION</p> <p><i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>Jeanette Barron</i> 1/28/21 Signature Date</p> <p>Jeanette Barron Printed Name</p> <p>jbarron@concho.com E-mail Address</p>	
	<p>¹⁸ SURVEYOR CERTIFICATION</p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>Date of Survey</p> <p>Signature and Seal of Professional Surveyor:</p> <p style="text-align: center;">REFER TO ORIGINAL PLAT</p> <p>Certificate Number</p>	



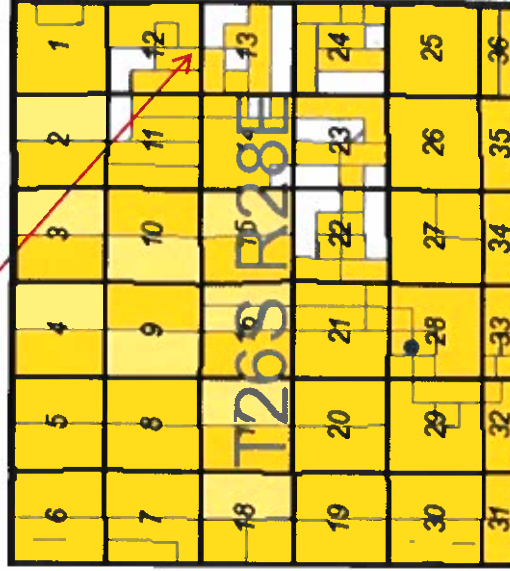


Brutus 12 fed 2H

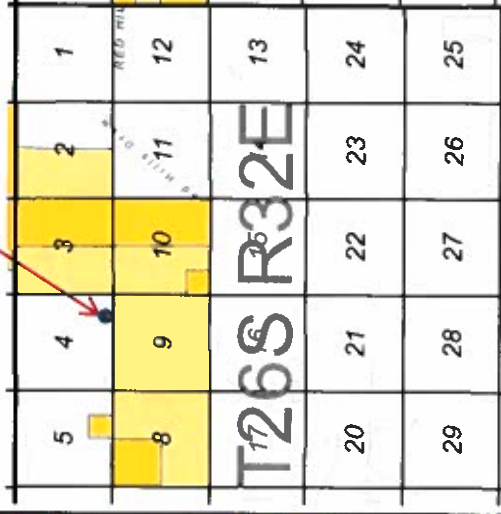


Brutus 12 Federal Com #2H & Red Hills and Jal Offload Station Map

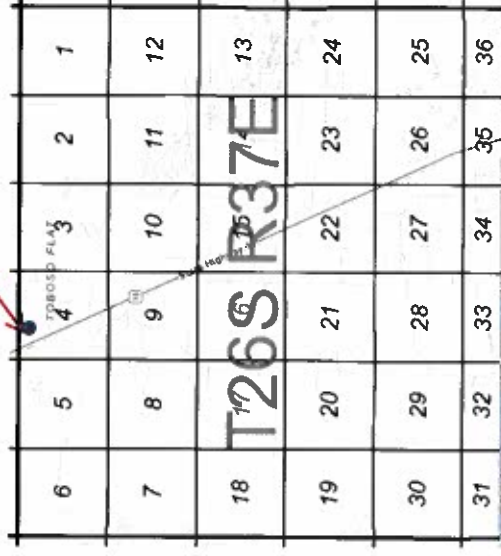
Brutus 12 Fed Com 2H
Eddy County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM



BRUTUS 12 FED COM 2H

Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
01.28.21	JB	CHEVRON USA INC	6301 Deauville Blvd	Midland	TX	79706	7017 3040 0000 1206 3992	
01.28.21	JB	EG3, INC.	PO Box 1567	Graham,	TX	76450	7017 3040 0000 1206 3985	
01.28.21	JB	ALLAR DEVELOPMENT LLC	PO Box 1567	Graham,	TX	76450	7017 3040 0000 1206 3978	
01.28.21	JB	OXY USA INC	5 Greenway Plaza, Suite 110	Houston,	TX	77046	7017 3040 0000 1206 3961	
01.28.21	JB	BLM	620 E Green St	Carlsbad	NM	88220	7017 3040 0000 1206 4005	



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

www.blm.gov/nm



IN REPLY REFER TO:

NM130652

3105.2 (P0220)

Reference:

Brutus 12 Federal Com 2H

T. 26 S., R. 28 E.,

Section 12: W2E2

Eddy County, NM

JUN 11 2013

COG Operating, LLC
600 West Illinios Avenue
Midland, TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM130652 involving 120 acres of Federal land in lease NM12559 and 40 acres of Fee land, Eddy County, New Mexico, which comprises an 160 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2 of sec. 12, T. 26 S., R. 30 E., NMPM, and is effective January 1, 2013. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Edward G Fernandez, Petroleum Engineer at (575) 234-2220.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



for

George MacDonell
Associate Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver (357B-1, Antoinette Contreras, Stacey Kaiser)

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the W2E2 of sec. 12, T. 26 S., R. 30 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

/s/ James Stovall

Authorized Officer

Effective: January 1, 2013

Contract No.: Com. Agr. NM130652

Federal Communitization AgreementContract No. 130651

THIS AGREEMENT entered into as of the 1st day of January, 2013, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

Township 26 South, Range 28 East, N.M.P.M.
Section 12: W/2 E/2
Eddy County, New Mexico

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be (COG Operating LLC, as contract Operator for COG Production LLC, 600 W. Illinois Ave., Midland, Texas 79701). All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into

which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1, 2013, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. 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.
14. 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 instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

COG Operating LLC, as contract
Operator for COG Production LLC

2.12.13
Date

By: Mona D. Ables
Mona D. Ables
Vice President of Land

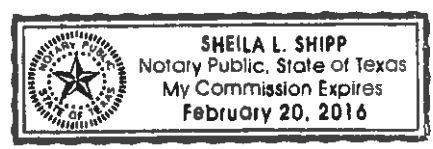
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ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Operating LLC, as contract Operator for COG Production LLC.

(SEAL)



Sheila L. Shipp
Notary Public

My Commission Expires

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

Concho Oil & Gas LLC

2.12.13
Date

Mona D. Ables
Mona D. Ables
Vice President of Land *juw*

COG Production LLC

2.12.13
Date

Mona D. Ables
Mona D. Ables
Vice President of Land *juw*

COG Acreage LP

2.12.13
Date

Mona D. Ables
Mona D. Ables
Vice President of Land *juw*

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Operating LLC, a Delaware limited liability company.

Notary Public

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of Concho Oil & Gas LLC, a Texas limited liability company.



Sheila L. Shipp

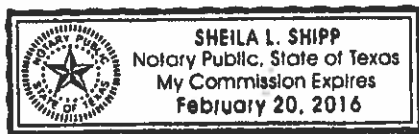
Notary Public

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Production LLC, a Texas limited liability company.



Sheila L. Shipp

Notary Public

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Acreage LP, a Texas limited partnership.

Sheld L Shes
Notary Public

On this _____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of OXY USA Inc, a _____

Notary Public

On this _____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Chevron U.S.A. Inc., a _____.

Notary Public

Date

OXY USA Inc.

By: _____
Title: Assistant - Test Fee

~~Chesapeake Exploration, L.L.C.~~

Date

By: _____
Title: _____

Allar Development LLC

Date

By: _____
Title: _____

EG3 Development LLC

Date

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Acreage LP, a Texas limited partnership.

(SEAL)

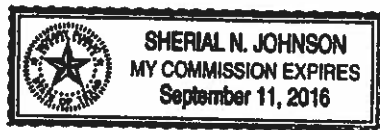
My Commission Expires _____

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 21ST day of February, 2012¹³, before me, a Notary Public for the State of TEXAS, personally appeared Stephen S. Flynn, known to me to be the Attorney in Fact of OXY USA Inc, a Delaware Corporation.

(SEAL)



My Commission Expires _____

Sherial N. Johnson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Chesapeake Exploration, LLC, a _____.

(SEAL)

My Commission Expires _____

Notary Public

Brutus 12 Federal Com #2H

OXY USA Inc.

Date

By: _____
Title: _____

Chevron U.S.A. Inc.

Date

By: D. T. Kratz D. T. Kratz,
Title: Attorney-in-Fact

col
DB

Allar Development LLC

Date

By: _____
Title: _____

EG3 Development LLC

Date

By: _____
Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

On this eleventh day of January, 2013, before me, a Notary Public for the State of Texas, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Acreage LP, a Texas limited partnership.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of OXY USA Inc, a _____.

(SEAL)

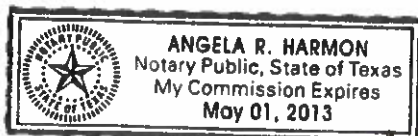
My Commission Expires

Notary Public

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 5th day of February, 2012, before me, a Notary Public for the State of Texas, personally appeared D. T. Kratz, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania Corporation

(SEAL)



May 01, 2013
My Commission Expires

Angela R. Harmon
Notary Public

OXY USA Inc.

Date

By: _____
Title: _____

~~Chesapeake Exploration, L.L.C.~~

Date

By: _____
Title: _____

Allar Development LLC

1/17/13
Date

By: [Signature]
Title: PRESIDENT

EG3 Development LLC

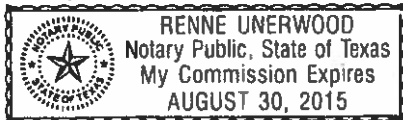
1/17/13
Date

By: [Signature]
Title: VICE PRESIDENT

STATE OF TEXAS)
) ss.
COUNTY OF YOUNG)

On this 17th day of January, 201³2, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the President of Allar Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)



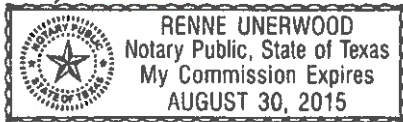
My Commission Expires

Renne Unerwood
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Young)

On this 17th day of January, 201³2, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the Vice President of EG3 Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)





My Commission Expires

Renne Unerwood
Notary Public

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in W/2 E/2 of Section 12 of T26S, R28E,
N.M.P.M., Eddy County, New Mexico

Brutus 12 Federal Com #2H

	BHL: 330' FNL & 2260' FEL	 Tract 1: NM-12559 (Sec. 12)	
		Tract 1: NM-12559 (Sec. 12)	
		Tract 2: Fee Leases	
	SHL: 370' FSL & 2260' FEL	 Tract 1: NM-12559 (Sec. 12)	

NOTE: Show well location and tract numbers, show lots with acreage.

Tract No. 2

Brutus 12 Federal Com #2H

Released to Imaging: 5/3/2021 5:43:04 PM

4.	Date:	2/03/2010	
	Lessor:	Joseph M. Jeffrey	
	Lessee:	OGX Resources LLC	
	Recording:	Book 804, Page 1008	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4 th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Acreage LP	0.50000
		OXY USA Inc.	0.50000

5.	Date:	2/03/2010	
	Lessor:	Thomas F. Jeffrey	
	Lessee:	OGX Resources LLC	
	Recording:	Book 87, Page 464	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4 th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Acreage LP	0.50000
		OXY USA Inc.	0.50000

6.	Date:	2/03/2010	
	Lessor:	James Daniel Jeffrey	
	Lessee:	OGX Resources LLC	
	Recording:	Book 805, Page 1138	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4 th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Acreage LP	0.50000
		OXY USA Inc.	0.50000

7.	Date:	2/03/2010	
	Lessor:	Elizabeth Coad Risko	
	Lessee:	OGX Resources LLC	
	Recording:	Book 805, Page 27	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4 th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Acreage LP	0.50000
		OXY USA Inc.	0.50000

8.	Date:	2/12/2010	
	Lessor:	Marion Jean O'Neill, Individually and as Co-Guardian of the Estate of Janet P. Wigert, an incapacitated person, and Julianne O'Neill, as Co-Guardian of the Estate of Janet P. Wigert, an incapacitated person	
	Lessee:	OGX Resources LLC	
	Recording:	Book 805, Page 880	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Acreage LP	0.50000
		OXY USA Inc.	0.50000

9.	Date:	4/13/2011
	Lessor:	Ellen Y. Ryan, aka Ellen M. Ryan
	Lessee:	OGX Resources LLC
	Recording:	Book 852, Page 1060
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Production LLC 0.4607739 COG Acreage LP 0.0392261 OXY USA Inc. 0.5000000

10. Date: 5/01/2011

Lessor: Lee M. Kugle

Lessee: OGX Resources LLC

Recording: Book 852, Page 1063

Description: Insofar as said lease covers
Township 26 South, Range 28 East N.M.P.M.
 Section 12: NW/4 SE/4
 Eddy County, New Mexico

Royalty: 1/4th

Name and Percent ORRI Owners: N/A

Name and Percent of
 Working Interest Owners:

COG Production LLC	0.4607739
COG Acreage LP	0.0392261
OXY USA Inc.	0.5000000

11. Date: 5/01/2011

Lessor: Russell Family LLC, a Nebraska limited liability company

Lessee: OGX Resources LLC

Recording: Book 853, Page 1217

Description: Insofar as said lease covers
Township 26 South, Range 28 East N.M.P.M.
 Section 12: NW/4 SE/4
 Eddy County, New Mexico

Royalty: 1/4th

Name and Percent ORRI Owners: N/A

Name and Percent of
 Working Interest Owners:

COG Production LLC	0.4607739
COG Acreage LP	0.0392261
OXY USA Inc.	0.5000000

12. Date: 7/27/2011

Lessor: Anthem Holdings, Inc. and AOG Mineral Partners, Ltd.

Lessee: OGX Resources LLC

Recording: Book 862, Page 1074

Description: Insofar as said lease covers
Township 26 South, Range 28 East N.M.P.M.
 Section 12: NW/4 SE/4
 Eddy County, New Mexico

Royalty: 1/4th

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners:

COG Production LLC	0.4607739
COG Acreage LP	0.0392261
OXY USA Inc.	0.5000000

13. Date: 9/01/2011

Lessor: John C. Foley

Lessee: OGX Resources LLC

Recording: Book 866, Page 903

Description: Insofar as said lease covers
Township 26 South, Range 28 East N.M.P.M.
 Section 12: NW/4 SE/4
 Eddy County, New Mexico

Royalty: 1/4th

Name and Percent ORRI Owners: N/A

Name and Percent of Working Interest Owners:

COG Production LLC	0.4607739
COG Acreage LP	0.0392261
OXY USA Inc.	0.5000000

14.	Date:	02/20/2012
	Lessor:	John C. Foley
	Lessee:	Mewbourne Oil Company
	Recording:	Book 906, Page 832
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 1.00000000

15.	Date:	02/20/2012
	Lessor:	A. Michael Foley
	Lessee:	Mewbourne Oil Company
	Recording:	Book 906, Page 836
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 1.00000000

16.	Date:	02/20/2012
	Lessor:	Thomas T. Foley
	Lessee:	Mewbourne Oil Company
	Recording:	Book ____, Page ____
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 1.00000000

17.	Date:	02/20/2012	
	Lessor:	Suzanne Foley-Jones	
	Lessee:	Mewbourne Oil Company	
	Recording:	Book 906, Page 834	
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico	
	Royalty:	1/4 th	
	Name and Percent ORRI Owners:	N/A	
	Name and Percent of Working Interest Owners:	COG Operating LLC	1.00000000

18.	Date:	02/20/2012
	Lessor:	Ann Marie Abboud
	Lessee:	Mewbourne Oil Company
	Recording:	Book 906, Page 838
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 1.00000000

19.	Date:	02/02/2010
	Lessor:	First National Bank of Omaha
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 808, Page 205
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

20.	Date:	03/07/2010
	Lessor:	Laura L. Silk and her husband, William James Silk
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 811, Page 508
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

21.	Date:	03/10/2010
	Lessor:	Frank Woods Petersen and his wife, Linda Petersen
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 711
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

22.	Date:	10/30/2006
	Lessor:	Richard B. Stumm, aka Brett Stumm
	Lessee:	Permian Basin Diamond Developers, Inc.
	Recording:	Book 672, Page 790
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000
23.	Date:	10/30/06
	Lessor:	J. Kevin Stumm
	Lessee:	Permian Basin Diamond Developers, Inc.
	Recording:	Book 762, Page 800
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

24.	Date:	11/22/2006
	Lessor:	Leslie Collins Daniel
	Lessee:	Permian Basin Diamond Developers, Inc.
	Recording:	Book 680, Page 119
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

25.	Date:	11/08/2006
	Lessor:	Robert H. Collins
	Lessee:	Permian Basin Diamond Developers, Inc.
	Recording:	Book 685, Page 538
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

26.	Date:	05/29/2007
	Lessor:	Steven John Sampson
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 701, Page 553
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

27.	Date:	5/29/2007
	Lessor:	Mark Coad Sampson
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 701, Page 535
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

28.	Date:	5/29/2007
	Lessor:	Herbert M. Sampson, III
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 702, Page 923
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000
29.	Date:	5/29/2007
	Lessor:	Richard Michael Sampson
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 704, Page 541
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

30.	Date:	5/29/2010
	Lessor:	Sydney Dehus and her husband, Edward Dehus
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 812, Page 1229
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000000

31.	Date:	5/29/2010
	Lessor:	Leslie Miller Hines
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 1
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

34.	Date:	5/29/2010
	Lessor:	Jay J. Hunter
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 5
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

35.	Date:	5/29/2010
	Lessor:	E. G. Silvius, aka Edward George Silvius
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 7
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

36.	Date:	5/29/2010
	Lessor:	Jane Coad O'Brien
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 9
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

37.	Date:	5/29/2010
	Lessor:	Sally Ann Conrad
	Lessee:	Chesapeake Exploration, L.L.C.
	Recording:	Book 813, Page 11
	Description:	Insofar as said lease covers <u>Township 26 South, Range 28 East N.M.P.M.</u> Section 12: NW/4 SE/4 Eddy County, New Mexico
	Royalty:	1/4 th
	Name and Percent ORRI Owners:	N/A
	Name and Percent of Working Interest Owners:	COG Operating LLC 0.75000000 Chesapeake Exploration, L.L.C. 0.25000

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	120.00	75.0000%
2	40.00	25.0000%
Total	160.00	100.0000%

BRUTUS 12 FED COM 2H									
04.12.21	JB	OXY USA INC	5 Greenway Plaza, Suite 110	Houston,	TX	77046	7017 3040 0000	1205 1319	

From: [Barron, Jeanette](#)
To: [McClure, Dean, EMNRD](#)
Subject: [EXT] RE: off-lease measurement application OLM-229
Date: Monday, April 12, 2021 3:35:13 PM
Attachments: [Brutus 12 Fed 2H Certified Mail 04.12.21.pdf](#)

Hello Dean,
Please see attached certified mail mailed out 04.12.21

Thank you,

Jeanette Barron | Regulatory Technician II, Delaware Basin NM Regulatory | **ConocoPhillips**
O: 575-748-6974 | **C:** 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Wednesday, February 17, 2021 4:58 PM
To: Jeanette Barron <JBarron@concho.com>
Subject: [External] off-lease measurement application OLM-229

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**** External email. Use caution. ****

Ms. Barron,

I am reviewing off-lease measurement application OLM-229 which involves the Brutus 12 Federal Com 2H Battery Operated by COG Production, LLC (217955).

Please confirm that the following person was notified of this application:

2/3/2021 OXY USA INC

7017 3040 0000 1206 3961

In-Transit

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

From: [Engineer, OCD, EMNRD](#)
To: [Barron, Jeanette](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Hawkins, James, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order OLM-229
Date: Monday, May 3, 2021 5:29:21 PM
Attachments: [OLM229 Order.pdf](#)

NMOCD has issued Administrative Order OLM-229 which authorizes COG Production, LLC (217955) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-015-40823	Brutus 12 Federal Com #2H	O-12-26S-28E	51010

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

State of New Mexico
Energy, Minerals and Natural Resources Department

Notice

Order: OLM-229

Operator: COG Production, LLC (217955)

Publication Date:

Date Sent: 1/28/2021

Noticed Persons

Date	Person	Certified Tracking Number	Status
1/1/2021	CHEVRON USA INC	7017 3040 0000 1206 3992	Delivered
1/1/2021	EG3, INC.	7017 3040 0000 1206 3985	Delivered
1/1/2021	ALLAR DEVELOPMENT LLC	7017 3040 0000 1206 3978	Delivered
2/3/2021	OXY USA INC	7017 3040 0000 1206 3961	In-Transit
1/1/2021	BLM	7017 3040 0000 1206 4005	Delivered
Notice sent on 4/12/2021			
4/15/2021	OXY USA INC	7017 3040 0000 1205 1319	Delivered

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION FOR OFF-LEASE MEASUREMENT
SUBMITTED BY COG PRODUCTION, LLC**

ORDER NO. OLM-229

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. COG Production, LLC ("Applicant") submitted a complete application to off-lease measure the oil production ("Application") from the wells, pool, and lease identified in Exhibit A.
2. Applicant provided notice of the Application to all persons owning a working interest in the oil production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.

CONCLUSIONS OF LAW

4. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, and 19.15.23 NMAC.
5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
6. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to off-lease measure oil production from the wells, pool, and lease identified in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.

4. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
5. OCD retains jurisdiction and reserves the right to modify or revoke this Order if it is deemed necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

AS/dm

DATE: 5/03/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: OLM-229

Operator: COG Production, LLC (217955)

Central Tank Battery: Brutus 12 Federal Com 2H Battery

Central Tank Battery Location (NMPM): Unit O, Section 12, Township 26 South, Range 28 East

Central Tank Battery: Red Hills Offload Station

Central Tank Battery Location (NMPM): Unit O, Section 4, Township 26 South, Range 32 East

Central Tank Battery: Jal Offload Station

Central Tank Battery Location (NMPM): Unit D, Section 4, Township 26 South, Range 37 East

Gas Custody Transfer Meter Location (NMPM):

Pools

Pool Name	Pool Code
RED BLUFF; BONE SPRING, SOUTH	51010

Leases as defined in 19.15.12.7(C) NMAC

Lease	Location (NMPM)
CA BS NMNM 130652	W/2 E/2 Sec 12-T26S-R28E

Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-015-40823	Brutus 12 Federal Com #2H	O-12-26S-28E	51010	

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 16101

CONDITIONS OF APPROVAL

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX79701			OGRID: 229137	Action Number: 16101	Action Type: C-107B
OCD Reviewer	Condition				
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.				