<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

<u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 <u>District IV</u> 1220 S. St Francis Dr, Santa Fe, NM 87505 State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

#### OIL CONSERVATION DIVISION

1220 S. St Francis Drive Santa Fe, New Mexico 87505 Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

APPLICA	ATION FOR SURFACE (	<u>COMMINGLING</u>	(DIVERSE	OWNERSHIP)						
OPERATOR NAME:	OXY USA INC									
OPERATOR ADDRESS:	PO BOX 4294 HOUSTON, TX	77210								
APPLICATION TYPE:										
☐ Pool Commingling ☐ Lease	Commingling Pool and Lease Con	mmingling Off-Lease	Storage and Measu	rement (Only if not Surface	e Commingled)					
LEASE TYPE:										
Is this an Amendment to exis		"Yes", please include t								
Have the Bureau of Land Ma  ⊠Yes □No	nagement (BLM) and State Land	office (SLO) been not	afted in writing	of the proposed comm	ınglıng					
		OL COMMINGLING s with the following in								
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes					
SEE ATTACHED										
		1		1						
		1		1						
		1		1						
		1		1						
	<ul> <li>(3) Has all interest owners been notified by certified mail of the proposed commingling?</li></ul>									
		SE COMMINGLIN s with the following in								
	e source of supply?		□Yes □N	lo						
		LEASE COMMIN								
(1) Complete Sections A and l		s with the following in	погшацоп							
	(D) OFF-LEASE ST	ORAGE and MFA	SUREMENT							
	` /	ets with the following								
<ul><li>(1) Is all production from sam</li><li>(2) Include proof of notice to a</li></ul>		О								
	(E) ADDITIONAL INFO	PRMATION (for all s with the following in		ypes)						
(2) A plat with lease boundaries	cility, including legal location. es showing all well and facility locati Vell Numbers, and API Numbers.			ate lands are involved.						
I hereby certify that the informat	ion above is true and complete to the	best of my knowledge an	d belief.							
SIGNATURE:	<u> </u>	ITLE:_REGULATORY E	NGINEER I	DATE:03/21/2022						
TYPE OR PRINT NAMESA	NDRA MUSALLAM	TELEPHONE NO.:71	3-366-5106							
E-MAIL ADDRESS:SANDI	RA_MUSALLAM@OXY.COM									

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD DI	VISION USE ONLY	
	- Geologi	CO OIL CONSERVA cal & Engineering rancis Drive, Santo	Bureau –	O NEW YORK
	ADMINISTI	RATIVE APPLICATION	ON CHECKLIST	
THIS C	CHECKLIST IS MANDATORY FOR A	_	TIONS FOR EXCEPTIONS TO	
Applicant: OXY USA	A INC.		OGRI	D Number: 16696
Vell Name: <u>JEFF S</u>	MITH MDP1 7_18 FED COM 17			-015-47258 & MULTIPLE
PURPLE SAGE;W	OLFCAMP (GAS) & MULTIPL	E	Pool (	Code: 98220 & MULTIPLE
1) TYPE OF APPLI	ATE AND COMPLETE IN  CATION: Check those  - Spacing Unit - Simul	INDICATED BELO which apply for [A]	<b>w</b>	HE TYPE OF APPLICATION
	· —	ROJECT AREA)		D
[1] Com [ [11] Injec	ne only for [1] or [11] mingling – Storage – M ]DHC	LC PC Oure Increase – Enha	LS OLM noced Oil Recove	ENDMENT TO PLC 552 ry
A. Offset B. Royal C. Applic D. Notific E. Surfac G. For all	I REQUIRED TO: Check operators or lease ho ty, overriding royalty o cation requires publish cation and/or concurration and/or concurrate owner of the above, proof attice required	lders wners, revenue ow ed notice ent approval by SL ent approval by BL	ners O M	Notice Complete  Application Content Complete
administrative understand th	<b>I:</b> I hereby certify that approval is <b>accurate</b> at <b>no action</b> will be ta re submitted to the Dir	and <b>complete</b> to the ken on this applica	ne best of my kno	wledge. I also
No	ote: Statement must be comple	eted by an individual with	managerial and/or supe	ervisory capacity.
CANIDD A MIICALL AND			03/14/2022 Date	<u> </u>
Print or Type Name				
Print or Type Name			713-366-5106	
SMUSL	_		Phone Number	I INCOME CON
Signature			e-mail Address	LLAM@OXY.COM

## APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE Commingling proposal for Oil Production for Sand Dunes South Corridor Facility

OXY USA INC respectfully requests to amend PLC-552 for oil production at the Sand Dunes South Corridor Facility (B 18 T24S R31E). Jeff Smith MDP1 7\_18 Fed Com #171H, 172H and 173H will be added to Train #1 and Jeff Smith MDP1 7\_18 Fed Com #174H will be added to Train #3. Also, Nimitz MDP 1 12 Federal 8H (30-015-44527) has been plugged and will be removed from Train #1. There are not any wells being added or deleted at Train #2, so the process flow for that train remains the same as the previous approval. Wells feeding the Sand Dunes South Corridor Facility are listed below.

This commingle permit request includes the existing and future wells of the leases/CAs and pools listed below.

#### Wells to add to Train #1

12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP (GAS) (98220) - COM AGREEMENT PENDING

LEASE NUMBER	WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 171H	30-015-47258	M-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 172H	30-015-47249	M-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 173H	30-015-47247	N-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429

#### Existing wells at Train #1

12.5% BLM ROYALTY - POOL: COTTON DRAW; BONE SPRING (13367)

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 1H	30-015-44526	M-12-24S-30E	Jun-2018	155	42.80	587	1334	398
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 2H	30-015-44580	C-13-24S-30E	Jun-2018	102	42.80	679	1265	415
CA NMNM 138995 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 9H	30-015-44581	C-13-24S-30E	Jun-2018	155	42.80	577	1274	208
CA NMNM138996 50% NMNM82896 50% NMNM120897	NIMITZ MDP1 13 FEDERAL COM 1H	30-015-44524	C-13-24S-30E	TBD	1400	42.00	3700	1300	4500
CA NMNM 138996 75% NMNM82896 25% NMNM136214	NIMITZ MDP1 13 FEDERAL COM 2H	30-015-44498	P-12-24S-30E	Aug-2018	52	43.50	204	1263	133
CA NMNM 138997 75% NMNM82896 25% NMNM136214	NIMITZ MDP1 13 FEDERAL COM 3H	30-015-44525	M-07-24S-31E	Aug-2018	58	43.07	266	1288	222

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 1H	30-015-44298	M-07-24S-31E	Feb-2018	97	40.83	568	1337	207
CA NM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 2H	30-015-44299	C-18-24S-31E	Feb-2018	107	40.50	584	1338	215
CA NM137685 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 3Y	30-015-44457	C-18-24S-31E	Dec-2017	96	40.40	525	1289	165
CA NM137601 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 6H	30-015-44293	M-08-24S-31E	Nov-2017	103	41.60	482	1325	369
NMNM89172	PATTON MDP1 17 FEDERAL 1H	30-015-44459	N-08-24S-31E	Apr-2018	37	42.30	222	1306	28
NMNM89172	PATTON MDP1 17 FEDERAL 2H	30-015-44460	N-08-24S-31E	Apr-2018	48	41.90	256	1278	78
NMNM89172	PATTON MDP1 17 FEDERAL 3H	30-015-44496	N-08-24S-31E	Apr-2018	85	41.10	367	1289	160
NMNM89172	PATTON MDP1 17 FEDERAL 4H	30-015-44497	O-08-24S-31E	Apr-2018	54	41.20	416	1289	128
NMNM89172	PATTON MDP1 17 FEDERAL 5H	30-015-44444	P-08-24S-31E	Mar-2018	37	41.63	168	1298	64
NMNM89172	PATTON MDP1 17 FEDERAL 6H	30-015-44445	B-18-24S-31E	Mar-2018	58	41.63	168	1274	177
NMNM89819	PATTON MDP1 18 FED 23H	30-015-44316	B-18-24S-31E	Dec-2017	39	43.50	207	1335	161
NMNM89819	PATTON MDP1 18 FED 33H	30-015-44338	B-18-24S-31E	Dec-2017	52	43.15	907	1330	0
NMNM89819	PATTON MDP1 18 FED 73H	30-015-44318	M-07-24S-31E	Dec-2017	55	42.80	208	1318	214
NMNM89819	PATTON MDP1 18 FEDERAL 1H	30-015-44317	C-18-24S-31E	Feb-2018	54	41.48	362	1302	193
NMNM89819	PATTON MDP1 18 FEDERAL 2H	30-015-44337	C-18-24S-31E	Dec-2017	48	41.50	331	1321	186
NMNM89819	PATTON MDP1 18 FEDERAL 3H	30-015-44333	A-18-24S-31E	Dec-2017	29	41.70	191	1324	119
NMNM89819	PATTON MDP1 18 FEDERAL 5H	30-015-44272	A-18-24S-31E	Dec-2017	31	41.20	216	1275	106
NMNM89819	PATTON MDP1 18 FEDERAL 7H	30-015-44273	M-18-24S-31E	Dec-2017	38	41.50	286	1289	89
CA NMNM138291 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	SUNRISE MDP1 8-5 FEDERAL COM 1H	30-015-44369	M-08-24S-31E	Mar-2018	85	41.10	534	1335	225
CA NMNM138291 43.75% NMNM104730 6.25% NMNM82904 43.75% NMNM29234 6.25% NMNM63757	SUNRISE MDP1 8-5 FEDERAL COM 2H	30-015-44395	N-08-24S-31E	Mar-2018	93	41.40	726	1338	253

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM138294 50% NMNM29234 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 3H	30-015-44474	N-08-24S-31E	Apr-2018	92	40.50	526	1284	236
CA NMNM138295 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 4H	30-015-44475	N-08-24S-31E	Apr-2018	86	41.10	542	1291	246
CA NMNM138296 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 5H	30-015-44476	N-08-24S-31E	Mar-2018	95	41.03	574	1303	211
CA NMNM138296 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 6H	30-015-44473	N-08-24S-31E	Mar-2018	108	41.03	477	1265	278

12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP GAS (98220)

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
NMNM89819	PATTON MDP1 18 FEDERAL 6H	30-015-43854	A-18-24S-31E	Nov-2016	68	44.40	169	1326	313
NMNM89172	PATTON MDP1 17 FEDERAL 171H	30-015-44989	C-17-24S-31E	Nov-2018	85	44.50	268	1225	234
NMNM89172	PATTON MDP1 17 FEDERAL 172H	30-015-44990	C-17-24S-31E	Nov-2018	120	44.40	355	1382	278
NMNM89172	PATTON MDP1 17 FEDERAL 173H	30-015-44991	C-17-24S-31E	Nov-2018	112	43.60	314	1314	224
NMNM89172	PATTON MDP1 17 FEDERAL 174H	30-015-45077	B-17-24S-31E	Nov-2018	129	44.30	375	1275	149
NMNM89172	PATTON MDP1 17 FEDERAL 175H	30-015-45078	B-17-24S-31E	Nov-2018	106	44.40	253	1295	263
NMNM89172	PATTON MDP1 17 FEDERAL 176H	30-015-45079	A-17-24S-31E	Nov-2018	79	44.50	1184	1095	28
CA PENDING 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	Sunrise MDP1 8-5 Fed 171H	30-015-44930	C-17-24S-31E	Jun-2019	219	44.40	469	1325	663
CA PENDING 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	Sunrise MDP1 8-5 Fed 172H	30-015-44977	C-17-24S-31E	Jun-2019	148	44.40	389	1325	307
CA PENDING 50% NMNM29234 50% NMNM104730	Sunrise MDP1 8-5 Fed 173H	30-015-44931	C-17-24S-31E	Jun-2019	165	44.40	382	1325	363
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 174H	30-015-45112	B-17-24S-31E	Sep-2019	137	44.40	507	1325	325
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 175H	30-015-45152	B-17-24S-31E	Sep-2019	2019 181 44.40		547	1325	665
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 176H	30-015-45153	A-17-24S-31E	Sep-2019	165	44.40	528	1325	503

#### Existing well at Train #2

87.5% BLM ROYALTY (12.5%) & 12.5% FEE FOR BLM INTEREST ALLOCATION OF 10.94%

**POOL: COTTON DRAW; BONE SPRING (13367)** 

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM137686 50% NMNM82904 37.5% NMNM57273 12.5% FEE	PALLADIUM MDP1 7- 6 FEDERAL COM 4H	30-015-44295	P-07-24S-31E	Dec-2017	101	41.90	530	1295	300

#### Well to add to Train #3

93.75% BLM ROYALTY (12.5%) & 6.25% FEE FOR BLM INTEREST ALLOCATION OF 11.72%

POOL: PURPLE SAGE; WOLFCAMP (GAS) (98220) - COM AGREEMENT PENDING

LEASE NUMBER	WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM89819 43.75% NMNM57273 6.25% FEE	JEFF SMITH MDP1 7_18 FED COM 174H	30-015-47241	N-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429

#### Existing wells at Train #3

93.75% BLM ROYALTY (12.5%) & 6.25% FEE FOR BLM INTEREST ALLOCATION OF 11.72%

**POOL: COTTON DRAW; BONE SPRING (13367)** 

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM139920 50% NMNM97133 43.75% NMNM82896 6.25% FEE	NIMITZ MDP1 12 FEDERAL COM 7H	30-015-44529	P-12-24S-30E	Aug-2018	150	43.0	601	1272	387
CA NMNM137687 50.03% NMNM82904 43.72% NMNM57273 6.25% FEE	PALLADIUM MDP1 7- 6 FEDERAL COM 5H	30-015-44294	P-07-24S-31E	Nov-2017	127	41.4	396	1360	328
CA NMNM139920 50% NMNM97133 43.75% NMNM82896 6.25% FEE	NIMITZ MDP1 12 FEDERAL COM 6H	30-015-44528	P-12-24S-30E	Aug-2018	66	43.8	335	1320	258

#### **Process Description:**

Production from all wells is routed to one of three production trains, based on the Federal royalty rate. Each train has individual and separate primary oil and gas FMPs. There is no commingling of primary oil and gas production between trains.

Each train has a dedicated three-phase production separator(s) with turbine meters for oil and water and orifice meters for gas. Train #1 has two 10' X 40' production separators, Train 2 has one 6' X 20' production separator and Train 3 has one 6' X 20' production separator.

After separation at each train, each oil stream will flow through a dedicated heater treater, vertical recovery tower and LACT unit, all of which are dedicated to the specific train. The aforementioned LACT units serve as the oil FMPs for each train. The existing tanks will remain onsite. The tanks for Train #1 and Train #3, located between the vertical recovery towers and LACTs, will be incorporated into the design as emergency backup storage in the event of system upsets and power outages. Train #2 oil tank will be used in normal operations.

For each individual train, oil production will be allocated back to each well from the train's oil LACT (FMP) based on well test. For testing purposes, Train #1 is equipped with eight 6' x 20' three-phase test separators. Train #2 is an individual well with one 6' X 20' three-phase production separator, and Train #3 has one permanent 6' X 20' three-phase test separator. Each test vessel is equipped with an oil turbine meter, gas orifice meter and water turbine meter.

All wells will be tested daily prior to Range 1 of decline and will be tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells will be tested at least twice per month. Wells will be tested at least once per month when Range 3 of decline is started, as specified in Hearing Order R-14299.

For each individual train, the gas orifice meters on each production and test separator continuously measure and serve as the BLM gas FMPs. Gas is combined after being measured at the gas FMPs and flows through a gas scrubber then is sent to sales. Gas production for each train will be allocated back to each well based on the aforementioned well tests. Gas commingling will be handled through PLC 749A.

All water generated at the facility will be sent to the Sand Dunes SWD Integration System.

#### **Additional Application Components:**

The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations.

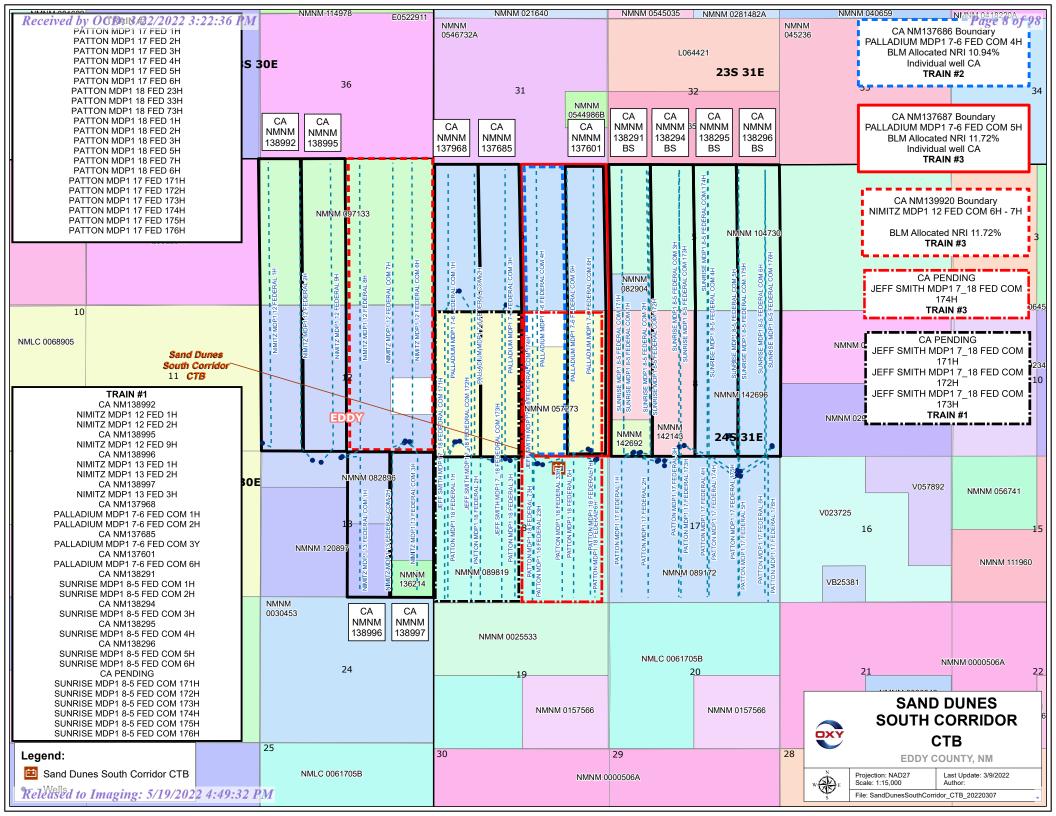
The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

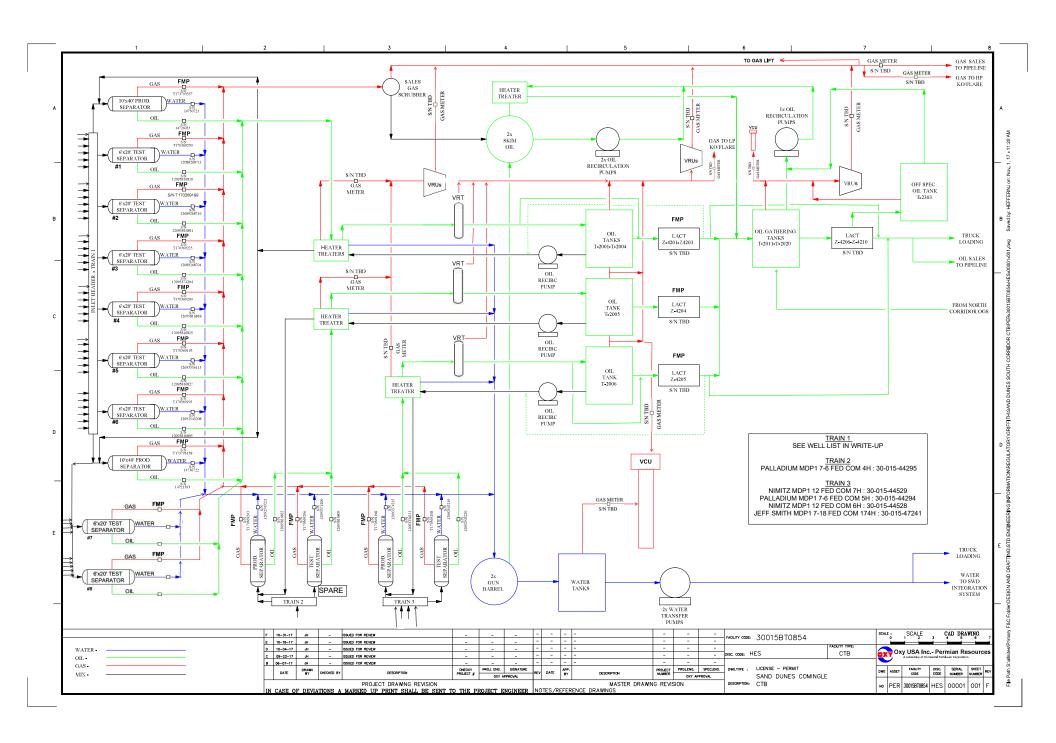
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

OXY USA INC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.





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 <u>District IV</u>

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

655.04

# 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

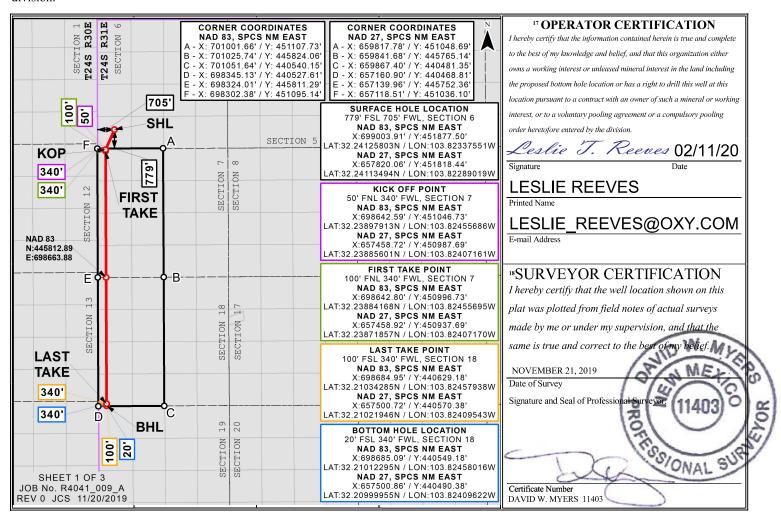
#### WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015- 47258	30-015- 47258 98220 PURPLE SAGE; WOLFCAMP					
<sup>4</sup> Property Code		<sup>5</sup> Property Name	<sup>6</sup> Well Number			
328304	JEF.	F SMITH MDP1 7_18 FED CO	M 171H			
<sup>7</sup> OGRID No.		<sup>8</sup> Operator Name	<sup>9</sup> Elevation			
16696		OXY USA INC.	3451'			

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
L 7	6	24S	31E		779	SOUTH	705	WEST	EDDY		
			11 Bo	ttom Hol	e Location If	Different Fron	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
L 4	18	24S	31E		20	SOUTH	340	WEST	EDDY		
12 Dedicated Acres	<sup>12</sup> Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.										

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.



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 <u>District IV</u>

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

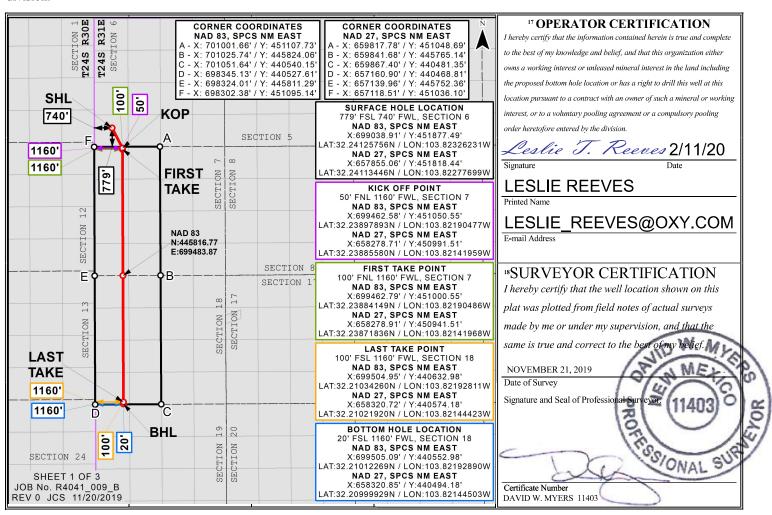
30-015-4724	98220 98220	PURPLE SAGE; W	OLFCAMP	
<sup>4</sup> Property Code	IEEE	<sup>5</sup> Property Name JEFF SMITH MDP1 7 18 FED COM		
<sup>7</sup> OGRID No.	JETT	8 Operator Name		
16696		OXY USA INC.		

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L 7	6	24S	31E		779	SOUTH	740	WEST	EDDY
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L 4	18	24S	31E		20	SOUTH	1160	WEST	EDDY

12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No. 655.04

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.



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

30-015- 47247		PURPLE SAGE; WOLFCAN	ИΡ
<sup>4</sup> Property Code 328304		<sup>5</sup> Property Name JEFF SMITH MDP1 7 18 FED COM	
<sup>7</sup> OGRID No.	8	8 Operator Name	
16696	OX	OXY USA INC.	

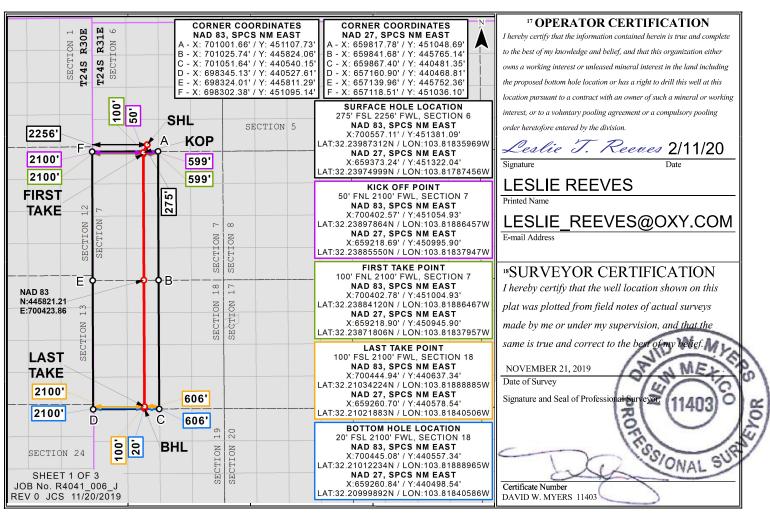
Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	6	24S	31E		275	SOUTH	2256	WEST	EDDY
11 Bottom Hole Location If Different From Surface									

Bottom Hole Location II Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	24S	31E		20	SOUTH	2100	WEST	EDDY
12 Dedicated Acres	12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.								
655.04									

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.



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 <u>District IV</u>

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

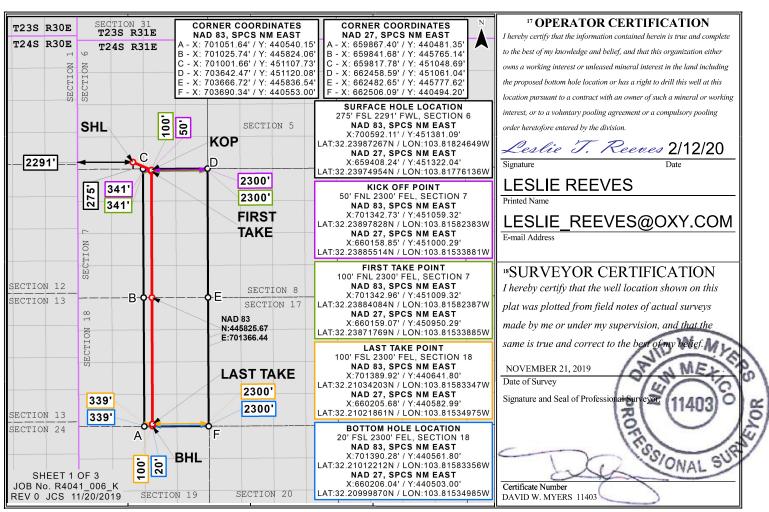
30-015-47241 98220		PURPLE SAGE; WOLFCAMP			
<sup>4</sup> Property Code	<sup>5</sup> Pı	<sup>5</sup> Property Name			
328304	JEFF SMITH M	JEFF SMITH MDP1 7 18 FED COM			
<sup>7</sup> OGRID No.	8 O <sub>I</sub>	8 Operator Name			
16696	OXY	OXY USA INC.			

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	6	24S	31E		275	SOUTH	2291	WEST	EDDY
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
О	18	24S	31E		20	SOUTH	2300	EAST	EDDY
12 Dedicated Acres	s 13 Joint or	Infill 14 (	Consolidation (	Code 15 Or	der No.				
640.0									

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.



5 Greenway Plaza, Suite 110, Houston, Texas 77046 P.O. Box 4294, Houston, Texas 77210-4294 Direct: 713.366.5106 Sandra\_Musallam@oxy.com

March 22, 2022

Re: Request for Pool and Lease Commingling, Off-lease Measurement, Sales, & Storage for the Sand Dunes South Corridor CTB

#### Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application for surface commingling to amend previously approved order PLC-522 for the Sand Dunes South Corridor CTB with the NMOCD. A copy of the application is attached. This request is for existing and future wells in the Lease / Communitization Agreements and Pools in the attached application.

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date of this letter.

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the order for future additions.

For questions regarding this application, please contact Sandra Musallam at (713) 366-5106.

Respectfully,

**OXY USA INC** 

Sandra Musallam

Regulatory Engineer - Compliance Lead

Sandra Musallam@oxy.com

To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
DRAGOON CREEK MINERALS LLC	P O BOX 470857	FORT WORTH	TX	76147	_9414811898765846187377
EMG REVOC TRUST	1000 W FOURTH STREET	ROSWELL	NM	88201	_9414811898765846187018
ENERGY PROPERTIES LIMITED LP	P O BOX 51408	CASPER	WY	82605	_9414811898765846187056
EOG RESOURCES INC	P O BOX 2267	MIDLAND	TX	79702	_9414811898765846187025
MAVEN ROYALTY 2 LP	620 TEXAS STREET STE 300	SHREVEPORT	LA	71101	_9414811898765846187094
MCCOMBS ENERGY LLC	750 E MULBERRY AVE STE 403	SAN ANTONIO	TX	78212	_9414811898765846187049
MCCOMBS ENERGY LTD	750 MULBERRY AVE STE 403	SAN ANTONIO	TX	78212	_9414811898765846187087
MITCHELL EXPLORATION	6212 HOMESTEAD BLVD	MIDLAND	TX	79707	_9414811898765846187032
MORRIS E SCHERTZ	P O DRAWER 2588	ROSWELL	NM	88202	_9414811898765846187070
PEGASUS RESOURCES NM LLC	P O BOX 470698	FORT WORTH	TX	76147	_9414811898765846187414
PERMIAN BASIN INVESTMENT CORP	3515 JOSHUA ST	CARLSBAD	NM	88220	_9414811898765846187469
ROEC INC	P O BOX 490	GRAND JUNCTION	СО	81502	_9414811898765846187407
SAM L SHACKELFORD	1096 MECHEM	RUIDOSO	NM	88345	_9414811898765846187490
SANTA ELENA MINERALS IV LP	PO BOX 470788	FORT WORTH	TX	76147	_9414811898765846187445
SANTA ELENA MINERALS V LP	PO BOX 732885	DALLAS	TX	75373	_9414811898765846187483
SNYDER RANCH INC	PO BOX 2158	HOBBS	NM	88241	_9414811898765846187438
WEST BEND ENERGY PARTNERS III LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	TX	76107	_9414811898765846187476
WILLIAM N HEISS PROFIT SHARING PLN	P O BOX 2680	CASPER	WY	82602	_9414811898765846187513
WING RESOURCES V LLC	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201	_9414811898765846187551
					MAILED 03/22/2022

## Carlsbad Current Argus.

## Affidavit of Publication Ad # 0005164884 This is not an invoice

OXY USA INC 5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

I, a legal clerk of the Carlsbad Current Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

03/10/2022

Notice of Application for Surface Commingling OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is apply-ing to the NMOCD to amend surface commingle permit PLC 552 for oil production at the Sand Dunes South Corridor Battery. The battery is located in Eddy County in Section 18 in T245 R31E. Wells going to this battery are located in Sections 5, 6, 7, 8, 17 and 18 in T245 R31E and Sections 1, 12 and 13 in T345 R31E and Sections 1, 12 and 13 in T24S R30E. duction is from the Cotton Draw; Bone Spring and Purple Sage; Wolfcamp Gas. Pursuant to NMAC 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106.

#5164884, Current Argus, March 10, 2022

Mey Legal Clerk

Subscribed and sworn before me this March 10, 2022:

State of WI, County of Brown NOTARY PUBLIC

NOTART TOBLIC

My commission expires

KATHLEEN ALLEN Notary Public State of Wisconsin

Ad # 0005164884 PO #: Sand Dunes South Corridor Battery

# of Affidavits1

This is not an invoice

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

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

Form C-107-B Revised August 1, 2011

#### OIL CONSERVATION DIVISION

1220 S. St Francis Drive Santa Fe, New Mexico 87505 Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

APPLICATION	FOR SURFACE	<u>COMMI</u> NGLING	<del>G</del> (DIVERSE	OWNERSHIP)		
OPERATOR NAME: OXY U	SA INC					
OPERATOR ADDRESS: PO BO	PO BOX 4294 HOUSTON, TX 77210					
APPLICATION TYPE:						
☐ Pool Commingling ☐ Lease Comming	ing ■Pool and Lease Co	mmingling  Off-Lease	Storage and Measu	rement (Only if not Surface	e Commingled)	
	State  Fede		-	· · ·		
Is this an Amendment to existing Ord			the appropriate (	Order No. PLC-552		
Have the Bureau of Land Managemer  ⊠Yes □No					ingling	
(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	
SEE ATTACHED						
				1		
				1		
				1		
				1		
(2) Are any wells producing at top allow		1	•	1	,	
(3) Has all interest owners been notified			⊠Yes □No.			
(4) Measurement type: Metering (5) Will commingling decrease the valu	Other (Specify) : ALL			ing should be approved		
(-) commissing decrease the value		<u></u>	commingi	Silvara of approved		
	(D) III :	CE COMMUNICATION	10			
		SE COMMINGLINGS with the following in				
(1) Pool Name and Code.	i icase attach sheet	s with the following h	mormation			
(2) Is all production from same source of	f supply? Yes N	o				
(3) Has all interest owners been notified		posed commingling?	□Yes □N	lo		
(4) Measurement type:  Metering	U Other (Specify)					
	(C) POOL and	LEASE COMMIN	GLING			
		s with the following in				
(1) Complete Sections A and E.			· · · · · · · · · · · · · · · · · · ·			
	<u></u>	100 100				
	(D) OFF-LEASE ST					
(1) Is all production from same source of		ets with the following	mormation			
(2) Include proof of notice to all interest	— —					
-						
(E) A	DDITIONAL INFO			ypes)		
		s with the following in	nformation			
(1) A schematic diagram of facility, incl		ione Include lease must	are if Fodorel on St	ata lande ara invaluad		
<ul> <li>(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.</li> <li>(3) Lease Names, Lease and Well Numbers, and API Numbers.</li> </ul>						
I hereby certify that the information above	is true and complete to the	best of my knowledge an	d belief.			
SIGNATURE: TITLE: REGULATORY ENGINEER DATE: _03/21/2022						
TYPE OR PRINT NAMESANDRA MUSALLAM TELEPHONE NO.:713-366-5106						
E-MAIL ADDRESS:SANDRA_MUSALLAM@OXY.COM						

a oy oos. Simminomi S.m.				Revised March 23, 2017	
RECEIVED:	REVIEWER:	TYPE:	APP NO:		

NEW MEXICO OIL CONSERY - Geological & Engineerir 1220 South St. Francis Drive, San	ng Bureau –
THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS WHICH REQUIRE PROCESSING AT THE	CATIONS FOR EXCEPTIONS TO DIVISION RULES AND
Applicant: OXY USA INC.  Well Name: JEFF SMITH MDP1 7_18 FED COM 171H & MULTIPLE  Pool: PURPLE SAGE; WOLFCAMP (GAS) & MULTIPLE	OGRID Number: 16696 API: 30-015-47258 & MULTIPLE Pool Code: 98220 & MULTIPLE
SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIREMENTS	JIRED TO PROCESS THE TYPE OF APPLICATION
1) <b>TYPE OF APPLICATION:</b> Check those which apply for [ A. Location – Spacing Unit – Simultaneous Dedicati  NSL NSP <sub>(PROJECT AREA)</sub>	•
[ II ] Injection – Disposal – Pressure Increase – Ent	OLS OLM PLC 552  nanced Oil Recovery  EOR PPR  FOR OCD ONLY
2) NOTIFICATION REQUIRED TO: Check those which app  A. Offset operators or lease holders  B. Royalty, overriding royalty owners, revenue of the control of t	Notice Complete  Application Content Complete
3) <b>CERTIFICATION:</b> I hereby certify that the information s administrative approval is <b>accurate</b> and <b>complete</b> to understand that <b>no action</b> will be taken on this applications are submitted to the Division.	the best of my knowledge. I also
Note: Statement must be completed by an individual wi	th managerial and/or supervisory capacity.
SANDRA MUSALLAM	03/14/2022 Date
Print or Type Name	713-366-5106 Phone Number
Signature	SANDRA_MUSALLAM@OXY.COM e-mail Address

Released to Imaging: 5/19/2022 4:49:32 PM

## APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE Commingling proposal for Oil Production for Sand Dunes South Corridor Facility

OXY USA INC respectfully requests to amend PLC-552 for oil production at the Sand Dunes South Corridor Facility (B 18 T24S R31E). Jeff Smith MDP1 7\_18 Fed Com #171H, 172H and 173H will be added to Train #1 and Jeff Smith MDP1 7\_18 Fed Com #174H will be added to Train #3. Also, Nimitz MDP 1 12 Federal 8H (30-015-44527) has been plugged and will be removed from Train #1. There are not any wells being added or deleted at Train #2, so the process flow for that train remains the same as the previous approval. Wells feeding the Sand Dunes South Corridor Facility are listed below.

This commingle permit request includes the existing and future wells of the leases/CAs and pools listed below.

#### Wells to add to Train #1

12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP (GAS) (98220) - COM AGREEMENT PENDING

LEASE NUMBER	WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 171H	30-015-47258	M-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 172H	30-015-47249	M-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429
CA PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 173H	30-015-47247	N-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429

#### Existing wells at Train #1

12.5% BLM ROYALTY - POOL: COTTON DRAW; BONE SPRING (13367)

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 1H	30-015-44526	M-12-24S-30E	Jun-2018	155	42.80	587	1334	398
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 2H	30-015-44580	C-13-24S-30E	Jun-2018	102	42.80	679	1265	415
CA NMNM 138995 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 9H	30-015-44581	C-13-24S-30E	Jun-2018	155	42.80	577	1274	208
CA NMNM138996 50% NMNM82896 50% NMNM120897	NIMITZ MDP1 13 FEDERAL COM 1H	30-015-44524	C-13-24S-30E	TBD	1400	42.00	3700	1300	4500
CA NMNM 138996 75% NMNM82896 25% NMNM136214	NIMITZ MDP1 13 FEDERAL COM 2H	30-015-44498	P-12-24S-30E	Aug-2018	52	43.50	204	1263	133
CA NMNM 138997 75% NMNM82896 25% NMNM136214	NIMITZ MDP1 13 FEDERAL COM 3H	30-015-44525	M-07-24S-31E	Aug-2018	58	43.07	266	1288	222

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 1H	30-015-44298	M-07-24S-31E	Feb-2018	97	40.83	568	1337	207
CA NM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 2H	30-015-44299	C-18-24S-31E	Feb-2018	107	40.50	584	1338	215
CA NM137685 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 3Y	30-015-44457	C-18-24S-31E	Dec-2017	96	40.40	525	1289	165
CA NM137601 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 6H	30-015-44293	M-08-24S-31E	Nov-2017	103	41.60	482	1325	369
NMNM89172	PATTON MDP1 17 FEDERAL 1H	30-015-44459	N-08-24S-31E	Apr-2018	37	42.30	222	1306	28
NMNM89172	PATTON MDP1 17 FEDERAL 2H	30-015-44460	N-08-24S-31E	Apr-2018	48	41.90	256	1278	78
NMNM89172	PATTON MDP1 17 FEDERAL 3H	30-015-44496	N-08-24S-31E	Apr-2018	85	41.10	367	1289	160
NMNM89172	PATTON MDP1 17 FEDERAL 4H	30-015-44497	O-08-24S-31E	Apr-2018	54	41.20	416	1289	128
NMNM89172	PATTON MDP1 17 FEDERAL 5H	30-015-44444	P-08-24S-31E	Mar-2018	37	41.63	168	1298	64
NMNM89172	PATTON MDP1 17 FEDERAL 6H	30-015-44445	B-18-24S-31E	Mar-2018	58	41.63	168	1274	177
NMNM89819	PATTON MDP1 18 FED 23H	30-015-44316	B-18-24S-31E	Dec-2017	39	43.50	207	1335	161
NMNM89819	PATTON MDP1 18 FED 33H	30-015-44338	B-18-24S-31E	Dec-2017	52	43.15	907	1330	0
NMNM89819	PATTON MDP1 18 FED 73H	30-015-44318	M-07-24S-31E	Dec-2017	55	42.80	208	1318	214
NMNM89819	PATTON MDP1 18 FEDERAL 1H	30-015-44317	C-18-24S-31E	Feb-2018	54	41.48	362	1302	193
NMNM89819	PATTON MDP1 18 FEDERAL 2H	30-015-44337	C-18-24S-31E	Dec-2017	48	41.50	331	1321	186
NMNM89819	PATTON MDP1 18 FEDERAL 3H	30-015-44333	A-18-24S-31E	Dec-2017	29	41.70	191	1324	119
NMNM89819	PATTON MDP1 18 FEDERAL 5H	30-015-44272	A-18-24S-31E	Dec-2017	31	41.20	216	1275	106
NMNM89819	PATTON MDP1 18 FEDERAL 7H	30-015-44273	M-18-24S-31E	Dec-2017	38	41.50	286	1289	89
CA NMNM138291 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	CA NMNM138291 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 SUNRISE MDP1 8-5 FEDERAL COM 1H		M-08-24S-31E	Mar-2018	85	41.10	534	1335	225
CA NMNM138291 43.75% NMNM104730 6.25% NMNM82904 43.75% NMNM29234 6.25% NMNM63757	CA NMNM138291 13.75% NMNM104730 SUNRISE MDP1 8-5 6.25% NMNM82904 FEDERAL COM 2H 43.75% NMNM29234		N-08-24S-31E	Mar-2018	93	41.40	726	1338	253

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM138294 50% NMNM29234 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 3H	30-015-44474	N-08-24S-31E	Apr-2018	92	40.50	526	1284	236
CA NMNM138295 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 4H	30-015-44475	N-08-24S-31E	Apr-2018	86	41.10	542	1291	246
CA NMNM138296 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 5H	30-015-44476	N-08-24S-31E	Mar-2018	95	41.03	574	1303	211
CA NMNM138296 50% NMNM31963 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 6H	30-015-44473	N-08-24S-31E	Mar-2018	108	41.03	477	1265	278

12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP GAS (98220)

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
NMNM89819	PATTON MDP1 18 FEDERAL 6H	30-015-43854	A-18-24S-31E	Nov-2016	68	44.40	169	1326	313
NMNM89172	PATTON MDP1 17 FEDERAL 171H	30-015-44989	C-17-24S-31E	Nov-2018	85	44.50	268	1225	234
NMNM89172	PATTON MDP1 17 FEDERAL 172H	30-015-44990	C-17-24S-31E	Nov-2018	120	44.40	355	1382	278
NMNM89172	PATTON MDP1 17 FEDERAL 173H	30-015-44991	C-17-24S-31E	Nov-2018	112	43.60	314	1314	224
NMNM89172	PATTON MDP1 17 FEDERAL 174H	30-015-45077	B-17-24S-31E	Nov-2018	129	44.30	375	1275	149
NMNM89172	PATTON MDP1 17 FEDERAL 175H	30-015-45078	B-17-24S-31E	Nov-2018	106	44.40	253	1295	263
NMNM89172	PATTON MDP1 17 FEDERAL 176H	30-015-45079	A-17-24S-31E	Nov-2018	79	44.50	1184	1095	28
CA PENDING 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	Sunrise MDP1 8-5 Fed 171H	30-015-44930	C-17-24S-31E	Jun-2019	219	44.40	469	1325	663
CA PENDING 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM29234 12.5% NMNM63757	Sunrise MDP1 8-5 Fed 172H	30-015-44977	C-17-24S-31E	Jun-2019	148	44.40	389	1325	307
CA PENDING 50% NMNM29234 50% NMNM104730	Sunrise MDP1 8-5 Fed 173H	30-015-44931	C-17-24S-31E	Jun-2019	165	44.40	382	1325	363
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 174H	30-015-45112	B-17-24S-31E	Sep-2019	137	44.40	507	1325	325
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 175H	30-015-45152	B-17-24S-31E	Sep-2019	181	44.40	547	1325	665
CA PENDING 50% NMNM31963 50% NMNM104730	Sunrise MDP1 8-5 Fed 176H	30-015-45153	A-17-24S-31E	Sep-2019	165	44.40	528	1325	503

#### Existing well at Train #2

#### 87.5% BLM ROYALTY (12.5%) & 12.5% FEE FOR BLM INTEREST ALLOCATION OF 10.94%

**POOL: COTTON DRAW; BONE SPRING (13367)** 

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM137686 50% NMNM82904 37.5% NMNM57273 12.5% FEE	PALLADIUM MDP1 7- 6 FEDERAL COM 4H	30-015-44295	P-07-24S-31E	Dec-2017	101	41.90	530	1295	300

#### Well to add to Train #3

#### 12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP (GAS) (98220) - COM AGREEMENT PENDING

LEASE NUMBER	WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM89819 37.5% NMNM57273 12.5% FEE	JEFF SMITH MDP1 7_18 FED COM 174H	30-015-47241	N-06-24S-31E	EST Jul-2022	1080	45.0	2480	1300	2429

#### Existing wells at Train #3

#### 93.75% BLM ROYALTY (12.5%) & 6.25% FEE FOR BLM INTEREST ALLOCATION OF 11.72%

**POOL: COTTON DRAW; BONE SPRING (13367)** 

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM139920 50% NMNM97133 37.5% NMNM82896	NIMITZ MDP1 12 FEDERAL COM 7H	30-015-44529	P-12-24S-30E	Aug-2018	150	43.02	601	1272	387
12.5% FEE	FEDERAL COWI /H								
CA NMNM137687 50.03% NMNM82904 43.72% NMNM57273 6.25% FEE	PALLADIUM MDP1 7- 6 FEDERAL COM 5H	30-015-44294	P-07-24S-31E	Nov-2017	127	41.40	396	1360	328
CA NMNM139920 50% NMNM97133 37.5% NMNM82896 12.5% FEE	NIMITZ MDP1 12 FEDERAL COM 6H	30-015-44528	P-12-24S-30E	Aug-2018	66	43.80	335	1320	258

#### **Process Description:**

Production from all wells is routed to one of three production trains, based on the Federal royalty rate. Each train has individual and separate primary oil and gas FMPs. There is no commingling of primary oil and gas production between trains.

Each train has a dedicated three-phase production separator(s) with turbine meters for oil and water and orifice meters for gas. Train #1 has two 10' X 40' production separators, Train 2 has one 6' X 20' production separator and Train 3 has one 6' X 20' production separator.

After separation at each train, each oil stream will flow through a dedicated heater treater, vertical recovery tower and LACT unit, all of which are dedicated to the specific train. The aforementioned LACT units serve as the oil FMPs for each train. The existing tanks will remain onsite. The tanks for Train #1 and Train #3, located between the vertical recovery towers and LACTs, will be incorporated into the design as emergency backup storage in the event of system upsets and power outages. Train #2 oil tank will be used in normal operations.

For each individual train, oil production will be allocated back to each well from the train's oil LACT (FMP) based on well test. For testing purposes, Train #1 is equipped with eight 6' x 20' three-phase test separators. Train #2 is an individual well with one 6' X 20'

three-phase production separator, and Train #3 has one permanent 6' X 20' three-phase test separator. Each test vessel is equipped with an oil turbine meter, gas orifice meter and water turbine meter.

All wells will be tested daily prior to Range 1 of decline and will be tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells will be tested at least twice per month. Wells will be tested at least once per month when Range 3 of decline is started, as specified in Hearing Order R-14299.

For each individual train, the gas orifice meters on each production and test separator continuously measure and serve as the BLM gas FMPs. Gas is combined after being measured at the gas FMPs and flows through a gas scrubber then is sent to sales. Gas production for each train will be allocated back to each well based on the aforementioned well tests. Gas commingling will be handled through PLC 749A.

All water generated at the facility will be sent to the Sand Dunes SWD Integration System.

#### **Additional Application Components:**

The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations.

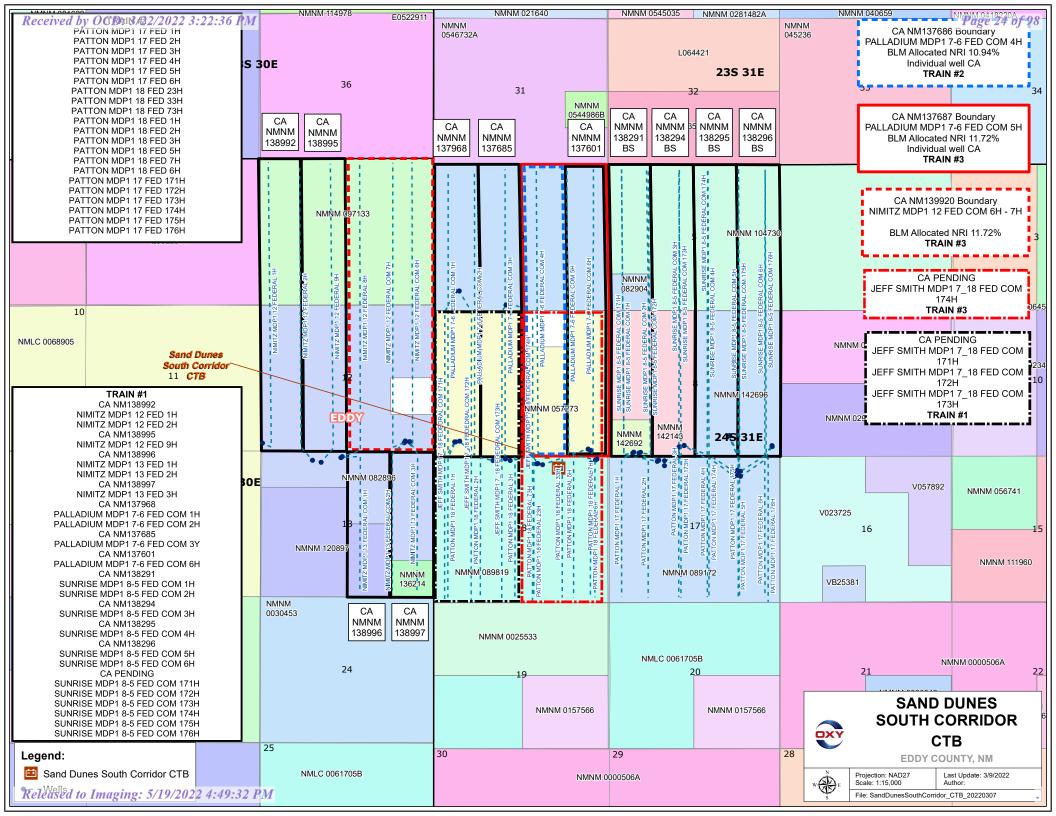
The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

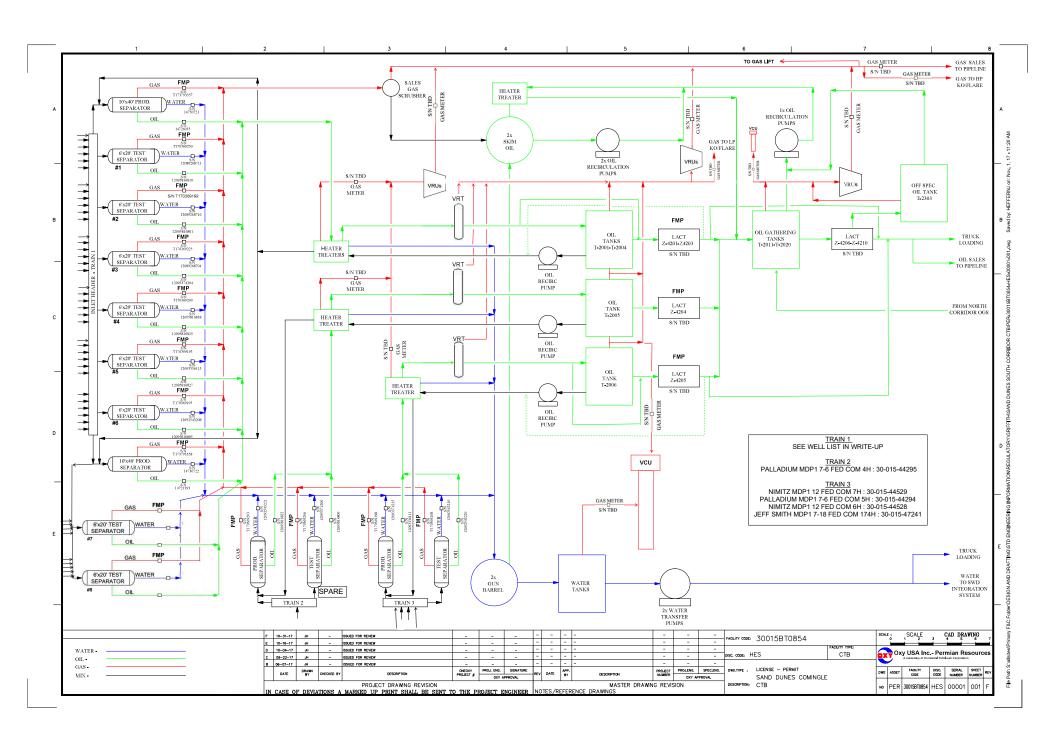
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

OXY USA INC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.





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

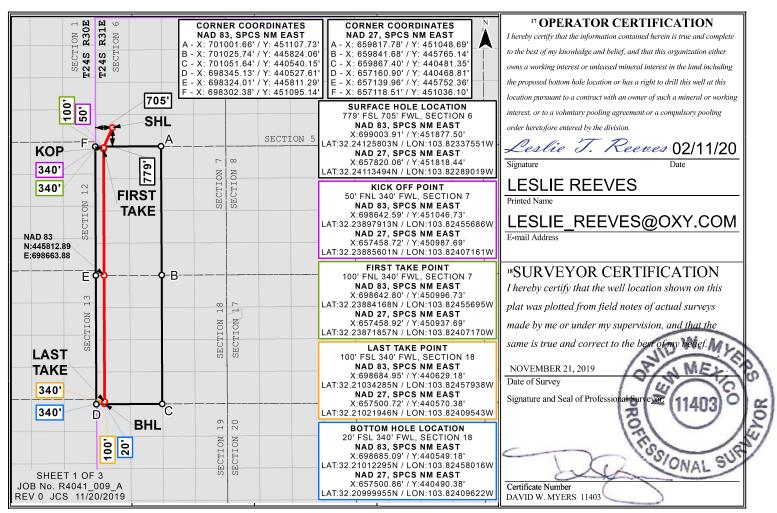
#### WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015- 47258		PURPLE SAGE; WOLFCAN	MР		
<sup>4</sup> Property Code	5	Property Name	<sup>6</sup> Well Number		
328304	JEFF SMITH	MDP1 7_18 FED COM	171H		
<sup>7</sup> OGRID No.	8	Operator Name	<sup>9</sup> Elevation		
16696	OX	OXY USA INC.			

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
L 7	6	24S	31E		779	SOUTH	705	WEST	EDDY			
<sup>11</sup> Bottom Hole Location If Different From Surface												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
L 4	18	24S	31E		20	SOUTH	340	WEST	EDDY			
12 Dedicated Acres	s 13 Joint o	r Infill 14 C	Consolidation (	Code 15 Or	der No.							
655.04												

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.



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 <u>District IV</u>

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

655.04

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

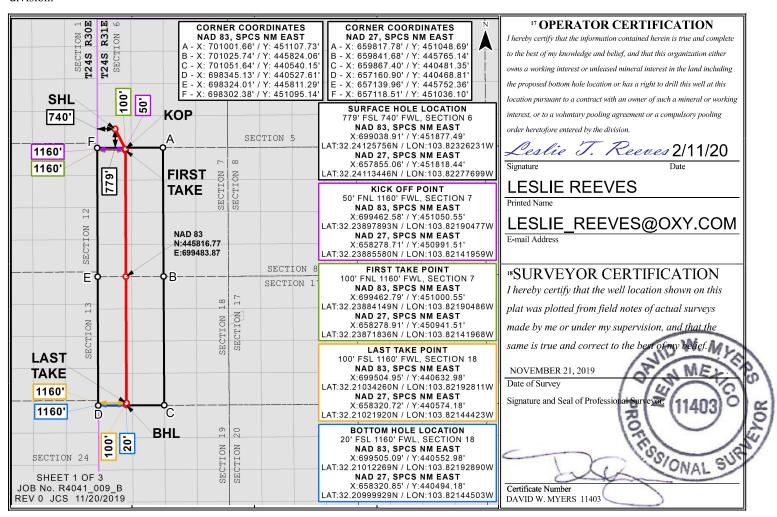
WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015-4724	98220 Pool Code	PURPLE SAGE; WOLFCAN	ИΡ		
<sup>4</sup> Property Code		Property Name MDP1 7 18 FED COM	<sup>6</sup> Well Number 172H		
<sup>7</sup> OGRID No.		Operator Name	9 Elevation		
16696	OX	OXY USA INC.			

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County				
L 7	6	24S	31E		779	SOUTH	740	WEST	EDDY				
	<sup>11</sup> Bottom Hole Location If Different From Surface												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County				
L 4   18   24S   31E   20   SOUTH   1160   WEST   EDDY													
12 Dedicated Acre	12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.												

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.



811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410

Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>
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

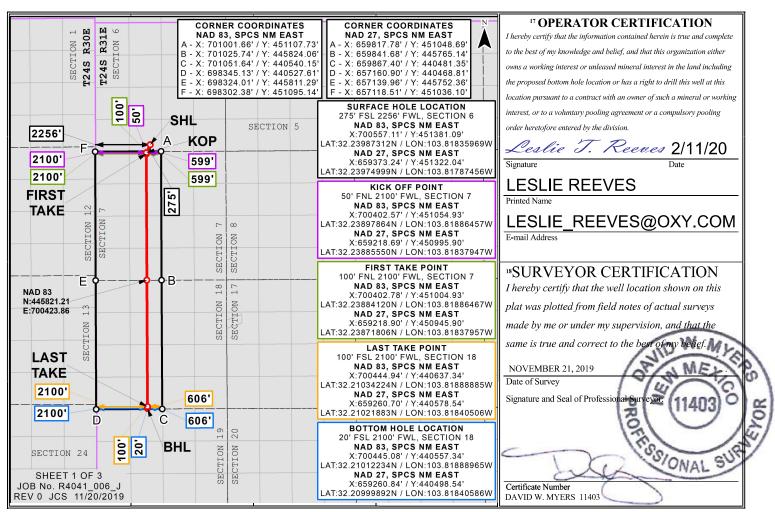
30-015- 47247	PURPLE SAGE; WOLFCAMP		
<sup>4</sup> Property Code 328304	<sup>5</sup> Property Name JEFF SMITH MDP1 7_18 FED COM		
<sup>7</sup> ogrid №. 16696	Operator Name Y USA INC.	<sup>9</sup> Elevation 3460'	

#### <sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	6	24S	31E		275	SOUTH	2256	WEST	EDDY
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	24S	31E		20	SOUTH	2100	WEST	EDDY
12 Dedicated Acres	13 Joint or	Infill 14 (	Consolidation	Code 15 Or	der No.				
655.04									

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.



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 <u>District IV</u>

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

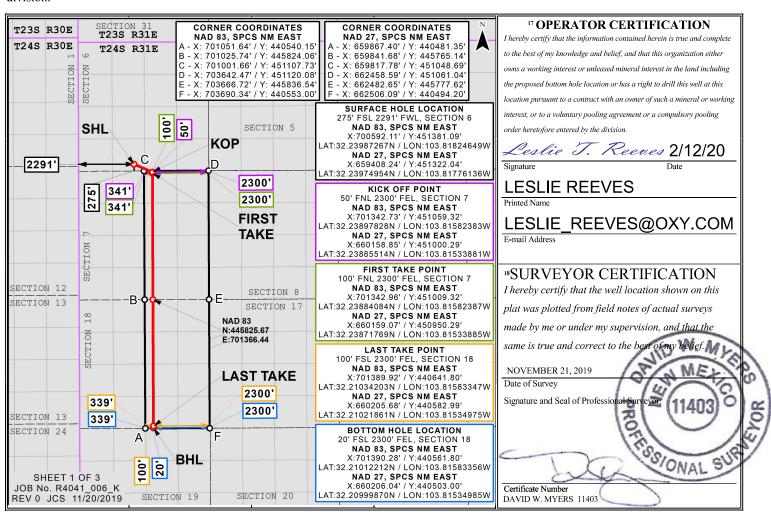
WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015-4724	98220 Pool Code	PURPLE SAGE; WOLFCAN	MP
<sup>4</sup> Property Code		roperty Name ADP1 7-18 FED COM	<sup>6</sup> Well Number 174H
<sup>7</sup> OGRID No.		perator Name	<sup>9</sup> Elevation
16696	OXY	USA INC.	3460'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	İ
N	6	24S	31E		275	SOUTH	2291	WEST	EDDY	
<sup>11</sup> Bottom Hole Location If Different From Surface									_	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
О	18	24S	31E		20	SOUTH	2300	EAST	EDDY	

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.





5 Greenway Plaza, Suite 110, Houston, Texas 77046 P.O. Box 4294, Houston, Texas 77210-4294 Direct: 713.366.5106 Sandra\_Musallam@oxy.com

March 22, 2022

Re: Request for Pool and Lease Commingling, Off-lease Measurement, Sales, & Storage for the Sand Dunes South Corridor CTB

#### Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application for surface commingling to amend previously approved order PLC-522 for the Sand Dunes South Corridor CTB with the NMOCD. A copy of the application is attached. This request is for *existing and future wells in the Lease / Communitization Agreements and Pools in the attached application*.

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date of this letter.

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the order for future additions.

For questions regarding this application, please contact Sandra Musallam at (713) 366-5106.

Respectfully,

**OXY USA INC** 

Sandra Musallam

Regulatory Engineer - Compliance Lead

Sandra Musallam@oxy.com

To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
DRAGOON CREEK MINERALS LLC	P O BOX 470857	FORT WORTH	TX	76147	_9414811898765846187377
EMG REVOC TRUST	1000 W FOURTH STREET	ROSWELL	NM	88201	_9414811898765846187018
ENERGY PROPERTIES LIMITED LP	P O BOX 51408	CASPER	WY	82605	_9414811898765846187056
EOG RESOURCES INC	P O BOX 2267	MIDLAND	TX	79702	_9414811898765846187025
MAVEN ROYALTY 2 LP	620 TEXAS STREET STE 300	SHREVEPORT	LA	71101	_9414811898765846187094
MCCOMBS ENERGY LLC	750 E MULBERRY AVE STE 403	SAN ANTONIO	TX	78212	_9414811898765846187049
MCCOMBS ENERGY LTD	750 MULBERRY AVE STE 403	SAN ANTONIO	TX	78212	_9414811898765846187087
MITCHELL EXPLORATION	6212 HOMESTEAD BLVD	MIDLAND	TX	79707	_9414811898765846187032
MORRIS E SCHERTZ	P O DRAWER 2588	ROSWELL	NM	88202	_9414811898765846187070
PEGASUS RESOURCES NM LLC	P O BOX 470698	FORT WORTH	TX	76147	_9414811898765846187414
PERMIAN BASIN INVESTMENT CORP	3515 JOSHUA ST	CARLSBAD	NM	88220	_9414811898765846187469
ROEC INC	P O BOX 490	GRAND JUNCTION	СО	81502	_9414811898765846187407
SAM L SHACKELFORD	1096 MECHEM	RUIDOSO	NM	88345	_9414811898765846187490
SANTA ELENA MINERALS IV LP	PO BOX 470788	FORT WORTH	TX	76147	_9414811898765846187445
SANTA ELENA MINERALS V LP	PO BOX 732885	DALLAS	TX	75373	_9414811898765846187483
SNYDER RANCH INC	PO BOX 2158	HOBBS	NM	88241	_9414811898765846187438
WEST BEND ENERGY PARTNERS III LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	TX	76107	_9414811898765846187476
WILLIAM N HEISS PROFIT SHARING PLN	P O BOX 2680	CASPER	WY	82602	_9414811898765846187513
WING RESOURCES V LLC	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201	_9414811898765846187551
					MAILED 03/22/2022

## Carlsbad Current Argus.

## Affidavit of Publication Ad # 0005164884 This is not an invoice

OXY USA INC 5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

I, a legal clerk of the Carlsbad Current Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

03/10/2022

Notice of Application for Surface Commingling OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is apply-ing to the NMOCD to amend surface commingle permit PLC 552 for oil production at the Sand Dunes South Corridor Battery. The battery is located in Eddy County in Section 18 in T245 R31E. Wells going to this battery are located in Sections 5, 6, 7, 8, 17 and 18 in T245 R31E and Sections 1, 12 and 13 in T345 R31E and Sections 1, 12 and 13 in T24S R30E. duction is from the Cotton Draw; Bone Spring and Purple Sage; Wolfcamp Gas. Pursuant to NMAC 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106.

#5164884, Current Argus, March 10, 2022

Mey Marie Legal Clerk

Subscribed and sworn before me this March 10, 2022:

State of WI, County of Brown NOTARY PUBLIC

1-7-0

My commission expires

KATHLEEN ALLEN Notary Public State of Wisconsin

Ad # 0005164884 PO #: Sand Dunes South Corridor Battery # of Affidavits 1

This is not an invoice



U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Sundry Print Report®
04/14/2022

Well Name: JEFF SMITH MDP1 7-18 Well Location: T24S / R31E / SEC 6 / County or Parish/State: EDDY /

FEDERAL C SESW / 32.2398726 / -103.8182464

Well Number: 174H Type of Well: OIL WELL Allottee or Tribe Name:

Lease Number: NMNM82904 Unit or CA Name: Unit or CA Number:

**US Well Number:** 300154724100X1 **Well Status:** Approved Application for **Operator:** OXY USA

Permit to Drill INCORPORATED

#### **Notice of Intent**

**Sundry ID:** 2667028

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 04/14/2022 Time Sundry Submitted: 09:49

Date proposed operation will begin: 05/16/2022

**Procedure Description:** OXY USA INC requests to add an additional Communitization Agreement to the previously approved Commingle Permit for Sand Dunes Battery Train #3 (AFMSS 1519286 submittal including Nimitz MDP1 12 Fed Com 6H 30-015-44528) according to 43 CFR 3173.14 (a)(1)(iii). Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves. Production allocation methodology and other pertinent information are attached.

#### **Surface Disturbance**

Is any additional surface disturbance proposed?: No

#### **NOI Attachments**

#### **Procedure Description**

Sand\_Dunes\_TR3\_BLM\_Submittal\_20220414094849.pdf

Page 1 of 2

eived by OCD: 3/22/2022 3:22:36 PM Well Name: JEFF SMITH MDP1 7-18

FEDERAL C

Well Location: T24S / R31E / SEC 6 / SESW / 32.2398726 / -103.8182464

County or Parish/State: Page 34 of

Well Number: 174H

Type of Well: OIL WELL

Allottee or Tribe Name:

Lease Number: NMNM82904

**Unit or CA Name:** 

**Unit or CA Number:** 

**US Well Number: 300154724100X1** 

Well Status: Approved Application for

Permit to Drill

Operator: OXY USA **INCORPORATED** 

### **Operator Certification**

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

**Operator Electronic Signature:** SANDRA MUSALLAM Signed on: APR 14, 2022 09:48 AM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON State: TX

Phone: (713) 366-5106

Email address: SANDRA\_MUSALLAM@OXY.COM

#### **Field Representative**

**Representative Name:** 

**Street Address:** 

State:

Zip:

Phone:

City:

**Email address:** 



U.S. Department of the Interior **BUREAU OF LAND MANAGEMENT**  Sundry Print Repor

Well Name: JEFF SMITH MDP1 7-18 Well Location: T24S / R31E / SEC 6 / County or Parish/State: EDDY /

FEDERAL C SESW / 32.2398731 / -103.8183596

Well Number: 173H Type of Well: OIL WELL Allottee or Tribe Name:

Lease Number: NMNM82904 **Unit or CA Name: Unit or CA Number:** 

**US Well Number: 300154724700X1** Operator: OXY USA Well Status: Approved Application for

Permit to Drill **INCORPORATED** 

#### **Notice of Intent**

**Sundry ID: 2667023** 

Type of Submission: Notice of Intent Type of Action: Commingling (Surface)

Date Sundry Submitted: 04/14/2022 Time Sundry Submitted: 09:39

Date proposed operation will begin: 05/16/2022

Procedure Description: OXY USA INC requests to add additional Communitization Agreements to the previously approved Commingle Permit for Sand Dunes Battery Train #1 (AFMSS 2159434 submittal including Patton MDP1 17 Fed 1H 30-015-44459) according to 43 CFR 3173.14 (a)(1)(i). Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves. Production allocation methodology and other pertinent information are attached.

#### **Surface Disturbance**

Is any additional surface disturbance proposed?: No

#### **NOI Attachments**

#### **Procedure Description**

Sand\_Dunes\_TR1\_Commingle\_BLM\_Submittal\_20220414093905.pdf

Page 1 of 2

eived by OCD: 3/22/2022 3:22:36 PM Well Name: JEFF SMITH MDP1 7-18

FEDERAL C

Well Location: T24S / R31E / SEC 6 / SESW / 32.2398731 / -103.8183596

County or Parish/State: Page 36 of

Well Number: 173H

Type of Well: OIL WELL

Allottee or Tribe Name:

Lease Number: NMNM82904

**Unit or CA Name:** 

**Unit or CA Number:** 

**US Well Number: 300154724700X1** 

Well Status: Approved Application for

Permit to Drill

Operator: OXY USA **INCORPORATED** 

### **Operator Certification**

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

**Operator Electronic Signature:** SANDRA MUSALLAM Signed on: APR 14, 2022 09:39 AM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON State: TX

Phone: (713) 366-5106

Email address: SANDRA\_MUSALLAM@OXY.COM

#### **Field Representative**

**Representative Name:** 

**Street Address:** 

City:

State:

Zip:

Phone:

**Email address:** 

## Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the  $1^{st}$  day of April 2022, 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 24 South, Range 31 East, N.M.P.M.

Section 7: E/2 Section 18: E/2

Containing 655.04 acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the <u>oil</u>, <u>natural gas and associated liquid hydrocarbons</u> 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 OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046. 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian 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 April 1, 2022, 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 2year 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 occur 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. <u>Nondiscrimination.</u> 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.

OPERATOR:	OXY USA INC.
DATE:	BY: James Laning Attorney-in-Fact

Notary Public in and for the State of Texas

STATE OF TEXAS	)	
COUNTY OF HARRIS	)	
This instrument was ackr JAMES LANING, ATTORNE behalf of said corporation.	nowledged before me on Y-IN-FACT of OXY USA INC., a	, 2022, by Delaware corporation, on

ACKNOWLEDGMENT

## **LESSEE OF RECORD NMNM-057273**

		OXY USA	A INC.
DATE:		BY:	
			James Laning Attorney-in-Fact
	ACKNOWLE	EDGMENT	
STATE OF TEXAS	)		
COUNTY OF HARRIS	)		
This instrument was acknow JAMES LANING, ATTOR! behalf of said corporation.	vledged before me on <u>NEY-IN-FACT</u> of OX	Y USA INC., a D	, 2022, by Delaware corporation, on
	_		
	N	Intary Public in a	nd for the State of Texas

## **LESSEE & OPERATING RIGHTS OF RECORD NMNM-089819**

	EUG RESUURCES, INC
Date	By: Title:
ACI	KNOWLEDGEMENT
STATE OF	)
COUNTY OF	) ss. )
personally appeared of EOG RESOURCES, INC , a	, before me, a Notary Public for the State of, known to me to be the corporation that executed the foregoing ne such corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

## OPERATING RIGHTS OF RECORD NMNM - 089819

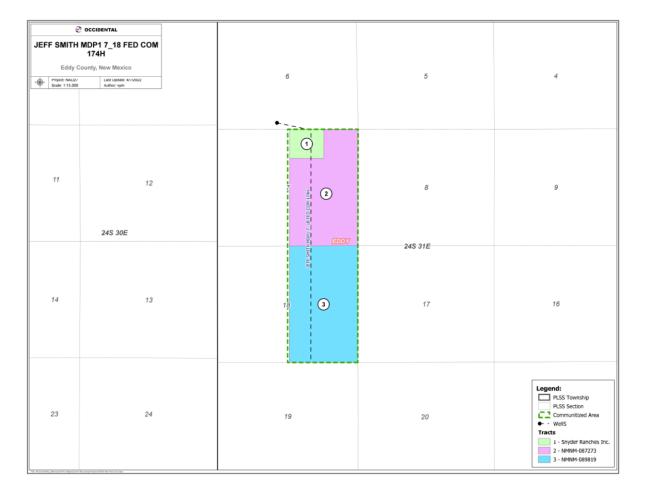
OXY USA INC.		
DATE:	BY:	James Laning Attorney-in-Fact
	ACKNOWLEDGMEN	NT
STATE OF TEXAS	)	
COUNTY OF HARRIS	)	
This instrument was JAMES LANING, ATTOR behalf of said corporation.	acknowledged before me on <u>NEY-IN-FACT</u> of OXY USA INC	, 2022, by C., a Delaware corporation, on
	 Notary Publi	c in and for the State of Texas

## **EXHIBIT "A"**

Attached to and made a part of that Communitization Agreement dated 4/01/2022.

Plat of communitized area covering **640.00** acres in the E/2 of Section 7 of Township 24 South, Range 31 East, and E/2 of Section 18, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

### Jeff Smith MDP1 7-18 Fed Com 174H



### **EXHIBIT "B"**

To Communitization Agreement Dated <u>4/1/2022</u> embracing the following described in the E/2 of Section 7 of Township 24 South, Range 31 East, and the E/2 of Section 18, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

### **DESCRIPTION OF LEASES COMMITTED**

Tract No. 1

Lease Serial Number: NMNM 057273

Description of Land Committed: Township 24 South, Range 31 East,

Section 7: NE/4NE/4, S/2NE/4 and SE/4

Number of Gross Acres: 280.00 acres

Lessee of Record: OXY USA Inc.— 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: F. Andrew Grooms – 1.8500000.%

Eileen M. Grooms, Trustee – 1.6250000% Parallel Petroleum Corporation –0.500000 %

Rolla R. Hinkle III – 0.375000% Morris E. Schertz – 0.375000%

OGI, Inc. -0.253125%

Stephen E. Grooms – 0.250000% Allyson L. McClain 0.250000%

ROEC, Inc. -0.140625%

Permian Basin Investment Corporation – 0.125000%

Mitchell Exploration, Inc. – 0.125000%

Energy Properties Limited, L.P. – 0.112500%

Sam L. Shackelford – 0.093750% Robin K. Shackelford – 0.093750%

William N. Heiss and Susan E. Heiss – 0.056250%

Tract No. 2

Lease Serial Number: NMNM 089819

Description of Land Committed: Township 24 South, Range 31 East,

Section 18: E/2

Number of Gross Acres: 320.00 acres

Lessee of Record: EOG Resources Inc – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 84.718836%

OXY Y-1 Company – 8.202211%

Occidental Permian Limited Partnership –

7.078953%

ORRI: N/A

Tract No. 3

Lease Serial Number: Fee

Description of Land Committed: Township 24 South, Range 31 East,

Section 7: NW/4NE/4

Number of Gross Acres: 40 acres

Authority for Pooling: Lease contains pooling clause

Name and Percent of WI Owners: OXY USA Inc. – 100%

Lease No. 1

Lessor: Snyder Ranches, Inc.

Lease Owner: OXY USA Inc.
OXY Lease No.: 96000022171
Date of Lease: 8/12/1992

Authority for Pooling: Lease contains pooling clause

Jeff Smith MDP1 7-18 Fed Com 174H

## **RECAPITULATION**

1 2	280 320	43.7500% 50.0000%
3	40	6.2500%
Total	640.00	100.00%

# Released to Imaging: 5/19/2022 4:49:32 PM

## Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of February, 2019, 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 24 South, Range 31 East, N.M.P.M.

Lots 3-4, S/2 NW/4, SW/4 of Section 5, Eddy County, New Mexico W/2 of Section 8, Eddy County, New Mexico

Containing **640.51** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas 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 OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX, 77046. 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian 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 February 1<sup>st</sup>, 2019, 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 2year 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 occur 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. <u>Nondiscrimination.</u> 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.

OXY USA Inc.

Operator, Working Interest Owner

and Lessee of Record

Date.

By:\_\_

Bradley S. Dusek/Attorney-in-Fact

Amil J-

## **ACKNOWLEDGEMENT**

STATE OF TEXAS)	
COUNTY OF HARRIS	) ss )
On this Gth day of Alan	2019 hofo

On this day of day of day, 2018, before me, a Notary Public for the State of the St

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2022
Notary ID 128179978

My Commission Expires

Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

5   9   19 Date	By:  By:  Bradley S. Dusek, Attorney-in-fact
ACKNOWI	LEDGEMENT
STATE OF TEXAS	
COUNTY OF Harris	
On this 4 day of 1, 2018, before personally appeared Bradley S. Dusek, kno	me, a Notary Public for the State of Texas wn to me to be an Attorney-in-fact of OXY

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2022
Notary ID 128179978

Y-1 Company, a New Mexico Corporation, on behalf of said Corporation.

My Commission Expires

Notary Public

Released to Imaging: 5/19/2022 4:49:32 PM

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

	Chevron U.S.A. Inc.
Date	By: Multipul Fact
ACKNOWLED	GEMENT
STATE OF Texas	
COUNTY OF Midland) ss.	
On this day of , 20, before me, a personally appeared , know of Chevron U.S.A. Inc., a Pennsylvania corporation	
(SEAL)  KATHRYN A NEEPER Notary ID #3194616 My Commission Expires May 5, 2022	
My Commission Expires	Notow Public
•	Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

**EOG Resources, Inc.** 

5-17-19 Date

Title: Agent & Attorney-in-Fact

**ACKNOWLEDGEMENT** 

STATE OF\_\_

M: L

COUNTY OF

On this \_\_\_\_\_ day of

\_\_\_\_, 20 M, before me, a Notary Public

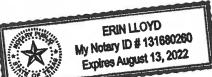
for the State of \_\_\_\_\_\_, personally appeared

d Wendy Lyutorc,

known to me to be the fart & Attorney-in-Fact of EOG Resources, Inc., the corporation that executed the foregoing instrument and acknowledged to me such

corporation executed the same.

(SEAL)



Notary Public

My Commission Expires

## **EXHIBIT "A"**

Plat of communitized area covering **640.51** acres in Lots 3-4, S/2 NW/4, SW/4 of Section 5, Township 24 South, Range 31 East, and the W/2 of Section 8, Township 24 South, Range 31 East, NMPM all in Eddy County, New Mexico

## Sunrise MDP1 8-5 Fed Com 171H-173H

3		T235 R31E		
36 T23S R30E	31	32	33	34
1	6	NW/4 NE/4	4	3
		SE/4		3
T24S R30E		91 100 H SELL NE/4		
12	7	T245 R	31E 9	10
SUNRISE MDD1 8-5 FEDERAL COM 171H, 172H, 173H Edity County, New Startes General. Tracts Tracts Tracts County-field Area 2 County-field 2 2	18	17	16	15
Quarter Call   2   4   4   4   4   4   4   4   4   4	0	2,000 4,000	8,000 Feet	

## **EXHIBIT "B"**

To Communitization Agreement Dated February 1st, 2019 embracing the following described land in Lots 3-4, S/2 NW/4, SW/4 of Section 5, Township 24 South, Range 31 East, NMPM, and W/2 of Section 8, Township 24 South, Range 31 East, NMPM all in Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### **DESCRIPTION OF LEASES COMMITTED**

## Tract No. 1

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Name and Percent of WI Owners:

Lessee of Record:

ORRI:

NMNM-104730

Lots 3-4, S/2 NW/4, N/2 SW/4, SE/4 SW/4

of Section 5, T24S, R31E, NMPM

280.51 acres

OXY USA Inc. - 100.00%

OXY USA Inc.

Mona M. Stewart Florance - 2.5%

Blue Door, Inc. -2.5%Les R. Honeyman – 0.5%

### Tract No. 2

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Name of Working Interest Owners:

Lessee of Record:

ORRI:

NMNM-082904

SW/4 SW/4 of Section 5,

T24S, R31E, NMPM

40.00

OXY USA Inc. - 68.00%

OXY Y-1 Company - 32.00% OXY Y-1 Company - 32.00%

EOG Resources Inc – 68.00%

None

### Tract No. 3

Lease Serial Number:

Description of Land Committed:

NMNM-142143

NW/4, N2 SW/4, SE/4 SW/4 of Section 8,

Released to Imaging: 5/19/2022 4:49:32 PM

T24S, R31E, NMPM

Number of Acres:

280.00

Name of Working Interest Owners:

OXY USA Inc. - 50.00%

OXY Y-1 Company - 50.00%

Lessee of Record:

ORRI:

Chevron U.S.A Inc. Heirs or devisees of Dewey Daryl Shelley – 2.5%

Wilbur D. & Afton H. Wilson, Trustees of the Wilbur D. Wilson & Afton H. Wilson Revocable

Trust U/A/D 11-13-1984 – 0.83%

David J. Sorenson - 0.83% F. Andrew Grooms – 0.42%

Eileen M. Grooms, Trustee of the EMG Revocable

Trust U/A/D 11-01-2004 – 0.42% Chevron U.S.A. Inc. -0.5%Les R. Honeyman -0.5%Renald C. Agel - 0.5%

MAP 92-96 MGD, an Oklahoma Partnership –

0.33%

David Scott Morgan, Trustee of the Morgan Minerals Trust dated 4-1-2008 - 0.08%

JPT Family JV #1 – 0.08%

Communities Foundation of Texas, Inc. – 0.08% Western Interior Energy, Inc. FBO WJT III SEP-

IRA - 0.04%

Nuevo Seis, Inc. – 0.02% Alan R. Hannifin – 0.02% Michelle R. Hannifin – 0.02% Christopher R.F. Eckels – 0.02%

Robert Edward Eckels, Jr. L.L.C. - 0.02%

Elizabeth Jane Kay, Trustee of the Elizabeth Jane

Kay Family Trust – 0.02%

MAP Holdings, an Oklahoma partnership – 0.008%

Blasco, LLC - 0.008% Jan C. Ice - 0.008%

### Tract No. 4

Lease Serial Number:

NMNM-063757

Description of Land Committed:

SW/4 SW/4 of Section 8, T24S, R31E, NMPM

Number of Acres: 40.00

Name of Working Interest Owners:

OXY USA Inc. – 50.00% OXY Y-1 Company - 50.00 Released to Imaging: 5/19/2022 4:49:32 PM

Lessee of Record:

ORRI:

Chevron U.S.A. Inc. – 0.50% Les R. Honeyman – 0.50%

Chevron U.S.A Inc. D-M Corporation – 5.0%

Released to Imaging: 5/19/2022 4:49:32 PM

Ronald C. Agel – 0.50% MAP 92-96 MGD, an Oklahoma partnership -0.33% David Scott Morgan, Trustee of the Morgan Minerals Trust dated 4-1-2008 – 0.15% Shawn P. Hannifin – 0.11% S & E Royalty, LLC – 0.08% JPT Family JV #1 – 0.08% Communities Foundation of Texas, Inc. – 0.08% Western Interior Energy, Inc. FBO WJT III SEP-IRA - 0.04%Nuevo Seis, Inc. – 0.02% Alan R. Hannifin – 0.02% Michelle R. Hannifin – 0.02% Christopher R. F. Eckels – 0.02% Robert Edward Eckels, Jr. LLC – 0.02%Elizabeth Jane Kay, Trustee of the Elizabeth Jane Kay Family Trust - 0.02%MAP Holdings, an Oklahoma partnership – 0.008% Blasco, LLC - 0.008% Jan C. Ice - 0.008%

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	280.51	43.7948%
2	40.00	6.2450%
3	280.00	43.7152%
4	<u>40.00</u>	6.2450%
Total	640.51	100.0000%

## Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of February, 2019, 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 24 South, Range 31 East, N.M.P.M.

Lots 1-2, S/2 of NE/4, SE/4 of Section 5, Eddy County, New Mexico E/2 of Section 8, Eddy County, New Mexico

Containing **640.57** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas 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 OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX, 77046. 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian 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 February 1<sup>st</sup>, 2019, 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 2year 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 occur 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. <u>Nondiscrimination</u>. 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.

OXY USA Inc.

Operator, Working Interest Owner,

and Lessee of Record

5|9|19 Date Bv:

Bradley S. Dusek, Artorney-in-Fact

## **ACKNOWLEDGEMENT**

STATE OF	ΓEXAS)
	) ss.
COUNTY O	F HARRIS )
USA Inc., th	day of, 2018, before me, a Notary Public for the State of
(SEAL)	DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2022 Notary ID 128179978

## **EXHIBIT "A"**

Plat of communitized area covering **640.57** acres Lots 1-2, S/2 of NE/4, SE/4 of Section 5, Township 24 South, Range 31 East, and the E/2 of Section 8, Township 24 South, Range 31 East, NMPM all in Eddy County, New Mexico

## Sunrise MDP1 8-5 Fed Com 174H-176H

36 <b>T23S R30E</b>	<b>T23</b>	32	33	34
1	6	NW/4 NE 4  NE (W CON 174H  SECTION 174H  SECTION 176H  SECTION 176H		3
<b>T24S R30E</b> 12	7	NW/4 NW/4 NW/4 NW/4 STRINGS SW/4	T24S R31E	10
SUNRISE MDP1 8-5 FEDERAL COM 174H, 175H, 176H Colty Creating have describe Lender Tracks Communitized Area 1 Communitized Area 1 Communitized Area 2 Well	18	17	16	15
Resth American Cesturs 1827 Last Lipstonia 2/20/20/19 Author M VV Files Season 1829-122 Feet con	0	2,000 4,000	8,000 Feet	

## **EXHIBIT "B"**

To Communitization Agreement Dated February 1, 2019 embracing the following described land in Lots 1-2, S/2 of NE/4, SE/4 of Section 5, Township 24 South, Range 31 East, NMPM, and E/2 of Section 8, Township 24 South, Range 31 East, NMPM all in Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

## **DESCRIPTION OF LEASES COMMITTED**

### Tract No. 1

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Name and Percent of WI Owners:

Lessee of Record:

NMNM-104730

Lots 1-2, S/2 NE/4, SE/4 of Section 5,

T24S, R31E, NMPM

320.57 acres

OXY USA Inc. - 100.00%

OXY USA Inc.

ORRI:

Mona M. Stewart Florance – 2.5%

Blue Door, Inc. -2.5%Les R. Honeyman – 0.5%

### Tract No. 2

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Name of Working Interest Owners:

Lessee of Record:

ORRI:

NMNM-104730

E/2 of Section 8, T24S, R31E, NMPM

320.00

OXY USA Inc. – 100.00%

OXY USA Inc.

Mona M. Stewart Florance – 2.5%

Blue Door, Inc. -2.5%Les R. Honeyman - 0.5% Ronald C. Agel -0.375001%Shawn P. Hannifin - 0.230624%

David Scott Morgan, Trustee of the Morgan

Minerals Trust – 0.0230625% S & E Royalty, LLC – 0.230625%

Released to Imaging: 5/19/2022 4:49:32 PM

Western Interior Energy, Inc., FBO WJT III SEP- IRA – 0.03%
Christopher R.F. Eckels – 0.007031%
Robert Edward Eckels, Jr LLC – 0.007031%
Elizabeth Jane Kay, Trustee of the Elizabeth Jane Kay Family Trust – 0.007031%
Blasco, LLC – 0.003516%
Jan C. Ice - .003516%

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area	
1	320.57	50.0449%	
2	320.00	49.9551%	
Total	640.57	100.0000%	

## Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of April 2022, 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 24 South, Range 31 East, N.M.P.M.

Section 7: Lots 1, 2, 3, and 4, E/2W/2 Section 18: Lots 1, 2, 3, and 4, and E/2W/2

Containing 655.04 acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the <u>oil</u>, <u>natural gas and associated liquid hydrocarbons</u> 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 <u>OXY USA Inc.</u>, <u>5 Greenway Plaza</u>, <u>Suite 110</u>, <u>Houston</u>, <u>TX 77046</u>. 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian 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 April 1, 2022, 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 2year 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 occur 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. <u>Nondiscrimination.</u> 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.

OPERATOR:	OXY USA INC.
DATE:	BY: James Laning Attorney-in-Fact

Notary Public in and for the State of Texas

	ACKNOWLEDGMENT
STATE OF TEXAS COUNTY OF HARRIS	) ) )
	owledged before me on

## **LESSEE OF RECORD NMNM-057273**

	OXY USA INC	•
DATE:	BY:	
		James Laning Attorney-in-Fact
	ACKNOWLEDGMENT	
STATE OF TEXAS COUNTY OF HARRIS	) ) )	
This instrument was acknowled <u>JAMES LANING</u> , <u>ATTORNE</u> behalf of said corporation.	lged before me on <u>Y-IN-FACT</u> of OXY USA INC., a Delaw	, 2022, by are corporation, on
	Notary Public in and for	the State of Texas

## **LESSEE & OPERATING RIGHTS OF RECORD NMNM-089819**

	<b>EOG RESOURCES, INC</b>
Date	By: Title:
ACKNOV	WLEDGEMENT
STATE OF)	
COUNTY OF)	SS.
On thisday of, 20, bef personally appeared of EOG RESOURCES, INC , a instrument and acknowledged to me sucl	, known to me to be the corporation that executed the foregoing
(SEAL)	
My Commission Expires	Notary Public

## OPERATING RIGHTS OF RECORD NMNM - 089819

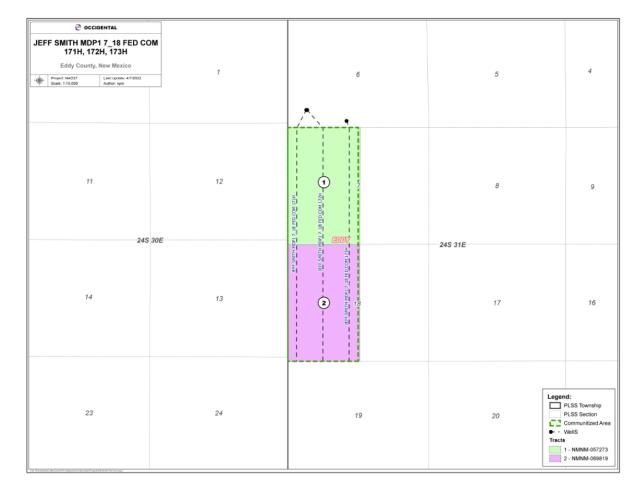
OXY USA INC.			
DATE:		BY:	James Laning Attorney-in-Fact
	ACKNOWLEI	OGMENT	
STATE OF TEXAS	)		
COUNTY OF HARRIS	)		
This instrument was a <u>JAMES LANING</u> , <u>ATTORN</u> behalf of said corporation.			, 2022, by Delaware corporation, on
		tary Public in a	nd for the State of Texas

## **EXHIBIT "A"**

Attached to and made a part of that Communitization Agreement dated 4/01/2022.

Plat of communitized area covering **655.04** acres in Lots 1-4, and the E/2W/2 of Section 7 of Township 24 South, Range 31 East, and Lots 1-4 and E/2W/2 of Section 18, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

### Jeff Smith MDP1 7-18 Fed Com 171H, 172H, 173H



#### **EXHIBIT "B"**

To Communitization Agreement Dated 4/1/2022 embracing the following described in Lots 1-4, and the E/2W/2 of Section 7 of Township 24 South, Range 31 East, and Lots 1-4 and E/2W/2 of Section 18, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number: NMNM 057273

Description of Land Committed: Township 24 South, Range 31 East,

Section 7: Lots 1, 2, 3, and 4, E/2W/2

Number of Gross Acres: 327.16 acres

Lessee of Record: OXY USA Inc.- 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: F. Andrew Grooms – 1.8500000.%

> Eileen M. Grooms, Trustee – 1.6250000% Parallel Petroleum Corporation -0.500000 %

Rolla R. Hinkle III – 0.375000%

Morris E. Schertz – 0.375000%

OGI, Inc. -0.253125%

Stephen E. Grooms – 0.250000% Allyson L. McClain 0.250000%

ROEC, Inc. -0.140625%

Permian Basin Investment Corporation – 0.125000%

Mitchell Exploration, Inc. − 0.125000%

Energy Properties Limited, L.P. – 0.112500%

Sam L. Shackelford – 0.093750% Robin K. Shackelford – 0.093750%

William N. Heiss and Susan E. Heiss – 0.056250%

Tract No. 2

Lease Serial Number: NMNM 089819

Description of Land Committed: Township 24 South, Range 31 East,

Section 18: Lots 1, 2, 3, and 4, E/2W/2

Number of Gross Acres: 327.88 acres

Lessee of Record: EOG Resources Inc – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 84.718836%

OXY Y-1 Company - 8.202211%

Occidental Permian Limited Partnership –

7.078953%

ORRI: N/A

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	327.16	49.945042%
2	327.88	50.084958%
Total	655.04	100.00%

From: Engineer, OCD, EMNRD

To: <u>Musallam, Sandra C; Schenkel, Beth V</u>

Cc: McClure, Dean, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover, James; Paradis,

Kyle O; Walls, Christopher

**Subject:** Approved Administrative Order PLC-552-A **Date:** Approved Administrative Order PLC-552-A Thursday, May 19, 2022 4:40:49 PM

Attachments: PLC552A Order.pdf

NMOCD has issued Administrative Order PLC-552-A which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47258	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-013-47230	#1 <b>7</b> 1H	W/2	18-24S-31E	90220
30-015-47249	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-013-47249	#1 <b>72</b> H	W/2	18-24S-31E	90220
30-015-47247	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-015-4/24/	#1 <b>73</b> H	W/2	18-24S-31E	90220
30-015-44526	Nimita MDD1 12 Federal Com #1H	W/2 W/2	1-24S-30E	12267
30-015-44520	Nimitz MDP1 12 Federal Com #1H	W/2 W/2	12-24S-30E	13367
20.015.44500	Nimita MDD1 12 Federal Com #2H	W/2 W/2	1-24S-30E	12267
30-015-44580	Nimitz MDP1 12 Federal Com #2H	W/2 W/2	12-24S-30E	13367
20.015.44501	NO A MEDITALE I LOS HOLL	E/2 W/2	1-24S-30E	12265
30-015-44581	Nimitz MDP1 12 Federal Com #9H	E/2 W/2	12-24S-30E	13367
30-015-44498	Nimitz MDP1 13 Federal Com #2H	W/2 E/2	13-24S-30E	13367
30-015-44525	Nimitz MDP1 13 Federal Com #3H	E/2 E/2	13-24S-30E	13367
20.015.11000	Palladium MDP1 7 6 Federal Com	W/2 W/2	6-24S-31E	4226
30-015-44298	#1H	W/2 W/2	7-24S-31E	13367
20.017.11200	Palladium MDP1 7 6 Federal Com	W/2 W/2	6-24S-31E	4226
30-015-44299	#2H	W/2 W/2	7-24S-31E	13367
	Palladium MDP1 7 6 Federal Com	E/2 W/2	6-24S-31E	100/5
30-015-44457	#3 <b>Y</b>	E/2 W/2	7-24S-31E	13367
	Palladium MDP1 7 6 Federal Com	E/2 E/2	6-24S-31E	100/5
30-015-44293	#6H	E/2 E/2	7-24S-31E	13367
30-015-44459	Patton MDP1 17 Federal #1H	W/2 W/2	17-24S-31E	13367
30-015-44460	Patton MDP1 17 Federal #2H	W/2 W/2	17-24S-31E	13367
30-015-44496	Patton MDP1 17 Federal #3H	E/2 W/2	17-24S-31E	13367
30-015-44497	Patton MDP1 17 Federal #4H	W/2 E/2	17-24S-31E	13367
30-015-44444	Patton MDP1 17 Federal #5H	E/2 E/2	17-24S-31E	13367
30-015-44445	Patton MDP1 17 Federal #6H	E/2 E/2	17-24S-31E	13367
30-015-44316	Patton MDP1 18 Federal #23H	W/2 E/2	18-24S-31E	13367
30-015-44338	Patton MDP1 18 Federal #33H	W/2 E/2	18-24S-31E	13367
30-015-44318	Patton MDP1 18 Federal #73H	W/2 E/2	18-24S-31E	13367
30-015-44317	Patton MDP1 18 Federal #1H	W/2 W/2	18-24S-31E	13367
30-015-44337	Patton MDP1 18 Federal #2H	E/2 W/2	18-24S-31E	13367
30-015-44333	Patton MDP1 18 Federal #3H	E/2 W/2	18-24S-31E	13367
30-015-44272	Patton MDP1 18 Federal #5H	E/2 E/2	18-24S-31E	13367
30-015-44273	Patton MDP1 18 Federal #7H	E/2 E/2	18-24S-31E	13367
	Sunrise MDP1 8 5 Federal Com	W/2 W/2	5-24S-31E	
30-015-44369	#1H	W/2 $W/2$	8-24S-31E	13367
	Sunrise MDP1 8 5 Federal Com	W/2 W/2	5-24S-31E	
30-015-44395	#2H	W/2 W/2 W/2 W/2	8-24S-31E	13367
	11 編集集	VV/4 VV/4	0-440-31E	

30-015-44474	Sunrise MDP1 8 5 Federal Com	E/2 W/2	5-24S-31E	12277
30-015-44474	#3H	E/2 W/2	8-24S-31E	13367
20 015 44475	Sunrise MDP1 8 5 Federal Com	W/2 E/2	5-24S-31E	12267
30-015-44475	#4H	W/2 E/2	8-24S-31E	13367
30-015-44476	Sunrise MDP1 8 5 Federal Com	E/2 E/2	5-24S-31E	13367
30-015-444/0	#5H	E/2 E/2	8-24S-31E	1330/
30-015-44473	Sunrise MDP1 8 5 Federal Com	E/2 E/2	5-24S-31E	13367
30-013-444/3	#6H	E/2 E/2	8-24S-31E	13307
30-015-43854	Patton MDP1 18 Federal #6H	E/2 E/2	18-24S-31E	98220
30-015-44989	Patton MDP1 17 Federal #171H	W/2	17-24S-31E	98220
30-015-44990	Patton MDP1 17 Federal #172H	W/2	17-24S-31E	98220
30-015-44991	Patton MDP1 17 Federal #173H	W/2	17-24S-31E	98220
30-015-45077	Patton MDP1 17 Federal #174H	E/2	17-24S-31E	98220
30-015-45078	Patton MDP1 17 Federal #175H	E/2	17-24S-31E	98220
30-015-45079	Patton MDP1 17 Federal #176H	E/2 E/2	17-24S-31E	98220
20.015.44020	Sunrise MDP1 8 5 Federal Com	W/2	5-24S-31E	00220
30-015-44930	#171H	W/2	8-24S-31E	98220
20.015.44055	Sunrise MDP1 8 5 Federal Com	W/2	5-24S-31E	00220
30-015-44977	#172H	W/2	8-24S-31E	98220
20.015.44021	Sunrise MDP1 8 5 Federal Com	W/2	5-24S-31E	00220
30-015-44931	#173H	W/2	8-24S-31E	98220
20 015 45112	Sunrise MDP1 8 5 Federal Com	E/2	5-24S-31E	00220
30-015-45112	#174H	E/2	8-24S-31E	98220
20 015 45152	Sunrise MDP1 8 5 Federal Com	E/2	5-24S-31E	00220
30-015-45152	#175H	E/2	8-24S-31E	98220
20 015 45152	Sunrise MDP1 8 5 Federal Com	E/2	5-24S-31E	09220
30-015-45153	#176H	E/2	8-24S-31E	98220
30-015-44295	Palladium MDP1 7 6 Federal Com	W/2 E/2	6-24S-31E	12267
30-015-44295	#4H	W/2 E/2	7-24S-31E	13367
20 015 47241	Jeff Smith MDP1 7 18 Federal Com	E/2	7-24S-31E	09220
30-015-47241	#174H	E/2	18-24S-31E	98220
30-015-44529	Nimitz MDP1 12 Federal Com #7H	E/2	1-24S-31E	12277
30-013-44529	Nimitz MDP1 12 Federal Com #/H	<b>E/2</b>	12-24S-30E	13367
20 015 44520	Nimita MDD1 12 Federal Com #CH	E/2	1-24S-31E	12277
30-015-44528	Nimitz MDP1 12 Federal Com #6H	<b>E/2</b>	12-24S-30E	13367
30-015-44294	Palladium MDP1 7 6 Federal Com	E/2 E/2	6-24S-31E	12267
30-013-44294	#5H	E/2 E/2	7-24S-31E	13367

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. If you have any questions regarding this matter, please contact me.

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

From: Musallam, Sandra C
To: McClure, Dean, EMNRD

Cc: Schenkel, Beth V; Cole, Matthew W

**Subject:** [EXTERNAL] RE: RE: surface commingling application PLC-552-A

**Date:** Tuesday, May 17, 2022 11:35:23 AM

Attachments: Sunrise 8-5 Fed Com CA 174H-176H FED (WC) RVSD.pdf

Sunrise 8-5 Fed Com CA 171H-173H FED (WC) RVSD.pdf

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hello Mr. McClure,

Attached are the updated CAs referenced below. They have both been resubmitted to BLM. Matt Cole, cc'd on the email, is the Land Negotiator for this area.

Thank you,

Sandra Musallam Regulatory Engineer – Compliance Lead 713-366-5106 (office) 713-504-8577 (cell)

From: McClure, Dean, EMNRD < Dean. McClure@state.nm.us>

Sent: Friday, May 13, 2022 5:38 PM

**To:** Musallam, Sandra C <Sandra\_Musallam@oxy.com> **Cc:** Schenkel, Beth V <Beth\_Schenkel@oxy.com>

Subject: RE: [EXTERNAL] RE: surface commingling application PLC-552-A

## WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Thank you; also I am looking at 2 CAs which were returned from the BLM for the tracts of land shown below. I know we have touched base regarding cases similar to this in the past, but I cannot find reference to these specific ones within my email or within my file for PLC-749. Please confirm for me the current status of the CAs submitted to the BLM for the following tracts of land. Have they been resubmitted to the BLM as depicted below?

CA Wolfcamp BLM	W/2	5-24S-31E	(40.51	NI
	W/2	8-24S-31E	640.51	N
CA Wolform DI M	E/2	5-24S-31E	640,57	0
CA Wolfcamp BLM	<b>E/2</b>	8-24S-31E	040.57	U

They were originally assigned as NMNM 140441 and NMNM 140440.

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

**From:** Musallam, Sandra C < <u>Sandra Musallam@oxy.com</u>>

**Sent:** Friday, May 13, 2022 4:33 PM

To: McClure, Dean, EMNRD < <u>Dean.McClure@state.nm.us</u>>

Cc: Schenkel, Beth V < <a href="mailto:Beth-Schenkel@oxy.com">Beth V < <a href="mailto:Beth-Schenkel@oxy.com">Beth Schenkel@oxy.com</a>>

Subject: [EXTERNAL] RE: surface commingling application PLC-552-A

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hello Mr. McClure,

Yes, please remove Nimitz MDP1 13 Fed Com #1H from the permit PLC 552A. Please also remove it from permit PLC 749B. It is plugged.

Thank you,

Sandra Musallam Regulatory Engineer – Compliance Lead 713-366-5106 (office) 713-504-8577 (cell)

From: McClure, Dean, EMNRD < Dean.McClure@state.nm.us >

**Sent:** Friday, May 13, 2022 5:18 PM

**To:** Musallam, Sandra C < <u>Sandra\_Musallam@oxy.com</u>> **Cc:** Schenkel, Beth V < <u>Beth\_Schenkel@oxy.com</u>>

Subject: [EXTERNAL] surface commingling application PLC-552-A

# WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Ms. Musallam,

I am reviewing surface commingling application PLC-552-A which involves a commingling project that includes the Sand Dunes Battery and is operated by Oxy USA, Inc. (16696).

Reference is made to the following well with an online date of TBD within the application, but the Division's database has this well as being plugged. What is the status of this well and should it be included in this project?

30-015-44524

Nimitz MDP1 13 Federal Com #1H

13367

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 OIL CONSERVATION DIVISION

## APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY OXY USA, INC.

ORDER NO. PLC-552-A

#### **ORDER**

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

#### **FINDINGS OF FACT**

- 1. Oxy USA, Inc. ("Applicant") submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
- 3. Applicant stated that it intends to keep the oil production from one or more group(s) of wells identified in Exhibit C segregated from the oil production from all other wells prior to measuring that production with an allocation meter.
- 4. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
- 5. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 6. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 7. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
- 8. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
- 9. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.

Order No. PLC-552-A Page 1 of 5

10. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

#### **CONCLUSIONS OF LAW**

- 11. 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, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
- 13. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
- 14. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
- 15. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
- 16. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 17. 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 surface commingle oil production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

Applicant is authorized to surface commingle oil production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described in Exhibit A.

2. This Order supersedes Order PLC-552.

Order No. PLC-552-A Page 2 of 5

3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 5. The allocation of oil production to each group of wells identified in Exhibit C shall be determined by separating and metering the production from each group as described by Train in Exhibit C prior to commingling that production with production from any other well.
- 6. The allocation of oil production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil production shall not be included in the computation of time

Order No. PLC-552-A Page 3 of 5

determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the oil production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

- 7. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 8. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
- 9. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

Order No. PLC-552-A Page 4 of 5

- 11. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.
- 12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ADRIENNE E. SANDOVAL DIRECTOR

**DATE:** 5/19/2022

Order No. PLC-552-A Page 5 of 5

### State of New Mexico Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-552-A

Lease

Operator: Oxy USA, Inc. (16696) Central Tank Battery: Sand Dunes Battery

Central Tank Battery Location: Sand Dunes Battery

Gas Title Transfer Meter Location: UL B, Section 18, Township 24 South, Range 31 East

#### **Pools**

Pool Name Pool Code
COTTON DRAW; BONE SPRING 13367
PURPLE SAGE; WOLFCAMP (GAS) 98220

UL or Q/Q

S-T-R

## Leases as defined in 19.15.12.7(C) NMAC

NMNM 089172	All	17-24S-31E
NMNM 089819	All	18-24S-31E
CA B C ' NIMBIN 120002	W/2 W/2	1-24S-30E
CA Bone Spring NMNM 138992	W/2 W/2	12-24S-30E
CA Dana Carria NIMINI 120005	E/2 W/2	1-24S-30E
CA Bone Spring NMNM 138995	E/2 W/2	12-24S-30E
CA Bone Spring NMNM 138997	E/2 E/2	13-24S-30E
CA Bone Spring NMNM 138996	W/2 E/2	13-24S-30E
	E/2	1-24S-20E
CA Bone Spring NMNM 139920	<b>E/2</b>	12-24S-30E
CAR C NAME 125/01	E/2 E/2	6-24S-31E
CA Bone Spring NMNM 137601	E/2 E/2	7-24S-31E
CAR C NIMBIN 125(0)	W/2 E/2	6-24S-31E
CA Bone Spring NMNM 137686	W/2 E/2	7-24S-31E
CAR C NIMBINA 120/00	E/2	6-24S-31E
CA Bone Spring NMNM 137687	<b>E/2</b>	7-24S-31E
CA D C ' NIMBIN 1270/0	W/2 W/2	6-24S-31E
CA Bone Spring NMNM 137968	W/2 W/2	7-24S-31E
CA D C ' NIMBIN 120201	W/2 W/2	5-24S-31E
CA Bone Spring NMNM 138291	W/2 W/2	8-24S-31E
CA D	E/2 W/2	5-24S-31E
CA Bone Spring NMNM 138294	E/2 W/2	8-24S-31E
CAR C NAME ACCOR	W/2 E/2	5-24S-31E
CA Bone Spring NMNM 138295	W/2 E/2	8-24S-31E
CAR C NAMED 420207	E/2 E/2	5-24S-31E
CA Bone Spring NMNM 138296	E/2 E/2	8-24S-31E
NMNM 104730	All minus M	5-24S-31E
NMNM 142143	W/2 minus M	8-24S-31E
NMNM 142692	M	8-24S-31E

NMNM 142690	E/2	8-24S-31E
NMNM 057273	All minus B	7-24S-31E
Fed	В	7-24S-31E

	Wells			
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47258	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-013-47236	#1 <b>7</b> 1H	W/2	18-24S-31E	90220
30-015-47249	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-013-47247	#1 <b>72</b> H	W/2	18-24S-31E	70220
30-015-47247	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	98220
30-013-47247	#173H	W/2	18-24S-31E	70220
30-015-44526	Nimitz MDP1 12 Federal Com #1H	W/2 W/2	1-24S-30E	13367
30-013-44320	Trimitz Wibi 1 12 Federal Com #111	W/2 W/2	12-24S-30E	15507
30-015-44580	Nimitz MDP1 12 Federal Com #2H	W/2 W/2	1-24S-30E	13367
20 013 44300	Trimitz Wibi i 12 i ederat Com #211	W/2 W/2	12-24S-30E	15507
30-015-44581	Nimitz MDP1 12 Federal Com #9H	E/2 W/2	1-24S-30E	13367
20 013 44301		E/2 W/2	12-24S-30E	
30-015-44498	Nimitz MDP1 13 Federal Com #2H	W/2 E/2	13-24S-30E	13367
30-015-44525	Nimitz MDP1 13 Federal Com #3H	E/2 E/2	13-24S-30E	13367
30-015-44298	Palladium MDP1 7 6 Federal Com #1H	W/2 W/2	6-24S-31E	13367
30-013-44270	1 anadium 1911 1 7 0 Federal Com #111	W/2 W/2	7-24S-31E	15507
30-015-44299	Palladium MDP1 7 6 Federal Com #2H	W/2 W/2	6-24S-31E	13367
30-013-442//		W/2 W/2	7-24S-31E	13307
30-015-44457	Palladium MDP1 7 6 Federal Com #3Y	E/2 W/2	6-24S-31E	13367
30-013-44437	1 anadium MD1 1 / 0 Federal Com #31	E/2 W/2	7-24S-31E	13307
30-015-44293	Palladium MDP1 7 6 Federal Com #6H	E/2 E/2	6-24S-31E	13367
30-013-44293	ranadium MDF1 / o rederal Com #oh	E/2 E/2	7-24S-31E	13307
30-015-44459	Patton MDP1 17 Federal #1H	W/2 W/2	17-24S-31E	13367
30-015-44460	Patton MDP1 17 Federal #2H	W/2 W/2	17-24S-31E	13367
30-015-44496	Patton MDP1 17 Federal #3H	E/2 W/2	17-24S-31E	13367
30-015-44497	Patton MDP1 17 Federal #4H	W/2 E/2	17-24S-31E	13367
30-015-44444	Patton MDP1 17 Federal #5H	E/2 E/2	17-24S-31E	13367
30-015-44445	Patton MDP1 17 Federal #6H	E/2 E/2	17-24S-31E	13367
30-015-44316	Patton MDP1 18 Federal #23H	W/2 E/2	18-24S-31E	13367
30-015-44338	Patton MDP1 18 Federal #33H	W/2 E/2	18-24S-31E	13367
30-015-44318	Patton MDP1 18 Federal #73H	W/2 E/2	18-24S-31E	13367
30-015-44317	Patton MDP1 18 Federal #1H	W/2 W/2	18-24S-31E	13367
30-015-44337	Patton MDP1 18 Federal #2H	E/2 W/2	18-24S-31E	13367
30-015-44333	Patton MDP1 18 Federal #3H	E/2 W/2	18-24S-31E	13367
30-015-44272	Patton MDP1 18 Federal #5H	E/2 E/2	18-24S-31E	13367
30-015-44273	Patton MDP1 18 Federal #7H	E/2 E/2	18-24S-31E	13367
20 015 44260	Sunrise MDP1 8 5 Federal Com #1H	W/2 W/2	5-24S-31E	13267
30-015-44369	Summe widt i o s reueral Com #1H	W/2 W/2	8-24S-31E	13367
20 015 44205	Sunvise MDD1 9 5 Endered Com #311	W/2 W/2	5-24S-31E	12277
30-015-44395	Sunrise MDP1 8 5 Federal Com #2H	W/2 W/2	8-24S-31E	13367
20 015 44474	Curvice MDD1 9.5 Endavel C #211	E/2 W/2	5-24S-31E	12267
30-015-44474	Sunrise MDP1 8 5 Federal Com #3H	E/2 W/2	8-24S-31E	13367

30-015-44475	Sunrise MDP1 8 5 Federal Com #4H	W/2 E/2	5-24S-31E	12267
		W/2 E/2	8-24S-31E	13367
30-015-44476	Sunrise MDP1 8 5 Federal Com #5H	E/2 E/2	5-24S-31E	13367
		E/2 E/2	8-24S-31E	
20 015 44472	44473 Sunrise MDP1 8 5 Federal Com #6H	E/2 E/2	5-24S-31E	12267
30-015-44473		E/2 E/2	8-24S-31E	13367
30-015-43854	Patton MDP1 18 Federal #6H	E/2 E/2	18-24S-31E	98220
30-015-44989	Patton MDP1 17 Federal #171H	W/2	17-24S-31E	98220
30-015-44990	Patton MDP1 17 Federal #172H	W/2	17-24S-31E	98220
30-015-44991	Patton MDP1 17 Federal #173H	W/2	17-24S-31E	98220
30-015-45077	Patton MDP1 17 Federal #174H	E/2	17-24S-31E	98220
30-015-45078	Patton MDP1 17 Federal #175H	E/2	17-24S-31E	98220
30-015-45079	Patton MDP1 17 Federal #176H	E/2 E/2	17-24S-31E	98220
20.015.44020	C	W/2	5-24S-31E	00220
30-015-44930	Sunrise MDP1 8 5 Federal Com #171H	W/2	8-24S-31E	98220
20.015.44055	C · MDD105E I IC #45AH	W/2	5-24S-31E	98220
30-015-44977	Sunrise MDP1 8 5 Federal Com #172H	W/2	8-24S-31E	
20.015.44021	Sunrise MDP1 8 5 Federal Com #173H	W/2	5-24S-31E	00220
30-015-44931		W/2	8-24S-31E	98220
20.015.45112	C	E/2	5-24S-31E	00220
30-015-45112	Sunrise MDP1 8 5 Federal Com #174H	E/2	8-24S-31E	98220
20 015 45152	Councies MDD1 0 5 Federal Com #17511	E/2	5-24S-31E	00220
30-015-45152	Sunrise MDP1 8 5 Federal Com #175H	E/2	8-24S-31E	98220
20.015.45152	C . MDD4.0.5.E. I. I.C. #45/71	E/2	5-24S-31E	00220
30-015-45153	Sunrise MDP1 8 5 Federal Com #176H	E/2	8-24S-31E	98220
20.015.44205	BU U MODATCE I IC WAY	W/2 E/2	6-24S-31E	12265
30-015-44295	Palladium MDP1 7 6 Federal Com #4H	W/2 E/2	7-24S-31E	13367
20.015.45241	Jeff Smith MDP1 7 18 Federal Com	E/2	7-24S-31E	00220
30-015-47241	#174H	E/2	18-24S-31E	98220
30-015-44529	Nimitz MDP1 12 Federal Com #7H	E/2	1-24S-31E	12265
		E/2	12-24S-30E	13367
20.015.44520	Nimitz MDP1 12 Federal Com #6H	E/2	1-24S-31E	12267
30-015-44528		E/2	12-24S-30E	13367
20.015.44204	Palladium MDP1 7 6 Federal Com #5H	E/2 E/2	6-24S-31E	12265
30-015-44294		E/2 E/2	7-24S-31E	13367

## State of New Mexico Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-552-A

Operator: Oxy USA, Inc. (16696)

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Walfaran DI M	W/2	5-24S-31E	(40.51	A
CA Wolfcamp BLM	W/2	8-24S-31E	640.51	A
CA Wolfeemer DI M	E/2	5-24S-31E	(40.57	D
CA Wolfcamp BLM	<b>E/2</b>	8-24S-31E	640.57	В
CAW-IC DIM	W/2	7-24S-31E	(55.04	
CA Wolfcamp BLM	W/2	18-24S-31E	655.04	C
CAWIE DIM	E/2	5-24S-31E	640	D
CA Wolfcamp BLM	E/2	8-24S-31E		

## **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 104730	W/2 minus M	5-24S-31E	280.51	A
NMNM 082904	M	5-24S-31E	40	A
NMNM 142143	W/2 minus M	8-24S-31E	280	A
NMNM 142692	M	8-24S-31E	40	A
NMNM 104730	E/2	5-24S-31E	320.57	В
NMNM 142696	E/2	8-24S-31E	320	В
NMNM 057273	W/2	7-24S-31E	327.16	С
NMNM 089819	W/2	18-24S-31E	327.88	С
NMNM 057273	E/2 minus B	7-24S-31E	280	D
Fee	В	7-24S-31E	40	D
NMNM 089819	E/2	18-24S-31E	320	D

## State of New Mexico Energy, Minerals and Natural Resources Department

## **Exhibit C**

Order: PLC-552-A

Operator: Oxy USA, Inc. (16696)

	Wells			
Well API	Well Name	UL or Q/Q	S-T-R	Train
30-015-47258	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	<b>A1</b>
30-013-4/230	#1 <b>7</b> 1H	W/2	18-24S-31E	AI
30-015-47249	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	A1
30-013-47249	#1 <b>72</b> H	W/2	18-24S-31E	AI
30-015-47247	Jeff Smith MDP1 7 18 Federal Com	W/2	7-24S-31E	<b>A1</b>
30-013-47247	#1 <b>73</b> H	W/2	18-24S-31E	AI
30-015-44526	Nimitz MDP1 12 Federal Com #1H	W/2 W/2	1-24S-30E	<b>A1</b>
30-013-44320	Minitz Widi i 12 Federal Com #111	W/2 W/2	12-24S-30E	AI
30-015-44580	Nimitz MDP1 12 Federal Com #2H	W/2 W/2	1-24S-30E	A1
30-013-44360	Nimitz Widt i 12 Federal Com #2H	W/2 W/2	12-24S-30E	AI
30-015-44581	Nimitz MDP1 12 Federal Com #9H	E/2 W/2	1-24S-30E	A1
30-013-44361	Nimitz Widt 12 Federal Com #9H	E/2 W/2	12-24S-30E	AI
30-015-44498	Nimitz MDP1 13 Federal Com #2H	W/2 E/2	13-24S-30E	A1
30-015-44525	Nimitz MDP1 13 Federal Com #3H	E/2 E/2	13-24S-30E	A1
30-015-44298	Palladium MDP1 7 6 Federal Com #1H	W/2 W/2	6-24S-31E	A1
30-015-44298	ranadium MDF1 / 6 rederal Com #1H	W/2 W/2	7-24S-31E	AI
30-015-44299	Palladium MDP1 7 6 Federal Com #2H	W/2 W/2	6-24S-31E	A1
30-013-44299	ranadium MDF1 / 6 rederal Com #2H	W/2 W/2	7-24S-31E	AI
30-015-44457	Palladium MDP1 7 6 Federal Com #3Y	E/2 W/2	6-24S-31E	A1
30-013-44437	ranadium MDF1 / 0 rederal Com #31	E/2 W/2	7-24S-31E	AI
30-015-44293	Palladium MDP1 7 6 Federal Com #6H	E/2 E/2	6-24S-31E	A1
30-013-44293	ranadium MDF1 / 0 rederal Com #0f1	E/2 E/2	7-24S-31E	AI
30-015-44459	Patton MDP1 17 Federal #1H	W/2 W/2	17-24S-31E	A1
30-015-44460	Patton MDP1 17 Federal #2H	W/2 W/2	17-24S-31E	<b>A1</b>
30-015-44496	Patton MDP1 17 Federal #3H	E/2 W/2	17-24S-31E	A1
30-015-44497	Patton MDP1 17 Federal #4H	W/2 E/2	17-24S-31E	<b>A1</b>
30-015-44444	Patton MDP1 17 Federal #5H	E/2 E/2	17-24S-31E	<b>A1</b>
30-015-44445	Patton MDP1 17 Federal #6H	E/2 E/2	17-24S-31E	<b>A1</b>
30-015-44316	Patton MDP1 18 Federal #23H	W/2 E/2	18-24S-31E	<b>A1</b>
30-015-44338	Patton MDP1 18 Federal #33H	W/2 E/2	18-24S-31E	<b>A1</b>
30-015-44318	Patton MDP1 18 Federal #73H	W/2 E/2	18-24S-31E	<b>A1</b>
30-015-44317	Patton MDP1 18 Federal #1H	W/2 W/2	18-24S-31E	<b>A1</b>
30-015-44337	Patton MDP1 18 Federal #2H	E/2 W/2	18-24S-31E	A1
30-015-44333	Patton MDP1 18 Federal #3H	E/2 W/2	18-24S-31E	<b>A1</b>
30-015-44272	Patton MDP1 18 Federal #5H	E/2 E/2	18-24S-31E	A1
30-015-44273	Patton MDP1 18 Federal #7H	E/2 E/2	18-24S-31E	A1
30-015-44369	Sunvise MDD1 9.5 Federal Com #111	W/2 W/2	5-24S-31E	A 1
30-013-44309	Sunrise MDP1 8 5 Federal Com #1H	W/2 W/2	8-24S-31E	<b>A1</b>
20.015.44205	Sunrise MDP1 8 5 Federal Com #2H	W/2 W/2	5-24S-31E	<b>A1</b>
30-015-44395	Sum 150 WIDT 1 & S FOUCE AT COM #211	W/2 W/2	8-24S-31E	

30-015-44474	Sunrise MDP1 8 5 Federal Com #3H	E/2 W/2	5-24S-31E	A1
30-013-44474		E/2 W/2	8-24S-31E	AI
30-015-44475	Sunrise MDP1 8 5 Federal Com #4H	W/2 E/2	5-24S-31E	<b>A1</b>
		W/2 E/2	8-24S-31E	AI
30-015-44476	Sunrise MDP1 8 5 Federal Com #5H	E/2 E/2	5-24S-31E	<b>A1</b>
30-013-44470		E/2 E/2	8-24S-31E	AI
30-015-44473	44473 Sunrise MDP1 8 5 Federal Com #6H	E/2 E/2	5-24S-31E	<b>A1</b>
30-013-44473	Suntise WiDi 1 & 5 Federal Conf #011	E/2 E/2	8-24S-31E	AI
30-015-43854	Patton MDP1 18 Federal #6H	E/2 E/2	18-24S-31E	<b>A1</b>
30-015-44989	Patton MDP1 17 Federal #171H	W/2	17-24S-31E	<b>A1</b>
30-015-44990	Patton MDP1 17 Federal #172H	W/2	17-24S-31E	<b>A1</b>
30-015-44991	Patton MDP1 17 Federal #173H	W/2	17-24S-31E	<b>A1</b>
30-015-45077	Patton MDP1 17 Federal #174H	E/2	17-24S-31E	<b>A1</b>
30-015-45078	Patton MDP1 17 Federal #175H	E/2	17-24S-31E	<b>A1</b>
30-015-45079	Patton MDP1 17 Federal #176H	E/2 E/2	17-24S-31E	<b>A1</b>
30-015-44930	Sunrise MDP1 8 5 Federal Com #171H	W/2	5-24S-31E	<b>A1</b>
30-013-44930	Suntise WiDi 1 8 3 Federal Com #17111	W/2	8-24S-31E	AI
30-015-44977	Sunrise MDP1 8 5 Federal Com #172H	W/2	5-24S-31E	<b>A1</b>
30-013-44777		W/2	8-24S-31E	AI
30-015-44931	Sunrise MDP1 8 5 Federal Com #173H	W/2	5-24S-31E	<b>A1</b>
30-013-44/31		W/2	8-24S-31E	AI
30-015-45112	Sunrise MDP1 8 5 Federal Com #174H	<b>E/2</b>	5-24S-31E	A1
30-013-43112	Sum ise NIDI I o 3 Federal Com #17411	E/2	8-24S-31E	AI
30-015-45152	Sunrise MDP1 8 5 Federal Com #175H	E/2	5-24S-31E	<b>A1</b>
30-013-43132	Sum ise with 1 6 3 Federal Com #1/311	E/2	8-24S-31E	AI
30-015-45153	Sunrise MDP1 8 5 Federal Com #176H	<b>E/2</b>	5-24S-31E	<b>A1</b>
30-013-43133	Sum ise with 1 6 3 Federal Com #17011	E/2	8-24S-31E	AI
30-015-44295	Palladium MDP1 7 6 Federal Com #4H	W/2 E/2	6-24S-31E	A2
30-013-442/3		W/2 E/2	7-24S-31E	AZ
30-015-47241	Jeff Smith MDP1 7 18 Federal Com #174H	<b>E/2</b>	7-24S-31E	<b>A3</b>
30-013-47241		E/2	18-24S-31E	AJ
30-015-44529	Nimitz MDP1 12 Federal Com #7H	E/2	1-24S-31E	A3
50-013 <b>-11</b> 347		E/2	12-24S-30E	AU
30-015-44528 Nimitz MDP1 12 Federal Com #6H	E/2	1-24S-31E	A3	
JU-U1J- <del>11</del> J20	Millitz MDF1 12 rederal Com #6H	E/2	12-24S-30E	AJ
30-015-44294	Palladium MDP1 7 6 Federal Com #5H	E/2 E/2	6-24S-31E	A3
		E/2 E/2	7-24S-31E	

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

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 92172

#### **CONDITIONS**

Operator:	OGRID:
OXY USA INC	16696
P.O. Box 4294	Action Number:
Houston, TX 772104294	92172
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### CONDITIONS

Created By		Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	5/19/2022