RECEIVED: REVIEWER: APP NO: 06/15/22 LRL pLEL2216831435 ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

#### NEW MEXICO OIL CONSERVATION DIVISION



INEW INICATE OF	
- Geological & Enginee 1220 South St. Francis Drive, S	
	O A TION OUT OVER ICT
ADMINISTRATIVE APPLIC  THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE A	
REGULATIONS WHICH REQUIRE PROCESSING	
Applicant: Chevron U.S.A. Inc.	OGRID Number: 4323
Well Name: SND Javelina Unit 10 15 P610 #610H	API: TBD
Pool: Purple Sage; Wolfcamp (Gas)	Pool Code: 98220
SUBMIT ACCURATE AND COMPLETE INFORMATION RI	
1) TYPE OF APPLICATION: Check those which apply for A. Location – Spacing Unit – Simultaneous Dedic	
B. Check one only for [1] or [11]  [1] Commingling – Storage – Measurement  DHC DCTB PLC PC  [11] Injection – Disposal – Pressure Increase –  WFX PMX SWD IPI	□ OLS □ OLM Enhanced Oil Recovery □ EOR □ PPR
2) NOTIFICATION REQUIRED TO: Check those which a  A. Offset operators or lease holders  B. Royalty, overriding royalty owners, revenue C. Application requires published notice  D. Notification and/or concurrent approval to the surface owner  G. Surface owner  G. No notice required	e owners  Dy SLO  Dy BLM  Application  Content  Complete
3) <b>CERTIFICATION:</b> I hereby certify that the informatio administrative approval is <b>accurate</b> and <b>complete</b> understand that <b>no action</b> will be taken on this ap notifications are submitted to the Division.	e to the best of my knowledge. I also
Note: Statement must be completed by an individua	al with managerial and/or supervisory capacity.
	6/15/22
Adam G. Rankin	Date
Print or Type Name	505-954-7294
	Phone Number
( Charles )	
	AGRankin@hollandhart.com
Signature	e-mail Address



Adam G. Rankin Phone (505) 954-7294 AGRankin@hollandhart.com

June 15, 2022

#### VIA ONLINE FILING

Adrienne Sandoval
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

**Re:** Chevron U.S.A. Inc.

Request for Administrative Approval of Unorthodox Well Location

SND Javelina Unit 10 15 P610 #610H well Sections 10 and 15, T24S, R31E Eddy County, New Mexico Purple Sage; Wolfcamp (Gas) pool [98220] API No. TBD

Dear Ms. Sandoval:

Chevron U.S.A. Inc. (OGRID No. 4323), pursuant to Division Rules 19.15.16.15(C)(6) and 19.15.15.13 NMAC and applicable rules governing acreage and well location requirements for the Purple Sage; Wolfcamp (Gas) pool [98220], seeks administrative approval of an unorthodox well location for its **SND Javelina Unit 10 15 P610 #610H well** (API No. TBD), in a 1280-acre, more or less, spacing unit underlying Sections 10 and 15, T24S, R31E, Eddy County, New Mexico.

The proposed location is as follows:

- Surface location: 1280' FNL and 2213' FEL (Unit B) of Section 10
- Bottom hole location: 25' FSL and 2325' FEL (Unit O) of Section 15
- First take point: 330' FNL and 2325' FEL (Unit B) of Section 10
- Last take point: 100' FSL and 2325' FEL (Unit O) of Section 15

Since this acreage is governed by the Division's statewide rules, the completed interval for this well will be unorthodox because it is closer than the standard offsets to the southern boundary of

T 505.988.4421 F 505.983.6043 110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849 Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208 www.hollandhart.com

Alaska Colorado

Montana Nevada New Mexico Washington, D.C.
Wyoming

the spacing unit – thus encroaching on the E/2 of Sections 22 and 27, T24S, R31E. We note that the SND Javelina Unit 10 15 P610 #610H well is a proximity well that pulls in the W/2 of Sections 10 and 15 to become part of this Purple Sage, Wolcamp spacing unit, thus creating a 1280-acre spacing unit consisting of the entirety of Sections 10 and 15. The highlighting in Exhibit B (below) is limited to the E/2 of the spacing unit, because the captioned well is in the E/2 of Sections 10 and 15, and the encroachment only affects the E/2 of Sections 22 and 27.

Approval of the unorthodox, completed interval will allow Chevron to use its preferred well spacing plan for horizontal wells in this area, which will maximize recovery and prevent waste.

**Exhibit A** is a Form C-102 showing the proposed SND Javelina Unit 10 15 P610 #610H well encroaches on the spacing unit/tracts to the south in the E/2 of Sections 22 and 27, T24S, R31E.

**Exhibit B** is a plat showing the E/2 of the SND Javelina spacing unit in relation to the adjoining spacing unit/tracts to the south. The affected spacing unit is operated by XTO Permian Operating, LLC. In addition, the affected spacing unit contains BLM leases. Accordingly, the "affected persons" are XTO and the United States Bureau of Land Management.

**Exhibit** C is a Mutual Release Agreement whereby XTO granted Chevron a waiver and agreed to allow Chevron to extend the laterals for six (6) Wolfcamp wells in Section 15, so long as the last take point is no closer than 100 feet from the south line of Section 15, Township 24 South, Range 31 East. The Mutual Release Agreement requires that Chevron provide notice to XTO prior to commencing completion operations.

**Exhibit D** is a spreadsheet listing all affected persons and includes tracking information demonstrating that each of the affected persons was sent a copy of this application with all attachments by certified mail advising that any objections must be filed in writing with the Division within 20 days from the date the Division receives the application. The following are the affected persons:

Type	Affected Party	Location
Operator/	XTO Permian Operating, LLC	E/2 of
Working		Sections 22
Interest		and 27
Federal/State	United States Bureau of Land	E/2 of
Mineral	Management	Sections 22
Interest		and 27

<sup>&</sup>lt;sup>1</sup> See NMAC §§ 19.15.2.7.A(8) [defining "affected persons" as, "the operator" or "in the absence of an operator, or with respect to an application wherein the operator of the spacing unit or identified tract is the applicant, each working interest owner"] and 19.15.4.12.A(2)(a).

T 505.988.4421 F 505.983.6043 110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849 Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208

www.hollandhart.com

Alaska Colorado Idaho Montana Nevada New Mexico Utah Washington, D.C. Wyoming Your attention to this matter is appreciated.

Sincerely,

Adam G. Rankin

**ATTORNEY FOR** 

CHEVRON U.S.A. INC.

<u>District I</u>
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
<u>District II</u>
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

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

1280

A DI Maranta an

DEFINING

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

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

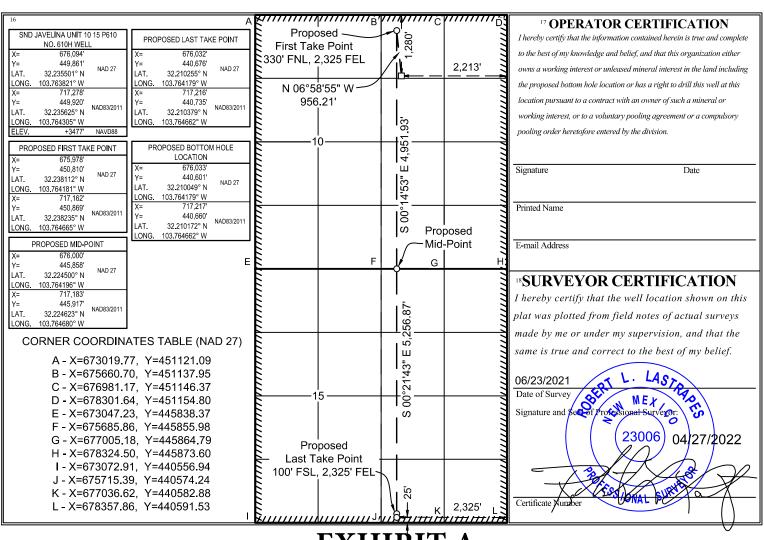
☐ AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

	¹ API Nu	ımber	Pool C	Code	Pool Name					
			9822	20	PURPLE SAGE;WOLFCAMP (GAS)					
<sup>4</sup> Proper	ty Code		•	<sup>5</sup> Property Name					6 Well Number	
				SND JAVELI	NA UNIT 10	15 P610			610H	
<sup>7</sup> OGR	ID No.		<sup>8</sup> Operator Name <sup>9</sup> Elevation						<sup>9</sup> Elevation	
43	23			CHEVR	ON U.S.A. IN	IC.				3477'
				10 Sur	face Locat	ion				
UL or lot no.	Section	n Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	he East/West line		County
В	10	24 SOUTH	31 EAST, N.M.P.M.		1280'	NORTH	2213'	EAS	ST EDDY	
			11 Bottom H	Hole Locat	ion If Diff	erent From S	Surface			
UL or lot no.	Sectio	n Township	Township Range Lot Idn Feet from the North/South line Feet from the East/West					est line	County	
О	15	24 SOUTH	31 EAST, N.M.P.M.		25'	SOUTH	2325'	EAS	ST	EDDY
<sup>12</sup> Dedicated Acres <sup>13</sup> Joint o		oint or Infill	<sup>14</sup> Consolidation Code	<sup>5</sup> Order No.		_				
1		1								

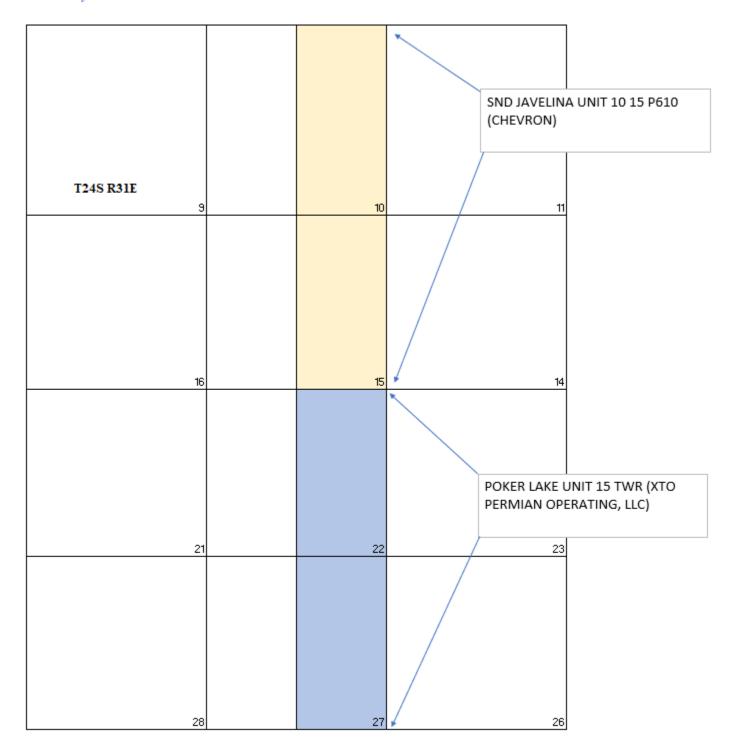
No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

R-20250, TOTAL UNIT ACRES 5119.76



Released to Imaging: 7/12/2022 12:59:51 PM

EXHIBIT A



## **EXHIBIT B**

### MUTUAL RELEASE AGREEMENT

This Release Agreement (the "Agreement") dated effective as of September 27, 2021 (the "Effective Date") by and between Chevron U.S.A. Inc. ("Chevron") and XTO Permian Operating, LLC ("XTO"). XTO and Chevron are sometimes referred to individually as a "Party" and collectively as the "Parties".

#### **RECITALS**

WHEREAS, XTO and Chevron entered into that certain offsite waiver dated September 27. 2017 (the "Offsite Waiver") to provide for the location of the PLU 15 Twin Wells Ranch 907 H Well (the "Welf") from within the following lands operated by Chevron: Section 15 of Township 24 South, Range 31 East, Eddy County, New Mexico (the "Lands");

WHEREAS, following the drilling and completion of the Well, XTO discovered errors in the completion of the Well at three most heel stages near the southern boundary of Section 15 of Township 24 South, Range 31 East, Eddy County, New Mexico; and

WHEREAS, the Parties desire to enter into this Agreement to resolve and settle the errors in the completion of the Well in order to avoid the risk, hazards and burden of litigation, and as an alternate means of resolving the Parties' differences with respect to the Well.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions set forth herein, the receipt and sufficiency of which is acknowledged, and subject to the terms and provisions hereof, the Parties hereto agree to the following terms:

- 1. Within sixty (60) days from the execution of this Agreement, XTO shall commence the work for remediation of the Well as described on <a href="Exhibit A">Exhibit A</a>, attached hereto and made a part hereof (collectively, the "Well Work"). In the event the initial data gathering described on <a href="Exhibit A">Exhibit A</a> requires changes to the Well Work as determined by XTO, XTO shall provide a <a href="Revised Exhibit A">Revised Exhibit A</a> to Chevron and upon the mutual agreement of the Parties, such <a href="Revised Exhibit A">Revised Exhibit A</a> shall replace <a href="Exhibit A">Exhibit A</a> attached hereto.
- 2. Upon XTO's completion of the Well Work, XTO shall file with the Bureau of Land Management (the "BLM"), a completed Form 3160-5 reporting the subsequent Well Work operations; Form 3160-4, Well Completion or Recompletion Report and Log (the "Form 3160-4") and an updated as-drilled plat (Form C-102). Upon the BLM's approval of the Form 3160-4, XTO shall file with the New Mexico Oil Conservation Division (the "NMOCD") the updated completion document (Form 3160-4), an updated as-drilled plat (Form C-102) and a new authority to transport (Form C-104). Upon the BLM's approval of the Form 3160-4 and the NMOCD's approval of Form C-104, the Well Work shall be deemed complete and the date of the NMOCD's approval of Form C-104 shall be the "Work Completion Date". Chevron shall cooperate with XTO as reasonably necessary to support the regulatory filings described in this Section 2. XTO shall provide Chevron prompt notice of the Work Completion Date.
- 3. Upon the Work Completion Date, XTO shall have the right to return the Well as remediated by the Well Work back to production. Chevron waives, and agrees to formally waive, any objections to the location of the wellbore of the Well as remediated by the Well Work.
- 4. After the Well has produced for a period of one (1) year following the Work Completion Date, XTO shall conduct a positive pressure test to confirm the integrity of the patch described on Exhibit A. For such positive pressure test, the test pressure will be 500 psi over current pore pressure, held for thirty (30) minutes with no more than 10% bleed off. In the event the Well fails such positive pressure test, XTO shall (a) immediately shut-in the Well, and (b) conduct additional tests and/or remediation work as mutually agreeable to the Parties to restore and/or confirm the integrity of the patch. The Well shall remain shut-in and not be returned to production until the Parties mutually agree that the additional testing and remediation work has been successful.
- 5. XTO hereby grants to Chevron a waiver, and agrees that it will not protest any non-standard proration unit application filed with the NMOCD, for the six (6) Wolfcamp wells as

Page 1 of 5

## **EXHIBIT C**

Received by OCD: 6/15/2022 4:05:03 PM

approximately described on **Exhibit B**, attached hereto and made a part hereof, (the "Chevron Wells") to allow Chevron to extend the laterals of the Chevron Wells such that the last take point of any Chevron Well is no closer than 100 feet from the south line of Section 15 of Township 24 South, Range 31 East, Eddy County, New Mexico and the bottom hole location of any Chevron Well does not cross the south line of Section 15 of Township 24 South, Range 31 East, Eddy County, New Mexico. Prior to commencing completion operations for the Chevron Wells, Chevron shall provide at least 30 days' prior written notice to XTO.

- In consideration of the recitals, covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Chevron hereby forever and fully releases and discharges XTO and its affiliates, and all of its and their officers, directors, agents, employees, personal representatives, agents, contractors, subcontractors, affiliates, successors and assigns, of and from any and all claims, demands, controversies, actions or causes of action, of any nature, type or character whatsoever, whether known or unknown, for compensatory damages, consequential damages, past and future interest, attorneys' fees and expenses, or any other loss or expense, whether known or unknown, arising out of or resulting from the (a) drilling, completion, location and presence of the Well on the Lands, and (b) the operation of the Well on the Lands prior to the Effective Date. The Parties acknowledge that this Release does not discharge XTO from any claims, demands, controversies, actions or causes of action, of any nature, type or character whatsoever, whether known or unknown, for compensatory damages, consequential damages, past and future interest, attorneys' fees and expenses, or any other loss or expense, which may arise from the operation of the Well after the Effective Date, including compensatory damages, consequential damages, past and future interest, attorneys' fees and expenses, or any other loss or expense arising after the Effective Date from the Well failing the positive pressure test referenced in Section 4.
- 7. In consideration of the recitals, covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, XTO hereby forever and fully releases and discharges Chevron and its affiliates, and all of its and their officers, directors, agents, employees, personal representatives, agents, contractors, subcontractors, affiliates, successors and assigns, of and from any and all claims, demands, controversies, actions or causes of action, of any nature, type or character whatsoever, whether known or unknown, for compensatory damages, consequential damages, past and future interest, attorneys' fees and expenses, or any other loss or expense, whether known or unknown, arising out of or resulting from (a) the Well Work, (b) the test to confirm the integrity of the patch described in Section 4, and (c) any additional tests and/or remediation work as mutually agreeable to the Parties to restore and/or confirm the integrity of the patch referenced in Section 4.
- 8. The Parties understand that the agreements set forth herein are done solely to compromise doubtful and disputed claims and causes of action, and that no agreement made or other consideration given shall be construed as an admission of liability on the part of the Parties, liability being expressly denied by each of them.
- 9. The Parties represent and warrant that each of them is the sole owner of their respective claims, causes of action, and rights made the subject of this Agreement, or as the Operator of Section 15 of Township 24 South, Range 31 East, Eddy County, New Mexico, Chevron is otherwise authorized to enter in to this Agreement on behalf the other non-operator owners, and they have duly authorized the representatives signing this agreement to execute it on their behalf.
- 10. This Agreement shall be governed by, construed, enforced in accordance with, and subject to, the laws of the State of Texas.
- 11. This Agreement contains the entire agreement between the Parties, with regard to the matters set forth herein, and shall be binding upon the Parties and their heirs, successors, and assign and shall inure to the benefit of the administrators, personal representatives, heirs, successors and assigns of the parties.
- 12. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. The Parties expressly agree to cooperate fully and execute any and all supplementary instruments and to take all additional actions as may be necessary or appropriate to

Received by OCD: 6/15/2022 4:05:03 PM

give full effect to the terms and intent of this Agreement, which are not inconsistent with its terms.

- 13. Each Party shall keep confidential the terms of this Agreement, except that (1) the Parties may disclose the terms of this Agreement to their respective attorneys, accountants, auditors, tax advisors, regulatory personnel, and operations personnel on a need to know basis, on the condition that such persons pledge to maintain and preserve the confidentiality of such terms and agree not to disclose such terms to any other person or entity; (2) the Parties may make such disclosures to its officers, directors, and shareholders to the extent reasonably related to the reporting of business and financial matters; (3) the Parties may make such disclosures to any person or entity to the extent reasonably necessary for the purpose of regulatory compliance, tax treatment or tax law compliance; and (4) the Parties may make such disclosures if otherwise required by law or regulation.
- 14. This Agreement, which may be executed in identical counterparts, shall be effective as of the Effective Date following the execution by all of the parties.

By: Oeff Wilson
Name: Milson
Title: Attorney-In-Fact

**XTO PERMIAN OPERATING, LLC:** 

By:
Name:
Title:

give full effect to the terms and intent of this Agreement, which are not inconsistent with its terms.

- 13. Each Party shall keep confidential the terms of this Agreement, except that (1) the Parties may disclose the terms of this Agreement to their respective attorneys, accountants, auditors, tax advisors, regulatory personnel, and operations personnel on a need to know basis, on the condition that such persons pledge to maintain and preserve the confidentiality of such terms and agree not to disclose such terms to any other person or entity; (2) the Parties may make such disclosures to its officers, directors, and shareholders to the extent reasonably related to the reporting of business and financial matters; (3) the Parties may make such disclosures to any person or entity to the extent reasonably necessary for the purpose of regulatory compliance, tax treatment or tax law compliance; and (4) the Parties may make such disclosures if otherwise required by law or regulation.
- 14. This Agreement, which may be executed in identical counterparts, shall be effective as of the Effective Date following the execution by all of the parties.

#### CHEVRON U.S.A. INC.:

#### **XTO PERMIAN OPERATING, LLC:**

By: Rick Cannon
Name: Rick Cannon
Title: Vice President

#### **EXHIBIT A**

Attached to and Made a Part of that certain Release Agreement dated September 27, 2021 by and between Chevron U.S.A Inc. and XTO Permian Operating, LLC

#### The Well Work

#### **Initial Data Gathering**

1. Run tractor/caliper/camera to ~13,050'

#### Remediation Work

- 1. Kill Well
- 2. Pull tubing/GLVs/packer
- 3. Cleanout to 13,000'
- 4. Tractor 5-1/2" cast iron bridge plug (CIBP) and set at 12,855'
- 5. Run cement retainer and set at 12,220'
- 6. Cement squeeze interval per vendor recommendation
- 7. Drillout cement, pressure test as set forth in (i) and (ii) below and drill out CIBP
  - i. 500 psi cement squeeze pressure test prior to running the patch
  - Test pressure will be 500 psi over Pore Pressure, held for 30 minutes with no more than 10% decline
- 8. Run prep mills and prep casing for patch
- 9. Tractor 5-1/2" CIBP and set at 12,860'
- 10. Run Mohawk ReLine HYD patch and set from 12,220'-12.845' (625')
- 11. Positive test patch and upper seal element to 1,000 psi
- 12. Drillout shoe and pressure test entire patch assembly to 1,000 psi
- 13. Drill depth control plug and cleanout well

#### **EXHIBIT B**

Attached to and Made a Part of that certain Release Agreement dated September 27, 2021 by and between Chevron U.S.A. Inc. and XTO Permian Operating, LLC

#### The Chevron Wells

32	33 T23S-	34 R31E	35	36	31
5	T24S-	R31E 3	2	1	6
8	9	6 well with	elina Unit	12	7
17	16	extensions	14	13	11
20	21 XTO PLU	PLU 15 TWR 907H	23	24	1!

# **DocuSign**

#### **Certificate Of Completion**

Envelope Id: 330E2B95D47E428495FD1CFCD20D933E

Status: Completed

Subject: Please DocuSign: Dated-Release Agreement (Final Execution Version)(1621045.1)(1642129.1) (003),docx

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jim Pruitt

AutoNav: Enabled

Address Redacted

Envelopeld Stamping: Enabled

im.pruitt@exxonmobil.com

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 136.228.238.110

#### **Record Tracking**

Status: Original

Holder: Jim Pruitt

Location: DocuSign

9/27/2021 11:18:27 AM Security Appliance Status: Connected

jim.pruitt@exxonmobil.com

Pool: Main SecApp 2

#### Signer Events

Rick E Cannon

rick.e.cannon@exxonmobil.com

In Dames Cianas Essats

**Production Manager** 

Security Level: Email, Account Authentication

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 136.228.238.239

Rick E Cannon

6DD9F4089483414

Status

**Timestamp** 

Sent: 9/27/2021 11:23:02 AM Viewed: 9/27/2021 11:47:31 AM Signed: 9/27/2021 11:47:41 AM

**Timestamps** 

**Electronic Record and Signature Disclosure:** Accepted: 10/25/2018 11:36:24 AM

ID: b6b1cba1-7c16-455a-bf0e-7f31cdcb5762 Company Name: ExxonMobil Production 10

In Person Signer Events	Signature	Timestamp	
Editor Delivery Events	Status	Timestamp	ii e
Agent Delivery Events	Status	Timestamp	
Intermediary Delivery Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/27/2021 11:23:02 AM	
Certified Delivered	Security Checked	9/27/2021 11:47:31 AM	
Signing Complete	Security Checked	9/27/2021 11:47:41 AM	<u> </u>
Completed	Security Checked	9/27/2021 11:47:41 AM	

**Electronic Record and Signature Disclosure** 

**Payment Events** 

Released to Imaging: 7/12/2022 12:59:51 PM

Electronic Record and Signature Disclosure created on: 12/30/2016 6:30:07 AM Parties agreed to: Rick E Cannon

> ELECTRONIC RECORD AND SIGNATURE DISCLOSURE Exxon Mobil Corporation (ExxonMobil) [1] uses the DocuSign service to collect signatures, endorsements, and approvals for corporate purposes. DocuSign may be used by ExxonMobil to conduct corporate business endorsements and approvals or to gather electronic signatures from 3rd parties for business purposes. Please read the information below and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

Acknowledging your access and consent to receive materials electronically By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference.
- I am authorized to do the specific type of work (approve, endorse, etc.) in the country where I am physically located when using DocuSign

Getting paper copies You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing the document. How to contact Exxon Mobil Corporation: For email address changes or if you have questions about a document you receive please contact the sending ExxonMobil Business organization. [1] ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty per cent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company") and (c) any joint venture in which Exxon Mobil Corporations, any parent of Exxon Mobil Corporation or an Affiliated Company has day to day operational control.

Released to Imaging: 7/12/2022 12:59:51 PM

ADDR1	ADDR2	ADDR3	ADDR4	ADDR5
XTO Permian Operating, LLC	22777 Springwoods Village Pkwy.	Spring	TX	77389
United State Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
United State Bureau of Land Management	620 E Greene St.	Carlsbad	NM	88220

# **EXHIBIT D**



Adam G. Rankin Phone (505) 954-7294 AGRankin@hollandhart.com

June 14, 2022

#### <u>VIA CERTIFIED MAIL</u> RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PERSONS

**Re:** Chevron U.S.A. Inc.

Request for Administrative Approval of Unorthodox Well Location

SND Javelina Unit 10 15 P610 #610H well Sections 10 and 15, T24S, R31E Eddy County, New Mexico Purple Sage; Wolfcamp (Gas) pool [98220] API No. TBD

#### Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from this date with the applicant and the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

If you have any questions about this application, please contact the following:

Gregg Pazer Chevron U.S.A. Inc. (713) 372-9915 gpazer@chevron.com

Sincerely.

Adam G. Rankin
ATTORNEY FOR
CHEVRON U.S.A. INC.

## MANIFEST - 72598 - Chevron - SND Javelina Unit 601H, 611, 612 NSLs

Parent	Mail	Name	Address	City	ST	Zip	MailClass	TrackingNo	Well
ID	Date								
31309	06/14/	XTO Permian	22777 Springwoods	Spring	TX	77389-	Certified with Return	941481189876	72598 - Chevron - SND
	2022	Operating, LLC	Village Pkwy			1425	Receipt (Signature)	5877647345	Javelina Unit 601H, 611, 612
									NSLs - notice list - 1
31309	06/14/	United State Bureau of	301 Dinosaur Trl	Santa Fe	NM	87508-	Certified with Return	941481189876	72598 - Chevron - SND
	2022	Land Management				1560	Receipt (Signature)	5877647383	Javelina Unit 601H, 611, 612
									NSLs - notice list - 2
31309	06/14/	United State Bureau of	620 E Greene St	Carlsbad	NM	88220-	Certified with Return	941481189876	72598 - Chevron - SND
	2022	Land Management				6292	Receipt (Signature)	5877647338	Javelina Unit 601H, 611, 612
									NSLs - notice list - 3

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 117679

#### **CONDITIONS**

	CODID		
Operator:	OGRID:		
CHEVRON U S A INC	4323		
6301 Deauville Blvd	Action Number:		
Midland, TX 79706	117679		
	Action Type:		
	[UF-NSL] Non-Standard Location (NSL)		

#### CONDITIONS

Created By	Condition	Condition Date
llowe	NSL - 8391 is approved. The approved Order can be retrieved at the following OCD: website. https://ocdimage.emnrd.nm.gov/imaging/AEOrderCriteria.aspx	6/17/2022