# MEWBOURNE OIL COMPANY 4801 Business Park Blvd Hobbs, NM 88240 575-393-5905

August 27, 2020

Engineering Bureau New Mexico Oil Conservation Division 1220 S. St. Francis Drive Santa Fe, NM 87505

Bureau of Land Management 620 E. Greene Street Carlsbad, NM 88220-6292

**RE**: Application for Pool Commingle

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission to surface commingle production from 4 wells located on BLM Leases NMNM 0001165 & NMNM 0554771, which comprise portions of Section 16 & 17, T20S, R29E, Eddy County, New Mexico. All oil production from these wells is to be stored in a Central Tank Battery, located in the NWSW of said Section 17 and the gas production from these wells will flow to a common EFS Master Meter #68677-01 located in the NENW of said Section 18 on BLM Lease NMNM 0001165. Information detailing each well is attached.

## Please find the following enclosed:

Cover Letter
Commingle Summary Page
Form C102 of wells & battery
Detailed Maps: lease boundaries & facility locations
Facility Diagram
Serial Register Page
Application Checklist
Form C-107B
Copy of letter sent certified to all involved parties
List of all involved parties

Signed:

Printed Name: Joe Bryand Title: Senior Production Engineer

Date: 8/27/2020

#### APPLICATION FOR COMMINGLING

#### Commingling procedure for Glock 17/16 leases:

Mewbourne Oil Company is requesting approval for Pool Commingling for the following wells production:

Federal Leases NMNM 0001165 & NMNM 0554771

Well Name	Location	API#	Pool #	MCFPD	Dry BTU @
					14.73 PSI
Glock 17/16	1300' FSL & 230'	30-015-46587	[98015] WC-015 G-	~3000	~1300
B3MP Fed	FWL, Sec 17,		04 S202920D,		
Com #1H	T20S, R29E		BONE SPRING		
Glock 17/16	1270' FSL &	30-015-46733	[98218] WC-015 G-	~4000	~1250
W0MP Fed	230' FWL, Sec		04 S182728A,		
Com #1H	17, T20S, R29E		WOLFCAMP		
Glock 17/16	2060' FSL &	30-015-46746	[73480] BURTON	~4000	~1250
W0LI Fed	230' FWL, Sec		FLAT, WOLCAMP,		
Com #1H	17, T20S, R29E		EAST (GAS)		
Glock 17/16	2090' FSL &	30-015-46588	[98015] WC-015 G-	~3000	~1300
B3EH Fed	230' FWL, Sec		04 S202920D,		
Com #1H	17, T20S, R29E		BONE SPRING		

## Oil, Water, & Gas metering

The central tank battery is located on an off-site well pad located in the NWSW of Section 17, T20S, R29E, Eddy County, New Mexico. The production for all wells will come to its own separator. From the separator production will be allocated as follows:

#### Oil Metering:

Oil volumes from each well producing to the battery will be determined by using an allocation meter at the facility for each well. Oil from each separator will be metered and then sent to a heater treater (HT). Oil from the HT will then flow to a vapor recovery tower (VRT) and then to the 750 BBL oil tanks (OT). Oil production will be allocated on a daily basis based from the oil allocation meter downstream of the separator. This meter will be proven based on API, NMOCD and BLM specifications by tank testing. This process is performed by isolating a well to specific oil tanks and calibrating the meter based on the production numbers. The oil production from these wells listed above will be measured, commingled and then sold via truck haul or LACT.

### Water Metering:

Water volumes from each well producing to the battery will be determined by using an allocation meter at the facility for each well. Water from each separator will be metered and sent to the 1000 BBL gun barrel (GB). From the GB the water will be sent to the 750 BBL water tanks (WT). Water production will be allocated on a daily basis based from the water allocation meter downstream of the separator. The water production from these wells listed above will be measured, commingled and disposed of via truck haul or pipelined to disposal.

#### Gas Metering:

Gas volumes from each well producing to these batteries will be determined by using an allocation gas meter after the separator at the facility for each well. The gas production from the wells listed above will be measured, commingled, and then sold on lease using the 24 hr. well test method. An EFS common gas sales meter (MM #68677-01) will be located in the NENW of Section 18, T20S, R29E, Eddy Co., on BLM Lease NMNM 0001165. This meter is calibrated on a regular basis per API, NMOCD and BLM specifications.

#### **Economic Justification**

Federal Lease NMNM 0001165 & NMNM 0554771

Royalty Rate 12.5%

Augaity Nate 12.	770						
Well Name	BOPD EST	Oil Gravity @ 60°	Value/bbl	MCFPD	Dry BTU @ 14.73 PSI	Value/MCF	
Glock 17/16 B3MP Fed Com #1H	1500	61	\$40	~3000	~1300	\$1.28	
Glock 17/16 W0MP Fed Com #1H	2000	65	\$40	~4000	~1250	\$1.28	
Glock 17/16 W0LI Fed Com #1H	2000	65	\$40	~4000	~1250	\$1.28	
Glock 17/16 B3EH Fed Com #1H	1500	61	\$40	~3000	~1300	\$1.28	
CTB Combined	7000	63.3	\$40	~14000	1271.4	\$1.28	

#### **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility diagram and map which shows lease boundaries, wells, battery, & MM location. The commingling of production is in the interest of conservation and waste and will result in the most effective economic means of producing the reserves in place from the affected wells and will not result in reduced royalty or improper measurement of production.

Working, royalty, & overriding interest owners have been notified of the proposal via certified mail (see attached).

Signed:

Printed Name: Joe Bryand

Title: Senior Production Engineer

Date: 8/27/2020

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

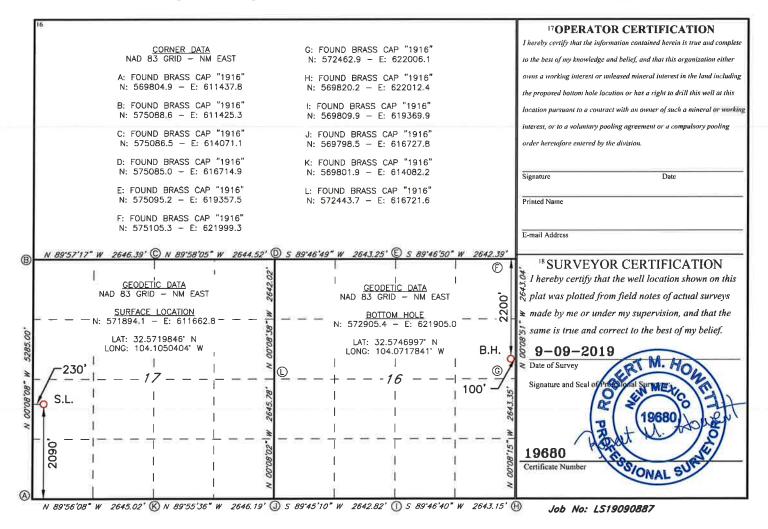
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

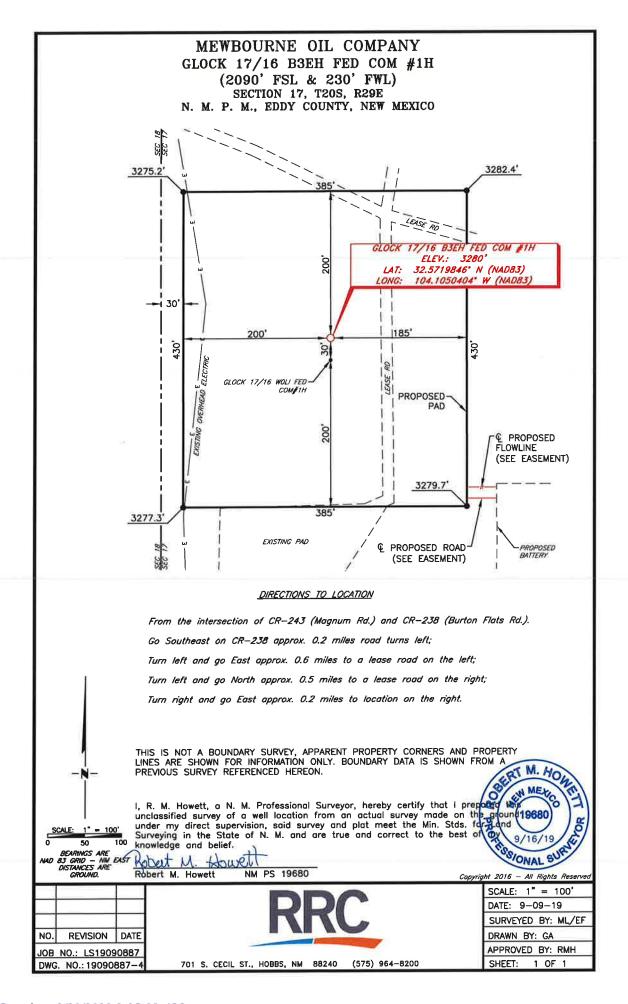
Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	API Numbe	Г		<sup>2</sup> Pool Code			<sup>3</sup> Pool Na	me			
<sup>4</sup> Property Co	de		GLOCK 17/16 B3EH FED COM						<sup>6</sup> Well Number <b>1 H</b>		
7OGRID I	NO.		*Operator Name  MEWBOURNE OIL COMPANY							<sup>9</sup> Elevation <b>3280</b>	
					<sup>10</sup> Surface	Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/Wes	st line	County	
L	17	20S	29E		2090	SOUTH	230	WES	T	<b>EDDY</b>	
			11	Bottom H	ole Location	If Different Fr	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/Wes	t line	County	
Н	16	20S	29E		2200	NORTH	100	EAS	т	<b>EDDY</b>	
12 Dedicated Acres	13 Joint	or Infill 14 (	Consolidation	Code 15 C	Order No.						





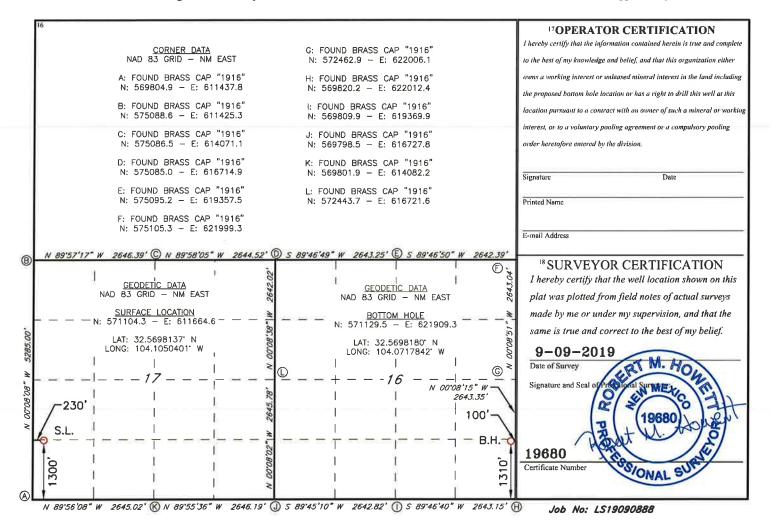
District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis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

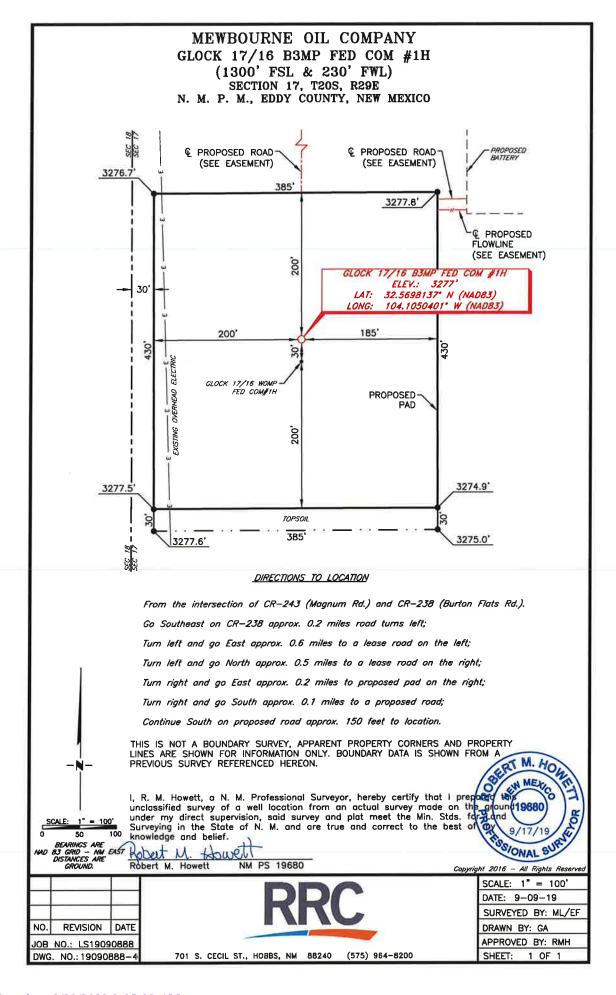
# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

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

☐ AMENDED REPORT

1	API Numbe	r	<sup>2</sup> Pool Code <sup>3</sup> Pool Name								
<sup>4</sup> Property Co	de		GLOCK 17/16 B3MP FED COM							<sup>6</sup> Well Number <b>1 H</b>	
7 OGRID 1	NO.		**SOperator Name 9 Elevation  MEWBOURNE OIL COMPANY 3277							Elevation 3277'	
					10 Surface	Location					
UL or lot no.	Section	Township	Range	Lot ldn	Feet from the	North/South line	Feet From the	East/Wo	est line	County	
M	17	20S	29E		1300	SOUTH	230	WES	ST	EDDY	
			н ]	Bottom H	ole Location	If Different Fr	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/We	est line	County	
P	16	20S	29E		1310	SOUTH	100	EAS	ST	EDDY	
12 Dedicated Acres	J3 Joint	or Infill 14 (	Consolidation	Code 15 O	rder No.						



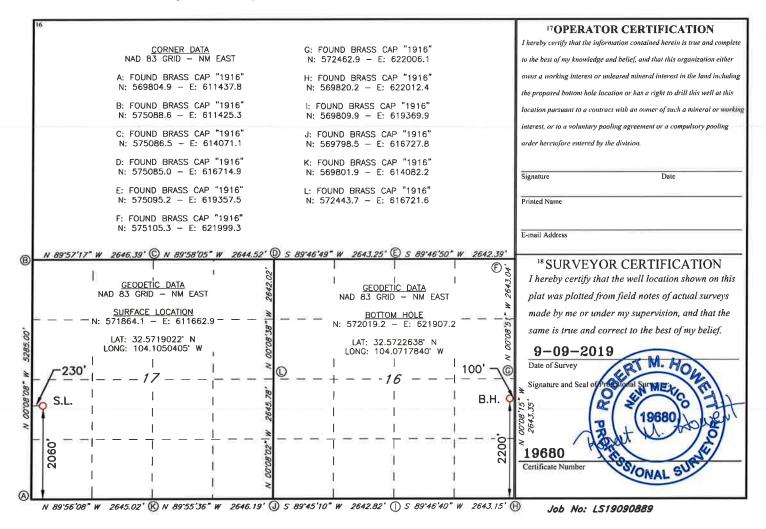


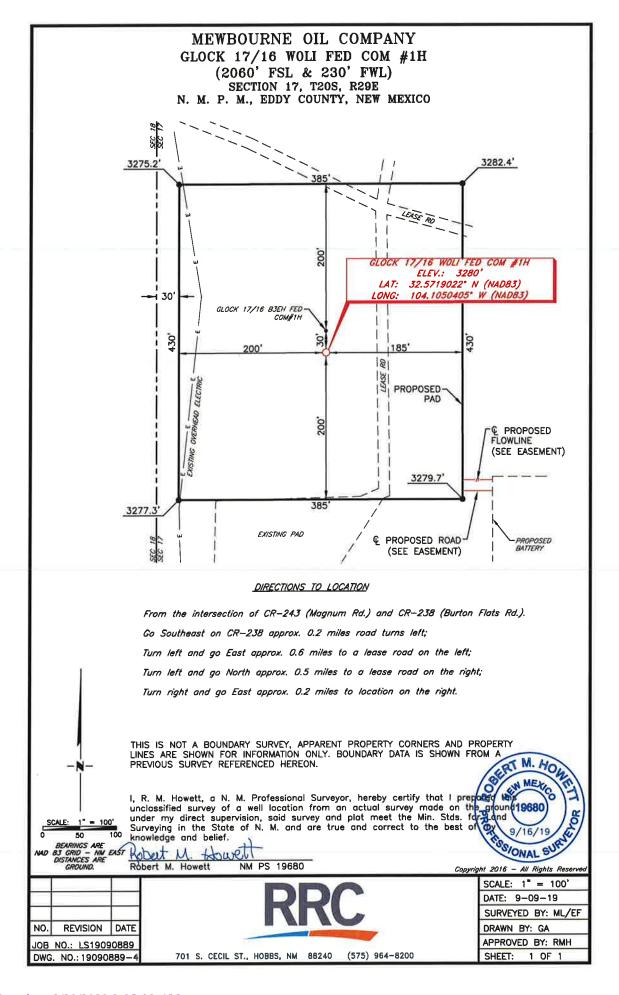
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Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

☐ AMENDED REPORT

	API Number	r		<sup>2</sup> Pool Code		<sup>3</sup> Pool Name				
<sup>4</sup> Property Co	de		GLOCK 17/16 WOLI FED COM						<sup>6</sup> Well Number <b>1 H</b>	
7OGRID	NO.	.,							<sup>9</sup> Elevation <b>3280</b>	
					<sup>10</sup> Surface	Location		1101		
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County	
L	17	20S	29E		2060	SOUTH	230	WEST	EDDY	
			"]	Bottom I	Iole Location	If Different Fro	om Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
H	16	20S	29E		2200	SOUTH	100	EAST	EDDY	
Dedicated Acres	s 13 Joint	or Infill 14	Consolidation	Code 15	Order No.					





District 1
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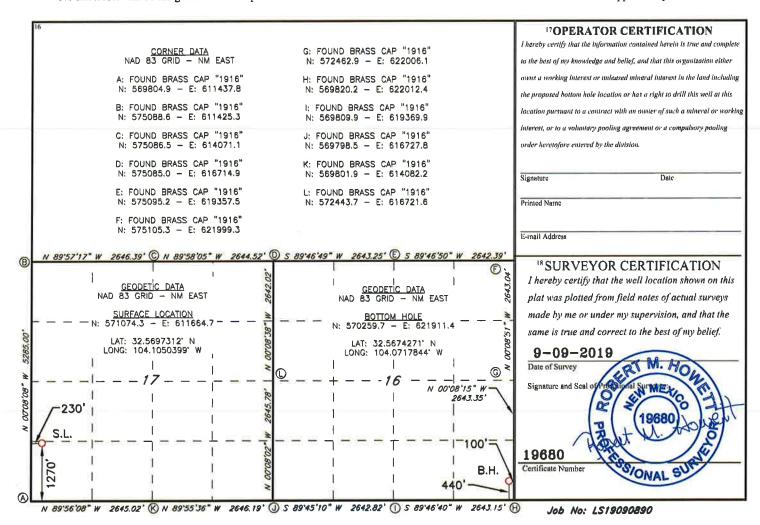
# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

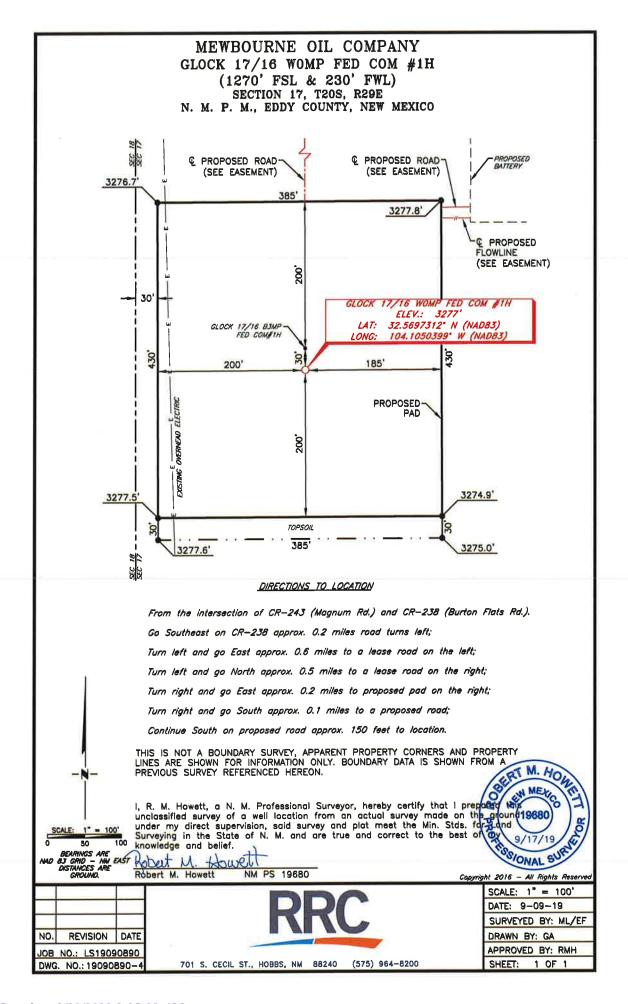
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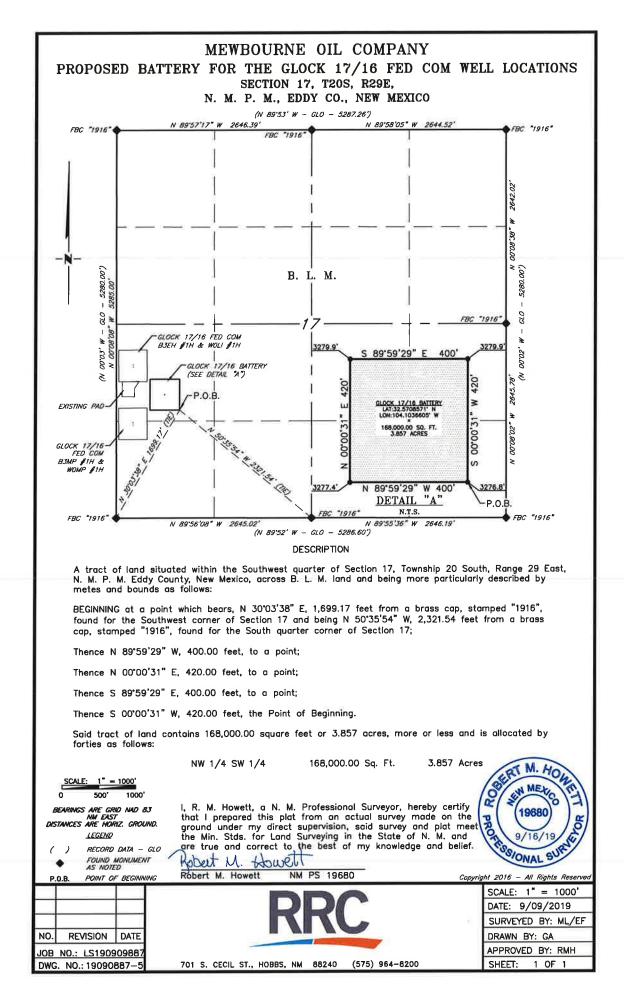
☐ AMENDED REPORT

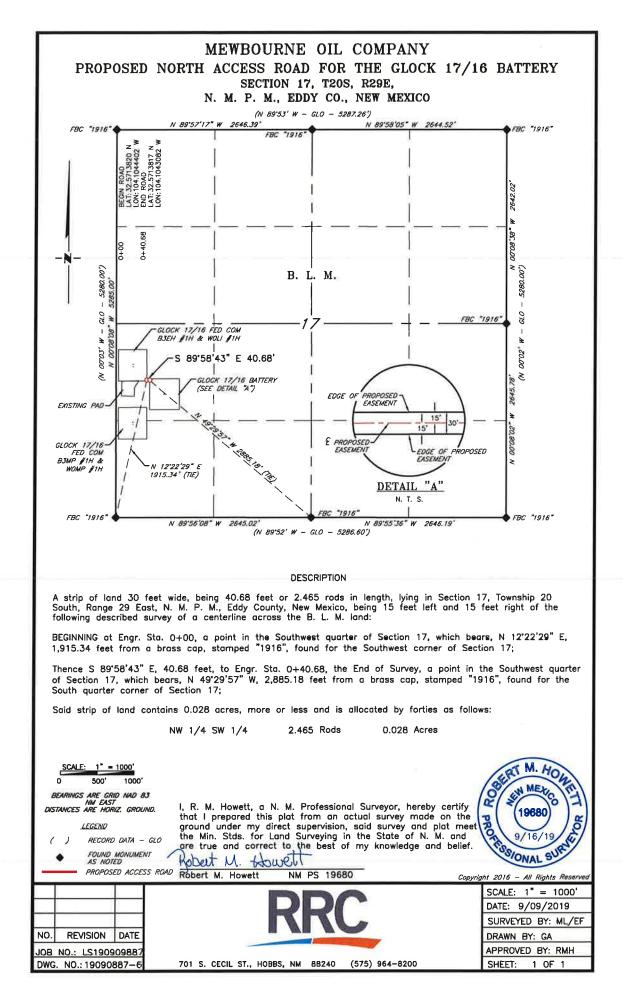
WELL LOCATION AND ACREAGE DEDICATION PLAT

1	API Number			<sup>2</sup> Pool Code		3 Pool Name					
<sup>4</sup> Property Co	de		GLOCK 17/16 WOMP FED COM						<sup>6</sup> Well Number <b>1 H</b>		
7OGRID	NO.		MEWBOURNE OIL COMPANY  8 Operator Name 9 Ele 9 Ele 9 Ele								
					<sup>10</sup> Surface 3	Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County		
M	17	20S	29E		1270	SOUTH	230	WEST	EDDY		
			11	Bottom H	ole Location	If Different Fro	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
P	16	20S	29E		440	SOUTH	100	EAST	EDDY		
P 12 Dedicated Acres			29E Consolidation	Code 15 C	rder No.	SOUTH	100	EAST	ED.		

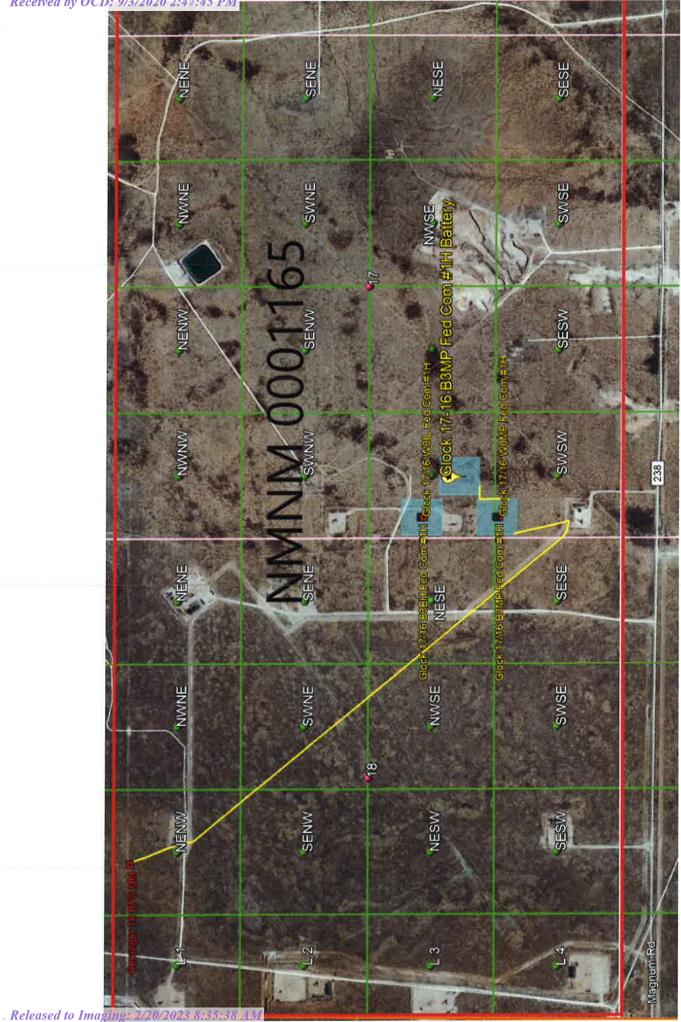


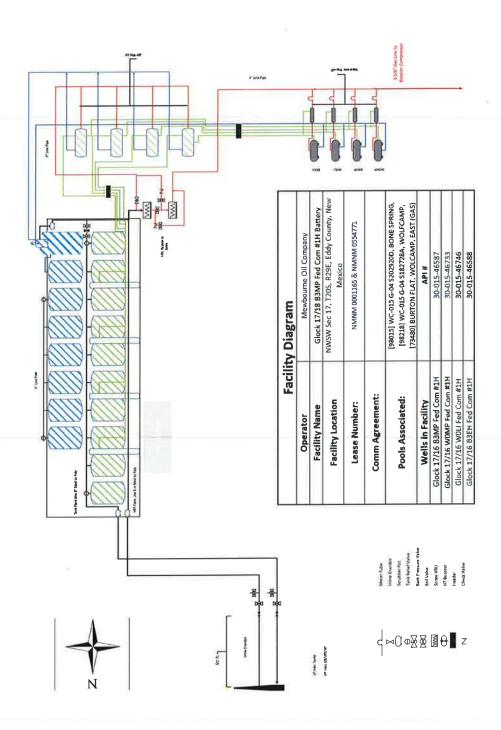






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Case File Juris:

Run Date/Time: 8/28/2020 15:15 PM

Page 1 Of 11 Serial Number

01 02-25-1920;041STAT0437;30USC226

Case Type 311111: O&G LSE NONCOMP PUB LAND

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED

**Total Acres:** 

2,494.410

NMNM 0001165

Serial Number: NMNM-- 0 001165

				56	ilai itallibel. Itiilit	111 0 00 1 100
Name & Address					Int Rel	% Interest
PALADIN INC	10265 E CLINTON	SCOTTSDALE	ΑZ	85260	OPERATING RIGHTS	0.000000000
WHITING OG CORP	1700 BROADWAY #2300	DENVER	co	802902300	OPERATING RIGHTS	0.000000000
WILDCAT ENERGY LLC	PO BOX 13323	ODESSA	TX	79768	OPERATING RIGHTS	0.000000000
SEP PERMIAN HOLDING CORP	920 MEMORIAL CITY WAY STE	HOUSTON	TX	770242653	OPERATING RIGHTS	0.000000000
UNIT PETRO CO	PO BOX 702500	TULSA	OK	74170	OPERATING RIGHTS	0.000000000
TIPPERARY OG CORP	BOX 3179	MIDLAND	TX	797023179	OPERATING RIGHTS	0.000000000
OXY USA WTP LP	5 GREENWAY PLAZA #110	HOUSTON	TX	77046	OPERATING RIGHTS	0.000000000
ST DEVOTE LLC	919 MILAM ST STE 2475	HOUSTON	TX	770025338	OPERATING RIGHTS	0.000000000
SEP PERMIAN LLC	920 MEMORIAL CITY WAY STE	HOUSTON	TX	770242653	OPERATING RIGHTS	0.000000000
AXIS ENERGY CORP	PO BOX 219303	HOUSTON	TX	77218	OPERATING RIGHTS	0.000000000
EOG RESOURCES INC	PO BOX 4362	HOUSTON	TX	772104362	LESSEE	100.000000000
EOG RESOURCES INC	PO BOX 4362	HOUSTON	TX	772104362	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- 0 001165

Mer	Twp Rng	Sec	SType Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0200S 0290E	007	LOTS		2,3,4;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	007	ALIQ		E2,E2SW,SENW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200\$ 0290E	800	ALIQ		S2SW,SWSE,N2S2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	017	ALIQ		ALL;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	018	ALIQ		E2,E2W2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	018	LOTS		1-4;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	019	ALIQ		NE,E2NW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	019	LOTS		1,2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0200S 0290E	020	ALIQ		N2NW,SWNW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

23 0200S 0290E 708 FF

SESE ASGN;

PECOS DISTRICT OFFICE

EDDY

Serial Number: NMNM-- 0 001165 BUREAU OF LAND MGMT

Run Date/Time	CASE RECORDATION  (MASS) Serial Register Page  Page 2 Of 11							
Turi Date/Time	3. 0/20/2020	7 10.10 T W		Serial Number: NMNM 0 001165				
Act Date	Act Code	Action Txt	Action Remarks	Pending Off				
12/30/1949	124	APLN RECD						
07/01/1950	237	LEASE ISSUED						
07/01/1950	496	FUND CODE	05;145003					
07/01/1950	530	RLTY RATE - 12 1/2%						
07/01/1950	868	EFFECTIVE DATE						
08/16/1955	235	EXTENDED	THRU 06/30/60;					
05/06/1960	140	ASGN FILED						
06/01/1960	235	EXTENDED	THRU 05/31/62;					
06/01/1960	570	CASE SEGREGATED BY ASGN	INTO NMNM01165-A;					
06/18/1962	235	EXTENDED	THRU 05/31/64;					
06/30/1964	235	EXTENDED	THRU 05/31/66;					
06/23/1966	235	EXTENDED	THRU 05/31/68;					
06/23/1966	500	GEOGRAPHIC NAME	UNDEFINED FLD;					
06/23/1966	510	KMA CLASSIFIED						
06/23/1966	650	HELD BY PROD - ACTUAL	/1/					
06/23/1966	658	MEMO OF 1ST PROD-ACTUAL	/1/					
06/24/1966	102	NOTICE SENT-PROD STATUS	/1/					
06/12/1973	512	KMA EXPANDED						
12/05/1973	246	LEASE COMMITTED TO CA	SW-829;					
12/15/1973	500	GEOGRAPHIC NAME	RUSSELL FLD;					
12/15/1973	512	KMA EXPANDED						
10/07/1974	500	GEOGRAPHIC NAME	EAST RUSSEL UNDF FLD;					
10/07/1974	512	KMA EXPANDED						
01/24/1977	500	GEOGRAPHIC NAME	SCANLON FLD;					
01/24/1977	512	KMA EXPANDED						
04/06/1977	512	KMA EXPANDED						
05/01/1977	246	LEASE COMMITTED TO CA	RNM-090;					
05/01/1977	660	MEMO OF 1ST PROD-ALLOC	/1/NMNM72325;					
07/13/1979	246	LEASE COMMITTED TO CA	/4/SCR-37;					
10/15/1984	932	TRF OPER RGTS FILED	MIG					
07/23/1986	933	TRF OPER RGTS APPROVED	EFF 11/01/84;					
07/31/1986	963	CASE MICROFILMED/SCANNED	CNUM 103,293 AD					
08/17/1987	932	TRF OPER RGTS FILED						
01/12/1988	933	TRF OPER RGTS APPROVED	EFF 09/01/87;					
01/26/1988	974	AUTOMATED RECORD VERIF	ST					
02/13/1989	932	TRF OPER RGTS FILED						
03/10/1989	933	TRF OPER RGTS APPROVED	EFF 03/01/89;					
03/10/1989	974	AUTOMATED RECORD VERIF	RAO/MT					
23. 10/ 1000	0							

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

YATES PETRO/TXO PROD

TRF OPER RGTS FILED

932

06/26/1989

# DEPARTMENT OF THE INTERIOR **BUREAU OF LAND MANAGEMENT** CASE RECORDATION

(MASS) Serial Register Page Page 3 Of 11 Run Date/Time: 8/28/2020 15:15 PM Serial Number: NMNM-- 0 001165 **Pending Off Act Code Action Txt Action Remarks Act Date** FASKEN/TXO PROD 932 TRF OPER RGTS FILED 07/17/1989 EFF 08/01/89; 933 TRF OPER RGTS APPROVED 07/17/1989 TF/MT 974 AUTOMATED RECORD VERIF 07/17/1989 TRF OPER RGTS APPROVED EFF 08/01/89: 07/27/1989 933 TF/DT 974 AUTOMATED RECORD VERIF 07/27/1989 TXO PRODUCTION CJ APD FILED 09/13/1989 575 575 APD FILED TXO PRODUCTION CJ 09/18/1989 09/26/1989 576 APD APPROVED YATES FED NO 6 TXO PRODUCTION CJ 575 APD FILED 10/09/1989 575 APD FILED TXO PRODUCTION 10/10/1989 11/01/1989 575 APD FILED TXO PRODUCTION CJ TXO PRODUCTION CJ 575 APD FILED 11/14/1989 11/22/1989 APD APPROVED YATES FED NO 11 576 YATES FED NO 10 12/11/1989 576 APD APPROVED 575 APD FILED TXO PRODUCTION CJ 03/12/1990 08/08/1990 575 APD FILED TXO PRODUCTION CE 09/05/1990 576 APD APPROVED YATES FED NO 16 04/25/1991 575 APD FILED MARATHON OIL CO CE 04/26/1991 575 APD FILED MARATHON OIL CO CE YATES FED NO 17 05/14/1991 576 APD APPROVED APD APPROVED YATES FED NO 18 05/14/1991 576 HALLWOOD PETRO/YATES 06/17/1991 932 TRF OPER RGTS FILED EFF 07/01/91; 08/29/1991 933 TRF OPER RGTS APPROVED AUTOMATED RECORD VERIF ST/KRP 08/29/1991 974 **BOND ACCEPTED** EFF 08/28/92;WY2606 08/28/1992 909 10/01/1992 522 CA TERMINATED SCR-37; LEASE COMMITTED TO CA NMNM88512; 10/02/1992 246 MEMO OF 1ST PROD-ALLOC /5/NMNM88512; 10/03/1992 660 AM NATL PETRO/WHITING 09/13/1993 932 TRF OPER RGTS FILED TRF OPER RGTS APPROVED EFF 10/01/93; 933 11/18/1993 974 AUTOMATED RECORD VERIF BCO/KRP 11/18/1993 WHITING/TIPPERARY TRF OPER RGTS FILED 11/24/1993 932 EFF 12/01/93: 933 TRF OPER RGTS APPROVED 01/10/1994 01/10/1994 974 AUTOMATED RECORD VERIF COQUINA/AMERICAN NAT 04/07/1994 MERGER RECOGNIZED 817 TF/KRP 04/11/1994 974 AUTOMATED RECORD VERIF 11/01/1994 522 **CA TERMINATED** NMNM88512; NMNM101349; LEASE COMMITTED TO CA 11/02/1994 246

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

/5/NMNM88512;

MEMO OF 1ST PROD-ALLOC

660

11/02/1994

Page 4 Of 11 Run Date/Time: 8/28/2020 15:15 PM Serial Number: NMNM-- 0 001165 **Action Remarks** Pending Off **Act Code Action Txt** Act Date AMERICAN/UNIT PETRO 932 TRF OPER RGTS FILED 12/28/1994 EFF 01/01/95; 933 TRF OPER RGTS APPROVED 03/20/1995 AUTOMATED RECORD VERIF MV/MV 974 03/20/1995 TRF OPER RGTS FILED TIPPERARY/YATES PETRO 08/15/1996 932 TRF OPER RGTS APPROVED EFF 09/01/96; 933 10/29/1996 AUTOMATED RECORD VERIF JLV 974 10/29/1996 932 TRF OPER RGTS FILED WHITING/PALADIN 12/03/1996 EFF 01/01/97; 01/23/1997 933 TRF OPER RGTS APPROVED AUTOMATED RECORD VERIF MV/MV 974 01/23/1997 643 PRODUCTION DETERMINATION /6/ NMNM101349; 11/06/1998 03/31/2000 522 CA TERMINATED SW-829: LEASE COMMITTED TO CA NMNM104028; 246 04/07/2000 02/13/2003 932 TRF OPER RGTS FILED PALADIN/WILDCAT ET AL EFF 03/01/03; 04/02/2003 933 TRF OPER RGTS APPROVED 974 AUTOMATED RECORD VERIF LR 04/02/2003 12/19/2003 940 NAME CHANGE RECOGNIZED WHITING PETRO/OIL&GAS 04/27/2007 626 RLTY REDUCTION DENIED MARATHON/OXY USA W:1 06/19/2009 932 TRF OPER RGTS FILED EFF 07/01/09: 08/07/2009 933 TRF OPER RGTS APPROVED ANN 08/07/2009 974 AUTOMATED RECORD VERIF LEASE COMMITTED TO CA NMNM133021; 05/01/2014 246 /8/NMNM133021;#8 05/14/2014 658 MEMO OF 1ST PROD-ACTUAL PRODUCTION DETERMINATION /8/ 07/28/2014 643 AUTOMATED RECORD VERIF **BTM** 09/02/2014 974 NAME CHANGE RECOGNIZED YATES PETRO/EOG Y RES 12/01/2016 940 TULIPAN/SANTO LEGAD;1 TRF OPER RGTS FILED 03/02/2017 932 MARIGOLD/SANTO LEG;1 932 TRF OPER RGTS FILED 03/02/2017 NO INTEREST;1 TRF OPER RGTS DENIED 04/24/2017 957 NO INTEREST:2 TRF OPER RGTS DENIED 04/24/2017 957 **AUTOMATED RECORD VERIF** MJD 04/24/2017 974 SANTO LEG/ESTATE OF;1 932 TRF OPER RGTS FILED 10/20/2017 NO INTEREST; TRF OPER RGTS DENIED 11/08/2017 957 AUTOMATED RECORD VERIF **RCC** 974 11/08/2017 UNIT PETR/ST DEVOTE;1 932 TRF OPER RGTS FILED 02/27/2018 TRF OPER RGTS APPROVED EFF 03/01/18; 933 03/28/2018 AUTOMATED RECORD VERIF **RCC** 03/28/2018 974 EOG Y/EOG RESOURCE IN 01/01/2019 817 MERGER RECOGNIZED ST DEVOTE/SEP PERMI:1 TRF OPER RGTS FILED 07/01/2019 932

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

EFF 08/01/19;

TRF OPER RGTS APPROVED

933

09/26/2019

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Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
09/26/2019	974	AUTOMATED RECORD VERIF	JY	
02/07/2020	932	TRF OPER RGTS FILED	SEP PERMI/SEP PERMI;1	
05/04/2020	933	TRF OPER RGTS APPROVED	EFF 03/01/20;	
05/04/2020	974	AUTOMATED RECORD VERIF	JY	

Line Number	Remark Text	Serial Number: NMNM 0 001165
0002	BONDED OPERATORS/TRANSFEREES/LESSEES:	
0003	04/02/2003 - YATES PETROLEUM CORP - NM2811 - N/W;	
0004	MARATHON OIL CO - WY2606 - N/W;	
0005	WILDCAT ENERGY LLC - NM2897 - S/W;	
0006	08/07/2009 - MARATHON OIL CO - WY2606 - N/W;	
0007	03/28/2018 - ST DEVOTE NMB001424 SW;	
0007	03/28/2018 - ST DEVOTE NMB001424 SW;	

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**Serial Number** 

**Total Acres:** 

640.000

NMNM 0554771

01 02-25-1920;041STAT0437;30USC181ETSEQ Case Type 311211: O&G LSE SIMO PUBLIC LAND

Commodity 459: OIL & GAS Case Disposition: AUTHORIZED

Case File Juris:

				Se	rial Number: NMNI	VI 0 554771
Name & Address					Int Rel	% Interest
DEAN HARVEY	56 TENBY DR	NASHUA	NH	03602	OPERATING RIGHTS	0.000000000
SHUMATE GENE	3002 DIAMOND A DR	ROSWELL	NM	88201	OPERATING RIGHTS	0.000000000
WPX ENERGY PERMIAN LLC	3500 ONE WILLIAMS CTR	TULSA	OK	741720135	OPERATING RIGHTS	0.000000000
HAVEN ENERGY OF SW	729 E CENTRAL	WICHITA	KS	67202	OPERATING RIGHTS	0.000000000
MATTINGLY INC	729 E CENTRAL	WICHITA	KS	67202	OPERATING RIGHTS	0.000000000
SIETE OIL & GAS CORP	PO BOX 2523	ROSWELL	NM	882022523	OPERATING RIGHTS	0.000000000
FASKEN LAND & MINERALS LTD	6101 HOLIDAY HILL RD	MIDLAND	TX	79707	OPERATING RIGHTS	0.000000000
CANTER ROGER E	2304 MAXWELL	MIDLAND	TX	79705	LESSEE	12.500000000
BARNES J C	PO BOX 505	MIDLAND	TX	79702	LESSEE	12.500000000
BARNES J C JR	PO BOX 505	MIDLAND	TX	79702	LESSEE	3.125000000
LAUGHLIN BOYD	PO BOX 670	MIDLAND	TX	79701	LESSEE	12,500000000
RAMSLAND RUSSELL JR	PO BOX 505	MIDLAND	TX	79702	LESSEE	3.125000000
SOJOURNER DRILLING CORP	PO BOX 3234	ABILENE	TX	796043234	OPERATING RIGHTS	0.000000000
ADELANTE BARNES TRUST	PO BOX 505	MIDLAND	TX	797020505	LESSEE	3.125000000
JANE B RAMSLAND OG PRTNSHP LTD	PO BOX 10505	MIDLAND	TX	797027505	OPERATING RIGHTS	0.000000000
SM ENERGY CO	1775 SHERMAN ST STE 1200	DENVER	СО	802031100	OPERATING RIGHTS	0.000000000
RIVERHILL ENERGY CO	PO BOX 2726	MIDLAND	TX	797022726	OPERATING RIGHTS	0.000000000
CANTER LORA M	3301 MA MAR AVE	MIDLAND	TX	79701	LESSEE	12.500000000
UNDERWOOD D W	505 N BIGSPRING #100	MIDLAND	TX	79701	LESSEE	18.750000000
S B CUMMINGS TRUST	PO BOX 505	MIDLAND	TX	79702	LESSEE	1.406250000
WILLIAMSON LOIS G	BOX 16	MIDLAND	TX	79702	OPERATING RIGHTS	0.000000000
WILLIAMSON J C	PO BOX 16	MIDLAND	TX	797020016	OPERATING RIGHTS	0.000000000
WYNN CLAUDE FORREST	PO BOX 505	MIDLAND	TX	79701	LESSEE	0.156250000
WYNN W F	1603 W DENGAR	MIDLAND	TX	79705	LESSEE	1.562500000
FASKEN LTD	6101 HOLIDAY HILL RD	MIDLAND	TX	797071631	OPERATING RIGHTS	0.000000000
DICKSON ROBERT	303 W WALL #1800	MIDLAND	TX	79701	OPERATING RIGHTS	0.000000000
DICKMAN NORBERT J	303 W WALL #1800	MIDLAND	TX	79701	OPERATING RIGHTS	0.000000000
WPX ENERGY PERMIAN LLC	3500 ONE WILLIAMS CTR	TULSA	ОК	741720135	LESSEE	18.750000000

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					Serial Nun	nber: NMNM 0 554//1
Mer	Twp Rng	Sec SType	Nr Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0200S 0290E	016 ALIQ	ALL;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 0 554771

				Serial Number: NMNM 0 554771
Act Date	Act Co	de Action Txt	Action Remarks	Pending Off
07/26/1964	387	CASE ESTABLISHED	SPAR166;	
07/27/1964	888	DRAWING HELD		
08/20/1964	237	LEASE ISSUED		
09/01/1964	496	FUND CODE	05;145003	
09/01/1964	i30	RLTY RATE - 12 1/2%		
09/01/1964	868	EFFECTIVE DATE		
08/29/1974	909	BOND ACCEPTED	EFF 07/10/74;NM0327	
10/07/1974	650	HELD BY PROD - ACTUAL		
12/03/1974	102	NOTICE SENT-PROD STATUS		
12/28/1981	932	TRF OPER RGTS FILED		
11/18/1982	235	EXTENDED	THRU 08/31/76;	
08/04/1983	933	TRF OPER RGTS APPROVED	EFF 09/01/81;	
03/21/1984	909	BOND ACCEPTED	EFF 03/21/84;NM0402	
02/01/1985	963	CASE MICROFILMED/SCANNED	CNUM 551,713 GLC	
06/01/1988	974	AUTOMATED RECORD VERIF	HKG/RGO	
02/06/1989	575	APD FILED	J C WILLIAMSON CJ	
03/02/1989	576	APD APPROVED	TOG FED NO 3	
07/11/1989	575	APD FILED	J C WILLIAMSON CJ	
07/26/1989	575	APD FILED	J C WILLIAMSON CJ	
08/10/1989	576	APD APPROVED	TOG FED NO 4	
08/25/1989	576	APD APPROVED	TOG FED NO 1	
10/30/1989	575	APD FILED	J C WILLIAMSON CJ	
12/18/1989	576	APD APPROVED	TOG FED NO 5	
02/28/1991	932	TRF OPER RGTS FILED	DAVID SMART/D HARVEY	
10/01/1991	933	TRF OPER RGTS APPROVED	EFF 03/01/91;	
10/01/1991	974	AUTOMATED RECORD VERIF	ST/MT	
04/08/1992	575	APD FILED	J C WILLIAMSON CE	
05/07/1992	576	APD APPROVED	TOG FED NO 6	
06/26/1992	932	TRF OPER RGTS FILED	WILLIAMSON/HAVEN ENE	
06/26/1992	932	TRF OPER RGTS FILED	HAVEN ENE/MATTINGLY	

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				Serial Number: NMNM 0 554771
Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
08/26/1992	933	TRF OPER RGTS APPROVED	(1)EFF 07/01/92;	
08/26/1992	933	TRF OPER RGTS APPROVED	(2)EFF 07/01/92;	
08/26/1992	974	AUTOMATED RECORD VERIF	MRR/JS	
09/09/1992	974	AUTOMATED RECORD VERIF	ST/JS	
09/18/1992	932	TRF OPER RGTS FILED	ORR ETAL/SIETE OG	
02/11/1993	933	TRF OPER RGTS APPROVED	EFF 10/01/92;	
02/11/1993	974	AUTOMATED RECORD VERIF	MRR/JS	
11/16/1993	899	TRF OF ORR FILED		
12/30/1994	932	TRF OPER RGTS FILED	MUIR/SHUMATE	
03/21/1995	396	TRF OF INTEREST FILED		
03/22/1995	933	TRF OPER RGTS APPROVED	EFF 01/01/95;	
03/22/1995	974	AUTOMATED RECORD VERIF	MV/MV	
01/12/1996	576	APD APPROVED	6-TOG FEDERAL	
06/04/1996	575	APD FILED		
07/08/1996	576	APD APPROVED	9-TOG FED	
07/08/1996	932	TRF OPER RGTS FILED	SIETE/ST MARY LAND	
10/08/1996	933	TRF OPER RGTS APPROVED	EFF 08/01/96;	
10/08/1996	974	AUTOMATED RECORD VERIF	ANN	
04/11/1997	932	TRF OPER RGTS FILED	HANAGAN/ST MARY LAND	
05/08/1997	933	TRF OPER RGTS APPROVED	EFF 05/01/97;	
05/08/1997	974	AUTOMATED RECORD VERIF	MV/MV	
05/13/1997	932	TRF OPER RGTS FILED	PICKERING/ST MARY	
06/12/1997	932	TRF OPER RGTS FILED	CURRYÞ/ST MARY	
06/19/1997	933	TRF OPER RGTS APPROVED	EFF 06/01/97;	
06/19/1997	974	AUTOMATED RECORD VERIF	JLV	
07/16/1997	932	TRF OPER RGTS FILED	MTN APPLE/ST MARY	
08/01/1997	933	TRF OPER RGTS APPROVED	EFF 07/01/97;	
08/01/1997	974	AUTOMATED RECORD VERIF	LR	
08/12/1997	933	TRF OPER RGTS APPROVED	EFF 08/01/97;	
08/12/1997	974	AUTOMATED RECORD VERIF	LR	
02/27/1998	932	TRF OPER RGTS FILED	WESTERN OIL/ST MARY	
03/09/1998	933	TRF OPER RGTS APPROVED	EFF 03/01/98;	
03/09/1998	974	AUTOMATED RECORD VERIF	JLV	
04/27/1998	932	TRF OPER RGTS FILED	WORRELL ETAL/ST MARY	
05/12/1998	933	TRF OPER RGTS APPROVED	EFF 05/01/98;	
05/12/1998	974	AUTOMATED RECORD VERIF	ANN	
06/29/1998	909	BOND ACCEPTED	EFF 06/23/98;NM2655	
06/29/1998	974	AUTOMATED RECORD VERIF	ANN	
04/01/1999	621	RLTY RED-STRIPPER WELL	5.3%;/1/	

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Page 9 Of 11 Serial Number: NMNM-- 0 554771 **Action Remarks Pending Off Act Date Act Code Action Txt** JUSTICE/ST MARY LAND 10/04/1999 932 TRF OPER RGTS FILED TRF OPER RGTS APPROVED EFF 11/01/99: 11/22/1999 933 JLV 11/22/1999 974 AUTOMATED RECORD VERIF EST FASKEN/DICKSON TRF OPER RGTS FILED 12/20/1999 932 TRF OPER RGTS FILED **DICKSON ETAL/FASKEN** 12/20/1999 932 TRF OPER RGTS FILED FASKEN/FASKEN L&M LTD 12/20/1999 932 TRF OPER RGTS FILED G SHUMATE/ST MARY 932 02/07/2000 02/11/2000 933 TRF OPER RGTS APPROVED 01EFF 01/01/00; TRF OPER RGTS APPROVED 02EFF 01/01/00; 02/11/2000 933 TRF OPER RGTS APPROVED 03EFF 01/01/00; 02/11/2000 933 AUTOMATED RECORD VERIF 02/11/2000 974 JLV FASKEN/WILLIAMSON 03/23/2000 932 TRF OPER RGTS FILED TRF OPER RGTS APPROVED EFF 03/01/00; 04/28/2000 933 974 AUTOMATED RECORD VERIF MV/MV 04/28/2000 **RLTY RED-STRIPPER WELL** 4.5%;/2/ 05/01/2000 621 TRF OPER RGTS APPROVED EFF 04/01/00: 05/10/2000 933 974 AUTOMATED RECORD VERIF JLV 05/10/2000 TRF OPER RGTS FILED G HELGESON/WILLIAMSON 05/12/2000 932 932 TRF OPER RGTS FILED K HELGESON/WILLIAMSON 05/12/2000 05/12/2000 932 TRF OPER RGTS FILED MCDONALD/WILLIAMSON SEED/WILLIAMSON 932 TRF OPER RGTS FILED 05/12/2000 05/12/2000 932 TRF OPER RGTS FILED I SEED '87/WILLIAMSON 05/12/2000 932 TRF OPER RGTS FILED J SEED '87/WILLIAMSON A SEED '87/WILLIAMSON 05/12/2000 932 TRF OPER RGTS FILED ORR/WILLIAMSON 05/12/2000 932 TRF OPER RGTS FILED 05/12/2000 932 TRF OPER RGTS FILED **TEXAS STAR/WILLIAMSON** 05/24/2000 974 AUTOMATED RECORD VERIF RAYO/RAYO TRF OPER RGTS APPROVED 01EFF 06/01/00; 08/07/2000 933 08/07/2000 933 TRF OPER RGTS APPROVED 02EFF 06/01/00; 08/07/2000 TRF OPER RGTS APPROVED 03EFF 06/01/00; 933 TRF OPER RGTS APPROVED 04EFF 06/01/00; 08/07/2000 933 05EFF 06/01/00; 08/07/2000 933 TRF OPER RGTS APPROVED 06EFF 06/01/00: 08/07/2000 933 TRF OPER RGTS APPROVED TRF OPER RGTS APPROVED 07EFF 06/01/00; 08/07/2000 933 TRF OPER RGTS APPROVED 08EFF 06/01/00; 08/07/2000 933 933 TRF OPER RGTS APPROVED 09EFF 06/01/00; 08/07/2000 AUTOMATED RECORD VERIF LR 08/07/2000 974 **RLTY REDUCTION APPV** /1/ 01/05/2001 625

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

RIVERHILL/ST MARY

TRF OPER RGTS FILED

932

01/16/2001

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Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
02/23/2001	933	TRF OPER RGTS APPROVED	EFF 02/01/2001	
02/23/2001	974	AUTOMATED RECORD VERIF	ANN	
06/27/2001	625	RLTY REDUCTION APPV	/3/	
06/29/2001	625	RLTY REDUCTION APPV	/2/	
07/01/2001	621	RLTY RED-STRIPPER WELL	3.7%;/3/	
04/01/2002	974	AUTOMATED RECORD VERIF	ANN	
04/01/2002	974	AUTOMATED RECORD VERIF	RAYO	
02/02/2003	626	RLTY REDUCTION DENIED		
11/01/2004	621	RLTY RED-STRIPPER WELL	3.7%;/4/	
01/31/2006	621	RLTY RED-STRIPPER WELL	2.9%;/5/	
09/13/2006	625	RLTY REDUCTION APPV	/4/	
11/14/2006	974	AUTOMATED RECORD VERIF	ANN	
01/16/2008	932	TRF OPER RGTS FILED	BURKE KEV/WILLIAMSO;1	
02/11/2008	933	TRF OPER RGTS APPROVED	EFF 02/01/08;	
02/11/2008	974	AUTOMATED RECORD VERIF	ANN	
04/21/2008	625	RLTY REDUCTION APPV	/5/	
10/31/2008	974	AUTOMATED RECORD VERIF	LR	
03/01/2010	932	TRF OPER RGTS FILED	ST MARY L/SOJOURNER;1	
04/12/2010	376	BOND FILED	\$10,000;NMB000668	
04/13/2010	909	BOND ACCEPTED	EFF 04/12/10;NMB00668	
04/13/2010	974	AUTOMATED RECORD VERIF	RAYO/RAYO	
04/29/2010	933	TRF OPER RGTS APPROVED	EFF 04/01/10;	
04/29/2010	974	AUTOMATED RECORD VERIF	LBO	
07/15/2010	940	NAME CHANGE RECOGNIZED	ST MARY L/SM ENERGY	
07/19/2010	974	AUTOMATED RECORD VERIF	RAYO/RAYO	
03/22/2013	140	ASGN FILED	WILLIAMSO/KHODY LAN;1	
03/22/2013	932	TRF OPER RGTS FILED	WILLIAMSO/KHODY LAN;1	
09/16/2013	139	ASGN APPROVED	EFF 04/01/13;	
09/16/2013	933	TRF OPER RGTS APPROVED	EFF 04/01/13;	
09/16/2013	974	AUTOMATED RECORD VERIF	ANN	
03/09/2016	932	TRF OPER RGTS FILED	ESTATE OF/JANE B RA;1	
04/15/2016	933	TRF OPER RGTS APPROVED	EFF 04/01/16;	
04/15/2016	974	AUTOMATED RECORD VERIF	JA	
12/01/2016	817	MERGER RECOGNIZED	KHODY/RKI EXP & PROD;	
04/02/2018	940	NAME CHANGE RECOGNIZED	RKI EXP/WPX ENERGY	

Line Number Remark Text

Serial Number: NMNM-- 0 554771

0002 BONDED OPERATORS/LESSEES/TRANSFEREES:

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Line Number	Remark Text	Serial Number: NMNM 0 554771
0003	02/23/2001 - ST MARY LAND&EXPLORATION CO MT1022/NW	
0004	02/21/2008 - ST MARY LAND&EXPL CO MT1022 N/W;	
0005	12.5%;FROM 09/01/1964 TO 01/30/2006	
0006	09/11/2013 - SUPPORTING DOCUMENTS FOR THE	
0007	JC WILLIAMSON TRUST ARE FILED IN NMNM 054998	
0008	09/16/2013 - JC WILLIAMSON - NM2469 - S/W;	
0009	04/15/2016 - KHODY LAND & MIN NMB000396 N/W	

DATE IN SUSPENSE ENGINEER LOGGED IN TYPE APP NO.

ABOVE THIS LINE FOR DIVISION USE ONLY

### NEW MEXICO OIL CONSERVATION DIVISION

- Engineering Bureau -1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE **Application Acronyms:** [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication] [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling] [PC-Pool Commingling] \_\_ [OLS - Off-Lease Storage] \_\_ [OLM-Off-Lease Measurement] [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion] [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase] [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response] **TYPE OF APPLICATION** - Check Those Which Apply for [A] [1] Location - Spacing Unit - Simultaneous Dedication NSL NSP SD Check One Only for [B] or [C] Commingling - Storage - Measurement [B]  $\square$  DHC  $\square$  CTB  $\square$  PLC  $\square$  PC  $\square$  OLS  $\square$  OLM [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery □ WFX □ PMX □ SWD □ IPI □ EOR □ PPR [D] Other: Specify\_\_\_\_ **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or  $\square$  Does Not Apply [2] Working, Royalty or Overriding Royalty Interest Owners [A]Offset Operators, Leaseholders or Surface Owner [B]Application is One Which Requires Published Legal Notice [C] [D]Notification and/or Concurrent Approval by BLM or SLO U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office For all of the above, Proof of Notification or Publication is Attached, and/or, [E] [F] Waivers are Attached SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE [3] OF APPLICATION INDICATED ABOVE. **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division. Note: Statement must be completed by an individual with managerial and/or supervisory capacity. Senior Production Engineer 8/27/20 Joe Bryand Date Print or Type Name Signature jbryand@mewbourne.com

e-mail Address

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

District IV 1220 S. St Francis Dr, Santa Fe, NM 87505

<u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410

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	COMMINGLING	G (DIVERSE	OWNERSHIP)	
OPERATOR NAME:	Mewbourne Oil Company				
OPERATOR ADDRESS:	4801 Business Park BLVD PO	Box 5270 Hobbs NM	88240		
APPLICATION TYPE:	On the Park To 1	ili Dom	C4		. O
☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)					
LEASE TYPE: Fee			tha ammanniata C	andon No	
	ting Order? ☐ Yes ☑ No If nagement (BLM) and State Land				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
		-			
		1			
		1			
(2) Are any wells producing at	top allowables? Tyes No				
(4) Measurement type: ⊠M (5) Will commingling decrease	ettering  Other (Specify) the value of production?  Yes			ng should be approved	
		SE COMMINGLINGS with the following in			
	e source of supply?		□Yes □No	)	
		LEASE COMMIN s with the following in			
(1) Complete Sections A and E					
	(D) OFF-LEASE ST	ORAGE and MEA			
(1) Is all production from same					
(2) Include proof of notice to a	Il interest owners.				
	(E) ADDITIONAL INFO Please attach sheets	RMATION (for all swith the following in		pes)	
(1) A schematic diagram of fac	ility, including legal location.				
-	s showing all well and facility location of the second sell Numbers, and API Numbers.	ons. Include lease numbe	ers if Federal or Sta	te lands are involved.	
hereby certify that the information	above is true and complete to the bo	est of my knowledge and	belief.		
SIGNATURE: Jan	15 CTITI	LE: Senior Production	Engineer DA	TE: <u>08/27/2020</u>	
/	Bryand	TELEPHONE	E NO.: <u>575-393-5</u>	905	
-MAIL ADDRESS: Ibryand@	mewhoume com				

Pool Name & Code	Oil Gravity @ 60°/Dry BTU @ 14.73 PSI	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes BOPD/MCFPD
[98015] WC-015 G-04 S202920D, BONE SPRING	61/1300			3000 / 6000
[98218] WC-015 G-04 S182728A, WOLFCAMP	65/1250	63.3 / 1271.4	\$40/BBL & \$1.28/MCF	2000 / 4000
[73480] BURTON FLAT, WOLCAMP, EAST (GAS)	65/1250			2000 / 4000

# MEWBOURNE OIL COMPANY

500 West Texas, Suite 1020 Midland, Texas 79701 Phone (432) 682-3715 Fax (432) 685-4170

September 1, 2020

Via Certified Mail

All Interest Owners

Re: Application for

<u>Application for Surface Commingling – Oil and Gas</u> Eddy County, New Mexico

#### Ladies and Gentlemen:

Mewbourne Oil Company ("Mewbourne") has filed an application with the New Mexico Oil Conservation Division ("Division") seeking authorization to surface commingle oil and gas production from the wells listed and described on the attached Well Listing, all located in Eddy County, New Mexico. The oil production from these wells will be stored at a central tank battery located in the NW/4 SW/4 of Section 17, Township 20 South, Range 29 East, Eddy County, New Mexico. The gas production from these wells will flow to a common EFS Master Meter (MM #68677-01), located in the NE/4 NW/4 of Section 18, Township 20 South, Range 29 East, Eddy County, New Mexico. If you object to this application, you must notify the Division, in writing, no later than 20 days from the date of this letter (the Division's address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505). Failure to object will preclude you from contesting this matter at a later date.

Should you have any questions regarding the above, please email Joe Bryand at <a href="mailto:jbryand@mewbourne.com">jbryand@mewbourne.com</a> or call at (575) 393-5905.

Very truly yours,

MEWBOURNE OIL COMPANY

Lee M. Scarborough

Landman

Attachment

Application for Surface Commingle Glock 17/16 Eddy County, New Mexico

Well Name	Location	API#	Pool Code
Glock 17/16 B3MP Fed Com #1H   1300' FSL, 2	1300' FSL, 230' FWL, Sec 17, T20S, R29E, Eddy Co., NM	30-015-46587	230' FWL, Sec 17, T20S, R29E, Eddy Co., NM 30-015-46587 [98015] WC-015-G-04 S202920D, BONE SPRING
Glock 17/16 WOMP Fed Com #1H   1270' FSL, .	1270' FSL, 230' FWL, Sec 17, T20S, R29E, Eddy Co., NM	30-015-46733	230' FWL, Sec 17, T20S, R29E, Eddy Co., NM 30-015-46733 [98218] WC-015-G-04 SS182728A, WOLFCAMP
Glock 17/16 W0LI Fed Com #1H 2060' FSL, 3	2060' FSL, 230' FWL, Sec 17, T20S, R29E, Eddy Co., NM	30-015-46746	230' FW!, Sec 17, T20S, R29E, Eddy Co., NM   30-015-46746 [73480] BURTON FLAT, WOLFCAMP, EAST (GAS)
Glock 17/16 B3EH Fed Com #1H 2090' FSL, 2	2090' FSL, 230' FWL, Sec 17, T20S, R29E, Eddy Co., NM	30-015-46588	230' FW1, Sec 17, T20S, R29E, Eddy Co., NM 30-015-46588 [98015] WC-015-G-04 S202920D. BONE SPRING

Company	Address1	Address2	CertifiedMailCode
			9414811699945822-
Office of Natural Resources Revenue	POB 25627	Denver, CO 80225	353434
Anthony Hawe	2724 American Sadler Drive	Park City, UT 84060	354806
Arthur A. & Estelle M. Ostmann Living Trust,	5770 Mexico Road, Suite A	St. Peters, MO 63376	354974
Gilbert t. Kanegawa	99-155 Moanava Road	Aiea, HI 96701	354660
Greenstar Resources, LLC/Roger L. Beavers, Inc.	POB 721930	Norman, OK 73070	354158
Ivor J. Silver	1 Southhampton Place	Lafayette, CA 94549	354141
Jackie D. Willis	1021 East Street	Snyder, OK 73566	354134
James Roby Clopton, Inc.	POB 3601	McAllen, TX 78504	354356
Michael H. Steinman	16358 E Jacklin Drive	Fountain Hills, AZ 85268	<u>354363</u>
Robert Steinman	424 Sunset Drive	Edwardsville, IL 62025	<u>354042</u>
Judith Borger	4020 Meadow Drive	Conrwall, PA 17016	354455
Leroy H. Simkins, Jr.	7 Indiand Creek Road	Augusta, GA 30909	354448
Lewis F. Holmes	1109 SC Highway 191	Trenton, SC 29847	354554
Neil W. Schilke	1820 N Nye Avenue	Freemont, NE 68025	354578
Russell S. Sampson	14534 Glendale Avenue SE	Prior Lake, MN 55372	355292
Sandra H. Starratt	886 Chesnut Street	San Jose, CA 95110	355858
Siegler Brothers Capital LLC	7 Windermere Lane	Houston, TX 77063	355872
Karelyn Siegler c/o Wells Fargo Bank, NA	POB 41779	Austin, TX 79704	355766
T Grover Swift, Jr., dec'd	749 N Main Street	Fort Worth, TX 76164	355797
Whitney Wilson Jones	601 Bailey Avenue	Fort Worth, TX 76107	355957
William Bondeson	913 Leland Ridge Road	Columbia, MO 76107	355926
Wm P McCormick	401 SW 12th Avenue	Portland, OR 97205	355933
Dr. Wm R. Manclark	313 East Bay Front	Balboa Island, CA 92662	355650
Marathon Oil Permian LLC	5555 San Felipe Street	Houston, TX 77056	355605
AmericaWest Resources, LLC	POB 3383	Midland, TX 79702	355636
Great Western Drilling, Ltd.	POB 1659	Midland, TX 79702	355148
WPX Energy Permian, LLC	3500 One Williams Ctr MD35	Tulsa, OK 74172	355179
Davoil, Inc.	POB 122269	Fort Worth, TX 76121	355353
McCombs Exploration, LLC	750 E Mulberry AV, #403	San Antonio, TX 78212	355339
Sand Dollar Petroleum, Inc.	POB 1324	Midland, TX 79702	355063
Jeffery Johnston	POB 1324	Midland, TX 79702	355049
Michael Short	1308 Brighton Place	Midland, TX 79705	355070
Brooks Oil & Gas Interests, Ltd.	1044 Calico Ridge Drive	Henderson, NV 89011	355469
EOG Resources, Inc.	5509 Champions	Midland, TX 79706	355438
OXY Y-1 Company	5 Greenway Plaza, #110	Houston, TX 77046	355506
Axis Energy Corporation	121 West 3rd Street	Roswell, NM 88201	352253
Wildcat Energy, LLC	POB 13323	Odessa, TX 79768	352796
Vladin, LLC	POB 1394	Artesia, NM 88211	352673
Santo Petroleum LLC	11 Greenway Plaza, #535	Houston, TX 77046	352161
Fasken Land and Minerals, Ltd.	6101 Holiday Hill Road	Midland, TX 79707	352192
Tim Throckmorton	6126 Longmont	Houston, TX 77057	352321
Vicki Lou Throckmorton Tucker	6110 Salcon Cliff Drive	Austin, TX 78749	352338
LaDoca, LLC	POB 631449	Houston, TX 77263	352093
Sharbro Energy, LLC	POB 840	Artesia, NM 88211	352048
Spur Energy Partners, LLC	920 Memorial City Way, #1000	Houston, TX 77024	352413
Clampett's Tea, LLC	0113 Abram Creek Drive	Eagle, CO 81631	352406
J. Bodean, LLC	529 North 4th Street	San Jose, CA 95112	352512
Yates Brothers	POB 1394	Artesia, NM 88211	352543
Estate of Roger E. Canter	3402 Trinity Meadows Drive	Midland, TX 79707	352536
Lora M. Canter	3402 Trinity Meadows Drive	Midland, TX 79707	350204
Sarah Anne Baker Special Needs Trust	500 West Texas Av., #760	Midland, TX 79701	350853
Michael A. Baker Special Needs Trust	500 West Texas Av., #760	Midland, TX 79701	350884
Josephine Laughlin Living Trust	POB 40909	Austin, TX 78704	358873

Company	Address1	Address2	CertifiedMailCode
Barnes Family Limited Partnership	POB 505	Midland, TX 79702	356411
TTCZ Properties LLC	POB 40919	Austin, TX 78704	356473
Christina Barnes Motycka	POB 505	Midland, TX 79702	356572
Viola Elaine Barnes	POB 505	Midland, TX 79702	351294
Steven Clement Barnes	POB 505	Midland, TX 79702	351850
Julie Ellen Barnes	POB 505	Midland, TX 79702	351881
Craig W. Barr	1031 NW 43rd Avenue	Camas, WA 98607	351799
Zachariah J. Reid	POB 899	Spring, TX 77383	351652
Taylor L. Barr	POB 78694	Charlotte, NC 28271	351638
Thomas R. Barr	POB 79134	Charlotte, NC 28271	351195
Jane B. Ramsland Oil & Gas Partnership, Ltd.	POB 10505	Midland, TX 79702	351058
Claudia R. Burch	POB 10505	Midland, TX 79702	351034
Bahnhof Holdings LP	POB 10505	Midland, TX 79702	351478
Adrienne Suzanne Wyn Beauchamp Charitable	4925 Greenville Av., #900	Dallas, TX 75206	369268
Remainderman Unitrust	4923 Greenville Av., #900	Dallas, 17 73200	303208
Claude Forrest Wynn	POB 6832	Houston, TX 77265	369855
Taylor Mays Wynn	4925 Greenville Av., #900	Dallas, TX 75206	369961
Forrest Jacob Wynn	4925 Greenville Av., #900	Dallas, TX 75206	369985
WFW Family Limited Partnership	4925 Greenville Av., #900	Dallas, TX 75206	369602
Claude F. Wynn	POB 6832	Houston, TX 77265	369640
Nilo Operating Company	1111 Bagby St., Sky Lobby 2	Houston, TX 77002	369336
Pivotal Permian Basin II, LLC	2021 McKinney Av., #1250	Dallas, TX 75201	369008

# Federal Communitization Agreement

Contract 1	No.		

THIS AGREEMENT entered as of the 1st day of January 2020, 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 20 South, Range 29 East, N.M.P.M.

## S/2 of Sections 17 & 16, Eddy County, New Mexico

Containing 640.00 acres, and this agreement shall include only the <u>Bone Spring</u> Formation underlying said lands and the crude oil and associated casinghead 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 Mewbourne Oil Company, 500 West Texas Avenue, #1020, Midland, Texas, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
  - All proceeds, 8/8ths, attributed to unleased Federal 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.
- The date of this agreement is January 1, 2020, and it shall become effective as of this date 10. or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.
- Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

	MEWBOURNE OIL COMPANY Operator
Date	By: Chymleney July Operator/Attorney-in-Fact

#### ACKNOWLEDGEMENT

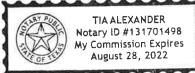
STATE OF TEXAS	)
	) ss
COUNTY OF MIDLAND	)

On this 29 day of (1200), 2020, before me, a Notary Public for the State of Texas, personally appeared Corey Mitchell, known to me to be the attorney-in-fact of Mewbourne Oil Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

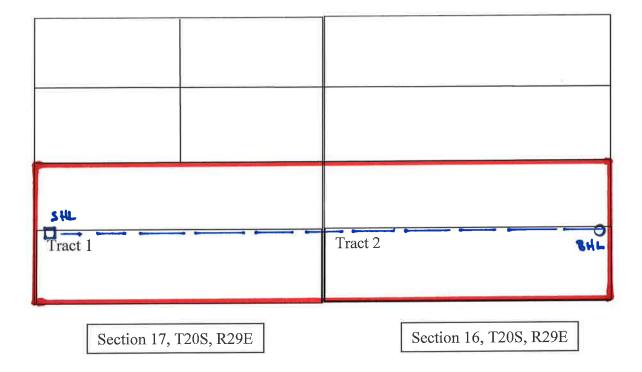
Notary Public



#### EXHIBIT "A"

Plat of communitized area covering the S/2 of Section 17 and the S/2 of Section 16, T20S, R29E, N.M.P.M., Eddy County, New Mexico

Glock 17/16 B3MP Fed Com #1H



#### EXHIBIT "B"

To Communitization Agreement dated January 1, 2020 embracing:

# Township 20 South, Range 29 East, N.M.P.M.

Section 17: S/2 Section 16: S/2 Eddy County, New Mexico

Operator of Communitized Area: Mewbourne Oil Company

#### DESCRIPTION OF LEASES COMMITTED:

#### TRACT NO. 1

Lease Serial No.:

Lease Date:

Recorded:

Lease Term:

Original Lessor: Original Lessee:

Description of Land Committed:

2 0001.

Number of Acres: Basic Royalty Rate:

Name ORRI Owners:

Name WI Owners:

NMNM 0001165.

July 1, 1950.

Unrecorded in Eddy County, New Mexico.

Ten years from date. United States of America.

S.P. Yates, Executor of the Estate of Martin Yates, Jr.

Township 20 South, Range 29 East, N.M.P.M.

Section 17: S/2.

320.00. 1/8.

Yates Brothers

Mewbourne Oil Company

EOG Y Resources, Inc. Sharbro Energy, LLC EOG Resources Assets LLC

Vladin, Inc.

Santo Legado, LLC WestWay Petro Oxy Y-1 Company EOG M Resources, Inc. EOG A Resources, Inc. Wildcat Energy, LLC Axis Energy Corporation

St. Devote LLC

Charles C. Albright Trust

Harry Bersner

William B. Bondeson Leroy L. Burnette S.K. Clay U/Trt 6/21/78 James Roby Clopton, Inc.

William F. Fetner
First State Bank
Jeanne Carol Friedman
Thomas Geimer
Harry L. Green, Sr.

Anthony Hawe
Dorothy Hincheliff

Page 2 of 5

Lewis F. Holmes

Sandra H. Starratt

William Jacobs

Janet S. Joslin

Trust 454F

Gilbert T. Kanegawa

W.P. Kendall U/Trt 6/21/78

Jackie D. Willis

Henry C. Landers

Steven R. Lindersmith

Estate of Andrew E. MacMahon

Mrs. Andrew E. MacMahon

William R. Manclark

William P. McCormick

Patricia A. McMillian

Estate of George Major Oringdulp, Sr.

Larry M. Pickett

Harry F. Poll

Ann S. Ragsdale

Warren N. Rosenquist

Alex M. Roter

Mark J. Sandler

Neil W. Schilke

Greenstar Resources L.L.C.

Roger L. Beavers, Inc.

Russell S. Sampson

Ivor J. Silver

Leroy H. Simpkins, Jr.

Michael Steinman

Judith Borger

Robert Steinman

John L. Steffan

Arturo G. Sterling

T. Grover Swift, Jr.

Estate of E. Trompeter

Homer C. Tutton

Robert M. Varn

Norton S. Waldfogel

M. D. Williams

D. L. Pilant

Whitney W. Jones

Clampett's Tea

J. Bodean LLC

LaDoca LLC

Helene B. Hewett/Barbara A. Powell Trust No. 1

Helene B. Hewett/Barbara A. Powell Trust No. 2

Siegler Brothers Capital LLC

Karelyn Siegler

Louesther Zwick Trust IV

#### TRACT NO. 2

Lease Serial No.:

Lease Date:

Recorded:

Lease Term: Original Lessor: Original Lessee:

Description of Land Committed:

Number of Acres:

Basic Royalty Rate:

Name ORRI Owners:

NMNM 0554771. September 1, 1964.

Unrecorded in Eddy County, New Mexico.

Ten years from date.

United States of America.

Jennie Beth Edwards.

Township 20 South, Range 29 East, N.M.P.M.

Section 16: S/2.

320.00.

1/8.

Estate of Roger E. Canter

Lora M. Canter

Estate of Boyd Laughlin

Josephine Laughlin Living Trust Barnes Family Limited Partnership

Laurie B. Barr Family Trust Christine Barnes Motycka

Viola Elaine Barnes Steven Clement Barnes Julie Ellen Barnes Craig W. Barr Zachariah J. Reid Taylor L. Barr Thomas R. Barr

Estate of Russell J. Ramsland

Jane B. Ramsland Claudia R. Burch Bahnhof Holdings LP

Adrienne Suzanne Wynn Beauchamp Unitrust

Claude Forrest Wynn Taylor Mays Wynn Forrest Jacob Wynn

WFW Family Ltd. Partnership

Claude F. Wynn

Name WI Owners:

Mewbourne Oil Company

AmericaWest Resources, LLC Great Western Drilling Ltd. WPX Energy Permian LLC

Davoil, Inc.

McCombs Exploration Sand Dollar Petroleum, Inc.

Jeffrey M. Johnston and Sandra K. Johnston

Michael A. Short

# RECAPITUALTION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
1	320.00	50.00%
2	320.00	50.00%
	640.00	100.00%

# Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered as of the 1st day of March 2020, 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 20 South, Range 29 East, N.M.P.M.

# S/2 N/2 of Sections 17 & 16, Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the <u>Bone Spring</u> Formation underlying said lands and the crude oil and associated casinghead 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 Mewbourne Oil Company, 500 West Texas Avenue, #1020, Midland, Texas, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
  - All proceeds, 8/8ths, attributed to unleased Federal 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.
- The date of this agreement is March 1, 2020, and it shall become effective as of this date 10. or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.
- Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

	MEWBOURNE OIL COMPANY Operator
Date	By: Continey-in-Fact  Operator/Attorney-in-Fact

## **ACKNOWLEDGEMENT**

COUNTY OF MIDLAND	)
personally appeared Corey Mitch	.020, before me, a Notary Public for the State of Texas, hell, known to me to be the attorney-in-fact of Mewbourne Oil xecuted the foregoing instrument and acknowledged to me such
corporation executed the same.	

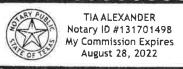
) ss.

(SEAL)

Y-28-22 My Commission Expires

STATE OF TEXAS

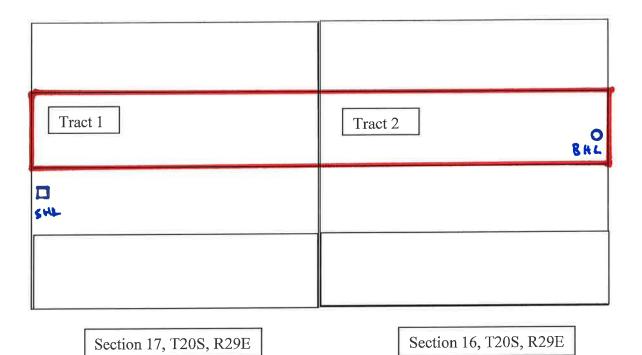
Notary Public



#### EXHIBIT "A"

Plat of communitized area covering the S/2 N/2 of Section 17 and the S/2 N/2 of Section 16, T20S, R29E, N.M.P.M., Eddy County, New Mexico

Glock 17/16 B3EH Fed Com #1H



#### EXHIBIT "B"

To Communitization Agreement dated January 1, 2020 embracing:

Township 20 South, Range 29 East, N.M.P.M.

Section 17: S/2 N/2 Section 16: S/2 N/2 Eddy County, New Mexico

Operator of Communitized Area: Mewbourne Oil Company

#### DESCRIPTION OF LEASES COMMITTED:

#### TRACT NO. 1

Lease Serial No.: NMNM 0001165. Lease Date: July 1, 1950.

Recorded: Unrecorded in Eddy County, New Mexico.

Lease Term: Ten years from date.
Original Lessor: United States of America.

Original Lessee: S.P. Yates, Executor of the Estate of Martin Yates, Jr.

Description of Land Committed: Township 20 South, Range 29 East, N.M.P.M.

Section 17: S/2 N/2.

Number of Acres: 160.00. Basic Royalty Rate: 1/8.

Name ORRI Owners: Yates Brothers

Name WI Owners: Mewbourne Oil Company EOG Y Resources, Inc.

Sharbro Energy, LLC EOG Resources Assets LLC

Vladin, Inc.

Santo Legado, LLC WestWay Petro Oxy Y-1 Company EOG M Resources, Inc. EOG A Resources, Inc. Wildcat Energy, LLC Axis Energy Corporation

St. Devote LLC

Charles C. Albright Trust

Harry Bersner

William B. Bondeson Leroy L. Burnette S.K. Clay U/Trt 6/21/78 James Roby Clopton, Inc.

William F. Fetner First State Bank Jeanne Carol Friedman

Thomas Geimer Harry L. Green, Sr. Anthony Hawe Dorothy Hinchcliff Lewis F. Holmes

Sandra H. Starratt

William Jacobs

Janet S. Joslin

Trust 454F

Gilbert T. Kanegawa

W.P. Kendall U/Trt 6/21/78

Jackie D. Willis

Henry C. Landers

Steven R. Lindersmith

Estate of Andrew E. MacMahon

Mrs. Andrew E. MacMahon

William R. Manclark

William P. McCormick

Patricia A. McMillian

Estate of George Major Oringdulp, Sr.

Larry M. Pickett

Harry F. Poll

Ann S. Ragsdale

Warren N. Rosenquist

Alex M. Roter

Mark J. Sandler

Neil W. Schilke

Greenstar Resources L.L.C.

Roger L. Beavers, Inc.

Russell S. Sampson

Ivor J. Silver

Leroy H. Simpkins, Jr.

Michael Steinman

Judith Borger

Robert Steinman

John L. Steffan

Arturo G. Sterling

T. Grover Swift, Jr.

Estate of E. Trompeter

Homer C. Tutton

Robert M. Varn

Norton S. Waldfogel

M. D. Williams

D. L. Pilant

Whitney W. Jones

Clampett's Tea

J. Bodean LLC

LaDoca LLC

Helene B. Hewett/Barbara A. Powell Trust No. 1

Helene B. Hewett/Barbara A. Powell Trust No. 2

Siegler Brothers Capital LLC

Karelyn Siegler

Louesther Zwick Trust IV

#### TRACT NO. 2

Lease Serial No.:

Lease Date:

Recorded:

Lease Term: Original Lessor:

Original Lessee:

Description of Land Committed:

Number of Acres: Basic Royalty Rate:

Name ORRI Owners:

NMNM 0554771.

September 1, 1964.

Unrecorded in Eddy County, New Mexico.

Ten years from date.

United States of America.

Jennie Beth Edwards.

Township 20 South, Range 29 East, N.M.P.M.

Section 16: S/2 N/2.

160.00. 1/8.

Estate of Roger E. Canter

Lora M. Canter

Estate of Boyd Laughlin

Josephine Laughlin Living Trust Barnes Family Limited Partnership

Laurie B. Barr Family Trust Christine Barnes Motycka Viola Elaine Barnes

Steven Clement Barnes Julie Ellen Barnes Craig W. Barr Zachariah J. Reid Taylor L. Barr Thomas R. Barr

Estate of Russell J. Ramsland

Jane B. Ramsland Claudia R. Burch Bahnhof Holdings LP

Adrienne Suzanne Wynn Beauchamp Unitrust

Claude Forrest Wynn Taylor Mays Wynn Forrest Jacob Wynn

WFW Family Ltd. Partnership

Claude F. Wynn

Name WI Owners:

Mewbourne Oil Company

AmericaWest Resources, LLC Great Western Drilling Ltd. WPX Energy Permian LLC

Davoil, Inc.

McCombs Exploration Sand Dollar Petroleum, Inc.

Jeffrey M. Johnston and Sandra K. Johnston

Michael A. Short

#### RECAPITUALTION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.00%
2	160.00	50.00%
	320.00	100.00%

# Federal Communitization Agreement

THIS AGREEMENT entered as of the 1st day of July 2020, 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 20 South, Range 29 East, N.M.P.M.

# S/2 of Sections 17 & 16, Eddy County, New Mexico

containing 640.00 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Mewbourne Oil Company, 500 West Texas Avenue, #1020, Midland, Texas, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
  - All proceeds, 8/8ths, attributed to unleased Federal 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.
- The date of this agreement is July 1, 2020, and it shall become effective as of this date or 10. from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.

MEWBOURNE OIL COMPAN	ſΥ
Operator	
By: Com mitches Operator Attorney-in-Fact	Lung .
	Operator

#### **ACKNOWLEDGEMENT**

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) s	3.
COUNTY OF MIDLAND )	
On this 5 day of 2021, before personally appeared Corey Mitchell, known Company, the corporation that executed to corporation executed the same.	ore me, a Notary Public for the State of Texas, wn to me to be the attorney-in-fact of Mewbourne Oil the foregoing instrument and acknowledged to me such
(SEAL)	

Released to Imaging: 2/20/2023 8:35:38 AM

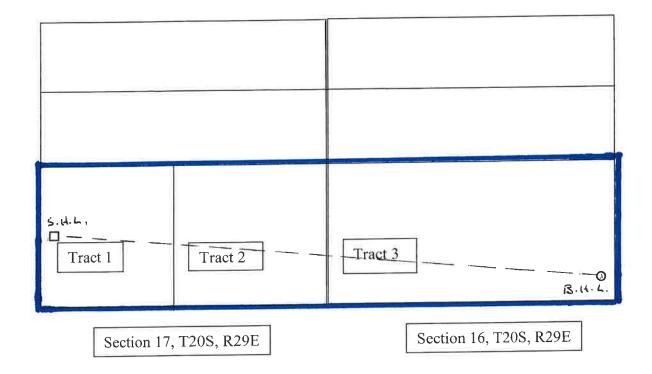
My Commission Expires

STATE OF TEXAS

# EXHIBIT "A"

Plat of communitized area covering the S/2 of Section 17 and the S/2 of Section 16, T20S, R29E, N.M.P.M., Eddy County, New Mexico

Glock 17/16 W0MP Fed Com #1H



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

To Communitization Agreement dated July 1, 2020 embracing:

Township 20 South, Range 29 East, N.M.P.M.

Section 17: S/2 Section 16: S/2 Eddy County, New Mexico

Operator of Communitized Area: Mewbourne Oil Company

#### DESCRIPTION OF LEASES COMMITTED:

#### TRACT NO. 1

Lease Serial No.: NMNM 0001165. Lease Date: July 1, 1950.

Recorded: Unrecorded in Eddy County, New Mexico.

Lease Term: Ten years from date.
Original Lessor: United States of America.

Original Lessee: S.P. Yates, Executor of the Estate of Martin Yates, Jr.

Description of Land Committed: Township 20 South, Range 29 East, N.M.P.M.

Section 17: SW/4.

Number of Acres: 160.00. Basic Royalty Rate: 1/8.

Name ORRI Owners: Yates Brothers

Name WI Owners: Mewbourne Oil Company

Great Western Drilling Ltd.

Davoil, Inc.

Marathon Oil Permian LLC

#### TRACT NO. 2

Lease Serial No.: NMNM 0001165. Lease Date: July 1, 1950.

Recorded: Unrecorded in Eddy County, New Mexico.

Lease Term: Ten years from date.
Original Lessor: United States of America.

Original Lessee: S.P. Yates, Executor of the Estate of Martin Yates, Jr.

Description of Land Committed: Township 20 South, Range 29 East, N.M.P.M.

Section 17: SE/4.

Number of Acres: 160.00. Basic Royalty Rate: 1/8.

Name ORRI Owners: Yates Brothers

Name WI Owners: Mewbourne Oil Company

EOG Y Resources, Inc. Sharbro Energy, LLC

EOG Resources Assets LLC

Vladin, Inc.

Santo Legado, LLC

WestWay Petro

Oxy Y-1 Company

EOG M Resources, Inc.

EOG A Resources, Inc.

Wildcat Energy, LLC

Axis Energy Corporation

St. Devote LLC

Charles C. Albright Trust

Harry Bersner

William B. Bondeson

Leroy L. Burnette

S.K. Clay U/Trt 6/21/78

James Roby Clopton, Inc.

William F. Fetner

First State Bank

Jeanne Carol Friedman

Thomas Geimer

Harry L. Green, Sr.

Anthony Hawe

Dorothy Hinchcliff

Lewis F. Holmes

Sandra H. Starratt

William Jacobs

Janet S. Joslin

Trust 454F

Gilbert T. Kanegawa

W.P. Kendall U/Trt 6/21/78

Jackie D. Willis

Henry C. Landers

Steven R. Lindersmith

Estate of Andrew E. MacMahon

Mrs. Andrew E. MacMahon

William R. Manclark

William P. McCormick

Patricia A. McMillian

Estate of George Major Oringdulp, Sr.

Larry M. Pickett

Harry F. Poll

Ann S. Ragsdale

Warren N. Rosenquist

Alex M. Roter

Mark J. Sandler

Neil W. Schilke

Greenstar Resources L.L.C.

Roger L. Beavers, Inc.

Russell S. Sampson

Ivor J. Silver

Leroy H. Simpkins, Jr.

Michael Steinman

Judith Borger

Robert Steinman

John L. Steffan

Arturo G. Sterling

T. Grover Swift, Jr.
Estate of E. Trompeter
Homer C. Tutton
Robert M. Varn
Norton S. Waldfogel
M. D. Williams
D. L. Pilant
Whitney W. Jones
Clampett's Tea
J. Bodean LLC

Helene B. Hewett/Barbara A. Powell Trust No. 1 Helene B. Hewett/Barbara A. Powell Trust No. 2

Siegler Brothers Capital LLC

Karelyn Siegler

LaDoca LLC

Louesther Zwick Trust IV

#### TRACT NO. 3

Lease Serial No.:

Lease Date: Recorded: Lease Term:

Original Lessor: Original Lessee:

Description of Land Committed:

Number of Acres: Basic Royalty Rate: Name ORRI Owners: NMNM 0554771.

September 1, 1964.

Unrecorded in Eddy County, New Mexico.

Ten years from date.
United States of America.

Jennie Beth Edwards.

Township 20 South, Range 29 East, N.M.P.M.

Section 16: S/2.

320.00.

1/8.

Estate of Roger E. Canter

Lora M. Canter

Estate of Boyd Laughlin

Josephine Laughlin Living Trust Barnes Family Limited Partnership

Laurie B. Barr Family Trust Christine Barnes Motycka Viola Elaine Barnes

Steven Clement Barnes Julie Ellen Barnes Craig W. Barr Zachariah J. Reid Taylor L. Barr Thomas R. Barr

Estate of Russell J. Ramsland

Jane B. Ramsland Claudia R. Burch Bahnhof Holdings LP

Adrienne Suzanne Wynn Beauchamp Unitrust

Claude Forrest Wynn Taylor Mays Wynn Forrest Jacob Wynn

WFW Family Ltd. Partnership

Claude F. Wynn

Name WI Owners:

Mewbourne Oil Company Fasken Land and Minerals Ltd. Great Western Drilling Ltd. WPX Energy Permian LLC

Davoil, Inc.

McCombs Exploration Sand Dollar Petroleum, Inc.

Jeffrey M. Johnston and Sandra K. Johnston

Michael A. Short

Marathon Oil Permian LLC

#### RECAPITUALTION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
	640.00	100.00%

From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: <u>Chad Cole</u>

Cc: McClure, Dean, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls, Christopher

Subject: Approved Administrative Order PLC-705

Date: Monday, February 20, 2023 8:15:10 AM

Attachments: PLC705 Order.pdf

NMOCD has issued Administrative Order PLC-705 which authorizes Mewbourne Oil Company (14744) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-46587	Glock 17 16 B3MP Federal Com	S/2 S/2	16-20S-29E	98015
	#1H	S/2 S/2	17-20S-29E	90013
30-015-46733	Glock 17 16 W0MP Federal Com	S/2	16-20S-29E	98315
	#1H	S/2	17-20S-29E	
30-015-46746	Glock 17 16 W0LI Federal Com	S/2	16-20S-29E	73480
30-013-40740	#1H	S/2	17-20S-29E	/3400
30-015-46588	Glock 17 16 B3EH Federal Com	S/2 N/2	16-20S-29E	98015
	#1H	S/2 N/2	17-20S-29E	70013

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

# Carlsbad Current Argus.

DEC 29 2022

Holland & Hart LLP

# Affidavit of Publication Ad # 0005526277 This is not an invoice

**HOLLAND AND HART** POBOX 2208

SANTA FE, NM 87504

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:

12/20/2022

Legal Clerk

Subscribed and sworn before me this December 20,

2022

State of WI, County of Brown

NOTARY PUBLIC

My commission expires

VICKY FELTY Notary Public State of Wisconsin

Ad # 0005526277 PO #: 5526277 # of Affidavits1

This is not an invoice

#### Legal Notice (Publication)

Resources Revenue; Anthony Hawe, his heirs and devisees; Arthur A. & Estelle M. Ostmann Living Trust; Gilbert t. Kanegawa, his heirs and devisees; Greenstar Resources, LLC/Roger L. Beavers, Inc.; Ivor J. Silver, his heirs and devisees; James Roby Clopton, Inc.; Michael H. Steinman, his heirs and devisees; James Roby Clopton, Inc.; Michael H. Steinman, his heirs and devisees; Robert Steinman, his heirs and devisees; Judith Borger, her heirs and devisees; Leroy H. Simkins, Jr., his heirs and devisees; Lewis F. Holmes, his heirs and devisees; Neil W. Schilke, his heirs and devisees; Russell S. Sampson, his heirs and devisees; Siegler Brothers Capital LLC; Karelyn Siegler c/o Wells Fargo Bank, NA; T Grover Swift, Jr., dec'd, his heirs and devisees; Whitney Wilson Jones, her heirs and devisees; William Bondeson, his heirs and devisees; Wm P McCormick, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Dr. Wm R. Mandark, his or her heirs and devisees; Brooks Oil & Gas Interests, Ltd.; EOG Resources, Inc.; OXY Y-1 Company; Axis Energy Corporation; Wildcat Energy, LLC; Vladin, LLC; Santo Petroleum LLC; Fasken Land and Minerals, Ltd.; Tim Throckmorton, his heirs and devisees; LaDoca, LLC; Sharbro Energy, LLC; Spur Energy Partners, LLC; Clampett's Tea, LLC; J. Bodean, LLC; Yates Brothers; Estate of Roger E. Canter, his heirs and devisees; Lora M. Canter, her heirs and devisees; Sarah Anne Baker Special Needs Trust; Michael A. Baker Special Needs Trust; Josephine Laughlin Living Trust; Barnes Family Limited Partnership; TTCZ Properties LLC; Christina Barnes, her heirs and devisees; Taylor L. Barr, hi

Application of Mewbourne Oil Company for administrative approval to surface commingle (lease and pool) oil and gas production from spacing units comprised of the S/2 of Sections 16 and 17, Township 20 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands"). Mewbourne Oil Company (OGRID No. 14744), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease and pool) diversely owned oil and gas production at the Glock 17/16 B3MP Fed Com #1 Tank Battery insofar as all existing and future infill wells drilled in the following spacing units:

- (a) The 320-acre spacing unit comprised of the N/2 S/2 of Sections 16 and 17, Township 20 South, Range 29 East, in the WC-015 G-04 S202920D; Bone Spring [98015] currently dedicated to the Glock 17/16 B3EH Fed Com #1H (API No. 30-15-46588);
- (b) The 640-acre spacing unit comprised of the S/2 of Sections 16 and 17, Township 20 South, Range 29 East, in the WC-015 G-04 S202920D; Bone Spring [98015] currently dedicated to the Glock 17/16 B3MP Fed Com #1H (API No. 30-15-46587);
- (c) The 320-acre spacing unit comprised of the 5/2 S/2 of Sections 16 and 17, Township 20 South, Range 29 East, in the WC-015 G-04 S182728A; Wolfcamp [98218] currently dedicated to the Glock 17/16 WOMP Fed Com #1H (API No. 30-15-46733);
- (d) The 640-acre spacing unit comprised of the S/2 of Sections 16 and 17, Township 20 South, Range 29 East, in the Burton Flat; Wolfcamp East (Gas) [73480] currently dedicated to the Glock 17/16 WOLI Fed Com #1H (API No. 30-15-46746); and
- (e) Pursuant to 19.15.12.10.C(4)(g), future WC-015 G-04 S202920D; Bone Spring [98015], WC-015 G-04 S182728A; Wolfcamp [98218], and Burton Flat; Wolfcamp East (Gas) [73480] spacing units connected to the Glock 17/16 B3MP Fed Com #1 Tank Battery with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New

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 Chad Cole, Mewbourne Oil Company, (575) 393-5905 or ccole@mewbourne. wbourne.com. #5526277, Current Argus, December 20, 2022

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

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY MEWBOURNE OIL COMPANY

ORDER NO. PLC-705

#### **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. Mewbourne Oil Company ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. 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.
- 4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas 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.
- 5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. 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**

8. 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.

Order No. PLC-705 Page 1 of 3

- 9. 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.
- 10. 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.
- 11. 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.
- 12. Commingling of oil and gas 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.
- 13. 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 and gas production from the pools, leases, and wells identified in Exhibit A.
  - Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.
- 2. 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 and gas 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 and gas 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 and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable,

Order No. PLC-705

- approval of the Agreement, including any production that had been allocated previously in accordance with this Order.
- 3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
- 4. 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.
- 5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas 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 and gas 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.
- 8. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 9. 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).
- 10. 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

DYLANM, FUGE

**DIRECTOR (ACTING)** 

**DATE:** 2/19/2023

Order No. PLC-705

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

# Exhibit A

Order: PLC-705

**Operator: Mewbourne Oil Company (14744)** 

Central Tank Battery: Glock 17 16 B3MP Fed Com 1H Battery

Central Tank Battery Location: UL L, Section 17, Township 20 South, Range 29 East Gas Title Transfer Meter Location: UL C, Section 18, Township 20 South, Range 29 East

#### **Pools**

Pool Name	<b>Pool Code</b>
<b>BURTON FLAT; WOLCAMP, EAST (GAS)</b>	73480
<b>WC-015 G-04 S202920D; BONE SPRING</b>	98015
VC BURTON FLAT UPPER WOLFCAMP EAST	98315

# Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R	
NMNM105469241 (NMNM 0001165)	S/2, S/2 N/2	17-20S-29E	
NMNM105509302 (NMNM 0554771)	S/2, S/2 N/2	16-20S-29E	

Wells				
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-46587	Glock 17 16 B3MP Federal Com #1H	S/2 S/2	16-20S-29E	98015
30-013-40367	30-015-4038/ Glock 1/ 16 B3MP Federal Com #1H	S/2 S/2	17-20S-29E	90013
30-015-46733	Clock 17 16 WOMP Federal Com #1H	S/2	16-20S-29E	98315
30-013-40733	Glock 17 16 W0MP Federal Com #1H	S/2	17-20S-29E	90313
30-015-46746	Glock 17 16 W0LI Federal Com #1H	S/2	16-20S-29E	73480
50-015-40/40 Glock 1/ 10 WOLI Federal Colli #1f1	S/2	17-20S-29E	73400	
30-015-46588 Glock 17 16 B3EH Federal Com #1H	S/2 N/2	16-20S-29E	98015	
	S/2 N/2	17-20S-29E	70013	

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

# Exhibit B

Order: PLC-705

**Operator:** Mewbourne Oil Company (14744)

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp BLM	S/2 16-20S-29E	640		
CA Woncamp BLM	S/2	17-20S-29E	-29E	A
CA Bone Spring BLM	S/2	16-20S-29E	640	В
CA Done Spring DLW	S/2	17-20S-29E		ь
CA Pana Spring PI M	S/2 N/2	16-20S-29E	320	C
CA Bone Spring BLM	S/2 N/2	17-20S-29E		C

# **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM105509302 (0554771)	S/2	16-20S-29E	320	A
NMNM105469241 (0001165)	S/2	17-20S-29E	320	A
NMNM105509302 (0554771)	S/2	16-20S-29E	320	В
NMNM105469241 (0001165)	S/2	17-20S-29E	320	В
NMNM105509302 (0554771)	S/2 N/2	16-20S-29E	160	C
NMNM105469241 (0001165)	S/2 N/2	17-20S-29E	160	<u>C</u>

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 10014

#### **CONDITIONS**

Operator:	OGRID:
MEWBOURNE OIL CO	14744
P.O. Box 5270	Action Number:
Hobbs, NM 88241	10014
	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.	2/20/2023