

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

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

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: OXY USA INC.

OPERATOR ADDRESS: PO BOX 4294, HOUSTON, TX, 77210

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☒ Fee ☐ State ☒ FederalIs this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB 1103

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☒ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

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

Please attach sheets with the following information

(1) Pool Name and Code

(2) Is all production from same source of supply? ☐ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No(4) Measurement type: ☐ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

(1) Is all production from same source of supply? ☐ Yes ☐ No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)


Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE:  TITLE: REGULATORY ENGINEER DATE: 8/1//2024

TYPE OR PRINT NAME: ERIC FORTIER TELEPHONE NO.: 713-497-2203

E-MAIL ADDRESS: ERIC_FORTIER@OXY.COM

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: OXY USA INC. **OGRID Number:** 16696
Well Name: SAKER 6_7 FED COM #33H & OTHERS **API:** 30-025-48934 & OTHERS
Pool: ANTELOPE RIDGE;WOLFCAMP & OTHERS **Pool Code:** 2220 & OTHERS

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☐ Notification and/or concurrent approval by SLO
 E. ☒ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

ERIC FORTIER

Print or Type Name

Signature

8/1/2024

Date

713-497-2203

Phone Number

ERIC_FORTIER@OXY.COM

e-mail Address

APPLICATION FOR POOL AND LEASE COMMINGLING, OFF-LEASE MEASUREMENT, STORAGE AND SALES

Commingling proposal for oil production for Saker Wells at the Falcon Ridge CPF Train #2

OXY USA INC requests approval for an amendment to CTB 1103 for oil production at the Falcon Ridge CPF Train #2 (H-01-T24S-R34E). The wells feeding the train are listed below. *This request also includes future wells within the same pools and leases/PAs of wells listed below.*

New Wells to be included in Falcon Ridge CPF Train #2

POOL: Antelope Ridge; Bone Spring (2200) - CA PENDING
62.5% BLM 12.5% NRI (NMNM014164) & 37.5% FEE

Well Name	API	Est Date Online	Est Oil (bpd)	Est Gravity API	Est Gas (MSCFD)	Est BTU/cf	Est Water (bpd)
SAKER 6_7 FED COM 4H	30-025-50472	12/1/2024	1204	42	1976	1250	2362
SAKER 6_7 FED COM 5H	30-025-49457	12/1/2024	1204	42	1976	1250	2362
SAKER 6_7 FED COM 6H	30-025-49458	12/1/2024	1204	42	1976	1250	2362
SAKER 6_7 FED COM 13H	30-025-49461	12/1/2024	1204	42	1976	1250	2362
SAKER 6_7 FED COM 14H	30-025-49462	12/1/2024	1204	42	1976	1250	2362
SAKER 6_7 FED COM 26H	30-025-49465	12/1/2024	1204	42	1976	1250	2362

Existing Wells included in Falcon Ridge CPF Train #2

POOL: Antelope Ridge; Wolfcamp (2220) - CA PENDING
62.5% BLM 12.5% NRI (NMNM014164) & 37.5% FEE

Well Name	API	Est Date Online	Est Oil (bpd)	Est Gravity API	Est Gas (MSCFD)	Est BTU/cf	Est Water (bpd)
SAKER 6_7 FED COM 33H	30-025-48934	10/1/2023	1400	42	2399	1250	2758
SAKER 6_7 FED COM 37H	30-025-48938	10/1/2023	1400	42	2399	1250	2758
SAKER 6_7 FED COM 38H	30-025-48939	10/1/2023	1400	42	2399	1250	2758

Production estimates are average of first 6-month volumes

Process Description:

Production will flow to one of two three-phase production separators. Oil will then flow through an economizer then to an in-line heater before being sent to a VRT. It will then be pumped through LACTs, which will serve as the FMPs for BLM royalty payments and OXY's sales point.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, the facility will be equipped with two permanent three-phase test separators. Each test vessel will be equipped with oil turbine meters, gas orifice meters and water turbine meters.

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

Gas production will be measured at the orifice meters off the production and test separators and will be allocated back to the wells using the aforementioned well testing guidelines. These meters will serve as the BLM gas FMPs for the purpose of BLM royalty payment, and then sent to sales. Gas Production will be handled by an amendment to PLC 913.

All water will be sent to the Falcon Ridge Water Disposal System.

Additional Application Components:

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

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

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

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

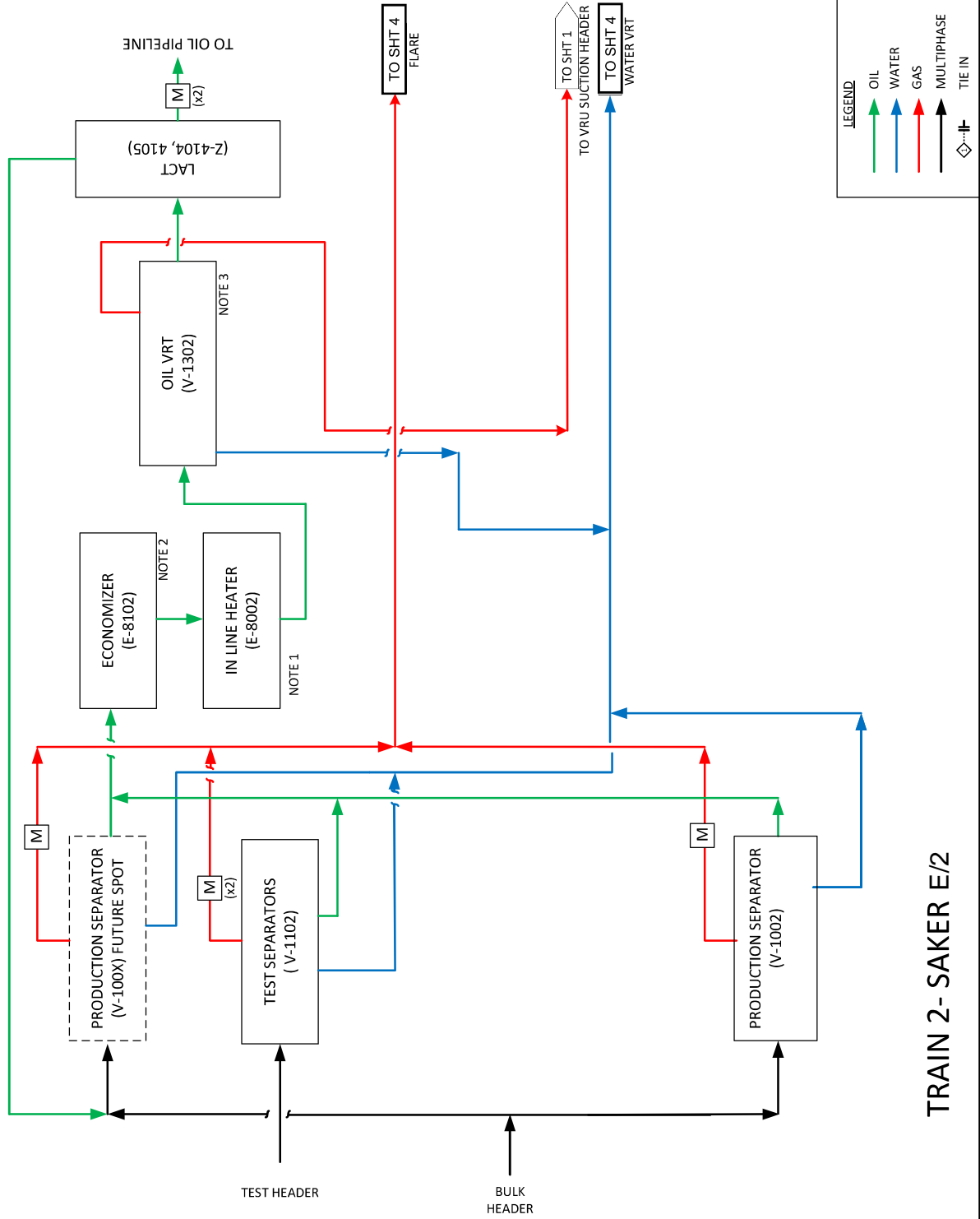
The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

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



NOTES

1. FOR SIMPLICITY, THE HEAT MEDIA SYSTEM FOR THIS UNIT IS NOT DEPICTED
2. FOR SIMPLICITY, OIL EXITING VRT OUTLET BACK THRU ECONOMIZER THAT IS USED TO PREHEAT UNSTABILIZED OIL IS NOT SHOWN.
3. FOR SIMPLICITY, OIL RECYCLED FROM VRT OUTLET BACK TO INLET OF VRT, FOR PUMP RATE STABILIZATION IS NOT SHOWN.



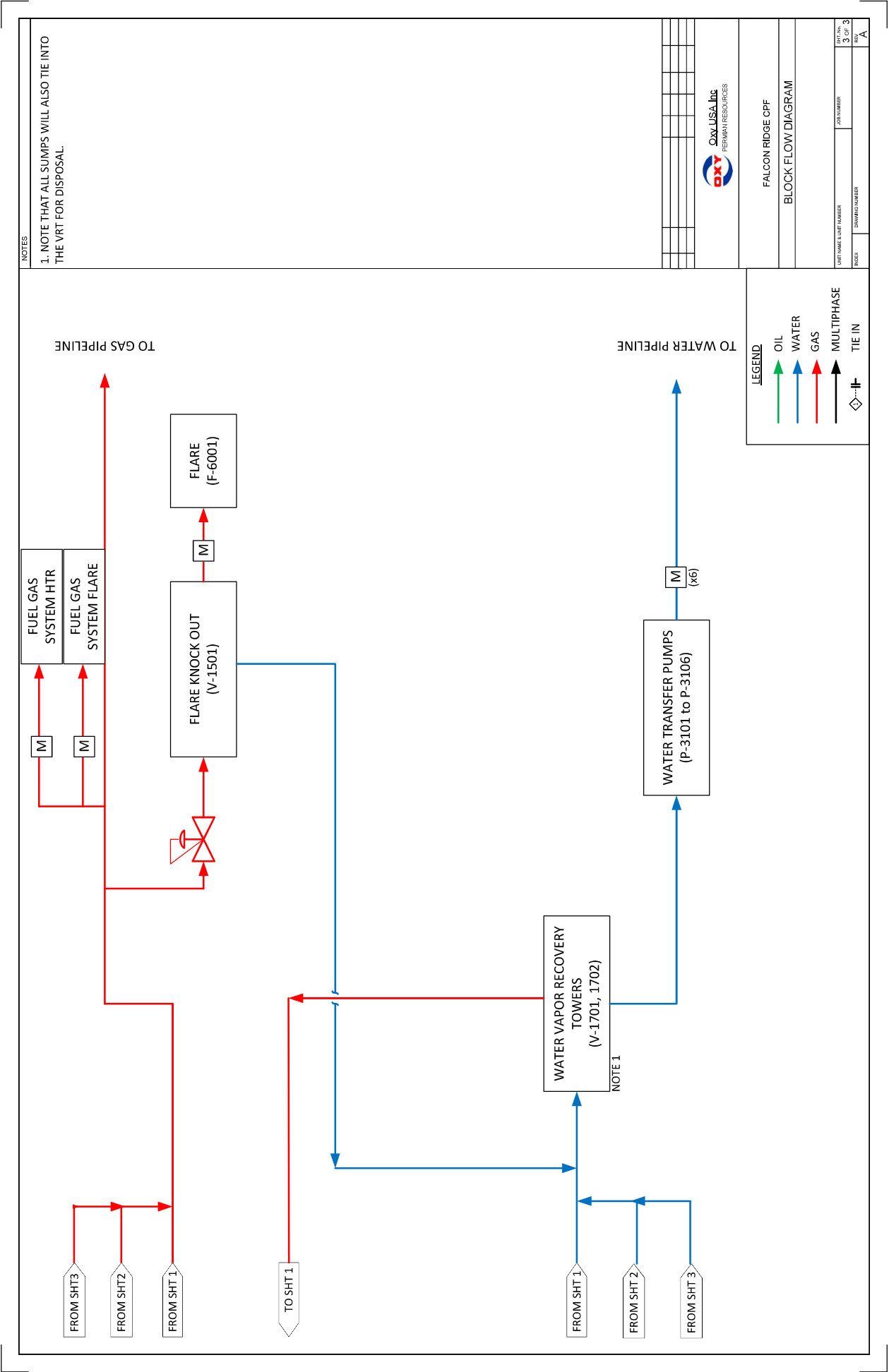
TRAIN 2-SAKER E/2

Revised to Imaging: 11/10/2024 4:11:24 PM



FALCON RIDGE CPF
BLOCK FLOW DIAGRAM

UNIT NAME & UNIT NUMBER	JOB NUMBER	SHEET No. 2 of 3
INDEX	DRAWING NUMBER	REV A



District I
1625 N. French Dr., Hobbs, NM 88240
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Santa Fe, NM 87505

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025- 30-025-50472	² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING
⁴ Property Code	⁵ Property Name SAKER 6_7 FED COM	⁶ Well Number 4H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3453.2' (NAVD 88)

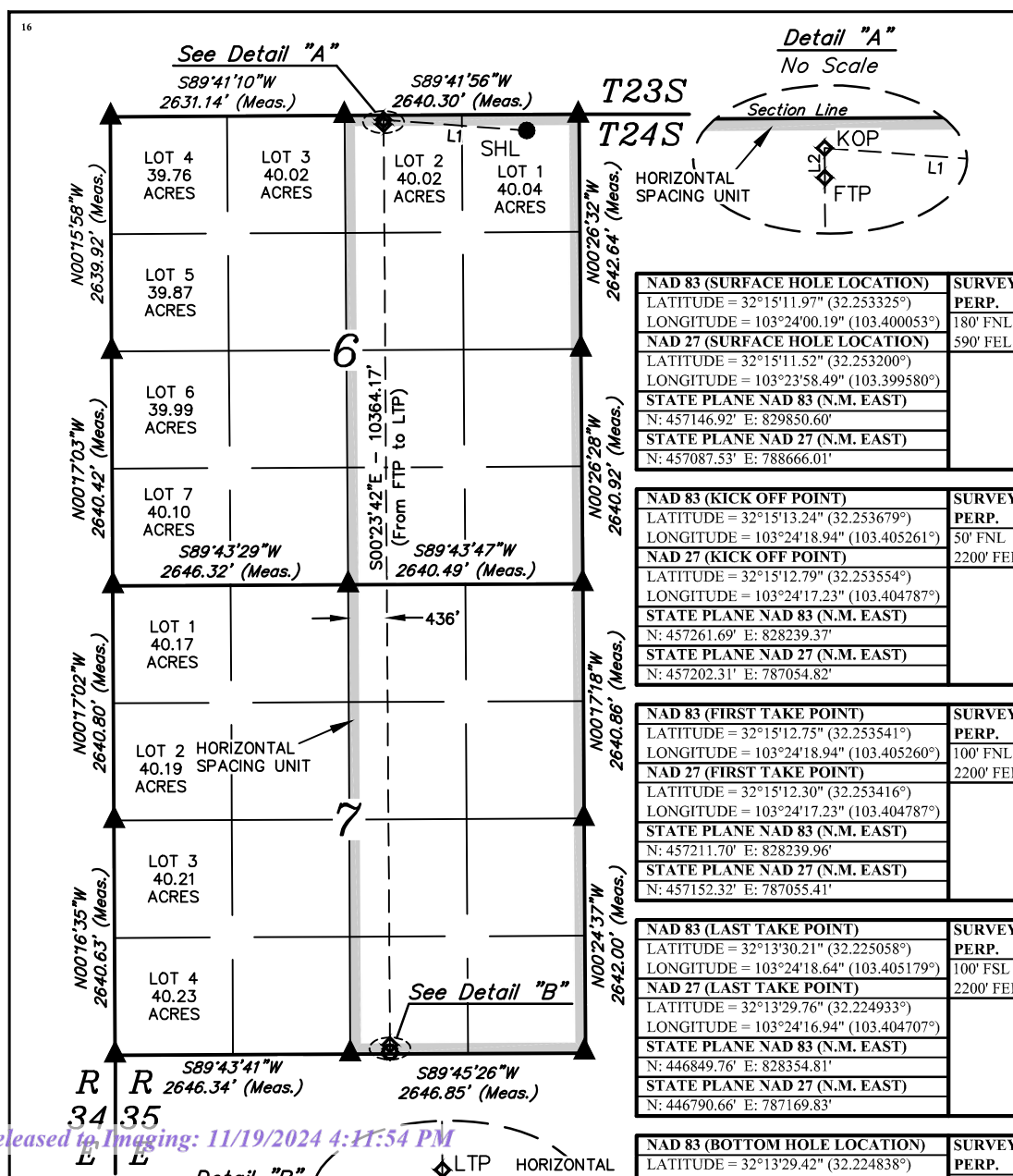
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	24S	35E		180	NORTH	590	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	7	24S	35E		20	SOUTH	2200	EAST	LEA
¹² Dedicated Acres 640.06	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



¹⁷ OPERATOR
CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Leslie T. Reeves 3/4/2021

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

¹⁸ SURVEYOR
CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

December 12, 2019

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49457	² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING
⁴ Property Code 330848	⁵ Property Name SAKER 6_7 FED COM	⁶ Well Number 5H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3453.7' (NAVD 88)

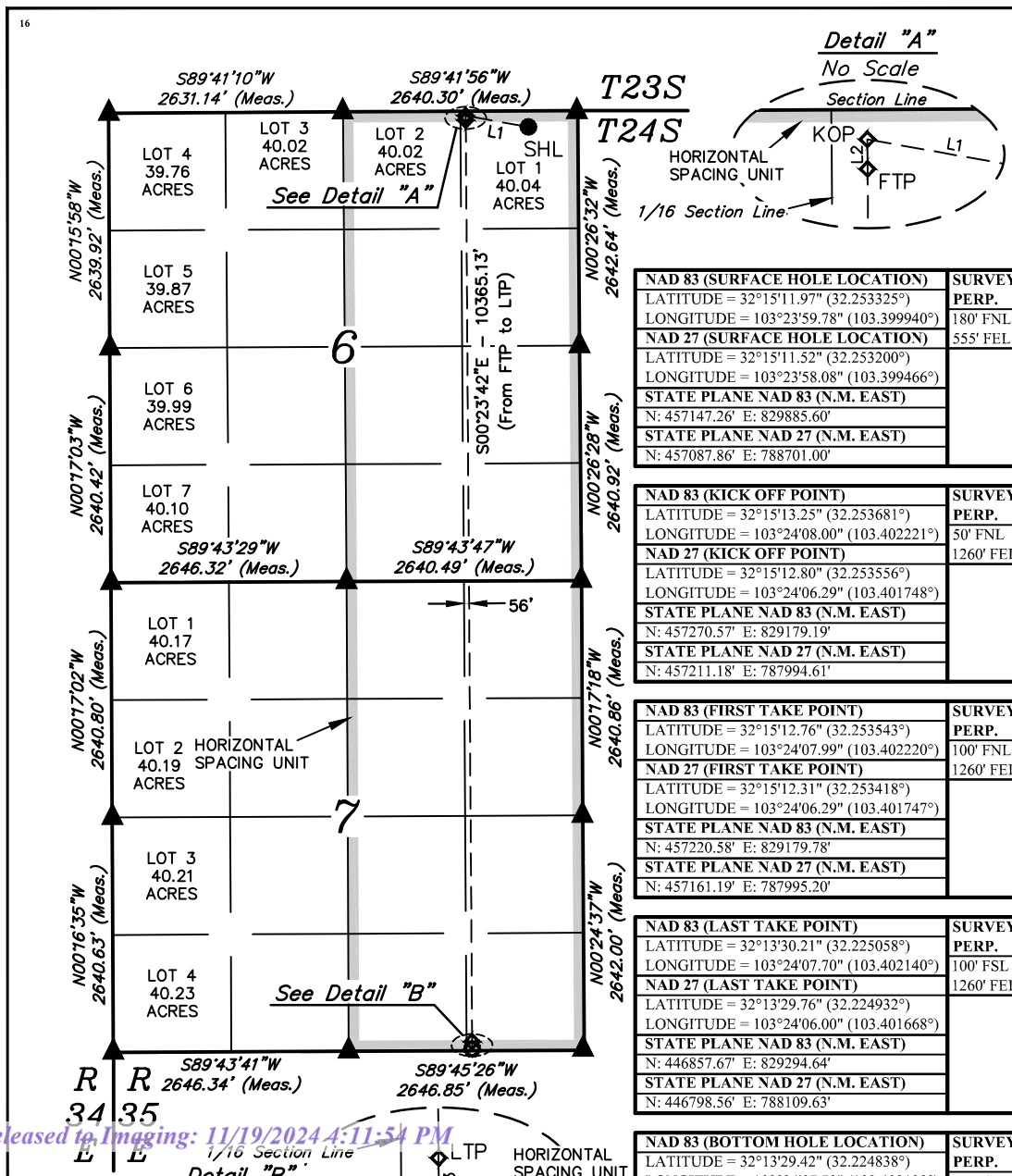
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	24S	35E		180	NORTH	555	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	24S	35E		20	SOUTH	1260	EAST	LEA
¹² Dedicated Acres 640.06	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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Leslie T. Reeves 3/4/2021

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

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December 12, 2019

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49458	² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING
⁴ Property Code 330848	⁵ Property Name SAKER 6_7 FED COM	⁶ Well Number 6H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3453.9' (NAVD 88)

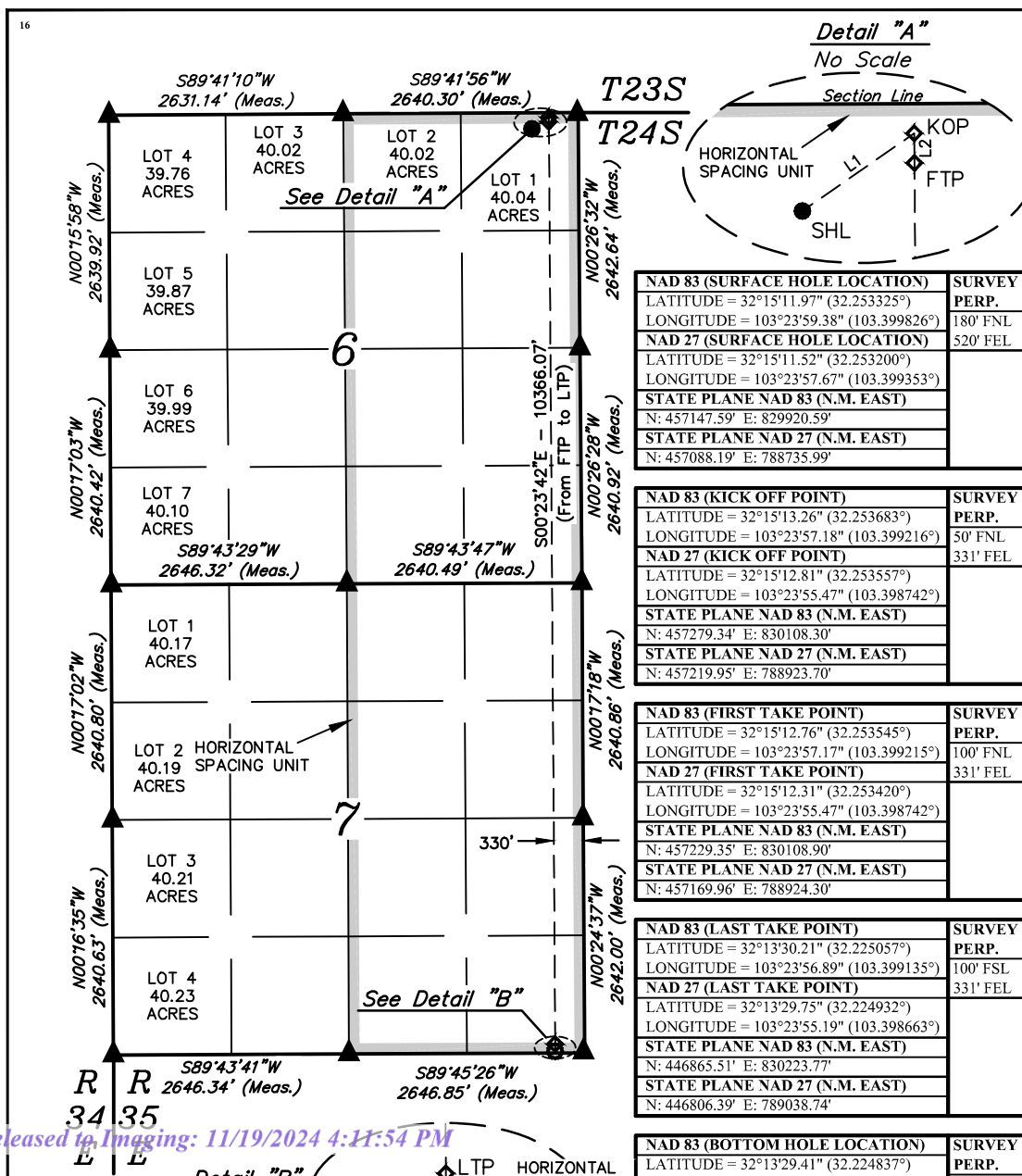
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	24S	35E		180	NORTH	520	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	24S	35E		20	SOUTH	331	EAST	LEA
¹² Dedicated Acres 640.06	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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Leslie T. Reeves 3/4/2021

Signature Date

LESLIE REEVES

Printed Name

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December 12, 2019

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49461	² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING
⁴ Property Code 330848	⁵ Property Name SAKER 6_7 FED COM	⁶ Well Number 13H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3448.7' (NAVD 88)

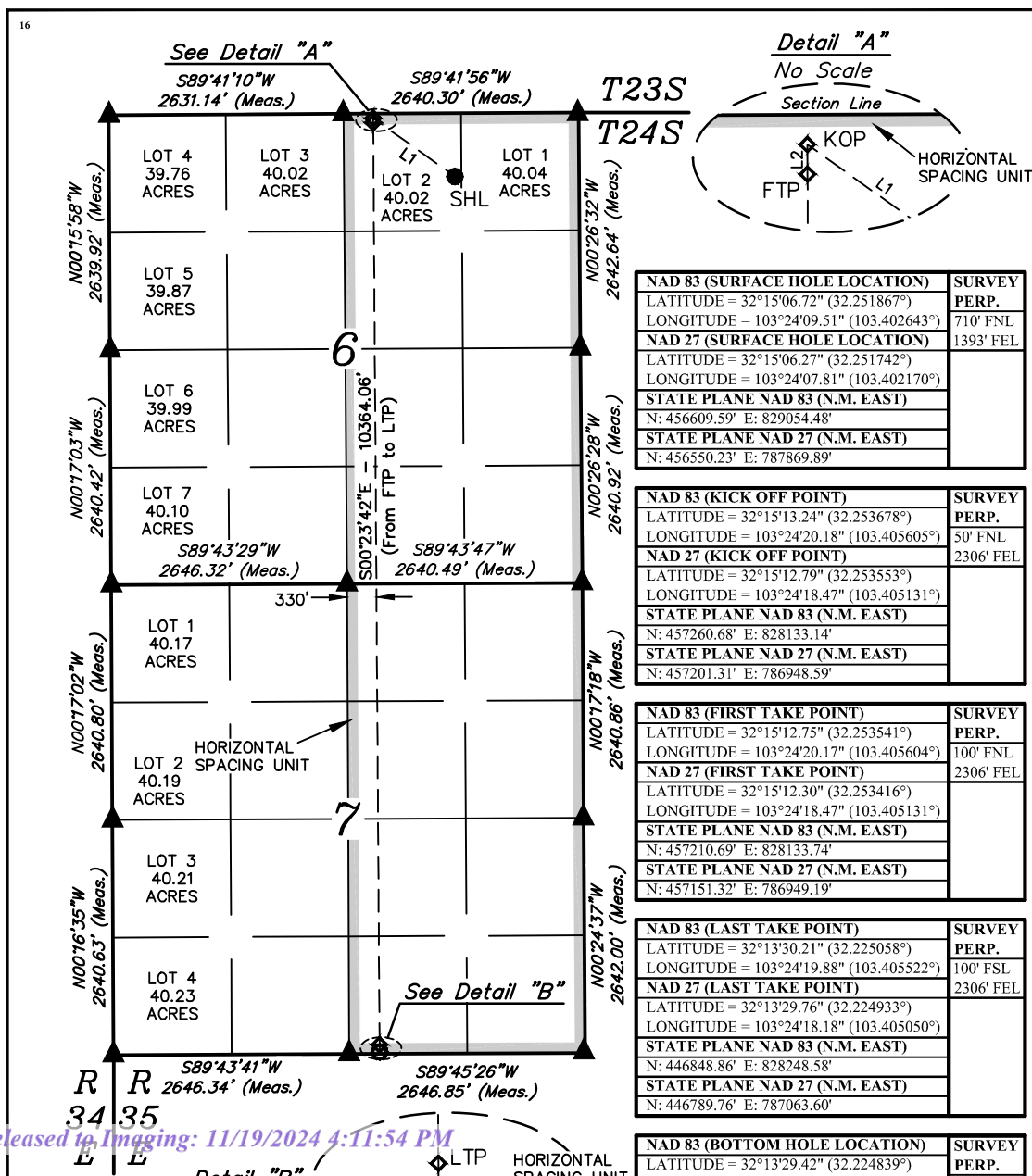
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	24S	35E		710	NORTH	1393	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	7	24S	35E		20	SOUTH	2306	EAST	LEA
¹² Dedicated Acres 640.06	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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Leslie J. Reeves 3/10/21

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

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December 13, 2019

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49462	² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING
⁴ Property Code 330848	⁵ Property Name SAKER 6_7 FED COM	⁶ Well Number 14H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3448.4' (NAVD 88)

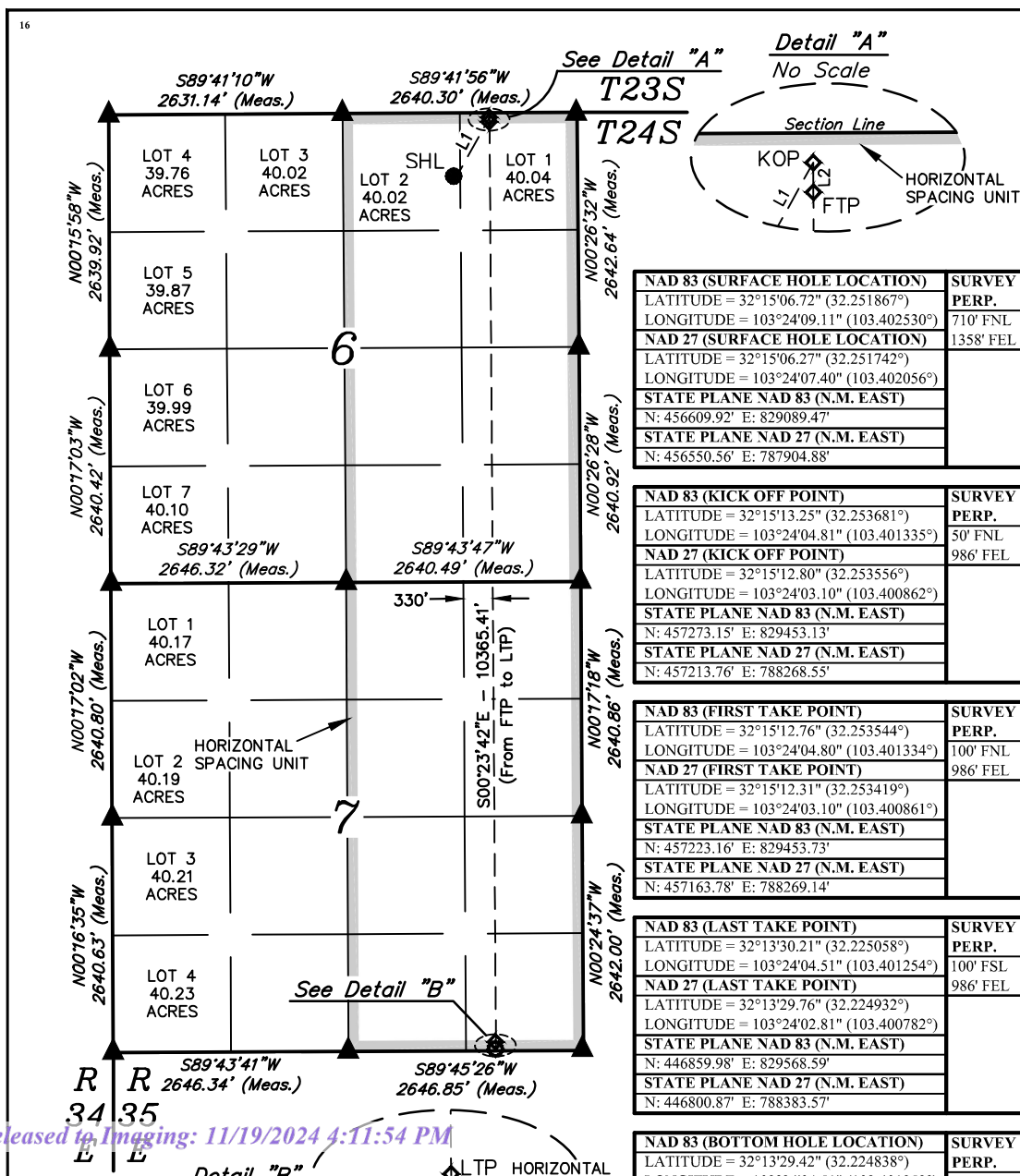
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	24S	35E		710	NORTH	1358	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	24S	35E		20	SOUTH	986	EAST	LEA
¹² Dedicated Acres 640.06	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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Leslie T. Reeves 3/10/2021

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

NAD 83 (SURFACE HOLE LOCATION)	SURVEY PERP.
LATITUDE = 32°15'06.72" (32.251867°)	710' FNL
LONGITUDE = 103°24'09.11" (103.402530°)	1358' FEL
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°15'06.27" (32.251742°)	
LONGITUDE = 103°24'07.40" (103.402056°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 456609.92' E: 829089.47'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 456550.56' E: 787904.88'	

NAD 83 (KICK OFF POINT)	SURVEY PERP.
LATITUDE = 32°15'13.25" (32.253681°)	50' FNL
LONGITUDE = 103°24'04.81" (103.401335°)	986' FEL
NAD 27 (KICK OFF POINT)	
LATITUDE = 32°15'12.80" (32.253556°)	
LONGITUDE = 103°24'03.10" (103.400862°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 457273.15' E: 829453.13'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 457213.76' E: 788268.55'	

NAD 83 (FIRST TAKE POINT)	SURVEY PERP.
LATITUDE = 32°15'12.76" (32.253544°)	100' FNL
LONGITUDE = 103°24'04.80" (103.401334°)	986' FEL
NAD 27 (FIRST TAKE POINT)	
LATITUDE = 32°15'12.31" (32.253419°)	
LONGITUDE = 103°24'03.10" (103.400861°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 457223.16' E: 829453.73'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 457163.78' E: 788269.14'	

NAD 83 (LAST TAKE POINT)	SURVEY PERP.
LATITUDE = 32°13'30.21" (32.225058°)	100' FSL
LONGITUDE = 103°24'04.51" (103.401254°)	986' FEL
NAD 27 (LAST TAKE POINT)	
LATITUDE = 32°13'29.76" (32.224932°)	
LONGITUDE = 103°24'02.81" (103.400782°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 446859.98' E: 829568.59'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 446800.87' E: 788383.57'	

NAD 83 (BOTTOM HOLE LOCATION)	SURVEY PERP.
LATITUDE = 32°13'29.42" (32.224838°)	
LONGITUDE = 103°24'02.81" (103.400782°)	

¹⁸ SURVEYOR
CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

December 13, 2019

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49465		² Pool Code 2200	³ Pool Name ANTELOPE RIDGE, BONE SPRING	
⁴ Property Code 330848	⁵ Property Name SAKER 6_7 FED COM			⁶ Well Number 26H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.			⁹ Elevation 3448.7' (NAVD 88)

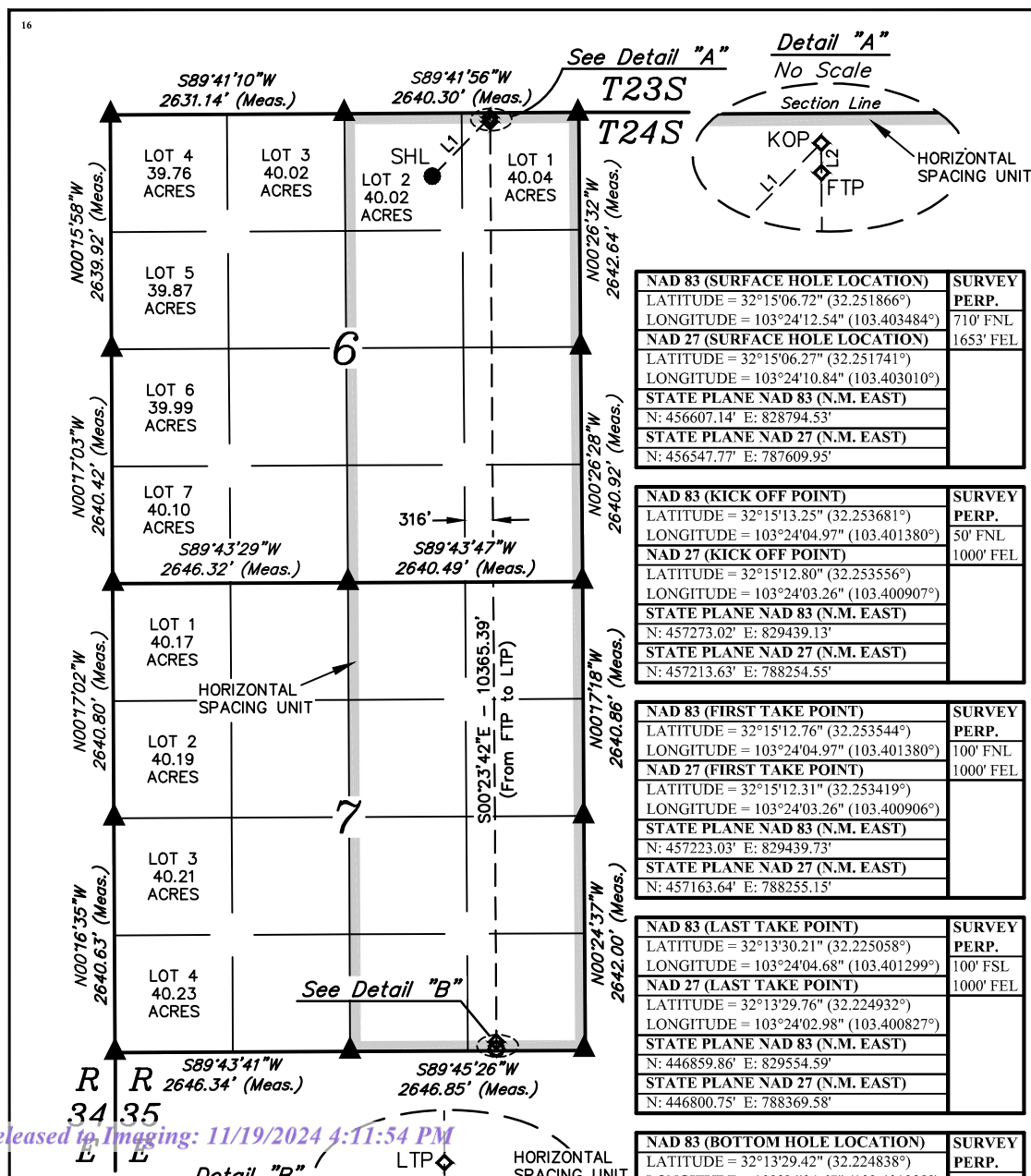
¹⁰Surface Location

UL or lot no. 2	Section 6	Township 24S	Range 35E	Lot Idn	Feet from the 710	North/South line NORTH	Feet from the 1653	East/West line EAST	County LEA
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. P	Section 7	Township 24S	Range 35E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 1000	East/West line EAST	County LEA
¹² Dedicated Acres 640.06		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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



17 OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Leslie T. Reeves 3/16/2021

Signature
Date

LESLIE REEVES

Printed Name _____

LESLIE REEVES@OXY.COM

E-mail Address

18 SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

December 13, 2019



**OXY USA WTP Limited Partnership / OXY USA INC /
OCCIDENTAL PERMIAN LTD**
A subsidiary of Occidental Petroleum Corporation

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Direct: 713.497.2203
Eric_Fortier@oxy.com

August 7, 2024

Re: Application for Pool and Lease Commingle Permit with Off-Lease Storage, Measurement, and Sales for Wells at Falcon Ridge CPF Train #2 in Lea County, New Mexico.

Dear Interest Owner:

This is to advise you that OXY USA INC is filing to surface commingle wells at the Falcon Ridge CPF Train #2. A copy of the application submitted to the Division is attached. *This request also includes future wells within the same pools and leases/CAs of wells listed in the attached application.*

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

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

For questions regarding this application, please contact Eric Fortier at (713) 497-2203.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Fortier".

OXY USA INC
Eric Fortier
Regulatory Engineer
Eric_Fortier@oxy.com

MAILED ON AUGUST 7, 2024

To Name	To Address Line 1	To Address Line2	To City	To State	To ZIP	PIC
RUBIE CROSBY BELL FAMILY LLC	P O BOX 24591		NEW ORLEANS	LA	70184	_9414811898765463007720
BRYAN BELL FAMILY LLC	P O BOX 24591		NEW ORLEANS	LA	70184	_9414811898765463007799
OAK VALLEY MINERAL & LAND LP	4000 N BIG SPRING STE 310		MIDLAND	TX	79705	_9414811898765463007782
CHARMAR LLC	4815 VISTA DEL OSO COURT NE		ALBUQUERQUE	NM	87109	_9414811898765463007737
REBECCA ANN ALLISON	1635 LYTLE COVE RD		ABILENE	TX	79602	_9414811898765463007775
RANDALL BATES ALLISON	202 CONTERA CT		ABILENE	TX	79602	_9414811898765463007911
RICHARD C DEASON	1301 N HAVENHURST DR NO 217		WEST HOLLYWOOD	CA	90046	_9414811898765463007959
THOMAS D DEASON	1428 HIGH MESA RD		ALTO	NM	88312	_9414811898765463007966
SAP LLC	4901 WHITNEY LANE		ROSWELL	NM	88203	_9414811898765463007928
VIPER ENERGY PARTNERS LLC	900 NW 63D ST STE 200		OKLAHOMA CITY	OK	73116	_9414811898765463007904
CROWNROCK MINERALS LP	P O BOX 51933		MIDLAND	TX	79710	_9414811898765463007997
TD MINERALS LLC	8111 WESTCHESTER DR STE 900		DALLAS	TX	75225	_9414811898765463007942
LESLIE CAROL EPPS SMITH	2200 ASPEN DR		PAMPA	TX	79065	_9414811898765463007980
ANGIE MOAD	320 VIRGIL DRIVE		ODESSA	TX	79764	_9414811898765463007973
MERPEL LLC	855 TEXAS ST NO 100		FORT WORTH	TX	76102	_9414811898765463007614
AR MIDLAND LP	2100 ROSS AVE STE 1870 LB 9		DALLAS	TX	75201	_9414811898765463007669
CATHLEEN ANN ADAMS REV TR	PO BOX 45807		RIO RANCHO	NM	87174	_9414811898765463007621
HATCH ROYALTY LLC	600 W 5TH ST STE 1250		AUSTIN	TX	78701	_9414811898765463007690
PEGASUS RESOURCES II LLC	PO BOX 731077		FORT WORTH	TX	75373	_9414811898765463007683
SORTIDA RESOURCES LLC	PO BOX 50820		MIDLAND	TX	79710	_9414811898765463007638
POST OAK MAVROS II LLC	34 S WYNDEN DR STE 210		HOUSTON	TX	77056	_9414811898765463007119
ECOPETROL PERMIAN LLC	2800 2800 POST OAK BLVD STE 4600		HOUSTON	TX	77056	_9414811898765463007157
WEST BEND ENERGY PARTNERS IV LLC	1320 SOUTH UNIVERSITY DR STE 701		FORT WORTH	TX	76107	_9414811898765463007164
ELK RANGE ROYALTIES II LP	2110 FARRINGTON ST		DALLAS	TX	75207	_9414811898765463007126
SAXUM PERMIAN I LLC	5949 SHERRY LN STE 1010		DALLAS	TX	75225	_9414811898765463007102
SITIO PERMIAN LP	1401 LAWRENCE ST STE 1750		DENVER	CO	80202	_9414811898765463007195
DEX ROYALTY LLC	2100 ROSS AVE STE 1870		DALLAS	TX	75201	_9414811898765463007140
A R MIDLAND LP	2100 ROSS AVE STE 1870		DALLAS	TX	75201	_9414811898765463007188
GPGM LLC	320 GOLD AVE SW STE 200		ALBUQUERQUE	NM	87102	_9414811898765463007133
ROBERT N ENFIELD IRR TR B	P O BOX 1588		TULSA	OK	74101	_9414811898765463007171
ASHER LAND & MINERALS LLC	4071 BUENA VISTA STEET		DALLAS	TX	75204	_9414811898765463007317
BIG CEDAR RESOURCES LLC	3936 SPYGLASS RD		OKLAHOMA CITY	OK	73120	_9414811898765463007355
ARROTT FAMILY MINERALS LLC	PO BOX 6022		CRAZY HORSE	SD	57730	_9414811898765463007362

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Fortier, Eric](#); [Musallam, Sandra C](#)
Cc: [McClure, Dean, EMNRD](#); [Lowe, Leonard, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-943
Date: Tuesday, November 19, 2024 4:00:05 PM
Attachments: [PLC943 Order.pdf](#)

NMOCD has issued Administrative Order PLC-943 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50472	Saker 6 7 Federal Com #4H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49457	Saker 6 7 Federal Com #5H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49458	Saker 6 7 Federal Com #6H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49461	Saker 6 7 Federal Com #13H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49462	Saker 6 7 Federal Com #14H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49465	Saker 6 7 Federal Com #26H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-48934	Saker 6 7 Federal Com #33H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	
30-025-48938	Saker 6 7 Federal Com #37H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	
30-025-48939	Saker 6 7 Federal Com #38H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	

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

Sundry Print Report.

125%

search report



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

Sundry Print

Well Name	Well Number	US Well Number	Lease Number	Case Number	C
SAKER 6-7	13H	3002549461	NMNM014164	NMNM014164	C
SAKER 6-7	5H	3002549457	NMNM014164	NMNM014164	C
SAKER 6-7	14H	3002549462	NMNM014164	NMNM014164	C
SAKER 6-7	33H	3002548934	NMNM14164	NMNM14164	C
SAKER 6-7	6H	3002549458	NMNM014164	NMNM014164	C
SAKER 6-7	37H	3002548938	NMNM14164	NMNM14164	C
SAKER 6-7	38H	3002548939	NMNM14164	NMNM14164	C
SAKER 6-7	4H	3002550472	NMNM014164	NMNM014164	C
SAKER 6-7	26H	3002549465	NMNM014164	NMNM014164	C

Notice of Intent

Sundry ID: 2804253

Type of Submission: Notice of Intent

Date Sundry Submitted: 08/01/2024

Date proposed operation will begin:
12/01/2024Type of Action: Commingling (Surface) a
Lease Measurement

Time Sundry Submitted: 12:12

Procedure Description: OXY requests approval according to 43 CFR 3173.14(a)(1)(iii) to commir production at the Falcon Ridge CPF Train #2. Train #2 has all CAs with the same proportion of fixed royalty rate of 12.5%. Statement that CAA will not negatively affect royalty revenue of fed government: Commingling will not reduce the individual wells' production value or otherwise n affect the royalty revenue of the federal government. It is the most effective means of producir reserves.

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

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

Township 24 South, Range 35 East, N.M.P. M.

Lots 1 and 2, S/2NE/4, and SE/4 of Section 6, Lea County, New Mexico
E/2 of Section 7, Lea County, New Mexico

Containing 640.06 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

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

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is August 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA Inc.

Date

By: _____
James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 § ss.
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 20____, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of _____
My commission expires _____

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by JAMES LANING, Attorney-in-fact of OCCIDENTAL PERMIAN LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY Y-1 COMPANY

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by James Laning, Attorney-in-fact of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA WTP Limited Partnership

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20__, by James Laning, Attorney-in-fact of OXY USA WTP LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said partnership.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

COG OPERATING LLC

BY: _____
Signature of Authorized Agent

NAME: _____
Name of Authorized Agent

TITLE: _____
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, Attorney-in-fact of COG Operating LLC, a _____, on behalf of said _____.

Notary Public in and for the State of _____
My commission expires _____

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

EXHIBIT “A”

Attached to and made a part of that Communitization Agreement dated July 1st, 2024.

Plat of communitized area covering **640.06** acres in Lots 1 and 2, S/2NE/4 and SE/4 of Section 6 and E/2 of Section 7, Township 24 South, Range 35 East, Lea County New Mexico.

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, 26H

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

EXHIBIT “B”

To Communitization Agreement Dated July 1st, 2024 embracing the following described land in E/2 of Section 6 and E/2 of Section 7, Township 24 South, Range 35 East, Lea County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED**Tract No. 1**

Lease Serial Number:	NMMN-14164
Description of Land Committed:	Township 24 South, Range 35 East, NMPM, Section 6: Lots 1 and 2, S/2NE/4. Section 7: W/2SE/4
Current Lessee of Record:	OXY USA Inc. COG Operating LLC
Number of Acres:	400.06 acres
Name and Percent of WI Owners:	OXY USA INC. – 69.642777% Occidental Permian Limited Partnership – 15.178611% OXY USA WTP Limited Partnership – 8.010934% OXY Y-1 Company – 7.167678%

Tract No. 2

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 35 East, NMPM, Section 7: NE/4, E/2SE/4
Number of Acres:	240

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

Authority for Pooling:

Leases contain pooling clause

Lease Owner:

See Below

Name and Percent of WI Owners:

OXY USA Inc. – 98.976%
OXY Y-1 Company – .2418%
OXY USA WTP LP – .27%
Occidental Permian Limited Partnership –
.512%

Lease No. 1

Lessor:

Rebecca Ann Allison

Original Lessee:

Sugar Creek Resources, LLC

Date of Lease:

March 5, 2020

Authority for Pooling:

Leases contain pooling clause

Lease No. 2

Lessor:

Randall Bates Allison

Lessee:

Sugar Creek Resources, LLC

Date of Lease:

March 5, 2020

Authority for Pooling:

Leases contain pooling clause

Lease No. 3

Lessor:

Leslie Carol Allison Epps Smith

Lessee:

Sugar Creek Resources, LLC

Date of Lease:

March 5, 2020

Authority for Pooling:

Leases contain pooling clause

Lease No. 4

Lessor:

Angie Dawn Moad

Lessee:

Sugar Creek Resources, LLC

Date of Lease:

March 5, 2020

Authority for Pooling:

Leases contain pooling clause

Lease No. 5

Lessor:

Gary Noel Allison

Lessee:

OXY USA Inc.

Date of Lease:

October 13, 2021

Authority for Pooling:

Leases contain pooling clause

Lease No. 6

Lessor:

Shannon Wayne Allison

Lessee:

OXY USA Inc.

Date of Lease:

September 26, 2021

Authority for Pooling:

Leases contain pooling clause

Saker 6_7 Fed Com 4H, 5H, 6H, 13H, 14H, and 26H

Lease No. 7

Lessor: JC Resources, LP
Lessee: OXY USA Inc.
Date of Lease: March 17, 2022
Authority for Pooling: Leases contain pooling clause

Lease No. 8

Lessor: Bessie Ann Prather and husband, Paul D. Prather
Lessee: Robert E. Landreth
Date of Lease: October 29, 1993
Authority for Pooling: Leases contain pooling clause

Lease No. 9

Lessor: Dorthy Louis Howard and husband, Frankie Howard
Lessee: Robert E. Landreth
Date of Lease: October 29, 1993
Authority for Pooling: Leases contain pooling clause

Lease No. 10

Lessor: Diane Allison
Lessee: Robert E. Landreth
Date of Lease: October 29, 1993
Authority for Pooling: Leases contain pooling clause

Lease No. 11

Lessor: Mrs. Lela Roberta Hice and husband, John Hice
Lessee: Robert E. Landreth
Date of Lease: October 29, 1993
Authority for Pooling: Leases contain pooling clause

Lease No. 12

Lessor: Thomas L. Allison, Jr. and wife, Mary Alice Allison
Lessee: Robert E. Landreth
Date of Lease: October 29, 1993
Authority for Pooling: Leases contain pooling clause

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RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	400.06	62.5%
2	240.00	37.5%
Total	640.06	100.0000%

Saker 6_7 Fed Com 33H, 37H, and 38H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of August 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

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

Township 24 South, Range 35 East, N.M.P. M.

Lots 1 and 2, S/2NE/4, and SE/4 of Section 6, Lea County, New Mexico
E/2 of Section 7, Lea County, New Mexico

Containing 640.06 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

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2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the

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Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

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

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- authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.

Saker 6_7 Fed Com 33H, 37H, and 38H

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA Inc.

Date

By: _____
James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 § ss.
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 20____, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of _____
My commission expires _____

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by JAMES LANING, Attorney-in-fact of OCCIDENTAL PERMIAN LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY Y-1 COMPANY

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by James Laning, Attorney-in-fact of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA WTP Limited Partnership

BY: _____
Signature of Authorized Agent

NAME: James Laning
Name of Authorized Agent

TITLE: Attorney-In-Fact
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20__, by James Laning, Attorney-in-fact of OXY USA WTP LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said partnership.

Notary Public in and for the State of Texas

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

ADVANCE ENERGY PARTNERS HAT MESA LLC

BY: _____
Signature of Authorized Agent

NAME: _____
Name of Authorized Agent

TITLE: _____
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, Attorney-in-fact of ADVANCE ENERGY PARTNERS HAT MESA, a _____, on behalf of said _____.

Notary Public in and for the State of _____
My commission expires _____

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

DEVON ENERGY PRODUCTION COMPANY LP

BY: _____
Signature of Authorized Agent

NAME: _____
Name of Authorized Agent

TITLE: _____
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, Attorney-in-fact of DEVON ENERGY PRODUCTION COMPANY LP, a _____, on behalf of said _____.

Notary Public in and for the State of _____
My commission expires _____

Saker 6_7 Fed Com 33H, 37H, and 38H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

COG OPERATING LLC

BY: _____
Signature of Authorized Agent

NAME: _____
Name of Authorized Agent

TITLE: _____
Title of Authorized Agent

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, Attorney-in-fact of COG Operating LLC, a _____, on behalf of said _____.

Notary Public in and for the State of _____
My commission expires _____

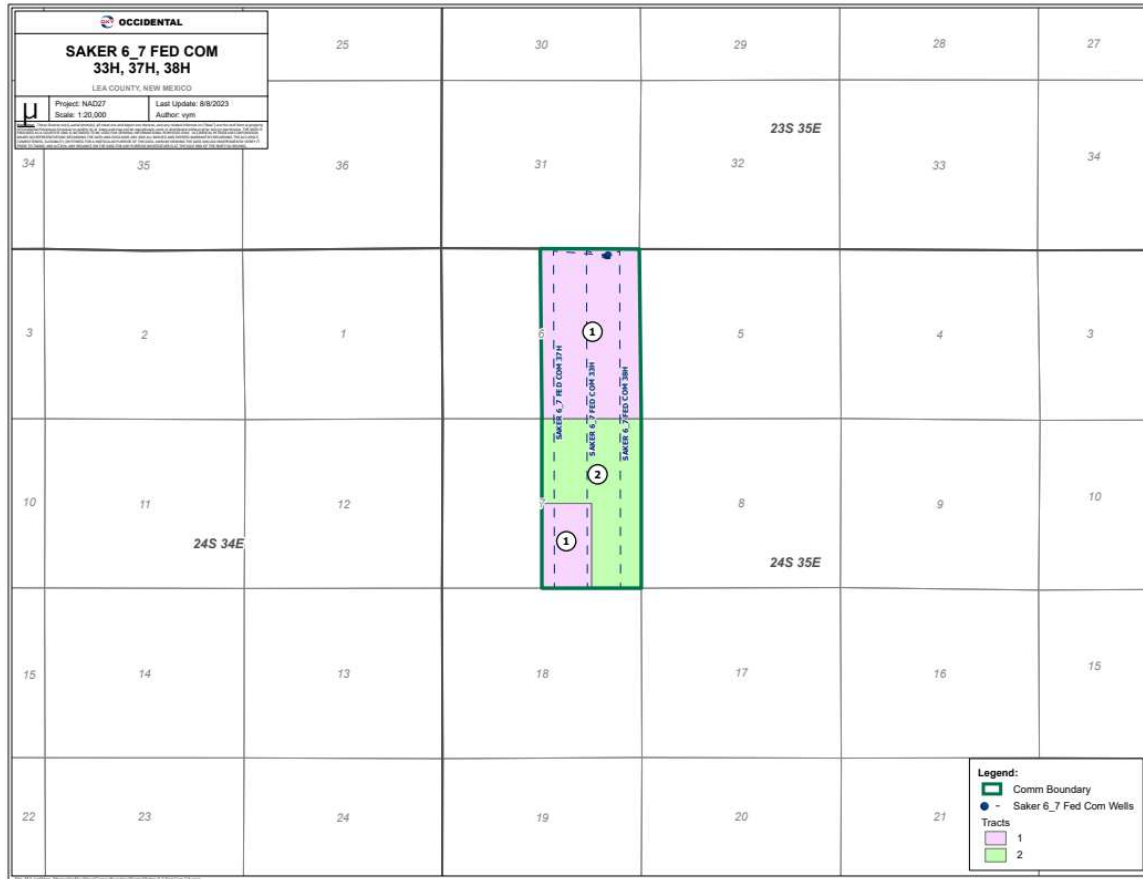
Saker 6_7 Fed Com 33H, 37H, and 38H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated August 1st, 2023.

Plat of communitized area covering **640.06** acres in Lots 1 and 2, S/2NE/4 and SE/4 of Section 6 and E/2 of Section 7, Township 24 South, Range 35 East, Lea County New Mexico.

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EXHIBIT “B”

To Communitization Agreement Dated August 1, 2023 embracing the following described land in E/2 of Section 6 and E/2 of Section 7, Township 24 South, Range 35 East, Lea County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-14164

Description of Land Committed: Township 24 South, Range 35 East, NMPM,
Section 6: Lots 1 and 2, S/2NE/4.
Section 7: W/2SE/4

Current Lessee of Record: OXY USA Inc.
COG Operating LLC
Devon Energy Production Co LP
Advance Energy Partners Hat Mesa LLC

Number of Acres: 400.06 acres

Name and Percent of WI Owners: OXY USA INC. – 69.642777%
Occidental Permian Limited Partnership – 15.178611%
OXY USA WTP Limited Partnership – 8.010934%
OXY Y-1 Company – 7.167678%

Tract No. 2

Lease Serial No.: Fee

Description of Land Committed: Township 24 South, Range 35 East, NMPM, Section 7: NE/4, E/2SE/4

Number of Acres: 240

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Authority for Pooling:	Leases contain pooling clause
Lease Owner:	See Below
Name and Percent of WI Owners:	OXY USA Inc. – 98.976% OXY Y-1 Company – .2418% OXY USA WTP LP – .27% Occidental Permian Limited Partnership – .512%

Lease No. 1

Lessor:	Rebecca Ann Allison
Original Lessee:	Sugar Creek Resources, LLC
Date of Lease:	March 5, 2020
Authority for Pooling:	Leases contain pooling clause

Lease No. 2

Lessor:	Randall Bates Allison
Lessee:	Sugar Creek Resources, LLC
Date of Lease:	March 5, 2020
Authority for Pooling:	Leases contain pooling clause

Lease No. 3

Lessor:	Leslie Carol Allison Epps Smith
Lessee:	Sugar Creek Resources, LLC
Date of Lease:	March 5, 2020
Authority for Pooling:	Leases contain pooling clause

Lease No. 4

Lessor:	Angie Dawn Moad
Lessee:	Sugar Creek Resources, LLC
Date of Lease:	March 5, 2020
Authority for Pooling:	Leases contain pooling clause

Lease No. 5

Lessor:	Gary Noel Allison
Lessee:	OXY USA Inc.
Date of Lease:	October 13, 2021
Authority for Pooling:	Leases contain pooling clause

Lease No. 6

Lessor:	Shannon Wayne Allison
Lessee:	OXY USA Inc.
Date of Lease:	September 26, 2021

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Authority for Pooling:

Leases contain pooling clause

Lease No. 7

Lessor:

JC Resources, LP

Lessee:

OXY USA Inc.

Date of Lease:

March 17, 2022

Authority for Pooling:

Leases contain pooling clause

Lease No. 8

Lessor:

Bessie Ann Prather and husband, Paul D.
Prather

Lessee:

Robert E. Landreth

Date of Lease:

October 29, 1993

Authority for Pooling:

Leases contain pooling clause

Lease No. 9

Lessor:

Dorthy Louis Howard and husband, Frankie
Howard

Lessee:

Robert E. Landreth

Date of Lease:

October 29, 1993

Authority for Pooling:

Leases contain pooling clause

Lease No. 10

Lessor:

Diane Allison

Lessee:

Robert E. Landreth

Date of Lease:

October 29, 1993

Authority for Pooling:

Leases contain pooling clause

Lease No. 11

Lessor:

Mrs. Lela Roberta Hice and husband, John
Hice

Lessee:

Robert E. Landreth

Date of Lease:

October 29, 1993

Authority for Pooling:

Leases contain pooling clause

Lease No. 12

Lessor:

Thomas L. Allison, Jr. and wife, Mary Alice
Allison

Lessee:

Robert E. Landreth

Date of Lease:

October 29, 1993

Authority for Pooling:

Leases contain pooling clause

Saker 6_7 Fed Com 33H, 37H, and 38H

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	400.06	62.5%
2	240.00	37.5%
Total	640.06	100.0000%

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
August 04, 2024
and ending with the issue dated
August 04, 2024.



Publisher

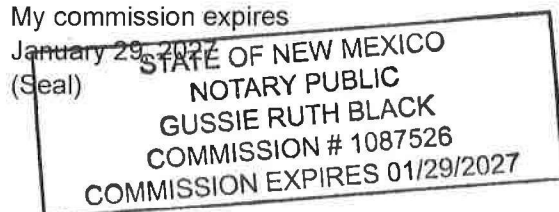
Sworn and subscribed to before me this
4th day of August 2024.



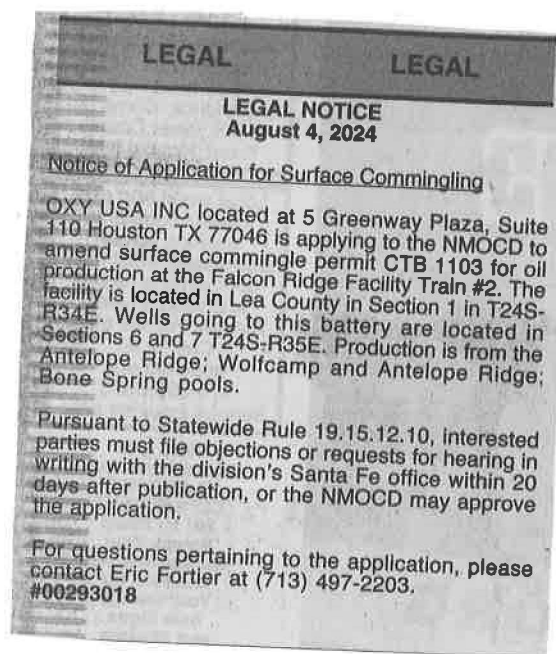
Business Manager

My commission expires

January 29, 2027
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.



67111848

00293018

TALENT ACQUISITION
OCCIDENTAL PERMIAN
5 GREENWAY PLAZA, STE 110
HOUSTON, TX 77046

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

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

ORDER NO. PLC-943

ORDER

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

FINDINGS OF FACT

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle the oil production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
8. 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 (“CA Pooled Area”), as described in Exhibit A.
9. This Order is associated with Order PLC-913 which authorizes in-full or in-part the commingling of gas production from the pools, leases, and wells as described in Exhibit A.

CONCLUSIONS OF LAW

10. 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.
11. 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.
12. 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.
13. 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.
14. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil production from the pools, leases, and wells as described in Exhibit A.

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

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

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

2. This Order supersedes Order CTB-1103.
3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA 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 the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

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

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

During the initial production period, the oil production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

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

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

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

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

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

6. 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.
7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10 C.(2) NMAC.
8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form

C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.

11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. 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).
13. 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**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 11/19/2024

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-943**

Operator: **Oxy USA, Inc, (16696)**

Central Tank Battery: **Falcon Ridge Central Processing Facility Train 2**

Central Tank Battery Location: **UL H, Section 1, Township 24 South, Range 34 East**

Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
ANTELOPE RIDGE; BONE SPRING	2200
ANTELOPE RIDGE; WOLFCAMP	2220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wolfcamp NMNM 106359473	E/2	6-24S-35E
	E/2	7-24S-35E
PROPOSED CA Bone Spring BLM	E/2	6-24S-35E
	E/2	7-24S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50472	Saker 6 7 Federal Com #4H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49457	Saker 6 7 Federal Com #5H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49458	Saker 6 7 Federal Com #6H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49461	Saker 6 7 Federal Com #13H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49462	Saker 6 7 Federal Com #14H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-49465	Saker 6 7 Federal Com #26H	E/2	6-24S-35E	2200
		E/2	7-24S-35E	
30-025-48934	Saker 6 7 Federal Com #33H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	
30-025-48938	Saker 6 7 Federal Com #37H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	
30-025-48939	Saker 6 7 Federal Com #38H	E/2	6-24S-35E	2220
		E/2	7-24S-35E	

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/contact-us>

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

CONDITIONS

Action 371168

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 371168
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	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 email us at OCD.Engineer@emnrd.nm.gov .	11/19/2024