

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

**APPLICATIONS OF MRC PERMIAN COMPANY
FOR COMPULSORY POOLING,
EDDY COUNTY, NEW MEXICO.**

**CASE NOS. 25247-25248,
25250, & 25252-25254**

MOTION TO STRIKE

MRC Permian Company (“MRC”) hereby submits this motion to strike from the record American Energy Resources, LLC’s (“American Energy”) entry of appearance and notice of opposition to presentation by affidavit for the following reasons:

1. A party may only enter an appearance to an adjudicatory proceeding if they are entitled to notice. 19.15.4.10.A NMAC. Notice is provided to each owner of an interest in the mineral estate that an applicant seeks to pool. 19.15.4.12.A(1)(a) NMAC. That being said, American Energy is not entitled to notice in these cases.

2. First, MRC is not seeking to force pool American Energy.

3. Second, it is MRC’s understanding that American Energy claims a mineral interest in the W/2 W/2 of Section 27, Township 22 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. It appears this interest is subject to ongoing litigation regarding the ownership of the minerals and the trial court has apparently entered summary judgment that neither American Energy, nor its representative Mr. Jonathan Samaniego, owns an interest in the mineral estate within those lands. *See Exhibit A – Summary Judgment.*

4. Furthermore, regardless of the outcome of the above-referenced litigation, the minerals in the W/2 W/2 of Section 27 are subject to an oil and gas lease in which MRC is the current lessee; thus, MRC does not need to pool the interest anyway. *See Exhibit B – Oil & Gas Lease and Self-Affirmed Statement (Landman Chris Carleton).*

WHEREFORE, MRC respectfully requests that American Energy’s entry of appearance and

notice of opposition to presentation by affidavit be excluded from consideration by the Division.

Respectfully submitted,

Holland & Hart, LLP

A handwritten signature in blue ink, appearing to read "P. Vance", is positioned above a horizontal line.

Michael H. Feldewert
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**ATTORNEYS FOR MRC PERMIAN COMPANY AND
MATADOR PRODUCTION COMPANY**

CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2025, I served a copy of the foregoing document to the following counsel of record via Electronic Mail to:

Jonathan Samaniego
P.O. Box 114
Hagerman, NM 88232
energy.jrs@gmail.com

Representative of American Energy Resources, LLC

A handwritten signature in blue ink, appearing to read "Paula M. Vance", is written over a horizontal line.

Paula M. Vance

**FIFTH JUDICIAL DISTRICT COURT
COUNTY OF EDDY
STATE OF NEW MEXICO**

FILED
5th JUDICIAL DISTRICT COURT
Eddy County
7/12/2024 10:35 AM
MARTHA HUEREQUE
CLERK OF THE COURT
Gwyneth Gadbury

EXHIBIT

A

Margaret Dowling,
Plaintiff,

vs.

**Jonathan Samaniego and
BlackGold Developers, LLC and
American Energy Resources, LLC**
Defendant.

No. D-503-CV-2023-00669

FINAL SUMMARY JUDGMENT ENTERED UNDER NMRA 1-056

SUBMITTED BY:

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XC Clerk of the Court

¹
ATTACHMENT A

CAME ON, for hearing on July 8, 2024, Plaintiff's Motion for Summary Judgment ("*Motion*") filed by Plaintiff William Scott Simpson ("*Plaintiff*") on May 1, 2024, against Defendants Jonathan Samaniego ("*Samaniego*"), BlackGold Developers, LLC ("*Blackgold*") and American Energy Resources, LLC ("*AER*") (collectively, "*Defendants*"). Plaintiff and Defendants were represented by counsel and provided opportunity to present all appropriate matters.

After considering all proper matters, the Court finds and hereby **ORDERS** that there are no disputed issues of material fact and judgment as a matter of law should be **GRANTED** to Plaintiff against Defendants as follows.

1. Summary judgment is properly granted when no genuine issues of material fact exist and the movant is entitled to judgment as a matter of law. *Self v. United Parcel Serv., Inc.*, 1998-NMSC-046, ¶ 6, 126 N.M. 396. The movant must make a *prima facie* showing that summary judgment is merited. *Roth v. Thompson*, 1992-NMSC-022, 113 N.M. 331. "By a *prima facie* showing is meant such evidence as is sufficient in law to raise a presumption of fact or establish the fact in question unless rebutted." *Romero v. Philip Morris Inc.*, 2010-NMSC-035, ¶ 10, 148 N.M. 713 (quoting *Goodman v. Brock*, 83 N.M. 789, 792-93, 498 P.2d 676, 679-80 (1972)). Upon such a *prima facie* showing, the burden shifts to the party opposing summary judgment to provide specific admissible evidence that creates "a reasonable doubt as to whether a genuine issue for trial exists." *Koenig v. Perez*, 1986-NMSC-066, ¶ 9, 104 N.M. 664. *Id.* General assertions of a triable issue are insufficient. *Clough v. Adventist Health Sys., Inc.*, 108 N.M. 801, 803, 780 P.2d 627 (1989). "New Mexico law requires that the alleged facts at issue be material to survive summary judgment." *Romero*, 2010-NMSC-035, ¶ 11. The inquiry's focus should be on whether, under substantive law, the fact is necessary to give rise to a claim. *Id.*; *Martin v. Franklin Capital Corp.*, 2008-NMCA-152, ¶ 6, 145 N.M. 179 ("An issue of fact is 'material' if the existence (or non-existence) of the fact is of consequence under the substantive rules of law governing the parties'").

dispute.”). “Mere argument or contention of existence of material issue of fact ... does not make it so.” *Spears v. Canon de Carnue Land Grant*, 1969-NMSC-163, 80 N.M. 766. Rather, “[t]he party opposing the summary judgment motion must adduce evidence to justify a trial on the issues.” *Clough v. Adventist Health Sys., Inc.*, 108 N.M. 801, 803, 780 P.2d 627, 629 (N.M. 1989).

2. Where the facts are undisputed, the rights of the party are determined as a matter of law. *Aktiengesellschaft Der Harlander Buamwollspinnerei und Zwirn-Fabrik v. Lawrence Walker Cotton Co.*, 60 N.M. 154, 288 P.2d 691 (N.M. 1955)(granting summary judgment); *Spears v. Canon de Carnue Land Grant*, 80 N.M. 766, 769, 461 P.2d 415, 418 (1969); 23 *Williston on Contracts*, § 63:15 (4th ed.). The construction of a deed and its legal effect is also a matter of law. *Pacheco v. Martinez*, 1981-NMCA-116, ¶ 41, 97 N.M. 37, 45, 636 P.2d 308, 316.
3. Plaintiff met her burden, and Defendants did not meet their burden once the burden shifted.
4. Plaintiff filed suit against Defendants for allegedly, wrongfully taking her real property in Eddy County.
5. As used herein, the term “Property” shall be as defined as follows:

The W1/2 W1/2 of Section 27, Township 22 South, Range 28 East, N.M.P.M. in Eddy County, New Mexico, consisting of 160 acres of fee land and all mineral rights.
6. Plaintiff sought summary judgment on Count One (failure of acknowledgment), Count Four (failure of consideration) and County Five (declaratory judgment).
7. Section II of Plaintiff’s Motion set forth a concise statement of 30 material facts as to which Plaintiff contended there was no genuine issue of material fact.
8. Defendants filed no response to Plaintiff’s Motion.
9. Pursuant to NMRA 1-056(D), as a result of failing to file a response, the 30 material facts set forth in Section II of the Motion “shall be deemed admitted.”

10. Moreover, Plaintiff's 30 material facts were supported by one or both of (a) the Affidavit of Margaret Dowling attached to the Motion and/or (b) the deemed admissions attached to the Motion as Exhibits 2, 3 and 4.
11. The unrefuted, Affidavit of Margaret Dowling proves conclusively (a) Ms. Dowling did not execute the Deed (attached as Exhibit A to the Complaint, the Motion and this Order) and (b) that Deed was not executed in the presence of a notary. (Ex. 1, ¶¶8-9).
12. The unrefuted Affidavit of Ms. Dowling further proves conclusively Ms. Dowling received no consideration for that Deed or transfer of the Property. (Ex. 1, ¶10).
13. Pursuant to NMRA Rule 1-036(A), a matter is deemed admitted if a party fails to serve answers to requests for admission within the required thirty (30) day period. Pursuant to NMRA Rule 1-036(B), the deemed matter is "conclusively established."
14. It is undisputed Defendants failed to answer the Requests for Admission (Exs. 2, 3 and 4) within the required time. Those requests are deemed admitted. Those deemed admissions conclusively establish Plaintiff is entitled to judgment as requested in the Motion.
15. Plaintiff requested in her Complaint a declaration that the deeds at issue are "unenforceable, null, void and/or voidable." (Complaint, ¶104). Among other doctrines, Plaintiff pleaded the deeds are void and/or voidable based on failure of consideration (Complaint, ¶¶100-101) and failure to notarize the Deed in Plaintiff's presence (Complaint, ¶¶ 54-58).
16. Defendants admitted the relevant facts in their deemed admissions. Defendants American Energy and BlackGold admitted the deeds at issue (Exs. A, E and F) are void and voidable. (Exs. 2 and 3, Adm. 23-28). All of the Defendants admitted Defendant Samaniego is the alter ego of the BlackGold and American Energy. (Exs. 2, 3 and 4, Adm. 18). The same counsel represents all Defendants. Accordingly, the admissions of BlackGold and American Energy are binding on Defendant Samaniego herein.

17. Even without such vicarious admissions, however, that is the practical result of the other deemed admissions. All of the Defendants admitted facts sufficient to void the deeds (Exs. A, E and F) for lack of consideration. All of the Defendants admitted the Property is worth over \$1,000,000. (Exs. 2, 3 and 4, Adm. 3). All Defendants admitted no consideration was given for any of the three deeds at issue – Exhibits A, E and F. (Exs. 2, 3 and 4: Adm. 1, 2, 13, 15, 20, and 22). An instrument for which no consideration was given is unenforceable, void and/or voidable and cannot pass title. *Primus v. Clark*, 1944-NMSC-030, ¶ 33, 48 N.M. 240; *Cordova v. World Fin. Corp. of NM*, 2009-NMSC-021, ¶ 14, 146 N.M. 256; *Bencoe v. Bencoe*, 1956-NMSC-126, ¶ 11, 62 N.M. 95, 100; *Morgan v. Thompson*, 1942-NMSC-028, ¶ 14, 46 N.M. 282; *Knoebel v. Chief Pontiac, Inc.*, 1956-NMSC-020, ¶ 8, 61 N.M. 53.
18. Unless a party is a good faith purchaser, he may acquire no greater title than his grantor. *O'Brien v. Chandler*, 1988-NMSC-094, ¶ 13, 107 N.M. 797. A bona fide (good faith) purchaser is a party that has acquired property for valuable consideration in good faith without notice of defects in the chain of title to the property, including adverse rights or claims of other parties. See *Jeffers v. Doel*, 1982-NMSC-116, ¶ 7, 99 N.M. 351. Defendants American Energy and BlackGold could not be good faith purchasers without notice because all Defendants admit Samaniego was the alter ego of Defendants. (Exs. 2, 3 and 4, Adm. 18). Notice by Samaniego is imputed on Defendants American Energy and BlackGold. Moreover, Defendants American Energy and BlackGold both admitted they are not good faith purchasers of the Property. (Exs. 3 and 4, Adm. 19 and 21). Accordingly, their respective deeds are unenforceable and voidable by Plaintiff.
19. Additionally, Defendants Samaniego, American Energy and BlackGold all admitted the Deed under which Samaniego acquired his interest, Exhibit A, was not executed in the presence of a notary. (Ex. 2, 3 and 4, Adm. 7). A deed is unenforceable if it is not notarized in the presence of

the affiant. NMSA § 14-14-1, et seq; NMSA § 14-12-1, et seq. The notarization of the Deed outside of Plaintiff's presence is illegal. NMSA § 14-12A-11. Under N.M.S.A. § 14-8-4, the Deed should not have been recorded and "may not be considered of record" because it was not properly acknowledged in the presence of a notary.

20. Plaintiff is entitled to judgment declaring her the legal owner of the Property. The Affidavit of Margaret Dowling, Exhibit 1, confirms Plaintiff's title in the Property. Mrs. Dowling acquired her interests pursuant to Exhibits B and D attached to the Motion. (Ex. 1, ¶4).
21. Because the deeds at issue are void and voidable, Plaintiff is entitled to a judgment declaring her the rightful owner of the Property. Also, Defendants BlackGold and American Energy admitted Plaintiff is entitled to a judgment herein declaring that Plaintiff is the rightful owner of the Property as against Defendants and all other unknown claimants. (Exs. 3 and 4, Adm. 29, 32-33). Defendants BlackGold and American Energy admitted they have no legal or equitable interest in the Property and that title in the Property should be quieted in Plaintiff. (Exs. 3 and 4, Adm. 30-34).
22. Accordingly, this Court shall enter judgment declaring Plaintiff is the lawful owner of the Property and that title to the Property be established in Plaintiff against Defendants and all other unknown claimants. (Exs. 3 and 4, Adm.31-34).
23. Further, this Court shall enter judgment declaring the deeds attached to the Complaint and hereto as exhibits A, E, and F are unenforceable, void, and voidable, and striking them from the real estate records.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECLARED AND DECREED:

- A. The deeds attached to the Complaint and hereto as Exhibits A, E and F are unenforceable, voidable, void, null, and of no effect, and they are hereby stricken from the real estate records.

B. The Court hereby declares:

- a. Plaintiff is the lawful owner of the Property, both fee and mineral interests, and her title to the Property and mineral interests is hereby established against the Defendants and all other claimants; and
- b. Each Defendant is barred and forever estopped from having or claiming any lien or other interest upon any right or title to the Property or mineral interests; and
- c. Plaintiff is declared 100% owner of the Property and mineral interests; and
- d. Title to the Property and mineral interests is forever quieted and set at rest in Plaintiff's name.

C. It is further hereby declared and judgment is entered that Defendants are ejected from the Property and must immediately vacate the Property, and ownership and possession of the Property shall lie solely and exclusively with Plaintiff; and

D. It is further declared and judgment is entered that this Judgment is entered pursuant to N.M.R.A. 1-070 and has the effect of a conveyance executed in due form of law, dating back to February 21, 2017.

E. This is a final judgment.

IT IS SO ORDERED.


HONORABLE JUDGE JANE SCHULER-GRAY

APPROVED AS TO FORM ONLY:

By 
Kenneth D. Dugan
Attorney for Plaintiff

By ___/s/ by email 7-10-24 (attached)_____
Jacob Candelaria
Attorney for Defendants

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STATE OF NEW MEXICO,

County of EDDY

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this 30 day of March, 1974 by D. J. Dowling and wife, Frances V. Dowling

My Commission expires Jan. 22, 1974 Elita S. Simmons
Notary Public

STATE OF NEW MEXICO,

County of _____

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

My Commission expires _____, 19____ Notary Public

STATE OF NEW MEXICO,

County of _____

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

My Commission expires _____, 19____ Notary Public

STATE OF _____

County of _____

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

My Commission expires _____, 19____ Notary Public

No. _____	OIL AND GAS LEASE NEW MEXICO
FROM	TO
Date _____, 19____	Section _____, Township _____, Range _____
No. of Acres _____	County, New Mexico
Term _____	STATE OF NEW MEXICO COUNTY OF <u>EDDY</u>
I hereby certify that this instrument was filed for record on the <u>30th</u> day of <u>April</u> , A. D., 19 <u>73</u> , at <u>4:00</u> o'clock <u>P.</u> m., and was duly recorded in Book <u>99</u> at Page <u>113</u> of the Records of said County.	
By <u>Elita S. Simmons</u> Notary Public	By <u>Franklin H. Haddock</u> County Clerk
By <u>Elita S. Simmons</u> Deputy	

STATE OF NEW MEXICO

County of _____

CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____ President of _____ a _____ corporation on behalf of said corporation.

My Commission Expires: _____ Notary Public

STATE OF _____

County of _____

CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____ President of _____ a _____ corporation on behalf of said corporation.

My Commission Expires: _____ Notary Public

SELF-AFFIRMED STATEMENT OF CHRIS CARLETON

1. My name is Chris Carleton. I work for MRC Energy Company, an affiliate of MRC Permian Company ("MRC"), as a Senior Vice President - Land.

2. I have previously testified before the New Mexico Oil Conservation Division ("Division") as an expert witness in petroleum land matters. My credentials as a petroleum landman have been accepted by the Division and made a matter of public record.

3. I am familiar with the application filed by MRC in Case Nos. 25247-25248, 25250, & 25252-25254, and I am familiar with the status of the lands in the subject area. I can attest that MRC owns a lessee working interest in each of the proposed spacing units in the above-referenced cases.

4. In addition, attached hereto is an Oil and Gas Lease, dated March 29, 1973, between O. J. Dowling and wife, Frances V. Dowling, as lessors, and Union Oil Company of California, as lessee, covering the W/2 W/2 of Section 27, Township 22 South, Range 28 East, N.M.P.M., Eddy County, a copy of which was recorded in Book 99, Page 113 in the records of Eddy County, New Mexico (the "Lease"). I have reviewed MRC's title information with respect to the Lease and can confirm that, through a number of different transactions, MRC has acquired 76.7% of the lessee interest under the Lease.

5. I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct. I understand that this self-affirmed statement will be used as written testimony in this case. This statement is made on the date next to my signature below.



NAME



Date