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CERTIFIED MAIL – RETURN RECEIPT REQUESTED

June 22, 2015

State of New Mexico Oil Conservation Division
1220 S. St. Francis Drive
Santa Fe, NM 87505
Attn: Director David R. Catanach

Re: Case No. 15236; Order No. R-13949
Actual Well Costs for Antelope Ridge 11-24-34 #3H (the "Well")
W/2W/2 of Section 11, T24S, R34E, NMPM Lea County, New Mexico

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Dear Director:

Pursuant to Paragraph 10 of the enclosed forced pooling order, Chevron Midcontinent, L.P. submits an itemized schedule of actual costs of drilling, completing and equipping the Antelope Ridge 11-24-34 #3H.

I encourage you to contact me at either 713-372-5313 or jlevine@chevron.com if you have any questions about this matter.

Sincerely,

CHEVRON MIDCONTINENT, L.P.

Jason A. Levine
Land Representative

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

**IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION FOR THE PURPOSE OF
CONSIDERING:**

**CASE NO. 15236
ORDER NO. R-13949**

**APPLICATION OF CHEVRON MIDCONTINENT, L.P. FOR A NON-
STANDARD SPACING AND PRORATION UNIT AND COMPULSORY
POOLING, LEA COUNTY, NEW MEXICO**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on November 20, 2014, at Santa Fe, New Mexico, before Examiner William V. Jones.

NOW, on this 20th day of January, 2015, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT:

(1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.

(2) Chevron Midcontinent, L.P. ("Applicant"), for purposes of horizontal drilling within the Bone Spring formation, seeks approval of a 160-acre non-standard oil spacing and proration unit ("the Unit") comprised of the W/2 W/2 of Section 11, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico.

(3) Applicant further seeks an order pooling all uncommitted interests in the Unit.

(4) The Unit will be dedicated to Applicant's, Antelope Ridge 11 24 34 Federal Well No. 3H, (API No. 30-025-42318), the "Proposed Well" and will be drilled as a horizontal well from a surface location 330 feet from the South line and 980 feet from the West line, Unit letter M of Section 11, in a northerly direction to a terminus 330 feet from the North line and 980 feet from the West line, Unit letter D of Section 11. The well is planned for oil production from the 2nd Bone Spring Sand member of the Bone

Spring formation at approximately 10,950 feet vertical depth and will be located according to Division records within the North Red Hills-Bone Spring Pool (96434). All completed intervals within this well will be at standard locations.

(5) No other party appeared at the hearing, or otherwise opposed the granting of this application.

(6) Applicant appeared at the hearing and presented witnesses for land and geologic evidence:

(a) The entire W/2 W/2 of Section 11 is one federally owned tract.

(b) The only party being pooled in this case is COG Operating LLC ("COG"). COG has signed the AFE but has not signed the Joint Operating Agreement.

(c) For formation of the 160-acre non-standard oil spacing and proration unit, notice was provided to all owners within the surrounding 40-acre tracts, and no protests were received.

(d) The completed intervals in this well will comply with all setback rules of the Division and all quarter-quarters will contribute to total well production.

(e) A diligent effort was made by the Applicant to locate all owners and to obtain joinder in this well. Notice was provided to owners as to the hearing.

(7) The proposed 160-acre non-standard oil spacing and proration unit should be approved.

(8) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty, interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(9) Applicant is owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.

(10) There are interest owners in the Unit that have not agreed to pool their interests.

(11) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons,

this application should be approved and all uncommitted interests pooled, whatever they may be, in the oil and gas within the Unit.

(12) Chevron U. S. A. Inc. (OGRID 4323) should be designated the operator of the proposed well and of the Unit.

(13) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the proposed well.

(14) Reasonable charges for supervision (combined fixed rates) should be fixed at \$6,500 per month while drilling and \$600 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations."

IT IS THEREFORE ORDERED THAT:

(1) Pursuant to the application of Chevron Midcontinent, L.P. ("Applicant"), the non-standard oil spacing and proration unit ("the Unit") within the Bone Spring formation comprised of the W/2 W/2 of Section 11, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico, is hereby approved and all uncommitted interests, whatever they may be, in the oil and gas located within this Unit are hereby pooled.

(2) The Unit shall be dedicated to Applicant's **Antelope Ridge 11 24 34 Federal Well No. 3H** ("the proposed well"; API No. 30-025-42318), to be drilled as a horizontal well from a surface location 330 feet from the South line and 980 feet from the West line, Unit letter M of Section 11, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico. The well shall be drilled in a northerly direction to a terminus 330 feet from the North line and 980 feet from the West line. All completion intervals shall be at standard locations.

(3) The operator of the Unit shall commence drilling the proposed well on or before January 1, 2016, and shall thereafter continue drilling the proposed well with due diligence to test the 2nd Bone Spring Sand member of the Bone Spring formation at approximately 10,950 feet vertically.

(4) In the event the operator does not commence drilling the proposed well on or before January 1, 2016, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(5) Should the proposed well not be drilled and completed within 120 days after commencement thereof, then Ordering Paragraph (1) shall be of no further effect, and the Unit and project area shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for

good cause shown by satisfactory evidence. If the proposed well is not completed in all of the quarter-quarter sections included in the Unit within 120 days after commencement of drilling, then the operator shall apply to the Division to contract the Unit so that it includes only the quarter-quarter sections in which the individual well is completed.

(6) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled unit shall terminate, unless this Order has been amended to authorize further operations.

(7) Chevron U. S. A. Inc. (OGRID 4323) is hereby designated the operator of the well and of the Unit.

(8) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(9) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(10) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(11) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

(12) The operator is hereby authorized to withhold the following costs and charges from production from each well:

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and
- (b) as a charge for the risk involved in drilling the well, 200% of the above costs.

(13) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(14) Reasonable charges for supervision (combined fixed rates) for the well are hereby fixed at \$6,500 per month while drilling and \$600 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations*." The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(15) Except as provided in Paragraphs (12) and (14) above, all proceeds from production from the proposed well that are not disbursed for any reason shall be held for the account of the person or persons entitled thereto pursuant to the Oil and Gas Proceeds Payment Act (NMSA 1978 Sections 70-10-1 through 70-10-6, as amended). If not disbursed, such proceeds shall be turned over to the appropriate authority as and when required by the Uniform Unclaimed Property Act (NMSA 1978 Sections 7-8A-1 through 70-8A7-8A-28, as amended).

(16) Any unleased mineral interests shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any well costs or charges that are to be paid out of production shall be withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

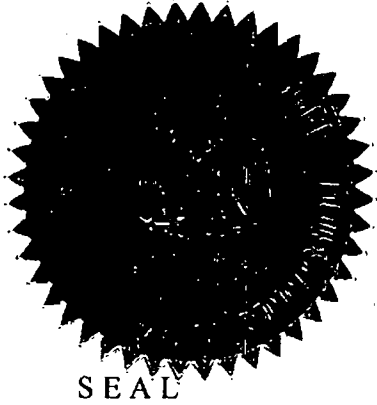
(17) Should all the parties to this compulsory pooling order reach voluntary agreement subsequent to entry of this Order, this order shall thereafter be of no further effect.

(18) This Order is contingent upon approval by the United States Bureau of Land Management of pooling of the federal interests included in the Unit.

(19) The operator of the well and Unit shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the compulsory pooling provisions of this Order.

(20) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.



STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

David R. Catanach

DAVID R. CATANACH
Director

Program name	WBS Proj Def		WBS	Cost element		Project Primary Cost	
	AD15_DB_RIG2LEA	UWDDDB-D4039	DB Antelope Ridge 11-24-34 #3H D&C	UWDDDB-D4039-COM	68720100	EMPL PERS & BUS 100%	\$ 1,211.17
					68730100	EMPL PERS & BUS 50%	\$ 108.05
					70000100	CONTRACT LBR-SURFACE	\$ 21,174.94
					70000200	CONTRACT LBR PROD OP	\$ 19,557.88
					70000300	CNTRCT-LBR PROJ SUPV	\$ 16,821.26
					70000600	CONTRACTOR-TRAVEL	\$ 7,287.09
					70000700	CONTRACT LBR-BUS ADM	\$ 1,040.74
					71290100	FUEL - DIESEL	\$ 1,897.50
					71290700	FUEL- DSL/MOTOR TXBL	\$ 262.76
					71400100	CHEM & TREATING AGNT	\$ 737,552.51
					71900100	WELL EQUIP & MTLs	\$ 49,076.92
					71900110	WELLHEADS	\$ 59.04
					71900510	FCR-Electrical Matr	\$ 2,691.54
					71901800	DRILL BITS	\$ 170,277.91
					71901900	Drill & Compl fluid	\$ 1,307.38
					72300100	SRF EQUIPMENT RENTAL	\$ 11,755.53
					72300200	WELL SERV EQUIP RENT	\$ 80,989.00
					72300600	PROD OPER EQP RENTAL	\$ 50,573.42
					73400300	OTHER LAND TRNSP SRV	\$ 14,398.94
					73400700	HAULING SERVICES	\$ 17,314.03
					73400800	VACUUM TRUCK SVCS	\$ 19,780.56
					74200250	HAZ WASTE HAUL/T&D	\$ 8,180.59
					74200300	SOLID WASTE DISPOSAL	\$ 4,954.95
					74200600	WASTE WATER DISPOSAL	\$ 136.22
					74201100	De-Ionized Water Sup	\$ 110,515.47
					74400001	WCR - RIG DWORK	\$ 12,471.31
					74400009	WCR - COIL TUBING	\$ 1,419.19
					74400019	WCR - LOGGING WIRELI	\$ 12,918.88
					74400025	FISHING SRVS & TOOLS	\$ 1,056.58
					74400026	WCR - OTHER RTLS&SER	\$ 51,879.61
					74500021	Site Work	\$ 43,525.94
					74500200	TECHNICAL SERVICES	\$ 2,438.95
					74501450	Crane with Operator	\$ 2,226.02
					74550000	REPAIR AND MAINT	\$ 10,598.47
					75100100	LABY OR TESTING SERV	\$ 3,856.66
					75100156	ENVIRON CONSULTING	\$ 186.92
					75900800	MISC SERV & FEES	\$ 149,680.29
					93890300	ATC-Co Vehicles/Ext	\$ 1,489.84
					94100100	Exception Time Othr	\$ 14,723.76
					Result		\$ 1,657,397.82
				UWDDDB-D4039-DRL	68250100	OSE OFFSHORE CATERNG	\$ 14,060.27
					68720100	EMPL PERS & BUS 100%	\$ 2,469.21
					68730100	EMPL PERS & BUS 50%	\$ 867.43
					70000100	CONTRACT LBR-SURFACE	\$ 37,375.61
					70000200	CONTRACT LBR PROD OP	\$ 525.63
					70000300	CNTRCT-LBR PROJ SUPV	\$ 7,965.90
					70000600	CONTRACTOR-TRAVEL	\$ 26,166.45
					70000700	CONTRACT LBR-BUS ADM	\$ 2,134.04
					71290100	FUEL - DIESEL	\$ 895.30

				71290300	UTIL-OTHER & POT WTR	\$ 675.00
				71290700	FUEL- DSL/MOTOR TXBL	\$ 30,233.81
				71400100	CHEM & TREATING AGNT	\$ 16,413.27
				71900020	WELL PIPE - TBG < 2"	\$ 1,051.63
				71900021	WELL PIPE - TBG > 2"	\$ 52,563.09
				71900022	WELL PIPE CASING	\$ 563,978.62
				71900100	WELL EQUIP & MTLs	\$ 99,487.57
				71900110	WELLHEADS	\$ 64.41
				71900200	PIPE, VLVS & Ftgs	\$ 989.05
				71900210	LINE PIPE > 2"	\$ 1,418.97
				71900300	CSE - MTRLS & SUPPLY	\$ 1,419.19
				71900400	OSE STAT/MTLS/SUP	\$ 280.06
				71900500	MTL SPLY RPR PRTS	\$ 2,941.18
				71900510	FCR-Electrical Matrl	\$ 177.66
				71900900	FCR - Tanks	\$ 1,655.72
				71901400	FCR - Bldgs/Quarters	\$ 3,200.40
				71901800	DRILL BITS	\$ 169,655.68
				71901900	Drill & Compl fluid	\$ 147,677.21
				71909902	Othr Eqp Mtl Supl Co	\$ 588.70
				72010200	Prefabric Bldg rent	\$ 7,805.53
				72300100	SRF EQUIPMENT RENTAL	\$ 35,378.39
				72300200	WELL SERV EQUIP RENT	\$ 58,880.60
				72300600	PROD OPER EQP RENTAL	\$ 30,990.23
				73400300	OTHER LAND TRNSP SRV	\$ 41,685.74
				73400500	AIR TRANSP SERV -WBU	\$ 11,080.14
				73400700	HAULING SERVICES	\$ 126,422.00
				73400800	VACUUM TRUCK SVCS	\$ 69,251.67
				74100925	COMP SFTW CAN ELEC	\$ 1,061.76
				74200300	SOLID WASTE DISPOSAL	\$ 34,286.90
				74200600	WASTE WATER DISPOSAL	\$ 81,590.74
				74400001	WCR - RIG DWORK	\$ 424,603.66
				74400004	DRILLING FLUIDS	\$ 99,143.39
				74400011	WCR - PUMPING SRV	\$ 26,021.84
				74400017	WCR - CORING	\$ 7,311.15
				74400019	WCR - LOGGING WIRELI	\$ 448.16
				74400020	WCR - LOG WHILE DRIL	\$ 2,141.43
				74400021	WCR- LOGGING MUD	\$ 11,976.52
				74400024	WCR - CEMENT	\$ 47,120.38
				74400025	FISHING SRVS & TOOLS	\$ 5,953.40
				74400026	WCR - OTHER RTLS&SER	\$ 80,722.35
				74500100	CONTR EQUIP/SERV	\$ 4,683.32
				74500105	SERV - NON TAX MATLS	\$ 0.00
				74505000	MISC TAXES/TARRIFFS	\$ 26.50
				74550000	REPAIR AND MAINT	\$ 14,920.80
				75100156	ENVIRON CONSULTING	\$ 429.39
				75100200	ENGINEERING SERVICES	\$ 221,011.95
				75100300	XRAY/INSPECT	\$ 1,135.36
				75100310	SUB-SURF XRAY/INSP	\$ 6,751.65
				75450100	PUBLIC ACCNTG FEES	\$ 96,429.45
				75590200	OTHR PROF SERV & FEE	\$ 1,026.19

					75900800	MISC SERV & FEES	\$ 112,293.11
					76200300	COMMCTN:3RD PTY	\$ 1,535.00
					93890300	ATC-Co Vehicles/Ext	\$ 812.42
					94100100	Exception Time Othr	\$ 54,364.32
					Result		\$ 2,906,226.50
				Result			\$ 4,563,624.32
		UWDDDB-D4040	DB Antelope Ridge 11-24-34 #3H OSBL	UWDDDB-D4040-CNS	70000100	CONTRACT LBR-SURFACE	\$ 7,648.30
					70000200	CONTRACT LBR PROD OP	\$ 12,549.82
					70000700	CONTRACT LBR-BUS ADM	\$ 131.41
					71900500	MTL SPLY RPR PRTS	\$ 1,366.09
					71901300	FCR - Structural Mat	\$ 198.42
					73400300	OTHER LAND TRNSP SRV	\$ 1,351.46
					74500021	Site Work	\$ 155,595.18
					75100500	HES PERMIT COSTS	\$ 1,000.00
					75475000	Legal Fees	\$ 30,900.00
					75475100	Disbursements	\$ 176.46
					75590200	OTHR PROF SERV & FEE	\$ 14,368.46
					75900800	MISC SERV & FEES	\$ 6,554.29
					Result		\$ 231,839.89
				UWDDDB-D4040-ICE	70000100	CONTRACT LBR-SURFACE	\$ 6,756.31
					71900530	FCR-Instrumntn Matr	\$ 15,999.45
					71901300	FCR - Structural Mat	\$ 1,468.51
					73400300	OTHER LAND TRNSP SRV	\$ 247.94
					74500400	SHOP REPAIRS	\$ 4,434.00
					74500700	OSE CONT BLDG MAINT	\$ 10,467.45
					Result		\$ 39,373.66
				UWDDDB-D4040-MCH	68250100	OSE OFFSHORE CATERNG	\$ 74.18
					70000100	CONTRACT LBR-SURFACE	\$ 42,401.44
					70000200	CONTRACT LBR PROD OP	\$ 78,877.85
					70000600	CONTRACTOR-TRAVEL	\$ 37,569.76
					70000700	CONTRACT LBR-BUS ADM	\$ 3,027.60
					71290700	FUEL- DSL/MOTOR TXBL	\$ 416.57
					71900200	PIPE, VLVS & Figs	\$ 303,877.79
					71900500	MTL SPLY RPR PRTS	\$ 6,443.30
					71900510	FCR-Electrical Matr	\$ 2,983.71
					71900520	FCR-FIRE & SAFETY EQ	\$ 2,290.19
					71900530	FCR-Instrumntn Matr	\$ 81.04
					71900900	FCR - Tanks	\$ 147,417.84
					71909902	Othr Eqp Mtl Supl Co	\$ 749.05
					72300300	MOTOR VEHICLE RENTAL	\$ 32,476.50
					73400300	OTHER LAND TRNSP SRV	\$ 9,837.60
					74500021	Site Work	\$ 110,521.62
					74500100	CONTR EQUIP/SERV	\$ 14,190.44
					74500200	TECHNICAL SERVICES	\$ 2,523.01
					74501450	Crane with Operator	\$ 4,693.83
					Result		\$ 800,453.32
				Result			\$ 1,071,666.87
					TOTAL		\$ 5,635,291.19