

**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 TO
CONSIDER:**

**CASE NO. 16283
ORDER NO. R-20568**

**APPLICATION OF NOVO OIL & GAS, LLC FOR A NON-STANDARD SPACING AND
PRORATION UNIT AND COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO.**

**AMENDED APPLICATION OF NOVO OIL & GAS NORTHERN DELAWARE, LLC
FOR A NON-STANDARD SPACING AND PRORATION UNIT AND COMPULSORY
POOLING, EDDY COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at Santa Fe, New Mexico at 8:15 a.m. on July 12, 2018 before Examiner Michael A. McMillan and again on August 9, 2018 before Examiner Scott A. Dawson. The case was then amended and presented on February 21, 2019, before Examiner Michael A. McMillan.

NOW, on this 29th day of May 2019, 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 the subject matter.
- (2) Applicant seeks to compulsory pool all uncommitted oil and gas interests within a spacing unit, as that unit is described in the attached Exhibit "A".
- (3) Applicant seeks to dedicate the Proposed Well(s) detailed in Exhibit "A" to the Unit.
- (4) TDY Industries, LLC, Marathon Oil Permian, LLC, EOG Resources, and BTA Oil Producers each entered an appearance but did not oppose. No other party entered an appearance in this case or otherwise opposed this application.

(5) The Applicant stated in the initial Hearing that a depth severance exists within the Unit. COG Operating, LLC (COG) has 100 percent leasehold interest from the surface to the base of the 2nd Bone Spring member. COG operates the Road Lizard 5 Federal Well No. 2H which contains a horizontal spacing unit in the SW/4 NE/4 and W/2 SE/4 of Section 5, and the W/2 E/2 of Section 8, all in Township 23 South, Range 29 East, which produces from the 2nd Bone Spring Sand.

(6) Applicant appeared at the hearing through counsel and presented evidence to the effect that:

- (a) All completed well locations are expected to be standard or Applicant will apply administratively for approval of location exceptions.
- (b) Applicant stated at the Hearing that the depth severance is “all depths below 8773 feet subsurface to the stratigraphic equivalent of the base of the Bone Spring formation as delineated on the Type log for the Cartel Federal 2, API 30-015-23389 located in the SW/4 NE/4 and W/2 SE/4 of Section 5 and W/2 E/2 of Section 8, Township 23 South, Range 29 East, Eddy County, New Mexico.” (Type log)
- (c) The Affidavit by the geologist stated that 3rd Bone Spring Lime barrier will prevent communication between the 2nd and 3rd Bone Spring intervals and fracs for the proposed well will not extend into the 2nd Bone Spring interval.
- (d) The Affidavit by the engineer stated there is approximately 977 feet between the proposed target interval in the 3rd Bone Spring Sand and the top of the depth severance in the Type log.
- (e) The maximum frac height is not expected to exceed 100 feet.
- (f) Engineer stated there is over 300 feet of tight lime between the target interval and the depth severance in the Type log.
- (g) Notice was provided to all owners in the mineral estate within the Unit; irrespective if it had any interest in the proposed well and horizontal spacing unit.
- (h) Notice by certified mail was provided to all uncommitted interest owners in the proposed Unit whose interests were evidenced by a conveyance instrument, either of record or known to Applicant when the Application was filed, and to heirs known to Applicant of deceased persons who appear as owners in such instrument.
- (i) Notice to certain affected parties was posted in a newspaper of general circulation in the county as provided in Rule 19.15.4.12.B NMAC.

The Division finds and concludes that

(7) The engineering and geological testimony presented at the Hearing provided conclusive evidence that the completion methods in the 3rd Bone Spring Sand target interval will not adversely affect the mineral estate owners in the 2nd Bone Spring Sand within the horizontal limits of the Unit **and the application should be approved.**

(8) The initial suggested description did not specify whether the type log was a vertical or horizontal well or the specific footage depths. The well with the Type log was initially a Morrow test. The base of the Bone Spring formation at 9865 feet is clearly depicted in the Applicant's type log. This depth should be included in the depth severance description.

(9) Applicant stated that only the NW/4 SE/4 of Section 5 is governed by a depth severance.

(10) The pooled interval should be stated as "all depths below 8773` subsurface to the stratigraphic equivalent of the base of the Bone Spring formation at 9865 feet as delineated by the Type log for the Cartel Federal 2 [Cartel Well], API 30-015-23389."

(11) The non-standard spacing unit portion of the application is no longer needed and should be dismissed.

(12) If the location of any of the Well(s) is unorthodox when the well is completed under the spacing rules then in effect and applicable to the well, the operator must obtain a non-standard location approval prior to producing the well.

(13) 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.

(14) Applicant is owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the Well(s) to a common source of supply within the Unit at the described depths and location(s). Applicant should be allowed a one year period to complete at least one of the Well(s) after commencing drilling of the Well(s).

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

(16) 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 a just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas in the pooling depths or formation(s) within the Unit.

(17) To ensure protection of correlative rights, any pooled working interest owner whose address is known, and who has elected to participate under the terms of this order should be notified

before the Division grants any extension of the time provided herein for commencing drilling. Any such owner may file an application, with notice to the operator, requesting that the extension be denied.

(18) Infill wells within the Unit should be subject to Division Rules 19.15.13.9 NMAC through 19.15.13.10 NMAC, and to the terms and conditions of this order.

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

(20) Exhibit "A" and its details should be accepted and made a part of this order.

IT IS THEREFORE ORDERED THAT

(1) All uncommitted interests, whatever they may be, in the oil and gas within the spacing unit (or the portion thereof within the pooled vertical extent) described in Exhibit "A" are hereby pooled. Exhibit "A" is incorporated herein by this reference and made a part of this order for all purposes.

(2) The Unit shall be dedicated to the proposed "Well(s)".

(3) The request for approval of a non-standard spacing unit is dismissed.

(4) If any of the Well(s) is completed at an unorthodox location under applicable rules in effect at the time such well is completed, the operator shall provide notice and apply administratively for a location exception prior to producing the well.

(5) The operator of the Unit shall commence drilling the Well(s) on or before the end of the month in the year following the date of this order and shall thereafter continue drilling the Well(s) with due diligence to test the pooled formation or pooled vertical depths. The Well(s) shall be drilled approximately to the proposed true vertical and measured depths.

(6) In the event the operator does not commence drilling the Well(s) on or before the date provided in the foregoing paragraph, the compulsory pooling provision of this order shall be of no effect, unless the operator obtains a written time extension from the Division Director pursuant to a written request stating its reasons for such extension and attaching satisfactory evidence.

(7) In the event the operator does not commence completion operations within one year after commencement of drilling operations pursuant to this order, then the compulsory pooling provisions of this order shall be of no effect unless operator obtains a written time extension from the Division Director pursuant to a written request stating its reasons for such extension and attaching satisfactory evidence.

(8) The operator shall provide a copy of any request for extension of time to drill or complete any well filed with the Director pursuant to this order to each pooled working interest owner who has elected to participate in the drilling of any well that is the subject of the request. Such copy shall be sent at the same time the request is sent to the Director.

(9) Upon final plugging and abandonment of the Well(s) and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled unit created by this order shall terminate unless this order has been amended to authorize further operations.

(10) Infill wells within the Unit shall be subject to Division Rule 19.15.13.9 NMAC and to the terms and conditions of this order.

(11) 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 separate itemized schedules of estimated costs of drilling, completing and equipping each of the Well(s) ("well costs").

(12) Within 30 days from the date the schedule of estimated well costs for any well is furnished, any pooled working interest owner shall have the right to elect 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. Payment shall be rendered within 90 days after expiration of the 30-day election period and any such owner who pays its share of estimated well costs as provided above for any well shall remain liable for operating costs but shall not be liable for risk charges to the extent computed based on costs of such well. Pooled working interest owners who do not elect to pay their share of estimated well costs, or who do not render timely payment to the operator, as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(13) 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 of each well within 180 days following completion of the proposed well. If no objection to the actual well costs for any well is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule for such well, 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 for such well after public notice and hearing.

(14) Within 60 days following determination of reasonable well costs for any well, any pooled working interest owner who has paid its share of estimated costs of such well 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 for such well exceed its share of reasonable well costs.

(15) The operator is hereby authorized to withhold the following costs and charges from each non-consenting working interest owner's share of production from each well:

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

(16) During the cost recovery period, the operator shall furnish to the Division and to each known non-consenting pooled working interest owner, annually, and within 90 days after payout occurs, a schedule of all revenues attributable to each proposed well, and all charges for supervision and operating costs charged against such revenues. Operating costs shall include all reasonable costs incurred for the maintenance and operation of the well, except for "well costs" reported pursuant to prior ordering paragraphs, that are properly chargeable to the joint account pursuant to COPAS procedures. If no objection to the operating costs is received by the Division, and the Division has not objected, within 45 days following receipt of any schedule, the costs shall be deemed to be the reasonable operating costs. If there is an objection to the accuracy or reasonableness of operating costs reported within the 45-day period, the Division will determine reasonable operating costs after public notice and hearing.

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

(18) Reasonable charges for supervision (combined fixed rates) are hereby fixed at the rates shown in Exhibit "A" per month, per well, while drilling and while producing, provided that these rates shall be adjusted annually pursuant to the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from production from each well the proportionate share of both the supervision charges and the actual expenditures required for operating of such well, not more than what are reasonable, attributable to pooled working interest owners.

(19) Except as provided in the foregoing paragraphs, all proceeds from production from the Well(s) 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 sooner 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 70-8A-31, as amended).

(20) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for allocating costs and charges under this order. Any costs 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.

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

(22) The operator of the wells and Unit shall notify the Division in writing of the subsequent voluntary agreement of any party subject to the compulsory pooling provisions of this order.

(23) 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.



SEAL

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

A handwritten signature in blue ink, appearing to read 'ASandoval'.

ADRIENNE SANDOVAL
Director

Exhibit A

Applicant: Novo Oil & Gas Northern Delaware, LLC (Amended Application)
Operator: Novo Oil & Gas Northern Delaware LLC (OGRID 372090)

Cases Consolidated for the Amended Hearing: 16282 and 16283

Spacing Unit: Horizontal Oil
Building Blocks: quarter-quarter sections
Size (more or less): 320 acres (more or less)
Orientation of Unit: West to East
Unit Description: N/2 S/2 of Sections 4 and 5, Township 23 South, Range 29 East, NMPM, Eddy County, New Mexico

Pooling this Vertical Extent: Bone Spring Formation within depths:

Depth Severance? (Yes/No): Yes "all depths below 8773` subsurface to the stratigraphic equivalent of the base of the Bone Spring formation at 9865 feet as delineated by the Type log for the Cartel Federal 2 [Cartel Well], API 30-015-23389"

Pool: Culebra Bluff; Bone Spring, South (Pool code 15011)
Pool Spacing Unit Size: quarter-quarter sections
Governing Well Setbacks: Horizontal Oil Well Rules,
Pool Rules: Latest Horizontal Rules Apply

Proximity Tracts: N/A

Monthly charge for supervision: While drilling: \$8000 While producing: \$800

As the charge for risk, 200 percent of reasonable well costs.

Proposed Well:

Rana Salada Federal Com 05 04 Well No. 133H (API No. 30-015-Pending)

SHL: 1443 feet from the South line and 612 feet from the East line,
(Unit I) of Section 6, Township 23 South, Range 29 East, NMPM.
BHL: 1870 feet from the South line and 330 feet from the East line,
(Unit I) of Section 4, Township 23 South, Range 29 East, NMPM.

For the Proposed Well:

Completion Target: 3rd Bone Spring Sand at approximately 9750 feet TVD
Well Orientation: West to East
Completion Location expected to be: Standard