

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**Carlsbad Field Office**  
**OCD Hobbs**FORM APPROVED  
OMB NO. 1004-0137  
Expires: January 31, 2018**SUNDRY NOTICES AND REPORTS ON WELLS**  
**Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.**5. Lease Serial No.  
NMNM0245247

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

8. Well Name and No.  
MCELVAIN 09API Well No.  
30-025-38481-00-S110. Field and Pool or Exploratory Area  
LEK-DELAWARE11. County or Parish, State  
LEA COUNTY, NM**SUBMIT IN TRIPLICATE - Other Instructions on page 2**

## 1. Type of Well

☒ Oil Well ☐ Gas Well ☐ Other

## 2. Name of Operator

MCELVAIN OIL &amp; GAS PROP INC

Contact: SAMANTHA M HIGBEE

E-Mail: samantha.higbee@mcelvain.com

## 3a. Address

1050 17TH STREET SUITE 1800  
DENVER, CO 80265-18013b. Phone No. (include area code)  
Ph: 303-962-6501

## 4. Location of Well (Footage, Sec., T., R., M., or Survey Description)

Sec 25 T18S R33E SENW 1980FNL 1980FWL

## 12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Venting and/or Flaring
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

McElvain is respectfully requesting a ?royalty free? determination along with a 180 day flaring extension for this well. The regulatory basis for this request can found at 43 CFR 3179.201c(1).

This well has a nitrogen level in the gas that is over the gas contract specs and Durango Midstream LLC (DML), formerly Frontier Field Services has ceased purchasing the gas. McElvain is currently producing the wells and flaring the associated gas (under current BLM CFO approval) in an effort to continue to develop the oil resources.

## Cost vs. Revenue Analysis

McElvain estimates a minimum of \$8,600 per month to lease a small nitrogen rejection skid and place at this site. This is assuming we can even get the N2 rejection equipment procured. Systems this small are not readily available on the open market. Please see "CostvsRevenueMc9" attached for a

12K  
5-21-19**APPROVED TILL 4/6/2019**

14. I hereby certify that the foregoing is true and correct.

Electronic Submission #463619 verified by the BLM Well Information System  
For MCELVAIN OIL & GAS PROP INC, sent to the Hobbs  
Committed to AFMSS for processing by PRISCILLA PEREZ on 05/01/2019 (19PP1705SE)

Name (Printed/Typed) JOE K KELLOFF

Title VP, PRODUCTION &amp; BUS DEVELOP

Signature (Electronic Submission)

Date 04/30/2019

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved By /s/ Jonathon Shepard

Title Petroleum Engineer  
Office Carlsbad Field Office

MAY 03 2019

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**\*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED \*\***

## **Additional data for EC transaction #463619 that would not fit on the form**

### **32. Additional remarks, continued**

cost analysis. The cost analysis shows that the associated costs of leasing the system, would be prohibitive.

A nitrogen rejection system would be most cost effective at the DML central processing plant than at individual well sites throughout the field. DML has been approached by McElvain about this situation but McElvain has received no indication from DML that they are interested in pursuing this option.

#### **Beneficial Use of Flared Gas**

All of the flared gas that can be used (fuel gas for heater treaters ~3 mcf/d) on lease is already currently being used. We currently have no propane being used on the leases that we could be substituted for flared gas. All of the pumping unit prime movers are electric.

I have attached the file ?GasContract1\_5679? which includes this well and the stated nitrogen specs. I have also attached the most recent gas analysis for this well ('GAS\_ANALYSIS\_McElvain Federal 9\_GC2-43019-21\_2019-04-30').

	BOPM	Flared Gas/MCFM	Gas Revenue /Mth (if sold)	N2 Reject Cost /Mth (est)	Difference
McElvain #9 (DL)	359	966	\$2,898	\$8,600	-\$5,702
30-025-38481					
NMNM245247					
SE NW F-25-T18S-R33E					
<b>Totals</b>	<b>359</b>	<b>966</b>	<b>\$2,898</b>	<b>\$8,600</b>	<b>-\$5,702</b>

Net Gas price =\$2.5 /mcfd

Comment

**GAS PURCHASE CONTRACT /**

**Between**

**T. H. McELVAIN OIL & GAS LLLP**

**"Seller"**

**and**

**FRONTIER FIELD SERVICES, LLC**

**"Buyer"**

**Date: January 1, 2015**

*For McElvain 5, 6, 7, 9*

**@ @**

**L00317**

11/21/2014

**CONTRACT SUMMARY - Frontier Field Services, LLC**

Contract	Gas Purchase Contract
Contracting Party	Frontier Field Services, LLC
Contract Date	January 1, 2015
Amendments:	No
Contract No.	McElvain 100317, Frontier 30144
Contacts	Jeff Hull 918-388-8420
Area	Permian Basin (Lea County, NM)
Contract Type:	Gas and NGL purchase
Firm/IT service	Firm
Primary Term	January 1, 2015 to January 1, 2020
Termination Date:	January 1, 2020
Evergreen	year to year
Termination Notice:	60 days advance written notice
Services:	gas and ngl purchase
Maximum Daily Quantity	NA
Dedication	Yes, all production from the wells listed below
Receipt Points	wellhead
Purchase Point	Frontier's Maljamar plant outlet
Purchase Price	80/80 POP
Natural Gas	80% of the net residue gas revenues attributable to the wells listed below
NGL's	80% of the net product revenues attributable to the wells listed below
Volumes	all production from the wells listed below
Minimum Delivery Charge	\$200/mo on all meters with a monthly volume less than 300 Mcf
Minimum Delivery Obligation	NA
Delivery Pressure	Gas shall be delivered at volume sufficient to enter Frontier's gathering system. Frontier shall endeavor to operate its system at no more than 50 psig.
Payment Due Date	last day of the month
Amendments:	No
Date/Description	
Wells	McElvain 2,3,4,5,6,7,8,9

**3. TRANSPORTATION.**

- 3.1 Seller will have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer will have the sole responsibility for transporting the Gas from the Delivery Point(s).

**4. QUALITY.**

- 4.1 Unless otherwise specified in the Base Contract, Gas delivered hereunder will be commercially free of dust, gum, gum forming constituents, treating chemicals and solid matter that might adversely affect the gathering thereof and will conform to the following specifications:

(a)	Carbon Dioxide	Not more than 2 mole percent (2%)
(b)	Free Water and/or liquids	None
(c)	Hydrogen Sulfide	Not more than 1/4 grain per 100 Cubic Feet
(d)	Mercaptan Sulfur	Not more than 1/10 grain per 100 Cubic Feet
(e)	Total Sulfur	Not more than 0.5 grains per 100 Cubic Feet
(f)	Oxygen	Not more than 0.001 mole percent (0.001%)
→ (g)	Total Inerts	Not more than 3 mole percent (3%), including Nitrogen
(h)	Heating Value	Not less than 1100 Btu per Cubic Foot
(i)	Temperature	Not more than 120 degrees Fahrenheit

In the event the quality specifications of the Transporter receiving Residue Gas from Buyer contain additional or more restrictive quality specifications, Gas delivered hereunder shall also conform to such additional or more restrictive specifications.

- 4.2 Buyer shall not be required to receive Gas hereunder which does not meet the specifications of Section 4.1 above. The acceptance of Gas which does not meet the specifications of Section 4.1 will not be deemed a waiver of the right to require future deliveries to conform to said specifications. In any event, Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, losses, damages, liability, costs and expenses (including, without limitation, attorneys fees and costs) arising out of or relating to delivery of Gas hereunder at the Delivery Points which does not meet the specifications of Section 4.1 above.

**5. ALLOCATION PROCEDURES.**

- 5.1 Buyer is capable of selectively recovering certain Products from time to time. In Buyer's sole judgment, Buyer may decide to recover some or none of the Products from a particular delivery point or points (including a particular Delivery Point or Points) delivering Gas to the Plant(s).
- 5.2 If Buyer decides to recover less than the total Products recoverable from any delivery point or points (including any Delivery Point or Points), then it will determine on a delivery point by delivery point basis the total theoretical gallons that it wishes to recover. In any event, Products will be allocated to the delivery points from which Buyer elected to recover on a pro-rata basis (as determined by Buyer), based on the available data concerning the delivery point(s).
- 5.3 The Residue Gas will be allocated on a pro-rata basis (as determined by Buyer) to all delivery point(s) (including the Delivery Points) based upon the total Btus from each delivery point, as determined from available data, and the total Btus of Residue Gas sold, and taking into account on a delivery point by delivery point basis the Product shrinkage attributable to such delivery point, if any, and the Allocated Fuel, Allocated Flare and System Use attributable to such delivery point (as determined by Buyer).
- 5.4 All allocations of Products and Residue Gas hereunder will be based on measurements and tests attributable to the Dedicated Gas. Seller agrees that this information is sufficient to make the allocations described herein.

**6. MEASUREMENT AND TESTING.**

- 6.1 The volume of Gas delivered to the Delivery Point(s) will be computed in accordance with the methods prescribed in Gas Measurement Committee Report No. 3 and/or Report No. 7, Natural Gas Department, American Gas Association, including the Appendix and any amendments or supplements thereto. The measurement and tests for quantity and quality of Gas will be made at the Delivery Point(s).
- 6.2 Buyer will install and maintain at no cost to Seller a natural gas measuring station at the Delivery Point(s) equipped with an orifice meter and either an electronic flow recorder or a mechanical chart integrator of standard design and manufacture. The measurements of this measuring station will fix the total quantity of Gas delivery at the Delivery Point(s) and will be deemed the exclusive method of measuring Gas delivered to Buyer.

**EXHIBIT B**

**DEDICATED WELLS**

All located in Lea County, New Mexico

<b><u>DEDICATED WELLS</u></b>	<b><u>LEGAL DESCRIPTION AND API#</u></b>
<b>MCELVAIN #2</b>	<b>NWSW of Section 29-T18S-R34E, API #30-025-27543</b>
<b>MCELVAIN #3</b>	<b>SWSW of Section 30-T18S-R34E, API #30-025-28557</b>
<b>MCELVAIN #4</b>	<b>SWSE of Section 25-T18S-R33E, API #30-025-28997</b>
<b>MCELVAIN #5</b>	<b>SWSW of Section 25-T18S-R33E, API #30-025-29051</b>
<b>MCELVAIN #6</b>	<b>NWSW of Section 25-T18S-R33E, API #30-025-37948</b>
<b>MCELVAIN #7</b>	<b>NWSE of Section 25-T18S-R33E, API #30-025-38040</b>
<b>MCELVAIN #8</b>	<b>NWSW of Section 30-T18S-R34E, API #30-025-38012</b>
<b>MCELVAIN #9</b>	<b>SENE of Section 25-T18S-R34E, API #30-025-38481</b>
<b>MCELVAIN #10</b>	<b>NWSW of Section 31-T18S-R34E, API #30-025-39520</b>



**Inficon Micro GC Fusion F08904 R03RR2**

	Sample Information
Sample Name	McElvain__McElvain 9__GC2-43019-21
Station Number	N/A
Lease Name	McElvain 9
Analysis For	McElvain Energy
Producer	McElvain Energy
Field Name	N/A
County/State	Lea,NM
Frequency/Spot Sample	Spot
Sampling Method	Fill Empty
Sample Deg F	N/A
Atmos Deg F	61
Flow Rate	N/A
Line PSIG	38
Date/Time Sampled	4-30-19
Cylinder Number	N/A
Cylinder Clean Date	N/A
Sampled By	Irvin Rangel
Analysis By	Pat Silvas
Verified/Calibration Date	4-29-19
Report Date	2019-04-30 14:22:03

**Component Results**

Component Name	Ret. Time	Peak Area	Norm%	PPMV	GPM (Dry) (Gal. / 1000 cu.ft.)
Nitrogen	22.560	49326.2	9.98904	99890.400	0.000
H2S	46.000	0.0	0.00123	12.300	0.000
Methane	23.440	243655.4	63.44685	634468.500	0.000
Carbon Dioxide	27.480	308.4	0.05233	523.300	0.000
Ethane	36.800	80849.0	12.58973	125897.300	3.380
Propane	77.820	71308.0	8.27218	82721.800	2.288
i-butane	28.800	64389.3	0.97107	9710.700	0.319
n-Butane	30.360	155754.3	2.26323	22632.300	0.716
i-pentane	35.440	51427.2	0.63395	6339.500	0.233
n-Pentane	37.500	50542.3	0.60645	6064.500	0.221
Hexanes Plus	120.000	99826.0	1.17394	11739.400	0.511
Total:			100.00000	1000000.000	7.669

**Results Summary**

Result	Dry	Sat. (Base)
Total Raw Mole% (Dry)	97.19365	
Pressure Base (psia)	14.730	
Temperature Base	60.00	
Gross Heating Value (BTU / Ideal cu.ft.)	1290.0	1267.6
Gross Heating Value (BTU / Real cu.ft.)	1295.5	1273.5
Relative Density (G), Ideal	0.8391	0.8353
Relative Density (G), Real	0.8423	0.8388
Compressibility (Z) Factor	0.9958	0.9954