



August 16, 2024

New Mexico Oil Conservation Division  
1220 South Saint France Drive  
Santa Fe, NM 87505

RE: ***Application for Pool and Lease Commingle Permit for Wells at the Welch C 28 State Com Tank Battery in Eddy County, New Mexico***

Dear Mr. McClure:

Spur Energy Partners LLC is filing a surface commingling application for pool and lease commingling of oil, gas and water at their Welch C 28 State Com Tank Battery. This application includes a total of 4 wells but also seeks approval for the ability to add future wells and leases to this facility.

Commingling will not reduce the total value of production.

If you need any additional information, you can contact myself at 832-930-8613 or at [schapman@spurenergy.com](mailto:schapman@spurenergy.com).

Thank you,

*Sarah Chapman*

Regulatory Director

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: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

### 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.**

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Signature

*Sarah Chapman*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 e-mail Address

Santa Fe Main Office  
Phone: (505) 476-3441 Fax: (55) 476-3462  
General Information  
Phone: (505) 629-6116

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

**OIL CONSERVATION DIVISION**

1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

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: SPUR ENERGY PARTNERS LLC

OPERATOR ADDRESS: 9655 KATY FREEWAY, SUITE 500, HOUSTON, TX 77024

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_

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
SEE ATTACHED.					

(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)

(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. RED LAKE; QUEEN-GRAYBURG-SA (51300) AND ARTESIA; GLORIETA-YESO (O) (96830)

(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: Sarah Chapman TITLE: REGULATORY DIRECTOR DATE: 08/14/2024

TYPE OR PRINT NAME SARAH CHAPMAN TELEPHONE NO.: 832-930-8613

E-MAIL ADDRESS: SCHAPMAN@SPURENERGY.COM

Santa Fe Main Office

Phone: (505) 476-3441 Fax: (55) 476-3462

General Information

Phone: (505) 629-6116

Online Phone Directory Visit:

<https://www.emnrd.nm.gov/ocd/contact-us/>State of New Mexico  
Energy, Minerals and Natural ResourcesForm C-103  
Revised July 18, 2013OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

<b>SUNDRY NOTICES AND REPORTS ON WELLS</b> (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.) 1. Type of Well: Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>		WELL API NO. 30-015-54024 5. Indicate Type of Lease STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/> 6. State Oil & Gas Lease No.
2. Name of Operator SPUR ENERGY PARTNERS LLC		7. Lease Name or Unit Agreement Name WELCH CD 28 SA STATE COM 8. Well Number 10H
3. Address of Operator 9655 KATY FREEWAY, SUITE 500, HOUSTON, TX 77024		9. OGRID Number 328947 10. Pool name or Wildcat RED LAKE; QUEEN-GRAYBURG-SA
4. Well Location Unit Letter <u>L</u> : <u>2124</u> feet from the <u>SOUTH</u> line and <u>598</u> feet from the <u>WEST</u> line Section <u>27</u> Township <u>17S</u> Range <u>28E</u> NMPM <u>EDDY</u> County		
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3681' GR		

## 12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

## NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK ☐ PLUG AND ABANDON ☐  
 TEMPORARILY ABANDON ☐ CHANGE PLANS ☐  
 PULL OR ALTER CASING ☐ MULTIPLE COMPL ☐  
 DOWNHOLE COMMINGLE ☐  
 CLOSED-LOOP SYSTEM ☐  
 OTHER: SURFACE COMMINGLING ☒

## SUBSEQUENT REPORT OF:

REMEDIAL WORK ☐ ALTERING CASING ☐  
 COMMENCE DRILLING OPNS. ☐ P AND A ☐  
 CASING/CEMENT JOB ☐

OTHER: ☐

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Spur Energy Partners LLC respectfully requests to surface commingle production from the following wells:

Welch CD 28 SA State Com 10H 3001554024 Red Lake; Queen-Grayburg-SA (51300)  
 Welch CD 28 State Com 20H 3001554023 Artesia; Glorieta-Yeso (O) (96830)  
 Welch CD 28 State Com 70H 3001554026 Artesia; Glorieta-Yeso (O) (96830)  
 Welch CD 28 State Com 90H 3001554025 Artesia; Glorieta-Yeso (O) (96830)

Spud Date:

Rig Release Date:

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

SIGNATURE Sarah Chapman TITLE REGULATORY DIRECTOR DATE \_\_\_\_\_

Type or print name SARAH CHAPMAN E-mail address: SCHAPMAN@SPURENERGY.COM PHONE: 832-930-8613  
**For State Use Only**

APPROVED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 Conditions of Approval (if any): \_\_\_\_\_

## APPLICATION FOR SURFACE COMMINGLING DIVERSE OWNERSHIP

Spur Energy Partners LLC (“Spur”) respectfully requests to surface pool commingle oil and gas from the following wells:

TABLE 1 – LEASE AND WELL INFO							
Well	API	Location	Pool	Oil BOPD	API Grav	Gas MCFD	Gas BTU
Welch CD 28 SA State Com 10H	3001554024	NWSW 27-17S 28E	51300, Red Lake; Queen-Grayburg-SA	216*	31.1*	453*	1303*
Welch CD 28 State Com 20H	3001554023	NWSW 27-17S 28E	96830, Artesia; Glorieta-Yeso (O)	313*	37.6*	342*	1214*
Welch CD 28 State Com 70H	3001554026	NWSW 27-17S 28E	96830, Artesia; Glorieta-Yeso (O)	310*	37.6*	500*	1214*
Welch CD 28 State Com 90H	3001554025	NWSW 27-17S 28E	96830, Artesia; Glorieta-Yeso (O)	310*	37.6*	500*	1214*

\*Projected pending completion

**GENERAL INFORMATION:**

- See Lease Map for breakdown of State of New Mexico Lease Information.
- The central tank battery to service the subject wells is located in the NW4/SW4 (Unit L) of Section 27, Township 17 South, Range 28 East, Eddy County, New Mexico.
- An application to commingle production from the subject wells is being submitted to the NMOCD and New Mexico State Land Office.
- Enclosed is (1) map that displays the leases, Communitization agreements, location of the subject wells, and the proposed CTB, (2) a process flow diagram and (3) C-102 plats for each of the wells.

**FUTURE ADDITONS:**

Pursuant to Statewide Rule 19.15.12.10C)(4)(g) Spur respectfully requests the option to include additional pools or leases with the defined parameters set forth in the order for future additions.

**PROCESS AND FLOW DESCRIPTIONS:**

The production from each will flow into a dedicated 3-phase separator. The production stream will be separated into three independent streams (gas, oil and water) by the separator and each stream will be measured individually after it exits the separator. The gas will be measured using a senior orifice meter and used to allocate total volume measured at the sales meter.

Welch CD 28 SA State Com 10H gas allocation meter is an ABB orifice meter (S/N W240754012)

Welch CD 28 State Com 20H gas allocation meter is an ABB orifice meter (S/N W240754019)

Welch CD 28 State Com 70H gas allocation meter is an ABB orifice meter (S/N W240754014)

Welch CD 28 State Com 90H gas allocation meter is an ABB orifice meter (S/N W240754016)

## APPLICATION FOR SURFACE COMMINGLING DIVERSE OWNERSHIP

The oil from the separators will be measured using Coriolis and turbine meters:

Welch CD 28 SA State Com 10H oil allocation meter is a Coriolis meter (S/N 14280185)

Welch CD 28 State Com 20H oil allocation meter is a turbine meter (S/N 1220851150223)

Welch CD 28 State Com 70H oil allocation meter is a turbine meter (S/N 1220851153023)

Welch CD 28 State Com 90H oil allocation meter is a turbine meter (S/N 1220851153223)

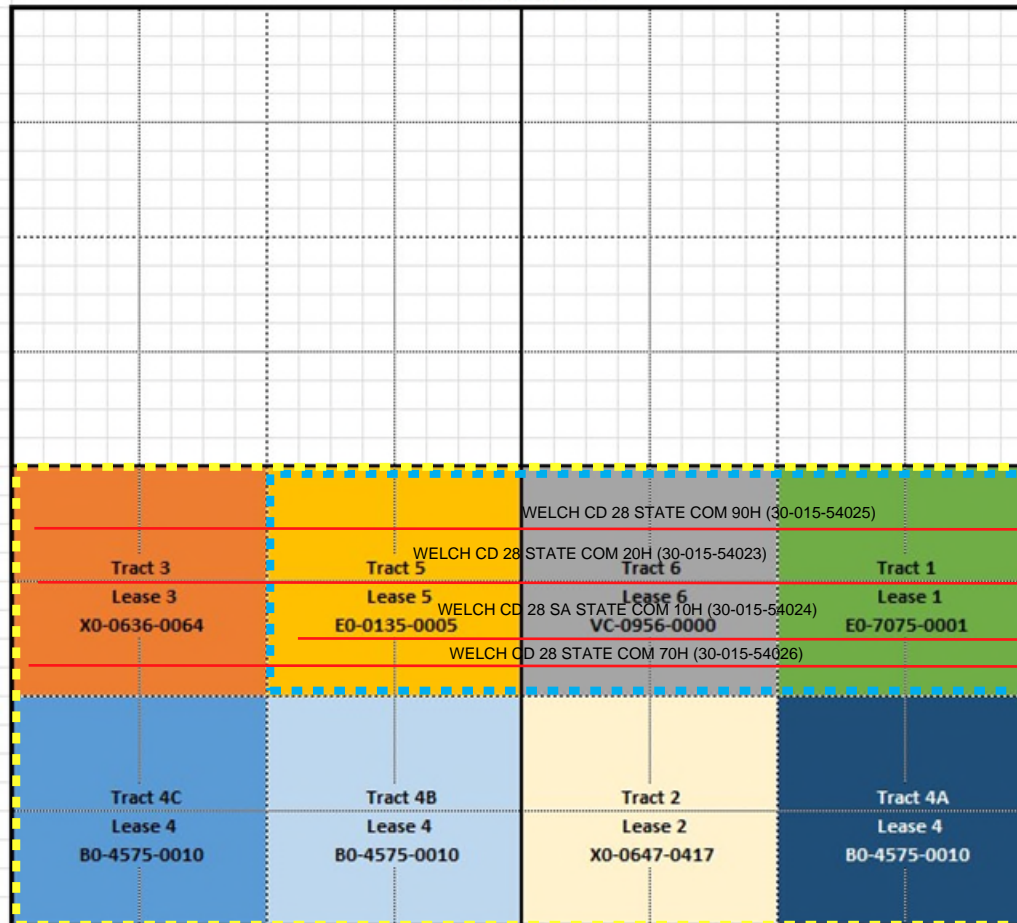
The water will be measured using a turbine meter. The water from each separator will be combined into a common line and flow into three (3) 1000 barrel coated steel tanks. Guided wave radar is used to measure water volumes in these tanks. The water is then pumped and/or trucked to a saltwater disposal well. The oil from each separator will be combined into a common line and flow into a Vapor Recovery Tower (VRT) and then flow into three (3) 1000 barrel coated steel tanks. Guided wave radar is used to measure the oil and water volumes in these tanks. Oil is pumped out of the tanks through a LACT equipped with a Coriolis meter into a truck or pipeline. After the gas from each separator is measured it is combined into a common line and flow into a two-phase separator to remove any remaining liquids. After leaving the two-phase separator the gas flows to an ABB senior orifice meter (S/N 18G070501) that serves as the sales and custody transfer point. The gas from the VRT is compressed by a vapor recovery unit (VRU) and then measured by an ABB orifice meter (S/N W233636908). The gas from the vapor recovery system is combined with the gas from the 3-phase separators. In the event of an emergency, the gas will flow through the high pressure flare meter (S/N W233636907) to the flare and the wells will be shut in as soon as possible.





**Welch CD**  
**Township 17 South, Range 28 East, NMPM**  
**Section 28**  
**Eddy County, New Mexico**

**Section 28**



Welch CD DSU

Township 17 South, Range 28 East, NMPM

Section 28: S/2

320.00 acres

Eddy County, New Mexico

Tract 1: NE/4SE/4, 40.00 acres

Tract 2: SW/4SE/4, 40.00 acres

Tract 3: NW/4SW/4, 40.00 acres

Tract 4A: SE/4SE/4, 40.00 acres

Tract 4B: SE/4SW/4, 40.00 acres

Tract 4C: SW/4SW/4, 40.00 acres

Tract 5: NE/4SW/4, 40.00 acres

Tract 6: NW/4SE/4, 40.00 acres



Welch C 28 State Com CTB



Welch CD 28 State Com CA



Welch CD SA 28 State Com CA



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  
☒ AS-COMPLETED

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-54024</b>	<sup>2</sup> Pool Code <b>51300</b>	<sup>3</sup> Pool Name <b>RED LAKE; QUEEN-GRAYBURG-SA</b>
<sup>4</sup> Property Code <b>334570</b>	<sup>5</sup> Property Name <b>WELCH CD 28 SA STATE COM</b>	<sup>6</sup> Well Number <b>10H</b>
<sup>7</sup> OGRID NO. <b>328947</b>	<sup>8</sup> Operator Name <b>SPUR ENERGY PARTNERS LLC.</b>	<sup>9</sup> Elevation <b>3681'</b>

<sup>10</sup> Surface Location

UL or lot no. <b>L</b>	Section <b>27</b>	Township <b>17S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2124</b>	North/South line <b>SOUTH</b>	Feet From the <b>598</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. <b>K</b>	Section <b>28</b>	Township <b>17S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>1870</b>	North/South line <b>SOUTH</b>	Feet from the <b>1351</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
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<sup>12</sup> Dedicated Acres <b>120</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.

<p><sup>16</sup></p> <p><b>GEODETIC DATA</b> NAD 83 GRID - NM EAST</p> <p><b>SURFACE LOCATION (SL)</b> N: 656365.6 - E: 591362.2 LAT: 32.8042733° N LONG: 104.1705199° W</p> <p><b>KICK OFF POINT (KOP)</b> 1936' FSL &amp; 765' FWL SEC. 27 N: 656179.7 - E: 591526.8 LAT: 32.8037616° N LONG: 104.1699851° W MD: 1784.0 - TVD: 1757.6</p> <p><b>FIRST TAKE POINT (FTP)</b> 1866' FSL &amp; 106' FWL SEC. 28 N: 656098.4 - E: 590655.4 LAT: 32.8035416° N LONG: 104.1728216° W MD: 3129.0 - TVD: 2630.9</p> <p><b>LAST TAKE POINT (LTP)</b> 1870' FSL &amp; 1421' FWL SEC. 28 N: 656010.1 - E: 586986.6 LAT: 32.8033138° N LONG: 104.1847628° W MD: 6800.0 - TVD: 2586.3</p>	<p><b>CORNER DATA</b> NAD 83 GRID - NM EAST</p> <p>A: FOUND BRASS CAP "1941" N: 654104.0 - E: 585547.5</p> <p>B: FOUND BRASS CAP "1941" N: 656702.1 - E: 585573.1</p> <p>C: FOUND BRASS CAP "1941" N: 659297.8 - E: 585602.6</p> <p>D: FOUND BRASS CAP "1941" N: 659377.1 - E: 588198.9</p> <p>E: FOUND BRASS CAP "1941" N: 659457.7 - E: 590794.9</p> <p>F: FOUND BRASS CAP "1941" N: 659466.8 - E: 593406.4</p> <p>G: FOUND BRASS CAP "1941" N: 659475.1 - E: 596017.9</p> <p>H: FOUND BRASS CAP "1941" N: 656886.5 - E: 595997.7</p> <p>I: FOUND BRASS CAP "1941" N: 654298.0 - E: 595977.3</p> <p>J: FOUND BRASS CAP "1941" N: 654266.7 - E: 593360.1</p> <p>K: FOUND BRASS CAP "1941" N: 654235.0 - E: 590741.9</p> <p>L: FOUND BRASS CAP "1941" N: 654169.8 - E: 588139.7</p> <p>M: FOUND BRASS CAP "1941" N: 656846.0 - E: 590769.0</p>	<p><b><sup>17</sup> OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Sarah Chapman</i> 07/31/2024 Signature Date</p> <p><b>SARAH CHAPMAN</b> Printed Name</p> <p><b>SCHAPMAN@SPURENERGY.COM</b> E-mail Address</p>
	<p><b><sup>18</sup> SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p><b>07/18/2024</b> Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p><b>DALE E. BELL</b> NEW MEXICO 14400 PROFESSIONAL SURVEYOR</p> <p><b>14400</b> Certificate Number</p> <p><b>07/30/2024</b></p> <p><b>Job No. LS22121338AC</b></p>	

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  
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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  
☒ AS-COMPLETED

## WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30-015-54023</b>		2 Pool Code <b>96830</b>		3 Pool Name <b>ARTESIA; GLORIETA-YESO (O)</b>	
4 Property Code <b>334569</b>		5 Property Name <b>WELCH CD 28 STATE COM</b>			6 Well Number <b>20H</b>
7 OGRID NO. <b>328947</b>		8 Operator Name <b>SPUR ENERGY PARTNERS LLC.</b>			9 Elevation <b>3681'</b>

## 10 Surface Location

UL or lot no. <b>L</b>	Section <b>27</b>	Township <b>17S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2143</b>	North/South line <b>SOUTH</b>	Feet From the <b>605</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
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## 11 Bottom Hole Location If Different From Surface

UL or lot no. <b>L</b>	Section <b>28</b>	Township <b>17S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2004</b>	North/South line <b>SOUTH</b>	Feet from the <b>54</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
12 Dedicated Acres <b>320</b>		13 Joint or Infill		14 Consolidation Code		15 Order No.			

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

<p>16</p> <p><b>GEODETIC DATA</b> NAD 83 GRID - NM EAST</p> <p><b>SURFACE LOCATION (SL)</b> N: 656384.3 - E: 591369.4 LAT: 32.8043245° N LONG: 104.1704965° W</p> <p><b>BOTTOM HOLE (BH)</b> N: 656108.9 - E: 585620.8 LAT: 32.8035905° N LONG: 104.1892073° W MD: 9408.0 - TVD: 3751.0</p> <p><b>KICK OFF POINT (KOP)</b> 2039' FSL &amp; 845' FWL SEC. 27 N: 656284.0 - E: 591608.5 LAT: 32.8040478° N LONG: 104.1697189° W MD: 2851.0 - TVD: 2836.3</p> <p><b>FIRST TAKE POINT (FTP)</b> 2005' FSL &amp; 115' FWL SEC. 28 N: 656236.4 - E: 590647.6 LAT: 32.8039210° N LONG: 104.1728464° W MD: 4378.0 - TVD: 3850.9</p> <p><b>LAST TAKE POINT (LTP)</b> 2004' FSL &amp; 101' FWL SEC. 28 N: 656111.0 - E: 585685.8 LAT: 32.8035960° N LONG: 104.1889958° W MD: 9343.0 - TVD: 3751.6</p>		<p><b>CORNER DATA</b> NAD 83 GRID - NM EAST</p> <p>A: FOUND BRASS CAP "1941" N: 654104.0 - E: 585547.5</p> <p>B: FOUND BRASS CAP "1941" N: 656702.1 - E: 585573.1</p> <p>C: FOUND BRASS CAP "1941" N: 659297.8 - E: 585602.6</p> <p>D: FOUND BRASS CAP "1941" N: 659377.1 - E: 588198.9</p> <p>E: FOUND BRASS CAP "1941" N: 659457.7 - E: 590794.9</p> <p>F: FOUND BRASS CAP "1941" N: 659466.8 - E: 593406.4</p> <p>G: FOUND BRASS CAP "1941" N: 659475.1 - E: 596017.9</p> <p>H: FOUND BRASS CAP "1941" N: 656886.5 - E: 595997.7</p> <p>I: FOUND BRASS CAP "1941" N: 654298.0 - E: 595977.3</p> <p>J: FOUND BRASS CAP "1941" N: 654266.7 - E: 593360.1</p> <p>K: FOUND BRASS CAP "1941" N: 654235.0 - E: 590741.9</p> <p>L: FOUND BRASS CAP "1941" N: 654169.8 - E: 588139.7</p> <p>M: FOUND BRASS CAP "1941" N: 656846.0 - E: 590769.0</p>		<p>17 <b>OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Sarah Chapman</i> 07/31/2024 Signature Date <b>SARAH CHAPMAN</b> Printed Name <b>SCHAPMAN@SPURENERGY.COM</b> E-mail Address</p>	
		<p>18 <b>SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p><b>07/13/2024</b> Date of Survey Signature and Seal of Professional Surveyor <b>DALE E. BELL</b> NEW MEXICO 14400 PROFESSIONAL SURVEYOR 07/30/2024 <b>14400</b> Certificate Number Job No. <b>LS22121333AC</b></p>			

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  
☒ AS-COMPLETED

## WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30-015-54026</b>		2 Pool Code <b>96830</b>		3 Pool Name <b>ARTESIA; GLORIETA-YESO (O)</b>		
4 Property Code <b>334569</b>		5 Property Name <b>WELCH CD 28 STATE COM</b>			6 Well Number <b>70H</b>	
7 OGRID NO. <b>328947</b>		8 Operator Name <b>SPUR ENERGY PARTNERS LLC.</b>			9 Elevation <b>3682'</b>	

## 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
<b>L</b>	<b>27</b>	<b>17S</b>	<b>28E</b>		<b>2106</b>	<b>SOUTH</b>	<b>591</b>	<b>WEST</b>	<b>EDDY</b>

## 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
<b>L</b>	<b>28</b>	<b>17S</b>	<b>28E</b>		<b>1587</b>	<b>SOUTH</b>	<b>50</b>	<b>WEST</b>	<b>EDDY</b>
12 Dedicated Acres <b>320</b>		13 Joint or Infill		14 Consolidation Code		15 Order No.			

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

<p>16</p> <p><b>GEODETIC DATA</b> NAD 83 GRID - NM EAST</p> <p><b>SURFACE LOCATION (SL)</b> N: 656347.0 - E: 591355.0 LAT: 32.8042220° N LONG: 104.1705436° W</p> <p><b>KICK OFF POINT (KOP)</b> 1673' FSL &amp; 840' FWL SEC. 27 N: 655917.9 - E: 591599.6 LAT: 32.8030415° N LONG: 104.1697497° W MD: 3505.0 - TVD: 3454.4</p> <p><b>FIRST TAKE POINT (FTP)</b> 1601' FSL &amp; 102' FEL SEC. 28 N: 655832.6 - E: 590656.5 LAT: 32.8028110° N LONG: 104.1728196° W MD: 4985.0 - TVD: 4434.0</p> <p><b>LAST TAKE POINT (LTP)</b> 1588' FSL &amp; 121' FWL SEC. 28 N: 655695.3 - E: 585684.5 LAT: 32.8024535° N LONG: 104.1890020° W MD: 9962.0 - TVD: 4347.8</p>	<p><b>CORNER DATA</b> NAD 83 GRID - NM EAST</p> <p>A: FOUND BRASS CAP "1941" N: 654104.0 - E: 585547.5</p> <p>B: FOUND BRASS CAP "1941" N: 656702.1 - E: 585573.1</p> <p>C: FOUND BRASS CAP "1941" N: 659297.8 - E: 585602.6</p> <p>D: FOUND BRASS CAP "1941" N: 659377.1 - E: 588198.9</p> <p>E: FOUND BRASS CAP "1941" N: 659457.7 - E: 590794.9</p> <p>F: FOUND BRASS CAP "1941" N: 659466.8 - E: 593406.4</p> <p>G: FOUND BRASS CAP "1941" N: 659475.1 - E: 596017.9</p> <p>H: FOUND BRASS CAP "1941" N: 656886.5 - E: 595997.7</p> <p>I: FOUND BRASS CAP "1941" N: 654298.0 - E: 595977.3</p> <p>J: FOUND BRASS CAP "1941" N: 654266.7 - E: 593360.1</p> <p>K: FOUND BRASS CAP "1941" N: 654235.0 - E: 590741.9</p> <p>L: FOUND BRASS CAP "1941" N: 654169.8 - E: 588139.7</p> <p>M: FOUND BRASS CAP "1941" N: 656846.0 - E: 590769.0</p>	<p><b>17 OPERATOR CERTIFICATION</b> 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.</p> <p><i>Sarah Chapman</i> 07/31/2024 Signature Date</p> <p><b>SARAH CHAPMAN</b> Printed Name</p> <p><b>SCHAPMAN@SPURENERGY.COM</b> E-mail Address</p>
<p>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.</p> <p><b>07/18/2024</b> Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p><b>14400</b> Certificate Number</p> <p><b>DALE E. BELL</b> NEW MEXICO 14400 07/30/2024 PROFESSIONAL SURVEYOR</p>		<p><b>Job No. LS22121335AC</b></p>

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30-015-54025</b>		2 Pool Code <b>96830</b>		3 Pool Name <b>ARTESIA; GLORIETA-YESO (O)</b>		
4 Property Code <b>334569</b>		5 Property Name <b>WELCH CD 28 STATE COM</b>			6 Well Number <b>90H</b>	
7 OGRID NO. <b>328947</b>		8 Operator Name <b>SPUR ENERGY PARTNERS LLC.</b>			9 Elevation <b>3681'</b>	

## 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
<b>L</b>	<b>27</b>	<b>17S</b>	<b>28E</b>		<b>2161</b>	<b>SOUTH</b>	<b>612</b>	<b>WEST</b>	<b>EDDY</b>

## 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
<b>L</b>	<b>28</b>	<b>17S</b>	<b>28E</b>		<b>2207</b>	<b>SOUTH</b>	<b>50</b>	<b>WEST</b>	<b>EDDY</b>
12 Dedicated Acres <b>320</b>		13 Joint or Infill		14 Consolidation Code		15 Order No.			

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

<p>16</p> <p><u>GEODETTIC DATA</u> NAD 83 GRID - NM EAST</p> <p><u>SURFACE LOCATION (SL)</u> N: 656403.0 - E: 591376.6 LAT: 32.8043759° N LONG: 104.1704729° W</p> <p><u>KICK OFF POINT (KOP)</u> 2261' FSL &amp; 840' FWL SEC. 27 N: 656506.3 - E: 591605.3 LAT: 32.8046589° N LONG: 104.1697280° W MD: 3816.0 - TVD: 3806.6</p> <p><u>FIRST TAKE POINT (FTP)</u> 2255' FSL &amp; 102' FWL SEC. 28 N: 656487.2 - E: 590663.4 LAT: 32.8046104° N LONG: 104.1727936° W MD: 5281.0 - TVD: 4775.0</p> <p><u>LAST TAKE POINT (LTP)</u> 2208' FSL &amp; 120' FWL SEC. 28 N: 656315.5 - E: 585689.1 LAT: 32.8041580° N LONG: 104.1889841° W MD: 10260.0 - TVD: 4694.6</p>	<p><u>CORNER DATA</u> NAD 83 GRID - NM EAST</p> <p>A: FOUND BRASS CAP "1941" N: 654104.0 - E: 585547.5</p> <p>B: FOUND BRASS CAP "1941" N: 656702.1 - E: 585573.1</p> <p>C: FOUND BRASS CAP "1941" N: 659297.8 - E: 585602.6</p> <p>D: FOUND BRASS CAP "1941" N: 659377.1 - E: 588198.9</p> <p>E: FOUND BRASS CAP "1941" N: 659457.7 - E: 590794.9</p> <p>F: FOUND BRASS CAP "1941" N: 659466.8 - E: 593406.4</p> <p>G: FOUND BRASS CAP "1941" N: 659475.1 - E: 596017.9</p> <p>H: FOUND BRASS CAP "1941" N: 656886.5 - E: 595997.7</p> <p>I: FOUND BRASS CAP "1941" N: 654298.0 - E: 595977.3</p> <p>J: FOUND BRASS CAP "1941" N: 654266.7 - E: 593360.1</p> <p>K: FOUND BRASS CAP "1941" N: 654235.0 - E: 590741.9</p> <p>L: FOUND BRASS CAP "1941" N: 654169.8 - E: 588139.7</p> <p>M: FOUND BRASS CAP "1941" N: 656846.0 - E: 590769.0</p>	<p>17 <b>OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Sarah Chapman</i> 07/31/2024 Signature Date</p> <p><b>SARAH CHAPMAN</b> Printed Name</p> <p><b>SCHAPMAN@SPURENERGY.COM</b> E-mail Address</p>

**COMMISSIONER**

Stephanie Garcia Richard

**State of New Mexico  
Commissioner of Public Lands**310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148**COMMISSIONER'S OFFICE**

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Scott Hartman  
Spur Energy Partners LLC  
9655 Katy Freeway, Suite 500  
Houston, TX 77024July 10<sup>th</sup>, 2024Re: Communitization Agreement Approval  
Welch CD 28 State Com #010H  
Vertical Extent: Artesia; Glorieta-Yeso  
Township: 17 South, Range 28 East, NMPM  
Section 28: S2

Eddy County, New Mexico

Dear Mr. Hartman,

The Commissioner of Public Lands has this date approved the Welch CD 28 State Com #010H Communitization Agreement for the Artesia; Glorieta-Yeso formation effective 3-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*Joseph Thompson  
Petroleum Specialist



**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 State Com #010H  
Empire; Glorieta-Yeso  
Township: 17 South, Range: 28 East, NMPM  
Section 28: S2**

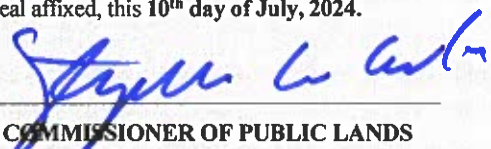
**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **10<sup>th</sup>** day of July, 2024.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 State Com #010H  
Empire; Glorieta-Yeso  
Township: 17 South, Range: 28 East, NMPM  
Section 28: S2**

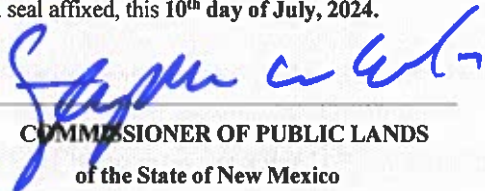
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 10<sup>th</sup> day of July, 2024.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico



**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 State Com #010H  
Empire; Glorieta-Yeso  
Township: 17 South, Range: 28 East, NMPM  
Section 28: S2**

**Eddy County, New Mexico**

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- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
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NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 10<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

New Mexico State Land Office  
Oil, Gas, & Minerals Division

STATE/STATE OR  
STATE/FEE  
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-015 - 54300

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of March [month], 2024, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Artesia; Glorieta-Yeso (O) (Code 96830) formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE  
version

State/State

1

2024 APR 25 AM 10:08

Released to Imaging: 11/12/2025 9:43:47 AM

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: S/2

Of Sect(s): 28 Twp: 17S Rng: 28E NMPM Eddy County, NM

Containing 320 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

2024 APR 25 AM 10:08

2024 APR 25 AM 10:08

4. Spur Energy Partners LLC shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Spur Energy Partners LLC. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

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version

State/State

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10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.



16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Commissioner of Public Lands: \_\_\_\_\_ Date: \_\_\_\_\_

2024 APR 25 AM 10:08

OPERATOR: Spur Energy Partners LLC

BY: Nash Bell - Vice President of Land (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

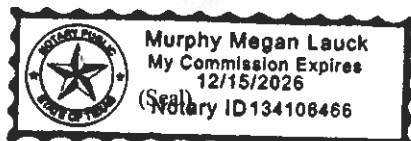
**Acknowledgment in an Representative Capacity**

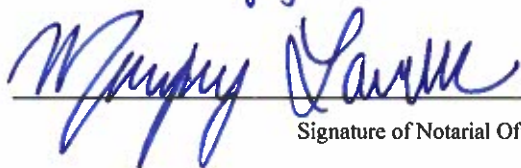
State of **TEXAS** )  
County of **HARRIS** )

This instrument was acknowledged before me on \_\_\_\_\_ Date : April 23, 2024

By: Nash Bell, VP of Land of Spur Energy Partners LLC.

Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 12/15/2026

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version

State/State



Lease # and Lessee of Record: 1 - Occidental Permian Limited Partnership 157984

BY: James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent) SCD

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

2024 APR 25 AM 10:08

**Acknowledgment in an Representative Capacity**

State of Texas )  
County of Harris )

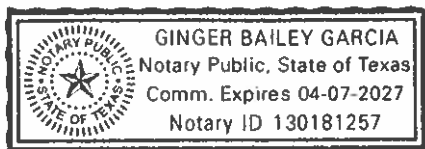
This instrument was acknowledged before me on March 5, 2024 Date: \_\_\_\_\_  
By: James Laning, Attorney-in-Fact of Occidental Permian Limited Partnership, a Texas Limited Partnership.

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: 4/7/2027



ONLINE  
version

State/State

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2024 APR 25 AM 10:08

 (Signature of Authorized Agent)

**(Signature of Authorized Agent)**

AB

Rahuly & owner (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

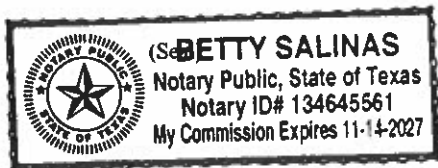
State of )  
County of )  
SS)

This instrument was acknowledged before me on

Date 02.22.2024

By Betty Salinas

Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 11-14-2027

### Acknowledgment in an Representative Capacity

State of )  
County of )  
SS)

**This instrument was acknowledged before me on**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer \_\_\_\_\_

My commission expires: \_\_\_\_\_

 (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of )  
County of )  
SS)

This instrument was acknowledged before me on

Date \_\_\_\_\_

By

Name(s) of Person(s)

(Seal)

**Signature of Notarial Officer**

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

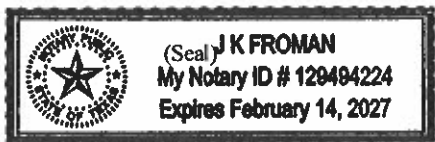
State of Texas )  
County of midland )  
SS)

This instrument was acknowledged before me on

Date: 05/28/02

By: Weki-Harmon Hudson

Name(s) of Person(s)



Signature of Notarial Officer

**Signature of Notarial Officer**

My commission expires: 02/14/2027

BY: Jon-Harold Hogg, Attorney-in-Fact (Name and Title of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of )  
County of )  
SS)

This instrument was acknowledged before me on \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

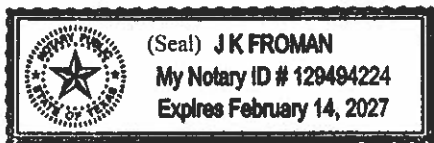
### Acknowledgment in an Representative Capacity

State of Texas )  
County of midland )  
SS)

This instrument was acknowledged before me on

Date: 03/28/2024

By: John-Henry Holley  
Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 02/14/2027

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version

State/State

Lease # and Lessee of Record: 5 - ConocoPhillips Co. & Chisos, Ltd.

BY: MARSHALL BAKER, CEO (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

2024 APR 25 AM 10:08

**Acknowledgment in an Representative Capacity**

State of Texas )  
County of Harris )

This instrument was acknowledged before me on

Date: 2/15/2024

By: Marshall Baker

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 7/10/2024

Lease # and Lessee of Record: 6 - SEP Permian LLC

BY: NASH BELL - VP OF LAND (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

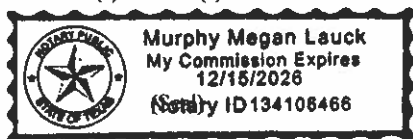
State of TEXAS )  
County of HARRIS )

This instrument was acknowledged before me on

Date: April 23, 2024

By: NASH BELL, VP-LAND OF SEP Permian LLC.

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 12/15/2026

2024 APR 25 AM 10:08



**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated March 1, 2024  
by and between Spur Energy Partners LLC, (Operator) Occidental Permian Limited Partnership,  
WPX Energy Permian, LLC, Walter Granberry Jr. ConocoPhillips Company,  
ConocoPhillips Co. & Chisos, Ltd., SEP Permian LLC, (Record Title Holders/Lessees of Record) covering  
the Subdivisions : S/2

Sect(s): 28, Twnshp 17S, Rnge: 28E, NMPM Eddy County, NM  
Limited in depth from 3,500 ft to 5,624 ft. (enter here what is granted in pooling order if  
applicable)

OPERATOR of Communitized Area: Spur Energy Partners LLC

**DESCRIPTION OF LEASES COMMITTED:**

**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: Occidental Permian Limited Partnership

Serial No. of Lease: E0-7075-0001 Date of Lease: 4/10/1953

Description of Lands Committed:

Subdivisions: NE/4 SE/4

Sect(s): 28 Twnshp: 17S, Rng: 28E NMPM Eddy County NM

No. of Acres: 40

**TRACT NO. 2**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: WPX Energy Permian, LLC

Serial No. of Lease: X0-0647-0417 Date of Lease: 11/14/1922

Description of Lands Committed:

Subdivisions: SW/4 SE/4

Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NM

No. of Acres: 40

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August, 2021

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**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Walter Granberry Jr.Serial No. of Lease: X0-0636-0064 Date of Lease: 8/1/1922

Description of Lands Committed:

Subdivisions: NW/4 SW/4Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NMNo. of Acres: 40**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: ConocoPhillips CompanySerial No. of Lease: B0-4575-0010 Date of Lease: 7/10/1935

Description of Lands Committed:

Subdivisions: S/2 SW/4 and SE4 SE4Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NMNo. of Acres: 120**TRACT NO. 5**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: ConocoPhillips Co. & Chisos, Ltd.Serial No. of Lease: E0-0135-0005 Date of Lease: 7/10/1935

Description of Lands Committed:

Subdivisions: NE/4 SW/4Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NMNo. of Acres: 40

2024 APR 25 AM 10:08

**TRACT NO. 6**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: SEP Permian LLCSerial No. of Lease: VC-0956-0000Date of Lease: 4/1/2022

Description of Lands Committed:

Subdivisions: NW/4 SE/4Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NMNo. of Acres: 40**RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>40</u>	<u>12.5%</u>
No. 2	<u>40</u>	<u>12.5%</u>
No. 3	<u>40</u>	<u>12.5%</u>
No. 4	<u>120</u>	<u>37.5%</u>
No. 5	<u>40</u>	<u>12.5%</u>
No. 6	<u>40</u>	<u>12.5%</u>
TOTALS	<u>320</u>	<u>100%</u>

2024 APR 25 AM 10:08

**COMMISSIONER**

Stephanie Garcia Richard

*State of New Mexico*  
*Commissioner of Public Lands*310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148**COMMISSIONER'S OFFICE**

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Scott Hartman  
Spur Energy Partners LLC  
9655 Katy Freeway, Suite 500  
Houston, TX 77024May 20<sup>th</sup>, 2024Re: Communitization Agreement Approval  
Welch CD 28 SA State Com #010H  
Vertical Extent: Red Lake; Queen-Grayburg-SA  
Township: 17 South, Range 28 East, NMPM  
Section 28: N2SE4, NE4SW4

Eddy County, New Mexico

Dear Mr. Hartman,

The Commissioner of Public Lands has this date approved the Welch CD 28 SA State Com #010H Communitization Agreement for the Red Lake; Queen-Grayburg-SA formation effective 3-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*Joseph Thompson  
Petroleum Specialist

**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 SA State Com #010H  
Red Lake; Queen-Grayburg-SA  
Township: 17 South, Range: 28 East, NMPM  
Section 28: N2SE4, NE4SW4**

**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 20<sup>th</sup> day of May, 2024.



**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico



**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 SA State Com #010H  
Red Lake; Queen-Grayburg-SA  
Township: 17 South, Range: 28 East, NMPM  
Section 28: N2SE4, NE4SW4**

**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 20<sup>th</sup> day of May, 2024.



**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Spur Energy Partners LLC  
Welch CD 28 SA State Com #010H  
Red Lake; Queen-Grayburg-SA  
Township: 17 South, Range: 28 East, NMPM  
Section 28: N2SE4, NE4SW4**

**Eddy County, New Mexico**

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 20<sup>th</sup> day of May, 2024.



**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico



New Mexico State Land Office  
Oil, Gas, & Minerals Division

STATE/STATE OR  
STATE/FEE  
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-015 - 54024

2024 APR 25 AM 10:07

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of March [month], 2024, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Red Lake; Queen-Grayburg-SA Pool (Code 51300) formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE  
version

State/State

1

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: N/2 SE/4 and NE/4 SW/4

Of Sect(s): 28 Twp: 17S Rng: 28E NMPM Eddy County, NM

Containing 120 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

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4. Spur Energy Partners LLC shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Spur Energy Partners LLC. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

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10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

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16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Commissioner of Public Lands: \_\_\_\_\_ Date: \_\_\_\_\_

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OPERATOR: Spur Energy Partners LLC

BY: Nash Bell - Vice President of Land (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of **TEXAS** )  
County of **HARRIS** )

This instrument was acknowledged before me on \_\_\_\_\_ Date : April 23, 2024

By: Nash Bell, VP - Land of Spur Energy Partners LLC

Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 12/15/2024

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Lease # and Lessee of Record: 1 - Occidental Permian Limited Partnership 157984

BY: James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

500

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date

By \_\_\_\_\_  
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

2024 APR 25 AM 10:07

**Acknowledgment in an Representative Capacity**

State of Texas )  
County of Harris )

This instrument was acknowledged before me on March 5, 2024 Date:

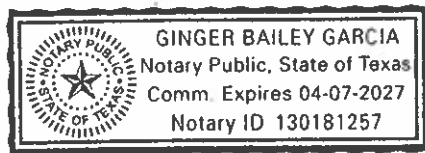
By: James Laning, Attorney-in-Fact of Occidental Permian Limited Partnership, a Texas Limited Partnership.

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: 4/7/2027



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Lease # and Lessee of Record: 3 - SEP Permian LLC

BY: NASH BELL-VP OF LAND (Name and Title of Authorized Agent)

Nash Bell (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
County of )

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of TEXAS )  
County of HARRIS )

This instrument was acknowledged before me on

Date: April 23, 2024

By: NASH BELL, VP-LAND OF SEP Permian LLC.

Name(s) of Person(s)



Murphy Lauck  
Signature of Notarial Officer

My commission expires: 12/15/2026

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version

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**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated March 1, 2024  
by and between Spur Energy Partners LLC, (Operator) Occidental Permian Limited Partnership  
ConocoPhillips Co. & Chisos, Ltd., \_\_\_\_\_,

\_\_\_\_\_. (Record Title Holders/Lessees of Record) covering  
the Subdivisions : N/2 SE/4 and NE/4 SW/4

Sect(s): 28, Twnshp 17S, Rnge: 28E, NMPM Eddy County, NM  
Limited in depth from 2,099 ft to 3,109 ft. (enter here what is granted in pooling order if  
applicable)

OPERATOR of Communitized Area: Spur Energy Partners LLC

**DESCRIPTION OF LEASES COMMITTED:****TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: Occidental Permian, Ltd.

Serial No. of Lease: E0-7075-0001 Date of Lease: 4/10/1953

Description of Lands Committed:

Subdivisions: NE4 SE4

Sect(s): 28 Twnshp: 17S, Rng: 28E NMPM Eddy County NM

No. of Acres: 40

**TRACT NO. 2**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: ConocoPhillips Co. and Chisos, Ltd.

Serial No. of Lease: E0-135-0005 Date of Lease: 2/10/1945

Description of Lands Committed:

Subdivisions: NE4 SW4

Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NM

No. of Acres: 40

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**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: SEP Permian LLCSerial No. of Lease: VC-956-0000Date of Lease: 4/1/2022

Description of Lands Committed:

Subdivisions: NW4 SE4Sect(s): 28 Twnshp: 17S Rng: 28E NMPM Eddy County, NMNo. of Acres: 40**RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>40</u>	<u>33.3333%</u>
No. 2	<u>40</u>	<u>33.3333%</u>
No. 3	<u>40</u>	<u>33.3334%</u>
TOTALS	<u>120</u>	<u>100%</u>





## Certificate of Analysis

Number: 6030-22040342-001A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Jerry Mathews  
 Spur Energy  
 1012 Marquez Place, Suite 106b  
 Santa Fe, NM 87505

Apr. 25, 2022

Station Name:	Welch A 28 St 20H	Sampled By:	Nathan Payne
Station Number:	79410129	Sample Of:	Gas Spot
Station Location:	Spur	Sample Date:	04/20/2022
Sample Point:	Meter Run	Sample Conditions:	71 psig, @ 100 °F Ambient: 91 °F
Type of Sample:	Spot-Cylinder	Effective Date:	04/20/2022
Heat Trace Used:	N/A	Method:	GPA-2261M
Sampling Method:	Fill and Purge	Cylinder No:	5030-00518
Sampling Company:	SPL	Instrument:	6030_GC6 (Inficon GC-3000 Micro)
Analyzed:	04/25/2022 10:42:25 by ERG	Last Inst. Cal.:	04/25/2022 0:00 AM

## Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.30000	0.453		GPM TOTAL C2+	6.765
Nitrogen	1.825	1.83531	2.278		GPM TOTAL C3+	3.337
Methane	72.822	73.24522	52.073		GPM TOTAL iC5+	0.795
Carbon Dioxide	1.091	1.09735	2.140			
Ethane	12.694	12.76753	17.012	3.428		
Propane	6.059	6.09394	11.908	1.685		
Iso-butane	0.771	0.77508	1.996	0.255		
n-Butane	1.891	1.90220	4.899	0.602		
Iso-pentane	0.493	0.49617	1.586	0.182		
n-Pentane	0.518	0.52142	1.667	0.190		
Hexanes Plus	0.960	0.96578	3.988	0.423		
	99.124	100.00000	100.000	6.765		

<b>Calculated Physical Properties</b>	<b>Total</b>	<b>C6+</b>
Relative Density Real Gas	0.7821	3.2176
Calculated Molecular Weight	22.57	93.19
Compressibility Factor	0.9959	
<b>GPA 2172 Calculation:</b>		
<b>Calculated Gross BTU per ft<sup>3</sup> @ 14.73 psia &amp; 60°F</b>		
Real Gas Dry BTU	1307	5141
Water Sat. Gas Base BTU	1285	5052
Ideal, Gross HV - Dry at 14.73 psia	1301.5	5141.1
Ideal, Gross HV - Wet	1278.8	5051.6

**Comments:** H<sub>2</sub>S Field Content 0.3 %  
 Mcf/day 480

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.

AFFIDAVIT OF PUBLICATION

CARLSBAD CURRENT-ARGUS  
PO BOX 507  
HUTCHINSON, KS 67504-0507

STATE OF NEW MEXICO } SS  
COUNTY OF EDDY }

Account Number: 777  
Ad Number: 10050  
Description: Spur Energy Notice  
Ad Cost: \$69.06

Nicole Bitton, being first duly sworn, says:

That she is the Agent of the the Carlsbad Current-Argus, a Weekly newspaper of general circulation, printed and published in Carlsbad, Eddy County, New Mexico; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

August 20, 2024

That said newspaper was regularly issued and circulated on those dates.  
SIGNED:

*N Bitton*

Agent

Subscribed to and sworn to me this 20<sup>th</sup> day of August 2024.

**KELLI METZGER**

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES OCTOBER 19, 2024

Notary Public

*Van Wert* County *Ohio*

ID#: \_\_\_\_\_  
My commission expires: *Oct. 19, 2024*

NOTICE OF APPLICATION  
FOR SURFACE  
COMMINGLING

Spur Energy Partners LLC located at 9655 Katy Freeway, Suite 500, Houston, TX 77024 is applying with the NMOC for a surface commingling permit for oil and gas production at the Welch C 28 State Com Tank Battery. The facility is located in Eddy County in Section 27 T17S R28E. Wells going to the battery are located in Section 27 T17S R28E and are drilled through Section 28 T17S R28E. Production is from the Artesia; Glorieta-Yeso (O) and Red Lake; Queen-Grayburg-SA pools. Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the divisions Santa Fe office within 20 days of publication, or the NMOC may approve the application.

Any questions concerning this application should be directed to Sarah Chapman, Regulatory Director at [schapman@spurenergy.com](mailto:schapman@spurenergy.com) or 832-930-8613.

10050-Published in the Carlsbad Current-Argus on Aug 20, 2024.

Susan Lopez  
Spur Energy Partners  
P.O. Box 810  
Artesia, NM 88211

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY SPUR ENERGY PARTNERS, LLC**

**ORDER NO. PLC-1050**

**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. Spur Energy Partners, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas 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 and gas 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 and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas 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 and gas 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.

**CONCLUSIONS OF LAW**

8. 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.

9. 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.
10. 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.
11. 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.
12. Commingling of oil and gas 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.
13. 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.
14. 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 and gas production from the pools, leases, and wells as described in Exhibit A.

Applicant is authorized to store and measure oil and gas 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 and gas 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 and gas 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. The allocation of oil and gas 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 and gas 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.

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. 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.
5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas 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 and gas 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.
8. 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.
9. 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 and gas production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).

12. 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**



**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 11/10/2025



State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-1050**

Operator: **Spur Energy Partners, LLC (328947)**

Central Tank Battery: **Welch C 28 State Com Central Tank Battery**

Central Tank Battery Location: **UL L, Section 27, Township 17 South, Range 28 East**

Gas Title Transfer Meter Location: **UL L, Section 27, Township 17 South, Range 28 East**

### Pools

Pool Name	Pool Code
<b>RED LAKE;QUEEN-GRAYBURG-SA</b>	<b>51300</b>
<b>ARTESIA; GLORIETA-YESO (O)</b>	<b>96830</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
<b>CA Glorietta-Yeso SLO 204965 PUN 1404971</b>	<b>S2</b>	<b>28-17S-28E</b>
<b>CA Grayburg SLO 204924 PUN 1404420</b>	<b>N2SE, NESW</b>	<b>28-17S-28E</b>

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
<b>30-015-54024</b>	<b>WELCH CD 28 SA STATE COM #010H</b>	<b>N2SE, NESW</b>	<b>28-17S-28E</b>	<b>51300</b>
<b>30-015-54023</b>	<b>WELCH CD 28 STATE COM #020H</b>	<b>S2</b>	<b>28-17S-28E</b>	<b>96830</b>
<b>30-015-54026</b>	<b>WELCH CD 28 STATE COM #070H</b>	<b>S2</b>	<b>28-17S-28E</b>	<b>96830</b>
<b>30-015-54025</b>	<b>WELCH CD 28 STATE COM #090H</b>	<b>S2</b>	<b>28-17S-28E</b>	<b>96830</b>

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 374794

CONDITIONS

Operator: Spur Energy Partners LLC 9655 Katy Freeway Houston, TX 77024	OGRID: 328947
	Action Number: 374794
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	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 <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	11/12/2025