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

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION FOR THE PURPOSE OF
CONSIDERING:
Case Nos. 25283, 25284

HEARING
DATE: Tuesday, May 27, 2025
TIME: 8:53 a.m.
BEFORE: Hearing Examiner Gregory A. Chakalian
LOCATION: Pecos Hall, Wendell Chino Building
1220 South Saint Francis Drive
Santa Fe, NM 87505
REPORTED BY: James Cogswell
JOB NO.: 7341721

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A P P E A R A N C E S (Cont'd)

ALSO PRESENT:

Andrew Fordyce, Technical Examiner
(by videoconference)

Freya Tschantz, Law Clerk

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3	Cases 25283 and 25284		
4	Permian:		
5	Exhibit A	Self-affirmed Statement of	
6		Ryan Curry, A1 - A10	12/16
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13	Exhibit A	Rebuttal Land, A11 - 17	12/16
14	Exhibit C	Rebuttal Engineering C11	
15		and C12	12/16
16	MRC:		
17	Exhibit A	Self-affirmed Statement of	
18		Clay Wooten, Landman	14/17
19	Exhibit B	Self-affirmed Statement of	
20		Andrew Parker, Geologist	14/17
21	Exhibit C	Self-affirmed Statement of	
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24	Exhibit 1	Rebuttal	14/274
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P R O C E E D I N G S

THE HEARING EXAMINER: All right. Good morning. It is May 27, 2025. It is 8:53 a.m. We'll start about seven minutes early. Today we are conducting a special hearing for two cases that are objected to. We have case 25284/25283, Permian Operating, LLC. May I have entries of appearance please?

MS. HARDY: Good morning, Mr. Examiner. Dana Hardy and Jaclyn McLean with Hardy McLean on behalf of Permian Resources Operator.

THE HEARING EXAMINER: Good morning.

MR. RANKIN: Good morning, Mr. Examiner. May it please The Division, Adam Rankin with the Santa Fe office of Holland & Hart today with my colleague, Paula Vance, on behalf of Matador, MRC Premium Company.

THE HEARING EXAMINER: Thank you. In the imaging --

MR. HOLLIDAY: Excuse me. I'm sorry.

THE HEARING EXAMINER: Oh, Mr. Holliday?

MR. HOLLIDAY: Yes. Ben Holliday on behalf of Powderhorn Resources Operator.

THE HEARING EXAMINER: Did you say

1 Powderhorn?

2 MR. HOLLIDAY: Yes, sir.

3 THE HEARING EXAMINER: Thank you. And
4 what's your positioning during this hearing?

5 MR. HOLLIDAY: We are not taking a
6 position. Just observing.

7 THE HEARING EXAMINER: You're
8 observing? Okay. So by the way, if you do have a
9 question for a witness, will you do me a favor and
10 raise your hand so I can see it on the screen?

11 MR. HOLLIDAY: Yes, sir.

12 THE HEARING EXAMINER: Thank you.

13 Ms. Hatley?

14 MS. HATLEY: Good morning,
15 Mr. Examiner. Keri Hatley entering an appearance on
16 behalf of COG Operating and Concho Oil & Gas.

17 THE HEARING EXAMINER: And your
18 position?

19 MS. HATLEY: Just monitoring.

20 THE HEARING EXAMINER: Thank you.
21 Again, if you have a question, just raise your hand.

22 MS. HATLEY: Thank you.

23 THE HEARING EXAMINER: All right.

24 Thank you.

25 Let's start with Permian. What

1 exhibits have you filed?

2 Oh, there's more?

3 MS. KESSLER: Excuse me, Mr. Examiner.
4 I apologize. Jordan Kessler, EOG resources. And we
5 will be entering an appearance today monitoring the
6 case, but also ensuring that our position remains
7 neutral. Thank you.

8 THE HEARING EXAMINER: Great. Thank
9 you. Are there any other entries of appearance before
10 I begin? And today we have Mr. Andrew Fordyce as our
11 Technical Examiner.

12 Mr. Fordyce, are you ready to proceed?

13 MR. FORDYCE: Yes, Mr. Examiner.

14 THE HEARING EXAMINER: Okay. Did you
15 have anything you wanted to say before we get started?

16 MR. FORDYCE: No, sir.

17 THE HEARING EXAMINER: Okay. And I
18 know you saw that there were some rebuttal exhibits,
19 so we're going to talk about the exhibits now with the
20 parties.

21 Let me start. Ms. Hardy, I see your
22 microphone is on, so you're going to speak to the
23 exhibits?

24 MS. HARDY: Yes.

25 THE HEARING EXAMINER: What have you

1 filed?

2 MS. HARDY: We filed in both cases
3 timely last week under the hearing order deadline.
4 Our exhibits, which include the Self-affirmed
5 Statement of Ryan Curry, and that is Exhibit A with
6 Sub-Exhibits A1 through A10. Exhibit B is the Self-
7 affirmed Statement of our geologist, Chris Cantin, and
8 he has Exhibit B and B1 through B7.

9 And then our reservoir engineer is Sam
10 Hamilton, and he has Exhibit C with Sub-Exhibits C1
11 through C10. And then our Notice Exhibits are Exhibit
12 D and Sub-Exhibits D1 through D4. And we have filed
13 that same set of exhibits in each case.

14 And then we submitted on Monday by
15 noon, which was our agreement with Mr. Rankin, our
16 rebuttal exhibits.

17 (Permian Exhibit A through Exhibit D
18 were marked for identification.)

19 (Permian Rebuttal Exhibit A and
20 Exhibit C were marked for
21 identification.)

22 THE HEARING EXAMINER: Well, let me
23 find your rebuttal exhibits. I think I have them
24 here.

25 MS. HARDY: And I think they are in the

1 imaging system as of now.

2 THE HEARING EXAMINER: Permian. I see
3 Permian Rebuttals. I see them. It is a ten page
4 document?

5 MS. HARDY: Yes. It's exhibits --

6 THE HEARING EXAMINER: Okay. So of the
7 witnesses that you named, who is here today in person?

8 MS. HARDY: All three of them are here
9 in person.

10 THE HEARING EXAMINER: All three?

11 MS. HARDY: Yes.

12 THE HEARING EXAMINER: Have they -- I
13 recognize some of the names. Have all of them been
14 previously qualified as experts in their field?

15 MS. HARDY: They have.

16 THE HEARING EXAMINER: By this
17 Division?

18 MS. HARDY: Yes.

19 THE HEARING EXAMINER: Thank you.
20 Okay.

21 Mr. Rankin, Ms. Vance, I'm not sure
22 who's speaking?

23 MR. RANKIN: Good morning, Mr. Hearing
24 Officer. I'll be taking the lead on this case.

25 THE HEARING EXAMINER: Okay.

1 MR. RANKIN: Ms. Vance will be helping
2 as well. Mr. Hearing Officer, in this case, we filed
3 the set of exhibits last week. They're Matador
4 Exhibits A, B, and C, which are the Affidavits or
5 Self-affirmed Statements of Mr. Clay Wooten, one
6 moment, Mr. Andrew Parker, and Mr. Tanner Schulz.

7 THE HEARING EXAMINER: I see them. And
8 then you don't have notice, do you?

9 MR. RANKIN: We have no notice because
10 we did not file competing application. Matador, in
11 this case, is seeking a development plan. It's
12 proposed a development plan that does not require
13 pooling. In this case, it's subject to a 1964 joint
14 operating agreement. And so we did not file competing
15 applications.

16 We also filed by noon yesterday
17 Rebuttal Exhibits. There are MRC Rebuttal Exhibit 1,
18 2, and 3.

19 (MRC Exhibit A, Exhibit B, and
20 Exhibit C were marked for
21 identification.)

22 (MRC Rebuttal Exhibit 1, Exhibit 2, and
23 Exhibit 3 were marked for
24 identification.)

25 THE HEARING EXAMINER: Let me find

1 those. Hold on a minute.

2 MR. RANKIN: We may not have filed
3 them, submitted them to The Division just yet, but
4 they may be in process.

5 THE HEARING EXAMINER: Okay. They must
6 be in process.

7 Ms. Tschantz, do you happen to see
8 Mr. Rankin's Matador rebuttals?

9 MS. TSCHANTZ: I do. They were filed
10 under a motion tag, so I didn't immediately notice
11 them. So I'll accept them right now.

12 THE HEARING EXAMINER: Thank you.

13 Mr. Rankin, are they part of a motion,
14 or are they just exhibits?

15 MR. RANKIN: No. They're just
16 rebuttals -- exhibits that were submitted for filing.

17 THE HEARING EXAMINER: And Ms. Hardy,
18 have you seen the rebuttal exhibits that Mr. Rankin
19 filed?

20 MS. HARDY: Yes, I have.

21 THE HEARING EXAMINER: Okay. Great.

22 And Mr. Rankin, have you seen the
23 rebuttal exhibits that Ms. Hardy filed?

24 MR. RANKIN: I have.

25 THE HEARING EXAMINER: Okay. Good.

1 Okay. Let's -- we'll deal with opening statements in
2 just a moment, Mr. Rankin. But what I came to you for
3 is to decide whether or not you will stipulate to the
4 admission of Permian's exhibits, both the direct
5 exhibits and the rebuttal exhibits?

6 MR. RANKIN: No objection to the
7 submission of those exhibits into the record.

8 THE HEARING EXAMINER: Okay. Thank
9 you.

10 So, Mr. Court Reporter, Permian's
11 direct and rebuttal exhibits are all admitted through
12 stipulation. Okay.

13 (Permian Exhibit A through Exhibit D
14 were received into evidence.)

15 (Permian Rebuttal Exhibit A and
16 Exhibit C were received into evidence.)

17 THE HEARING EXAMINER: Now, Ms. Hardy,
18 I'm coming to you for the same purpose. Have you
19 seen -- you said yes. So will you stipulate to the
20 admission to evidence of Mr. Rankin's Matador
21 exhibits?

22 MS. HARDY: I will stipulate to the
23 admission of the direct testimony and exhibits. I
24 can't tell exactly from the rebuttal exhibits what
25 they are or how they'll be used, I speculate. So I'd

1 like to see those or how they're going to be used and
2 what exactly they are before I stipulate to their
3 admission. I don't anticipate objecting, but it's not
4 clear to me at this point.

5 THE HEARING EXAMINER: Okay.

6 Mr. Rankin -- well, so are you saying then, Ms. Hardy,
7 that that -- do you have a question for Mr. Rankin, or
8 do you just want to see how these play out during the
9 testimony?

10 MS. HARDY: I'd like to see how the
11 rebuttal exhibits play out during the testimony.

12 THE HEARING EXAMINER: Okay.

13 So Mr. Rankin, your direct exhibits are
14 all admitted through stipulation, but your rebuttal
15 exhibits have not yet been admitted into evidence.

16 (MRC Exhibit A, Exhibit B, and
17 Exhibit C were received into evidence.)

18 MR. RANKIN: Okay.

19 THE HEARING EXAMINER: Okay. Which
20 party wants -- I -- well, I think, Ms. Hardy, it's
21 your burden here of persuasion. So I'm going to ask
22 you to go first; present your case first. Do you have
23 a problem with your witnesses presenting both their
24 direct and their rebuttal testimony at the same time
25 when they are on the witness stand?

1 MS. HARDY: I do not. I would like to
2 reserve the right in case Matador brings up any new
3 issues that we haven't addressed to recall witnesses
4 if necessary after they --

5 THE HEARING EXAMINER: You always have
6 that right, so you don't even need to reserve it with
7 me. You always have that right.

8 MS. HARDY: Okay. Thank you.

9 THE HEARING EXAMINER: And same with
10 you, Mr. Rankin.

11 Okay. So Ms. Hardy, let's get your
12 three witnesses sworn in, and then I'll go to you for
13 an opening statement, and then you can call your
14 witnesses in any know whatever you want. Okay. So
15 let's get -- okay.

16 Mr. Curry, Mr. Cantin, and
17 Mr. Hamilton, will you all come up to the witness
18 stand, please? And would someone turn on that
19 microphone? It's the button on the right. It'll
20 light up green. That's when it's on. Okay. So would
21 each one of you in turn state and spell your name
22 before I swear you in?

23 MR. CURRY: Ryan Curry, R-Y-A-N
24 C-U-R-R-Y.

25 MR. HAMILTON: Sam Hamilton, S-A-M

1 H-A-M-I-L-T-O-N.

2 MR. CANTIN: Chris Cantin, C-H-R-I-S
3 C-A-N-T-I-N.

4 THE HEARING EXAMINER: Would you please
5 raise your right hands?

6 Do you swear or affirm under penalty of
7 perjury that the testimony you're about to give is the
8 truth, the whole truth, and nothing but the truth?

9 MULTIPLE SPEAKERS: I do.

10 THE HEARING EXAMINER: Thank you. Let
11 the record reflect that all three affirmed. Okay.
12 Please be seated. Thank you.

13 Ms. Hardy?

14 MS. HARDY: Thank you.

15 THE HEARING EXAMINER: Opening
16 statement?

17 MS. HARDY: Sure. And good morning.
18 May it please The Division, in these cases, Permian
19 Resources seeks to fully develop the Bone Spring
20 formation underlying the south half equivalent of
21 irregular Section 7 and Section 8, Township 20 south,
22 Range 27 east, in Eddy County.

23 And the units will be dedicated to the
24 Fiero 7 Fed Com 133 H well and the Fiero 7 Fed Com 134
25 H well. In these cases, Permian Resources controls

1 approximately 86 percent of the working interest in
2 its proposed spacing unit, while Matador owns less
3 than 8 percent of the working interest in Permian
4 Resource's proposed units.

5 Permian Resources has actively pursued
6 its development plan for this acreage and has been
7 working with the BLM since May of 2024. They have
8 submitted APDs, obtained NEPA approval, conducted an
9 onsite for the surface locations, and submitted well
10 pad and central tank battery plans.

11 And in contrast, Matador has not taken
12 any action to develop its bridge in the southeast
13 quarter of Section 8 or the southwest quarter of
14 Section 9 despite having owned it for many years.

15 Permian Resources has lease
16 expirations. These are fee leases, and so it needs to
17 commence development and produce the wells by June of
18 2025 in order to maintain the leases. And if it's not
19 able to do that, it will lose those fee leases. So
20 time is of the essence here.

21 Permian Resources has oil, gas, and
22 water takeaway agreements in place, and is ready to
23 commence surface operations as soon as the BLM
24 approves its APDs. Permian Resources has successful
25 developments in this area, and currently operates six

1 Bone Spring wells in the adjacent spacing unit.

2 And I'm sorry. I think I misspoke. I
3 meant to say June 2026, not June 2025. June 2025
4 would definitely be a problem. Need a little more
5 time than that.

6 So Permian Resources, because of their
7 surface facilities and midstream arrangements, will be
8 able to minimize surface disturbance by creating new
9 facilities and flow lines at locations that join
10 existing batteries and operations. So these surface
11 operations will prevent surface, environmental, and
12 economic waste.

13 Permian Resources has diligently
14 negotiated with Matador in good faith. Matador
15 requested, and has requested in its testimony, that
16 Permian Resources move the surface locations for these
17 wells to Section 7, but Permian Resources is unable to
18 do that because of karsting that underlies the acreage
19 and makes it unsafe and not possible to surface the
20 wells from the west.

21 So the only option here for Permian
22 Resources is to surface the wells from the east as it
23 has proposed. Matador's main argument here is that it
24 owns a JOA, or is the designated operator under a JOA,
25 from 1964 for its proposed acreage. However, Permian

1 Resources will explain in our exhibits show that a
2 majority of the parties to that JOA have actually
3 executed and signed Permian Resources compete JOA for
4 its acreage.

5 So based on the superseding JOA that
6 the parties have agreed on, Matador no longer controls
7 100 percent of the interest for its acreage under the
8 JOA. Matador has also disregarded his JOA in other
9 situations. It has drilled a well, the Turner well,
10 which we'll talk about, that includes acreage within
11 and outside of the JOA.

12 So they are agreeing to superseding
13 JOAs for developments in this area. They have also
14 discussed developments in their testimony, that we
15 will point out, that also would require superseding
16 JOAs because the JOA acreage they currently have does
17 not encompass all of their proposed developments.

18 So superseding JOAs are going to happen
19 here, and that's what the parties have agreed to with
20 respect to Permian's acreage. And that's a common
21 occurrence, especially here where this JOA is from
22 1964, and it does not contemplate horizontal
23 development. So it doesn't include any of the
24 provisions that you would see in a JOA today for
25 horizontal development.

1 So it's --

2 THE HEARING EXAMINER: I got it.

3 MS. HARDY: -- especially critical that
4 it be superseded. And Matador has not provided any
5 reason that it can't surface its wells as Permian
6 Resources has proposed. We will show in our exhibits,
7 and Matador's exhibits also show that there is an
8 unleased federal tract in the -- I want to make sure I
9 get this right. It's in the southwest quarter of the
10 southeast quarter of Section 9.

11 And Matador does not propose currently
12 to develop that tract, and it would be stranded by
13 their plan because of the binding development that's
14 on the east side. So Permian Resources will show that
15 Matador's development would be more efficient and
16 effective and more cost effective if it would wait and
17 lease that federal tract and then include it in its
18 development.

19 And Matador's not provided any reason
20 that it cannot do that. And they don't say whether
21 they have nominated the lease, but it will be wasted
22 acreage if it's not developed.

23 THE HEARING EXAMINER: But that's in
24 Section 9?

25 MS. HARDY: Yes.

1 THE HEARING EXAMINER: And you're not
2 proposing to develop Section 9? You're proposing to
3 develop seven and eight?

4 MS. HARDY: That's right. But
5 Matador's development should include that acreage.

6 THE HEARING EXAMINER: Should?

7 MS. HARDY: It should.

8 THE HEARING EXAMINER: Okay.

9 MS. HARDY: They're not proposing to
10 include it, but it should be included.

11 THE HEARING EXAMINER: Okay.

12 MS. HARDY: And that is also true of
13 the acreage that is in the east half of the east half
14 of the southeast quarter of that Section 9 also. They
15 haven't provided any reasons they can't develop that.
16 So that would also be wasted acreage if they did not
17 include it in their development due to the surrounding
18 development.

19 So the plan that makes the most sense
20 here is for Permian Resources -- and it's also the
21 plan that prevents waste, protects relative rights, be
22 for Permian Resource to develop its acreage as it has
23 proposed, and for Matador to develop its acreage as
24 Permian Resources has proposed that it do so because
25 that would prevent waste in that southeast border of

1 Section 9.

2 So with that, we would request our
3 application be approved.

4 THE HEARING EXAMINER: Thank you,
5 Ms. Hardy. So if I'm not mistaken, what I heard
6 during your opening was that the key issue from your
7 perspective here was that Matador wanted you to
8 develop your wells in a different location than where
9 you want to develop your wells.

10 MS. HARDY: Correct.

11 THE HEARING EXAMINER: That's the key
12 issue?

13 MS. HARDY: That's the key issue.

14 THE HEARING EXAMINER: The key issue?

15 MS. HARDY: Yes.

16 THE HEARING EXAMINER: Okay.

17 Mr. Rankin, do you want to give your
18 opening now, or do you want to wait until the
19 beginning of your case?

20 MR. RANKIN: Mr. Hearing Officer, I
21 think I may wait until the beginning of our case as I
22 may be able to adjust or focus my opening more
23 appropriately.

24 THE HEARING EXAMINER: Okay. Thank
25 you.

1 Ms. Hardy, did you want to call your
2 first witness?

3 MS. HARDY: Yes. Mr. Hearing Examiner,
4 our first witness is Mr. Ryan Curry.

5 THE HEARING EXAMINER: Mr. Curry, I
6 remind you you're under oath. Please press the button
7 on the microphone so we can hear you, and try to stay
8 close to the microphone when you speak.

9 And Mr. Curry, before Ms. Hardy begins
10 her exam, you have been qualified as an expert in what
11 before this Division?

12 THE WITNESS: Petroleum land.

13 THE HEARING EXAMINER: Land you said?

14 THE WITNESS: Yes.

15 THE HEARING EXAMINER: Okay. Thank
16 you.

17 DIRECT EXAMINATION

18 BY MS. HARDY:

19 MS. HARDY: Good morning, Mr. Curry.

20 MR. CURRY: Morning.

21 MS. HARDY: Can you please state your
22 full name for the record?

23 MR. CURRY: Yes. Ryan Curry.

24 MS. HARDY: By whom are you employed
25 and in what capacity?

1 MR. CURRY: Employed as -- by Permian
2 Resources as a senior landman.

3 MS. HARDY: And you've just testified
4 that you've been previously recognized as an expert in
5 Petroleum Land matters before The Division; is that
6 correct?

7 MR. CURRY: Yes, that is correct.

8 MS. HARDY: And have you provided a
9 copy of your resume as well?

10 MR. CURRY: I have those included as
11 Exhibit A1.

12 MS. HARDY: And Mr. Examiner, just to
13 confirm, it sounds like Mr. Curry's recognized as an
14 expert in petroleum --

15 THE HEARING EXAMINER: All of your
16 witnesses have been accepted in the fields that they
17 have previously been qualified for by this Division.

18 MS. HARDY: Thank you.

19 And Mr. Curry, have you provided direct
20 testimony in exhibits in this case?

21 MR. CURRY: Yes.

22 MS. HARDY: And have those documents
23 been marked as Exhibit A and Sub-Exhibits A1 through
24 A10?

25 MR. CURRY: Yes, that is correct.

1 MS. HARDY: And are they true and
2 correct?

3 MR. CURRY: Yes.

4 MS. HARDY: Okay. Let's briefly
5 discuss some of your exhibits, and I can pull them up
6 here. And I'll be brief here because your testimony
7 is in the record as it's been submitted.

8 So I'd like to look at your Exhibit A5. And
9 does this provide the tract ownership information?

10 MR. CURRY: Yes, it does.

11 MS. HARDY: Okay. And you've
12 identified the fee leases?

13 MR. CURRY: Yes, that is correct.

14 MS. HARDY: And here you're showing the
15 interest of the parties, and the parties that are
16 being pooled; correct?

17 MR. CURRY: Yes, that is correct.

18 MS. HARDY: And let's look at your
19 Exhibit A6. I'm sorry for scrolling but I -- easiest
20 way for me to do it. And can you explain what's shown
21 on your Exhibit A6?

22 MR. CURRY: Yes. So Exhibit A6 is done
23 on a unit recapitulation basis and shows Permian's
24 ownership as well as a voluntary joinder we have
25 obtained in the spacing unit for our Rose Vera [ph]

1 wells.

2 MS. HARDY: And what are the
3 percentages of voluntary joinder?

4 MR. CURRY: Yes. It shows we have an
5 86 percent voluntary joinder in our proposed spacing
6 units.

7 MS. HARDY: And does Permian Resources
8 own or control and interest in every tract it seeks to
9 pool?

10 MR. CURRY: Yes, they do.

11 MS. HARDY: Let's look at your Exhibit
12 A7. Can you explain what this shows?

13 MR. CURRY: Yes. So Exhibit A7 shows
14 the extensive work that Permian Resources has
15 conducted in order to develop our Fiero unit, and all
16 the steps we've taken from a surface and regulatory
17 and planning standpoint in order to build the Fiero
18 unit dating back from May of 2024 until February of
19 this year.

20 MS. HARDY: And his PR, Permian
21 Resources, worked extensively with the BLM to develop
22 this acreage?

23 MR. CURRY: Yes. We have done all the
24 necessary work with the BLM to be able to submit for
25 APDs.

1 MS. HARDY: And those APDs were
2 submitted in January of 2025?

3 MR. CURRY: That is correct.

4 MS. HARDY: And does Permian Resources
5 have timing constraints on its development?

6 MR. CURRY: Yes. We do have timing
7 constraints on our developments. We have a few leases
8 that are expiring in June of 2026 that require us to
9 have production established by June of 2026 due to the
10 strenuous and continuous development clauses contained
11 in those leases.

12 MS. HARDY: Okay. And if Permian
13 Resource is unable to produce its wells by June of
14 2026, will it lose those fee leases?

15 MR. CURRY: Yes. Those leases will
16 expire.

17 MS. HARDY: And let's look at your
18 Exhibit A9, which is your Communications Summary. And
19 have you had extensive communications with Matador
20 regarding this development?

21 MR. CURRY: Yes. We have had very
22 extensive communications with Matador regarding this
23 development.

24 MS. HARDY: Has Matador requested that
25 Permian Resources flip the surface locations to

1 surface from the west?

2 MR. CURRY: Yes, they have.

3 MS. HARDY: And is Permian Resources
4 able to do that?

5 MR. CURRY: No. After numerous
6 attempts to surface from the west and appease
7 Matador's wishes, we are not able to surface from the
8 west.

9 MS. HARDY: And why is that?

10 MR. CURRY: Because the occurrence of
11 karsting in the west half of the southwest of Section
12 7.

13 MS. HARDY: And what does the karsting
14 do that prevents using surfacing there?

15 MR. CURRY: Yeah. So it prevents the
16 risk of surface collapse, as well as danger to our
17 operations and the people that are out on the path.
18 If the -- the airfield void causes instability in the
19 surface, there's a high potential that the surface
20 could collapse and cause a danger to our employees, as
21 well as potential environmental dangers.

22 MS. HARDY: And let's look at your
23 Exhibit A10. Can you explain what this shows?

24 MR. CURRY: Yes. So Exhibit A10 shows
25 the unleased federal tract located in the southwest to

1 southeast of Section 9, as well as a tract that will
2 be stranded in the southeast southeast of Section 9 if
3 the southwest of southeast is not developed with -- or
4 is not leased prior to development Section 9.

5 It also identifies the offset development
6 projects in relation to the proposed Becky and Fiero
7 units.

8 MS. HARDY: And Matador's development
9 as it's proposed, would it strand this acreage that
10 you've shown here?

11 MR. CURRY: Yes, that is correct.

12 MS. HARDY: And what's your
13 understanding of Matador's position in these cases?

14 MR. CURRY: My understanding of
15 Matador's position in these cases is that they seek to
16 operate under their 1964 JOA.

17 MS. HARDY: And is Matador making
18 allegations that Permian Resource's development could
19 strand acreage?

20 MR. CURRY: Yes, that is correct.

21 MS. HARDY: And do you agree with
22 either of those positions?

23 MR. CURRY: I do not agree with the
24 assumption of the south half of the southwest of
25 Section 9 would be stranded on the basis of surface

1 issues or the unleased federal tract.

2 MS. HARDY: And have you provided
3 rebuttal exhibits in this case?

4 MR. CURRY: I have.

5 MS. HARDY: Okay. Let me pull those
6 up. And can you explain what's shown here on your
7 Rebuttal Exhibit A11? And I just messed that up, so
8 we'll move on. There we go.

9 MR. CURRY: Yes. So Exhibit A11 is
10 kind of an overview and a history of the 1964 JOA that
11 MRC is claiming to operate under.

12 MS. HARDY: And what does your timeline
13 here show?

14 MR. CURRY: Yes. It shows this is an
15 incredibly dated old legacy JOA that was not intended
16 for horizontal involvements. It also shows that the
17 last time a well was drilled under this JOA was 61
18 years ago. It shows that no production has been -- or
19 there has been no production under the JOA for a
20 period of 32 years. It shows that there's been 24
21 years since any operations have been conducted subject
22 to this JOA, and it also shows that there's been a
23 period of ten years since MRC became the default
24 operator of this JOA in which they've taken no actions
25 as an operator.

1 MS. HARDY: And does MRC currently
2 operate a well that has a spacing unit that's
3 comprised of the 1964 JOA lands and lands outside of
4 the JOA?

5 MR. CURRY: Yes, that is correct. The
6 Turner 7 Federal Deep number one, which is probation
7 unit on north half of Section 7, Township 20, south
8 range 27 east, is based on the north half. However,
9 the JOA plans for the 1964 JOA do not include the west
10 half of the northeast quarter of Section 7, and -- and
11 Matador superseded the 1964 JOA in order to operate
12 this well in 2000.

13 MS. HARDY: Okay. And then you have a
14 statement here at the bottom of the exhibit regarding
15 the proposed development areas for Matador's Jim Minor
16 and the Rik Schenck development?

17 MR. CURRY: Yes. And those plans would
18 also include the 1964 JOA lines, as well as lands that
19 are not subject to the 1964 JOA. Which in which it
20 shows that Matador currently operates wells that
21 supersede this JOA and continue -- and plan to
22 continue supersede this JOA with their future plan
23 developments.

24 MS. HARDY: And is it common for
25 parties to agree to superseding JOAs?

1 MR. CURRY: Yes. It is common,
2 especially with older JOAs that were not intended for
3 horizontal development.

4 MS. HARDY: And just to make sure it's
5 clear, so Matador has agreed already to supersede this
6 JOA with respect to other developments?

7 MR. CURRY: That is correct.

8 MS. HARDY: And is it correct that
9 Matador has not drilled any wells that are subject to
10 this 1964 JOA?

11 MR. CURRY: Correct. From the time
12 that they were named operator, they have not drilled
13 any wells in this JOA.

14 MS. HARDY: And let's look at your
15 Rebuttal Exhibit A12. Can you explain what you are
16 showing here?

17 MR. CURRY: Yes. So this is the
18 rebuttal to Matador's claim that they want to operate
19 under the 1964 JOA for their proposed Becky
20 developments. And it shows a confliction in Matador's
21 current operating practices, as well as their future
22 planned operating practices that go against this
23 argument.

24 It shows the spacing unit for the Turner 7
25 Federal Deep superseded the 1964 JOA, and it also

1 shows that their planned Rik Schenck and planned Jim
2 Minor JOA -- or developed plans would also require
3 Matador to supersede this JOA, which is in -- in a
4 contradiction to their claim that they want to develop
5 under the 1964 JOA for their proposed Becky unit.

6 MS. HARDY: And is that what you're
7 detailing here in your statements at the bottom of the
8 exhibit?

9 MR. CURRY: Yes, that is correct.

10 MS. HARDY: Let's look at your Rebuttal
11 Exhibit A13. Can you explain what is showing here?

12 MR. CURRY: Yes. So this shows the
13 parties that have superseded Matador's 1964 JOA and
14 signed Permian Resources Fiero JOA, and it shows the
15 majority of the parties have superseded Matador's 1964
16 JOA and joined in on -- the Fiero JOA.

17 It also shows the contractual ownership and
18 the southeast of Section 8, which is the overlap
19 between the proposed Becky developments and the Fiero
20 developments, and shows that they're virtually
21 identical and including 1 percent of each other in the
22 overlap.

23 MS. HARDY: Okay. So in the disputed
24 acreage, which is the area of overlap, Matador and
25 Permian Resources control approximately the same

1 amount?

2 MR. CURRY: Yes, that is correct.

3 MS. HARDY: And it looks like there are
4 about 19 parties?

5 MR. CURRY: Yes.

6 MS. HARDY: Under the 1964 JOA?

7 MR. CURRY: Yes, that's correct.

8 MS. HARDY: Okay. And how many have
9 signed onto Permian Resource's superseding JOA?

10 MR. CURRY: That would be 12 of the 19.

11 THE HEARING EXAMINER: Ms. Hardy?

12 MS. HARDY: Yes?

13 THE HEARING EXAMINER: And maybe it's a
14 silly question, but I may be the only one who doesn't
15 understand this in the room. But why does Matador's
16 superseding developments since 1964, why does that
17 strengthen your case?

18 MS. HARDY: Because Matador is taking
19 the position that it's entitled to develop its 1964
20 JOA acreage, and that it controls 100 percent of the
21 interest. And the fact is that Matador itself is
22 agreeing to supersede that JOA for various
23 developments.

24 THE HEARING EXAMINER: Okay. Thank
25 you.

1 MS. HARDY: Mr. Curry, can you explain
2 what is shown here on your Rebuttal Exhibit A14?

3 MR. CURRY: Yes. So my Rebuttal
4 Exhibit A14 addresses the assumptions in Matador's
5 testimony that the southwest of the southeast of
6 Section 9 would not be leased, and it shows two
7 things. The first is that in their planned Rik
8 Schenck developments, they intend to develop unleased
9 federal lands located in the northwest quarter and the
10 northwest and the northeast quarter of Section 4.

11 Those lands are currently unleased minerals
12 with the BLM. And in order for those development to
13 happen, they would -- those minerals would have to be
14 leased, which is in contradiction to the assumptions
15 they've made in their testimony.

16 And it also shows the BLM has leased a total
17 of six tracts in the direct area covering 640 acres.
18 So the BLM is actively leasing minerals in this area,
19 which also cuts against their assumptions and their
20 testimony that this tract would never be leased.

21 MS. HARDY: Okay. And why is that
22 important?

23 MR. CURRY: I believe it discredits the
24 assumptions and shows the great lengths that they went
25 to in order to provide the testimony they did and the

1 strengths of their case and the assumptions that are
2 unrealistic and against the current operating
3 practices, as well as the practices BLM.

4 MS. HARDY: And going back for just a
5 minute to your JOA exhibits, and we've talked about
6 the ownership interest and the parties who've signed
7 on to Permian Resource's JOA and Matador's agreements
8 to supersede the JOA, what's, basically, the takeaway
9 from those exhibits?

10 MR. CURRY: The takeaway is that, you
11 know, Matador no longer controls 100 percent of the
12 parties, and that the -- the majority of those parties
13 have agreed to supersede and replace their 1964 JOA
14 with our JOA.

15 MS. HARDY: And here on your Exhibit
16 A14 where you're showing the stranded acreage -- and I
17 just want to be sure it's clear for the record that
18 this bright pink square near the Becky development it
19 is unleased. Matador does not propose to develop
20 that?

21 MR. CURRY: No, they do not.

22 MS. HARDY: And have they provided any
23 reason that they can't develop that?

24 MR. CURRY: They did not.

25 MS. HARDY: Okay. And if they do not

1 develop it, would it be stranded?

2 MR. CURRY: Yes. It would be stranded
3 due to the development plans to the north, east,
4 south, and west.

5 MS. HARDY: And Mewbourne has a
6 development that's immediately to the west?

7 MR. CURRY: Yes.

8 MS. HARDY: East; right?

9 MR. CURRY: Yes. To the east is
10 Mewbourne's Shark Week development, which has been
11 pooled, and an order has been issued granting the
12 station unit to the east.

13 MS. HARDY: And Mr. Curry, let's look
14 at your Rebuttal Exhibit A15. There's a lot on this
15 slide, so can you walk us through it and explain what
16 it shows?

17 MR. CURRY: Yes. So the -- first, the
18 slide is to disprove the assumptions Matador has made
19 in order to provide their testimony that they would be
20 unable to achieve locations in the south half of the
21 southwest would be stranded if Permian's applications
22 were granted.

23 It walks through four development scenarios
24 with a multitude of options that Matador could seek.
25 The first development scenario, the top diagram shows

1 a situation which Matador waits until the south half
2 of Section 9 is right for developments and the federal
3 minerals are leased in the southwest of southeast of
4 9.

5 And shows the surface locations that would
6 be available in the east half of the southeast of
7 eight and the west half of the southwest of nine in
8 which they would drill a two mile or 10K U-turn well
9 that is surfaced from the west. The next --

10 MS. HARDY: And -- oh, sorry. And
11 would that development option allow Matador to produce
12 the acreage that would otherwise be stranded?

13 MR. CURRY: Yes. This development plan
14 contemplates the development of 120 acres that would
15 be stranded by Matador's current proposed Becky
16 development.

17 MS. HARDY: And has Matador provided in
18 its testimony in exhibits any reason that it could not
19 develop the acreage in that way?

20 MR. CURRY: They make the assumption
21 that the federal lease would not be leased, which we
22 believe to be an incorrect assumption. But there is
23 no fact-based assumption that that would not be able
24 to be developed.

25 MS. HARDY: And have they provided any

1 reason that that tract would not be leased by the BLM?

2 MR. CURRY: No, they have not.

3 MS. HARDY: Okay. And then what's
4 shown on your next development option here?

5 MR. CURRY: Yes. So development option
6 two also shows that the southwest and southeast of
7 Section 9 would be leased by the BLM, and provides
8 alternative surface locations located in the east half
9 of the southeast of Section 9 or the west half of the
10 southwest of Section 10, drilling a 10K or two mile U-
11 turn well spaced on the south half of Section 9
12 surface from the east.

13 MS. HARDY: Okay. And is that,
14 basically -- well, that's a similar development option
15 to the first one; it's just surfacing from the
16 opposite side?

17 MR. CURRY: Yes. It is meant to show
18 that there are multitude of options available to
19 Matador.

20 MS. HARDY: Okay. And would that
21 option number two also allow Matador to develop and
22 produce more acreage that would otherwise be stranded?

23 MR. CURRY: Correct. That development
24 option would be inclusive of 120 acres that Matador
25 currently proposes to strand with their Becky

1 development.

2 MS. HARDY: And similar to the prior
3 option, has Matador provided any reason in its
4 testimony and exhibits that it can't surface those
5 well from?

6 MR. CURRY: Yeah. To my understanding,
7 Matador has not conducted any surface work to prove
8 that there is the assumption they couldn't surface in
9 any of these lands.

10 MS. HARDY: Okay. And then what's
11 shown on your development option number three?

12 MR. CURRY: Yes. The development
13 option number three shows the surface locations that
14 would be available in Matador's proposed Becky unit
15 and option one.

16 It shows the northwest quarter of the
17 southeast quarter, and the northeast quarter of the
18 southeast quarter, as available surface, as well as
19 the southeast to southwest quarter of Section 9 and
20 the west half -- or excuse me, the southwest quarter
21 of the southeast quarter is also additional surface
22 locations.

23 And for the purposes of Matador's assumption
24 that the federal lease would never be leased, it shows
25 surface locations under that assumption.

1 MS. HARDY: Okay. So even if that
2 federal tract remained unleased, this option would
3 still give Matador a way to develop its acreage?

4 MR. CURRY: That is correct.

5 MS. HARDY: And then what's shown on
6 your fourth development option?

7 MR. CURRY: Yes. So option number four
8 I'll show plays in line with Matador's assumptions
9 that the federal lease -- or the federal minerals
10 would not be leased. But it goes a step further that
11 Matador is unnecessarily stranding the northeast
12 quarter of the southeast quarter of Section 9 for the
13 sake of the JOA arguments.

14 And then there's not a reason they could not
15 develop those lands and not strand them. So it shows
16 additional surface locations that would be available
17 in the northwest quarter of the southwest quarter of
18 Section 10, as well as the same surface locations that
19 were available in the previous plan.

20 MS. HARDY: And has Matador provided in
21 its testimony and exhibits any reason that it could
22 not proceed with this development plan?

23 MR. CURRY: No, they have not.

24 MS. HARDY: And what's the important
25 takeaway from this slide?

1 MR. CURRY: Yes. It provides a
2 multitude of surface options under various development
3 plans that would show that Matador's claim that the
4 south half of the southwest would be stranded due to
5 surface is not based in any fact. And that, in fact,
6 would not be stranded to the surface locations.

7 MS. HARDY: And Matador could pursue
8 any of these development options and avoid stranding
9 their acreage; is that correct?

10 MR. CURRY: That's correct.

11 MS. HARDY: And at least two of these
12 development options would allow -- well, actually,
13 three of them would allow Matador to develop more
14 acreage and produce more reserves than it's currently
15 proposing; is that correct?

16 MR. CURRY: That is correct.

17 MS. HARDY: Because it would develop --
18 these would give options to develop the unleased
19 federal tract and also the acreage that's --

20 MR. RANKIN: Objection to Ms. Hardy
21 testified.

22 MS. HARDY: Okay.

23 THE HEARING EXAMINER: Sustained.
24 Sustained.

25 MS. HARDY: Can you give a summary of

1 the reasons that this would allow Matador to produce
2 more acreage?

3 MR. CURRY: Yes. So in all -- in the
4 first three scenarios, it shows that Matador is
5 currently available to develop the northeast and
6 southeast, which is being unnecessarily stranded in
7 Section 9.

8 And in the development scenarios one and two
9 show that Matador would be able to develop an
10 additional 80 acres that would be stranded in their
11 current proposed development plans.

12 MS. HARDY: And to your knowledge, has
13 Matador taken any action to identify surface options?

14 MR. CURRY: No. Not to my knowledge
15 and as provided in their testimony, they have not
16 begun the process for identifying locations or working
17 with the BLM despite owning this interest for almost
18 ten years.

19 MS. HARDY: And what does that tell you
20 about their proposal?

21 MR. CURRY: It tells me that this may
22 not be a fully thought out project, and these
23 development plans that may have been just constructive
24 for hearing purposes.

25 MS. HARDY: And let's look at your

1 Rebuttal Exhibit A16. Can you explain what this
2 exhibit shows?

3 MR. CURRY: Yes. So this exhibit shows
4 how Matador's currently proposed Becky units would
5 strand 120 acres. It shows that their planned Jim
6 Minor development is to the north, which bounds the
7 120 acres. Shows Mewbourne Shark Week development is
8 to the east, which bounds 120 acres to the east.

9 To the south, it shows Permian Resource's
10 drilled Bonneville welds, which bounds as acreage to
11 the south. And then, again, Matador's Becky proposed
12 development which bounds to the west and shows that
13 Matador, if allowed to develop the way that it
14 proposed, would strand this 120 acres indefinitely.

15 MS. HARDY: Mr. Curry, what's shown on
16 your Rebuttal Exhibit A17?

17 MR. CURRY: Yes. So Rebuttal Exhibit
18 A17 is a mutually beneficial development plan that
19 shows Matador has surface locations that it would be
20 available on the east side of the -- the Section 9 or
21 the west side of Section 9. And it shows a plan that
22 doesn't strand any acreage.

23 And it goes a step further to show that
24 Matador's development is not right. Becky is not
25 right for developments until that tract is -- is

1 leased that is currently unleased. And until it is
2 leased the -- the acreage will be stranded.

3 MS. HARDY: And Mr. Curry, to sum up
4 your conclusions, in your opinion, will Permian
5 Resource's development plan best prevent ways to
6 protect correlative rights?

7 MR. CURRY: That is correct.

8 MS. HARDY: And would Matador's plan
9 result in waste and violate Permian Resources'
10 correlative rights?

11 MR. CURRY: That is correct.

12 MS. HARDY: Can you please summarize
13 the reasons?

14 MR. CURRY: Yes. Matador's development
15 plans, currently with the Becky units, would waste 120
16 acres of resources as they've testified to in their
17 engineering testimony that have mile wells are
18 uneconomic. The only way to develop this 120 acre
19 block would be with half mile developments, which has
20 shown the testimony to be uneconomic.

21 MS. HARDY: And what impact would their
22 plan, if approved, have on Permian Resource's
23 development?

24 MR. CURRY: Given the current surface
25 locations, we've shown our applications or the only

1 viable way that we feel we can develop our acreage.
2 We would be unable to meet the expirations of our fee
3 leases, and thus result in waste of the south half of
4 Section 7 and the southwest quarter of Section 8.

5 MS. HARDY: And if Permian Resources
6 lost those leases, would it lose its right to develop
7 this acreage?

8 MR. CURRY: Yes. We would lose our
9 rights to develop this acreage.

10 MS. HARDY: Thank you. I have no
11 further questions for Mr. Curry.

12 He's available for cross-examination.

13 THE HEARING EXAMINER: Ms. Vance or
14 Mr. Rankin, who's doing the cross-examination?

15 MR. RANKIN: I'll be doing it,
16 Mr. Hearing Examiner. Thank you.

17 THE HEARING EXAMINER: Thank you.

18 CROSS-EXAMINATION

19 BY MR. RANKIN:

20 MR. RANKIN: Good morning, Mr. Curry.

21 MR. CURRY: Good morning.

22 MR. RANKIN: I'm going to pick up on, I
23 think, one of your last points, and then I'll loop
24 back to some of your previous testimony. But I just
25 wanted to make sure I understood.

1 Your testimony that Matador's plan as
2 proposed currently would violate Permian Resources'
3 correlative rights is based on the assumption that
4 Permian might lose two of its leases; is that correct?
5 Based on lease expiration deadlines?

6 MR. CURRY: That's correct.

7 MR. RANKIN: Okay. And that's -- as
8 you sit here, that's the only basis that you're giving
9 for impairment to Permian Resources' correlative
10 rights?

11 MR. CURRY: No. Matador's Becky
12 developments that would not allow us to develop the
13 southwest quarter of -- or southeast quarter of
14 Section 8, which we own an interest in and have the
15 right to drill.

16 MR. RANKIN: Okay. And so the two
17 reasons; one being the potential loss of leases, and
18 the other is the interest in the southwest quarter of
19 Section 8; correct?

20 MR. CURRY: That'd be the southeast
21 quarter.

22 MR. RANKIN: Southeast quarter of
23 Section 8. Sorry apologies. Southeast quarter of
24 Section 8?

25 MR. CURRY: Yes.

1 MR. RANKIN: Okay. And okay. I'll
2 loop back to those, but those are the two arguments
3 that you're raising? That potentially Matador's
4 development plan would impact Permian Resources'
5 correlative rights; correct?

6 MR. CURRY: The other point to make is
7 that if our development plans are not approved as is,
8 we would be unable to develop our acreage timely, and
9 thus the approval of -- the approval of Matador's
10 development plans would prohibit us from developing
11 our acreage altogether.

12 MR. RANKIN: Right. That was the
13 second point; right? About the leases?

14 MR. CURRY: That had to do with the
15 current surface options and that the surface options
16 we've set forth are the only viable surface options we
17 have.

18 MR. RANKIN: Great. So are there three
19 reasons, then, that you're citing for impairment of
20 Permian Resources' correlative rights?

21 MR. CURRY: Currently, yes.

22 MR. RANKIN: Okay. And just so I'm
23 clear, again, one being the interest that it has in
24 the southeast quarter of Section 8?

25 MR. CURRY: Yes.

1 MR. RANKIN: The other being the
2 potential loss of fee leases given that lease
3 expiration deadlines?

4 MR. CURRY: The definitive loss. Yes.

5 MR. RANKIN: And then the third point
6 being -- can you restate the third argument for the
7 impairment of correlative rights?

8 MR. CURRY: Yes. The way that we were
9 planning to develop this acreage is the only viable
10 surface development that we would be able to hit our
11 fee lease expirations.

12 MR. RANKIN: So the third point is kind
13 of related to the loss of the fee leases then; right?
14 They're tied together.

15 MR. CURRY: I view them as two separate
16 arguments, but yes.

17 MR. RANKIN: Okay. All right. Okay.
18 So I'm going to just quickly share my screen just so
19 we can see. I think we've got already have seen it
20 through your testimony, but I want to make sure we're
21 on the same page.

22 This is Matador's Exhibit A2, and it shows
23 Permian's current proposed developed plan in green,
24 and then it shows Matador's and MRC's proposed Becky
25 development plan outlined in blue. Does that seem

1 correct to you?

2 MR. CURRY: Yes. It does seem correct.

3 MR. RANKIN: Okay. And then the
4 acreage that we're talking about in conflict, or the
5 contested acreage here, is the southeast quarter of
6 Section 8, which has got the blue-green hash marks;
7 correct?

8 MR. CURRY: That is correct.

9 MR. RANKIN: Okay. And so that's the
10 acreage that is overlapping between the two competing
11 developments; correct?

12 MR. CURRY: That is correct.

13 MR. RANKIN: Okay. All right. So then
14 we'll go to your Affidavit. Let's see. Sorry. So
15 your Affidavit, your Self-affirmed Statement, it
16 covers both cases; correct? Both cases? Both
17 separate spacing units that Permian is seeking to pool
18 the north half of the south half and the south half of
19 the south half of Section 7 and 8; correct?

20 MR. CURRY: Yes.

21 MR. RANKIN: Okay. And as I'm looking
22 here at your Exhibit A5, you show this is your land
23 tract map for the north half of the south half;
24 correct?

25 MR. CURRY: Yes, that is correct.

1 MR. RANKIN: And the next one is -- you
2 have a similar map for this that shows the south half
3 the south half; correct?

4 MR. CURRY: That is correct.

5 MR. RANKIN: Okay. And they both show
6 two tracts that comprise the proposed spacing units;
7 correct?

8 MR. CURRY: Yes, that is correct.

9 MR. RANKIN: Okay. And in both cases,
10 the west half of your proposed spacing units are all
11 fee; correct?

12 MR. CURRY: Yes, that is correct.

13 MR. RANKIN: Okay. And the tract
14 that's overlapping that's being contested is the tract
15 number two for both cases, that's in the mauve or
16 purple color; correct?

17 MR. CURRY: That is correct.

18 MR. RANKIN: Okay. And that is a
19 federal mineral tract; correct?

20 MR. CURRY: Yes. There's a federal
21 lease.

22 MR. RANKIN: Okay. But everything to
23 the west of that is all fee; correct? In both cases?

24 MR. CURRY: Correct. One is fee, yes.

25 MR. RANKIN: Both mineral and surface;

1 correct?

2 MR. CURRY: That is not correct.

3 MR. RANKIN: What's the surface?

4 MR. CURRY: The surface in the west
5 half of Section 7 is fee; and the surface and the
6 remainder of the fee tracts is federally controlled is
7 my understanding.

8 MR. RANKIN: So that would be the
9 southwest quarter of Section 8 has got a Federal
10 element to it; is that correct?

11 MR. CURRY: Yes.

12 MR. RANKIN: Okay. So but Section 7 is
13 both fee mineral and fee surface; correct?

14 MR. CURRY: I am unsure about the north
15 half of the southeast being fee surface, but yes. The
16 north half of the southwest is fee surface, I believe.
17 I believe it may be federal in the north half of the
18 southeast of seven.

19 MR. RANKIN: Okay. Now, if I look at
20 your ownership breakdown, you've got your -- on the
21 next page here of your exhibit, you have the ownership
22 interest by tract; correct?

23 MR. CURRY: Yes.

24 MR. RANKIN: And for tract number one,
25 there are two parties; Permian Resources on 75

1 percent, and then another entity called PEC
2 Exploration owns the other 25 percent; correct?

3 MR. CURRY: On a leasehold basis, yes.

4 MR. RANKIN: On a what?

5 MR. CURRY: On a leasehold basis, yes.

6 MR. RANKIN: Okay. So then as I
7 understand that -- as to tract one, you're not seeking
8 to pool any parties to tract one; is that correct?

9 MR. CURRY: That is correct.

10 MR. RANKIN: Okay. And that's because
11 you have an agreement with PEC Exploration for the
12 development of this acreage?

13 MR. CURRY: We have an agreement with
14 PEC Development [sic] for the development of the whole
15 spacing unit.

16 MR. RANKIN: Okay. So then looking at
17 this, then, on tract two, the only interest that
18 Permian Resources owns in tract two would be the
19 interest that's assigned to Read & Stevens; is that
20 correct?

21 MR. CURRY: On a leasehold basis, yes.

22 MR. RANKIN: Okay. And that's a 1.17
23 some odd percent interest for tract two; right?

24 MR. CURRY: Yes. On a contractual
25 ownership basis, that number is much higher. But on a

1 leasehold basis, that is correct.

2 MR. RANKIN: Okay. That breaks out to
3 approximately how many net acres for that tract? Do
4 you know?

5 MR. CURRY: Be 80 acres times 1.17, so
6 a little less than one, I believe. I don't have a
7 calculator with me.

8 MR. RANKIN: Okay. So based on your
9 calculation based on this interest, on a leasehold
10 basis, Matador owns approximately 28 percent or so.
11 MRC Delaware does; is that correct?

12 MR. CURRY: Based on a leasehold basis
13 prior to the execution of JOA, yes.

14 MR. RANKIN: And then if you add MRC
15 Permian company's interest, it's still -- it's just
16 under 29 percent for tract two; correct?

17 MR. CURRY: That's correct.

18 MR. RANKIN: Okay. All right. And the
19 rest of these parties here, you would agree, are
20 signatories or successors in interest to the 1964 JOA;
21 is that correct?

22 MR. CURRY: Yes, sir. All of -- of
23 them would be.

24 MR. RANKIN: Okay. Including Read &
25 Stevens; correct?

1 MR. CURRY: There was four parties in
2 the 1964 JOA. And given that it is such an old
3 agreements, I do not believe any of the original
4 parties are listed on this exhibit. These are
5 successors in multiple -- in many cases, multitude
6 successors with the original parties.

7 MR. RANKIN: Right. I guess my -- so
8 my question is, all these parties that you've
9 identified in tract two are either signatories or
10 successors in interest to the 1964 JOA; correct?

11 MR. CURRY: Yes, that is correct.

12 MR. RANKIN: And that would include
13 Read & Stevens; correct?

14 MR. CURRY: Yes.

15 MR. RANKIN: Okay. So this -- again,
16 this tract two is the acreage that we're talking about
17 as being overlapping between the two competing
18 development plans. And as to that tract, Read &
19 Stevens, on a leasehold basis, owns a little over 1
20 percent, whereas Matador and its entities own just
21 under 29 percent; agreed?

22 MR. CURRY: There's some confusion.
23 Matador's repping lower ownership in their testimony.
24 But from our basis and our title, yes, this is on a
25 leasehold basis prior to the execution of the JOA and

1 the ownership.

2 MR. RANKIN: Does PR, or Permian
3 Resources, have a title opinion that covers the
4 southeast quarter of Section 8?

5 MR. CURRY: That is correct.

6 MR. RANKIN: Okay. Does the title
7 opinion show that the southeast quarter of Section 8
8 is still subject to the 1964 JOA that Matador is the
9 operator of?

10 MR. CURRY: Yes.

11 MR. RANKIN: Okay. So then if I look
12 at your pooling list here, all the parties that
13 Permian Resources seeking to pool are the parties
14 highlighted; correct?

15 MR. CURRY: Yes, that is correct.

16 MR. RANKIN: Okay. And if I add those
17 up, it's approximately -- if I go back to your tract
18 number two, if I add those interest up, it's
19 approximately 56 percent interest that you're seeking
20 to pool in tract two; is that correct?

21 MR. CURRY: Assuming your calculations
22 are correct, yes, that's correct.

23 MR. RANKIN: Okay. But you have no
24 reason to disagree with me if I just add up MRC
25 Delaware, EOG Resources, Yates, and I think you've

1 also identified -- I think it was Lucas Properties; is
2 that right?

3 MR. CURRY: No, that's not correct.

4 MR. RANKIN: Oh. I'm sorry. I
5 apologize. No, you're right. You didn't have Lucas
6 in there. So it's just MRC, EOG, Yates, and MRC
7 Permian; correct?

8 MR. CURRY: Yes.

9 MR. RANKIN: Okay. So if you add that
10 up, that's just about 56 percent of the interest that
11 you're seeking to pool on tract two; correct?

12 MR. CURRY: Just assuming those
13 calculations are correct, yes.

14 MR. RANKIN: Okay. Okay. Now, in the
15 examples you gave where -- let's see if I can get to
16 that. Where you were talking about there were these
17 situations where the parties, certain parties to the
18 1964 JOA, had reached a separate agreement that
19 superseded the underlying 1964 JOA.

20 You were talking about that up here in the
21 Rik Schenck area. Do you recall?

22 MR. CURRY: That's not correct.

23 MR. RANKIN: Okay. What area were you
24 talking about?

25 MR. CURRY: It's talking about the

1 north half of Section 7.

2 MR. RANKIN: Okay. Down here in the
3 Turner development?

4 MR. CURRY: Currently, yes.

5 MR. RANKIN: Okay. So in that
6 situation where the parties reached an agreement as to
7 a superseding JOA, that superseding JOA included the
8 operator of the 1964 JOA; right? I mean, in other
9 words, the operator of the 1964 JOA itself agreed to a
10 separate superseding JOA in that instance; correct?

11 MR. CURRY: Can you define the entity
12 you're claiming as the operator under the 1964 JOA?

13 MR. RANKIN: Well that -- when was that
14 Turner superseding JOA entered into?

15 MR. CURRY: It would've been April 15th
16 of 2000.

17 MR. RANKIN: Okay. At the time of that
18 April 15, 2000, JOA, who was the operator of the 1964
19 JOA?

20 MR. CURRY: That time, I believe it
21 would be Harvey E. Yates Company.

22 MR. RANKIN: And at the time, did
23 Harvey E. Yates Company agree to enter into the
24 superseding JOA that you're referring to with the
25 Turner development?

1 MR. CURRY: Yes. The operator of the
2 1964 agreed to supersede.

3 MR. RANKIN: Okay. So in that
4 instance, the operator of the 1964 JOA itself agreed
5 to supersede the operating agreement that it was the
6 operator of; correct?

7 MR. CURRY: Yes, because it was
8 required to develop.

9 MR. RANKIN: Okay. Now -- and that was
10 because it was required to develop, in that instance,
11 because there was the west half of the northeast
12 quarter of Section 7 was not committed to that 1964
13 JOA; correct?

14 MR. CURRY: Yes, that's correct.

15 MR. RANKIN: Okay. And looking at
16 MRC's proposed Becky development, which is outlined
17 here -- actually I'll go back to Matador's exhibits.
18 Okay.

19 This is Exhibit A2. Looking at Matador's
20 proposed Becky development outlined in blue, unlike
21 the Turner development, there's no tract within the
22 Becky development that is excluded or not part of the
23 1964 JOA; correct?

24 MR. CURRY: That is correct.

25 MR. RANKIN: Okay. So unlike the

1 Turner development where there was missing acreage, in
2 Matador's development, there's no missing acreage and
3 everything within the Becky unit is committed to the
4 1964 JOA; correct?

5 MR. CURRY: Can you please repeat the
6 question? I'm sorry.

7 MR. RANKIN: Yeah. Unlike the Turner
8 unit where there was a tract missing and not committed
9 to the JOA, in Matador's Becky unit, there are no
10 tracts missing within the proposed Becky unit;
11 correct? That are not subject to the 1964 JOA;
12 correct?

13 MR. CURRY: The proposed Becky
14 developments, yes. Which are all subject to the 1964
15 JOA. However, that development plan, we believe, was
16 framed for hearing purposes because it intentionally
17 strands acreage.

18 MR. RANKIN: So that's not my question.
19 So just under the -- do you agree with me that under
20 Matador's proposed Becky, no acreage is missing from
21 the 1964, or not committed to the 1964 JOA; correct?

22 MR. CURRY: There are interests that
23 have superseded or are in place of that agreement as
24 the operations of the "devs" and lands in the
25 southeast of Section 8.

1 MR. RANKIN: Okay. So unlike the
2 Turner agreement where the operator of the 1964 JOA
3 itself agreed to supersede, okay, has Matador itself
4 agreed to supersede the 1964 operating agreement under
5 which it is the operator?

6 MR. CURRY: They have proposed to, but
7 they have not.

8 MR. RANKIN: Have they proposed to with
9 respect to the Becky unit?

10 MR. CURRY: Yes. They have invited us
11 to supersede this JOA and drill into the Becky units.

12 MR. RANKIN: Okay. As to the proposed
13 development, has Matador proposed to supersede its --
14 as it's proposed on the screen, proposed to supersedes
15 it's 1964 JOA?

16 MR. CURRY: No.

17 MR. RANKIN: Okay. Is it your opinion
18 that parties to a JOA are no longer bound by a JOA if
19 they sign on to a different JOA that covers the same
20 acreage?

21 MR. CURRY: That -- I'm not a lawyer,
22 but the -- the language is "Supersede and replace."

23 MR. RANKIN: So in that instance, do
24 you -- it is your opinion that operators who sign on
25 to a different JOA can -- have any of those operators

1 that you -- let me, step back.

2 Your next slide here, I think it's Exhibit
3 A13, you show on a table here a number of parties that
4 have signed on to Permian's superseding -- what you
5 call the superseding JOA; is that correct?

6 MR. CURRY: Yes.

7 MR. RANKIN: Okay. Have any of those
8 parties, to your knowledge, attempted to or submitted
9 any kind of withdrawal or disclaimer that they're no
10 longer parties to the 1964 JOA?

11 MR. CURRY: No. They've just signed an
12 agreement that supersedes and replaces the 1964 JOA.

13 MR. RANKIN: And Matador itself hasn't
14 signed onto that or given any approval to release
15 those parties from their commitments under the 1964
16 JOA to your knowledge, have they?

17 MR. CURRY: Not to my knowledge.

18 MR. RANKIN: Okay. In your Affidavit
19 and your testimony, you testified that Permian
20 Resources has lease obligations that require it to
21 drill by a certain deadline. I'm showing you here
22 your Exhibit A5. If you would just let me know, where
23 are these fee leases that are at issue with lease
24 expiration deadlines?

25 MR. CURRY: The tract one being the

1 north half of the south half. Well, the combined
2 exhibits together, the lands of the south half of
3 Section 7 and the southwest quarter of Section 8,
4 making up 480 acres.

5 MR. RANKIN: Okay. Just so -- I
6 apologize. I was getting my pen organized here. Tell
7 me again which tracts are subject to the lease
8 expirations?

9 MR. CURRY: Strictly looking at this
10 exhibit right in front of me, it's the north half of
11 the south half of Section 7 and the north half of the
12 southwest of Section 8 tract one.

13 MR. RANKIN: Okay. So it's all of
14 tract one, then, subject?

15 MR. CURRY: And additionally the south
16 half of south half of Section 7, and the south half of
17 the southwest of Section 8 as shown on the other
18 exhibit, yes.

19 MR. RANKIN: Are those all under one
20 lease or are they two separate leases?

21 MR. CURRY: They're two separate
22 leases.

23 MR. RANKIN: Okay. So it's, basically,
24 it's tract one in both cases?

25 MR. CURRY: Yes.

1 MR. RANKIN: Okay. And they both are
2 subject to -- they both have the same date lease
3 expiration deadline?

4 MR. CURRY: One is June, and one is in
5 November.

6 MR. RANKIN: June 2026, and one is
7 November 2026?

8 MR. CURRY: Yes.

9 MR. RANKIN: Just out of curiosity,
10 which is which?

11 MR. CURRY: Oh, they cover the same
12 lines, sir.

13 MR. RANKIN: Okay. Cover the same
14 lines. Got it. Okay. So just so I'm clear then,
15 there are no lease expirations that affect the
16 southeast quarter of Section 8; correct?

17 MR. CURRY: Not to my knowledge.

18 MR. RANKIN: Okay. And that's true for
19 both cases that Permian's seeking to pool; correct?
20 And there's no lease deadlines that affect southeast
21 quarter Section 8 for either of Permian's two
22 applications pending for The Division; correct?

23 MR. CURRY: Correct.

24 MR. RANKIN: Okay. So Permian
25 Resources engaged with the BLM because its surface is

1 located on federal surface and minerals in the
2 southeast quarter of Section 8? Or rather, it's off
3 tract, but it's on BLM minerals; correct? BLM
4 surface?

5 MR. CURRY: Please rephrase.

6 MR. RANKIN: Yeah. I apologize. I
7 bungled that.

8 So the surface location for the Fiero
9 development is on federal surface; correct?

10 MR. CURRY: Yes.

11 MR. RANKIN: And that's why Permian's
12 required to get a BLM APD?

13 MR. CURRY: No, sir. That is not
14 correct.

15 MR. RANKIN: Okay. And then why is it
16 that you need to get a Federal APD?

17 MR. CURRY: Federal APDs are the basis
18 of federal minerals being included. And the question
19 you posed is the basis of federal being included.

20 MR. RANKIN: Okay. Because of the fact
21 of the BLM minerals being included in the development,
22 Permian was required to get a Federal APD; correct?

23 MR. CURRY: That is correct.

24 MR. RANKIN: Okay. So if we were to
25 exclude the southeast quarter of Section 8 to exclude

1 those federal minerals, then Permian would not be
2 required to obtain a Federal APD; correct?

3 MR. CURRY: Not a Federal APD, but
4 federal agreements, yes.

5 MR. RANKIN: Let me make sure I
6 understand your answer to the question. Let me just
7 break it down. So if we were to exclude the southeast
8 quarter of Section 8, and Permian were to surface its
9 wells on fee surface and fee minerals, Permian would
10 not be required to obtain a Federal APD; correct?

11 MR. CURRY: That's not correct.

12 MR. RANKIN: Okay. Why is that?

13 MR. CURRY: For the basis of your
14 question was, again, on surface and not minerals.

15 MR. RANKIN: Okay. So if we were to
16 exclude the BLM minerals entirely from your project,
17 Permian would not be required to obtain a Federal APD;
18 correct?

19 MR. CURRY: That is correct.

20 MR. RANKIN: Okay. So if we were to
21 put your -- exclude the southeast quarter of Section 8
22 from the project, there would be no federal minerals
23 excluded; correct?

24 MR. CURRY: That's correct.

25 MR. RANKIN: Okay. In that case then,

1 Permian would not be required to obtain a Federal APD;
2 correct?

3 MR. CURRY: No. That's -- that's
4 correct. Yeah.

5 MR. RANKIN: And one of the concerns
6 that Permian had is the time frame in which to get a
7 Federal APD right?

8 MR. CURRY: One of the timing concerns,
9 yes.

10 MR. RANKIN: Right. And so if Permian
11 were only required to get an APD from the OCD, that
12 timing consideration would be substantially
13 eliminated; correct?

14 MR. CURRY: Just as to the Federal APD,
15 yes. But not as to the surface agreements with the
16 BLM.

17 MR. RANKIN: Okay. Now, but looking at
18 this map, your understanding is that the Southwest
19 quarter of Section 8 has some federal surface element;
20 correct?

21 MR. CURRY: Yes, that's correct.

22 MR. RANKIN: So if you were to surface
23 your facility on the southwest quarter of Section 8,
24 then you understand you would need to get BLM
25 approvals for that location? Is that your

1 understanding?

2 MR. CURRY: That is correct.

3 MR. RANKIN: But it wouldn't be the
4 case if you were to surface in Section 7; agreed?

5 MR. CURRY: It's a possibility, but in
6 this hypothetical scenario without the karsting, yes.

7 MR. RANKIN: Okay. And it also would
8 be the -- you would -- and there's -- to the west of
9 Section 7 is Section 12 in the township to the west;
10 correct?

11 MR. CURRY: Yes.

12 MR. RANKIN: Okay. And the status of
13 the lands over there is not BLM; correct?

14 MR. CURRY: That is the Bureau of
15 Reclamation.

16 MR. RANKIN: Okay. Your understanding
17 is to the west is Bureau of Reclamation?

18 MR. CURRY: That is my understanding.

19 MR. RANKIN: Okay. And so is it your
20 understanding that it would require BLM approvals as
21 well, then?

22 MR. CURRY: It's even more stringent,
23 yes.

24 MR. RANKIN: Okay. All right. I'm
25 just going back to this to make sure I didn't leave

1 this off, but I think I understood.

2 Going back to PEC Exploration, which is
3 the -- so the single additional working interest in
4 tract number one that you're seeking -- that you're
5 not seeking -- you're not seeking to pool that because
6 they've signed a JOA with Permian Resources; correct?

7 MR. CURRY: Yes.

8 MR. RANKIN: Okay. So if -- and they
9 signed a JOA for a two mile development with Permian
10 Resources for the PRL; correct?

11 MR. CURRY: That is correct.

12 MR. RANKIN: Okay. So if -- assuming
13 this hypothetical; okay? So if PEC were to agree to a
14 one and a half mile development with Permian Resources
15 developing only what's identified as tract one in your
16 map, Permian Resource could go and drill one and a
17 half mile laterals to the south half of Section 7 and
18 the southwest quarter Section 8 without needing to
19 force pool; agreed?

20 MR. CURRY: It's an impossibility
21 because we cannot surface.

22 MR. RANKIN: Okay. I'm setting aside
23 the surface issues for now. I'm just talking about
24 who you would need to get agreements with.

25 You've already got an agreement with PEC for

1 two mile development. If you were to reach agreement
2 with PEC for a one and a half mile development; okay?
3 We'll talk about surface in a moment. Then there
4 would be no need for force pooling; right?

5 MR. CURRY: Assuming they'd be willing
6 to sign an agreement for mile and a half developments,
7 yes, there would be no need for force pooling.

8 MR. RANKIN: Okay. Let's talk about
9 the surface now. Now, you testified that there is an
10 impossibility to locate a surface on the west half of
11 Section 7, or anywhere in Section 7; is that right?

12 MR. CURRY: That's not correct.

13 MR. RANKIN: Okay. Tell me, what is
14 your testimony about the location of -- the
15 impossibility of locating a surface at Section 7?

16 MR. CURRY: Repeat my testimony,
17 please?

18 MR. RANKIN: Well, I'm asking you what
19 your testimony is. I guess what is your testimony
20 about -- you said it's impossible to -- my
21 understanding is you said it's impossible to locate a
22 surface in Section 7. I just want to understand what
23 exactly your testimony is about where and why it's
24 impossible to locate a surface in Section 7?

25 MR. CURRY: Yes. So we've taken

1 multiple attempts to surface in the west half of
2 Section 7 to appease Matador and to come to a
3 voluntary agreement. The reason that those surface
4 locations have failed, it's been due to the occurrence
5 karsting.

6 There's a ranch house in the west half of
7 Section 7, to my understanding, and then there's,
8 additionally, a pipeline and a -- a railroad is my
9 understanding as well. And the surface topography,
10 the cut and fill gradients, would not pass the BLM
11 surface requirements. So for a multitude of reasons,
12 the west half seven is -- is nonviable. Southwest,
13 excuse me.

14 MR. RANKIN: Southwest section of
15 seven? Southwest quarter of seven you're saying is
16 not viable?

17 MR. CURRY: Yes.

18 MR. RANKIN: Okay. All right. So at
19 the end of last week -- let's see. So this is Matador
20 Rebuttal Exhibit Number 1. Mr. Curry, have you seen
21 this map before?

22 MR. CURRY: Yes. I received it at noon
23 yesterday.

24 MR. RANKIN: Okay. And this shows
25 outlined in green what Matador is proposing or

1 requesting that Permian consider in terms of an
2 alternative spacing unit. One and a half mile
3 development that stops before reaching the southeast
4 quarter of Section 8. Do you see that?

5 MR. CURRY: I'm not able to see section
6 numbers on this map that's hard to read.

7 MR. RANKIN: Yeah. You see how it says
8 "Section 8" right there?

9 MR. CURRY: Okay. Okay. Yes. And
10 this is -- yes. Yes, it details the southwest of
11 Section 8 and the south half of Section 7 as an
12 alternate Fiero project.

13 MR. RANKIN: Yeah. And then just to
14 the west of Section 8 would be Section 7. It's a
15 little hard to read because it's covered up, but this
16 would be Section 7; agreed?

17 MR. CURRY: Yes.

18 MR. RANKIN: Okay. And then outlined
19 here in yellow is our understanding of where Permian
20 has received approval for the BLM for its surface for
21 its Fiero development; correct? Is that your
22 understanding?

23 MR. CURRY: No.

24 MR. RANKIN: No? Where is your
25 understanding that Permian has received approval for

1 its surface for this project?

2 MR. CURRY: We have submitted APDs that
3 include the use of that surface, but it has not been
4 approved -- final approval yet. It's been preliminary
5 approved.

6 MR. RANKIN: Okay. So this is -- does
7 this outlined in yellow the location that you have the
8 onsite with BLM, does that represent where BLM did the
9 onsite with Permian?

10 MR. CURRY: Yes, that's correct.

11 MR. RANKIN: Okay. And based on the
12 onsite location, do you understand there's any other
13 locations that BLM would've approved in the southwest
14 quarter of nine?

15 MR. CURRY: It's hard to tell without
16 the descriptions of the quarter calls in this section,
17 but I was -- I was not a party to that -- that onsite.
18 That was handled by our surface line group.

19 MR. RANKIN: Okay. So you don't know
20 whether the BLM would've approved. Were there any
21 other additional potential locations for surface
22 facilities in the southwest quarter of nine?

23 MR. CURRY: No.

24 MR. RANKIN: Okay. But you agree with
25 me that based on this image there are -- there appear

1 to be ravines or topography that potentially makes it
2 challenging to locate additional surface facilities in
3 the southwest quarter of nine?

4 MR. CURRY: Given that that has not
5 been discussed with the BLM, and we're looking at
6 Google Earth imagery and we haven't been out this
7 location, I believe those are assumptions.

8 MR. RANKIN: Okay. So you don't know
9 as you sit here whether that's the only available
10 location that's set in the southwest quarter of nine,
11 or whether there's other additional locations that
12 could be utilized?

13 MR. CURRY: I -- I don't know because
14 it's not been -- it's not been evaluated.

15 MR. RANKIN: But Permian did have an
16 onsite with the BLM, and this is the one site that has
17 been preliminarily approved by BLM; agreed?

18 MR. CURRY: Yes.

19 MR. RANKIN: Okay. So did Permian
20 Resources discuss potential pad locations on Section 7
21 with the BLM?

22 MR. CURRY: No. They were not required
23 because the BLM's not the surface owner on the west --
24 southwest of Section 7.

25 MR. RANKIN: Right. So there would be

1 no need to do any onsites or get approvals from the
2 BLM for the southwest quarter of Section 7; agreed?

3 MR. CURRY: BLM has no jurisdiction,
4 no.

5 MR. RANKIN: Right. Okay. Now, did
6 Permian Resources evaluate all of Section 7 for pad
7 locations or just certain parts?

8 MR. CURRY: My understanding is it
9 evaluated the southwest quarter of Section 7 as a
10 whole.

11 MR. RANKIN: Okay. And based on that,
12 it identified potential karst locations; correct?

13 MR. CURRY: In addition to various
14 other obstacles, yes.

15 MR. RANKIN: Okay. So let's talk about
16 the karsting that you understand. This is marked as
17 MRC Rebuttal Exhibit Number 2. This is a image that
18 was prepared by Matador based on the KMZ files or the
19 Google Earth files provided by Permian Resources
20 showing the Electro Resistivity Survey Alliance
21 identifying potential karst zones.

22 I think there's 35 of the survey lines, and
23 then also indicated are the -- identify potential
24 karst zones in red. Have you seen this rebuttal
25 exhibit before?

1 MR. CURRY: I've seen the exhibit.

2 MR. RANKIN: Okay. Do you have any
3 reason to dispute or disagree with the representation
4 of the karst surveys that are identified on this map?

5 MR. CURRY: Could you further elaborate
6 for your question?

7 MR. RANKIN: Do you have any reason as
8 you sit here to dispute the accuracy of the
9 representation of these -- the karst survey lines on
10 this map?

11 MR. CURRY: As long as Matador
12 interpreted this data back on the section correctly as
13 there's no section descriptions here now.

14 MR. RANKIN: Okay. Now, I'm going to
15 pull up Matador's third rebuttal exhibit, which shows,
16 again, its proposed --his is Matador -- MRC, Rebuttal
17 Exhibit 3, and it shows, again, Matador's requested
18 alternative spacing unit outlined in green, which is
19 the mile and a half development.

20 It shows the preliminarily approved BLM
21 surface location for Permian Resource's Fiero well pad
22 in yellow. And then it shows in blue the karst survey
23 that was conducted by Permian Resources in the
24 northwest quarter of the southwest quarter of Section
25 7. Do you see that?

1 MR. CURRY: Yes, I see the exhibit.

2 MR. RANKIN: Okay. Do you have any
3 reason, as you sit here, to dispute or disagree with
4 the location of the karst survey as represented on
5 this map within the northwest quarter of the southwest
6 quarter Section 7?

7 MR. CURRY: Assuming Matador
8 extrapolated the KMZ correctly onto this image, it
9 should be correct.

10 MR. RANKIN: Okay. Now, did Permian
11 Resources do any other additional karst surveys other
12 than what's represented here on this map in Section 7?

13 MR. CURRY: I don't know.

14 MR. RANKIN: You're not aware whether
15 Permian did any additional work to identify any other
16 potential karst zones in Section 7?

17 MR. CURRY: I have reason to believe
18 based -- the surface group did do additional studies
19 for karsting, but the only pad we were able to locate
20 due to a variety of other surface issues is shown in
21 this karsting survey.

22 MR. RANKIN: Okay. Now, what about the
23 southwest quarter of the southwest quarter of Section
24 7? There's an existing abandoned pad there. Oh,
25 sorry. Fingers. Isn't this an existing abandoned

1 well pad location in the southwest quarter southwest
2 quarter of Section 7?

3 MR. CURRY: It -- it appears to be
4 that, but we do not know that.

5 MR. RANKIN: Okay.

6 MR. CURRY: Whether It's been abandoned
7 fully or not.

8 MR. RANKIN: Okay. So as you see
9 today, you're not aware what the status of that well
10 pad; is that right?

11 MR. CURRY: That's correct.

12 MR. RANKIN: Okay. Did Permian
13 Resources evaluate the potential to put a well pad
14 location in the southwest quarter southwest quarter of
15 Section 7?

16 MR. CURRY: Yes, we did.

17 MR. RANKIN: And why was that excluded
18 as a possibility?

19 MR. CURRY: The surface topography was
20 too challenging.

21 MR. RANKIN: Okay. Even though -- so
22 when I look at the OCD GIS database, there are two
23 abandoned wells here that were previously located in
24 that location. Are you saying that that topography
25 was too challenging for those existing wells to have

1 been drilled there?

2 MS. HARDY: I object to Mr. Rankin
3 testifying about what those -- files show.

4 THE HEARING EXAMINER: Mr. Rankin?

5 MR. RANKIN: Okay.

6 THE HEARING EXAMINER: Well, I don't
7 know what "Okay" means. Do you have a response?

8 MR. RANKIN: Let me ask this.

9 Mr. Curry, are you familiar with the
10 location of the southwest quarter southwest quarter of
11 Section 7?

12 THE HEARING EXAMINER: And that's the
13 question that you objected to?

14 MR. RANKIN: No, I asked it
15 differently.

16 THE HEARING EXAMINER: That's the new
17 question?

18 MR. RANKIN: I'll rephrase it.

19 THE HEARING EXAMINER: Okay. So the
20 objection is sustained.

21 MR. RANKIN: So we -- sorry. My
22 apologies.

23 THE HEARING EXAMINER: Please rephrase.

24 MR. RANKIN: Okay. Thank you.

25 Mr. Curry, are you familiar with the

1 status of wells in the southwest quarter of the
2 southwest quarter of Section 7?

3 MR. CURRY: Am I familiar with the
4 status of what wells?

5 MR. RANKIN: Of any wells in the
6 southwest quarter of the southwest quarter Section 7?

7 MR. CURRY: No.

8 MR. RANKIN: Okay. Give me one moment
9 and I'll get to my GIS map. One second.

10 THE HEARING EXAMINER: Why don't we
11 take a five-minute break?

12 MR. RANKIN: Okay.

13 THE HEARING EXAMINER: So we're off the
14 record.

15 (Off the record.)

16 THE HEARING EXAMINER: Okay. It is
17 10:26. We're back on the record.

18 Mr. Rankin?

19 MR. RANKIN: Thank you.

20 Thank you, Mr. Curry.

21 I've got on my screen here the Oil
22 Conservation Division's GIS map. Are you familiar
23 with that service that The Division provides?

24 MR. CURRY: Yes.

25 MR. RANKIN: So I'm showing here a zoom

1 in of Township 20 south, Range 27 east, which is the
2 township that Section 7 in the subject land is located
3 in; correct?

4 MR. CURRY: Yes.

5 MR. RANKIN: Okay. And if I zoom in to
6 Section 7 here, in the southwest quarter southwest
7 quarter, which is Lot 4 of Section 7, there are two
8 existing wells that are identified on OCDs website;
9 correct? You see that?

10 MR. CURRY: I see two wells located.
11 The status is not determined.

12 MR. RANKIN: The status is not
13 determined? So if I zoom in on those two wells and I
14 click on them, one is the Davis 7 number two. Well,
15 and it's identified as a plugged well where the site
16 has been released. Do you see that?

17 MR. CURRY: Yes.

18 MR. RANKIN: Okay. And then if I look
19 at the other, well in the southwest quarter of the
20 southwest quarter of Section 7, it's the Davis 7
21 number one well, which has been plugged and site
22 released. Do you see that?

23 MR. CURRY: Yes.

24 MR. RANKIN: Okay. So when I put a
25 label on those so we could see better what the

1 topography is, it appears -- would you agree with me
2 that appears to be a previous well pad location for
3 those two wells?

4 MR. CURRY: Yes. It appears to be a
5 very small vertical well pad.

6 MR. RANKIN: Okay. But Permian
7 Resources did not prepare a karst survey for this
8 location in the southwest quarter southwest quarter,
9 Section 7; agreed?

10 MR. CURRY: Although evaluated, we did
11 not -- it was not -- we did not do a karst survey
12 because it was not conducted to surfacing.

13 MR. RANKIN: It was not what?

14 MR. CURRY: It was not conducted to
15 surface down there. The reason for the -- no karst
16 surveying was done because we were unable to find a
17 location that we deemed viable.

18 MR. RANKIN: So is there a reason that
19 this southwest quarter southwest quarter of Section 7
20 was excluded as a potential surface location?

21 MR. CURRY: Yes. Due to surface issues
22 that were encountered during boots on the ground
23 attempt to find surface.

24 MR. RANKIN: What were those issues?

25 MR. CURRY: I was not a party to these

1 examinations of the -- the surface, but it's my
2 understanding that it had to do with surface
3 topography and changes in elevation, as well as
4 fencing of the fee landowner.

5 MR. RANKIN: Okay. But those two wells
6 that were drilled previously, they didn't have issues
7 with topography; right? Because they successfully
8 drilled and located those two wells at location;
9 correct?

10 MR. CURRY: Yes. But the very small
11 surface footprint required for those wells, they were
12 able to find a small surface location here.

13 MR. RANKIN: Has Permian Resources done
14 an evaluation to determine whether or not this
15 location could house the proposed surface location for
16 its horizontal wells?

17 MR. CURRY: We have.

18 MR. RANKIN: Okay. And based on that,
19 Permian has ruled this out as being adequate to locate
20 its surface facilities?

21 MR. CURRY: That is correct.

22 MR. RANKIN: And that's because, again,
23 the reasons were because of topography?

24 MR. CURRY: The size of the pad is not
25 large enough for us to use that location. And then

1 yes, topography, fences of the -- and then my
2 understanding, they also encountered a -- a pipeline
3 and a railroad somewhere in this area.

4 MR. RANKIN: Okay. So --

5 MR. CURRY: You can kind of see the
6 scarring of the pipeline that runs south of that pad
7 running southeast and northwest.

8 MR. RANKIN: Are you talking about this
9 tract right here? This location?

10 MR. CURRY: Yes. It goes through the
11 middle of where you're suggesting our well could be
12 located.

13 MR. RANKIN: Okay. So has Permian had
14 discussions with the surface owner about potentially
15 locating a surface facility in the southwest quarter
16 southwest quarter of Section 7?

17 MR. CURRY: We had permission to
18 conduct the surveys and to go out there and find
19 surface, but no, we have not had a discussion because
20 it's not conducive to surface.

21 MR. RANKIN: Okay. Going back to
22 Matador, MRC Rebuttal Exhibit Number 3. So it's your
23 testimony that Permian Resources evaluated the west
24 half of the southwest quarter of Section 7 and did not
25 identify any surface locations that would be

1 sufficient or adequate to locate at surface
2 facilities, and this northwest quarter of the
3 southwest quarter Section 7 due to the karsting; is
4 that correct?

5 MR. CURRY: It was not just for a -- a
6 -- would you say -- facilities -- the surface
7 facilities also requires a -- a well pad to drill
8 upon.

9 MR. RANKIN: Right. So based on the
10 karsting, Permian excluded the northwest quarter of
11 the southwest quarter for its facilities and for a
12 well pad; correct?

13 MR. CURRY: Yes.

14 MR. RANKIN: And then excluded the
15 southwest quarter southwest quarter of seven due to
16 the topography, the surface owner's fencing, and a
17 potential location of a pipeline; correct?

18 MR. CURRY: That's correct.

19 MR. RANKIN: Did Permian Resources
20 confirm that that pipeline is active?

21 MR. CURRY: I -- that is probably the
22 process of our surface assignment, but I was told
23 there was a pipeline. So under that is -- that's --
24 it's been told to me. I assume it is active.

25 MR. RANKIN: Okay. And is the reason

1 that -- what would that mean if that pipeline were not
2 active? Would that no longer be an issue for
3 relocating a well pad there?

4 MR. CURRY: There's a variety of
5 reasons that we could not surface down there, but that
6 may address that one issue.

7 MR. RANKIN: Okay. The other issues
8 were because of the surface owner's surfing fencing;
9 correct?

10 MR. CURRY: That's correct.

11 MR. RANKIN: And then topography
12 issues; correct?

13 MR. CURRY: Correct.

14 MR. RANKIN: When you say "topography
15 issues," is that because it's uneven?

16 MR. CURRY: It has to do with creating
17 slope and requires -- yes. Uneven elevation changes.
18 Things of that nature, I believe.

19 MR. RANKIN: Okay. And isn't that
20 something that is -- when you build a pad, don't you
21 address those issues by building a level pad location?

22 MR. CURRY: You do, but it causes
23 environmental problems when you change the topography
24 of the lands and change the natural drainage of the
25 lands.

1 MR. RANKIN: So you're looking for a
2 location that's generally flat so you don't have to
3 modify the natural drainage? That's the goal if
4 possible?

5 MR. CURRY: In a broad generalization,
6 yes, but there are a variety of other impacts that we
7 study.

8 MR. RANKIN: Okay. So if I -- looking
9 at this Exhibit 3, Rebuttal Exhibit 3, and I'm going
10 to look at the middle of Section 8, your Affidavit
11 does not address the potential or any basis for
12 excluding a surface location in the middle of Section
13 8; correct?

14 MR. CURRY: The basis for exclusion is
15 we do not have the necessary times to prudently seek
16 the approvals and gain the approvals of the BLM to
17 surface there as it is an impossibility.

18 MR. RANKIN: So during the discussions
19 with BLM, when you were looking at well pad locations
20 and discussing with Matador potential alternatives for
21 Permian's spacing unit, Permian did not discuss with
22 the BLM any potential surface locations in the west
23 half of the southeast quarter Section 8?

24 MR. CURRY: We did not, because at the
25 time, we did not have the required time to go through

1 that full process. By the time that Matador brought
2 this issue to our attention, that they would -- the
3 request came, I believe it was almost four months
4 after they knew about our project.

5 MR. RANKIN: Okay. But based on what
6 you know, there's no reason that Matador wouldn't be
7 able to locate a surface pad, a well pad, or surface
8 facilities in the west half of the southeast quarter
9 Section 8?

10 MR. CURRY: No one's been out there --
11 done any work to show it could surface or not, so
12 that's an assumption with no basis for work, but yes.

13 MR. RANKIN: Okay. So but you have no
14 reason to say a surface facility or well pad couldn't
15 be located there; right?

16 MS. HARDY: Object to the form. It
17 misstates testimony.

18 THE HEARING EXAMINER: Mr. Rankin?

19 MR. RANKIN: Well, I'm asking him
20 whether he has any basis to testify that a well pad
21 couldn't be located there. I'm asking -- it is just
22 an open-ended question. I'm asking him whether
23 he -- there's any basis that he's aware of where that
24 would exclude that as a potential location for well
25 pad.

1 THE HEARING EXAMINER: Ms. Hardy, does
2 that help?

3 MS. HARDY: Yes.

4 THE HEARING EXAMINER: Okay.

5 Please answer that question.

6 THE WITNESS: Yes. It is excluded on
7 the basis that we simply do not have time to get the
8 necessary approvals to develop there from that
9 location.

10 MR. RANKIN: Okay. So that was
11 Permian's decision to not evaluate a potential
12 location for a well pad in the west half of the
13 southeast quarter Section 8; correct?

14 MR. CURRY: We sought a surface
15 location going back almost, I believe, over a year,
16 found a successful surface location; and then by the
17 time that Matador raised their objection, it was an
18 impossibility to surface there. So yes, we chose not
19 to evaluate that because it was not a viable surface
20 option for us.

21 MR. RANKIN: Just based on timing; not
22 based on any physical characteristics of the location;
23 correct?

24 MR. CURRY: I have not been out there,
25 so I -- and we're looking at Google Earth imagery, and

1 I -- I don't know.

2 MR. RANKIN: Okay. But you're -- what
3 you're testifying to that it was an impossibility, it
4 was based on timing, not based on any physical
5 characteristics of the land; agree?

6 MR. CURRY: It was excluded for the
7 primary reason of timing.

8 MR. RANKIN: Okay. Now -- and that's
9 because that the west half of the southeast quarter
10 Section 8 is subject to BLM approvals; correct?

11 MR. CURRY: Yes.

12 MR. RANKIN: But the east half of the
13 southwest quarter of Section 8 is all fee; correct?

14 MR. CURRY: That is incorrect.

15 MR. RANKIN: Okay. The -- it's fee
16 minerals correct?

17 MR. CURRY: The east half of the
18 southeast?

19 MR. RANKIN: East half of the southwest
20 quarter of Section 8?

21 MR. CURRY: That is correct. Fee
22 minerals.

23 MR. RANKIN: Fee minerals. But you're
24 saying it's federal-controlled surface?

25 MR. CURRY: That is my understanding.

1 MR. RANKIN: Okay. And your
2 understanding is that because it's federal-controlled
3 surface, you would still need to work through the BLM
4 to get approvals for a surface pad and well location;
5 correct?

6 MR. CURRY: Yes.

7 MR. RANKIN: Okay. Okay. Turning to
8 your rebuttal slides, is it your testimony that the
9 1964 JOA -- it is not your testimony that the 1964 JOA
10 is terminated; agreed?

11 MR. CURRY: I have no knowledge of the
12 termination of the agreements.

13 MR. RANKIN: So you're not testifying
14 that in your opinion it's terminated; correct?

15 MR. CURRY: I have not addressed that
16 issue in my testimony.

17 MR. RANKIN: Okay. I just wanted to
18 clear that and be clear that that's not your
19 testimony. And just to be clear here, in this slide
20 where you talk about this Turner Federal Deep JOA, is
21 it -- your testimony is that the Turner 7 Federal Deep
22 number one JOA superseded the 1964 JOA only with
23 respect to the Turner Federal Deep Number on -- unit;
24 correct?

25 MR. CURRY: Yes.

1 MR. RANKIN: Okay. It's not -- in
2 other words, it's not your testimony that the Turner
3 Federal Deep number one JOA supersedes the entire 1964
4 JOA; correct?

5 MR. CURRY: That is correct.

6 MR. RANKIN: Okay. Going back to your
7 slide, this rebuttal slide A13. All the parties that
8 you've identified here in your table as having signed
9 onto the -- to a superseded JOA, have they all signed
10 Permian's proposed JOA?

11 MR. CURRY: They have.

12 MR. RANKIN: Okay. Okay. So when I go
13 to your -- and the table on the right-hand side that
14 shows your summation of the interests within that
15 southeast quarter of Section 8. I'm a little confused
16 how you get -- how these numbers add up because you're
17 showing Permian with 24.7 percent interest; correct?
18 For this southeast quarter of Section 8?

19 MR. CURRY: On a JOA ownership
20 contractual basis, yes.

21 MR. RANKIN: Okay. So you're saying if
22 I take all these interest owners that have signed the
23 superseded JOA, Jalapeno, Sharbro, Nortex, and so
24 forth, on a unit-wide basis, on a Fiero unit-wide
25 basis, it adds up to 24.7 percent; is that right?

1 MR. CURRY: No.

2 MR. RANKIN: Okay. Explain how you got
3 your number here, 24.7 percent?

4 MR. CURRY: That is Permian Resource's
5 contractual ownership in the southeast of Section 8,
6 and MRC's contractual ownership as they claim in their
7 -- their affidavit of their contractual ownership.

8 MR. RANKIN: Okay. So when you look at
9 MRC's 1964 JOA, and I look at your table on the left
10 where you have EOG resources, Yates, MRC, Permian,
11 Lucas Properties, and Patricia Miller, those are all
12 parties that are subject to the 1964 JOA; correct?

13 MR. CURRY: Yes. Those parties are
14 still subject.

15 MR. RANKIN: Okay. But you don't
16 include their interests when you calculate the
17 interests subject to that JOA in the southeast quarter
18 Section 8, do you, on the table?

19 MR. CURRY: Your understanding of
20 what's being calculated is not correct.

21 MR. RANKIN: Okay. Explain again
22 because I must be missing what I understand is being
23 calculated in that table?

24 MR. CURRY: So that is the contractual
25 ownership of Matador and the contractual ownership of

1 Permian in the southeast of Section 8. Not the
2 percentage of the parties that have signed or remain
3 subject to each JOA.

4 MR. RANKIN: Okay. I understand. So
5 you're not attributing any additional interest to
6 either party in that table? You're just solely
7 looking at MRC's interest in Permian interest;
8 correct?

9 MR. CURRY: Yes.

10 MR. RANKIN: Okay. What time frame --
11 over what time frame did these parties sign the JOA?
12 Permian's JOA?

13 MR. CURRY: Be from March until last
14 week. I believe the beginning of March is the
15 effective date of that JOA.

16 MR. RANKIN: March 2025; correct?

17 MR. CURRY: This year, yes.

18 MR. RANKIN: Okay. So is it your
19 opinion that each of the parties that signed Permian's
20 superseding JOA are no longer committed to the 1964
21 JOA?

22 MR. CURRY: I believe that's a legal to
23 interpretation that I'm not going to make.

24 MR. RANKIN: Okay. So you're not
25 opining one way or the other whether those parties are

1 also still subject to the 1964 JOA?

2 MR. CURRY: Those parties have
3 superseded and replaced the 1964 JOA with Permian JOA.

4 MR. RANKIN: So it's your opinion that
5 those parties are no longer obligated under the 1964
6 JOA?

7 MR. CURRY: It is a legal
8 interpretation of my point I won't make.

9 MR. RANKIN: Well, you're saying -- on
10 the one hand, you're saying that they've superseded
11 the 1964 JOA; and on the other hand, you're telling me
12 that you're not going to testify one way or the other
13 about whether they're still committed to the 1964 JOA;
14 right?

15 MR. CURRY: The language states that
16 they've superseded and replaced all existing joint
17 operating agreements as a summary as to the contract
18 area and the depths of the Fiero JOA. Whether they're
19 still subject to both JOAS or Permian JOA, there is a
20 legal interpretation.

21 MR. RANKIN: Okay. So I guess, you
22 know, trying to figure out, like, you know, if from
23 The Division's perspective, I'm trying to figure out
24 who controls what working interests in the Southeast
25 court of Section 8.

1 You understand Matador's position is that
2 because it has the 1964 JOA and it's the operator, all
3 parties that you've identified on this table are
4 either signatories to that 1964 JOA, or are successors
5 and interest to it. Matador's position is that it has
6 100 percent interest committed to its JOA.

7 Do you understand that? In that southeast
8 quarter Section 8?

9 MR. CURRY: I -- I understand Matador's
10 position is they have -- all the successors to the
11 original parties are subject to that JOA through
12 various acquisitions.

13 MR. RANKIN: Okay. Let me see. And if
14 I add up -- we talked about this previously. When I
15 add up all the interests that you're seeking to pool
16 that are subject to the 1964 JOA, that adds up to just
17 about 56 percent; agreed?

18 MR. CURRY: Can you please rephrase the
19 question?

20 MR. RANKIN: Yeah. Previously, you and
21 I discussed that the parties that Permian Resource is
22 seeking to pool identified in yellow. All these
23 parties that you're seeking to pool in yellow are
24 subject to the 1964 JOA; correct?

25 MR. CURRY: Assuming it's still a valid

1 agreement and that they have not made other
2 arrangements or subject to other agreements, then yes,
3 it would still be subject.

4 MR. RANKIN: Okay. And those interests
5 highlighted in yellow, they add up to about 56 percent
6 in the southeast quarter of Section 8; agree?

7 MR. CURRY: On a leasehold basis, yes.

8 MR. RANKIN: Okay. So if I look at --
9 just in terms of what working interest constitutes the
10 southeast quarter Section 8, if I were to put all the
11 interest in Matador's bucket, that would be about 56
12 percent of the working interest in the southeast
13 quarter of Section 8; correct?

14 MR. CURRY: That calculation would
15 yield that number, yes.

16 MR. RANKIN: Okay. And then on
17 Permian's bucket, that would be -- you've got here
18 listed that Permian -- you've identified 24.7 percent
19 interest for Permian; agreed?

20 MR. CURRY: You're comparing a JOA
21 joinder number to a individual entity number here.
22 Not a joinder number, as a joinder number and a
23 ownership number as an ownership number.

24 MR. RANKIN: Okay. So just looking at
25 this table here on your Exhibit A13, how did you get

1 up to 24.7 percent for Permian? Just walk me through
2 the calculation?

3 MR. CURRY: Yes. So we took the
4 party's ownership on a leasehold basis in the
5 southeast of Section 8 that have signed and has
6 superseded the 1964 JOA. And then we multiplied it by
7 Permian's working interest in the JOA, which creates
8 the contractual spread, which is also done in the 1964
9 JOA.

10 So it's the proportions of the lands
11 committed to the JOA that Permian owns through
12 contractual ownership. The same thing was done for
13 Matador's ownership of the 1964 JOA.

14 MR. RANKIN: So if I go back -- and in
15 other words, talk me through it using your ownership
16 interest in tract number two?

17 MR. CURRY: If we could please start
18 with the unit recapitulation, that might be more
19 beneficial.

20 MR. RANKIN: Okay.

21 MR. CURRY: So we took the 56 percent
22 interest that's Permian owned in the spacing unit
23 along with the Read & Stevens interest, and added
24 those numbers together, which is their percentage of
25 ownership in the contract area of JOA.

1 And then we multiplied that number by the
2 amount of interest that has been committed to the
3 southeast of Section 8 and tract two to arrive at
4 Permian's contractual ownership or contractual working
5 interest in the southeast quarter of Section 8.

6 MR. RANKIN: Okay. So your approach,
7 then, is to include the ownership interest within the
8 proposed unit; correct?

9 MR. CURRY: Can you please clarify?

10 MR. RANKIN: Your approach to making
11 this calculation in this table on your Exhibit A13 is
12 to include Permian's ownership interest within its
13 proposed Fiero unit; correct?

14 MR. CURRY: My interpretation is using
15 the percentage of the cost of -- that Permian will
16 bear at this point. This is based off the actual
17 working interest that will be used for development.

18 MR. RANKIN: Okay. But it's not based
19 solely on a leasehold limited to the southeast quarter
20 of Section 8; correct?

21 MR. CURRY: No. Neither the 1964 JOA
22 or the PRJOA was based off leasehold because those
23 numbers are no longer used once JOAs have been put in
24 place.

25 MR. RANKIN: Okay. Looking at your

1 Rebuttal Exhibit A15 where you lay out potential
2 scenarios where Matador could develop the south half
3 of Section 9, the top two scenarios that you've
4 identified here both assume that the federal -- this
5 unleased federal tract in the southwest quarter of the
6 southeast quarter of Section 9 would be leased;
7 correct?

8 MR. CURRY: Yes. Based on the
9 prevailing actions of the BLM and the leasing of
10 unleased federal lands in the immediate area, their
11 basis -- that is leased directly off the actions of
12 the BLM.

13 MR. RANKIN: Okay. And that also
14 assumes that whoever leases that tract, if it's not
15 Matador, would agree to contribute that acreage to
16 Matador's proposed Becky development?

17 MR. CURRY: No, that is not correct.

18 MR. RANKIN: Okay. How do you get to
19 the point where that tract would be included in the
20 Becky development?

21 MR. CURRY: Matador force pools a
22 majority of their proposed spacing units in New Mexico
23 is my understanding. So if they're unable to seek
24 voluntary -- win the tract, purchase the interest, or
25 force pool the interests, then yes.

1 MR. RANKIN: So it would be either that
2 they would agree to voluntarily contribute or Matador
3 would have to force pool that tract if it wasn't
4 Matador itself that obtained the lease; agree?

5 MR. CURRY: Or purchase the interest,
6 yes.

7 MR. RANKIN: Okay. And then same with
8 the east half of the southeast quarter of Section 9?
9 These scenarios assume that Matador would either reach
10 a voluntary agreement with those parties, or
11 successfully force pool them; agree?

12 MR. CURRY: Or acquire the interests or
13 in the prevailing bid.

14 MR. RANKIN: Okay. So there's several
15 steps that would have to be -- take place in order for
16 the either of these two scenarios to occur; correct?

17 MR. CURRY: There's only one step.
18 There's four options available to Matador.

19 MR. RANKIN: One step being to have the
20 interests included in the proposed spacing unit;
21 agreed?

22 MR. CURRY: I'm sorry?

23 MR. RANKIN: One step being that those
24 interests would be included in the proposed spacing
25 unit; agree?

1 MR. CURRY: Yes.

2 MR. RANKIN: Yeah. Now, the second
3 scenario here assumes that the BLM would approve a
4 surface facility and surface pad, a well pad, in the
5 area that you've hatched; correct?

6 MR. CURRY: Yes.

7 MR. RANKIN: And you don't have any
8 basis, as you sit here, to know whether the BLM would
9 actually approve a surface well pad and surface
10 facilities in the area that you've identified with
11 your hatching; correct?

12 MR. CURRY: That is correct. Although,
13 there are four development options pictured with
14 numerous surface locations. And the BLM works with
15 operators to find a place for them to be able to
16 surface, so they're precluded from developing their
17 acreage.

18 MR. RANKIN: Okay. But I guess my
19 question simply is you don't know, as you sit here,
20 whether the BLM would approve, or has indicated it
21 would approve, any development or locations for well
22 pads in the east half of Section 9; correct?

23 MR. CURRY: There is no factual basis
24 that a surface location would not be approved, as no
25 one has evaluated this surface location.

1 MR. RANKIN: So my question is just, as
2 you sit here today, you're not aware whether the BLM
3 would approve or would not approve a surface location
4 in the east half of Section 9; correct?

5 MR. CURRY: I have no basis to believe
6 that they would not approve a surface location.

7 MR. RANKIN: Okay. And you're not
8 aware of whether Matador has had any discussions with
9 the BLM about locating any surface facilities or well
10 pads on the east half of Section 9; correct?

11 MR. CURRY: I am aware. They've
12 testified that they have not sought surface locations
13 with the BLM or approached the BLM or begun the
14 process for even evaluating the surface locations.

15 MR. RANKIN: And you're not aware
16 whether the BLM would approve a location of the west
17 half of the southwest quarter of Section 10; correct?

18 MR. CURRY: There is no basis to show
19 that they would not approve it.

20 MR. RANKIN: Okay. And on your first -
21 - but you're not aware; right? You're not aware of
22 the BLM having approved or having any discussions on
23 whether they would approve a location in the west half
24 of the southwest quarter of ten; agreed?

25 MR. CURRY: Discussions have not

1 happened, so there's -- there's no telling.

2 MR. RANKIN: Okay. Based on your
3 knowledge, you're not aware?

4 MR. CURRY: There's no -- I'm not aware
5 of any reason they would or would not approve these
6 locations.

7 MR. RANKIN: Okay. Now, on the first
8 location here, the first option that you've
9 identified, when I look at Matador Rebuttal Exhibit
10 Number 1, that assumes that Matador would be able to
11 put a well pad and surface facilities in the west half
12 of the southwest quarter of Section 9; correct? That
13 I've highlighted here on this rebuttal slide number
14 one?

15 MR. CURRY: Or in the east half of the
16 southeast quarter of Section 8.

17 MR. RANKIN: Or in this area just to
18 the west? Is that what you're saying?

19 MR. CURRY: That's correct.

20 MR. RANKIN: Okay. But all those
21 locations appear to have topographical issues, and so
22 you can't say, as you sit here today, that the BLM
23 would approve those locations, can you?

24 MR. CURRY: On the other side of the
25 pad, our patch showing the Fiero pad, it looks to be a

1 very similar area that would mirror our pad and show
2 available surface locations. I don't -- I do not
3 believe that those areas are precluded from surface
4 use.

5 MR. RANKIN: Okay. But you haven't had
6 those discussions with the BLM yourself, and so you're
7 not aware of whether the BLM would actually approve a
8 location in the east half of the southeast quarter of
9 Section 8?

10 MR. CURRY: No. So one has had
11 discussions with the BLM, so that area has not been
12 precluded one way or the other.

13 MR. RANKIN: Okay. The same issues --
14 the same assumptions apply to all your scenarios;
15 right? Because you don't know, as you sit here,
16 whether the BLM would approve any of these locations
17 that you've identified as a potential in the east half
18 of Section 9 or in any portion of Section 10; correct?

19 MR. CURRY: There have been roughly 12
20 40-acre quarter -- quarter calls that have been
21 identified. One would reasonably believe that one of
22 12 surface locations would be approved by the BLM.

23 MR. RANKIN: Okay. Now, you testified
24 in your rebuttal testimony, Exhibit A16, that under
25 Matador's proposed development, that the portions are

1 120 acres of the southeast quarter Section 9 would be
2 stranded; correct?

3 MR. CURRY: Yes.

4 MR. RANKIN: Okay. Now, that acreage
5 that's not part of the 1964 JOA, that condition exists
6 whether -- no matter who, Permian or Matador, wins
7 these competing development plans; right?

8 MR. CURRY: No.

9 MR. RANKIN: Why is that not the case?

10 MR. CURRY: If Matador doesn't proceed
11 forth with their development plans, I do not believe
12 there's any reasonable party that would, on working
13 interests, that would want that land to become
14 valueless. They would be highly motivated to join
15 into Matador's development plans if they were altered.

16 MR. RANKIN: I guess my question is, as
17 we sit here today, those tracts are number one, not
18 part of the 1964 JOA, and then the southwest quarter
19 of the southeast quarter of Section 9 is not currently
20 leased; agree?

21 MR. CURRY: That's correct.

22 MR. RANKIN: Okay. So that condition
23 exists whether or not -- no matter which party wins
24 this competing development case; correct?

25 MR. CURRY: No, it does not.

1 MR. RANKIN: How is that not the case?
2 I mean --

3 MR. CURRY: Because if our development
4 plans are approved, Matador would be able to develop
5 the whole south half, and there's no reasonable party
6 that wouldn't join in those development plans to avoid
7 their acreage being stranded.

8 If Matador's development plans are approved,
9 that acreage is -- if Matador drills as they've
10 proposed, will be permanently stranded with no choice
11 for voluntary joiner or an acquisition or -- or any of
12 the above.

13 MR. RANKIN: So you're saying that that
14 whoever owns those interests, whoever leases the
15 southwest quarter or the southeast quarter Section 9,
16 would be forced, essentially, to participate in
17 Matador's proposed development to avoid being
18 stranded; correct?

19 MR. CURRY: It would not be forced, but
20 if you've spent the money to buy the federal lease in
21 the southwest of the southeast of nine, you wouldn't
22 want the acreage to be stranded because then it would
23 become inherently less valuable. So they would be
24 highly motivated to join in on Matador's development
25 plans, and there's no business basis for not joining

1 in Matador's development plan.

2 MR. RANKIN: Okay. Now, as to what The
3 Division is currently having to address, and I guess
4 my point is, Mr. Curry, that, you know, whoever wins
5 or whatever development plan is evaluated, that those
6 tracts have to be accountable one way or the other;
7 agree?

8 MR. CURRY: If our development plan is
9 approved, Matador's development plan would've to be
10 regearred, and one would hope they would not strand
11 acreage. So no, it is -- it's not the same whether
12 reach application gets approved.

13 MR. RANKIN: Okay. But I guess my
14 point is, though, that either way, that acreage has to
15 be addressed one way or the other to avoid it being
16 stranded; agreed?

17 MR. CURRY: Yes. We would hope
18 Matador's a prudent operator and would include the
19 stranded acreage.

20 MR. RANKIN: So what's at issue in this
21 case is really the southeast quarter of Section 8;
22 agreed? Because that's what's being -- that's the
23 contested acreage here is the southeast quarter of
24 Section 8. Wouldn't you agree?

25 MR. CURRY: That is one of the issues

1 of the case, but I believe what's being addressed is a
2 development plan that doesn't strand acreage in a
3 mutually beneficial development plan.

4 MR. RANKIN: But you -- I mean, you
5 agree with me, and you just stated that a prudent
6 operator would not leave that southeast quarter of 120
7 acres stranded; agreed?

8 MR. CURRY: That is correct. The
9 Matador's development plans, we believe, fully rest
10 upon the JOA. And therefore, they were precluded from
11 making the JOA argument in this case. And as a
12 result, they've been forced to strand that 120 acres.

13 MR. RANKIN: So if we just look at the
14 ownership interest in the southeast quarter of Section
15 8, what actually is owned on a leasehold basis --
16 Matador owns close to around 29 percent interest in
17 that lease, in that tract number two; correct?

18 MR. CURRY: No. They've actually
19 testified they own less interest.

20 MR. RANKIN: Okay. So based on your
21 analysis, they own about 28 percent; correct?

22 MR. CURRY: Subject to a stipulation of
23 interest being signed, that is the greatest amount of
24 interest they could own, but it could be less.

25 MR. RANKIN: Okay. So and in that same

1 tract, Permian owns just over 1 percent interest;
2 correct?

3 MR. CURRY: We don't use leasehold
4 numbers for development purposes. We develop one
5 contractual ownership because that is the legal
6 ownership of the space units on -- derived from the
7 JOAs. So the leasehold basis is not used for
8 development purposes or for ownership purposes. It's
9 contractual basis.

10 MR. RANKIN: In terms of trying to
11 understand what the ownership control is in the
12 southeast quarter of section 8, Permian owns 1.1
13 percent -- a little over 1.1 percent; agreed?

14 MR. CURRY: On a leasehold basis, that
15 would not be used for development purposes or,
16 correct, ownership assumptions, yes. On a leasehold
17 basis purely.

18 MR. RANKIN: Do you agree with me that
19 Matador is not proposing to develop the southwest
20 quarter of Section 8 or the south half of Section 7?

21 MR. CURRY: There was an email that was
22 sent from Chris Carleton that said that they would --
23 could be counter proposing into our acreage, which
24 deviates from the plans that have been set forth in
25 these cases. So I am uncertain what Matador's plan

1 is. But as set forth in this case, no, they do not
2 propose to.

3 MR. RANKIN: Okay. Just to clarify,
4 your testimony, as presented in this case, it's your
5 understanding, currently, that Matador is not
6 proposing to develop any portion of the southwest
7 quarter of Section 8 or the south half of Section 7?

8 MR. CURRY: Using the testimony set out
9 strictly in these cases, that's correct.

10 MR. RANKIN: And do you understand that
11 Matador would agree with Permian if it were to develop
12 a one and a half mile horizontal well plan instead of
13 a two mile plan as Matador has proposed in its
14 Rebuttal Exhibit Number 1?

15 MR. CURRY: They proposed that we could
16 either drill into their Becky unit or cut back to a
17 mile and a half. Given the current surface location
18 that's set forth in these applications, we would be
19 unable to include the Becky acreage at the request,
20 which is subject to the 1964 JOAs. And that has
21 proved to be an impossibility in the west half
22 surfacing here.

23 MR. RANKIN: Now, if Permian were to
24 develop only tract one identified in your two exhibits
25 here, you would still be able to meet your lease

1 obligations if you're able to get the surface
2 locations on fee; correct?

3 MR. CURRY: We have ruled out all
4 possible surface locations on the fee acres that are
5 conducive to developing horizontal acreage, so no,
6 that's not a true statement. It would be precluded
7 from meeting our lease obligations.

8 MR. RANKIN: You didn't -- I don't
9 understand that you had ruled out the east half of the
10 southwest quarter of Section 8 from a potential
11 surface location?

12 MR. CURRY: Your basis of your question
13 was on fee surface. That is not fee surface.

14 MR. RANKIN: Okay. So based on fee
15 surface, you've ruled out all potential locations but
16 here; correct?

17 MR. CURRY: That's correct.

18 MR. RANKIN: Okay. Let me just consult
19 my notes, Mr. Hearing Officer. One moment, and I may
20 be done.

21 I just have one line of questions,
22 Mr. Curry. I want to understand the timing again on
23 this. So I understand that Permian first engage --
24 tried to identify surface locations more than a year
25 ago; is that correct?

1 MR. CURRY: Give me one second so I can
2 refer to that time. Yes. Roughly a year ago, we
3 began the process.

4 MR. RANKIN: Okay. And do you know
5 when was it that Permian was able to get preliminary
6 approval for this proposed well pad location for the
7 Fiero project?

8 MR. CURRY: It appears to be October
9 23rd when the onsite was conducted.

10 MR. RANKIN: October 23rd of 2024?

11 MR. CURRY: Yes.

12 MR. RANKIN: Okay. And that was -- and
13 then the proposed JOA was circulated to the parties in
14 2025?

15 MR. CURRY: That is correct. We waited
16 until our Federal APDs have been submitted to propose
17 these wells.

18 MR. RANKIN: Okay. So you didn't yet
19 have the agreement of the parties prior to identifying
20 your well pad location and preliminary well locations;
21 is that correct?

22 MR. CURRY: We had an interest in that
23 -- I'm struggling with the question.

24 MR. RANKIN: No. I'm trying -- I
25 guess, basically, you did not send around a JOA or get

1 approval, or the party signed up to a JOA until after
2 you'd already gotten a preliminary approval for your
3 well pad location; correct?

4 MR. CURRY: That is correct. We don't
5 like to propose wells with plans that may change
6 because they've not been approved. It causes
7 confusion. It causes "reproposals" to happen. So the
8 preferred manner is to have your deal on plans
9 finalized and then propose the wells with the
10 accompanying JOA.

11 MR. RANKIN: Okay. No further
12 questions, Mr. Examiner.

13 THE HEARING EXAMINER: Mr. Fordyce? I
14 can't hear you. I don't know if it's the volume in
15 the room or if it's your microphone. I can't tell.

16 MR. FORDYCE: May be my microphone.

17 THE HEARING EXAMINER: There we go.

18 MR. FORDYCE: I have no further
19 questions for this witness, Mr. Hearing Examiner.

20 THE HEARING EXAMINER: Okay. Thank
21 you.

22 Is there any redirect?

23 MS. HARDY: I have just a couple.

24 //

25 //

1 REDIRECT EXAMINATION

2 BY MS. HARDY:

3 MS. HARDY: Mr. Curry, earlier in
4 response to one of Mr. Rankin's questions, you stated
5 that MRC had invited Permian Resources to develop into
6 the Becky acreage?

7 MR. CURRY: Yes, that is correct.

8 MS. HARDY: And can you explain what
9 you're talking about?

10 MR. CURRY: Yes. Matador's Senior Vice
11 President of Land sent an email to myself and other
12 Permian Resources employees that suggested that we
13 either extend our laterals to include the southwest
14 quarter of Section 9 and the northwest quarter of the
15 southeast quarter of Section 9 to develop their
16 acreage.

17 Which we said we were not comfortable
18 intentionally stranding acreage, so we would look at
19 surface locations that would allow us to drill a mile
20 and a half and cut our laterals back. However, after
21 multiple attempts and diligent work to try to cut
22 these laterals back and find new surface, we were
23 unable to do so.

24 But yes, they invited us to develop
25 Matador's development plans.

1 MS. HARDY: And with respect to the
2 JOA, the 1964 JOA, if parties to that JOA have signed
3 Permian Resource's superseding JOA, is it your
4 understanding that means that they want to participate
5 in Permian Resource's development?

6 MR. CURRY: Yes. It is a very clear
7 indication that they would like to join in and support
8 Permian Resource's proposed development.

9 MS. HARDY: And is that instead of
10 Matador's development?

11 MR. CURRY: That's correct.

12 MS. HARDY: And Mr. Rankin asked you
13 several questions about whether Permian Resources
14 evaluated other potential surface locations in the
15 southwest quarter of Section 9. Do you recall those
16 questions?

17 MR. CURRY: Yes.

18 MS. HARDY: And did Permian Resources
19 identify the most prudent surface location when it was
20 evaluating surface?

21 MR. CURRY: In the southwest of -- yes.
22 We had our first surface plan approved by the BLM with
23 minimum modifications, so we chose not to further
24 evaluate surface because it was approved.

25 MS. HARDY: And the BLM agreed with

1 Permian Resource's proposal to locate surface in that
2 location?

3 MR. CURRY: They did.

4 MS. HARDY: Mr. Rankin asked you a
5 number of questions about potential surface locations
6 on the southwest quarter of Section 7. Do you recall
7 those questions?

8 MR. CURRY: I do.

9 MS. HARDY: And he mentioned that there
10 are vertical plugged and abandoned wells at that
11 location?

12 MR. CURRY: That's correct.

13 MS. HARDY: Okay. And are the well
14 pads for vertical wells different from the well pads
15 that would be used here for horizontal wells?

16 MR. CURRY: Yes. I believe the bench
17 to those wells were much older, and the surface
18 requirements to drill a vertical well there are many
19 times smaller than the surface requirements for
20 horizontal development.

21 MS. HARDY: So are there larger surface
22 impacts for horizontal well pads generally?

23 MR. CURRY: Very much.

24 MS. HARDY: Does the fact that vertical
25 well pads were located there mean that it's possible

1 to locate large horizontal well pads there?

2 MR. CURRY: No, it does not.

3 MS. HARDY: Mr. Rankin asked you
4 questions about the disputed acreage in the southeast
5 quarter of Section 8. Do you recall those questions?

6 MR. CURRY: Yes.

7 MS. HARDY: And he asked you about
8 whether this case involves that disputed acreage. Do
9 you recall that?

10 MR. CURRY: Yes.

11 MS. HARDY: And does this case involve
12 Permian Resource's entire development plan?

13 MR. CURRY: Yes.

14 MS. HARDY: Which is not just for the
15 southeast quarter of Section 8; is that right?

16 MR. CURRY: That's correct.

17 MS. HARDY: And if Permian Resource's
18 applications are denied, would it be unable to pursue
19 its development that it's proposing here?

20 MR. CURRY: We do not see a way to
21 develop our acreage prior to the expiration of those
22 leases if our applications are denied after multiple
23 attempts to find alternative ways.

24 MS. HARDY: And would Permian
25 Resource's inability to develop its acreage result in

1 waste?

2 MR. CURRY: Yes.

3 MS. HARDY: Thank you. I have no
4 further questions.

5 THE HEARING EXAMINER: Is there any
6 cross on that Mr. Rankin?

7 MR. RANKIN: I guess just one question.

8 RECROSS-EXAMINATION

9 BY MR. RANKIN:

10 MR. RANKIN: Mr. Curry, you testified
11 just now that the surface locations required for a
12 horizontal well pad are larger; right? Than a
13 vertical well pad; correct?

14 MR. CURRY: Traditionally, yes.

15 MR. RANKIN: And if I'm looking at this
16 map here, I'm on the screen, in the sections to the
17 south of the Fiero proposed well pad preliminarily
18 approved by BLM, is another well pad just to the
19 south. Do you see that here outlined?

20 MR. CURRY: I do.

21 MR. RANKIN: Is that Permian's
22 Bonneville development plan?

23 MR. CURRY: It is.

24 MR. RANKIN: Okay. And that's
25 approximately the size of a horizontal well pad that

1 you would need to develop that Fiero; is that correct?

2 MR. CURRY: I'm not comfortable with,
3 like, the full surface requirements, but a generalized
4 yes. They can be longer, wider, and, you know, not
5 perfect squares, but general surface area, yes. But
6 they can be articulated in different ways.

7 MR. RANKIN: In order to fit the
8 topography or the terrain or whatever, existing
9 conditions are in place; is that correct?

10 MR. CURRY: Yes. It's the practice of
11 many operators to adjust from a perfect square to meet
12 topography issues.

13 MR. RANKIN: And the surface pad to the
14 south of the Bonneville, that's also another
15 Bonneville location that Permian Resources has
16 developed; correct?

17 MR. CURRY: Tascosa [ph] developed
18 those, but our --

19 MR. RANKIN: Okay. But you're telling
20 me that this size well pad that I've identified for
21 the Bonneville is too big to locate in the southwest
22 quarter southwest quarter of Section 7?

23 MR. CURRY: Due to the numerous issues
24 that have been identified in that area you're
25 discussing, yes. That that pad is too big.

1 MR. RANKIN: Okay. So looking at the
2 GIS website here where we've seen -- sorry. This is
3 the Bonneville well pad; correct?

4 MR. CURRY: I believe that to be true.

5 MR. RANKIN: And you're telling me that
6 there's not enough space in the southwest quarter of -
7 - southwest quarter southwest quarter of Section 7 to
8 put a similar well pad in that location, even avoiding
9 this potential pipeline that's located here; correct?

10 You could not configure a well pad that's
11 large enough to fit, accommodate, Permian's horizontal
12 development in that location?

13 MR. CURRY: It is, yes. It was my
14 basis based off the pipeline respecting the rights of
15 the surface owner and the rancher with the fence,
16 topography changes, the existing well pads, that no,
17 we are precluded from surfacing there.

18 MR. RANKIN: Because you'd have to move
19 a well owner's fence?

20 MR. CURRY: Yes, and it's a surface use
21 agreements. I don't know the basics of it, but we
22 tend to respect the ranchers and abide by their wishes
23 to be good operators and have good relationships with
24 the surface owners.

25 MR. RANKIN: So has a surface owner

1 told Permian that he does not want a well pad located
2 in the southwest quarter of southwest quarter of
3 Section 7?

4 MR. CURRY: I believe the surface owner
5 told us he didn't want to fences cut, but that is one
6 of the small issues that we were unable to surface.

7 MR. RANKIN: Okay. Okay. No further
8 questions.

9 THE HEARING EXAMINER: Mr. Fordyce,
10 does that bring up anything further for you?

11 MR. RANKIN: No, Mr. Hearing Examiner.
12 No further questions.

13 THE HEARING EXAMINER: All right.

14 Ms. Hardy, may this witness be excused?

15 MS. HARDY: Yes. Thank you.

16 THE HEARING EXAMINER: Thank you.

17 Would you like to call -- now, it's 11:15. I figure
18 people want to break around noon for a lunch period.
19 Do you want to call your second witness now?

20 MS. HARDY: Yes. We would like to call
21 our second witness.

22 THE HEARING EXAMINER: Who would that
23 be?

24 MS. HARDY: Chris Cantin, please.

25 THE HEARING EXAMINER: Mr. Cantin, I

1 remind you that you're under oath. Would you turn
2 your microphone on? It's the button on the right.

3 THE WITNESS: Okay. Green now.

4 THE HEARING EXAMINER: Thank you. And
5 what field of expertise have you been previously
6 qualified before this Division?

7 THE WITNESS: Petrol and Geology.

8 THE HEARING EXAMINER: Geology. Thank
9 you, sir.

10 Ms. Hardy or Ms. McLean?

11 MS. MCLEAN: Yes. Thank you. I'm just
12 going to try and get my screen up here. Just want to
13 make sure it marked. All right.

14 DIRECT EXAMINATION

15 BY MS. MCLEAN:

16 MS. MCLEAN: Mr. Cantin, can you please
17 state your full name for the record?

18 MR. CANTIN: Chris Cantin.

19 MS. MCLEAN: And by whom are you
20 employed and in what capacity?

21 MR. CANTIN: I am a petroleum geologist
22 at Permian Resources. Senior Geologist at Permian
23 Resources.

24 MS. MCLEAN: Thank you. And have you
25 previously testified before The Division?

1 MR. CANTIN: I have.

2 MS. MCLEAN: And were you recognized as
3 an expert in petroleum geology matters?

4 MR. CANTIN: Yes, ma'am.

5 MS. MCLEAN: And have you provided
6 direct testimony in exhibits in this case?

7 MR. CANTIN: Yes.

8 MS. MCLEAN: And have those documents
9 been marked as Exhibit B with Sub-Exhibits B1 through
10 B7?

11 MR. CANTIN: Yes.

12 MS. MCLEAN: Do you have any
13 clarifications to those exhibits?

14 MR. CANTIN: I have two clarifications.
15 One of them is, I believe, B4. On the exhibits, I
16 have showing 100 foot contours, yet on the key, the
17 map label, I have 50 foot contours along with in my
18 testimony, it says 50 foot contours. If that needs to
19 be amended, I can do that. But there are 100 foot
20 contours on the map.

21 MS. MCLEAN: Would that be Exhibit B4?

22 MR. CANTIN: Yes. Yes. Yes. B4. And
23 then B7, which is the karsting survey, one clerical
24 error on the third-party's part. Each cross section,
25 which will be 35 survey lines, show a direction of

1 southeast to northwest that should actually be
2 southwest to northeast.

3 MS. MCLEAN: Thank you. And if The
4 Division would like us to, we can submit an amended
5 exhibit packet to reflect those.

6 THE HEARING EXAMINER: I'm not sure
7 what you were looking at. It's not on the screen.

8 MS. MCLEAN: I'm sorry.

9 THE WITNESS: You can just look at page
10 11 of the survey.

11 MS. MCLEAN: Sorry about that.

12 THE WITNESS: Yeah. There's B4 with
13 the 100 foot contours. You can see I have "C.I.
14 contour intervals" is 50 foot, and that is also shown
15 in my testimony, and needs to be 100 foot.

16 MS. MCLEAN: So it would be right here
17 where it says "50 foot"?

18 MR. CANTIN: Yeah. It should say 100
19 feet. Yes, sir. That's the change.

20 MS. MCLEAN: That's the change;
21 correct? And then for Exhibit B7, where was that
22 change located?

23 MR. CANTIN: You can see it on page 11
24 of the survey, and you can see it right there as well
25 in the top left-hand corner on -- you see southeast to

1 northwest? That is going to be southwest to
2 northeast.

3 MS. MCLEAN: Okay. Thank you. And
4 just to clarify, that change in this Exhibit B7, that
5 doesn't change anything about the underlying data?

6 MR. CANTIN: The KMZ that we sent Mr.
7 Rankin. And the maps did not change. The -- the
8 features that are shown are still there.

9 MS. MCLEAN: So this is just a typo,
10 basically, on the report itself?

11 MR. CANTIN: Yes. I just felt like
12 that needed clarifying.

13 MS. MCLEAN: Okay. Thank you.

14 Would The Division like us to submit
15 amended Exhibits B4 and B7?

16 THE HEARING EXAMINER: Let me go to
17 Mr. Fordyce.

18 Mr. Fordyce?

19 MR. FORDYCE: Yeah. Because we're
20 going to need an amended exhibit packet anyway because
21 there is not a CPAC included for case 25284.

22 THE HEARING EXAMINER: Why don't we
23 give them a moment to take a look?

24 MS. MCLEAN: I didn't know what -- he
25 said CPAC?

1 THE HEARING EXAMINER: I think he means
2 a compulsory pooling checklist of some sort.

3 MR. FORDYCE: Yes. There is only
4 a -- yes. The checklist is -- there's one for 25283,
5 but there is not one for 25284.

6 MS. MCLEAN: It is in the -- on the
7 OCDs imaging website. And for case number 25284,
8 there's a checklist. We filed two separate exhibit
9 packets to make things very clear that there's a case
10 number 25283 that has its own checklist. Because in
11 25283, that's seeking to pool the acreage for the
12 Fiero 133 H.

13 And 25284 is for the Fiero 134 H. So
14 we felt like we should have two separate exhibit
15 packets with two checklists.

16 THE HEARING EXAMINER: Mr. Fordyce?

17 MR. FORDYCE: Okay. At that point, my
18 mistake. I thought they were consolidated. I'll take
19 a look.

20 MS. MCLEAN: Yes. The cases are
21 consolidated for Hearing.

22 THE HEARING EXAMINER: So back to
23 the --

24 MR. FORDYCE: -- exhibits work.

25 THE HEARING EXAMINER: That's okay,

1 Mr. Fordyce. So back to the question that counsel
2 asked whether you would want a amended exhibit packet
3 for this case, 25284, Ms. McLean?

4 MS. MCLEAN: It would be for both 25283
5 and 25284 --

6 THE HEARING EXAMINER: For both.

7 MS. MCLEAN: -- because it's the same
8 exhibit.

9 THE HEARING EXAMINER: Same mistake in
10 both cases?

11 MS. MCLEAN: Correct.

12 THE HEARING EXAMINER: In those two
13 places?

14 MS. MCLEAN: Correct.

15 THE HEARING EXAMINER: So Mr. Fordyce,
16 there's an error in two places in both hearing
17 packets. Do you want amended exhibit packets to clear
18 up those two errors?

19 MR. FORDYCE: Yeah. Let's have the
20 correct information submitted.

21 MS. MCLEAN: We can do that.

22 THE HEARING EXAMINER: And on the
23 record, I know you've already said it, but at this
24 moment, would you explain what you're changing again?

25 MS. MCLEAN: Exhibit B4 to change the

1 contours from 50 to 100.

2 THE WITNESS: Yes. Change the title in
3 the -- the key. The -- the 50 instead of 100 along
4 with on my testimony where it says 50 to change that
5 to 100 as well.

6 THE HEARING EXAMINER: I thought I
7 understood the change. I'm not sure I understand it
8 anymore. So what is the change?

9 THE WITNESS: In -- within the
10 testimony, as long as on -- as well as on the
11 exhibits, it says 50 foot contours on the -- on the
12 testimony. And so I'll change those to 100 as well.

13 THE HEARING EXAMINER: I understand
14 that.

15 THE WITNESS: Yeah.

16 THE HEARING EXAMINER: Okay. Good.
17 Mr. Fordyce, do you understand that?

18 MR. FORDYCE: Yes, I understand.

19 THE HEARING EXAMINER: Okay. Very
20 good.

21 So yes.

22 MS. MCLEAN: Okay. We can do that.
23 Okay. So also don't forget Exhibit B7. I just want
24 to make sure we have that on record. Those typos that
25 were on that as well.

1 So Mr. Cantin, in your opinion, what is
2 the best way to orient the Fiero wells?

3 MR. CANTIN: It would be a -- a laydown
4 -- a laydown orientation.

5 MS. MCLEAN: In what direction?

6 MR. CANTIN: Surfacing on the east,
7 drilling to the west where we currently have our
8 surfaces.

9 MS. MCLEAN: And why are laydown wells
10 preferred for this acreage?

11 MR. CANTIN: Fracture azimuth in this
12 area is closer to north south at around 15 degrees
13 azimuth. And the best way to -- most efficient way to
14 complete these well is the most perpendicular to the
15 azimuth, which would be laydown.

16 MS. MCLEAN: Okay. And I think you
17 said the surface locations would be to the east?

18 MR. CANTIN: Yes.

19 MS. MCLEAN: And why are the surface
20 locations in the east?

21 MR. CANTIN: We -- we invest
22 investigated the west side, and we did find karsting
23 in the location where we -- where we were going to be
24 putting our bat.

25 MS. MCLEAN: And can you briefly

1 describe, you know, as the expert geologist, what
2 karsting is?

3 MR. CANTIN: Karting is a -- a chemical
4 weathering and dissolution of soluble rocks. And in
5 this case, it's, you know, your limestones and your --
6 your gypsum that will create voids caves underground.

7 MS. MCLEAN: Okay. And why can't you
8 have surface locations in an area where there's
9 karsting?

10 MR. CANTIN: Primarily, it's a -- it's
11 a safety environmental hazard. You know, having
12 sustained facilities or even, you know, temporary,
13 like, rigs on location can cause sinkhole and
14 collapse. If, you know, some of these facilities are
15 holding, you know, chemicals or oil, you know, and
16 they have a collapse with -- in a karst area, that
17 could get down into the groundwater.

18 MS. MCLEAN: So basically, for
19 significant safety and environmental concern?

20 MR. CANTIN: Yeah. And for, you know,
21 the safety of PR contractors and employees.

22 MS. MCLEAN: Okay. And there was some
23 discussion during Mr. Curry's examination about why
24 Permian Resources didn't conduct a karst study in the
25 south half of the southwest quarter of Section 7.

1 From your understanding, why wasn't that looked at by
2 Permian Resources?

3 MR. CANTIN: Can we put a map up? I'm
4 not as privy to the southwest southeast jargon, so
5 I'll -- I've been needing arrows.

6 MS. MCLEAN: Yes.

7 THE HEARING EXAMINER: I have a
8 question while you're -- do you have a map or some
9 exhibit that shows the karsting area within this
10 project?

11 THE WITNESS: Within the entire Fiero
12 project, or just something that would --

13 THE HEARING EXAMINER: That would be
14 applicable to this application?

15 THE WITNESS: I do not have a -- a map
16 of that. But from the surveys that we have done, we
17 do have the map that was laid out in the Rebuttal
18 Exhibit that Matador put out.

19 THE HEARING EXAMINER: Which exhibit is
20 this?

21 THE WITNESS: That's the -- which
22 rebuttal exhibit is that? Which the -- has the survey
23 lines?

24 MR. RANKIN: I believe it's Rebuttal
25 Exhibit Number 3 -- or 2 and 3 actually.

1 THE HEARING EXAMINER: So Ms. McLean --
2 MS. MCLEAN: I'll share that with --
3 THE HEARING EXAMINER: Thank you.
4 MS. MCLEAN: Yes. I'm pulling it up
5 right now.
6 Okay. This is the MRC Rebuttal Exhibit
7 Number 2?
8 MR. CANTIN: Yes. And where you see
9 red is -- would be the -- the karsting anomalies that
10 they saw. The -- the karsting features that they saw
11 within the surveys in those cross sections within the
12 -- the report that is in B7.
13 THE HEARING EXAMINER: And where is
14 Section 7 and 8 on this map?
15 THE WITNESS: This is in the far
16 north -- northwest corner of Section 7. Right here.
17 So -- so that's the -- in this entire project area,
18 that is the sole area that has the karsting effect.
19 That is where we ran our surveys. Correct.
20 THE HEARING EXAMINER: Okay. Thank
21 you.
22 THE WITNESS: Yes, sir.
23 MS. MCLEAN: And just to clarify, what
24 we've put up here as the MRC Rebuttal Exhibit 2, that
25 was created with the data that Permian Resources

1 transferred to Matador; is that correct?

2 MR. CANTIN: Yes. Upon their request.
3 Yeah.

4 MS. MCLEAN: And then this Matador
5 Rebuttal Exhibit 3, you said that the karsting is only
6 present in that northwest quarter is that -- of the
7 project area; correct?

8 MR. CANTIN: Yes. From the surveys
9 that we did with -- within, I guess, that blue square
10 there, we didn't recognize or find karsting features;
11 correct?

12 MS. MCLEAN: And so why did Permian
13 Resources only run that karst study in that northwest
14 quarter of the project area? Why not the south half
15 of the southwest quarter?

16 MR. CANTIN: Like Mr. Curry, I was not
17 boots on the ground there. But an investigation of
18 surface for the -- with the people who were boots on
19 the ground were done, and they saw that the best spot,
20 best placement, for pad would be in that northwest
21 corner. And after further review and running these
22 surveys, we found up to ten anomalies; ten features
23 within there.

24 So investigation was done for the -- the
25 whole west half of Section 7, but yes, what was chosen

1 was that northwest portion.

2 MS. MCLEAN: Okay. And let's go back
3 to Permian Resources. It's not letting me -- there we
4 go. Okay. Exhibit B7, which is that full report of
5 the geophysical karst survey that was conducted for
6 Permian Resources, can you briefly explain what
7 exactly this Exhibit B7 shows from a geological
8 perspective?

9 Including, you know, and briefly explain
10 just what are these, you know, what we're looking at
11 for The Division?

12 MR. CANTIN: Yes. So the way this is
13 set up is, you have your survey lines, which are, in
14 this case, east, west. And each survey line is -- it
15 has 56 electrodes, which read the resistivity down to
16 a certain depth. And of those 56 electrodes, we have
17 35 east to west survey lines.

18 So we get a really good coverage of what is
19 beneath us, and your voice will show us a very high
20 resistivity -- what will show very, very high
21 resistivity. And so that's what the third party is
22 calling out here. And then from there, they'll make
23 their 3D model and put that onto a -- onto a map, and
24 you can see the trends of all those features from the
25 north all the way down to the south of that patent.

1 MS. MCLEAN: So then after Permian
2 Resources received this report, it was at that point
3 determined that you could not place well pads in the
4 northwest quarter of that project?

5 MR. CANTIN: Yes. So as a prudent
6 operator in New Mexico, I don't think there is an
7 operator that would surface, you know, facilities or
8 well pads on a known karsting area like -- like this.

9 MS. MCLEAN: And have you reviewed
10 MRC's geologist's testimony and accompanying exhibits?

11 MR. CANTIN: Yes, ma'am.

12 MS. MCLEAN: And what's your
13 understanding of MRC's geologist's position in these
14 cases?

15 MR. CANTIN: His -- his position being
16 -- went over it in the land testimony with Mr. Curry.
17 But two different scenarios develop. One being a U-
18 turn if they are able to surface from the east. And
19 then two, it's just, you know, straight horizontal
20 wells if they are able to surface from the -- from the
21 west.

22 MS. MCLEAN: So let's look at MRC's
23 Exhibit B1.

24 MR. CANTIN: Yeah.

25 MS. MCLEAN: And have you reviewed

1 this?

2 MR. CANTIN: Yes, ma'am.

3 MS. MCLEAN: And are those the two
4 development plans that you just spoke about?

5 MR. CANTIN: Yes.

6 MS. MCLEAN: And do you know why there
7 are two potential development plans?

8 MR. CANTIN: To my knowledge, they have
9 not done the -- the same work that we have done to
10 look for surface in this area. So the two options,
11 one from the east and one from the west, like, keeping
12 their options open from when they do look for
13 surfaces.

14 MS. MCLEAN: And do you believe, you
15 know, based on your knowledge, if there are any
16 geologic impediments to MRC surfacing in the east?

17 MR. CANTIN: Yeah. I think if you look
18 at where we have surfaced, you know, you have, you
19 know, very similar features as Matador has. And I
20 think with the proper work, they could find surfaces
21 as we did.

22 MS. MCLEAN: And so in your opinion,
23 will Permian Resource's development plan best prevent
24 waste and protect correlative rights?

25 MR. CANTIN: Yes, ma'am.

1 MS. MCLEAN: And would Matador's plan,
2 based on these two development plans that you've seen,
3 result in waste and violate Permian Resources'
4 correlative rights?

5 MR. CANTIN: Yes.

6 MS. MCLEAN: And could you please
7 summarize, you know, just the basis of those opinions?

8 MR. CANTIN: Yeah. I think PR, Permian
9 Resources, has done the diligent work to -- to get
10 these surfaces along with the -- the expirations that
11 we have. And our plan will not strand the acreage.
12 Whereas Matador, who, to my knowledge, has not done
13 the surface work, their -- and their plan will strand
14 acreage on the -- in Section 8. Or -- yes, Section 8.

15 MS. MCLEAN: And is part of the basis
16 of your opinion that Matador's plan would result in
17 waste and violate Permian Resources' correlative
18 rights based on the fact that Permian Resources is
19 unable to surface from the west due to karsting?

20 MR. CANTIN: Yes.

21 MS. MCLEAN: Thank you. That's all I
22 have.

23 No further questions.

24 THE HEARING EXAMINER: Mr. Rankin?

25 MR. RANKIN: Okay.

1 CROSS-EXAMINATION

2 BY MR. RANKIN:

3 MR. RANKIN: In your -- good morning,
4 Mr. Cantin. How are you? Okay. Looking at your --
5 put this back over here. Sorry. Okay. So in your
6 paragraph number 10 in your direct statement, you
7 identified that Permian Resource's development plan is
8 the only viable way to develop this acreage due to the
9 presence of karst to the west of Section 7 in the
10 subject acreage; correct?

11 MR. CANTIN: Yes.

12 MR. RANKIN: Okay. And just to be
13 clear, that karsting that you're identifying, you're
14 talking about is this area in red, the area is
15 highlighted in red, in the northwest quarter of the
16 southwest quarter of Section 7 in MRC Rebuttal Exhibit
17 3; correct?

18 MR. CANTIN: Are -- are you asking if
19 the red is where the karsting features were located?

20 MR. RANKIN: Yes.

21 MR. CANTIN: Yes.

22 MR. RANKIN: Okay. So that's the karst
23 -- those red areas are the karsting features that
24 you're referring to in your paragraph 10; correct?

25 MR. CANTIN: Yes.

1 MR. RANKIN: Okay. And there are no
2 other karsting features identified in the west half of
3 Section 7 that Permian has identified; correct?

4 MR. CANTIN: We have not done any
5 surveys beyond what you see here that you have in this
6 blue box.

7 MR. RANKIN: Okay. And no other
8 karsting surveys were done for any of the development
9 of the Fiero proposal; correct?

10 MR. CANTIN: No, sir.

11 MR. RANKIN: Is that not correct, or it
12 is correct? Permian has not done any other karsting
13 surveys?

14 MR. CANTIN: We -- we have not done
15 resistivity surveys anywhere else within the Fiero DSU
16 unit.

17 MR. RANKIN: Okay. And that includes
18 the proposed preliminarily approved BLM location in
19 the southwest quarter southwest quarter Section 9;
20 correct?

21 MR. CANTIN: Yes. We have not done the
22 -- the resistivity surveys.

23 MR. RANKIN: Okay. Now, as I
24 understand the map that we prepared, that Matador's
25 prepared here in Rebuttal Exhibit 3, you agree with me

1 that that's the representation of the KMZ files that
2 was provided by Permian Resources for those karsting
3 surveys?

4 MR. CANTIN: Yes.

5 MR. RANKIN: Okay. And Rebuttal
6 Exhibit 2 is a zoomed in version of that same image.
7 Do you agree with me on that?

8 MR. CANTIN: Yes.

9 MR. RANKIN: No reason to disagree;
10 right? And each of those blue -- I may not have given
11 you a chance to answer the question.

12 No reason to disagree with that statement;
13 correct?

14 MR. CANTIN: I mean, I -- I don't know
15 how y'all, you know, put this in, but if it is put in
16 the correct way, then it's the same -- the same KMZ
17 that we're looking at on the same map.

18 MR. RANKIN: Okay. And each of those
19 blue dots would be the -- one of the electro
20 resistivity survey probes; correct?

21 MR. CANTIN: Yes. Yes. The
22 electrodes. There's 56 of them.

23 MR. RANKIN: Okay. And there's 35
24 survey lines. So if I were to go from north to south,
25 there should be three five of those; correct?

1 MR. CANTIN: Correct.

2 MR. RANKIN: Okay. And each one is
3 about 200 feet long or so; is that about right?

4 MR. CANTIN: It'd be -- so each
5 electrode is 3 feet apart, east to west, so that
6 time's 56.

7 MR. RANKIN: Something like that. I
8 can't recall what the exact footages are. But if I
9 look at your B7, I think it's a little bit less than
10 100, 200 feet, I guess; right? This is -- if I look
11 at, say --

12 MR. CANTIN: The footage is up there at
13 the top of those. So it'll be the 161. A little bit
14 greater than that.

15 MR. RANKIN: Yeah. So a little more
16 than 160 feet is how much we're looking at here from
17 west to east; correct?

18 MR. CANTIN: Correct.

19 MR. RANKIN: Okay. And so it's a
20 little bit longer north to south than it is east to
21 west; agreed?

22 MR. CANTIN: Yes. The spacing between
23 the survey lines are 6 feet, and there's 30 south of
24 those, which would be over 200.

25 MR. RANKIN: Okay. It's a little over

1 200 feet north to south, and a little less -- a little
2 about 165 feet or so east to west; correct?

3 MR. CANTIN: I agree with that.

4 MR. RANKIN: Okay. Now, when I look at
5 the -- I'm going to pull this up because I have it
6 handy. Are you familiar with the Oil Conservation
7 Division's GIS map that they have available?

8 MR. CANTIN: I'm not -- not too
9 familiar with using it. I'm familiar of it.

10 MR. RANKIN: Are you aware that The
11 Division has indicated on its GIS system where there's
12 a potential for high karst occurrence across the
13 southeast part of the state?

14 MR. CANTIN: I -- I have not looked at
15 this, no.

16 MR. RANKIN: Okay. So when I -- this
17 is just a screen grab from the US OCD GIS website, and
18 it shows the particular acreage here that we're
19 looking at in Downshift 20 south, Range 27 east. Do
20 you see that indicated here where my cursor is
21 located?

22 MR. CANTIN: Yeah. Yes. Section 8 and
23 Section 7. Right.

24 MR. RANKIN: Right here?

25 MR. CANTIN: Yes.

1 MR. RANKIN: Okay. So you agreed me
2 that this Section 7 and Section 8 that my cursor's
3 hovering over, those are the sections within the --
4 that include the subject acreage we're talking about
5 today; correct?

6 MR. CANTIN: Yes.

7 MR. RANKIN: And based on the OCDs GIS
8 map, it's identified all this acreage, all of Section
9 7, 8, 9, as being within a potentially high karst
10 occurrence area; correct?

11 MR. CANTIN: Correct.

12 MR. RANKIN: Okay. You have no reason
13 to disagree with that; right?

14 MR. CANTIN: As long as, yes, this map
15 is truthful, then yes.

16 MR. RANKIN: But you only did a karst
17 survey for one particular location the northwest
18 quarter of the southwest quarter of Section 7;
19 correct?

20 MR. CANTIN: A karst resistivity
21 survey. Yes.

22 MR. RANKIN: And you didn't look at
23 potential for karsting in your proposed location
24 that's been preliminary approved by the BLM; correct?

25 MR. CANTIN: We -- we did not do a

1 resistivity survey. We have done a desktop survey of
2 karsting via a map just looking at the -- using a
3 third party looking at a map, a satellite image. And
4 we chose the best spot for a pad there, which was
5 suitable enough for the BLM to grant us two federal
6 permits.

7 MR. RANKIN: Okay. So --

8 MR. CANTIN: Filed two federal permits.

9 MR. RANKIN: BLM didn't require Permian
10 to do any actual electro resistivity surveys at that
11 location then?

12 MR. CANTIN: Not -- not to my
13 knowledge.

14 THE HEARING EXAMINER: Mr. Rankin?

15 MR. RANKIN: Yeah.

16 THE HEARING EXAMINER: Can you go back
17 to that map that you were showing a minute ago?

18 MR. RANKIN: Okay.

19 THE HEARING EXAMINER: Is this an
20 exhibit?

21 MR. RANKIN: It isn't yet. I'm
22 crossing him on it.

23 THE HEARING EXAMINER: Okay.

24 MR. RANKIN: I may make it an exhibit.

25 THE HEARING EXAMINER: I mean it's fair

1 game. It comes from our website.

2 MR. RANKIN: Yeah.

3 THE HEARING EXAMINER: You know, it's
4 our database. But would you describe what this is for
5 the record?

6 MR. RANKIN: Sure, Mr. Hearing Officer.
7 This is a screen grab of the New Mexico Conservation
8 Division's GIS database, and it shows the subject
9 acreage in Township 20 south, Range 27 east, including
10 Section 7, 8, and 9.

11 It shows that those sections are within
12 what The Division has identified as a high potential
13 for karst occurrence.

14 MS. MCLEAN: And Mr. Examiner, I'd
15 object to this as being entered as an exhibit because
16 our witness has testified that he's not familiar with
17 it, and he has obviously not used this as a basis for
18 his expert testimony.

19 THE HEARING EXAMINER: I'm going to
20 overrule the objection without even asking Mr. Rankin
21 because as an expert, no. We give him a lot of
22 latitude to form opinions about things. This is
23 something that comes from a public database, so it's
24 considered reliable.

25 If you want to show on redirect that

1 this is not reliable or why this shouldn't be relied
2 upon, you're free to do that. But from what I've
3 understood so far, I'm overruling that objection.

4 Rankin?

5 MR. RANKIN: Yeah. Okay. So going
6 back to Matador Rebuttal Exhibit Number 3 in this
7 exhibit, other than disputing that -- disagreeing that
8 the Fiero should be limited to a one and a half mile
9 project, you agree that the area in blue is the only
10 area that was subject to karst survey, electro
11 resistivity survey, for the Fiore development; agreed?

12 MR. CANTIN: Agreed.

13 MR. RANKIN: Okay. Okay. Now, and if
14 PR -- if Permian were to drill or develop, this is a
15 hypothetical, a one and a half mile lateral in the
16 south half -- or one and a half mile laterals in the
17 south half of Section 7 and the southwest quarter of
18 Section 8, Section 7 wouldn't be the only potential
19 location for a well pad for that development; agree?

20 MR. CANTIN: Can -- can you repeat that
21 and point where you're talking about as you --

22 MR. RANKIN: Sure. Yeah.

23 MR. CANTIN: -- as you talk?

24 MR. RANKIN: Sure. So if Permian
25 Resources were to drill, okay, a one and a half mile

1 laterals for its proposed Fiero development instead of
2 two mile in the south half of Section 7 as I'm
3 outlining right here and the southeast, sorry, the
4 southwest quarter of Section 8 that I've highlighted
5 here, Section 7 wouldn't be the only potential
6 location for a well pad and surface facilities for
7 that development; agreed?

8 MR. CANTIN: I'm not really sure
9 without doing an investigation and being, you know,
10 boots on the ground -- understanding exactly what
11 topography is out there where we can and cannot put
12 surfaces.

13 MR. RANKIN: The west half of the
14 southeast quarter of Section 8 would be a potential
15 surface location for a one and a half mile
16 development, wouldn't it be?

17 MR. CANTIN: I mean, to my knowledge,
18 and that would be a "repermitting" on -- for a -- a
19 federal permit, and that would not be the timeline we
20 need to -- of -- of June 2026 for our expirations.

21 MR. RANKIN: I'm talking in terms of
22 geology, though, there's no reason that you're aware
23 of that would preclude the west half of the southeast
24 quarter of Section 8 from consideration for a well pad
25 or surface facilities?

1 MR. CANTIN: I'm not boots on the
2 ground. I have not been out there. I can't confirm
3 or deny that.

4 MR. RANKIN: Okay. And as it -- for
5 geologic reasons, again, looking at the southwest
6 southwest quarter of Section 8 that I've highlighted
7 here on MRC Rebuttal 3, you've not identified any
8 geologic reason that Permian couldn't locate a well
9 pad or surface facilities in the southwest quarter
10 southwest quarter of Section 7, have you?

11 MR. CANTIN: Again, I have not been the
12 person who have been boots on the ground out there. I
13 know that we have done an investigation of the -- the
14 west side of Section 7 in the southwest -- southwest
15 of the southwest in Section 7.

16 And we believe that where you have your blue
17 box there was where the -- was the best spot to put a
18 surface pre-running the surveys; electrical --
19 electrical surveys.

20 MR. RANKIN: Okay. But you agree with
21 me that previous operators had identified the
22 southwest quarter southwest quarter as a viable
23 location for well locations; correct?

24 MR. CANTIN: Vertical development.

25 MR. RANKIN: Okay. Because you

1 identified those -- you use those wells, actually, in
2 your cross sections; correct?

3 MR. CANTIN: Yes. The Davis.

4 MR. RANKIN: Yeah. And based on what
5 you've done, you've not identified any reason, any
6 geologic reason, that horizontal wells couldn't be
7 located in that southwest quarter southwest quarter of
8 Section 7; agree?

9 MR. CANTIN: Outside the understanding
10 that pads for horizontal development need to be quite
11 a bit bigger than just the single well vertical
12 development.

13 MR. RANKIN: But you didn't do that
14 evaluation to determine whether or not a horizontal
15 well pad would fit in that location; right?

16 MR. CANTIN: I did not. And therefore,
17 I can't

18 MR. RANKIN: Now the east half of the
19 southwest quarter of Section 8 to that highlighted
20 here, you have not identified any geologic reason that
21 Permian couldn't put a location for a well pad or
22 surface facilities in that area, have you?

23 MR. CANTIN: I -- I have not, nor have
24 I -- I looked at it.

25 MR. RANKIN: No further questions.

1 THE HEARING EXAMINER: Mr. Fordyce?

2 MR. FORDYCE: I have no questions for
3 this witness, Mr. Hearing Examiner.

4 THE HEARING EXAMINER: Thank you.

5 THE WITNESS: Redirect?

6 MS. MCLEAN: Yes, sir. I'd just like
7 to clear up a few things.

8 REDIRECT EXAMINATION

9 BY MS. MCLEAN:

10 MS. MCLEAN: Exhibit B7, which is the
11 karst survey.

12 THE HEARING EXAMINER: Can we see it on
13 the screen, please?

14 MS. MCLEAN: Can you --

15 MR. RANKIN: I'll stop sharing. One
16 second.

17 MS. MCLEAN: Oh, sorry. It's MRC's
18 Rebuttal Exhibit 2. MRC's Rebuttal 2.

19 THE HEARING EXAMINER: Thank you.

20 MS. MCLEAN: Mr. Rankin was asking you
21 about numbers. You know, 30 feet, 50 feet, whatever,
22 you know, for the resistivity lines that were going
23 across that area, and he was using feet. Are the
24 numbers actually in feet or are they in meters?

25 MR. CANTIN: The -- the numbers between

1 the -- between the electrodes, I believe, are in feet.
2 MS. MCLEAN: Do you want to look at the
3 B7?
4 MR. CANTIN: Yeah. Spaced at 3 meters,
5 which would be 10 foot intervals. Correct.
6 MS. MCLEAN: Okay. And so --
7 MR. CANTIN: Same thing with the 6
8 meters. The -- the lines being spaced 6 meters.
9 Correct.
10 MS. MCLEAN: Okay. So then about how
11 far wide are those?
12 MR. CANTIN: Three meters being 10
13 feet.
14 MS. MCLEAN: Well, the whole area for
15 the karsting that was shown in this exhibit MRC
16 Rebuttal Exhibit 2?
17 MR. CANTIN: How -- how big is that
18 square?
19 MS. MCLEAN: Yes. How big is that
20 square?
21 MR. CANTIN: I'd -- I'd have to
22 calculate, do some math, but would be 56 times three.
23 Whatever that comes out to meters. Is that what
24 you're asking?
25 MS. MCLEAN: Yes. Yes. And would that

1 be big enough for a well pad?

2 MR. CANTIN: Yes.

3 MS. MCLEAN: And so if you put those,
4 you know, down that west half, would that be, you
5 know, the only area that you looked at for a well pad
6 because based on the, you know, the surface location
7 of the rest of that west half, that looked like it
8 could fit that well pad?

9 MR. RANKIN: Mr. Hearing Officer,
10 objection to the question. A little bit of a
11 testimony from Ms. McLean.

12 THE HEARING EXAMINER: Ms. McLean?

13 MS. MCLEAN: I'll shorten it.

14 THE HEARING EXAMINER: So I sustain the
15 objection.

16 MS. MCLEAN: Okay. So I guess so I --
17 it's Permian's order of operations. What's the first
18 thing that y'all do to look at a potential well pad?

19 MR. CANTIN: Well, we have our surface
20 land guys identify where you can put a land -- put a -
21 - put a pad based on the development that we're
22 wanting to do. And then from there, they'll get boots
23 on the ground. If it's Fed, you'll -- you'll go out
24 there, get an onsite.

25 If it's -- if we believe that there could be

1 karsting an area, we run resistivity survey. And then
2 if -- if it all checks out, we can turn -- make
3 that -- turn that to a well pad.

4 MS. MCLEAN: So you wouldn't do the
5 karst survey until you believe it's an appropriate
6 surface location?

7 MR. CANTIN: True. Yeah.

8 MS. MCLEAN: So you might not do a
9 karst survey for the entire spacing unit; is that
10 correct?

11 MR. CANTIN: Yeah. We would not do
12 that.

13 MS. MCLEAN: Okay. And Mr. Rankin
14 showed you the OCD's website; is that correct?

15 MR. CANTIN: Yes.

16 MS. MCLEAN: With the known karst
17 areas?

18 Can you put that back up, Mr. Rankin?
19 Let me stop sharing mine.

20 MR. RANKIN: I'll accommodate. Here it
21 is.

22 MS. MCLEAN: Thank you.

23 And Mr. Rankin was asking you if the
24 entire Fiero development was within a known karst area
25 on that OCD map; is that correct?

1 MR. CANTIN: Yes.

2 MS. MCLEAN: And he also asked about
3 the surface location in Section 9, and whether that
4 was in a known karst area; is that correct?

5 MR. CANTIN: Section 9 where -- where
6 our surface would be?

7 MS. MCLEAN: Correct.

8 MR. CANTIN: Yes.

9 MS. MCLEAN: And Section 9, that's
10 actually BLM acreage; is that correct?

11 MR. CANTIN: Yes.

12 MS. MCLEAN: And the blue exhibit that
13 Mr. Rankin showed is an OCD product based on your
14 understanding?

15 MR. CANTIN: Yes. And from the title
16 of the website.

17 MS. MCLEAN: And Permian Resources has
18 complied with all of BLM's requirements for this BLM
19 acreage for the surface location?

20 MR. CANTIN: To my knowledge, yes.

21 MS. MCLEAN: And would there be any
22 reason after the death survey that Permian Resources
23 conducted that you mentioned that they'd need to do a
24 resistivity survey?

25 MR. CANTIN: I think the BLM has

1 approved for us to file, and there would not be a
2 reason.

3 MS. MCLEAN: And in this instance, BLM
4 didn't ask for anything further?

5 MR. CANTIN: They did not.

6 MS. MCLEAN: No more redirect. Thank
7 you.

8 THE HEARING EXAMINER: Mr. Rankin,
9 cross on that redirect?

10 MR. RANKIN: I'm sorry. Just one
11 question, Mr. Hearing Officer.

12 THE HEARING EXAMINER: Sure.

13 RECROSS-EXAMINATION

14 BY MR. RANKIN:

15 MR. RANKIN: In your direct testimony,
16 Mr. Cantin, when you were summarizing for Ms. McLean,
17 I understood you to say that karsting creates --
18 surface karsting creates significant safety
19 environmental issues. You agree; right?

20 MR. CANTIN: I agree.

21 MR. RANKIN: Yeah. And that was the
22 reason that Permian Resources conducted a karst survey
23 in the northwest quarter of the southwest quarter of
24 Section 7; agreed? To facilitate --

25 MR. CANTIN: Agreed. Yeah.

1 MR. RANKIN: The reason that Permian
2 Resources conducted this karst survey in the northwest
3 quarter of the southwest quarter of Section 7 was
4 because of those significant safety environmental
5 issues; agree?

6 MR. CANTIN: I -- I can't speak for the
7 people who at the company who called for the
8 resistivity survey.

9 MR. RANKIN: Okay. But your
10 understanding is that was the reason that you're not -
11 - decided not to place a well pad at that location;
12 agree?

13 MR. CANTIN: Yes. Because the
14 resistivity survey was done, and identified the karst.

15 MR. RANKIN: But Permian didn't do a
16 similar survey on its approved BLM location in
17 southwest quarter southwest quarter of Section 9;
18 agreed?

19 MR. CANTIN: A -- a type of karsting
20 survey was done from a desktop survey standpoint, and
21 it was approved for us to file permits.

22 MR. RANKIN: What did the desktop
23 survey constitute? What did it include?

24 MR. CANTIN: There was karsting in the
25 area, and we chose an area where there was no karsting

1 via the desktop survey, which was sufficient enough
2 for the BLM to grant us to file permits.

3 MR. RANKIN: What subsurface
4 assessments were included in the desktop survey to
5 know whether there was or wasn't karsting where you've
6 identified your potential well with that?

7 MR. CANTIN: Again, I -- I did not do
8 it. It was a -- a third-party company.

9 MR. RANKIN: Okay. So you don't know
10 on what subsurface basis that desktop survey
11 identified that this was a prudent location for a well
12 pad?

13 MR. CANTIN: Yep. I do not pick the
14 well pads.

15 MR. RANKIN: Okay. But in terms of a
16 geologic assessment, you don't have any basis day to
17 day what work was done to determine, other than the
18 desktop survey, that that's a approved location for
19 lack of karsting?

20 MR. CANTIN: I, myself, no, but the
21 third party that we use identified karsting the area,
22 and we chose an area that they identified no karsting
23 via the desktop survey.

24 MR. RANKIN: Okay. No further
25 questions.

1 THE HEARING EXAMINER: Mr. Fordyce,
2 anything?

3 MR. FORDYCE: No questions.

4 THE HEARING EXAMINER: Ms. McLean, may
5 this witness be excused?

6 MS. MCLEAN: Yes, Mr. Examiner.

7 THE HEARING EXAMINER: Okay.

8 And Mr. Rankin, since you did use that
9 map, I would like you to mark it as an exhibit.

10 MR. RANKIN: Yeah. I was going to move
11 it as Matador Rebuttal -- MRC Rebuttal Number 4.

12 THE HEARING EXAMINER: Perfect.

13 MR. RANKIN: And we'll prepare it label
14 it and get it submitted.

15 (MRC Rebuttal Exhibit 4 was marked for
16 identification and received into
17 evidence.)

18 THE HEARING EXAMINER: Thank you.

19 Okay. It is twelve o'clock.

20 And Ms. Hardy, I know you have one more
21 witness, but I would think you'd probably want a break
22 for lunch at this time?

23 MS. HARDY: Yes, please.

24 THE HEARING EXAMINER: Okay. Let's do
25 that.

1 How much time do the parties want for
2 lunch?

3 MR. RANKIN: Can we do an hour and 15?
4 It's hard to get back in an hour. Can we do an hour
5 and 15?

6 THE HEARING EXAMINER: We can do
7 whatever the parties want. If you want to do longer,
8 it doesn't matter to me.

9 MS. HARDY: I think an hour and 15 is
10 fine.

11 THE HEARING EXAMINER: Hour and 15?

12 MS. HARDY: Yes.

13 THE HEARING EXAMINER: Okay.

14 Ms. Hardy, your witnesses are coming
15 from out of state?

16 MS. HARDY: They are.

17 THE HEARING EXAMINER: And Mr. Rankin,
18 your witnesses are out of state?

19 MR. RANKIN: Mr. Hearing Officer,
20 unfortunately, most of our team was not able to make
21 it because of storms yesterday.

22 THE HEARING EXAMINER: Ok, okay.

23 MR. RANKIN: So unfortunately, they
24 were at the airport for a long time and then decided
25 once the plane got bumped back to midnight that they

1 weren't going to make it. We do have one witness in
2 person, but the other is going to be testifying
3 remotely unfortunately.

4 THE HEARING EXAMINER: That's fine. I
5 just was asking because I don't know how long this
6 will go and how this will flow, and so I don't want to
7 inconvenience the witnesses most of all. So okay.

8 We will come back on the record at
9 1:15?

10 MS. HARDY: Yes. Thank you.

11 THE HEARING EXAMINER: Thank you very
12 much.

13 (Off the record.)

14 THE HEARING EXAMINER: Are the parties
15 ready? It is 1:15. We are back on the record.

16 And Ms. Hardy, your third witness?

17 MS. MCLEAN: Thank you, Mr. Examiner.
18 Permian Resources calls Sam Hamilton.

19 THE HEARING EXAMINER: Thank you,
20 Ms. McLean.

21 Mr. Hamilton, if you'll turn on your
22 microphone, I will remind you you're under oath.
23 Would you tell The Division what field of expertise
24 you have previously been qualified in?

25 THE WITNESS: Yes, sir. Reservoir

1 engineering.

2 THE HEARING EXAMINER: Thank you.

3 DIRECT EXAMINATION

4 BY MS. MCLEAN:

5 MS. MCLEAN: Mr. Hamilton, can you
6 please state your name for the record?

7 MR. HAMILTON: Sam Hamilton.

8 MS. MCLEAN: And by whom are you
9 employed and in what capacity?

10 MR. HAMILTON: Permian Resources as a
11 asset development reservoir engineer.

12 MS. MCLEAN: And I think you just
13 testified that you have been recognized as a reservoir
14 engineer?

15 MR. HAMILTON: Yes.

16 MS. MCLEAN: Great. And have you
17 provided direct testimony and exhibits in this case?

18 MR. HAMILTON: Yes, I have.

19 MS. MCLEAN: And have those documents
20 been marked as Exhibit C and Sub-Exhibit C1 through
21 C10?

22 MR. HAMILTON: Yes.

23 MS. MCLEAN: Is there anything you'd
24 like to correct on your exhibits?

25 MR. HAMILTON: Yes. On exhibit C6.

1 MS. MCLEAN: Let me pull that up really
2 quick. Is this Exhibit C6?

3 MR. HAMILTON: Yes. The commentary on
4 the second bullet point notes "Both developments
5 utilized the same type curves." That's a carryover
6 from a previous exhibit. So correcting that, the
7 third sand and second sand type curves are unique with
8 unique data sets and underlying interpretations.

9 MS. MCLEAN: And would The Division
10 like us to submit an amended Exhibit C6 to take that
11 bullet point out?

12 THE HEARING EXAMINER: I'm sorry. I
13 didn't hear you. I was sending a message. I
14 apologize. What did you ask?

15 MS. MCLEAN: And now I know that you're
16 paying attention.

17 THE HEARING EXAMINER: Sometimes I am.

18 MS. MCLEAN: I just asked -- so he just
19 corrected --

20 THE HEARING EXAMINER: Yes, I heard
21 that he corrected.

22 MS. MCLEAN: So would you like us to
23 submit an amended exhibit C6?

24 THE HEARING EXAMINER: Yes.

25 MS. MCLEAN: Okay. We will do that.

1 Is there anything else that needs to be
2 corrected in your exhibit?

3 MR. HAMILTON: No, ma'am.

4 MS. MCLEAN: Thank you. So how many
5 wells does Permian Resources operate in this area?

6 MR. HAMILTON: Currently, Permian
7 Resources operates 20 wells in the third sand target,
8 and an additional six in the second sand target.

9 MS. MCLEAN: And how close is that to
10 this proposed Fiero unit?

11 MR. HAMILTON: They're within the
12 offset developments. I mean, four sections away.

13 MS. MCLEAN: Okay. And how is Permian
14 Resources doing relative to other operators in the
15 area?

16 MR. HAMILTON: In the third sand, I'd
17 say that we're in line with other operators, primarily
18 Mewbourne. In the second sand, we're the only
19 operator in the area. Our results are something we're
20 comfortable with.

21 MS. MCLEAN: Okay. And does Permian
22 Resources have midstream surfaces in place?

23 MR. HAMILTON: Yes, we do.

24 MS. MCLEAN: And how -- so can you just
25 describe for The Division how operating wells in the

1 immediate vicinity within those offset spacing units
2 helps efficiency of producing the underlying reserves
3 in the Fiero unit?

4 MR. HAMILTON: Absolutely. It just
5 goes to our experience producing wells in these zones
6 and learning from our offset developments and how to
7 optimize the results there. The existing midstream
8 infrastructure allows us to minimize surface
9 disturbance and to get to these resources in a more
10 timely manner.

11 MS. MCLEAN: And so what is having the
12 midstream surfaces in place mean for the Fiero
13 development?

14 MR. HAMILTON: Specifically, we'll be
15 able to get there quickly. We have oil takeaway in
16 place from planes that's contractually obligated
17 through 2034, and will be processed at a new facility,
18 the Fiero CTB, that we plan on constructing.

19 Similarly, gas will be taken by enterprise,
20 and it's contractually obligated through 2035, I
21 believe. And then water will be taken by Select,
22 which is dedicated through 2036.

23 MS. MCLEAN: And have you reviewed the
24 exhibits submitted by MRC's engineer?

25 MR. HAMILTON: Yes, I have.

1 MS. MCLEAN: And so what is your
2 understanding of MRC's position in these cases?

3 MR. HAMILTON: They offer two initial
4 development options. The first of which is a U-turn
5 well surfacing from the east. The second option is
6 two, I believe, one mile and one mile and a quarter
7 laid down lateral surfacing from the west. Their
8 engineer offers a third scenario with the two
9 assumptions being, number one, that they cannot
10 surface from the east; and number two, that the BLM
11 tract will remain unleased. And subsequently, they're
12 unable to develop that stranded acreage due to a half
13 mile well being uneconomic.

14 MS. MCLEAN: And so after reviewing
15 MRC's exhibits, did you prepare your own rebuttal
16 exhibits?

17 MR. HAMILTON: Yes, I did.

18 MS. MCLEAN: And are those marked as
19 Exhibit C11 and C12?

20 MR. HAMILTON: Yes, they are.

21 MS. MCLEAN: All right. Let's go to
22 those. Let me figure out which tab. Here we go.

23 THE HEARING EXAMINER: Ms. McLean?

24 MS. MCLEAN: Yes?

25 THE HEARING EXAMINER: I have a exhibit

1 packet here, and it has a C10. I don't see C11. What
2 am I missing?

3 MS. MCLEAN: C11 is in the -- if you --
4 it would be -- it was filed yesterday. It just
5 uploaded today.

6 THE HEARING EXAMINER: I see it.

7 MS. MCLEAN: It has a different --
8 okay.

9 THE HEARING EXAMINER: I see it now.
10 Thank you.

11 MS. MCLEAN: Great. So and these are
12 the rebuttal engineering exhibits that we've
13 identified on that cover page.

14 So C11, can you explain to me what's
15 shown on Exhibit C11?

16 MR. HAMILTON: Yes. This is a -- what
17 we're calling a mutually beneficial development plan
18 where MRC surfaces on the east and drills a two mile
19 U-turn, and Permian Resources surfaces on the east and
20 drills two two-mile laterals.

21 Basically, this gets everybody to two mile
22 later capital efficiency and allows for no drainage,
23 or excuse me, no waste and to drain the full DSUs that
24 we've outlined here.

25 MS. MCLEAN: And so why is this the

1 most beneficial development plan for the parties?

2 MR. HAMILTON: It allows both parties
3 to extend their laterals and get better capital
4 efficiency in their economics. It also results in no
5 waste in the underlying DSUs.

6 MS. MCLEAN: And then can you tell me
7 what's shown on Exhibit C12?

8 MR. HAMILTON: Yes. This map details
9 120 acres of acreage that we believe will be stranded
10 by MRC based on their development proposals.

11 MS. MCLEAN: And so this includes more
12 -- does this include more than that BLM acreage that's
13 in the southwest quarter southeast quarter of Section
14 9?

15 MR. HAMILTON: Yes, it does. This is
16 an additional 120 acres to the east southeast quarter.

17 MS. MCLEAN: And why is that being
18 included in this stranded acreage?

19 MR. HAMILTON: This is simply showing
20 that the waste is actually 50 percent greater than
21 what was calculated in MRC's previous exhibits.

22 MS. MCLEAN: And meaning the geology
23 exhibits?

24 MR. HAMILTON: Yes. Excuse me.

25 MS. MCLEAN: And in your opinion, would

1 there be an economic way to develop this stranded
2 acreage that's in pink on Exhibit C12?

3 MR. HAMILTON: I do not see a way to do
4 it efficiently. And based on the engineering exhibits
5 submitted by Matador, half mile development would not
6 be economic here.

7 MS. MCLEAN: In your Exhibit C11, would
8 this be a beneficial or economic way to develop what
9 would otherwise be that stranded acreage?

10 MR. HAMILTON: Yes.

11 MS. MCLEAN: Now, can you tell me, I
12 think you said that there's, like, a third scenario
13 posited by Matador's engineer. Can you tell me what
14 that is again?

15 MR. HAMILTON: Yes. There are a couple
16 assumptions that were put into place involving an
17 inability to surface from the east, as well as the BLM
18 tract not being leased.

19 MS. MCLEAN: I'm just going to pull up
20 the exhibit for you. So Matador's Exhibit C1, is this
21 the one that you're -- with the assumptions that
22 you're referring to now?

23 MR. HAMILTON: Yes. Those are the
24 underlying assumptions that result in this exhibit.

25 MS. MCLEAN: And do you see any basis

1 for these assumptions?

2 MR. HAMILTON: I do not.

3 MS. MCLEAN: Does MRC provide any basis
4 for their assumptions in their testimony?

5 MR. HAMILTON: No.

6 MS. MCLEAN: So what does this show
7 you?

8 MR. HAMILTON: The -- these are -- this
9 is basically saying "We will need to strand this
10 acreage if these unfounded assumptions materialize,"
11 which, in my opinion, there's nothing to say that they
12 will.

13 MS. MCLEAN: And based on your review
14 of MRC's exhibits, did you see any discussion of
15 whether they have midstream surface contracts in
16 place?

17 MR. HAMILTON: I did not.

18 MS. MCLEAN: Did MRC have any
19 discussion of existing facilities in the area?

20 MR. HAMILTON: Not that I saw.

21 MS. MCLEAN: And so what does that tell
22 you? Not having those in place?

23 MR. HAMILTON: It says that they don't
24 have the infrastructure in place to get to these
25 developments in a timely manner. That they're not

1 prepared to develop the acreage.

2 MS. MCLEAN: And in your opinion, will
3 Permian Resource's development plan best prevent waste
4 and protect correlative rights?

5 MR. HAMILTON: Yes, it will.

6 MS. MCLEAN: And would Matador's plan
7 result in waste and violate Permian Resources'
8 correlative rights?

9 MR. HAMILTON: Yes, it will.

10 MS. MCLEAN: Can you please summarize
11 your -- the basis of your -- of those two opinions for
12 us?

13 MR. HAMILTON: Absolutely. Our plan
14 results in full development of the underlying DSUs,
15 resulting in no waste. And as well, the -- if -- if
16 Matador is able to proceed with their plan, it will
17 prevent us from being able to drill and extract the
18 resources underlying our acreage.

19 MS. MCLEAN: Thank you.

20 I have no further questions.

21 THE HEARING EXAMINER: Ms. Vance?

22 MS. VANCE: Yes.

23 CROSS-EXAMINATION

24 BY MS. VANCE:

25 MS. VANCE: Good afternoon, Mr.

1 Hamilton. Good to see you, and thank you for being
2 here. And we're familiar with one another, so -- and
3 if you've heard me say this before, but if you don't
4 understand a question that I posed to you, just ask me
5 to repeat it or rephrase it and I'm happy to do that;
6 okay?

7 Since you started -- you were on a line of
8 questioning with Ms. McLean regarding the stranding.
9 I just want to touch on a few points there and ask
10 some follow-up questions.

11 MS. VANCE: Sorry. It sounds like it's
12 echoing for some reason. Oh. I think it is actually.
13 Your microphone looks like it's on.

14 THE HEARING EXAMINER: Mine's been on
15 all day. It hasn't caused any echoing so far.

16 MS. VANCE: Okay.

17 THE HEARING EXAMINER: Maybe it's a
18 microphone on a computer somewhere, but I'll turn mine
19 off.

20 MS. VANCE: Okay. Thank you.

21 So Ms. McLean asked, and you were
22 talking about half mile horizontal wells. So now
23 you're not aware of any operator in the Permian -- or
24 in this particular area that is drilling half mile
25 horizontal wells; correct?

1 MR. HAMILTON: There may or may not be.
2 Not to my knowledge.

3 MS. VANCE: Okay. So not to your
4 knowledge. And you would agree that, you know, from
5 Permian's perspective it probably would not be -- it
6 wouldn't be economical for Permian to drill a half
7 mile horizontal well. You agree with that?

8 MR. HAMILTON: If we could avoid it, we
9 would.

10 MS. VANCE: Now, I'm going to share my
11 screen. Make sure I did that right. And you were
12 just talking with Ms. McLean about this particular
13 rebuttal exhibit; correct? It's Rebuttal Exhibit C12?

14 MR. HAMILTON: Yes, ma'am.

15 MS. VANCE: And in it, you walked
16 through a potential scenario where there is this 120
17 acres that's stranded over here in the pink; correct?

18 MR. HAMILTON: Yes, ma'am.

19 MS. VANCE: Okay. But -- and we're --
20 now, Permian's plan, which is over here, the mile --
21 or the two miles, and I'm just putting my cursor over
22 that, that's your two mile development. And then what
23 MRC has proposed that Permian do is the one and a half
24 where my cursor is now; correct?

25 MR. HAMILTON: Yes, ma'am.

1 MS. VANCE: Okay. Now, does that
2 change at all, this stranded acreage that you pointed
3 out, whether or not Permian drills a two mile
4 development or a mile and a half? That doesn't change
5 this 120 acres; correct? Would be left stranded?

6 MR. HAMILTON: That waste is
7 unnecessarily generated by either of MRC's
8 developments, and could be avoided in my opinion.

9 MS. VANCE: But do you agree that
10 nothing that Permian would do based on their proposed
11 plan or Matador's alternative plan that it's proposed
12 for Permian to pursue, it doesn't change the fact that
13 this is highlighted in pink; correct?

14 MR. HAMILTON: That acreage would be
15 stranded either way if that's what you're asking?

16 MS. VANCE: Yes. Now -- sorry. And
17 based off of that -- so again, there's this pink
18 stranded acreage here that leaves this half mile;
19 correct? And that would not be prudent to operate
20 that based on what you just previously said about
21 whether or not it's economic or prudent to drill half
22 mile horizontal wells; correct?

23 MR. HAMILTON: The half mile scenario
24 is generated if Permian Resources drills the two mile
25 laterals.

1 MS. VANCE: Correct. But either way,
2 this half mile here, if Permian drills that two miles
3 -- sorry. One second. Just one moment, please. All
4 right. We'll move on from there.

5 So now I want to go to your testimony, and
6 let's get to your testimony here. Okay. So now in
7 paragraph 3 of your Statement, you state that Permian
8 wants to minimize surface facilities; correct? And
9 you see it highlighted there?

10 MR. HAMILTON: Yes, ma'am.

11 MS. VANCE: Okay. Now, wouldn't it
12 make sense, then, if Permian wanted to minimize
13 surface disturbance to possibly use an existing pad
14 such as the one in the southwest quarter of the
15 southwest quarter of Section 7?

16 MR. HAMILTON: Are you referring to the
17 pad with the vertical wells on it?

18 MS. VANCE: Correct.

19 MR. HAMILTON: My understanding is that
20 that pad was not viable for this development based on
21 the surface team and their evaluation.

22 MS. VANCE: But if you wanted to
23 minimize surface disturbance, it would be a -- it
24 might be a good idea to use something or some
25 infrastructure that might already exist; correct?

1 MR. HAMILTON: If it was suitable for
2 the development, yes. But in this case, I don't
3 believe that it is.

4 MS. VANCE: Okay. Now, in paragraph 3,
5 which I'm going to point out here, this particular
6 piece right here where you talk about the karsting;
7 correct?

8 MR. HAMILTON: Yes, ma'am.

9 MS. VANCE: Okay. And then also in
10 your Exhibit C2, you also talk about the karsting, and
11 that this particular area, the west half of Section 7,
12 is not viable for your surface location because of
13 this karsting; correct?

14 MR. HAMILTON: Yes, ma'am. I believe
15 there's other factors at play, but yes.

16 MS. VANCE: Okay. Now, are you relying
17 on your own independent opinion on karsting, or are
18 you relying on your geologist's opinion on karsting
19 when you come to that conclusion?

20 MR. HAMILTON: I'm relying on several
21 opinions within our team, surface -- surface land as
22 well, and our geologists who provide the analysis
23 that, basically, those locations were not viable.

24 MS. VANCE: Okay. But did you review
25 the karsting report?

1 MR. HAMILTON: As a reservoir engineer,
2 that would not fall within my area of expertise.

3 MS. VANCE: So karsting, you're not an
4 expert in it; correct?

5 MR. HAMILTON: No, ma'am.

6 MS. VANCE: Okay. So then when you
7 make these statements about the west half of Section 7
8 not being viable, is it fair to say that you don't
9 have the background to actually make that statement
10 yourself as an independent observation?

11 MS. MCLEAN: Objection. I think it's
12 just been asked and answered several times. And he's
13 relying on his team. It's not just -- you know, he's
14 been told by many people that this is not the reason
15 why we're not doing this here.

16 There's surface, there's karsting,
17 there's all these issues for why the west half of
18 Section 7 is not a viable surface location, and he
19 doesn't have to have his own independent basis for
20 that knowledge to say that statement.

21 THE HEARING EXAMINER: So the objection
22 is that it's been asked and answered?

23 MS. MCLEAN: That, and separately that
24 he can still say that that's not a viable surface
25 location without his own independent knowledge and

1 ability to fully understand the karst report. He's
2 not a geologist, but he has been told that they can't
3 use that due to karsting.

4 So he's factored that into his analysis
5 in his reservoir engineering testimony and opinion for
6 this case.

7 THE HEARING EXAMINER: Ms. Vance?

8 MS. VANCE: I'm just going off of what
9 he has stated. You know, he's made it clear he is not
10 an expert in this area, but he's provided an opinion
11 in his testimony and exhibit. So I just want it on
12 the record that he has no background or technical
13 background for coming up with this conclusion himself.

14 THE HEARING EXAMINER: Well, I sustain
15 the objection because he's answered that question. I
16 have heard him say all the things that you want him to
17 say separately, previously, so he's said that. So why
18 don't you move on?

19 MS. VANCE: Okay.

20 Now, do you know if PR evaluated any
21 other areas for surface for this particular
22 development?

23 MR. HAMILTON: Yes. Under the -- the
24 surface team did look into several different options.

25 MS. VANCE: And do you know, from your

1 knowledge, was the middle of Section 8 looked at as a
2 possible option?

3 MR. HAMILTON: The middle of Section 8?

4 MS. VANCE: Yeah. So the -- between
5 the quarter section lines? So right here where my
6 cursor is at?

7 THE HEARING EXAMINER: For the record,
8 Ms. Vance, would you try to be specific about what you
9 are outlining so that down the road in the transcript
10 it'll show that you're pointing to, let's say, Section
11 7, the north half of the south half? Wherever you're
12 pointing. I don't --

13 MS. VANCE: Absolutely.

14 THE HEARING EXAMINER: So go ahead.

15 MS. VANCE: So I'm pointing here at the
16 very edge of Matador's JOA area. So it is along the
17 quarter line of Section 8?

18 MR. HAMILTON: My understanding is
19 those locations were precluded from viability due to
20 the inability to get there in time to meet our lease
21 obligations. Beyond that, they -- they were not seen
22 as viable or timely for our development.

23 MS. VANCE: But aside from timely,
24 which that would be the only issue -- sorry. Okay.
25 Okay. I am going to move on from that.

1 So in your Affidavit, you suggest that
2 Matador should do U-turn wells in the south half of
3 Section 9; correct?

4 MR. HAMILTON: Yes.

5 MS. VANCE: And I will go to your
6 Statement. And I believe you talked about that in
7 several areas, including in paragraph 3?

8 MR. HAMILTON: Yes, ma'am.

9 MS. VANCE: Okay. And that's shown on
10 your Exhibit C2; correct? Right here?

11 MR. HAMILTON: Yes, it is.

12 MS. VANCE: Okay. And I say "right
13 here," and that would be Exhibit C2, and where I'm
14 showing my cursor, which is the south half of Section
15 9.

16 But your Exhibit C2 also shows the 40
17 acre unleased BLM tract in the southwest quarter of
18 the southeast quarter of Section 9; correct?

19 MR. HAMILTON: Yes, ma'am. It does.

20 MS. VANCE: So even with this depiction
21 right here, and we've talked sort of ad nauseum about
22 this unleased tract, 40 acre tract here, MRC could not
23 -- Matador couldn't just go out there and start
24 drilling these U-turn wells; correct? Because of this
25 unleased tract?

1 MR. HAMILTON: They would nominate and
2 lease that acreage, which is not --

3 MS. VANCE: But right now, because this
4 is unleased, they could not go out right now and do
5 this development based on what you're proposing in
6 this Exhibit C2; correct?

7 MR. HAMILTON: There's an abundance of
8 reasons they can't go out and do it right now. That's
9 one of --

10 MS. VANCE: But I'm talking
11 specifically -- sorry. Go ahead.

12 MR. HAMILTON: That is one of the
13 reasons, yes.

14 MS. VANCE: Okay. So in your
15 testimony, you also state in exhibit, I'm sorry, in
16 paragraph 3, which I'll go here again, and also that
17 in paragraph 7, you state that Matador -- that both
18 companies would be able to drill two mile wells or two
19 mile development. Two mile well developments; right?
20 Based off of your proposed plan that you have outlined
21 here, again, in Exhibit C2; correct?

22 MR. HAMILTON: Yes, ma'am.

23 MS. VANCE: Okay. But under that
24 scenario, Permian would actually be getting double the
25 completed lateral length; is that correct?

1 MR. HAMILTON: We would have double the
2 acreage as well, yes.

3 MS. VANCE: So in other words, under
4 PR's plan you would have two two-mile wells in the
5 second Bone Spring, and two two-mile wells in the
6 third Bone Spring. So a total of eight mile laterals.
7 Whereas based on this plan, this would leave MRC with
8 one mile of U-turn in the third Bone and one mile of
9 U-turn in the second Bone Spring, for a total of four
10 lateral miles?

11 MR. HAMILTON: This plan allows for
12 extension of lateral lengths by both parties, and --
13 and no drainage as well. Which also it means,
14 basically, that we are getting no waste. And PR does
15 not have their -- their rights violated because we're
16 able to develop and -- and meet our, our lease
17 expirations.

18 So both parties have a mutually beneficial
19 outcome.

20 MS. VANCE: So mutually beneficial.
21 But again, PR would have twice the amount of acreage
22 and twice the amount of lateral length; correct? Than
23 MRC would under this proposed plan?

24 MR. HAMILTON: That is correct.

25 MS. VANCE: So on Exhibit C7, this

1 assumes that the BLM will approve this east half of
2 section -- of the southeast quarter of Section 9.
3 Sorry. And I'm going to zoom in here. Oh, I'm sorry.
4 Okay. Okay.

5 So this assumes that BLM would approve
6 surface for the east half of the southeast quarter of
7 Section 9 in the west half of the southwest quarter of
8 Section 10; correct?

9 MR. HAMILTON: I'm sorry. Can you
10 repeat that question?

11 MS. VANCE: So based on this particular
12 development setup that you have here for MRC, this
13 assumes that the BLM would approve the surface for
14 Matador for the west or the east half of the southeast
15 quarter or the west half of the southwest quarter;
16 correct?

17 MR. HAMILTON: Yes.

18 MS. VANCE: And do you have any basis
19 for those assumptions?

20 MR. HAMILTON: I don't have any basis
21 as to why they would not be granted surface there.

22 MS. VANCE: But again, you don't have
23 any basis for why they would; correct?

24 MR. HAMILTON: I don't have base either
25 way that they're -- that they're not viable plans.

1 MS. VANCE: But again, you have no
2 basis for assuming that they would?

3 MR. HAMILTON: No, I do not.

4 MS. VANCE: Okay. Okay. Okay. So I'm
5 going to your Exhibit C5. And on here, you state that
6 Permian intends to develop both the Tempest and the
7 Fiero together; is that correct? For both the second
8 and third Bone Spring?

9 MR. HAMILTON: Yes. Fiero, Tempest, Le
10 Mans, it's one development for us in the third Bone,
11 and then we would come back subsequently and develop
12 the second Bone.

13 MS. VANCE: Okay. But what you are
14 saying is you want to develop these concurrently;
15 correct?

16 MR. HAMILTON: Ideally, yes.

17 MS. VANCE: Okay. And where my cursor
18 is, it is right along the edge of both developments,
19 and those -- basically, this is your corridor for
20 where you plan to place your pads in your facilities;
21 correct?

22 MR. HAMILTON: Generally.

23 MS. VANCE: Now, would you agree that
24 convenience for one operator shouldn't dictate who
25 gets operating rights?

1 MR. HAMILTON: I don't know if that's
2 really in my area to -- to comment on that.

3 MS. VANCE: But would you say that
4 convenience should not outweigh an operator's rights?

5 MS. MCLEAN: Objection. This is beyond
6 the scope of a opinion for a reservoir engineer.

7 THE HEARING EXAMINER: Ms. Vance?

8 MS. VANCE: I would say -- I mean, I'll
9 rephrase it.

10 Would you say that having Permian's
11 facilities and pads along this corridor are
12 convenient?

13 MS. MCLEAN: Objection. Same basis.
14 In his direct testimony, he never mentioned anything
15 about convenience. We're not really sure what that
16 means. And again, beyond the scope of expert.

17 THE HEARING EXAMINER: So I understand.
18 Thank you.

19 So I just want to know how I look at
20 expert testimony. We have a rule of expert testimony,
21 NMRA 11703 [ph]. It gives why latitude for experts to
22 testify within their field of expertise, if they be
23 qualified. And I understand where you're going with
24 the question, but by the way you are wording it, I
25 sustain the objection. So you can find another way,

1 or you can abandon it all together. I leave it to
2 you.

3 MS. VANCE: That's fine.

4 Would you say that placing -- that this
5 quarter right here, placing Permian's pads and
6 facilities would minimize surface disturbance?

7 MR. HAMILTON: Theoretically, yes.

8 MS. VANCE: Okay. And on here, you
9 also state that Permian plans to also include, as a
10 part of all of this concurrent development, the Le
11 Mans development; correct?

12 MR. HAMILTON: Yes. That is our
13 current intent.

14 MS. VANCE: Okay. And right here where
15 I've got these -- my cursor, which is down here in
16 Sections 24 and 19, that's the north half, and along
17 here -- well, I'm sorry. It's the entire Section 24
18 and 19. But this is where you have your pads for the
19 Le Mans; correct?

20 MR. HAMILTON: Yes, ma'am. I believe
21 so.

22 MS. VANCE: So -- and this -- I mean,
23 looking at the distance between where your Le Mans
24 development is and then your Tempest and Fiero, and in
25 particular your Fiero, this is, what, one, two, and

1 three miles away?

2 MR. HAMILTON: Three miles from --

3 MS. VANCE: Three miles between the
4 Fiero and Le Mans where you are saying the pads are
5 for your Le Mans. And then your pads, your proposed
6 pads, are for your Fiero development. There's three
7 miles between them?

8 MR. HAMILTON: Perhaps. That doesn't
9 sound unreasonable.

10 MS. VANCE: So then shifting the
11 location, going to a mile and a half where your Fiero
12 development, going a half mile west into the middle of
13 Section 8, it would still be closer -- I mean, your
14 Fiero development would still be closer to your
15 Tempest development than your Le Mans; correct?

16 MR. HAMILTON: I'm sorry. Can you
17 repeat the question?

18 MS. VANCE: So your -- if Permian were
19 to do a mile and a half development so that your pads
20 are along here in the middle of Section 8, it's still
21 going to be closer to your Tempest development?
22 You're saying that it is still going to be closer to
23 your Tempest development than your Le Mans
24 development; correct?

25 MR. HAMILTON: Yes, but that would put

1 us further away from our proposed Fiero CTB, and it
2 would also put us in surface locations that we are not
3 viable given our timeline of development with the
4 lease expirations.

5 MS. VANCE: But again, just talking
6 about distance, it's going to be -- it's still closer
7 than your Le Mans development?

8 MR. HAMILTON: The -- the Fiero surface
9 location? I'm sorry. I'm not totally clear on the --
10 on the implication.

11 MS. VANCE: So I think you already
12 answered it. But -- so if your well pads are going to
13 be here in the middle of -- if they were in the middle
14 of Section 8, that is still closer to your Tempest
15 development than your Le Mans development; correct?

16 MR. HAMILTON: Yes.

17 MS. VANCE: Okay. Give me one second.
18 All right.

19 That's all I have. Thank you.

20 THE HEARING EXAMINER: Mr. Fordyce?

21 MR. FORDYCE: I don't have any
22 questions for this witness.

23 THE HEARING EXAMINER: Ms. McLean, any
24 redirect?

25 MS. MCLEAN: Yes, sir.

1 REDIRECT EXAMINATION

2 BY MS. MCLEAN:

3 MS. MCLEAN: You were asked a lot about
4 four mile versus two miles of lateral length. Do you
5 recall that? Does MRC actually propose any two mile
6 wells in any of the three of their development plans?

7 MR. HAMILTON: I do not believe they
8 do.

9 MS. MCLEAN: So Permian Resource's plan
10 actually gives them more later length; is that
11 correct?

12 MR. HAMILTON: Yes, ma'am. It does.

13 MS. MCLEAN: You were also asked about
14 what some of the reasons were MRC couldn't go out and
15 develop their Becky unit right away. Can you just
16 list all of the reasons sitting here today that you
17 believe MRC can't go out and develop Becky right now?

18 MR. HAMILTON: They don't have a viable
19 surface location planned. They don't have a concrete
20 plan as to what wells they want to drill and where
21 they want to drill them from. I don't believe they
22 submitted permits. I'm sure there's more, but they
23 escape me at the moment.

24 MS. MCLEAN: There's also some
25 discussion of the half mile well option?

1 MR. HAMILTON: Yes.

2 MS. MCLEAN: How does MRC get to that
3 half mile horizontal well scenario?

4 MR. HAMILTON: It seems they apply
5 unnecessary assumptions and constraints on their
6 project by suggesting they will not be able to surface
7 from the east, as well as being unable to nominate at
8 lease the Fed tract, resulting in that stranded 80
9 acre section.

10 MS. MCLEAN: Now, the geologist had two
11 options. Were either of those a half mile well
12 option?

13 MR. HAMILTON: No.

14 MS. MCLEAN: Did the MRC engineer,
15 based on your review of his testimony exhibits,
16 evaluate either of those two geology options for
17 development?

18 MR. HAMILTON: No.

19 MS. MCLEAN: Would a prudent operator
20 propose a development plan that strands 120 acres?

21 MR. HAMILTON: No.

22 MS. MCLEAN: No more questions.

23 THE HEARING EXAMINER: Any recross on
24 that?

25 MS. VANCE: No.

1 THE HEARING EXAMINER: Mr. Fordyce,
2 any?

3 MR. FORDYCE: No questions, Mr. Hearing
4 Examiner.

5 THE HEARING EXAMINER: May this witness
6 be excused?

7 MS. VANCE: Yes, sir.

8 THE HEARING EXAMINER: Thank you. Does
9 that conclude your case?

10 MS. VANCE: That does.

11 THE HEARING EXAMINER: It does. Okay.
12 So before we move on to the Case in Chief of
13 Matador -- and by my calling it Matador, that's the
14 correct name, isn't it?

15 MR. RANKIN: That works.

16 THE HEARING EXAMINER: Okay. Good.
17 Let's just go back over the amended exhibit packet
18 that you are going to file and when you' going g to
19 file.

20 MS. MCLEAN: Yes.

21 THE HEARING EXAMINER: So will you just
22 run down the exhibits that are going to be amended,
23 tell us the changes, and then tell me when you'll have
24 it filed?

25 MS. MCLEAN: Yes. We have Exhibit

1 C -- well we have Exhibit B, the geologist testimony,
2 which we are going to make an edit to the paragraph
3 brought changing 100 to 50 foot contour intervals.

4 THE HEARING EXAMINER: Don't you mean
5 the other way around?

6 MS. MCLEAN: Oh, sorry. 50 to 100.
7 Sorry. Then Exhibit B4, of which is the same fix.
8 Exhibit B, that typo. That's the east, west. And
9 then Exhibit C6, the type curve. Omitting that bullet
10 point.

11 THE HEARING EXAMINER: Okay. Perfect.

12 MS. MCLEAN: And we can submit these,
13 you know, right away.

14 THE HEARING EXAMINER: Okay. Next day
15 or two?

16 MS. MCLEAN: Yeah. For sure by
17 tomorrow.

18 THE HEARING EXAMINER: Before the
19 weekend?

20 MS. MCLEAN: Before the weekend.

21 THE HEARING EXAMINER: Before the
22 weekend?

23 MS. MCLEAN: Yes.

24 THE HEARING EXAMINER: Okay. Any
25 objections to that, Matador?

1 MR. RANKIN: No objections to the
2 timing.

3 THE HEARING EXAMINER: Thank you. No
4 to the timing?

5 MR. RANKIN: To the corrections that
6 are made.

7 THE HEARING EXAMINER: Okay. Thank
8 you.

9 MS. MCLEAN: Thank you.

10 THE HEARING EXAMINER: All right.

11 Mr. Rankin, would you like to make an
12 opening?

13 MR. RANKIN: Yeah. Can we take a short
14 break just to get reoriented and --

15 THE HEARING EXAMINER: Sure. Before we
16 take our break, let's just go over one other thing.
17 Ms. Tschantz brought up the issue of court reporter
18 for tomorrow. We do have until four o'clock to cancel
19 if we don't need it.

20 I don't know how long -- it's
21 impossible to really know how long a case is going to
22 go because you don't know what the cross-exam is going
23 to be. However --

24 MR. RANKIN: I would be surprised if we
25 don't finish today by five.

1 THE HEARING EXAMINER: Okay. Okay.
2 Then can we cancel the court reporter with you? We
3 should probably do it; right? Okay. Very good.
4 We'll take care of it.

5 Okay. You want a short break? Five
6 minutes?

7 MR. RANKIN: Five minutes will do.

8 THE HEARING EXAMINER: Okay. Thank
9 you.

10 MR. RANKIN: Thank you.

11 (Off the record.)

12 THE HEARING EXAMINER: Mr. Rankin is
13 going to make his opening statement, and then we'll go
14 to his case. We haven't sworn in any of your
15 witnesses yet; correct?

16 MR. RANKIN: Yeah.

17 THE HEARING EXAMINER: So please go
18 right ahead.

19 MR. RANKIN: Thank you, Mr. Hearing
20 Officer. May it please The Division, the issue in
21 this case is fairly narrow. Both parties are
22 targeting the same geologic targets on the same
23 proposed spacing. So this case is not about competing
24 theories of geology in different landing zones or
25 different completion plans or development or anything

1 to do with engineering.

2 It's really about who should be able to
3 develop the southeast quarter of Section 8 in Township
4 20 south, Range 27 east.

5 MRC, or Matador, has shown that its
6 development plan for its proposed Becky project that
7 would include the southeast quarter of Section 8, the
8 contested acreage, with additional lands in Section 9,
9 all fall within its existing 1964 Joint Operating
10 Agreement. That is the operator of and has, for that
11 acreage, 100 percent committed interest.

12 MRC doesn't have competing polling
13 applications for the division because the overlap in
14 southeast quarter of Section 8 and the other acreage
15 that's part of Matador's Becky project is 100 percent
16 committed to Matador's JOA, including Permian
17 Resource's 1 percent interest in that tract. So
18 Matador doesn't need to force pool anybody. It can go
19 out and drill those wells tomorrow as soon as it has
20 the permits and has approvals.

21 Regarding the overlapping acreage in
22 the southeast border of Section 8 that both Permian
23 and Matador proposed to include in their competing
24 development plans, the working interest control favors
25 Matador. Matador has 100 percent of the working

1 interest committed to its JOA in the southeast quarter
2 of Section 8. Permian does not.

3 Matador also owns 26 percent of the
4 mineral state, the leasehold interest, in the
5 southeast quarter of Section 8. Permian owns a little
6 more than 1 percent. So any way you look at it, the
7 working interest control in that section, the
8 contested acreage, favors Matador.

9 Now, Permian is concerned about its
10 lease expirations in the south half of Section 7 and
11 the southwest quarter of Section 8 in both cases.
12 Those lease expirations, however, have nothing to do
13 with the overlap of the contested acreage in the
14 southeast quarter of Section 8.

15 There are no lease expirations in that
16 acreage. Permian can go out and drill a one and a
17 half mile well development to address its lease
18 expiration concerns anytime by excluding that
19 contested acreage in the southeast quarter of eight.
20 So Matador is unclear why Permian is concerned about
21 its lease expirations.

22 It seeks also to include the southeast
23 quarter of eight in its development where it only owns
24 1 percent leasehold interest, and where that acreage
25 is fully committed to Matador's underlying JOA.

1 It could be for the simple reason that
2 Permian wants the convenience of being able to line up
3 its surface facilities for its Fiero development with
4 its proposed development to the south, but convenience
5 is not sufficient justification to force pool acreage
6 that's 100 percent committed to an existing JOA.

7 So by attempting to include that
8 additional acreage in its development that's 100
9 percent committed to Matador, and that Matador plans
10 to drill, Permian's creating the actual delay here
11 that they complain about with respect to their
12 expirations; their lease expirations.

13 Now, in addition, if Permian's
14 applications were granted, it would create a
15 heightened risk of stranding some of Matador's
16 acreage. In particular, the south half of the
17 southwest quarter of Section 9, due to that unleased
18 BLM tract in Section 8.

19 Now, Permian can easily modify its
20 plans to drill the south half of Section 7 and the
21 southwest quarter of Section 8 and exclude the
22 southeast quarter Section 8 without the need for at
23 obtaining BLM approvals because it's all fee -- or at
24 least the portion in Section 7 is all fee acreage and
25 fee mineral. And it already has an agreement with the

1 only working interest owner that would need to approve
2 that plan in those tracts.

3 In short, there would be no delay for
4 Permian to change its plans to drill a one half mile
5 well, which can be done in a way that would avoid the
6 karsting that Permian has identified in the northwest
7 quarter of the southwest quarter of Section 7, and
8 would allow Matador to develop its own acreage that it
9 owns a majority interest in and it controls under its
10 1964 JOA, thereby protecting Matador's correlative
11 rights.

12 And Permian's plan should be denied,
13 and Matador should be afforded the right to develop
14 its own acres under its JOA that it operates under its
15 own contractual rights and leasehold rights. In order
16 to protect Matador's competing correlative rights.

17 With that, Mr. Hearing Officer, we
18 would ask to be able to put on our first witness. We
19 have three witnesses today. One's in present in the
20 hearing room, and the other two are remote via the
21 Teams platform.

22 THE HEARING EXAMINER: Before we get
23 your witnesses sworn in, I have a couple of questions
24 about your opening statement. Now, typically opening
25 statements are based on the evidence that you are

1 going to develop during your Case in Chief. You
2 mentioned two things that I thought were interesting.

3 One, you said that you believe that
4 Permian is seeking to place its wells in a convenient
5 area because they have plans to or have already
6 developed or are planning to develop an area south of
7 the area that we're talking about today. You're going
8 to bring out evidence of that?

9 MR. RANKIN: Yes.

10 THE HEARING EXAMINER: Okay.

11 MR. RANKIN: I believe I did already on
12 cross showing where they have their existing well
13 facilities on their areas to the south.

14 THE HEARING EXAMINER: I don't remember
15 if you did or not. I'm just asking. And if you did,
16 great. I'm just asking. So what area to the south
17 are you talking about?

18 MR. RANKIN: There are two. Permian
19 has two plans to the south. One is the Bonneville,
20 and the other is the Tempest.

21 THE HEARING EXAMINER: What sections
22 in -- what are we talking about?

23 MR. RANKIN: Sure.

24 THE HEARING EXAMINER: Or is there a
25 map you can show me?

1 MR. RANKIN: So on our rebuttal slide
2 number three, you can see how Permian has proposed and
3 has obtained preliminary approval for its Fiero well
4 pad, and it's indicated in yellow.

5 THE HEARING EXAMINER: Isn't that to
6 the east?

7 MR. RANKIN: That's to the -- well
8 that's to the east of what Matador would ask Permian
9 to develop. Permian's actual current plan goes all
10 the way up to the eastern border of Section 8 where I
11 highlighted here; okay?

12 THE HEARING EXAMINER: Okay.

13 MR. RANKIN: So their proposed acreage
14 actually covers all of the south half of Section 8.
15 So their proposed well pad and facilities would be
16 aligned with their existing development to the south,
17 which is the Bonneville development.

18 THE HEARING EXAMINER: Ah. That's what
19 you were talking about?

20 MR. RANKIN: Yeah.

21 THE HEARING EXAMINER: Okay. I didn't
22 understand, but now I do. Okay. And then you also in
23 your opening statement mentioned that you believe that
24 the karsting was focused on, I wouldn't want to say
25 limited to, but you said the karsting was in the

1 northwest quarter of the southwest quarter.

2 Do you have evidence that's going to
3 show it's not elsewhere?

4 MR. RANKIN: I think what the evidence
5 shows is that the only indication, only known karsting
6 that Permian has identified, is in the northwest
7 quarter of the southwest quarter of Section 7.

8 THE HEARING EXAMINER: That they have
9 identified?

10 MR. RANKIN: Yeah. And that there's
11 existing development that has been developed without
12 indicating any consequence in the southwest quarter of
13 the southwest quarter of Section 7 where the existing
14 well pads and vertical development had previously been
15 placed without any apparent insights from karsting.

16 THE HEARING EXAMINER: Okay. I
17 understand perfectly. Who are your three -- well your
18 three witnesses, Wooten, Parker, and Schulz?

19 MR. RANKIN: Correct.

20 THE HEARING EXAMINER: Who do we have
21 here today?

22 MR. RANKIN: We have -- Mr. Schulz is
23 here today.

24 THE HEARING EXAMINER: Mr. Schulz, will
25 you --

1 MR. SCHULZ: Hi.

2 THE HEARING EXAMINER: I recognize
3 Mr. Schulz.

4 Would you come on up and turn the
5 microphone on?

6 And then can we get Mr. Wooten -- I'm
7 sorry. Can we get Mr. Wooten and Mr. Parker on the
8 screens?

9 Okay. Good morning. I recognize at
10 least one of them. Okay.

11 So you have your microphone on?

12 MR. SCHULZ: Yes.

13 THE HEARING EXAMINER: I'm going to
14 start with you because you're here, Mr. Schulz. Would
15 you please state and spell your name for the record?

16 MR. SCHULZ: Yes. Tanner Schulz.
17 T-A-N-N-E-R S-C-H-U-L-Z.

18 THE HEARING EXAMINER: Okay.

19 Mr. Wooten, the same, please?

20 MR. WOOTEN: Yeah. Clay Wooten.
21 C-L-A-Y W-O-O-T-E-N.

22 THE HEARING EXAMINER: Thank you.

23 And Mr. Parker?

24 MR. PARKER: Andrew Parker.
25 A-N-D-R-E-W P-A-R-K-E-R.

1 THE HEARING EXAMINER: Okay. Now,
2 would you please all raise your right hands? Thank
3 you.

4 Do you swear or affirm the testimony
5 you're about to give under penalty of perjury is the
6 truth, the whole truth, and nothing but the truth?

7 MULTIPLE SPEAKERS: Yes.

8 THE HEARING EXAMINER: Okay. I've
9 heard that. Thank you.

10 Now, before you sit down, Mr. Schulz,
11 in what area have you been recognized before this
12 division as an expert?

13 WITNESS SCHULZ: Yes. Petroleum
14 engineering, specifically reservoir engineering.

15 THE HEARING EXAMINER: Thank you.

16 Are you going to start with Mr. Schulz?

17 MR. RANKIN: I will not.

18 THE HEARING EXAMINER: Okay. That's
19 fine. Have a seat. You can have a seat.

20 Mr. Parker, the same question?

21 WITNESS PARKER: Geology.

22 THE HEARING EXAMINER: Thank you.

23 And Mr. Wooten?

24 WITNESS WOOTEN: Petroleum.

25 THE HEARING EXAMINER: Okay. Very

1 good. Thank you.

2 Okay. They're sworn in, Mr. Rankin.

3 MR. RANKIN: Thank you very much,
4 Mr. Hearing Officer.

5 I'd like to call Matador's first
6 witness, Mr. Clay Wooten.

7 DIRECT EXAMINATION

8 BY MR. RANKIN:

9 MR. RANKIN: Mr. Wooten, can you please
10 state your full name for the record?

11 MR. WOOTEN: Yes. It's Clay Wooten.

12 MR. RANKIN: By whom are you employed
13 and in what capacity?

14 MR. WOOTEN: MRC Energy Company, and
15 senior landman.

16 MR. RANKIN: And have you previously
17 testified before The Division and had your credentials
18 as a landman or petroleum landman accepted as a matter
19 of record?

20 MR. WOOTEN: Yes, I have.

21 MR. RANKIN: And have you conducted a
22 study of the lands at issue in these contested cases?

23 MR. WOOTEN: Yes, I have.

24 MR. RANKIN: Have you prepared
25 testimony that was submitted to The Division and

1 marked as MRC Exhibit A?

2 MR. WOOTEN: Yes.

3 MR. RANKIN: Did you also include
4 exhibits that are marked Exhibits A1 through A6 as
5 part of your submitted testimony?

6 MR. WOOTEN: Yes, sir.

7 MR. RANKIN: Mr. Wooten, have you
8 identified any corrections or modifications or
9 clarifications that are required to be made as part of
10 your written submittal?

11 MR. WOOTEN: I want to clarify with the
12 -- in my Affidavit where I have our ownership, or MRC
13 Permian Company's ownership is 26 percent, that's
14 inclusive of MRC Permian Company and MRC Delaware.
15 It's two separate entities.

16 MR. RANKIN: Okay. So you put them all
17 under one entity, but the intent was to capture the
18 ownership of both entities; correct?

19 MR. WOOTEN: Correct.

20 MR. RANKIN: Okay. Any other changes
21 or modifications to your written testimony or
22 exhibits?

23 MR. WOOTEN: No, sir.

24 MR. RANKIN: Now, Mr. Hearing Officer
25 at this time then, I would move the admission of

1 Matador or MRC Exhibits A and attachments A1 through
2 A6.

3 THE HEARING EXAMINER: They're already
4 admitted.

5 MR. RANKIN: Already admitted? Thank
6 you very much. I forgot.

7 THE HEARING EXAMINER: Does this
8 witness have any rebuttal exhibits? Yes, Mr. Hearing
9 Officer. We'll go through those rebuttal in a moment
10 here.

11 MR. RANKIN: Okay.

12 Okay. Now, Mr. Wooten, had you also
13 reviewed the testimony that was submitted by Permian
14 Resources as part of this direct case?

15 MR. WOOTEN: Yes, I have.

16 MR. RANKIN: And have you been present
17 -- or did you listen to the testimony and the rebuttal
18 testimony provided by Permian Resources' witnesses as
19 part of their case today?

20 MR. WOOTEN: Yes.

21 MR. RANKIN: Okay. I want to ask you a
22 couple questions that address the testimony that was
23 provided in response to Matador's direct testimony and
24 Permian's rebuttal testimony. In particular, I want
25 to start with the acreage at issue in these cases. In

1 particular, the acreage that is encompassed within
2 Matador's 1964 JOA.

3 Now, has Matador been active in this area
4 that encompasses its 1964 JOA has been active to date?

5 MR. WOOTEN: We have not been too
6 active on this area.

7 MR. RANKIN: Can you explain what
8 Matador's plans are for development in this area?

9 MR. WOOTEN: We prefer to develop it
10 all at once, and our team has been watching the all
11 results in the area kind of studying it to make it
12 more economic -- economic for us to grow all the other
13 units as well at the same time.

14 MR. RANKIN: So is it true, I mean, is
15 there a lot of Bone Spring development out in this
16 acreage to date?

17 MR. WOOTEN: The activities picked up
18 recently in the last few years. But before that,
19 there's not too much force on line activity in this
20 area.

21 MR. RANKIN: And so this acreage
22 development in the Bone Spring is a bit of a step out
23 Is that fair to say?

24 MR. WOOTEN: Yes.

25 MR. RANKIN: And is that -- sorry. Go

1 ahead.

2 MR. WOOTEN: Yes. More recently.

3 MR. RANKIN: Is that why Matador's been
4 watching and observing other operators and their
5 operations to determine how this acreage performs?

6 MR. WOOTEN: Yes.

7 MR. RANKIN: Now, Matador came into
8 this property and this JOA at what time frame?

9 MR. WOOTEN: Roughly through the merger
10 with AICO [ph] around 2015.

11 MR. RANKIN: Is it fair to say that
12 acquiring an operator in interest in a JOA of this
13 size is it a valuable asset that Matador deems to be a
14 valuable asset?

15 MR. WOOTEN: Yes. We deem it to be a
16 valuable asset.

17 MR. RANKIN: Why is that?

18 MR. WOOTEN: Well, the -- the JOA speak
19 to itself. We have a large area under a -- a large
20 JOA. There's also the leases are HBP so we're not
21 needing to get out there and, you know, drill
22 additional wells in the time being to, you know, beat
23 expirations. Those are two of the recent -- two of
24 the reasons I can think of.

25 MR. RANKIN: When you say "HBP," what

1 do you mean by that? Just for clarity of the record?

2 MR. WOOTEN: Hill By Production.

3 MR. RANKIN: Now, having acquired this
4 JOA that's dated 1964 and talking, about, you know,
5 looking -- for forward looking plans here, Matador
6 intends to develop this acreage. Does Matador intend
7 to develop this acreage through that 1964 JOA where
8 possible?

9 MR. WOOTEN: Where possible, yes.

10 MR. RANKIN: And that's true even
11 though it's an older JOA; correct?

12 MR. WOOTEN: Correct.

13 MR. RANKIN: And in your opinion, is
14 that JOA still valid? Is it still active?

15 MR. WOOTEN: Yes, it's still active.
16 The term was for as long as the leases are active.

17 MR. RANKIN: And all the leases that
18 were contributed to it are still active; is that true?

19 MR. WOOTEN: Yes. Well, the -- yeah.
20 Yes.

21 MR. RANKIN: Now, you heard some
22 testimony from Permian Resources' witnesses about the
23 fact that Matador has, or the prior operators have,
24 under this JOA undertaken either additional JOAs or
25 superseding JOAs were necessary. Do you recall that

1 testimony?

2 MR. WOOTEN: Yes.

3 MR. RANKIN: So if it's not possible or
4 feasible for Matador to amend or operate under the
5 existing JOA, what is Matador's plan going forward?

6 MR. WOOTEN: We would we -- would
7 either ask to amend the JOA contract area and with all
8 the parties that are subject to it to include those
9 additional lands. Or if that's not the case, then do
10 a superseding JOA and go to pooling if that's not --
11 if that doesn't solve everything.

12 MR. RANKIN: Now, in that situation
13 where you'd be agreeing to a superseding JOA, that
14 would be a situation where Matador being the operator
15 of the 1964 JOA would itself agree to supersede the
16 underlying controlling JOA; correct?

17 MR. WOOTEN: Correct.

18 MR. RANKIN: Okay. But short of that,
19 Matador's intention is to try to operate under the JOA
20 by amending it or where you don't need to amend it
21 would be just to develop entirely within the JOA; is
22 that right?

23 MR. WOOTEN: That's correct.

24 MR. RANKIN: Now, I want to talk to you
25 a little bit more about another topic here that came

1 up substantially in Permian's testimony. That's this
2 issue of potentially stranding the 120 acres in the
3 southeast quarter of Section 9 that is just outside of
4 the 1964 JOA.

5 Do you recall that testimony that was
6 provided by Permian?

7 MR. WOOTEN: Yes.

8 MR. RANKIN: Do you agree that Matador
9 intends to actually strand that acreage in that 120
10 acres in the southeast quarter Section 9?

11 MR. WOOTEN: No. We don't necessarily
12 intend to strand it, but that unleased Fed piece right
13 now, we kind of put together a development plan with
14 the pieces at hand. But we would look to include
15 those parties in the east half of the southeast by
16 amending the JOA or creating a new one if needed.

17 And whoever -- if -- if the -- the BLM lease
18 or the BLM tract from the southwest of the southeast
19 comes up for sale, we would love to add that to
20 our -- our contract area as well.

21 MR. RANKIN: Now, you said something
22 that I wanted you to just explore a bit more; get more
23 detail on. You said that the proposal that Matador
24 has is what's available or what's at hand. Explain a
25 little bit more how that's the case and how that plays

1 into Matador's, you know, goal with respect to those
2 120 acres in the southeast quarter of Section 9?

3 MR. WOOTEN: Yeah. So this all kind of
4 started with this hearing coming out. Talked to our
5 asset team, and it kind of put together preliminary
6 plans if we had to do it right now if that tract never
7 came up.

8 And just with the cards that we're dealt
9 right now, we -- we would intend to talk to the
10 parties that on the leasehold in the east half of the
11 southeast as well to try to include that in
12 developments going forward.

13 MR. RANKIN: So in other words, just so
14 I'm clear, the proposal that Matador put forward today
15 before The Division is based on what was available,
16 what acreage was available, and it could be developed
17 at this moment; correct?

18 MR. WOOTEN: That's correct.

19 MR. RANKIN: But Matador down the road
20 would have every intention of making an effort to
21 include, incorporate that 120 acres in southeast
22 quarter of Section 9 if and when as and when you
23 proceed with your development plans; correct?

24 MR. WOOTEN: Correct.

25 MR. RANKIN: Now, also I think, Mr.

1 Wooten, you heard some testimony today that it's
2 Permian's understanding that Matador has not yet
3 nominated that southwest quarter of the southeast
4 quarter of Section 9 for leasing from the BLM. Do you
5 recall that testimony?

6 MR. WOOTEN: Yes.

7 MR. RANKIN: That was the case when you
8 submitted your written testimony before The Division;
9 correct?

10 MR. WOOTEN: Correct.

11 MR. RANKIN: Okay. Go ahead. Explain.
12 Is that still the case today?

13 MR. WOOTEN: We were -- we were in the
14 process of nominating it, and we submitted the
15 paperwork last week to actually formally nominate it
16 to the BLM.

17 MR. RANKIN: Okay. So at this time
18 now, Matador has officially formally nominated that 40
19 acre tract in the southwest quarter of the southeast
20 quarter of Section 9; is that correct?

21 MR. WOOTEN: Yes.

22 MR. RANKIN: Okay. Now, but it wasn't
23 included, Mr. Wooten at the time your testimony was
24 prepared because it had not yet been nominated, and it
25 still hasn't been leased; correct?

1 MR. WOOTEN: Correct?

2 MR. RANKIN: Okay. Now, I want to talk
3 a little bit about ownership. And I think I'm
4 probably going to bring up Mr. Curry's testimony
5 because I think that's probably the easiest way to do
6 it.

7 Okay. So I'm going to share my screen. I
8 think it is being shared. I'm looking at Permian
9 Resource's Exhibit A5. And it provides an interest
10 breakdown by tract for each of the two cases. On
11 tract number two, it identifies a list of parties here
12 with their lease, as I understand, or their leasehold
13 interests for that tract. Is that your understanding
14 as well, Mr. Wooten?

15 MR. WOOTEN: Yes, that's my
16 understanding.

17 MR. RANKIN: Is it your understanding
18 that all these parties identified under tract two are
19 parties to, or successors in interest to, the 1964 JOA
20 that MRC is the operator of?

21 MR. WOOTEN: Yes.

22 MR. RANKIN: So tell me, what is
23 Matador's position with respect to these interests
24 that are listed here in tract two?

25 MR. WOOTEN: We're understanding that

1 this -- we have 100 percent committed to the JOA in
2 this -- this tract here, tract two.

3 MR. RANKIN: Okay. Now, but your
4 testimony today, and presented in Permian's rebuttal
5 testimony, that they have obtained the signatures of a
6 number of those parties for what they've identified as
7 a superseding JOA and that would cover their proposed
8 acreage. Do you understand that?

9 MR. WOOTEN: Yes.

10 MR. RANKIN: Okay. Has Matador been
11 contacted by any of those parties indicating that they
12 intend to rescind or disclaim their commitment to the
13 1964 JOA?

14 MR. WOOTEN: Not to my knowledge.

15 MR. RANKIN: Okay. So looking at this,
16 back to tract number two from Exhibit A5, it's your
17 understanding, Mr. Wooten, that all these interests
18 listed here are actually the leasehold and ownership
19 interests in the southeast quarter of Section 8?

20 MR. WOOTEN: Yes.

21 MR. RANKIN: Are these interests, would
22 they be -- is it proportionate, or are they the same
23 for the north half and the south half of the southeast
24 quarter? Do you know?

25 MR. WOOTEN: I -- I don't know offhand.

1 The north -- oh -- oh, sorry,. The north half of the
2 southeast quarter and the south half southeast
3 quarter, they should be identical.

4 MR. RANKIN: Okay. That was my
5 question. Yeah. Your understanding is that they
6 would be identical for both the north half and south
7 half?

8 MR. WOOTEN: Yes.

9 MR. RANKIN: Okay. And here, who are
10 the parties that you understand that Permian is
11 seeking to pool in this tract?

12 MR. WOOTEN: MRC, EOG, and I believe
13 it's Yates Energy.

14 MR. RANKIN: Yeah. So both MRC
15 entities, Yates, EOG, and MRC Delaware; correct?

16 MR. WOOTEN: Correct.

17 MR. RANKIN: Now, if I go back to
18 Permian's rebuttal exhibit where they show the parties
19 that they have identified as having signed the
20 superseding JOA, then they also show an ownership
21 interest for the southeast quarter of Section 8, and
22 it says "by JOA." Can you explain -- did you hear Mr.
23 Curry's testimony about how he came up with those
24 numbers?

25 MR. WOOTEN: Yeah. It seems like he

1 was just trying to pool the interest that Permian has
2 committed in the south half of Section 7 and the
3 southwest quarter of Section 8 into the contract area,
4 which I'm not sure if that's the right way to do that
5 to get to that 24 percent number.

6 MR. RANKIN: So if we wanted to know
7 just what the leasehold interest was, the ownership
8 interest in the southeast quarter of Section 8, would
9 I look back to his Exhibit A5 to identify what those
10 interests are?

11 MR. WOOTEN: Yes.

12 MR. RANKIN: Okay. So that's how -- in
13 other words, I guess that that's the table or the
14 information you would rely on if you wanted to sum up
15 what the interests are in that southeast quarter of
16 Section 8?

17 MR. WOOTEN: Correct.

18 MR. RANKIN: Okay. All right. So now
19 based on that, I guess, what's your understanding of -
20 - so Matador's position is that 100 percent of those
21 parties remain committed to Matador's JOA; correct?

22 MR. WOOTEN: Correct.

23 MR. RANKIN: So let's just talk about
24 hypotheticals now. If a number of these parties did
25 sign superseding or competing JOAs, and The Division

1 wanted to consider those as, you know, I guess they'd
2 be offsetting, right, because they've signed one JOA
3 for Permian, one JOA for Matador.

4 And we were to watch those out potentially,
5 then what would that leave us with in terms of
6 interests if we wanted to try to sum up what the
7 remaining interests are in southeast quarter of
8 Section 8?

9 MR. WOOTEN: If -- if I'm understanding
10 you correctly, you take the -- the parties have signed
11 both and just wash them out, and then we would have 50
12 -- roughly 56 percent committed still to our JOA, and
13 they'd have to zero.

14 MR. RANKIN: Okay. Now, if on the
15 other hand, because of the confusion or uncertainty
16 around what parties actually are signed up to what JOA
17 or what interests, if The Division wanted to just look
18 at ownership interest between the operators, what
19 would the ownership interests between MRC and Permian
20 be just looking at the southeast quarter Section 8?

21 MR. WOOTEN: It would be MRC with that
22 roughly 26 percent working interest and permeated by -
23 - by Read & Steven's, like, 1.17 percent working
24 interest.

25 MR. RANKIN: I want to talk a little

1 more about -- move over to a different topic here and
2 talk about surface issues, surface locations. I'm
3 going to show, I guess it's Matador Rebuttal Exhibit
4 Number 1.

5 Did you oversee or directed preparation of
6 this rebuttal exhibit, MRC Rebuttal Number 1?

7 MR. WOOTEN: Yes.

8 MR. RANKIN: If you would, just explain
9 what this exhibit shows and what its purpose is?

10 MR. WOOTEN: This -- this exhibit just
11 shows if Permian wanted to develop their fee tracts
12 with the expirations, they could go drill it at a mile
13 and a half, and then that would leave us, you know,
14 the remainder of that to the east to develop
15 ourselves.

16 MR. RANKIN: Okay. And is it your
17 understanding that one of the reasons that Permian
18 would like to do the full two miles is so that they
19 can cite and locate their surface facilities in a line
20 so that it minimizes distances and locations?

21 MS. HARDY: I object. I think that
22 that actually assumes facts not in evidence. I think
23 Mr. Rankin has made that argument, but I don't think
24 any of Permian Resources' witnesses testified about
25 that.

1 MR. RANKIN: Actually, Mr. Hamilton did
2 testify that by locating it where it's proposed, it
3 minimizes the distances for its flow lines. And so
4 that is something that he testified to.

5 THE HEARING EXAMINER: Ms. Hardy?

6 MS. HARDY: I don't recall that
7 testimony.

8 MR. RANKIN: It's in his written
9 testimony.

10 MS. HARDY: Thank you.

11 THE HEARING EXAMINER: Do you want to
12 play it out? The written testimony?

13 Which witness's testimony are you
14 looking for?

15 MR. RANKIN: Mr. Hamilton's.

16 THE HEARING EXAMINER: Hamilton. Would
17 that be in his Affidavit?

18 MR. RANKIN: Yeah. So -- and it's in
19 paragraph 3 of Mr. Hamilton's testimony. He says that
20 Permian Resources also intends to minimize surface
21 disturbance by creating new facilities and flow lines
22 proximal to existing batteries and operations. So the
23 proposed location is proximal to its existing location
24 in the Bonneville.

25 And my understanding is that they

1 intend -- they want the surface location to minimize
2 the distance that their flow lines would have to go
3 between facilities.

4 THE HEARING EXAMINER: Ms. Hardy?

5 MS. HARDY: I think that's different
6 from the question that was just asked.

7 THE HEARING EXAMINER: Mr. Rankin,
8 would you ask the question more in line with the
9 testimony?

10 MR. RANKIN: Sure.

11 Mr. Wooten, is it your understanding
12 that part of Permian's preference for its two mile
13 development is to allow for its surface facilities to
14 be proximal to its existing and proposed development?

15 MR. WOOTEN: It appears to be.

16 MR. RANKIN: Mr. Wooten, in addition,
17 many of Permian's witnesses identified alternatives
18 for Matador's development that would minimize or
19 eliminate the potential for stranding or leaving
20 acreage behind in the southeast quarter of Section 9.
21 Do you recall that testimony?

22 MR. WOOTEN: Yes.

23 MR. RANKIN: Mr. Wooten, as part of
24 your job duties and work as a petroleum landman, do
25 you also work and coordinate with Matador's surface

1 land team?

2 MR. WOOTEN: Yes.

3 MR. RANKIN: Just explain real quick at
4 a high level, what is it that the surface land team
5 does that's different than what you do?

6 MR. WOOTEN: Surface land team does,
7 basically, everything related to the surface of pads;
8 take batteries, take away -- right of ways and
9 whatnot. And they -- they get a little bit more boots
10 on the ground out there in the area. Kind of walk the
11 area, get familiar with everything.

12 MR. RANKIN: And in contrast, petroleum
13 landman, his or her responsibilities are more focused
14 on what?

15 MR. WOOTEN: On more on the mineral
16 side. Seeing known leasehold. Other obligations
17 related to leasehold.

18 MR. RANKIN: So because it's not your
19 job to deal with the surface issues, but you rely on
20 your surface land team to have those discussions and
21 identify potential locations for well pads; correct?

22 MR. WOOTEN: Correct.

23 MR. RANKIN: Okay. Based on your
24 discussions -- and you work closely with that land
25 team as part of your development of working to develop

1 potential projects for Matador?

2 MR. WOOTEN: Yes.

3 MR. RANKIN: If you would just explain
4 what your understanding is based on your discussions
5 and reliance on your surface land team about what the
6 BLM has informed Matador about potential for surface
7 facilities and well pad locations in the east half of
8 Section 9?

9 MR. WOOTEN: Yeah. So the -- the east
10 half of Section 9 and with our surface team and
11 federal team discuss -- preliminary discussions with
12 the BLM, they stated that the east -- east side of
13 this block would be tough to put surface on, if at
14 all, due to that -- we can see that ravine right
15 there.

16 And they would prefer -- it would -- it
17 would be -- they would prefer us to explore options on
18 the west side rather than the east side.

19 MR. RANKIN: And when you mentioned
20 that the ravine, and I'm highlighting what you
21 identified as a ravine in roughly the southeast east
22 half of the southeast quarter of the southeast court
23 of Section 9?

24 MS. HARDY: Mr. Examiner, I'm going to
25 object to these questions. It's hearsay upon hearsay,

1 and none of this information is included in
2 Mr. Wooten's direct testimony. In fact, Matador's
3 direct testimony states they had only begun to
4 consider surface locations. There's no disclosure of
5 any communications with BLM, so this is unfair
6 surprise.

7 THE HEARING EXAMINER: Mr. Rankin?

8 MR. RANKIN: This is rebuttal testimony
9 in responding to the testimony from Permian about the
10 potential locations in Section 9. So we're addressing
11 it on rebuttal.

12 THE HEARING EXAMINER: And which
13 witness testimony are you rebutting?

14 MR. RANKIN: I think all of them. All
15 three of them have identified different alternatives
16 that would allow for Matador to develop its acreage
17 with surface locations in the east. Mr. Hamilton, I
18 believe Mr. Cantin, and Mr. Curry.

19 THE HEARING EXAMINER: So you are
20 asserting that you are asking this witness for
21 rebuttal testimony to the assertions from Permian that
22 you developed the Section 9 in a particular way?

23 MR. RANKIN: Sure. Yeah. Matador
24 testified in its -- I mean, sorry. Permian testified
25 in its written testimony that Matador has available to

1 it the ability to locate surface facilities and well
2 pads in the eastern half of Section 9 in order to
3 develop its acreage within the JOA, including some of
4 the 120 acres that they've identified as potentially
5 being stranded.

6 So this testimony I'm listening from
7 Mr. Wooten just goes to rebut that because as he
8 understands, working closely with the surface land
9 team, which is part of his job and part of his job as
10 an expert petroleum land, to be able to rely on that
11 they have stated that BLM is not a preference for that
12 location.

13 THE HEARING EXAMINER: So did
14 you -- before I go back to you, Ms. Hardy.

15 Mr. Rankin, did this witness submit any
16 rebuttal exhibits?

17 MR. RANKIN: He submitted -- I'm
18 working through them right now, so this is one
19 rebuttal exhibit that he --

20 THE HEARING EXAMINER: Which one is
21 this one?

22 MR. RANKIN: This is MRC Rebuttal 1.

23 THE HEARING EXAMINER: Oh, okay. Well,
24 I don't remember your mentioning that. That would --

25 MR. RANKIN: I was working towards it.

1 THE HEARING EXAMINER: Oh. You were
2 getting there?

3 MR. RANKIN: Yeah.

4 THE HEARING EXAMINER: Okay. So what
5 letter and number is this?

6 MR. RANKIN: This is MRC Rebuttal 1.

7 THE HEARING EXAMINER: Let me go --
8 because they're separate filing, so give me a minute
9 here.

10 Ms. Tschantz, are those uploaded? MRC
11 rebuttal?

12 MS. TSCHANTZ: They are. They don't
13 have a cover sheet, but -- so they're the last three
14 documents in imaging.

15 THE HEARING EXAMINER: The last three?
16 Okay. Hold on a second. Let me get there.

17 MS. TSCHANTZ: Maps.

18 THE HEARING EXAMINER: I see
19 Matador -- table of contents. These are the regular
20 exhibits. I already have these open. I'm looking for
21 this submission.

22 So do you have a date and time?
23 Because I can't find it. Maybe I need to refresh the
24 imaging system. I have Permian's rebuttals and
25 direct, I have Matador's direct, I don't have

1 Matador's rebuttal.

2 MS. TSCHANTZ: They were accepted this
3 morning, so they would have today's date --

4 THE HEARING EXAMINER: They're there
5 now. I refreshed the page. They have pictures;
6 right? All three?

7 MS. TSCHANTZ: Yes.

8 THE HEARING EXAMINER: That's why I
9 didn't have them. Okay.

10 So which one are you -- this is number
11 one. I got it. Okay. I'm with you. I didn't have
12 this before.

13 So Ms. Hardy, now that you hear that
14 this is rebuttal testimony to your witnesses claims
15 about the potential developments of Section 9, do you
16 still maintain that objection?

17 MS. HARDY: I do. And Mr. Examiner,
18 I'm looking at paragraph 14 of Mr. Wooten's sworn
19 statement.

20 THE HEARING EXAMINER: Fourteen now?

21 MS. HARDY: Yes.

22 THE HEARING EXAMINER: Let me get
23 there. Okay. So now Mr. Wooten, we have number 14.
24 "MRC's federal team plans to discuss"? Is that the
25 one?

1 MS. HARDY: Yes. He states there in
2 his sworn testimony "MRC's federal team plans to
3 discuss the potential pad locations for this project
4 with the Bureau of Land Management as MRC gets closer
5 to filing its applications for federal drilling
6 permits."

7 So now he's here testifying that they
8 actually have had those discussions, and that's
9 directly opposed to what he said in a sworn statement.

10 THE HEARING EXAMINER: Okay. Well,
11 that's it. Now that's going to be a different issue.
12 And that's an issue of credibility, which you can
13 bring out on your cross-examination.

14 MS. HARDY: Yes.

15 THE HEARING EXAMINER: But what I'm
16 dealing with now is the objection is that this
17 testimony -- that there's no basis for this testimony
18 because you were surprised by this testimony. And
19 I'll give you latitude to recall your witnesses if you
20 want to rebut the rebuttal, and we can be here all day
21 at night.

22 But Mr. Rankin makes a good argument
23 that, you know, your witnesses did claim that they
24 should be developing this Section 9 in a particular
25 way, and this testimony goes toward the availability

1 of that development.

2 So with that being said, do you still
3 maintain your objection?

4 MS. HARDY: Yes.

5 THE HEARING EXAMINER: Why?

6 MS. HARDY: I do.

7 THE HEARING EXAMINER: Why?

8 MS. HARDY: Because it wasn't apparent
9 from their rebuttal slides that this was going to be
10 their position, especially when it's directly
11 inconsistent with what they said in their testimony.

12 THE HEARING EXAMINER: Again, it's a
13 different issue. The credibility thing is a different
14 issue. And I can do wide latitude to bring out that
15 inconsistency. That's your job. However, we still
16 have the basis of the objection being that you are
17 surprised because of what I've already said three
18 times now. And the response is reasonable.

19 So I'm going to overrule your
20 objection.

21 And Mr. Rankin, please proceed.

22 MR. RANKIN: Mr. Wooten, just looking
23 at your paragraphs 12 and 13 of your direct written
24 testimony, I'll pull them up. These two paragraphs
25 are referring to Matador's proposed development plans

1 as proposed in this case. So the proposed Becky
2 development; correct?

3 MR. WOOTEN: Correct.

4 MR. RANKIN: And that is outlined in --
5 I think it's your Exhibit A. This is A2; correct?

6 MR. WOOTEN: Is it A3 or --

7 MR. RANKIN: Yeah. A3. Okay. A3.
8 And so when you were talking about surface locations
9 in your paragraphs 12 and 13, you were talking about
10 the eastern boundary of the Becky development;
11 correct?

12 MR. WOOTEN: Correct.

13 MR. RANKIN: You weren't talking about
14 the eastern boundary of Section 9; correct?

15 MR. WOOTEN: Correct.

16 MR. RANKIN: Okay. And what you and I
17 were talking about here when we're looking at Rebuttal
18 Exhibit Number 1, MRC Rebuttal 1, was the ability for
19 Matador to place surface and well pads in the eastern
20 half of the southeast quarter of Section 9 -- or
21 rather Section 8. Sorry. Section 9; correct?

22 MR. WOOTEN: Yes.

23 MR. RANKIN: And that was not addressed
24 in your written testimony; right? Because you were
25 talking about the eastern -- of the Becky development;

1 correct?

2 MR. WOOTEN: Correct.

3 MR. RANKIN: And so now Permian has
4 suggested that in order to develop the 120 acres that
5 might otherwise be left behind that it identified as
6 potentially stranded acreage, they suggested that
7 Matador be able to develop well pads and well
8 locations on the eastern boundary of the southeast
9 quarter of Section 9; correct?

10 MR. WOOTEN: Correct.

11 MR. RANKIN: Okay. Now, just going
12 back, your understanding based on talking to your
13 surface team is that the BLM does not prefer --
14 explain what you understand from your discussions with
15 your surface team again just so we're clear?

16 MR. WOOTEN: Just our discussion from
17 the whole block, this Jim Minor, Rik Schenck, that the
18 whole eastern side of this whole block, they would
19 prefer us not to put surface on that side if -- if at
20 all available.

21 MR. RANKIN: Okay. Now, is it your
22 understanding that whether there are any issues or
23 impediments to developing or locating well pads or
24 facilities on the western half of the southeastern
25 quarter of Section 8?

1 MR. WOOTEN: Not to my knowledge.

2 MR. RANKIN: How about the eastern half
3 of the southwest corner of Section 8?

4 MR. WOOTEN: Not to my knowledge.

5 MR. RANKIN: I want to talk a little
6 bit about the 1964 JOA. We touched on it a little bit
7 earlier in your testimony, but is it your opinion that
8 the parties or their successors in interest to that
9 JOA remain committed to it?

10 MR. WOOTEN: Yes.

11 MR. RANKIN: There was some testimony
12 or discussion about what was referred to as the 2000
13 Turner JOA, which I think is in Mr. Curry's Exhibit
14 A12. Do you see this hatched area that was identified
15 as acreage that was subject to a superseding JOA for
16 the Turner 7 Federal Deep number one well?

17 MR. WOOTEN: Yes.

18 MR. RANKIN: What's your understanding
19 of how that superseding JOA came about? What were the
20 parties to it? Who agreed to it?

21 MR. WOOTEN: This is a while back prior
22 to Matador having it. But from my assumptions here,
23 would be looking at -- this contract area did not
24 include that west half of the northeast order. So my
25 assumption is they did a superseding JOA to include

1 all of that acreage.

2 MR. RANKIN: It's your understanding
3 that the operator of the 1964 JOA at that time agreed
4 to that superseding Turner JOA; is that correct?

5 MR. WOOTEN: Yes, that's correct.

6 MR. RANKIN: I think that covers all my
7 questions, Mr. Wooten. If I didn't elicit something
8 from you, I think you've covered everything that you
9 wanted to cover. So I have no further questions of
10 Mr. Wooten. I make him available for
11 cross-examination.

12 THE HEARING EXAMINER: Ms. Hardy?

13 MS. HARDY: Yes, I do. Thank you.

14 CROSS-EXAMINATION

15 BY MS. HARDY:

16 MS. HARDY: Good afternoon, Mr. Wooten.

17 MR. WOOTEN: Good afternoon.

18 MS. HARDY: You were directly involved
19 in Matador's conversations with Permian Resources
20 regarding the Fiero development were you?

21 MR. WOOTEN: Yes. I was on the email
22 chain that was referenced earlier.

23 MS. HARDY: And my question was
24 actually about conversations. You didn't have any
25 conversations with anyone at Permian Resources

1 directly about the development, did you?

2 MR. WOOTEN: I did not have direct
3 relation or direct conversation with anyone.

4 MS. HARDY: And the effective date of
5 Matador's JOA is 1964; correct?

6 MR. WOOTEN: Yes.

7 MS. HARDY: Horizontal development was
8 not occurring in 1964, was it?

9 MR. WOOTEN: Not to my knowledge.

10 MS. HARDY: The JOA covers about 3,156
11 acres; is that correct?

12 MR. WOOTEN: I'd have to double check
13 that, but it sounds about right.

14 MS. HARDY: The last well drilled
15 subject to the JOA was the Gates Federal one Deep
16 number one [ph] well; correct?

17 MR. WOOTEN: That sounds correct.

18 MS. HARDY: And that well was spud in
19 1964; right?

20 MR. WOOTEN: I'm -- I'm not 100 percent
21 sure when it was spud.

22 MS. HARDY: Does that sound about
23 right?

24 MR. WOOTEN: That sounds about right,
25 yes.

1 MS. HARDY: And it was plugged in
2 October of 2001, wasn't it?

3 MR. WOOTEN: I'm not exactly sure on
4 the timeline, but that's sounds about right.

5 MS. HARDY: Okay. And no other wells
6 have been drilled subject to the JOA in the last 61
7 years; is that correct?

8 MR. WOOTEN: To my knowledge, yes.
9 That's correct.

10 MS. HARDY: And there has been no
11 production subject to the JOA for the past 32 years;
12 correct?

13 MR. WOOTEN: To my knowledge, that's
14 correct.

15 MS. HARDY: And earlier in response to
16 Mr. Rankin's questions, you mentioned that there
17 wasn't a lot of Bone Spring development in this area.
18 Is that what you stated earlier?

19 MR. WOOTEN: I stated, like, in -- up
20 until the last few years, there wasn't too many
21 horizontal Bone Spring wells in the area.

22 MS. HARDY: Permian Resources has
23 drilled Bone Spring wells immediately offsetting this
24 development, though, hasn't it?

25 MR. WOOTEN: I believe either they

1 have, or their predecessor entitled Tascosa [ph] has.

2 MS. HARDY: And with respect to
3 nomination of the unleased federal tract, which I'll
4 get into more in a little bit, but as of last Tuesday
5 when you submitted your sworn testimony in this case,
6 that acreage had not been nominated by Matador; is
7 that correct?

8 MR. WOOTEN: That's correct. We were
9 in the process of it.

10 MS. HARDY: And so Matador actually
11 nominated that lease sometime between last Tuesday and
12 today; right?

13 MR. WOOTEN: Yes, ma'am.

14 MS. HARDY: Okay. And you answered
15 several questions from Mr. Rankin regarding surface
16 facilities, and the location of Permian Resources
17 proposed surface facilities is proximal to the other
18 Permian Resources development.

19 And I'm a little perplexed because it sounds
20 like you're saying that's a bad thing, but isn't it
21 what a prudent operator does? Don't they try to use
22 minimal surface facilities and develop them in a
23 similar way to minimize surface impacts?

24 MR. WOOTEN: I'm sorry. Can you repeat
25 that question?

1 MS. HARDY: Sure. Sorry that was a
2 long, confusing question.

3 MR. WOOTEN: I just want to make sure
4 I'm understanding.

5 MS. HARDY: Isn't it prudent to develop
6 surface facilities in a way that they can be located
7 near other surface facilities to minimize impacts?

8 MR. WOOTEN: Yes.

9 MS. HARDY: And are you aware that The
10 Division also considers midstream resources in
11 evaluating competing development plans?

12 MR. WOOTEN: I -- I wasn't aware of
13 that.

14 MS. HARDY: Okay. Because if midstream
15 surfaces are in place in approximal location, isn't
16 that a benefit to the operator developing?

17 MR. WOOTEN: I would say it probably
18 is.

19 MS. HARDY: Let me pull up your
20 testimony here. Okay. Let me get to paragraph 9. So
21 you stated in this paragraph that Matador Production
22 Company is the designated operator under the JOA;
23 right?

24 MR. WOOTEN: Yes.

25 MS. HARDY: Under the JOA, didn't MRC

1 Delaware Resources become the operator due to a merger
2 in 2015?

3 MR. WOOTEN: I would have to double
4 check which -- actually what entity the operator is
5 in, but from my understanding, it would be Matador
6 Production Company.

7 MS. HARDY: Okay. And if it was MRC
8 Delaware Resources, do you know whether the JOA has
9 been amended to allow for a different designated
10 operator?

11 MR. WOOTEN: Not -- not 100 percent.
12 No, ma'am.

13 MS. HARDY: Okay. And MRC has not
14 drilled any wells subject to the JOA since it acquired
15 the JOA has it?

16 MR. WOOTEN: No, ma'am.

17 MS. HARDY: Okay. And Mr. Rankin asked
18 you about the Turner 7 Deep Federal well; correct?

19 MR. WOOTEN: Yes, ma'am.

20 MS. HARDY: And that well's spacing
21 unit is located in the north half equivalent of
22 Section 7, Township 20 south, Range 27 east; correct?

23 MR. WOOTEN: Yes, ma'am.

24 MS. HARDY: But the 1964 JOA does not
25 include the west half of the northeast quarter of

1 Section 7, does it?

2 MR. WOOTEN: No, ma'am.

3 MS. HARDY: So MRC operates the Turner
4 7 well under a JOA dated April 15th of 2000, that
5 superseded and replaced the 1964 JOA with respect to
6 that acreage; correct?

7 MR. WOOTEN: Yes. As to the north half
8 of Section 7. This -- certain depths.

9 MS. HARDY: I'm going to pull up your
10 Exhibit A5 here. And this map shows Matador's other
11 developments that are proposed in this area; correct?

12 MR. WOOTEN: Yes, ma'am.

13 MS. HARDY: And one of those
14 developments is the Rik Schenck development to the
15 north; correct?

16 MR. WOOTEN: Correct.

17 MS. HARDY: And the plan Jim Minor
18 development?

19 MR. WOOTEN: Yes.

20 MS. HARDY: And those developments
21 include the northwest quarter and the northwest
22 quarter of the northeast quarter of Section 4 and the
23 west half northeast quarter of Section 7; right?

24 MR. WOOTEN: Yes.

25 MS. HARDY: And those lands are not

1 included in the 1964 JOA acreage, are they?

2 MR. WOOTEN: No.

3 MS. HARDY: So to continue with those
4 developments, MRC would need to propose a superseding
5 JOA; correct?

6 MR. WOOTEN: That or we could amend
7 this 1964 JOA to include those additional lands.
8 Those are two options.

9 MS. HARDY: And to amend the JOA, all
10 of the parties to it would have to agree; right?

11 MR. WOOTEN: Yes.

12 MS. HARDY: And with respect to
13 superseding JOAs, it's common for parties to execute
14 them, isn't it?

15 MR. WOOTEN: Yes.

16 MS. HARDY: And again, that's what MRC
17 did with the Turner 7 well; right?

18 MR. WOOTEN: Mm-hmm.

19 MS. HARDY: And let's talk about the
20 parties to the 1964 JOA. You've heard Mr. Curry's
21 testimony today; correct?

22 MR. WOOTEN: Yes. Yes.

23 MS. HARDY: And he testified, and his
24 exhibits show, that of the 19 parties to the 1964 JOA,
25 12 have signed Permian Resource's superseding JOA for

1 the Fiero wells; correct?

2 MR. WOOTEN: Yes. That's what he
3 stated.

4 MS. HARDY: Okay. And you don't have
5 any information, as you sit here today, to dispute
6 that, do you?

7 MR. WOOTEN: No. Not that I'm aware
8 of.

9 MS. HARDY: So just to be clear, MRC
10 has been the operator under the 1964 JOA for about
11 nine years; right?

12 MR. WOOTEN: Yeah. That sounds about
13 right.

14 MS. HARDY: And during that time
15 period, MRC has not drilled a single well subject to
16 the JOA; correct?

17 MR. WOOTEN: Yes, that's correct.

18 MS. HARDY: And MRC's development plan
19 here is preliminary, isn't it?

20 MR. WOOTEN: Yes. It's preliminary.
21 It's still in the planning phases.

22 MS. HARDY: Mr. Rankin asked you
23 questions earlier about Mr. Curry's ownership exhibits
24 and leasehold versus contractual interest. Do you
25 recall those questions?

1 MR. WOOTEN: Yes.

2 MS. HARDY: And MRC here is using
3 contractual interest, isn't it, to establish its
4 alleged rights under the JOA?

5 MR. WOOTEN: I believe the -- the title
6 was very similar between the contractual and the
7 actual leasehold.

8 MS. HARDY: Okay. But I guess what I'm
9 getting at here is that the JOA that you are relying
10 on is contractual and establishes contractual
11 interest; correct?

12 MR. WOOTEN: Correct.

13 MS. HARDY: And Permian Resource's JOA
14 also establishes contractual interest; correct?

15 MR. WOOTEN: Correct.

16 MS. HARDY: So it's not just leasehold
17 interests that are important here when you're looking
18 at the competing plans; is that right?

19 MR. WOOTEN: Correct.

20 MS. HARDY: And let's look at paragraph
21 10 of your Self-affirmed Statement. In this
22 paragraph, you state that with respect to the
23 overlapping development plans in the southeast quarter
24 of Section 8, MRC controls 100 percent of the working
25 interest and Read & Stevens, which is a Permian

1 Resources affiliate, owns a 1.171875 percent interest;
2 correct?

3 MR. WOOTEN: Correct.

4 MS. HARDY: But you heard Mr. Curry's
5 testimony that Read & Stevens has executed Permian
6 Resource's superseding JOA; right?

7 MR. WOOTEN: Correct.

8 MS. HARDY: And that a majority of the
9 other parties to the 1964 JOA have also executed
10 Permian Resource's superseding JOA; correct?

11 MR. WOOTEN: Correct.

12 MS. HARDY: And when you consider the
13 interest of the parties who've executed Permian
14 Resource's superseding JOA, Permian Resources controls
15 a 25 percent contractual interest in the southeast
16 quarter of Section 8; correct?

17 MR. WOOTEN: I think that's a
18 roundabout way of getting to that number, but we, you
19 know, we can say yes.

20 MS. HARDY: Okay. And just to compare
21 apples to apples, if you're using that method, MRC
22 controls about a 26 percent contractual interest in
23 the southeast quarter of Section 8; right?

24 MR. WOOTEN: Well, if you're
25 calculating all the control, we would turn on and say

1 we have 100 percent.

2 MS. HARDY: Well, if you're looking at
3 the contractual interest that the parties who have
4 signed --

5 MR. WOOTEN: -- not -- not committed
6 interest, but contractual interests?

7 MS. HARDY: Yes.

8 MR. WOOTEN: Yes. Well, yeah. I --
9 I'm thinking -- I think I know where this numbers
10 speak from, but I -- I think that's how I get to the
11 24 percent, 25 percent.

12 MS. HARDY: Okay. And so if you use
13 that method in the same manner for MRC and Permian
14 Resources, the contractual interest control in the
15 southeast quarter of Section 8 is roughly equivalent;
16 right?

17 MR. WOOTEN: We have more interest, and
18 the parties signed up too. It's not -- not factoring
19 that in.

20 MS. HARDY: And so are you -- I'm
21 trying to figure out here if you disagree with Mr.
22 Curry's statement. And if so, what your reason is?

23 MR. WOOTEN: I'm just -- he's taking
24 the acreage that's not in this overlap, and he's
25 blending it in; correct? He's blending it into the

1 tract that is overlapped here with the 75 percent
2 claimed interest in the south half of Section 7 and
3 the southwest order of Section 8. And then he is just
4 blending that into the southeast order of seven and
5 eight.

6 MS. HARDY: Okay. And if you do that -
7 - this is my question. If you do that, the interest
8 percentages are as shown here on his Rebuttal Exhibit
9 A13; right?

10 MR. WOOTEN: I would need to calculate
11 it out to figure out exactly if that's how you get to
12 that number.

13 MS. HARDY: Okay. But if you --

14 MR. WOOTEN: But it looks --

15 MS. HARDY: Oh. Go ahead?

16 MR. WOOTEN: Go ahead.

17 MS. HARDY: Does it look -- if you're
18 using that method and you think you understand it,
19 does it look about right?

20 MR. WOOTEN: He's taking the -- the 75
21 percent of tract one and then adding it to tract two
22 and then dividing it by three. I think that's roughly
23 how -- how he came to that number.

24 MS. HARDY: Okay. And so again, if you
25 do that, the percentages would be as they're shown

1 here where MRC would have about 26 percent and Permian
2 Resources would have just under 25 percent?

3 MR. WOOTEN: Well, I think he's not
4 also -- he's also not accounting for the interest
5 that's not committed there as well; correct? Like,
6 that's -- that's if -- say everybody signed up under
7 that new JOA, that's how you come up with that number.
8 But that's not necessarily the case since only
9 probably 44 percent of that overlapping tract had
10 signed on a new JOA.

11 MS. HARDY: And if Mr. Curry was using
12 -- it's my understanding, this uses the parties who
13 have actually signed on to Permian Resource's JOA?

14 MR. WOOTEN: Then I think that number
15 is not correct; the 24 percent.

16 MS. HARDY: And why do you think it's
17 incorrect? Or what's your basis?

18 MR. WOOTEN: Okay. So this might be a
19 long explanation, but let's say that one tract
20 contributes -- tract two contributes 25 percent of
21 this entire contract area. He only had -- there's
22 only 44 percent of the parties signed up under that
23 new JOA.

24 Then you blend that 44 percent down across
25 the whole thing. And that's -- I don't think you can

1 get to the 25 percent that they're claiming. I'd need
2 a further explanation on how --

3 MS. HARDY: Okay. Okay. And so
4 without a further explanation, you don't know how to
5 make that determination?

6 MR. WOOTEN: Yeah. I guess yes. That
7 is correct.

8 MS. HARDY: Okay. Let me go back to
9 your Statement, and let's look at paragraph 12. You
10 stated here that MRC's preferred development would be
11 to drill U-turn wells with surface pads on eastern
12 boundary; correct?

13 MR. WOOTEN: Yes. With the situation
14 right now.

15 MS. HARDY: And you state that that is
16 a potential development plan; right?

17 MR. WOOTEN: Yes. With -- with a
18 potential plan right now in this planning phase.

19 MS. HARDY: And then that potential
20 plan is shown on your Exhibit A3; right? Make it
21 there; right?

22 MR. WOOTEN: Yes.

23 MS. HARDY: And then in paragraph 13 of
24 your Statement -- and I can go back to it if you'd
25 like. Here. So in that paragraph 13, you state that

1 if a surface location on the eastern boundary is
2 unavailable, MRC would develop with two laterals that
3 surface on the western boundary; correct?

4 MR. WOOTEN: Yes.

5 MS. HARDY: And that's also a potential
6 development plan; right?

7 MR. WOOTEN: Yes.

8 MS. HARDY: Okay. And that potential
9 plan is shown on your Exhibit A4; right?

10 MR. WOOTEN: Yes.

11 MS. HARDY: Okay. So that's the second
12 potential plan. And then Exhibit A3 is the first
13 potential plan; right?

14 MR. WOOTEN: Correct.

15 MS. HARDY: Okay. And you had stated
16 in your testimony here in paragraph 14 that MRC had
17 not discussed surface locations with the BLM as of the
18 time you filed your testimony; right?

19 MR. WOOTEN: Yes.

20 MS. HARDY: Okay. And you stated there
21 in paragraph 14 that your federal team planned to have
22 discussions with BLM once it gets closer to filing its
23 permits; right?

24 MR. WOOTEN: Yes. For this proposed --
25 for those two situations.

1 MS. HARDY: Okay. And your testimony
2 and exhibits don't describe any discussions that MRC
3 has had with the BLM regarding surface locations, do
4 they?

5 MR. WOOTEN: Not for this exact
6 project.

7 MS. HARDY: And for --

8 MR. WOOTEN: The --

9 MS. HARDY: What do you mean --

10 MR. WOOTEN: -- those two -- for those
11 two situations there on my -- on my exhibits. We
12 haven't had any discussion on those two. The U-turn
13 and then the two mile -- or the two -- two straight
14 wells. Sorry.

15 MS. HARDY: Okay. And in paragraph 14,
16 your Statement is not limited to those two development
17 options, is it?

18 MR. WOOTEN: I think it is. It is in
19 this project.

20 MS. HARDY: And so are you -- now it's
21 my understanding that you're testifying here today
22 that MRC has actually had discussions with BLM
23 regarding surface locations; is that correct?

24 MR. WOOTEN: There's been general
25 discussions in the past about the whole -- this whole

1 block. Very preliminary discussions, but nothing as
2 to these two concepts that are in my exhibits.

3 MS. HARDY: Okay. And those are the
4 two plans that MRC has proposed in this case; right?

5 MR. WOOTEN: Correct.

6 MS. HARDY: And so with respect to
7 those plans, MRC has not had conversations with the
8 BLM regarding surface locations?

9 MR. WOOTEN: That's correct. For the -
10 - for the two that are in this exhibit.

11 MS. HARDY: And Matador hasn't had
12 conversations with any other surface owners either,
13 has it?

14 MR. WOOTEN: I believe this would be
15 all BLM that -- or BLM surface.

16 MS. HARDY: And MRC hasn't proposed
17 surface facilities to the BLM for this project, has
18 it?

19 MR. WOOTEN: Not to my knowledge.
20 We're in the planning phases.

21 MS. HARDY: And just to be clear, I'm
22 talking about the Becky development in your JOA
23 acreage, so I just want to be sure that that's clear.
24 So you haven't proposed surface facilities to the BLM
25 for your Becky development; correct?

1 MR. WOOTEN: For the -- for these
2 iterations, no.

3 MS. HARDY: And what other iterations
4 are there that you haven't provided in this case?

5 MR. WOOTEN: I -- I'm not exactly sure
6 on what, you know, our Fed team has talked about in
7 developing all this stuff. I'm just more aware of
8 these.

9 MS. HARDY: And these are the plans
10 you've submitted here as competing with Permian
11 Resources; right?

12 MR. WOOTEN: Yes.

13 MS. HARDY: And MRC hasn't had an
14 onsite with the BLM regarding the Becky project, has
15 it?

16 MR. WOOTEN: Not to my knowledge.

17 MS. HARDY: MRC hasn't submitted APDs
18 to the BLM for the Becky wells has it?

19 MR. WOOTEN: To my knowledge, no.

20 MS. HARDY: MRC doesn't have surface
21 facilities in place in the vicinity for the Becky
22 project, does it?

23 MR. WOOTEN: To my knowledge, no.

24 MS. HARDY: MRC has not proposed its
25 Becky wells to the parties to the JOA, has it?

1 MR. WOOTEN: If we did, it would be
2 under a 30 day clock. We wouldn't want to do that
3 without discussing it too long.

4 MS. HARDY: Okay. And you haven't
5 provided any information in your testimony to show
6 that MRC has proposed the wells to the parties under
7 the JOA, have you?

8 MR. WOOTEN: Well, you would have --
9 you would have to go back that. It's -- it would be a
10 30 day hard deadline.

11 MS. HARDY: So is the answer "no"? I'm
12 just trying to get an answer to my question. I mean,
13 MRC has not proposed it's Becky wells to the interest
14 owners under the JOA has it?

15 MR. WOOTEN: No.

16 MS. HARDY: MRC recommends in this case
17 that Permian Resources drill 1.5 mile laterals from a
18 surface location to the west of its proposed Fiero
19 development; correct?

20 MR. WOOTEN: I don't think we ever
21 specifically stated that it needs to be on the west.

22 MS. HARDY: And MRC had requested that
23 Permian Resources flip its surface locations to drill
24 from the west, haven't it?

25 MR. WOOTEN: From my discussion, it

1 sounds like just explore the options there to see if
2 there was available surface or less.

3 MS. HARDY: And you've heard Permian
4 Resource's testimony today that it cannot do so due to
5 karst zones; correct?

6 MR. WOOTEN: In a limited portion, yes.

7 MS. HARDY: And based on surface
8 restrictions in the area that's not karsted; correct?

9 MR. WOOTEN: Can you repeat the
10 question?

11 MS. HARDY: Yes. So you've heard
12 Permian Resource's testimony today that it cannot
13 surface in the west really for two reasons. One is
14 due to karst zone, and then the other is due to
15 surface restrictions?

16 MR. WOOTEN: In their testimony, I
17 heard them say that. Yeah.

18 MS. HARDY: In paragraph 4 of your
19 Statement -- see, actually, I think I'm looking at
20 page 4. I meant to look at. Not paragraph 4. Yes.

21 So above paragraph 17 here in this heading,
22 you state that Permian's application may potentially
23 strand MRC's acreage in the south half of the
24 southwest quarter of Section 9; correct?

25 MR. WOOTEN: Correct.

1 MS. HARDY: And my question here is,
2 that may potentially strand. It's not definitive, is
3 it?

4 MR. WOOTEN: No.

5 MS. HARDY: Okay. And let's look at
6 your Exhibit A2. And this is a map of the competing
7 development plans that also shows Mewbourne's Shark
8 Week development to the east; correct?

9 MR. WOOTEN: Yes.

10 MS. HARDY: Okay. And here we see in
11 purple the unleased federal tract that we've been
12 talking about today; right?

13 MR. WOOTEN: Yes.

14 MS. HARDY: And MRC's current plans for
15 the Becky development, as you've shown them on
16 Exhibits A3 and A4, do not develop that unleased
17 federal tract, do they?

18 MR. WOOTEN: We're not able to drill
19 through on leased Fed tract to my knowledge.

20 MS. HARDY: So at this point, the
21 development plans do not include that tract; right?

22 MR. WOOTEN: Yes.

23 MS. HARDY: And if MRC were to pursue
24 its option one or option two developments as those are
25 set out in Exhibits A3 and A4 of your testimony, that

1 unleased BLM tract could be stranded; correct?

2 MR. WOOTEN: Yes. If it's developed in
3 that way. We -- we would -- we would try to get
4 joiner from that tract if it -- if it was ever leased,
5 to incorporate it in our lands.

6 MS. HARDY: But at this point, the
7 current plans that MRC's proposed would strand that
8 tract; right?

9 MR. WOOTEN: At this current time, with
10 the unleashed Fed tract, yes, it would.

11 MS. HARDY: And you haven't provided
12 any information in your testimony or exhibits to show
13 that the BLM will not lease that tract; correct?

14 MR. WOOTEN: Correct.

15 MS. HARDY: In fact, the BLM has leased
16 other lands within two miles during the past 12
17 months; correct?

18 MR. WOOTEN: Yes.

19 MS. HARDY: And some of those lands
20 were in Mewbourne's Shark Week development; right?

21 MR. WOOTEN: Yes. I believe it was
22 Section 12 of 2027.

23 MS. HARDY: So Permian Resources could
24 potentially lease that tract and develop it; right?

25 MR. WOOTEN: Permian Resources?

1 MS. HARDY: I'm sorry. MRC?

2 MR. WOOTEN: Yes.

3 MS. HARDY: Okay. Thank you.

4 MR. WOOTEN: If the BLM -- if the BLM
5 puts it up for sale, yeah.

6 MS. HARDY: And, in fact, that would
7 improve the economics of MRC's development plan under
8 option one or two, wouldn't it?

9 MR. WOOTEN: I'm not -- that's not my
10 area of expertise.

11 MS. HARDY: Well, doesn't extending a
12 lateral into acreage typically improve the economics?

13 MR. WOOTEN: Yeah. I -- I agree with
14 that point. And I guess --

15 MS. HARDY: And the northeast quarter
16 of the southeast quarter of Section 9 is leased;
17 correct?

18 MR. WOOTEN: The northeast quarter of
19 the southeast quarter of Section 9? Yes.

20 MS. HARDY: Okay. And you haven't
21 provided any reason in your testimony or exhibits to
22 show -- well, I guess, to explain why that acreage is
23 not being developed by MRC, have you?

24 MR. WOOTEN: No. We -- we plan on
25 reaching out to those parties and incorporating them

1 in the development plans.

2 MS. HARDY: But with respect to options
3 one and two that MRC proposes here today to the OCD,
4 that acreage would be stranded by those plans,
5 wouldn't it?

6 MR. WOOTEN: On the preliminary plans.
7 But we wouldn't want to strand the acreage. We'd want
8 to pick up everything that we could.

9 MS. HARDY: And let me go to paragraph
10 15 of your Statement here. And here you state that
11 MRC would be open to discussing inclusion of the
12 northeast quarter of the southeast quarter, and the
13 south half of the southwest -- southeast quarter of
14 Section 9 in your development; right?

15 MR. WOOTEN: Yes. We'd be, yeah,
16 interested in the east half of the southeast and the
17 southwest in the southeast.

18 MS. HARDY: But to date, MRC has not
19 had those discussions, has it?

20 MR. WOOTEN: We have not yet.

21 MS. HARDY: And MRC would need to have
22 a superseding JOA to include that acreage for
23 development, wouldn't it?

24 MR. WOOTEN: Or amend the current 1964
25 JOA to include those lands.

1 MS. HARDY: And that would require
2 agreements of all of the parties to the JOA; right?

3 MR. WOOTEN: Yes.

4 MS. HARDY: And Read & Stevens is a
5 successor party to the JOA; right?

6 MR. WOOTEN: Yes.

7 MS. HARDY: And Read & Stevens has
8 executed Permian Resource's superseding JOA, hasn't
9 it?

10 MR. WOOTEN: I'm sure they have. I
11 don't know if they've executed it internally or not
12 yet.

13 MS. HARDY: Let's talk about
14 development timing. The timing of MRC's potential
15 Becky development is not subject to lease expirations;
16 correct?

17 MR. WOOTEN: That is correct.

18 MS. HARDY: So MRC could wait to lease
19 the unleased tract we've been discussing in
20 development; right?

21 MR. WOOTEN: Yes.

22 MS. HARDY: And again, to date, MRC has
23 not submitted APDs or worked with the BLM to identify
24 surface locations for the Becky development; right?

25 MR. WOOTEN: For the ones in this case,

1 no.

2 MS. HARDY: And the ones in this case
3 are the only ones that OCD has before it; correct?

4 MR. WOOTEN: Yes.

5 MS. HARDY: And you've heard Permian
6 Resource's testimony that it must produce the Fiero
7 wells by June of 2026 to meet lease obligations;
8 correct?

9 MR. WOOTEN: Yes, I have.

10 MS. HARDY: So Permian Resources does
11 have time constraints with respect to its development;
12 right?

13 MR. WOOTEN: Yes. And they did develop
14 it at a mile and a half and hit that.

15 MS. HARDY: And you're assuming that
16 they could move their surface locations; right?

17 MR. WOOTEN: Yes.

18 MS. HARDY: And Permian Resources has
19 submitted APDs to the BLM; right?

20 MR. WOOTEN: I -- I believe so.

21 MS. HARDY: And worked with the BLM to
22 identify surface locations?

23 MR. WOOTEN: I'm -- I'm not sure if
24 they have or they haven't, but I believe they said
25 they did in their testimony earlier.

1 MS. HARDY: Yeah. And you heard Mr.
2 Curry's testimony that they approved -- the BLM worked
3 with Permian Resources and approved their proposed pad
4 location; correct?

5 MR. WOOTEN: I -- I wasn't aware that
6 it was approved. I thought he said it's --

7 MS. HARDY: Okay. But Permian
8 Resource's conducted onsite with the BLM for that well
9 pad location; right?

10 MR. WOOTEN: I believe that's what he
11 said.

12 MS. HARDY: And I think he said that it
13 had been preliminarily approved by the BLM. Did you
14 hear that testimony?

15 MR. WOOTEN: I believe I heard that as
16 well.

17 MS. HARDY: And you heard Mr. Curry's
18 testimony, didn't you, that Permian Resources had
19 submitted its plans for surface facilities to the BLM?

20 MR. WOOTEN: I believe so.

21 MS. HARDY: And if Permian Resources
22 was to move its surface locations onto other BLM
23 surface, it would require new approvals for the BLM;
24 right?

25 MR. WOOTEN: I'm not 100 percent sure

1 on that process.

2 MS. HARDY: Okay. So you don't know if
3 they would need to do a new NEPA analysis, do you know
4 that?

5 MR. WOOTEN: No, I'm not aware of that.

6 MS. HARDY: And do you have any idea
7 how long a new surface location process approval would
8 take with the BLM?

9 MR. WOOTEN: No. I'm not sure how long
10 it would take to just surface minerals.

11 MS. HARDY: Okay. It would cause
12 delay, wouldn't it?

13 MR. WOOTEN: I believe -- I believe it
14 would. Not sure how long of a delay.

15 MS. HARDY: And if Permian Resources is
16 unable to meet its lease obligations, it will lose its
17 Fiero leases; right?

18 MR. WOOTEN: I believe they could
19 negotiate with the -- the owner's get extension if
20 needed.

21 MS. HARDY: But you don't know what the
22 terms of the leases are and if that's possible, do
23 you?

24 MR. WOOTEN: No. We -- they could go -
25 - if -- if it expires, they would be able to lease it

1 again.

2 MS. HARDY: So if they're unable to
3 meet the obligations under their current leases
4 without an extension, they would lose the leases;
5 correct?

6 MR. WOOTEN: From my understanding,
7 they would lose their lease if they don't spud by June
8 of next year.

9 MS. HARDY: And Permian Resources would
10 not be able to develop its Fiero acreage under expired
11 leases, would it?

12 MR. WOOTEN: Correct. If they let them
13 expire.

14 MS. HARDY: Those are all of my
15 questions. Thank you.

16 THE HEARING EXAMINER: Let's see.
17 Before I go to Mr. Fordyce, I want to revisit the idea
18 of the court reporter for tomorrow. I want all
19 parties to have as much opportunity to present their
20 case before this Division.

21 And I wonder, Ms. Hardy, do you think
22 you'll have a similar cross-exam for the other two
23 witnesses as well?

24 MS. HARDY: No. I think they will be
25 shorter.

1 THE HEARING EXAMINER: You do think
2 they'll be shorter?

3 MS. HARDY: Yes.

4 THE HEARING EXAMINER: Okay. I really
5 want to make sure that we have a court reporter.

6 MS. HARDY: If Mr. Rankin's direct and
7 rebuttal questions for those witnesses are short, then
8 I mean, I don't think our cross-examinations are very
9 long. Probably wait ten minutes.

10 MR. RANKIN: I do think we can get this
11 done by five.

12 THE HEARING EXAMINER: You do?

13 MR. RANKIN: I do. This is a tip.
14 This is a more heavy on land than on geology.

15 THE HEARING EXAMINER: It is, yeah.

16 MR. RANKIN: So I don't think that
17 there's going to be too much more in the way of
18 geology.

19 THE HEARING EXAMINER: Yeah. I want
20 you to ask all the questions you want. I want you to
21 put on all the evidence you want.

22 MR. RANKIN: Yeah, I understand. I
23 appreciate it.

24 THE HEARING EXAMINER: But I just want
25 to be conscious of -- because we've canceled

1 tomorrow's court reporter, and, you know, we have a
2 time limit that we can get them back.

3 MR. RANKIN: Yeah.

4 THE HEARING EXAMINER: Okay. All
5 right. Okay. Very good. Then I'll just leave it as
6 it was.

7 So Mr. Fordyce, questions for
8 Mr. Wooten?

9 MR. FORDYCE: All of my questions have
10 already been asked.

11 THE HEARING EXAMINER: And then some
12 I'll bet.

13 All right. Any redirect?

14 MR. RANKIN: A few, Mr. Hearing
15 Examiner. I think I could steal the screen back from
16 you.

17 MS. HARDY: Oh.

18 MR. RANKIN: Whoops. I did the wrong
19 thing. Apologies. One second.

20 Okay. Mr. Wooten, just a couple
21 follow-up questions for you.

22 REDIRECT EXAMINATION

23 BY MR. RANKIN:

24 MR. RANKIN: During the course of your
25 cross-examination, do you recall Ms. Hardy asking you

1 about the parties that had executed Permian Resource's
2 competing JOA?

3 MR. WOOTEN: Yes.

4 MR. RANKIN: You haven't seen those
5 executed documents, have you?

6 MR. WOOTEN: I have not.

7 MR. RANKIN: And they weren't
8 introduced in testimony, were they?

9 MR. WOOTEN: They were not.

10 MR. RANKIN: And you haven't seen any
11 supporting letters from any of those parties
12 supporting Permian Resource's developed plan over
13 Matador's, have you?

14 MR. WOOTEN: No, I haven't.

15 MR. RANKIN: Those weren't introduced
16 to the testimony, were they?

17 MR. WOOTEN: No.

18 MR. RANKIN: You just know that
19 according to Permian Resources, 12 of the 19 parties
20 or successors in interest to the 1964 JOA have signed
21 now both, or are parties to both, Permian Resource's
22 competing JOA and the 1964 JOA that Matador operates;
23 correct?

24 MR. WOOTEN: Correct.

25 MR. RANKIN: Okay. Now, looking at the

1 same Exhibit A13, Ms. Hardy asked you some questions
2 about how you understood Mr. Curry calculated the
3 numbers; the interest percentages on the table that
4 I'm highlighting?

5 MR. WOOTEN: Yes.

6 MR. RANKIN: And it wasn't clear to you
7 exactly how he got those numbers; right?

8 MR. WOOTEN: Correct.

9 MR. RANKIN: But tell me if you can say
10 for sure that his calculations were not limited to the
11 leasehold interests in the southeast quarter of
12 Section 8?

13 MR. WOOTEN: Correct. It appears to be
14 brought in interest from the south half of Section 7
15 and the southwest -- or yeah. Southwest of Section 8
16 as well.

17 MR. RANKIN: Okay. Because if we
18 wanted to look at the ownership interests, the
19 leasehold interests in the southeast quarter of
20 Section 8, we could just look at Mr. Curry's Exhibit
21 A5 and look at tract two to identify what those
22 interests are; correct?

23 MR. WOOTEN: Correct. I would go over
24 that exhibit.

25 MR. RANKIN: No further questions.

1 THE HEARING EXAMINER: Redirect? I'm
2 sorry. Recross? Redirect?

3 MS. HARDY: No, thank you.

4 THE HEARING EXAMINER: Thank you.

5 May this witness be excused?

6 MR. RANKIN: Yes, Mr. Hearing Officer.

7 THE HEARING EXAMINER: Thank you,
8 Mr. Wooten.

9 Who are we calling next?

10 MR. RANKIN: Mr. Hearing Officer, we'll
11 call Mr. Andrew Parker, who's geology.

12 THE HEARING EXAMINER: Does this
13 witness have a plate to catch?

14 THE WITNESS: I -- I do not, but my
15 family here with me.

16 THE HEARING EXAMINER: Oh, okay. Good.
17 Well, that's why I'm asking question.

18 You don't want to call him next?

19 MR. RANKIN: I think we can go in
20 order.

21 THE HEARING EXAMINER: Okay. Very
22 good. Who's next?

23 MR. RANKIN: Mr. Andrew Parker.

24 THE HEARING EXAMINER: Mr. Parker?

25 THE WITNESS: Yes.

1 THE HEARING EXAMINER: Mr. Parker, I
2 remind you that you're under oath.

3 DIRECT EXAMINATION

4 BY MR. RANKIN:

5 MR. RANKIN: Mr. Parker, can you please
6 state your full name for the record?

7 MR. PARKER: Andrew Parker.

8 MR. RANKIN: By whom are you employed
9 and in what capacity?

10 MR. PARKER: MRC Energy as a Senior
11 Vice President of Geology.

12 MR. RANKIN: And have you previously
13 testified before The Division?

14 MR. PARKER: Yes.

15 MR. RANKIN: Have you had your
16 credentials as an expert in petroleum geology accepted
17 as a matter of record?

18 MR. PARKER: Yes.

19 MR. RANKIN: Have you conducted a
20 review and study of the geology in the subject acreage
21 in these competing cases?

22 MR. PARKER: Yes.

23 MR. RANKIN: Have you also reviewed
24 Permian Resources' exhibits and testimony with respect
25 to the geologic opinions that were offered?

1 MR. PARKER: Yes.

2 MR. RANKIN: Did you also review, in
3 particular, Permian Resource's third-party consultant
4 report on the electro survey for karst potential?

5 MR. PARKER: Yes.

6 MR. RANKIN: Since Mr. Parker's
7 testimony, written testimony -- Mr. Parker, before I
8 move on, you did prepare written testimony that is
9 marked as MRC Exhibit B; is that correct?

10 MR. PARKER: Yes.

11 MR. RANKIN: And attached to your
12 written testimony is Exhibits B1 through B4?

13 MR. PARKER: Yes.

14 MR. RANKIN: Any corrections or changes
15 or modifications that you'd like to make to your
16 written testimony or the exhibits that are attached?

17 MR. PARKER: I don't think so.

18 MR. RANKIN: Since those have already
19 been admitted to the record, Mr. Parker --

20 THE HEARING EXAMINER: Oh. Mr. Rankin,
21 we forgot.

22 MR. RANKIN: What?

23 THE HEARING EXAMINER: We did not admit
24 the rebuttal exhibits for your previous records.

25 MR. RANKIN: Okay. So thank you for

1 bringing that up. I did mean to -- if I hadn't, I
2 want to move the admission of MRC Rebuttal Exhibit
3 Number 1.

4 THE HEARING EXAMINER: Just that one
5 document?

6 MR. RANKIN: Just that one for right
7 now. We'll do the others through Mr. Parker.

8 THE HEARING EXAMINER: Ms. Hardy?

9 MS. HARDY: No objection.

10 THE HEARING EXAMINER: It's admitted by
11 stipulation.

12 MR. RANKIN: Thank you.

13 THE HEARING EXAMINER: So we have one
14 rebuttal exhibit so far admitted for Matador. And
15 that was Mr. Wooten's Exhibit C1?

16 MR. RANKIN: No. It's MRC Rebuttal 1.

17 THE HEARING EXAMINER: Just 1? Not C1?
18 Just 1?

19 MR. RANKIN: No. Just 1.

20 THE HEARING EXAMINER: So Rebuttal.
21 Exhibit 1 has been admitted into evidence.

22 THE REPORTER: I thought we had
23 admitted Rebuttal Exhibit 4 for this one?

24 THE HEARING EXAMINER: Who -- I didn't
25 hear that at all.

1 MR. RANKIN: Yeah. I think we did. We
2 did.

3 THE HEARING EXAMINER: Oh. That was
4 the one he entered during the --

5 MR. RANKIN: Yeah.

6 THE HEARING EXAMINER: That was over an
7 objection. I allowed it to come in since it was the
8 database map. Thank you for reminding me.

9 So we have one and four.

10 MR. RANKIN: One and four. Correct.

11 THE HEARING EXAMINER: Very good.

12 Thank you.

13 (MRC Rebuttal Exhibit 1 was received
14 into evidence.)

15 MR. RANKIN: We'll move the middle two
16 right now.

17 THE HEARING EXAMINER: Right.

18 MR. RANKIN: In a moment.

19 Mr. Parker, you did review Permian
20 Resource's testimony with respect to the potential for
21 karsting in their proposed Fiero development; correct?

22 MR. PARKER: Yes.

23 MR. RANKIN: And you reviewed the
24 third-party consultant's report identifying potential
25 karst features in the northwest quarter of the

1 southwest quarter of Section 7?

2 MR. PARKER: Yes.

3 MR. RANKIN: And based on your review,
4 and the data provided to Matador by Permian Resources,
5 did you prepare or have prepared in your direction
6 what's been marked as MRC Rebuttal Number 2?

7 MR. PARKER: Yes.

8 MR. RANKIN: And am I showing that on
9 the screen right now?

10 MR. PARKER: Yes.

11 MR. RANKIN: And just so the record's
12 clear, Permian Resources did provide the KMC files or
13 the electronic files for the karst survey that they
14 conducted in this acreage?

15 MR. PARKER: Yes.

16 MR. RANKIN: And that data is what was
17 used to create this exhibit; is that correct?

18 MR. PARKER: Yes.

19 MR. RANKIN: Okay. Now, just if you
20 would explain what this exhibit shows and what it
21 reflects about your opinion as the karst survey that
22 was presented by Permian Resources?

23 MR. PARKER: Yeah. It shows the -- the
24 east west, you know, lines with the blue dots. That's
25 the, you know, the physical survey points from the

1 resistivity survey. And the -- and then the red is,
2 you know, an -- an extrapolation of the karst features
3 from each individual line showing the -- an
4 interpreted sort of map of about -- features for --
5 for a -- in the sub-surface.

6 MR. RANKIN: Just to be clear, when you
7 say "interpolated" or -- basically, there's a -- you
8 got a reading of a potential void that's interpreted
9 as a void, and then it is correlated across between
10 the survey lines; is that correct?

11 MR. PARKER: Yeah, that's right. So
12 each, you know, each line is a -- is a two dimensional
13 image, and, you know, like, they take the karst
14 features from each image and then, you know, connect
15 the dots to -- to create the --

16 MR. RANKIN: Now, I'm going to pull up
17 MRC Rebuttal Exhibit 3 because this gives us more
18 context here. And I'm going to ask, did you oversee
19 or request the preparation of this MRC Rebuttal
20 Exhibit Number 3?

21 MR. PARKER: Yes.

22 MR. RANKIN: Just explain what this
23 shows and what the features of this exhibit are and
24 what they show?

25 MR. PARKER: I mean, the point of this

1 is it just shows that, you know, this course of being
2 the potential hazard, or at least the survey of that
3 potential hazard, represents a very small area of --
4 of this whole development area. So I mean, it doesn't
5 -- it doesn't fully characterize that -- that hazard
6 across the entire --

7 MR. RANKIN: And just so the record's
8 clear, the green line that's outlined here, what does
9 that represent?

10 MR. PARKER: That is the mile and a
11 half to go with area that Matador's proposed for
12 Fiero.

13 MR. RANKIN: And what's your
14 understanding of what the yellow polygon represents in
15 the southwest quarter of Section 9?

16 MR. PARKER: I believe that's the
17 proposed pad for -- for Permian's development from the
18 east.

19 MR. RANKIN: Just so I'm clear, based
20 on your analysis and review, the testimony provided by
21 Permian Resources stating that the west half of
22 Section 7 has been precluded or excluded due to karsts
23 features, what's your opinion about -- what's your
24 response to that statement?

25 MR. PARKER: I would just say that a --

1 that a small percentage of the area within that survey
2 is -- is potentially higher risk, but does not
3 characterize, you know, the -- the entire whole
4 western area of this belt. It doesn't -- it doesn't
5 characterize, you know, the -- they're proposing to
6 put a pad, you know, off lease for the Fiero
7 development from the east, you know. That they were
8 to do the same off lease, you know, over to the
9 adjacent section. But it doesn't characterize karst
10 risk there. It doesn't characterize karst -- karst
11 risk, you know, south.

12 I know we've talked some about other surface
13 issues down there, but it also doesn't address karst
14 risk, you know, by moving a pad, you know, slightly
15 east or south. It's a very small representation of
16 a --

17 MR. RANKIN: Just to be clear for the
18 record, what you're referring to, correct me if I'm
19 wrong, but what you're referring to, it doesn't
20 characterize the west half of the southeast quarter of
21 Section 8; correct?

22 MR. PARKER: Well, I -- I didn't
23 mention that part. But yea. Certainly, that's all --
24 it certainly does characterize that acre.

25 MR. RANKIN: Okay. And I think you

1 didn't characterize the east half of the southwest
2 quarter Section 8; correct?

3 MR. PARKER: No.

4 MR. RANKIN: And nor does it represent
5 or characterize the southwest quarter southwest
6 quarter of Section 7; right?

7 MR. PARKER: No.

8 MR. RANKIN: Okay. And were there
9 other tracts specifically that you were -- intended to
10 capture in your testimony?

11 MR. PARKER: Well, I -- I was just
12 proposing that, you know, if they were to go off east
13 to the west, it doesn't characterize that either.

14 MR. RANKIN: Over here in section 12
15 and the township to the west?

16 MR. PARKER: Yeah, that's right. And
17 it also -- it also doesn't characterize their -- their
18 proposed path for where they're trying to go in -- in
19 Section 9.

20 MR. RANKIN: Okay. Mr. Hearing
21 Officer, I would move at this time MRC Rebuttal
22 Exhibits 2 and 3 for the record.

23 THE HEARING EXAMINER: Ms. McLean?

24 MS. MCLEAN: No objection.

25 THE HEARING EXAMINER: Thank you.

1 These are all the rebuttal exhibits at this point.
2 All of every -- everyone's exhibits are now admitted
3 to evidence through stipulation, including the
4 rebuttal exhibits from Matador. Thank you.

5 (MRC Rebuttal Exhibit 2 and Exhibit 3
6 were received into evidence.)

7 THE HEARING EXAMINER: Does that finish
8 your direct examination of this witness?

9 MR. RANKIN: It does, Mr. Hearing
10 Officer. I will move, as I have, the exhibits for
11 acceptance of the record and then tender Mr. Parker
12 for cross-examination.

13 THE HEARING EXAMINER: Ms. McLean, are
14 you handling the cross-examination of this witness?

15 MS. MCLEAN: Yes, sir.

16 THE HEARING EXAMINER: Please proceed.

17 MS. MCLEAN: Thank you.

18 CROSS-EXAMINATION

19 BY MS. MCLEAN:

20 MS. MCLEAN: Good afternoon, Mr.
21 Parker.

22 MR. PARKER: Hi.

23 MS. MCLEAN: So you agree with Permian
24 Resources that a laydown orientation for this area is
25 preferable; correct?

1 MR. PARKER: Yes.

2 MS. MCLEAN: And your Exhibit B1 --
3 okay -- I'll take over.

4 Your Exhibit B1 shows two potential
5 development plans. One with a U-turn well and a
6 surface location in the eastern portion of the Becky
7 development; and then two, laydown wells with a
8 surface location in the west; correct?

9 MR. PARKER: Yes.

10 MS. MCLEAN: And you didn't propose a
11 half mile well development, did you?

12 MR. PARKER: No.

13 MS. MCLEAN: And you didn't look at a
14 half mile well development in any of your geologic
15 studies, did you?

16 MR. PARKER: No.

17 MS. MCLEAN: And your testimony doesn't
18 actually include any information about what you or MRC
19 has done to locate surface locations for the Becky
20 development, does it?

21 MR. PARKER: No.

22 MS. MCLEAN: And you don't know where
23 you put surface locations for that development; right?

24 MR. PARKER: Nope.

25 MS. MCLEAN: And both of your

1 development plans assume that the 40 acre BLM tract in
2 the southwest quarter southeast quarter of Section 9
3 remain unleased; correct?

4 MR. PARKER: Yes.

5 MS. MCLEAN: And you heard your landman
6 testify today that you don't actually intend to strand
7 that acreage because you've nominated that parcel for
8 lease; correct?

9 MR. PARKER: Yes.

10 MS. MCLEAN: So sitting here today,
11 these two development plans aren't really applicable
12 anymore; correct?

13 MR. PARKER: I mean, I -- I don't know
14 if I can answer that. I wouldn't say without.

15 MS. MCLEAN: Well, you just agreed that
16 MRC doesn't actually intend to strand that 40 acres of
17 BLM acreage; correct?

18 MR. PARKER: Yeah. We -- we don't
19 intend to strand any.

20 MS. MCLEAN: So these two development
21 plans are based on the assumption that that acreage is
22 being stranded; correct?

23 MR. PARKER: Yes.

24 MS. MCLEAN: So if you don't intend to
25 strand that acreage anymore, then these plans aren't

1 applicable, are they?

2 MR. PARKER: I -- yeah, I guess.

3 MS. MCLEAN: Thank you. And you spoke
4 a little bit in your direct about the karst in the
5 west half of Section 7; right?

6 MR. PARKER: Yes.

7 MS. MCLEAN: And you said that the
8 survey that you looked at doesn't talk about any risk
9 to the off lease to the west; correct? Of the
10 proposed PR development; is that correct?

11 I can't. Can you hear him?

12 THE HEARING EXAMINER: No.

13 THE WITNESS: I'm sorry. I said -- I
14 said "yes."

15 MS. MCLEAN: Okay. Great. So you
16 don't know if there is a karst risk to the west of the
17 Fiore development, do you?

18 MR. PARKER: Nope.

19 MS. MCLEAN: And you don't know whether
20 karsting trends worse to the west in this area, do
21 you?

22 MR. PARKER: No.

23 MS. MCLEAN: And you heard Permian
24 Resources' witnesses testify earlier that karsting was
25 just one of the factors about why there was no well

1 pad that could be had in the west half of Section 7;
2 correct?

3 MR. PARKER: Yes.

4 MS. MCLEAN: And moving the well pad
5 off lease to the west of Section 9, that would require
6 new BLM permits; correct?

7 MR. PARKER: I don't -- I don't know.

8 MS. MCLEAN: You don't know because you
9 haven't looked, or you don't know because that's not
10 within your purview?

11 MR. PARKER: Yeah. It's not within my
12 purview.

13 MS. MCLEAN: But you'd opine that they
14 could move the surface location even though that's not
15 within your purview?

16 MR. PARKER: I'm just saying
17 hypothetically that's something to look into.

18 MS. MCLEAN: But you don't know, based
19 on your geologic study of this Fiero proposed unit,
20 whether or not that's actually possible.

21 MR. PARKER: I mean, I wouldn't --
22 that's not part of the geologic study. That would be
23 the -- for the landman to figure out.

24 MS. MCLEAN: So you're just focused
25 here today on these two development plans in your

1 Exhibit B1, which are no longer applicable because MRC
2 does intend to develop that 48 acre BLM tract;
3 correct?

4 MR. PARKER: I mean, if, you know,
5 that's -- if that -- if that 40 acre BLM tract gets
6 leased, then we have an opportunity to incorporate.
7 But if that never happens, then, you know, then I --
8 then I can't answer.

9 MS. MCLEAN: And then the karsting,
10 which is only one of the many factors for why Permian
11 Resources can't place a well pad in the west half west
12 half of Section 7; correct?

13 MR. PARKER: I -- I didn't understand
14 the -- the question in there.

15 MS. MCLEAN: Well, that your opinion
16 today is just one of those two opinions is the
17 karsting, which is only one of the many reasons why
18 Permian Resources can't place a well pad in the west
19 half west half of Section 7; correct?

20 MR. PARKER: I understand that that's
21 one of the problems with that area.

22 MS. MCLEAN: You don't understand that
23 that's one of the problems?

24 MR. PARKER: I said I do -- I do
25 understand that that's one -- one of the issues in

1 that area.

2 MS. MCLEAN: Okay. Thank you. And you
3 agree that it's important to take karsting into
4 account because of potential safety concerns; correct?

5 MR. PARKER: Yeah. I understand that
6 it's risk, but it needs to be -- it needs to be
7 properly characterized across, you know, across more
8 of the footprint that's being considered for
9 development.

10 MS. MCLEAN: But you heard Permian
11 Resources testify that they only did the karst survey
12 on this particular area because they had already ruled
13 out that south half of the west half of Section 7 as a
14 potential well pad location; correct?

15 MR. PARKER: Yes.

16 MS. MCLEAN: So would it be needed or
17 prudent to do a karst survey across that entire area
18 even if you'd already rolled out that you couldn't
19 place a well pad there?

20 MR. PARKER: I mean, you'd want to do
21 it anywhere in this high risk area that -- that you
22 were considering for that.

23 MS. MCLEAN: So in the north half of
24 the west half of Section 7, they were only considering
25 -- or the west half west half of Section 7, Permian

1 Resources testified, and you heard, correct, that that
2 was the only area that they were considering for a
3 potential well pad; correct?

4 MR. PARKER: Yes.

5 MS. MCLEAN: So that's the only area
6 that they did the karst survey; correct? And you
7 wouldn't need to do it to the rest of that area if you
8 weren't considering putting the facilities there,
9 would you?

10 MR. PARKER: No. Not -- not if you're
11 not considering it.

12 MS. MCLEAN: Thank you. No more
13 questions

14 THE HEARING EXAMINER: Mr. Fordyce?

15 MR. FORDYCE: I have no further
16 questions for this witness.

17 THE HEARING EXAMINER: Any redirect?

18 MR. RANKIN: Just a short couple
19 questions, I think, Mr. Hearing Officer.

20 REDIRECT EXAMINATION

21 BY MR. RANKIN:

22 MR. RANKIN: Mr. Parker, Ms. McLean was
23 asking you questions about whether the proposed
24 development plan that's on the screen that Matador has
25 put forward is no longer applicable. Do you recall

1 those questions?

2 MR. PARKER: Yes.

3 MR. RANKIN: But that's based on the
4 assumption that the federal lease that's been
5 nominated would actually be up for lease; correct?

6 MR. PARKER: Right.

7 MR. RANKIN: And that's not the case as
8 we sit here today, is it?

9 MR. PARKER: Yeah.

10 MR. RANKIN: No further questions,
11 Mr. Hearing Examiner.

12 THE HEARING EXAMINER: Any recross on
13 that?

14 MS. MCLEAN: No.

15 THE HEARING EXAMINER: Thank you.
16 May this witness be excused?

17 MR. RANKIN: You may.

18 THE HEARING EXAMINER: Thank You.
19 Would you like to call your last
20 witness?

21 MR. RANKIN: I would, Mr. Hearing
22 Officer. Mr. Tanner Schulz.

23 THE HEARING EXAMINER: I remind you
24 you're still under oath?

25 THE WITNESS: Yes, sir.

1 THE HEARING EXAMINER: Okay.

2 DIRECT EXAMINATION

3 BY MR. RANKIN:

4 MR. RANKIN: Mr. Schulz, will you
5 please state your full name for the record?

6 MR. SCHULZ: Yes. Tanner Schulz.

7 MR. RANKIN: Would you spell your last
8 name for the benefit of the court reporter?

9 MR. SCHULZ: Yes. S-C-H-U-L-Z.

10 MR. RANKIN: By whom are you employed
11 and what capacity?

12 MR. SCHULZ: Matador Resources. My
13 title is Vice President of Reservoir Engineering in
14 the reserves team.

15 MR. RANKIN: Mr. Schulz, have you
16 previously testified before The Division?

17 MR. SCHULZ: Yes.

18 MR. RANKIN: Have you had your
19 credentials as an expert in Reservoir Engineering
20 accepted as a matter of record?

21 MR. SCHULZ: Yes, sir.

22 MR. RANKIN: Did you also prepare, for
23 the purposes of this hearing, a Self-affirmed
24 Statement?

25 MR. SCHULZ: Yes.

1 MR. RANKIN: Was it marked as Exhibit
2 C?

3 MR. SCHULZ: Yes.

4 MR. RANKIN: And you conducted an
5 analysis of Matador's proposed development?

6 MR. SCHULZ: Yes.

7 MR. RANKIN: And did you also attach to
8 your Self-affirmed Statement Exhibit C1 through C3,
9 identifying and outlining your analysis?

10 MR. SCHULZ: Yes.

11 MR. RANKIN: Any changes,
12 modifications, or clarifications you'd like to make to
13 either your Self-affirmed Statement or the exhibits
14 that you've prepared?

15 MR. SCHULZ: No, sir.

16 MR. RANKIN: Already been admitted,
17 Mr. Hearing Officer. So I'll move on to just a couple
18 questions for rebuttal purposes.

19 Mr. Tanner, have you reviewed, and have
20 you been present for Permian Resource's testimony
21 today?

22 MR. SCHULZ: Yes, I have.

23 MR. RANKIN: And have you heard their
24 discussions about the potential for Matador's
25 development plan to strand 120 acres potentially in

1 the southeast quarter of Section 9?

2 MR. SCHULZ: Yes. I've heard that.

3 MR. RANKIN: And based on your
4 understanding, Mr. Schulz, your analysis was based on
5 what acreage was available to Matador Research at this
6 time. Is that your understanding?

7 MR. SCHULZ: That's correct. Just
8 looking at our current footprint and how we would plan
9 to develop it under that scenario.

10 MR. RANKIN: And you wouldn't disagree
11 that if and when that 40-acre tract from the unleased
12 federal acreage were to become available or leased,
13 that it would be prudent to include that tract along
14 with the other 80 acres in the southeast quarter of
15 Section 9 in Matador's proposed development?

16 MR. SCHULZ: Yes. I believe that would
17 be prudent.

18 MR. RANKIN: Okay. And the reason you
19 didn't include that in your analysis was because of
20 that unleased acreage on the federal tract; correct?

21 MR. SCHULZ: Correct.

22 MR. RANKIN: I believe that's probably
23 all I want to ask at this moment, and I'll save
24 anything for potentially for redirect depending on
25 Ms. Hardy's questions.

1 So I'll pass Mr. Schulz for questioning
2 by opposing counsel.

3 THE HEARING EXAMINER: Ms. McLean?

4 MS. MCLEAN: Yes. Thank you.

5 CROSS-EXAMINATION

6 BY MS. MCLEAN:

7 MS. MCLEAN: I'm going to show your
8 Exhibit C1.

9 MR. SCHULZ: Okay.

10 MS. MCLEAN: All right. So your
11 Exhibit C1 shows that unleased federal tract that
12 would be stranded by MRC's proposed Becky development
13 that it submitted, you know, last week for exhibits;
14 correct?

15 MR. SCHULZ: Correct.

16 MS. MCLEAN: And then you heard your
17 landman testify today that MRC has actually nominated
18 that tract within the past week, and so that 40-acre
19 tract in the southwest quarter of southeast quarter of
20 Section 9 could potentially be in play; correct?

21 MR. SCHULZ: Assuming it's nominated,
22 or assuming the nomination goes through, not sure how
23 that process works in practice, but that it goes
24 through and then it's leased and then can be force
25 pooled. Correct.

1 MS. MCLEAN: So assuming MRC leases
2 that tract and it's included within its development,
3 that would help the economics of this Becky
4 development, wouldn't it?

5 MR. SCHULZ: Yes.

6 MS. MCLEAN: And you assume in your
7 testimony that MRC can't locate drilling pads on the
8 eastern portion of the Becky project; correct?

9 MR. SCHULZ: Correct.

10 MS. MCLEAN: And what if that 40-acre
11 tract is leased, do you know if you'd be able to have
12 any drilling pads in that eastern portion of the Becky
13 unit if you included that?

14 MR. SCHULZ: If the federal tract was
15 leased?

16 MS. MCLEAN: Correct?

17 MR. SCHULZ: I -- I don't know.

18 MS. MCLEAN: And you don't know because
19 you haven't had discussions or MRC hasn't had
20 discussions with the BLM; correct?

21 MR. RANKIN: Objection. That
22 mischaracterizes prior testimony from Mr. Wooten.

23 THE WITNESS: Ms. McLean?

24 MS. MCLEAN: That's right. He did
25 testify that not regarding this Becky -- the actual

1 proposed Becky unit that you have submitted today.
2 The hypothetical Becky unit; right? That there's been
3 no discussions?

4 THE HEARING EXAMINER: Hold on a
5 second. There was an objection. I came to you to ask
6 what is your response?

7 MS. MCLEAN: I'm sorry. I was going to
8 rephrase.

9 THE HEARING EXAMINER: Oh, you are?
10 Okay.

11 So sustained.

12 MS. MCLEAN: Yes. I'm going to
13 rephrase it.

14 THE HEARING EXAMINER: Go right ahead.

15 MS. MCLEAN: So the hypothetical Becky
16 unit that you have submitted with your exhibits, there
17 was no discussions with the BLM about locating pads on
18 the eastern portion of that project; correct?

19 MR. SCHULZ: Not to my knowledge.

20 MS. MCLEAN: And so that's why you made
21 that assumption?

22 MR. SCHULZ: Correct.

23 MS. MCLEAN: And you haven't provided
24 any information to show that drilling pads can't be
25 located within this Exhibit C1; is that correct?

1 MR. SCHULZ: Surface locations are out
2 of my purview, so I'm leaning on the testimony of my -
3 - of my --

4 MS. MCLEAN: But you didn't provide any
5 testimony about why they couldn't be located there; is
6 that correct?

7 MR. SCHULZ: Correct. I did not.

8 MS. MCLEAN: And you didn't do any
9 economic analysis for spacing unit that includes Mr.
10 Parker, your geologist, to proposals for Becky
11 development?

12 MR. SCHULZ: Assuming that we were able
13 to do it with the half -- described east half of
14 Section 8, so to say, correct. I didn't do any
15 economic analysis over that.

16 MS. MCLEAN: And you didn't do any
17 economic analysis for the two Becky developments
18 proposed by your landman, did you?

19 MR. SCHULZ: Those are the same.
20 Correct.

21 MS. MCLEAN: That's correct?

22 MR. SCHULZ: Yes. Yes.

23 MS. MCLEAN: Yeah. So you didn't look
24 at either the landman or the geologist, which are the
25 same proposals for the Becky development, did you?

1 MR. SCHULZ: Did I run economics on it?
2 MS. MCLEAN: Correct?
3 MR. SCHULZ: No.
4 MS. MCLEAN: You did your own third
5 proposal, which would exclude the 80-acre block that's
6 highlighted in red of your Exhibit C1; correct?
7 MR. SCHULZ: Correct.
8 MS. MCLEAN: And your testimony doesn't
9 provide any discussion of water, gas, or oil takeaway
10 for the Becky development, does it?
11 MR. SCHULZ: It does not.
12 MS. MCLEAN: No more questions.
13 THE HEARING EXAMINER: Thank you.
14 Mr. Fordyce?
15 MR. FORDYCE: I have no questions for
16 this witness.
17 THE HEARING EXAMINER: Any redirect,
18 Mr. Rankin?
19 MR. RANKIN: No. I can't think of any,
20 Mr. Hearing Officer. So I think --
21 THE HEARING EXAMINER: May this witness
22 be excused?
23 MR. RANKIN: Yes.
24 THE HEARING EXAMINER: Fantastic. Does
25 this conclude your Case in Chief?

1 MR. RANKIN: It does, Mr. Hearing
2 Officer.

3 THE HEARING EXAMINER: All right. I
4 would benefit from a five-minute verbal closing now
5 that all the evidence is in just on the fly. You
6 don't have to make notes. This is for me and the
7 Technical Examiner to hear. Just give us your top
8 three, top five, strongest points on why we should
9 either approve the application or, from your
10 perspective, deny the application.

11 Who wants to go first?

12 Ms. Hardy?

13 MS. HARDY: Well, can I have, like, two
14 minutes?

15 THE HEARING EXAMINER: You sure can.

16 MS. HARDY: Okay. Or maybe five
17 minutes would be great.

18 THE HEARING EXAMINER: Five minutes is
19 fine.

20 MS. HARDY: We are way ahead of
21 schedule. Thank you.

22 THE HEARING EXAMINER: Five minutes is
23 fine.

24 MS. HARDY: Okay.

25 (Off the record.)

1 THE HEARING EXAMINER: Ms. Hardy, did
2 you see Ms. Tschantz outside?

3 MS. HARDY: She went up the stairs.

4 THE HEARING EXAMINER: Up the stairs?

5 MS. HARDY: Yeah.

6 THE HEARING EXAMINER: I wonder if
7 we're still recording? If we are, we can -- yes, we
8 are recording. Okay.

9 We're on with you, Ms. Hardy.

10 MS. HARDY: Thank you, Mr. Examiner.

11 Permian Resource's applications as
12 proposed in this case and supported by their exhibits
13 and testimony here today best prevents waste and best
14 protects correlative rights.

15 Permian Resources worked extensively to
16 identify alternative surface locations, and wasn't
17 able to do so. Based on our testimony, as we've
18 shown, we can't surface on the west due to karsting
19 and other surface restrictions. And moving the
20 surface locations in the east is not viable into
21 Section 8 either.

22 Regarding the JOA, so the plan we have
23 submitted is the only plan that will allow Permian
24 Resources to develop its acreage and not lose its
25 leases. The Division precedent regarding --

1 THE HEARING EXAMINER: Sorry,
2 Ms. Hardy.

3 MS. HARDY: MRC's only argument here
4 really is that it has a 1964 JOA that includes its
5 proposed Becky development. And Division precedent is
6 very clear that JOAs do not preclude pooling. It's
7 common that acreage and JOAs is pooled, and so that
8 fact does not require denial of Permian Resources'
9 applications.

10 Rather, The Division would need to look
11 at all of the competing aspects of the two development
12 plans, which include surface facilities, ownership
13 interests, midstream capability, preparedness to
14 drill, and Permian Resources has demonstrated that all
15 of those factors weigh in its favor.

16 Here, MRC only has hypothetical plans.
17 They've admitted that their plans are not definitive
18 or established. They may strand acreage; they may not
19 strand acreage. The only proposals before The
20 Division would strand acreage that MRC has proposed.
21 It's all very hypothetical and up in the air for them.

22 And that's not true of Permian
23 Resources. Permian Resources has concrete plans.
24 They have submitted their APDs, they have proposed the
25 wells, unlike MRC, they have worked with the BLM.

1 They've had their onsite, they've developed surface
2 facility proposals. The BLM has given preliminary
3 approval of their surface location. They have
4 midstream surfaces in place off takers for water, oil,
5 and gas.

6 MRC does not have any of that in place.
7 Their testimony does not identify any such thing, and
8 that's consistent with the fact that their Becky
9 development, at this point, is completely
10 hypothetical. MRC has tried to focus almost entirely
11 on the acreage in the southeast quarter of Section 8.

12 But that is not the issue here. The
13 issue is the whole development. And Permian
14 Resource's entire development best prevents waste,
15 protects correlative rights, they're ready to develop
16 it for the benefit of all of the interest owners, not
17 just themselves, and also for the BLM as the royalty
18 interest owner.

19 So that's not true of MRC's
20 development. It's all just up in the air potential.
21 That's what they're talking about. If Permian
22 Resources' applications are denied, it would lose its
23 leases and lose its right to develop, but MRC could
24 still develop its acreage.

25 If Permian Resources loses its leases,

1 that results in waste due to the inability to develop.
2 So what we've proposed here is the best plan and the
3 plan that best protects correlative rights and
4 prevents waste for the acreage, and it also does allow
5 MRC to develop its acreage in a prudent manner should
6 it choose to do so.

7 So Permian's applications should be
8 granted.

9 THE HEARING EXAMINER: Thank you,
10 Ms. Hardy.

11 Who's doing the closing? Mr. Rankin?

12 MR. RANKIN: That'll be me. Thank you,
13 Mr. Hearing Officer.

14 Mr. Hearing Officer, Division, we're
15 here today in this contest admittedly because Permian
16 Resources is at a different place in its development
17 than Matador. But that does not indicate that Permian
18 Resources should be or ought to be the prevailing
19 party in this instance.

20 The simple matter of the fact is that
21 Matador's here in order to protect its correlative
22 rights and the acreage in the southeast quarter of
23 Section 8. We're the clear majority interest owner on
24 a leasehold basis and as a working interest basis,
25 looking at the working interest control, solely with

1 respect to the southeast quarter of Section 8, which
2 is how The Division analyzes overlapping competing
3 development plans.

4 It looks at the overlapping acreage to
5 determine in terms of working interest control, who
6 owns or controls the majority of the interest in that
7 specific tract. And here, that is Matador as opposed
8 to Permian.

9 Matador has a largely sole interest in
10 the southeast quarter Section 8, larger than Permian
11 Resources, and it has 100 percent of the working
12 interests committed under its existing JOA under which
13 it has the right to go out and drill wells under its
14 Becky development project as we sit here today.

15 Permian holds about 1 percent of the
16 leasehold interest in the southeast quarter of Section
17 8. So even if you take into consideration all the
18 leasehold interests that Permian has indicated have
19 signed on to their competing JOA, Matador still has a
20 greater working interest and greater working interest
21 control in the southeast quarter of Section 8 than
22 Permian.

23 So in under The Division's analysis and
24 competing development plan factors, in order to best
25 protect correlative rights for both parties, Permian's

1 plan should be denied. They should be allowed to
2 develop their acreage on a one half mile acreage basis
3 that would allow them to protect their existing leases
4 and allow Matador the opportunity to develop its own
5 acreage under its 1964 JOA.

6 A lot has been made about the fact that
7 there are 120 acres that are not currently included in
8 Matador's development plan in the southeast quarter of
9 nine. Those acres were not included because of the
10 fact of the unleased federal tract.

11 That condition exists no matter whether
12 Permian wins or loses or drills a one and a half mile
13 well, or two mile wells. The fact of the condition or
14 status of that acreage exists no matter what, and that
15 acreage needs to be addressed one way or the other
16 without respect to whether Permian does a two mile
17 well or one and a half mile well.

18 And as you heard today, Matador has
19 every intention of developing that acreage, and has
20 already moved to nominate that acreage in order to
21 include it, potentially, in the future in its
22 development plan. So that acreage will not be
23 stranded.

24 Now, but the issue, and the
25 determinative issue here, is really what is happening

1 with the southeast quarter of Section 8. Permian has
2 argued that if they are not permitted to develop their
3 acreage and they lose their leases, waste will occur.
4 Well, there will be no such thing. There will be no
5 waste.

6 Those resources are not going anywhere.
7 There'll be on the ground, and Permian can renew its
8 lease, extended lease, or issue new leases if their
9 existing leases are terminated. But there won't be
10 waste because that acreage is not going anywhere, nor
11 are the minerals going anywhere, so there will be no
12 waste.

13 So based on the competing development
14 plans, Mr. Hearing Officer, and based on the factors
15 that The Division considers, The Division should focus
16 on the overlapping acreage in the southeast quarter of
17 Section 8. And based on that overlapping acreage,
18 make a determination based on who has the greater
19 working interest control.

20 And the fact that under the statutes,
21 Matador has a development plan. All the working
22 interests have committed to that JOA, which authorizes
23 Matador to develop its acreage in that acreage. And
24 unless there is demonstrated waste, that plan should
25 be allowed to go forward.

1 So based on that and the factors as I
2 alluded to about the working interest control in the
3 southeast quarter of Section 8, Matador should be
4 allowed the opportunity to develop its own acreage in
5 which it is the operator.

6 THE HEARING EXAMINER: Thank you,
7 Mr. Rankin.

8 Okay. That concludes today's hearing.

9 Mr. Fordyce, do you need anything else
10 from the parties?

11 MR. FORDYCE: I do not, Mr. Hearing
12 Examiner.

13 THE HEARING EXAMINER: Mr. Rankin, I
14 don't believe you have -- I don't remember if you have
15 amended exhibits. Will you have those?

16 MR. RANKIN: No. I don't think there
17 are any of the -- nothing required amendment. But
18 what I do need to do is submit a copy of Matador's
19 Rebuttal Exhibit Number 4.

20 THE HEARING EXAMINER: Okay. And when
21 can you do that? By the end of the week?

22 MR. RANKIN: I aim to do that by
23 tomorrow.

24 THE HEARING EXAMINER: By tomorrow.
25 Okay. We'll leave the record open until the end of

1 the week for both Permian and Matador to submit the
2 documents that we've discussed today during the
3 hearing.

4 I want to thank both parties,
5 especially for the closing argument. I think that
6 helped clarify for me the central issues of this case.
7 We're off the record.

8 MS. HARDY: Mr. Examiner, I had one
9 question.

10 THE HEARING EXAMINER: Oops. We're
11 back on the record.

12 MS. HARDY: Quickly. Based on the
13 discussion and the reliance on the JOA, I would
14 propose to submit a legal brief on that issue if that
15 would be helpful?

16 THE HEARING EXAMINER: Let me ask
17 Mr. Fordyce, because his technical team, that will be
18 actually dealing with these issues.

19 Mr. Fordyce?

20 And I haven't come to you, Mr. Rankin,
21 yet. Let me see if it's going to be helpful first
22 before I ask your opinion.

23 Mr. Fordyce, Permian's counsel is
24 offering to submit a legal brief on the JOA issue.
25 Would that be helpful to The Division?

1 MR. FORDYCE: Yes, if it was brief.

2 THE HEARING EXAMINER: That's good,
3 Mr. Fordyce.

4 Mr. Rankin, what's your position?

5 MR. RANKIN: Based on The Division's
6 statement that it would be helpful if it's brief, then
7 I think I'll be inclined to provide that assistance.

8 THE HEARING EXAMINER: Perfect.

9 I think Ms. Hardy, during your closing,
10 you said that there was precedent, if I'm not
11 mistaken. I was actually sitting here wondering what
12 the precedent was, and I guess you're going to outline
13 that in your brief?

14 MS. HARDY: Yes, I would like to do
15 that.

16 THE HEARING EXAMINER: That sounds
17 wonderful. So let's do this. So let's discuss some
18 sort of a schedule, a briefing schedule, to give
19 Mr. Rankin an opportunity to --

20 So is it going to be of the type that
21 you will file something with Mr. Rankin, and then he
22 will have an opportunity to review it, and then you'll
23 both file your briefs at the same time? Is that how
24 you anticipate doing this?

25 MS. HARDY: That's what I would think.

1 I mean, simultaneous briefing and then simultaneous
2 responses. Unless, I mean --

3 MR. RANKIN: Yea,. We could do it that
4 way. That's fine. I have a lot of other things to
5 do. So yeah. I'm happy to do it that way. I think I
6 see it as a very, very straightforward issue. And I
7 don't think that our position is that JOA precludes
8 force pooling. That's not our position at all. But
9 so I'm happy to provide a brief outline of the legal
10 arguments that we're making in response.

11 So I think a simultaneous brief in
12 chief and responses make sense. I guess we don't need
13 to do a reply brief then?

14 THE HEARING EXAMINER: No.

15 MR. RANKIN: Just a simultaneous brief
16 in chief and response?

17 THE HEARING EXAMINER: And let's set a
18 very tight page limit. Let me start with you since
19 you're very busy, Mr. Rankin. How many pages do you
20 propose in your brief in chief and your response?

21 MR. RANKIN: I think I would keep it to
22 ten on the brief in chief and five on the response.

23 THE HEARING EXAMINER: I was hoping for
24 less. And I know Mr. Fordyce wants less as well.

25 MR. RANKIN: Yeah.

1 THE HEARING EXAMINER: So how about we
2 say five? Five page limits, not including your
3 certificate of service or even your cover page,
4 whatever you want to call it, the caption. Let's say
5 five pages for brief in chief and three for response.
6 Will that work for you, Mr. Rankin?

7 MR. RANKIN: It will.

8 THE HEARING EXAMINER: Excellent.

9 Ms. Hardy?

10 MS. HARDY: That's fine.

11 THE HEARING EXAMINER: That works?

12 And Mr. Fordyce, does that work for
13 you?

14 MR. FORDYCE: Yes. That's fine. Thank
15 you.

16 THE HEARING EXAMINER: Good. Is there
17 a time frame, Mr. Fordyce? I mean, I'd like to give
18 Mr. Rankin some room because I know he has other stuff
19 going on with the Goodnight Empire [ph] case. When
20 would you like this briefing to wrap up to benefit
21 you?

22 MR. FORDYCE: Propose maybe the next
23 two weeks.

24 THE HEARING EXAMINER: If it was three
25 weeks, would that be a problem for you?

1 MR. FORDYCE: Three weeks would be fine
2 too.

3 THE HEARING EXAMINER: Would be okay?
4 That just gives everyone a little bit more breathing
5 room. So why don't we do this? Why don't we say two
6 weeks for the brief in chief, and one week for the
7 response. Does that work for the parties?

8 MR. RANKIN: Yeah.

9 THE HEARING EXAMINER: Yeah?

10 MS. HARDY: Yes.

11 THE HEARING EXAMINER: I know you have
12 deadlines right about that as well, but it's -- yeah.
13 Okay. Whatever. Maybe Ms. Vance can help you.

14 All right. So two weeks from today, a
15 brief in chief from both parties, five page limit.
16 Three weeks from today's date, a response from both
17 parties, a three page limit.

18 MS. HARDY: And so the June 10th would
19 be the deadline for the brief in chief; right?

20 THE HEARING EXAMINER: Perfect. June
21 10. Perfect. Okay. And then the 17th?

22 MS. HARDY: Yes.

23 THE HEARING EXAMINER: Perfect.
24 Is that acceptable, Mr. Rankin?

25 MR. RANKIN: I trust Ms. Hardy. I

1 haven't looked at the calendar, but I trust that
2 calculation.

3 THE HEARING EXAMINER: Well, I know
4 she's right because I have something going on that
5 day, so I know it's two weeks from today.

6 MR. RANKIN: Okay.

7 THE HEARING EXAMINER: All right.
8 Anything else Ms. Hady?

9 MS. HARDY: No. Thank you.

10 THE HEARING EXAMINER: Thank you.
11 We're off the record.

12 (Whereupon, at 4:13 p.m., the
13 proceeding was concluded.)
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CERTIFICATE

I, JAMES COGSWELL, the officer before whom
the foregoing proceedings were taken, do hereby
certify that any witness(es) in the foregoing
proceedings, prior to testifying, were duly sworn;
that the proceedings were recorded by me and
thereafter reduced to typewriting by a qualified
transcriptionist; that said digital audio recording of
said proceedings are a true and accurate record to the
best of my knowledge, skills, and ability; that I am
neither counsel for, related to, nor employed by any
of the parties to the action in which this was taken;
and, further, that I am not a relative or employee of
any counsel or attorney employed by the parties
hereto, nor financially or otherwise interested in the
outcome of this action.



JAMES COGSWELL

Notary Public in and for the
State of New Mexico

CERTIFICATE OF TRANSCRIBER

I, LOUISE CROSSAN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



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