

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

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

**CASE NO. 13286
ORDER NO. R-12175**

**APPLICATION OF DEVON ENERGY PRODUCTION COMPANY, L.P. FOR
COMPULSORY POOLING, LEA COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on June 24, 2004, at Santa Fe, New Mexico, before Examiner David R. Catanach.

NOW, on this 22nd day of July, 2004, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT;

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

(2) The applicant, Devon Energy Production Company, L.P. ("Applicant"), seeks an order pooling all uncommitted mineral interests from the base of the Morrow formation to the base of the Devonian formation underlying the E/2 of Section 15, Township 23 South, Range 34 East, NMPM, Lea County, New Mexico, to form a standard 320-acre spacing and proration unit for any formations **and/or** pools spaced on 320 acres within this vertical extent.

(3) The above-described unit ("the Unit") is to be dedicated to the applicant's Mad Dog "15" Federal Com Well No. 1 which is to be directionally drilled from a surface location 660 feet from the South and East lines (Unit P) of Section 15 to a standard botthomhole location 990 feet from the South line and 1080 feet from the East line (Unit P) of Section 15. According to the applicant's testimony, the proposed directional drilling is necessitated by the presence of a **ConocoPhillips** Company gas plant and numerous high pressure natural gas lines.

(4) Viersen Oil and Gas Company appeared at the hearing but presented no evidence or testimony.

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

(6) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill its Mad Dog "15" Federal Com Well No. 1 to a common source of supply at a standard gas well location within the SE/4 SE/4 of Section 15.

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

(8) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.

(9) The applicant should be designated the operator of the subject well and of the Unit.

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

(11) According to the evidence presented, there is a title dispute affecting the working interest in the SE/4 of Section 15 whereby Wynn-Crosby 1998, Ltd. claims 100% and Viersen Oil and Gas Company claims 50%. This disputed interest amounts to 25% of the interest within the proposed 320-acre gas spacing unit.

(12) The Division has no jurisdiction to determine the validity of any title or claim of title. Exclusive jurisdiction of such matters resides in the courts of the State of New Mexico.

(13) It is the duty of the Division, however, to order pooling upon such terms and conditions as are just and reasonable and will afford to the owner or owners of each tract or interest in the unit the opportunity to recover or receive without unnecessary expense his/her or its just fair share of the oil or gas, or both.

(14) Accordingly, should Wynn-Crosby 1998, Ltd. or Viersen Oil and Gas Company pay any portion of the well costs attributable to the disputed interest, the party or parties may recoup such costs from revenue proceeds from the well until payout of such costs. At payout, all proceeds previously payable to the party or parties attributable to the disputed interest should be placed in escrow by Devon Energy Production Company, L.P. until settlement is made or a judgment rendered regarding the disputed interest.

(15) Should the applicant as the designated operator pay any portion of the well costs attributable to the disputed interest, the applicant should be authorized to recoup such costs from revenue proceeds until payout plus an additional 200% thereof as a reasonable charge for the risk involved in the drilling of the well.

(16) Reasonable charges for supervision (combined fixed rates) should be fixed at \$6,000.00 per month while drilling and \$600.00 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations.*"

IT IS THEREFORE ORDERED THAT:

(1) Pursuant to the application of Devon Energy Production Company, L.P. all uncommitted mineral interests from the base of the Morrow formation to the base of the Devonian formation underlying the E/2 of Section 15, Township 23 South, Range 34 East, NMPM, Lea County, New Mexico, are hereby pooled to form a standard 320-acre spacing and proration unit for any formations and/or pools spaced on 320 acres within this vertical extent.

The Unit shall be dedicated to the applicant's Mad Dog "15" Federal Com Well No. 1 to be directionally drilled from a surface location 660 feet from the South and East lines (Unit P) of Section 15 to a standard **botthomhole** location 990 feet from the South line and 1080 feet from the East line (Unit P) of Section 15.

(2) The operator of the Unit shall commence drilling the proposed well on or before November 1, 2004 and shall thereafter continue drilling the well with due diligence to test the Devonian formation.

(3) In the event the operator does not commence drilling the proposed well on or before November 1, 2004, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause.

(4) Should the subject well not be drilled and completed within 120 days after commencement thereof, Ordering Paragraph (1) shall be of no further effect, and the unit created by this Order shall terminate unless the operator appears before the Division Director and obtains an extension of time to complete the well for good cause demonstrated by satisfactory evidence.

(5) Upon final plugging and abandonment of the subject well, the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(6) Devon Energy Production Company, L.P. is hereby designated the operator of the subject well and of the Unit.

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

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

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

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

(11) With regards to the disputed interest, should Wynn-Crosby 1998, Ltd. or Viersen Oil and Gas Company pay any portion of the well costs attributable to this disputed interest, the party or parties may recoup such costs from revenue proceeds from the well until payout of such costs. At payout, all proceeds previously payable to the party or parties attributable to the disputed interest shall be placed in escrow by Devon Energy Production Company, L.P. until settlement is made or a judgment rendered regarding the disputed interest.

(12) Should the applicant as the designated operator pay any portion of the well costs attributable to the disputed interest, the applicant shall be authorized to recoup such costs from revenue proceeds until payout plus an additional 200% thereof as a reasonable charge for the risk involved in the drilling of the well.

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

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

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

(15) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$6000.00 per month while drilling and \$600.00 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COP AS form titled "*Accounting Procedure-Joint Operations.*" The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(16) Except as provided in Ordering Paragraphs (11) and (13) above, all proceeds from production from the well that are not disbursed for any reason shall be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership. The operator shall notify the Division of the name and address of the escrow agent within 30 days from the date of first deposit with the escrow agent.

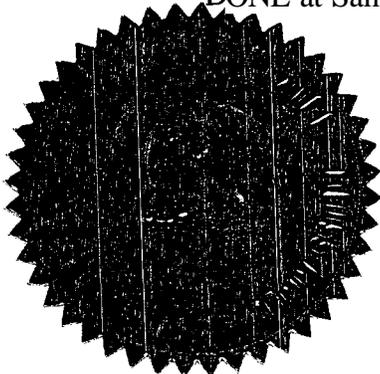
(17) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any well costs or charges that are to be paid out of production shall be withheld only from the working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

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

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

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

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



SEAL

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

MARK E. FESMIRE, PE
Director