	RECEIVED:	REVIEWER:	TYPE:	APP NO:	
INIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DISION RULES AND BEGULIATIONS WHICH BEQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE         Applicant:		- Geologic	O OIL CONSERVA	TION DIVISION Bureau –	<b>D</b> .
PEGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SAMTAFE         Applicant:	∩ 21HT				
Viell Name:					
SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION: INCLATED BELOW         1) TYPE OF APPLICATION: Check those which apply for [A]         A. Location - Spacing Unit - Simultaneous Dedication	Applicant: <u> </u>			OGRID Number: _ API:	
INDICATED BELOW         1) MYE OF APPLICATION: Check those which apply for [A]         A. Location - Spacing Unit - Simultaneous Dedication         \NSL       \NSP_PROJECTAREA         \NSL       \NSP_PROJECTAREA         \NSL       \NSP_PROJECTAREA         \SL       \SL         \SL       \NOTIFICATION REQUIRED TO: Check those which apply.         \A_       \OPPROJECTAREA         \SL       \NOTIFICATION REQUIRED TO: Check those which apply.         \A_       \OPPROJECTAREA         \SL       \Notification and/or concurrent approval by SLO         \SL       \Notification and/or concurrent approval by BLM         \SL       \Notification and/or concurrent approval by BLM         \SL       \Notification and/or concurrent approval by BLM         \SL       \Notification and/or concurrent approv	ool:			Pool Code:	
A. Location – Spacing Unit – Simultaneous Dedication           NSL         NSP <sub>PROJECT AREA</sub> NSP <sub>PROJECT AREA</sub> SD           B. Check one only for [1] or [1]         [1] Commingling – Storage – Measurement         DHC         CTB         DLC         DC           III Jujection – Disposal – Pressure Increase – Enhanced Oil Recovery         WFX         PMX         SWD         IPI         EOR         PPR           2) NOTIFICATION REQUIRED TO: Check those which apply.         A.         Offset operators or lease holders         Motice Comp           B.         Royalty, overriding royalty owners, revenue owners         Application requires published notice         Application and/or concurrent approval by SLO         Content           C.         Notification and/or concurrent approval by BLM         Content         Complete           F.         Surface owner         G.         For all of the above, proof of notification or publication is attached, and/or,           H.         No notice required         Note: statement must be completed by an individual with managerial and/or supervisory capacity.	SUBMIT ACCURA	TE AND COMPLETE INF			<b>APPLICATION</b>
[1] Commingling – Storage – Measurement         DHC       CTB       PLC       PC       OLS       OLM         [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery       WFX       PMX       SWD       IPI       EOR       PPR         2) NOTIFICATION REQUIRED TO: Check those which apply.       A.       Offset operators or lease holders       Notice Comp         B.       Royalty, overriding royalty owners, revenue owners       Application requires published notice       Application and/or concurrent approval by SLO       Content         C.       Application and/or concurrent approval by BLM       F.       Surface owner       Complete       Complete         3) CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division.         Note: Statement must be completed by an individual with managerial and/or supervisory capacity.         Date	A. Location	– Spacing Unit – Simult	aneous Dedication	1	
<ul> <li>2) NOTIFICATION REQUIRED TO: Check those which apply.</li> <li>A. Offset operators or lease holders</li> <li>B. Royalty, overriding royalty owners, revenue owners</li> <li>C. Application requires published notice</li> <li>D. Notification and/or concurrent approval by SLO</li> <li>E. Notification and/or concurrent approval by BLM</li> <li>F. Surface owner</li> <li>G. For all of the above, proof of notification or publication is attached, and/or,</li> <li>H. No notice required</li> <li>3) CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division.</li> <li>Note: Statement must be completed by an individual with managerial and/or supervisory capacity.</li> </ul>	[ I ] Comr [ [ II ] Injec	ningling – Storage – M DHC CTB DPL tion – Disposal – Pressu	re Increase – Enha	nced Oil Recovery DR	
administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division. Note: Statement must be completed by an individual with managerial and/or supervisory capacity. Date Print or Type Name	A. Offset B. Royalt C. Applic D. Notific E. Notific F. Surfac G. For all	operators or lease hold y, overriding royalty ov ation requires publishe ation and/or concurre ation and/or concurre e owner of the above, proof of	ders vners, revenue ow ed notice ent approval by SLC ent approval by BLI	Notice Notice Applie Conte Comp	e Complete cation ent
Print or Type Name	administrative understand the	approval is <b>accurate</b> a at <b>no action</b> will be tak	and <b>complete</b> to the ten on this applica	he best of my knowledge. I als	SO
Print or Type Name	No	te: Statement must be comple	ed by an individual with	managerial and/or supervisory capacity	' <b>.</b>
				Date	
Phone Number	Print or Type Name				
//s// Deirdre Devery				Phone Number	

Signature

e-mail Address

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Chevron North America Exploration and Production Company (A Chevron U.S.A. Inc. Division) 6301 Deauville Blvd Midland, TX 79706

December 13, 2023

# RE: Amendment to PLC 887-A to surface commingle (pool and lease) oil and gas production and approval for off-lease measurement and storage.

Chevron U.S.A. Inc. ("Chevron") seeks administrative approval, pursuant to 19.15.12.10 NMAC, to surface commingle (pool and lease) diversely owned oil and gas production from all existing and future wells from the "leases," as defined by 19.15.12.7(C) NMAC, and their associated pools, described in Exhibits A and B. In connection with this administrative amendment application, Chevron has concurrently submitted a hearing application to dismiss the commingling authority under Order No. R-22488 (authorizing commingling of oil production from the Wolfcamp and Bone Spring pools within the Cicada Unit (NMNM 137168X ("Cicada Unit")); the pendency of that dismissal is predicated on approval of this amendment application, which requests approval of the same under PLC 887-A.

A portion of the lands described in Exhibits A and B is currently contained within the Cicada Unit and its related Wolfcamp PA (NMNM 137168A) and Bone Spring PA (NMNM 137168X) (pending), while a separate portion is contained within a CA for the Wolfcamp formation (NM138618). Other lands included within this application, and which are described in Exhibits A and B, are individual leases to be included in proposed CAs. Copies of the proposed CAs are included with this application as Exhibit U. Chevron respectfully requests authority to commingle production from all wells, including any future wells, from the pools and leases described in Exhibits A and B. Chevron requests authority to add future wells by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal approval and filing a C-103 and C-102 with the NMOCD.

Pursuant to 19.15.12.10.C.(4)(g) NMAC, Chevron also seeks approval to prospectively include additional pools, leases or leases and pools connected to the tank batteries described herein, with notice provided only to the interest owners whose interest in the production is to be added.

All wells and future wells governed by this oil and gas commingling application are planned to tie into the following facilities and future facilities:

- Hayhurst New Mexico Sec. 9 CTB, located in the SWSW (UL:M), Sec. 9, T26S-R27E.
- Hayhurst New Mexico Sec.10 CTB, located in the NENE (UL:A), Sec. 10, T26S-R27E.
- Hayhurst New Mexico Sec. 35 CTB, located in the NENE (UL:A), Sec. 35, T25S-R27E.
- Hayhurst New Mexico Sec.12 CTB, located in the SWNE (UL:G), Sec. 12, T26S-R27E.
- Hayhurst New Mexico Sec. 25 CTB, located in the SENW (UL:F), Sec. 25, T26S-R27E.

Monthly production for the last six months is attached for all current producing wells. Well production will be allocated based on a production curve from well tests, tested at a frequency of 10 well tests per month during the initial production phase before peak production is reached but not to exceed 30 days. For each well, during the plateau period or while decline rate is greater than 22%, the oil and gas production shall be allocated using a minimum of three (3) well tests per month. During the final stages of the well decline period, each well will be tested at a frequency of two (2) well tests per month when the decline rate is between 22% and 10% per month; and one (1) well test per month when the decline rate is less than 10% per month.

The thirty-four (34) wells currently producing (Table A), along with the twenty (20) wells drilled, uncompleted and not producing (Table A) and future wells (not listed in Table A below), that will produce into HHNM CTB 9 are or will be tested under the following conditions at a minimum:

- Range 0 (peak): 10 tests per month
- Range 1 (plateau or decline rate greater than 22%): 3 tests per month
- Range 2 (decline rate is between 22% and 10%): 2 tests per month
- Range 3 (decline rate is less than 10%): 1 test per month

# Table A: HHNM Section 9 CTB Wells List

<sup>1</sup> New well being added to PLC-887A, <sup>2</sup> Well name was recently changed with a sundry report submitted
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Well Name	Range of Decline	API	Lease
HH SO 17 20 FEDERAL COM 707H <sup>2</sup>	3	30-015-45100	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 708H <sup>2</sup>	3	30-015-45101	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 709H <sup>2</sup>	3	30-015-45154	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 609H <sup>2</sup>	3	30-015-45155	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 608H <sup>2</sup>	3	30-015-45102	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 607H <sup>2</sup>	3	30-015-45103	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 403H <sup>2</sup>	3	30-015-45115	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 404H <sup>2</sup>	3	30-015-45116	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 603H <sup>2</sup>	3	30-015-45117	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 604H <sup>2</sup>	3	30-015-45118	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 703H <sup>2</sup>	3	30-015-45119	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 704H <sup>2</sup>	3	30-015-45120	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 5H <sup>2</sup>	3	30-015-43935	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 6H <sup>2</sup>	3	30-015-43934	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 13H <sup>2</sup>	3	30-015-43933	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 14H <sup>2</sup>	3	30-015-43931	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 21H <sup>2</sup>	3	30-015-43927	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 8 5 FED COM P02 22H <sup>2</sup>	3	30-015-43928	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 407H <sup>2</sup>	3	30-015-45104	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 610 <sup>2</sup> H	3	30-015-45105	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 408 <sup>2</sup> H	3	30-015-45106	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 710 <sup>2</sup> H	3	30-015-45107	Sections 5, 8, 17, & 20 CA, NM 138618 (Wolfcamp)

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Well Name	Range of Decline	API	Lease
HH SO 17 20 FEDERAL COM 409 <sup>2</sup> H	3	30-015-45108	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 611 <sup>2</sup> H	3	30-015-45109	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 705H <sup>2</sup>	3	30-015-45987	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 405H <sup>2</sup>	3	30-015-45988	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 605H <sup>2</sup>	3	30-015-45989	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 706H <sup>2</sup>	3	30-015-45990	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 406H <sup>2</sup>	3	30-015-45991	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 8 5 FEDERAL COM 606H <sup>2</sup>	3	30-015-45992	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 410H <sup>2</sup>	3	30-015-48353	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 411H <sup>2</sup>	3	30-015-48356	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 412H <sup>2</sup>	3	30-015-48355	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
HH SO 17 20 FEDERAL COM 413H <sup>2</sup>	3	30-015-48354	Sections 5, 8, 17, & 20 CA NM 138618 (Wolfcamp)
Whistle Pig 9 Federal 414H <sup>1,2</sup>	0/not yet producing	30-015-53752	NMNM 138827 (W/2 Section 9)
Whistle Pig 9 Federal 415H <sup>1,2</sup>	0/not yet producing	30-015-53753	NMNM 138827 (W/2 Section 9)
Whistle Pig 9 Federal 416H <sup>1,2</sup>	0/not yet producing	30-015-53754	NMNM 138827
Whistle Pig 9 Federal 417H <sup>1,2</sup>	0/not yet producing	30-015-53884	(W/2 Section 9) NMNM 138827
_			(W/2 Section 9) NMNM 138827
Four Roses 9 Federal 418H <sup>1,2</sup>	0/not yet producing	30-015-53802	(E/2 Section 9) NMNM 138827
Four Roses 9 Federal 419H <sup>1,2</sup>	0/not yet producing	30-015-53803	(E/2 Section 9)
Four Roses 9 Federal 420H <sup>1,2</sup>	0/not yet producing	30-015-53804	NMNM 138827 (E/2 Section 9)
Four Roses 9 Federal 421H <sup>1,2</sup>	0/not yet producing	30-015-53805	NMNM 138827 (E/2 Section 9)
RYE ONE 16 21 FEDERAL COM 422H <sup>1,2</sup>	0/not yet producing	30-015-53739	W/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
RYE ONE 16 21 FEDERAL COM 423H <sup>1,2</sup>	0/not yet producing	30-015-53738	W/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
RYE ONE 16 21 FEDERAL COM 424H <sup>1,2</sup>	0/not yet producing	30-015-53801	W/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
RYE ONE 16 21 FEDERAL COM 425H <sup>1,2</sup>	0/not yet producing	30-015-53737	W/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
FEW 16 21 FEDERAL COM 426H <sup>1,2</sup>	0/not yet producing	30-015-53731	E/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
FEW 16 21 FEDERAL COM 427H <sup>1,2</sup>	0/not yet producing	30-015-53699	E/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
FEW 16 21 FEDERAL COM 428H <sup>1,2</sup>	0/not yet producing	30-015-53516	E/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
FEW 16 21 FEDERAL COM 429H <sup>1,2</sup>	0/not yet producing	30-015-53581	E/2 Sections 16 & 21 CA (No. Pending), (Wolfcamp
ANGELS ENVY 21 FEDERAL 216H <sup>1</sup>	0/not yet producing	TBC	NMNM 100549

Well Name	Range of Decline	API	Lease
ANGELS ENVY 21 FEDERAL 217H <sup>1</sup>	0/not yet producing	TBC	NMNM 100549 (S/2 Section 21)
ANGELS ENVY 21 FEDERAL 218H <sup>1</sup>	0/not yet producing	TBC	NMNM 100549 (S/2 Section 21)
ANGELS ENVY 21 FEDERAL 219H <sup>1</sup>	0/not yet producing	TBC	NMNM 100549 (S/2 Section 21)

The eighteen (18) wells currently producing (Table B), along with the five (5) wells drilled, uncompleted and not yet produced (Table B) and future wells (not listed in Table B), that will produce into the HHNM CTB 10 facility are or will be tested under the following conditions at a minimum:

- Range 0 (peak): 10 tests per month
- Range 1 (plateau or decline rate greater than 22%): 3 tests per month
- Range 2 (decline rate is between 22% and 10%): 2 tests per month
- Range 3 (decline rate is less than 10%): 1 test per month

### Table B: HHNM Section 10 CTB Wells List

<sup>1</sup>New well being added to PLC-887A, <sup>2</sup> Well name was recently changed with a sundry report submitted

Well Name	Range of Decline	API	Lease
Cicada Unit 13H	3	30-015-44367	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 14H	3	30-015-44371	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 15H	3	30-015-44353	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 16H	3	30-015-44351	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 17H	3	30-015-44354	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 18H	3	30-015-44352	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 1H	3	30-015-43929	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 2H	3	30-015-43930	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 3H	3	30-015-43937	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 4H	3	30-015-43936	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 5H	3	30-015-43926	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 6H	3	30-015-43932	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 27H	3	30-015-46468	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 28H	3	30-015-46469	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 29H	3	30-015-46470	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 30H	3	30-015-46898	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 31H	3	30-015-46901	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 32H	3	30-015-46913	Cicada Unit Wolfcamp PA NMNM 137168/
Cicada Unit 51H	0/not yet producing	30-015-49001	Cicada Unit NMNM 137168X, Bone Spring PA pending

Well Name	Range of Decline	ΑΡΙ	Lease
Cicada Unit 52H	0/not yet producing	30-015-49000	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 53H	0/not yet producing	30-015-48999	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 73H <sup>2</sup>	0/not yet producing	30-015-50182	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 74H <sup>2</sup>	0/not yet producing	30-015-50183	Cicada Unit NMNM 137168X, Bone Spring PA pending

The twenty-three (23) wells currently producing (Table C), along with the nine (9) wells drilled, uncompleted and not yet producing (Table C) and future wells (not listed in Table C), that will produce into the HHNM CTB 35 facility are or will be tested under the following conditions at a minimum:

- Range 0 (peak): 10 tests per month
- Range 1 (plateau or decline rate greater than 22%): 3 tests per month
- Range 2 (decline rate is between 22% and 10%): 2 tests per month
- Range 3 (decline rate is less than 10%): 1 test per month

### Table C: HHNM Section 35 CTB Wells List

<sup>1</sup>New well being added to PLC-887A, <sup>2</sup> Well name was recently changed with a sundry report submitted

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Well Name	Range of Decline	API	Lease
Cicada Unit 10H	3	30-015-44349	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 11H	3	30-015-44345	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 12H	3	30-015-44348	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 7H	3	30-015-44347	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 8H	3	30-015-44346	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 9H	3	30-015-44350	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 23H	3	30-015-45602	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 24H	3	30-015-45720	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 25H	3	30-015-45601	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 26H	3	30-015-45600	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 19H	3	30-015-45426	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 20H	3	30-015-45425	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 21H	3	30-015-45424	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 22H	3	30-015-45423	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 33H	3	30-015-46342	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 34H	3	30-015-46343	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 35H	3	30-015-46344	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 36H	3	30-015-46345	Cicada Unit Wolfcamp PA NMNM 137168A

Well Name	Range of Decline	API	Lease
Cicada Unit 37H	3	30-015-46346	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 38H	3	30-015-46347	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 39H	3	30-015-46348	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 41H	3	30-015-48782	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 43H	3	30-015-48783	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 69H <sup>2</sup>	0/not yet producing	30-015-49684	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 70H <sup>2</sup>	0/not yet producing	30-015-49685	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 71H <sup>2</sup>	0/not yet producing	30-015-49686	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 72H <sup>2</sup>	0/not yet producing	30-015-49687	Cicada Unit NMNM 137168X, Bone Spring PA pending
PATRON 35 36 FEDERAL COM 229H <sup>1,2</sup>	0/not yet producing	30-015-53600	N/2 Sec. 35; NW/4 & W/2 NE/4 Sec. 36 CA (No. Pending) (Bone Spring)
PATRON 35 36 FEDERAL COM 230H <sup>1,2</sup>	0/not yet producing	30-015-50067	N/2 Sec. 35; NW/4 & W/2 NE/4 Sec. 36 CA (No. Pending), (Bone Spring)
PATRON 35 36 FEDERAL COM 231H <sup>1,2</sup>	0/not yet producing	30-015-53601	S/2 Sec. 35; SW/4 & W/2 SE/4 Sec. 36 CA (No. Pending), (Bone Spring)
PATRON 35 36 FEDERAL COM 232H <sup>1,2</sup>	0/not yet producing	30-015-50177	S/2 Sec. 35; SW/4 & W/2 SE/4 Sec. 36 CA (No. Pending), (Bone Spring)
PATRON 35 36 FEDERAL COM 233H <sup>1,2</sup>	0/not yet producing	30-015-50068	S/2 Sec. 35; SW/4 & W/2 SE/4 Sec. 36 CA (No. Pending), (Bone Spring)

The eight (8) wells currently producing (Table D), along with the thirty-two (32) wells drilled, uncompleted and not yet producing (Table D) and future wells (not listed in Table D), that will produce into the HHNM CTB 12 facility are or will be tested under the following minimum conditions:

- Range 0 (peak): 10 tests per month
- Range 1 (plateau or decline rate greater than 22%): 3 tests per month
- Range 2 (decline rate is between 22% and 10%): 2 tests per month
- Range 3 (decline rate is less than 10%): 1 test per month

### Table D: HHNM Section 12 CTB Wells List

<sup>1</sup>New well being added to PLC-887A, <sup>2</sup> Well name was recently changed with a sundry report submitted

Well Name	Range of Decline	API	Lease
Cicada Unit 45H	0	30-015-49465	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 47H	0	30-015-49466	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 48H	0	30-015-49467	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 50H	0	30-015-49468	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 56H	0	30-015-49469	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 57H	0	30-015-49470	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 58H	0	30-015-49471	Cicada Unit Wolfcamp PA NMNM 137168A

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Well Name	Range of Decline	ΑΡΙ	Lease
Cicada Unit 59H	0	30-015-49472	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 60H	0/not yet producing	30-015-49624	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 61H	0/not yet producing	30-015-49625	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 62H	0/not yet producing	30-015-49626	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 63H	0/not yet producing	30-015-49627	Cicada Unit Wolfcamp PA NMNM 137168A
Cicada Unit 64H <sup>2</sup>	0/not yet producing	30-015-50181	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 65H <sup>2</sup>	0/not yet producing	30-015-49598	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 66H <sup>2</sup>	0/not yet producing	30-015-49603	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 67H <sup>2</sup>	0/not yet producing	30-015-49602	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 68H <sup>2</sup>	0/not yet producing	30-015-49604	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 83H <sup>2</sup>	0/not yet producing	30-015-53393	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 84H <sup>2</sup>	0/not yet producing	30-015-53599	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 80H <sup>2</sup>	0/not yet producing	30-015-53225	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 81H <sup>2</sup>	0/not yet producing	30-015-53224	Cicada Unit NMNM 137168X, Bone Spring PA pending
Cicada Unit 82H <sup>2</sup>	0/not yet producing	30-015-53226	Cicada Unit NMNM 137168X, Bone Spring PA pending
BULLEIT 13 24 FEDERAL COM 220H <sup>1,2</sup>	0/not yet producing	30-015-54248	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 221H <sup>1,2</sup>	0/not yet producing	30-015-54249	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 222H <sup>1,2</sup>	0/not yet producing	30-015-54257	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 223H <sup>1,2</sup>	0/not yet producing	30-015-54250	E/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
WALKERS 13 24 FEDERAL COM 430H <sup>1,2</sup>	0/not yet producing	TBC	-
WALKERS 13 24 FEDERAL COM 431H <sup>1,2</sup>	0/not yet producing	TBC	W/2 Sections 13 & 24 CA
WALKERS 13 24 FEDERAL COM 432H <sup>1,2</sup>	0/not yet producing	TBC	(No. Pending), (Wolfcamp)
WALKERS 13 24 FEDERAL COM 433H <sup>1,2</sup>	0/not yet producing	TBC	
JAMESON 13 24 FEDERAL COM 434H <sup>1,2</sup>	0/not yet producing	30-015-54231	ч.
JAMESON 13 24 FEDERAL COM 435H <sup>1,2</sup>	0/not yet producing	30-015-54232	E/2 Sections 13 & 24 CA (No. Pending), (Wolfcamp)
JAMESON 13 24 FEDERAL COM 436H <sup>1,2</sup>	0/not yet producing	30-015-54233	(
JAMESON 13 24 FEDERAL COM 437H <sup>1,2</sup>	0/not yet producing	30-015-54234	
BULLEIT 13 24 FEDERAL COM 155H <sup>1,2</sup>	0/not yet producing	30-015-54251	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 156H <sup>1,2</sup>	0/not yet producing	30-015-54252	E/2 Sections 13 & 24 CA (No. Pending),(Bone Spring)
BULLEIT 13 24 FEDERAL COM 255H <sup>1,2</sup>	0/not yet producing	30-015-54253	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)

Well Name	Range of Decline	API	Lease
BULLEIT 13 24 FEDERAL COM 256H <sup>1,2</sup>	0/not yet producing	30-015-54254	W/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 257H <sup>1,2</sup>	0/not yet producing	30-015-54255	E/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)
BULLEIT 13 24 FEDERAL COM 258H <sup>1,2</sup>	0/not yet producing	30-015-54256	E/2 Sections 13 & 24 CA (No. Pending), (Bone Spring)

The wells not yet drilled and not yet producing (Table E), which connect into HHNM CTB 25 facility, will be tested under the following minimum conditions:

- Range 0 (peak): 10 tests per month
- Range 1 (plateau or decline rate greater than 22%): 3 tests per month
- Range 2 (decline rate is between 22% and 10%): 2 tests per month
- Range 3 (decline rate is less than 10%): 1 test per month

### Table E: HHNM Section 25 CTB Wells List

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<sup>1</sup>New well being added to PLC-887A, <sup>2</sup> Well name was recently changed with a sundry report submitted
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Well Name	Range of Decline	ΑΡΙ	Lease
KESSLER 25 36 STATE COM 438H <sup>1,2</sup>	0/not yet producing	30-015-49954	
KESSLER 25 36 STATE COM 439H <sup>1,2</sup>	0/not yet producing	30-015-49941	W/2 Sections 25 & 36 CA
KESSLER 25 36 STATE COM 440H <sup>1,2</sup>	0/not yet producing	30-015-49943	(No. Pending), (Wolfcamp)
KESSLER 25 36 STATE COM 441H <sup>1,2</sup>	0/not yet producing	30-015-49940	
JIM BEAM 25 36 STATE COM 442H <sup>1,2</sup>	0/not yet producing	30-015-49955	
JIM BEAM 25 36 STATE COM 443H <sup>1,2</sup>	0/not yet producing	30-015-49824	E/2 Sections 25 & 36 CA
JIM BEAM 25 36 STATE COM 444H <sup>1,2</sup>	0/not yet producing	30-015-49956	(No. Pending), (Wolfcamp)
JIM BEAM 25 36 STATE COM 445H <sup>1,2</sup>	0/not yet producing	30-015-49957	
BAILEYS 25 36 STATE COM 234H <sup>1,2</sup>	0/not yet producing	30-015-49953	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 235H <sup>1,2</sup>	0/not yet producing	30-015-53288	W/2 Section 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 236H <sup>1,2</sup>	0/not yet producing	30-015-49952	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 237H <sup>1,2</sup>	0/not yet producing	30-015-49951	E/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
KESSLER 25 36 STATE COM 638H <sup>1</sup>	0/not yet producing	30-015-54067	
KESSLER 25 36 STATE COM 538H <sup>1</sup>	0/not yet producing	30-015-54066	W/2 Sections 25 & 36 CA (No. Pending), (Wolfcamp)
KESSLER 25 36 STATE COM 639H <sup>1</sup>	0/not yet producing	30-015-54068	
JIM BEAM 25 36 STATE COM 539H1	0/not yet producing	30-015-53997	
JIM BEAM 25 36 STATE COM 640H <sup>1</sup>	0/not yet producing	30-015-53999	E/2 Sections 25 & 36 CA (No. Pending), (Wolfcamp)
JIM BEAM 25 36 STATE COM 540H <sup>1</sup>	0/not yet producing	30-015-53998	(,

Well Name	Range of Decline	ΑΡΙ	Lease
BAILEYS 25 36 STATE COM 136H <sup>1</sup>	0/not yet producing	TBC	
BAILEYS 25 36 STATE COM 261H <sup>1</sup>	0/not yet producing	TBC	E/2 Sections 25 & 36 CA
BAILEYS 25 36 STATE COM 137H <sup>1</sup>	0/not yet producing	TBC	(No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 262H <sup>1</sup>	0/not yet producing	TBC	
BAILEYS 25 36 STATE COM 134H <sup>1</sup>	0/not yet producing	TBC	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 259H <sup>1</sup>	0/not yet producing	TBC	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 135H <sup>1</sup>	0/not yet producing	TBC	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)
BAILEYS 25 36 STATE COM 260H <sup>1</sup>	0/not yet producing	TBC	W/2 Sections 25 & 36 CA (No. Pending), (Bone Spring)

Thank you for your attention to this matter.

Deirdre Devery Facilities Engineer

Form C-107-B District I State of New Mexico 1625 N. French Drive, Hobbs, NM 88240 Revised August 1, 2011 Energy, Minerals and Natural Resources Department District II 811 S. First St., Artesia, NM 88210 District III OIL CONSERVATION DIVISION Submit the original 1000 Rio Brazos Road, Aztec, NM 87410 application to the Santa Fe 1220 S. St Francis Drive District IV office with one copy to the Santa Fe, New Mexico 87505 1220 S. St Francis Dr, Santa Fe, NM appropriate District Office. 87505 APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP) CHEVRON USA, INC. **OPERATOR NAME:** 6301 DEAUVILLE BLVD., MIDLAND, TEXAS 79706 **OPERATOR ADDRESS:** APPLICATION TYPE: Deol Commingling Lease Commingling Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled) X Federal **Fee** X State LEASE TYPE: Is this an Amendment to existing Order? XYes No If "Yes", please include the appropriate Order No. PLC-887A Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling XYes No (A) POOL COMMINGLING Please attach sheets with the following information Gravities / BTU of Calculated Gravities / Calculated Value of BTU of Commingled (1) Pool Names and Codes Non-Commingled Commingled Volumes Production Production Production PURPLE SAGE: WOLECAMP (98220) Gravity 48 / BTU 1379 API - 38 / BTU - 1332 NORTH HAY HOLLOW; BONE SPRING (30216)) Gravity 48 / BTU 1331 DELAWARE RIVER; BONE SPRING (16800) Gravity 48 / BTU 1331 WELCH; BONE SPRING (64010) Gravity 46 / BTU 1248 Graviy 48 / BTU 1331 HAY HOLLOW; BONE SPRING (30215) Are any wells producing at top allowables? Yes No (2)Has all interest owners been notified by certified mail of the proposed commingling? XYes Measurement type: Metering Other (Specify)\_TESTING PER NMOCD GUIDELINES □No. (3)(4)(5)Will commingling decrease the value of production? Yes X No If "yes", describe why commingling should be approved **(B) LEASE COMMINGLING** Please attach sheets with the following information Pool Name and Code. (1)(2) Is all production from same source of supply?  $\Box$  Yes  $\Box$  No (3) Has all interest owners been notified by certified mail of the proposed commingling? □Yes □No (4) Measurement type: Metering Other (Specify) (C) POOL and LEASE COMMINGLING Please attach sheets with the following information Complete Sections A and E. (1)(D) OFF-LEASE STORAGE and MEASUREMENT Please attached sheets with the following information Is all production from same source of supply? Yes No (1)(2)Include proof of notice to all interest owners. (E) ADDITIONAL INFORMATION (for all application types) Please attach sheets with the following information (1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

DATE: 11/17/2023

TELEPHONE NO .: (432) 241-0215

Lease Names, Lease and Well Numbers, and API Numbers. (3)

I hereby certify that the information above is true and complete to the best of my knowledge and belief. Deirdre Devery TITLE: FACILITIES ENGINEER

SIGNATURE:
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E-MAIL ADDRESS: \_\_\_\_DeirdreDevery@chevron.com

**Released to Imaging: 8/9/2024 11:10:38 AM** 

# Exhibits

- Exhibit A Lease and pool tables
- Exhibit B Lease map
- Exhibit C COMM map
- Exhibit D Section 9 CTB narrative
- Exhibit E Section 9 CTB gas lift calculation
- Exhibit F Section 9 CTB block flow diagram
- Exhibit G Section 10 CTB narrative
- Exhibit H Section 10 CTB gas lift calculation
- Exhibit I Section 10 block flow diagram
- Exhibit J Section 35 CTB narrative
- Exhibit K Section 35 CTB gas lift calculation
- Exhibit L Section 35 block flow diagram
- Exhibit M Section 12 CTB narrative
- Exhibit N Section 12 CTB gas lift calculation
- Exhibit O Section 12 block flow diagram
- Exhibit P Section 25 CTB narrative
- Exhibit Q Section 25 CTB gas lift calculation
- Exhibit R Section 25 CTB block flow diagram
- Exhibit S Hayhurst New Mexico Gas Strategy Map
- Exhibit T Gas data
- Exhibit U Draft COMM agreement applications
  - $\circ$  COMM for Sections 13 & 24 (Pkgs 32, 36, 37 & 39)
  - COMM for Sections 16 & 21 (Pkgs 40 & 41)
  - o COMM for Sections 25 & 36 (Pkgs 42, 43, 44, 50, 58 & 59)
  - COMM for Sections 35 & 36 (Pkg 29)
- Exhibit V Approved PLC-887A
- Exhibit W Mailing Report

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Exhibit A		
Pool Name	Pool Code	
PURPLE SAGE; WOLFCAMP (GAS)	98220	
WELCH; BONE SPRING (OIL)	64010	
DELAWARE RIVER; BONE SPRING (OIL)	16800	
HAY HOLLOW; BONE SPRING (OIL)	30215	
NORTH HAY HOLLOW; BONE SPRING	30216	
(OIL)		
WILDCAT-015 G-04 S262625B	98018	

Name/Serial No.	UL or Q/Q	S-T-R
Cicada Unit NMNM 137168X	All	35-25S-27E
	All	26-25S-27E
Cicada Unit Wolfcamp PA	All	12-26S-27E
NMNM 137168A	All	1-26S-27E
	All	10-26S-27E
Cicada Unit Bone Spring PA	All	15-26S-27E
(Pending)	All	11-26S-27E
	All	14-26S-27E
	All	2-26S-27E
	All	23-25S-27E
Section 5, 8, 17, & 20 CA	All	5-26S-27E
NM 138618	All	8-26S-27E
(Wolfcamp)	All	17-26S-27E
	All	20-26S-27E
E/2 Section 16 & 21 CA	E/2	16-26S-27E
(No. Pending)	E/2	21-26S-27E
(Wolfcamp)		
W/2 Section 16 & 21 CA	W/2	16-26S-27E
(No. Pending) (Wolfcamp)	W/2	21-26S-27E
E/2 Section 13 & 24 CA	E/2	13-26S-27E
(No. Pending)	E/2	24-26S-27E
(Wolfcamp)		
(Bone Spring)		
W/2 Section 13 & 24 CA	W/2	13-26S-27E
(No. Pending) (Wolfcamp)	W/2	24-26S-27E
(Bone Spring)		

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E/2 Section 25 & 36 CA	E/2	25-26S-27E
(No. Pending) (Wolfcamp)	E/2	36-26S-27E
(Bone Spring)		
W/2 Section 25 & 36 CA	W/2	25-26S-27E
(No. Pending) (Wolfcamp)	W/2	36-26S-27E
(Bone Spring)		
N/2 Sec. 35; NW/4 & W/2 NE/4 of Sec. 36 CA	N/2	35-25S-27E
(No. Pending) (Bone Spring)	N/2	36-25S-27E
S/2 Sec. 35; SW/4 & W/2 SE/4 of Sec. 36 CA	S/2	35-25S-27E
(No. Pending) (Bone Spring)	S/2	36-25S-27E
		21 265 275
NMNM 100549	All	21-26S-27E
NMNM 138827	All	9-26S-27E

.

		- FEDERAL (BLN	1) LEASE								
		- STATE OF NEW	V MEXICO LE	ASE		15		14		13	
		CICADA UNIT _ CICADA WOL BOUNDARY;	(NMNM 137 FCAMP PA (I	7168X) BOU NMNM 1371	.68A)	15	VB-:	14		13	
		CICADA BONI					VB-0	0994			
						22	VB- 0734	23 107369		24	
	4 11	- COMM AGRE	MENTS (Sec	: 16 & 21) B(	JUNDARIES		0734	VB-0734			
		- COMM AGREI	EMENTS (Sec	: 13 & 24) B(	DUNDARIES	27	107369	26		25	
		- COMM AGRE	EMENTS (Sec	: 25 & 36) B(	DUNDARIES		107	369	VB-	0996	
	-	- COMM AGREE	EMENTS (Sec	: 35 & 36) B(	DUNDARIES			114968	VB-:	1008	
	T255 -К27Е эт	32		33		34		35		36	
	T26S-R27E	113399									
		118108					VB-1805	VB-1796	120350	116028	
_	6	5		4		3		2		1	
									120350	120350	
	7	118108	138	<sup>827</sup> 9	121473	10	121473	138828	VB- 2123	116028 12	
				-		10			138	228	
		100549	V0-7398	V0-7385	121473		121473	138828			
	18	17		16		15		14	120	<sup>250</sup> 13	
									V-7	638	
		100549	100	549					V-7	52	
_	19	20		21		22		23		24	
									V0-	53	
				~					V0-	639	
	30	29		28		27		26		25 54	
	31	32		33		34		35		36	

# EXHIBIT B - LEASE MAP & PROJECT AREA

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### Received by OCD: 12/21/2023 11:45:55 AM Exhibit C - Section COMM Map

Communitization Agreement NMNM 138618 Sections 5, 8, 17, 20, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

	TRACT 1
	NE/4 Sec 5
	160 Acres
TRACTA	
TRACT 2	
NW/4 & S/2 Sec 5	
All of Sec 8	
1,120 Acres	
	5
	8
TRACT 3	
All of Sec 17 & 20	
1,280 Acres	
1,280 Acres	
	17
	17
	20

HHNM Section 9 Central Tank Battery

## Oil & Gas Metering:

The central tank battery (HHNM Section 9 CTB) is located in the SWSW corner of Sec. 9, T26S, R27E. Gas will be metered at the end of each Train. From there it will be gathered, compressed and sold at a common central delivery point (CDP) gas sales, as well as a gas compression station that takes combined suction gas from HHNM Section 9 CTB, Section 10 CTB, Section 35 CTB, Section 12 CTB, future Section 25 CTB and other future CTBs. This compressor station sends gas either to a High Pressure sales point (third party) or to a gas lift system. The produced water will go to common water tanks on location and then to Chevron SWD facilities before being disposed to injection wells or sent to third party SWD station. In order to meet all commingling requirements, the HHNM Section 9 CTB production will be produced and metered prior to leaving the CTB. Oil from all wells will be sent to common oil tanks and sold through common LACT units (SN: 1726E10061 and 1724E10059). All wells will be tested monthly in order to meet all federal and state requirements regardless of the phase of decline. The value of gas will not be affected due to different formations as BTUs are expected to be the same or similar.

## **Gas Processing:**

Gas from HHNM Section 9 CTB will flow to the HHNM Section 10 Rental Compressor Station, or the HHNM Section 10 Electric Compressor Station, or future Hayhurst NM Section 9 Compressor Station. The CTB's gas will be continuously measured utilizing orifice meters fitted with EFM flow computers located at HHNM Section 9 CTB (Low pressure: SN T184242121, SN T190352620; and High pressure: SN T170368891) prior to entering the Compressor Station suction or sales. Compressed gas will be utilized for gas lift of wells producing into HHNM Section 9 CTB. Total gas lift volumes for each well will be measured through individual well gas lift orifice meters fitted with Total Flow EFM flow computers. A common gas lift meter for wells producing into HHNM Section 9 CTB will be located at the HHNM Section 9 CTB outlet (SN T173289422), as well as a common gas lift meter at the compressor station outlet for total gas lift volume via Total Flow EFM (SN 15101147).

Third party gas sales meters are located in the NE/NE of Section 10 of T26S-R27E.

### Gas lift Well Meters:

Pkg 8 Pad 1

- HH SO 17 20 Federal 001 1H: SN- 2300150283
- HH SO 17 20 Federal 001 2H: SN- 2300150284
- HH SO 17 20 Federal 001 3H: SN- 2300150285
- HH SO 17 20 Federal 001 4H: SN- 2300150286
- HH SO 17 20 Federal 001 5H: SN- 2300150287
- HH SO 17 20 Federal 001 6H: SN- 2300150288

Pkg 2 Pad 2

- HH SO 8 P2 5H: SN- 2300150213
- HH SO 8 P2 6H: SN- 2300150214
- HH SO 8 P2 13H: SN- 2300150215
- HH SO 8 P2 14H: SN- 2300150216
- HH SO 8 P2 21H: SN- 2300150211
- HH SO 8 P2 22H: SN- 2300150212

Pkg 5 Pad 3

• HH SO 8 5 Fed 003 1H: SN- 2300150275

### HHNM Section 9 Central Tank Battery

- HH SO 8 5 Fed 003 2H: SN- 2300150276
- HH SO 8 5 Fed 003 3H: SN- 2300150277
- HH SO 8 5 Fed 003 4H: SN- 2300150280
- HH SO 8 5 Fed 003 5H: SN- 2300150281
- HH SO 8 5 Fed 003 6H: SN- 2300150282

Pkg 7 Pad 4

- HH SO 8 5 FEDERAL 004 1H: SN 2300150329
- HH SO 8 5 FEDERAL 004 2H: SN 2300150330
- HH SO 8 5 FEDERAL 004 3H: SN 2300150331
- HH SO 8 5 FEDERAL 004 4H: SN 2300150332
- HH SO 8 5 FEDERAL 004 5H: SN 2300150333
- HH SO 8 5 FEDERAL 004 6H: SN 2300150334

Pkg 6 Pad 2

- HH SO 17 20 Federal 002 1H: SN 2300150338
- HH SO 17 20 Federal 002 2H: SN 2300150339
- HH SO 17 20 Federal 002 3H: SN 2300150340
- HH SO 17 20 Federal 002 4H: SN 2300150341
- HH SO 17 20 Federal 002 5H: SN 2300150342
- HH SO 17 20 Federal 002 6H: SN 2300150343

Pkg 15 Pad 15

- HH SO 17 20 Federal 003 401H TBD
- HH SO 17 20 Federal 003 402H TBD
- HH SO 17 20 Federal 003 403H TBD
- HH SO 17 20 Federal 003 404H TBD

Pkg 21, Pad 21

- Whistle Pig 9 Federal 414H TBD
- Whistle Pig 9 Federal 415H TBD
- Whistle Pig 9 Federal 416H TBD
- Whistle Pig 9 Federal 417H TBD

Pkg 22, Pad 22

- Four Roses 9 Federal 418H TBD
- Four Roses 9 Federal 419H TBD
- Four Roses 9 Federal 420H TBD
- Four Roses 9 Federal 421H TBD

Pkg 40. Pad 40

- RYE ONE 16 21 FEDERAL COM 422H TBD
- RYE ONE 16 21 FEDERAL COM 423H TBD
- RYE ONE 16 21 FEDERAL COM 424H TBD
- RYE ONE 16 21 FEDERAL COM 425H TBD

Pkg 41, Pad 41

HHNM Section 9 Central Tank Battery

- FEW 16 21 FEDERAL COM 426H TBD
- FEW 16 21 FEDERAL COM 427H TBD
- FEW 16 21 FEDERAL COM 428H TBD
- FEW 16 21 FEDERAL COM 429H TBD

Pkg 53, Pad 53

- ANGELS ENVY 21 FEDERAL 216H TBD
- ANGELS ENVY 21 FEDERAL 217H TBD
- ANGELS ENVY 21 FEDERAL 218H TBD
- ANGELS ENVY 21 FEDERAL 219H TBD

Future wells: TBD. In accordance with BLM metering.

### **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility flow diagram (Exhibit F) and map (Exhibit S) which shows the lease boundaries, locations of well surface holes, and locations of the flow lines, facility, and gas sales meter. The commingling of this will not result in reduced royalty or improper measurement of production. The proposed commingling of gas for gas lift/artificial lift of wells will reduce the number of surface facilities, provide for a more economic facility design and reduce overall emissions by having more efficient gas compression utilization —specifically, centralized electric compression for the majority of all gas.

Chevron U.S.A. Inc. understands the requested approval will not constitute the granting of any rightof-way or construction rights not granted by the lease instrument.

# Exhibit E

**Total Sales Gas from CTB 9** = CTB 9 T1 LP Check Meter 1 (SN: T18424212) + CTB 9 T1 LP Check Meter 2(SN: T190352620) + CTB 9 HP Check Meter(SN: T170368891) + CTB 9 T2 LP Check Meter 1 (SN: T183535795) + CTB 9 T2 LP Check Meter 2(SN: T183535791) + CTB 9 Gas Lift meter (SN: T173289422) -CTB 9 Gas Lift Buy Back (SN: T181216041) - Total Gas Lift

**Total Gas Lift** = Sum of all well gas lift meters

CTB 9 Produced Gas = CTB 9 T1 LP Check Meter 1 (SN:T18424212) + CTB 9 T1 LP Check Meter 2(SN:T190352620) + CTB 9 HP Check Meter(SN:T170368891) + CTB 9 T2 LP Check Meter 1 (SN:T183535795) + CTB 9 T2 LP Check Meter 2(SN:T183535791) + CTB 9 Gas Lift meter (SN:T173289422) -

CTB 9 T2 LP Check Meter 2(SN: T183535791) + CTB 9 Gas Lift meter (SN: T173289422) · CTB 9 Gas Lift Buy Back (SN: T181216041)

 $CTB \ 9 \ Oil = CTB \ 9 \ LACT \ A \ (SN: 1726E10061) + CTB \ 9 \ LACT \ B \ (SN: 1724E10059)$ 







HHNM Section 10 Central Tank Battery

# Oil & Gas metering:

The central tank battery (HHNM Section 10 CTB) is located in the NENE corner of Sec. 10, T26S, R27E. Gas will be metered before leaving the CTB, some producing through a high pressure end, and some through low pressure. From there it will be gathered, compressed and sold at a common central delivery point (CDP) gas sales, as well as a gas compression station that takes combined suction gas from Section CTB 10, Section 9 CTB, Section 35 CTB, Section 12 CTB, future Section 25 CTB and other future CTBs. This compressor station sends gas either to a high pressure sales point (third party) or to a gas lift system. The produced water will go to common water tanks on location and then to a Chevon water disposal system, recycled, or third party SWD station. In order to meet all commingling requirements, the HHNM Section 10 CTB production will be produced and metered prior to leaving the CTB. Oil from all wells will be sent to common oil tanks and sold through common LACT units (SN: 1723E10070 and 1723E10072). All wells will be tested monthly in order to meet all federal and state requirements regardless of the phase of decline. The value of gas will not be affected due to different formations as BTUs are expected to be the same or similar.

## **Gas Processing:**

Gas from HHNM CTB 10 will flow to the HHNM Section 10 Rental Compressor Station, or the HHNM Section 10 Electric Compressor Station. The CTB's gas will be continuously measured utilizing orifice meters fitted with EFM flow computers located at HHNM Section 10 CTB (Low pressure: SN 150044101, SN 150044103; and High pressure: SN 150101146, SN 160016266 ) prior to entering the Compressor Station suction or sales. Compressed gas will be utilized for gas lift of wells producing into Section 10 CTB. Total gas lift volumes for each well will be measured through individual well gas lift orifice meters fitted with Total Flow EFM flow computers.

Third party gas sales meters are located in the NE/NE of Section 10 of T26S-R27E.

Gas lift Well Meters:

Well Name	Gas Lift Meter SN
Cicada Unit 13H	2300150253
Cicada Unit 14H	2300150252
Cicada Unit 15H	2300150251
Cicada Unit 16H	2300150250
Cicada Unit 17H	2300150249
Cicada Unit 18H	2300150248
Cicada Unit 1H	2300150201
Cicada Unit 2H	2300150202
Cicada Unit 3H	2300150203
Cicada Unit 4H	2300150204
Cicada Unit 5H	2300150205
Cicada Unit 6H	2300150206
Cicada Unit 27H	2300150344
Cicada Unit 28H	2300150345
Cicada Unit 29H	2300150346
Cicada Unit 30H	2300150347
Cicada Unit 31H	2300150348

HHNM Section 10 Central Tank Battery

Cicada Unit 32H	2300150349
Cicada Unit 51H	TBD
Cicada Unit 52H	TBD
Cicada Unit 53H	TBD
Cicada Unit 73H	TBD
Cicada Unit 74H	TBD

Future wells: TBD. In accordance with BLM metering

# **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility flow diagram (Exhibit I) and map (Exhibit S) which shows the lease boundaries, locations of well surface holes, and locations of the flow lines, facility, and oil/gas sales meter. The commingling of this will not result in reduced royalty or improper measurement of production. The proposed commingling of gas for gas lift/artificial lift of wells will reduce the number of surface facilities, provide for a more economic facility design and reduce overall emissions by having more efficient gas compression utilization —specifically centralized electric compression for the majority of all gas.

Chevron U.S.A. Inc. understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

# Exhibit H

**Total Sales Gas from CTB 10** = CTB 10 T1 LP Check Meter 1 (SN: 150044101) + CTB 10 T1 LP Check Meter 2(SN: 150044103) + CTB 10 HP Check Meter(SN: 150101146)- Total Gas Lift

**Total Gas Lift** = Sum of all well gas lift meters

CTB 10 Produced Gas

= CTB 10 T1 LP Check Meter 1 (SN: 150044101)

+ CTB 10 T1 LP Check Meter 2(SN: 150044103)

+ CTB 10 HP Check Meter(SN: 150101146)

*CTB* 10 *Oil* = *CTB* 10 *LACT A* (*SN*: 1723*E*10070) + *CTB* 10 *LACT B*(*SN*: 1723*E*10072)



11-10-



HHNM Section 35 Central Tank Battery

## Oil & Gas metering:

The central tank battery (HHNM Section 35 CTB) is located in the NENE corner of Sec. 35, T27S, R27E. Gas will be metered before leaving the CTB, some producing through a high pressure end, and some through low pressure. From there it will be gathered, compressed and sold at a common central delivery point (CDP) gas sales, as well as a gas compression station that takes combined suction gas from Section 35 CTB, Section 9 CTB, Section 10 CTB, Section 12 CTB, future Section 25 CTB and other future CTBs. This compressor station sends gas either to a high pressure sales point (third party) or to a gas lift system. The produced water will go to common water tanks on location and then to Chevron SWD facilities before being disposed injection wells or sent to third party SWD station. In order to meet all commingling requirements, the HHNM Section 35 CTB production will be produced and metered prior to leaving the CTB. Oil from all wells will be sent to common oil tanks and sold through common LACT units (SN: 1726E10014 and 1802E10071). All wells will be tested monthly in order to meet all federal and state requirements regardless of the phase of decline. The value of gas will not be affected due to different formations as BTUs are expected to be the same or similar.

### **Gas Processing:**

Gas from HHNM CTB 35 will flow to the HHNM Section 10 Rental Compressor Station, or the HHNM Section 10 Electric Compressor Station. The CTB's gas will be continuously measured utilizing orifice meters fitted with EFM flow computers located at HHNM Section 35 CTB (Low pressure: SN 160004553, SN 160004552, SN 160072936, SN 160099587; and High Pressure: SN 160000400) prior to entering the Compressor Station suction or sales. Compressed gas will be utilized for gas lift of wells producing into Section 35 CTB. Total gas lift volumes for each well will be measured through individual well gas lift orifice meters fitted with Total Flow EFM flow computers. A common gas lift meter for wells producing into HHNM S35 CTB will be located at the HHNM S35 CTB outlet (SN : 160004588) as well as a common gas lift meter at the compressor station outlet for total gas lift volume via Total Flow EFM (SN 15101147).

Third party gas sales meters are located in the NE/NE of Section 10 of T26S-R27E.

Gas lift Well Meters:

Well Name	Gas Lift Meter SN
Cicada Unit 7H	2300150218
Cicada Unit 8H	2300150219
Cicada Unit 9H	2300150220
Cicada Unit 10H	2300150221
Cicada Unit 11H	2300150222
Cicada Unit 12H	2300150223
Cicada Unit 19H	2300150371
Cicada Unit 20H	2300150372
Cicada Unit 21H	2300150373
Cicada Unit 22H	2300150374
Cicada Unit 23H	2300150361
Cicada Unit 24H	2300150362
Cicada Unit 25H	2300150363

HHNM Section 35 Central Tank Battery

Cicada Unit 26H	2300150364
Cicada Unit 33H	2300150355
Cicada Unit 34H	2300150356
Cicada Unit 35H	2300150357
Cicada Unit 36H	2300150358
Cicada Unit 37H	TBD
Cicada Unit 38H	TBD
Cicada Unit 39H	TBD
Cicada Unit 41H	2300150359
Cicada Unit 43H	2300150360
Cicada Unit 69H	TBD
Cicada Unit 70H	TBD
Cicada Unit 71H	TBD
Cicada Unit 72H	TBD
PATRON 35 36 FEDERAL COM 229H	TBD
PATRON 35 36 FEDERAL COM 230H	TBD
PATRON 35 36 FEDERAL COM 231H	TBD
PATRON 35 36 FEDERAL COM 232H	TBD
PATRON 35 36 FEDERAL COM 233H	TBD

Future wells: TBD. In accordance with BLM metering.

### **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility flow diagram (Exhibit L) and map (Exhibit S) which shows the lease boundaries, locations of well surface holes, and locations of the flow lines, facility, and gas sales meter. The commingling of this will not result in reduced royalty or improper measurement of production. The proposed commingling of gas for gas lift/artificial lift of wells will reduce the number of surface facilities, provide for a more economic facility design and reduce overall emissions by having more efficient gas compression utilization —specifically centralized electric compression for the majority of all gas.

Chevron U.S.A. Inc. understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

# Exhibit K

**Total Sales Gas from CTB 35** = CTB 35 T1 LP Check Meter 1 (SN: 160004553) + CTB 35 T1 LP Check Meter 2(SN: 160004552) + CTB 35 HP Check Meter(SN: 160000400) + CTB 35 T2 LP Check Meter 1 (SN: 160072936) + CTB 35 T2 LP Check Meter 2(SN: 160099587) + CTB 35 Gas Lift meter (SN: 160004588) -CTB 35 Gas Lift Buy Back (SN: 160004590) -Total Gas Lift

**Total Gas Lift** = Sum of all well gas lift meters

CTB 35 Produced Gas = CTB 35 T1 LP Check Meter 1 (SN: 160004553) + CTB 35 T1 LP Check Meter 2(SN: 160004552) + CTB 35 HP Check Meter(SN: 16000400) + CTB 35 T2 LP Check Meter 1 (SN: 160072936) + CTB 35 T2 LP Check Meter 2(SN: 160099587) + CTB 35 Gas Lift meter (SN: 160004588) -CTB 35 Gas Lift Buy Back (SN: 160004590)

*CTB* 35 *Oil* = *CTB* 35 *LACT A* (*SN*: 1726*E*10014) + *CTB* 35 *LACT B*(*SN*: 1802*E*10071)





HHNM Section 12 Central Tank Battery

### Oil & Gas metering:

The central tank battery (HHNM Section 12 CTB) is located in the SWNE corner of Sec. 12, T26S, R27E. Gas will be metered before leaving the CTB. From there it will be gathered, compressed and sold at a common central delivery point (CDP) gas sales, as well as a gas compression station that takes combined suction gas from Section 10 CTB, Section 9 CTB, Section 35 CTB, Section 12 CTB, future Section 25 CTB and other future CTBs. This compressor station sends gas either to a high pressure sales point (third party) or to a gas lift system. The produced water will go to common water tanks on location and then to a Chevon water disposal system, recycled, or third party SWD station. In order to meet all commingling requirements, the HHNM Section 12 CTB production will be produced and metered prior to leaving the CTB. Oil from all wells will be sent to common oil tanks and sold through common LACT units (SN: TBD and SN: TBD). All wells will be tested monthly in order to meet all federal and state requirements regardless of the phase of decline. The value of gas will not be affected due to different formations as BTUs are expected to be the same or similar.

### **Gas Processing:**

Gas from HHNM CTB 12 will flow to the HHNM Section 10 Rental Compressor Station, or the HHNM Section 10 Electric Compressor Station. The CTB's gas will be continuously measured utilizing orifice meters fitted with EFM flow computers located at HHNM Section 12 CTB (Low pressure: SN: TBD and SN: TBD) prior to entering the Compressor Station suction or sales. Compressed gas will be utilized for gas lift of wells producing into Section 12 CTB. Total gas lift volumes for each well will be measured through individual well gas lift orifice meters fitted with Total Flow EFM flow computers.

Third party gas sales meters are located in the NE/NE of Section 10 of T26S-R27E.

Gas lift Well Meters:

# Future Well Name

Cicada Unit 45H Cicada Unit 47H Cicada Unit 48H Cicada Unit 50H Cicada Unit 56H Cicada Unit 57H Cicada Unit 58H Cicada Unit 59H Cicada Unit 60H Cicada Unit 61H Cicada Unit 62H Cicada Unit 63H Cicada Unit 64H Cicada Unit 65H Cicada Unit 66H Cicada Unit 67H

### **Gas Lift Meter SN**

TBD

HHNM Section 12 Central Tank Battery

Cicada Unit 68H Cicada Unit 83H Cicada Unit 84H Cicada Unit 80H Cicada Unit 81H Cicada Unit 82H BULLEIT 13 24 FEDERAL COM 220H BULLEIT 13 24 FEDERAL COM 221H BULLEIT 13 24 FEDERAL COM 222H BULLEIT 13 24 FEDERAL COM 223H WALKERS 13 24 FEDERAL COM 430H WALKERS 13 24 FEDERAL COM 431H WALKERS 13 24 FEDERAL COM 432H WALKERS 13 24 FEDERAL COM 433H JAMESON 13 24 FEDERAL COM 434H JAMESON 13 24 FEDERAL COM 435H JAMESON 13 24 FEDERAL COM 436H JAMESON 13 24 FEDERAL COM 437H BULLEIT 13 24 FEDERAL COM 155H BULLEIT 13 24 FEDERAL COM 156H BULLEIT 13 24 FEDERAL COM 255H BULLEIT 13 24 FEDERAL COM 256H BULLEIT 13 24 FEDERAL COM 257H BULLEIT 13 24 FEDERAL COM 258H

# **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility flow diagram (Exhibit O) and map (Exhibit S) which shows the lease boundaries, locations of well surface holes, and locations of the flow lines, facility, and gas sales meter. The commingling of this will not result in reduced royalty or improper measurement of production. The proposed commingling of gas for gas lift/artificial lift of wells will reduce the number of surface facilities, provide for a more economic facility design and reduce overall emissions by having more efficient gas compression utilization - specifically centralized electric compression for the majority of all gas.

Chevron U.S.A. Inc. understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

# Exhibit N

**Total Sales Gas from CTB 12** = CTB 12 T1 LP Check Meter 1 (SN:TBD) + CTB 12 T1 LP Check Meter 2(SN:TBD) - Total Gas Lift

## **Total Gas Lift** = Sum of all well gas lift meters

# CTB 12 Produced Gas

= CTB 12 T1 LP Check Meter 1 (SN:TBD)

+ CTB 12 T1 LP Check Meter 2(SN: TBD) + CTB 12 HP Check Meter(SN: TBD)

# CTB 12 Produced Gas

- = CTB 12 T1 LP Check Meter 1 (SN:TBD)
- + CTB 12 T1 LP Check Meter 2(SN:TBD)
- + CTB 12 T2 LP Check Meter 1 (SN: TBD)
- + CTB 12 T2 LP Check Meter 2(SN:TBD) + CTB 12 Gas Lift meter (SN:TBD)
- CTB 12 Gas Lift Buy Back (SN: TBD)

CTB 12 Oil = CTB 12 LACT A (SN:TBD) + CTB 12 LACT B(SN:TBD)+ CTB 12 LACT C(SN:TBD)




APPLICATION FOR COMMINGLING AT A COMMON CENTRAL TANK BATTERY Chevron U.S.A. Inc.

HHNM Section 25 Central Tank Battery

#### Oil & Gas metering:

The central tank battery (HHNM Section 25 CTB) is located in the SENW corner of Sec. 25, T26S, R27E. Gas will be metered before leaving the CTB through low pressure line. From there it will be gathered, compressed and sold at a common central delivery point (CDP) gas sales, as well as a gas compression station that takes combined suction gas from Section 25 CTB, Section 10 CTB, Section 9 CTB, Section 35 CTB and Section 12 CTB. This compressor station sends gas either to a high pressure sales point (third party) or to a gas lift system. The produced water will go to common water tanks on location and then to a Chevon water disposal system, recycled, or third party SWD station. In order to meet all commingling requirements, the HHNM Section 10 CTB production will be produced and metered prior to leaving the CTB. Oil from all wells will be sent to common oil tanks and sold through common LACT units (SN: TBC and SN: TBC). All wells will be tested monthly in order to meet all federal and state requirements regardless of the phase of decline. The value of gas will not be affected due to different formations as BTUs are expected to be the same or similar.

#### **Gas Processing:**

Gas from HHNM CTB 25 will flow to the HHNM Section 10 Rental Compressor Station, or the HHNM Section 10 Electric Compressor Station. The CTB's gas will be continuously measured utilizing orifice meters fitted with EFM flow computers located at HHNM Section 25 CTB (Low pressure: SN TBC) prior to entering the Compressor Station suction or sales. Compressed gas will be utilized for gas lift of wells producing into Section 25 CTB. Total gas lift volumes for each well will be measured through individual well gas lift orifice meters fitted with Total Flow EFM flow computers.

Third party gas sales meters are located in the NE/NE of Section 10 of T26S-R27E.

Gas lift Well Meters:

Well Name	Gas Lift Meter SN
KESSLER 25 36 STATE COM 438H	TBD
KESSLER 25 36 STATE COM 439H	TBD
KESSLER 25 36 STATE COM 440H	TBD
KESSLER 25 36 STATE COM 441H	TBD
JIM BEAM 25 36 STATE COM 442H	TBD
JIM BEAM 25 36 STATE COM 443H	TBD
JIM BEAM 25 36 STATE COM 444H	TBD
JIM BEAM 25 36 STATE COM 445H	TBD
BAILEYS 25 36 STATE COM 234H	TBD
BAILEYS 25 36 STATE COM 235H	TBD
BAILEYS 25 36 STATE COM 236H	TBD
BAILEYS 25 36 STATE COM 237H	TBD
KESSLER 25 36 STATE COM 638H	TBD
KESSLER 25 36 STATE COM 538H	TBD
KESSLER 25 36 STATE COM 639H	TBD
JIM BEAM 25 36 STATE COM 539H	TBD
JIM BEAM 25 36 STATE COM 640H	TBD

### APPLICATION FOR COMMINGLING AT A COMMON CENTRAL TANK BATTERY Chevron U.S.A. Inc.

HHNM Section 25 Central Tank Battery

JIM BEAM 25 36 STATE COM 540H	
BAILEYS 25 36 STATE COM 136H	TBD
BAILEYS 25 36 STATE COM 261H	TBD
BAILEYS 25 36 STATE COM 137H	TBD
BAILEYS 25 36 STATE COM 262H	TBD
BAILEYS 25 36 STATE COM 134H	TBD
BAILEYS 25 36 STATE COM 259H	TBD
BAILEYS 25 36 STATE COM 135H	TBD
BAILEYS 25 36 STATE COM 260H	TBD

Future wells: TBD

#### **Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility flow diagram (Exhibit R) and map (Exhibit S) which shows the lease boundaries, locations of well surface holes, and locations of the flow lines, facility, and oil/gas sales meter. The commingling of this will not result in reduced royalty or improper measurement of production. The proposed commingling of gas for gas lift/artificial lift of wells will reduce the number of surface facilities, provide for a more economic facility design and reduce overall emissions by having more efficient gas compression utilization —specifically centralized electric compression for the majority of all gas.

Chevron U.S.A. Inc. understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

# Exhibit Q

**Total Sales Gas from CTB 25** = CTB 25 T1 LP Check Meter 1 (SN:TBD) + CTB 25 T1 LP Check Meter 2(SN:TBD) + CTB 25 HP Check Meter(SN:TBD)- Total Gas Lift

# **Total Gas Lift** = Sum of all well gas lift meters

# CTB 25 Produced Gas

= CTB 25 T1 LP Check Meter 1 (SN:TBD)

+ CTB 25 T1 LP Check Meter 2(SN:TBD) + CTB 25 HP Check Meter(SN:TBD)

 $CTB \ 25 \ Oil = \ CTB \ 25 \ LACT \ A \ (SN: TBD \ ) + CTB \ 25 \ LACT \ B(SN: TBD)$ 



<ul> <li>Right of Way</li> <li>WFMP Flowline Cluster</li> <li>Gas Lift Line</li> <li>Temp Water Line</li> <li>LOW PSI Gas Line</li> <li>HI PSI Gas Line</li> <li>Skim Oil Flowline</li> <li>Blanket Gas Line</li> <li>Frac Water Pipeline</li> <li>Recycled Water Line</li> <li>Existing Fence Line</li> <li>Proposed Excel ROW</li> <li>Proposed Enterprise ROW</li> <li>Built Site</li> <li>Under Construction</li> <li>Prospects</li> <li>CICADA Unit Area</li> <li>Comm 138618</li> <li>BLM Oil and Gas FMP</li> </ul>		GEND Section Line	-	     	
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Engineers • Surveyors Environmental Consultants Shreveport ● New Orleans ● Baton Rouge ● Lafayette ● Houston 135 Regency Square Lafayette, LA 70508 Phone 337.237.2200 Fax 337.232.3299 www.fenstermaker.com

Released to Imaging: 8/9/2024 11:10:38 AM

2000' 1000 1000' Scale: 1" = 1000'









# EXHIBIT S

Page 41 of 305

Sec. 19 State of New Mexico			
Sec. 30 State of New Mexico			
REVISIONS HHNM OIL	ON U.S.A. INC AND GAS STRATEGY MAP URST WORK AREA T25S-R27E T26S-R27E	DRAWN BY: DMB PROJ. MGR.: ECF DATE: October 27, 2023	

EDDY COUNTY, NEW MEXICO

FILENAME: T:\2015\2153297\DWG\HHNM Oil and Gas Strategy Map\_R3.dwg

SCALE: 1" = 1000'

# Exhibit T

# Gas Data

Pricing table:

- Assuming crude price is \$50
- Estimate gas value about \$3/Mcf.

Gas Statement:

• "The commingling of gas between the captioned wells will not have an impact on the value of the production, as the gas to be commingled is produced from a common pool with similar BTUs."

## Exhibit U – Draft COMM Agreements

- COMM for Sections 13 & 24 (Pkgs 32, 36, 37 & 39)
  - E2 FED CA (Bulleit)
  - E2 FED CA (Jameson)
  - E2 State CA (Bulleit)
  - E2 State CA (Jameson)
  - W2 FED CA (Bulleit)
  - W2 FED CA (Walkers)
  - W2 State CA (Bulleit)
  - W2 State CA (Walkers)
- COMM for Sections 16 & 21 (Pkgs 40 & 41)
  - E2 FED CA (Few)
  - E2 State CA (Few)
  - W2 FED CA (Rye One)
  - W2 State CA (Rye One)
- COMM for Sections 25 & 36 (Pkgs 42, 43, 44, 50, 58 & 59)
  - E2 State CA (Baileys)
  - E2 State CA (Jim Beam)
  - W2 State CA (Baileys)
  - W2 State VA (Kessler)
- COMM for Sections 35 & 36 (Pkg 29)
  - N2 FED CA (Patron)
  - N2 State CA (Patron)
  - S2 FED CA (Patron)
  - S2 State CA (Patron)

Exhibit - Draft COMM Agreement COMM for Sections 13 and 24 E2 FED CA (Bulleit)

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

E/2 of Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is , and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

Date

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# ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title:

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

# SHARBRO ENERGY LLC

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

Printed Name:

Title:

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

# ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, for Sharbro Energy LLC, a \_\_\_\_\_\_ corporation, on behalf of said limited liability company.

Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the E/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

BULLEIT 13 24 FEDERAL COM 223H BULLEIT 13 24 FEDERAL COM 156H BULLEIT 13 24 FEDERAL COM 257H BULLEIT 13 24 FEDERAL COM 258H



# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

# DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 13: NW/	
Number of Acres:	120	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	
<u>Tra</u>	<u>uct No. 2</u>	
Lease Serial Number:	NMNM 120350	
Description of Land Committed: Township 26 South, Range 27 Eas N.M.P.M., Section 13: SW/4		
Number of Acres:	200	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

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# Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed: Township 26 South, Range 27 E N.M.P.M., Section 24: NW/4		
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed: Township 26 South, Range 27 H N.M.P.M., Section 24: SW/4		
	1 0	
Number of Acres:	1 0	
Number of Acres: Current Lessee of Record:	N.M.P.M., Section 24: SW/4	
	N.M.P.M., Section 24: SW/4	Ļ

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120	18.75%
2	200	31.25%
3	160	25%
4	160	25%

640

100.00%

Exhibit - Draft COMM Agreement COMM for Sections 13 and 24 E2 FED CA (Jameson)

## Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

E/2 of Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is , and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

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# ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title:

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

# SHARBRO ENERGY LLC

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

Printed Name:

Title:

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

# ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, for Sharbro Energy LLC, a \_\_\_\_\_\_ corporation, on behalf of said limited liability company.

Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the E/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

JAMESON 13 24 FEDERAL COM 434H JAMESON 13 24 FEDERAL COM 435H JAMESON 13 24 FEDERAL COM 436H JAMESON 13 24 FEDERAL COM 437H



# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 13: NW/	
Number of Acres:	120	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	
Tra	<u>uct No. 2</u>	
Lease Serial Number:	NMNM 120350	
Description of Land Committed: Township 26 South, Range 27 Eas N.M.P.M., Section 13: SW/4		
Number of Acres:	200	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

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# Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed: Township 26 South, Range 27 E N.M.P.M., Section 24: NW/4		
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed: Township 26 South, Range 27 H N.M.P.M., Section 24: SW/4		
	1 0	
Number of Acres:	1 0	
Number of Acres: Current Lessee of Record:	N.M.P.M., Section 24: SW/4	
	N.M.P.M., Section 24: SW/4	Ļ

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120	18.75%
2	200	31.25%
3	160	25%
4	160	25%

640

100.00%

Recently is c Draft COMM Agreement COMM for Sections 13 and 24 E2 State CA (Bulleit)

NM State Land Office Oil, Gas, & Minerals Division

## STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

#### ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions E/2		,
Sect(s) 13 & 24, T 26S, R 27E, NMP	MEDDY	_County, NM
containing 640 acres, more of	or less, and this agreement shall include only t	the
	BONE SPRING	Formation
or pool underlying said lands and the OIL	AND GAS	

or pool, underlying said lands and the OIL AND GAS

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator CHEVRON U.S.A. INC. Lessees of Record CHEVRON U.S.A. INC.

By\_

Print name of person

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgment in an Individual Capacity
--

State of)	
County of) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgme	ent in a Representative Capacity
State of)	
County of) <sup>SS)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

		(Name and Title of Authorized Agent)	
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument wa Name(s) of Perso	as acknowledged before me on on(s)	DateBy	
(Seal)		Signature of Notarial Offic	
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	Acknowledgment in an R	epresentative Capacity	
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County of This instrument wa	) as acknowledged before me on	Date: By: Signature of Notarial Offi	

		(Name and Title of Authorized Agent)	
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument wa Name(s) of Perso	as acknowledged before me on on(s)	DateBy	
(Seal)		Signature of Notarial Offic	
		My commission expires:	
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County of	) as acknowledged before me on	Date:By:_	
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County of This instrument wa	) as acknowledged before me on	Date: By: _	

	of Record: V0-7638; CHEVE	(Name and Title of Authorized Agen	t)
		(Signature of Authorized Agent)	
	Acknowledgment in an	ı Individual Capacity	
State of	)		
County of	SS) )		
This instrument was Name(s) of Person(	acknowledged before me on	DateBy	
(Seal)		Signature of Notarial Offic	
		My commission expires:	
	Acknowledgment in an R	Representative Capacity	
State of	)		
	SS)		
County of	)		
	) acknowledged before me on	Date:	_By:
		Date:	_By:
		Date:	

	ee of Record: <u>V0-7652; CHEVR</u>	(Name and Title of Authorized Age	BY: nt)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument was Name(s) of Perso	as acknowledged before me on on(s)	DateBy	
(Seal)		Signature of Notarial Offic	
		My commission expires:	
	Acknowledgment in an R	epresentative Capacity	
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State of	)		
	) SS) )		
County of	) SS) ) as acknowledged before me on	Date:	_By:_
County of	) as acknowledged before me on	Date:	_By:
County of This instrument wa	) as acknowledged before me on	Date: Signature of Nota	
### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

#### ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions E/2		
Sect(s) 13 &14, T 26S, R 27E, NM	PMEDDY	_County, NM
containing 640 acres, more	e or less, and this agreement shall include only	the
WOL	_FCAMP	Formation
or pool, underlying said lands and the	OIL AND GAS	

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator\_ CHEVRON U.S.A. INC. Lessees of Record\_ CHEVRON U.S.A. INC.

By\_

Print name of person

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

ment in an Individual Capacity
DATE
Signature of Notarial Officer
My commission expires:
DATE
Name of party on behalf of whom instrument was executed
Name of party on behalf of whom instrument was executed

My commission expires:

.

	e of Record: NMNM 138828;	CHEVICON 0.5.A. INC.	BY:
		<u>(Name and Title of Authorized Agen</u>	t)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument was Name(s) of Persor	s acknowledged before me on n(s)	DateBy	
	(Seal)	Signature of Notari	al Office
		My commission expires:	
	Acknowledgment in an R	epresentative Capacity	
	Acknowledgment in an R ) SS)	epresentative Capacity	
	)	epresentative Capacity	
County of	)	epresentative Capacity Date:	_By: _
County of	) SS) ) s acknowledged before me on		_By: _
	) SS) ) s acknowledged before me on		

Lease # and Lessee of Record:		CHEVRON U.S.A. INC. BY
		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS) )	
This instrument was ack Name(s) of Person(s)	nowledged before me on	DateBy
(Seal	l)	Signature of Notarial Off
		My commission expires:
	Acknowledgment in an R	epresentative Capacity
State of	) SS)	
County of	)	
This instrument was ack	nowledged before me on	Date:By:
Name(s) of Person(s)		
(Seal	1)	Signature of Notarial Off

Lease # and Lessee	of Record:V0-7638; CHEVE	RON U.S.A. INC. BY:
		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS) )	
This instrument was Name(s) of Person(	acknowledged before me on	DateBy
	(Seal)	Signature of Notarial Office
		My commission expires:
	Acknowledgment in an R	epresentative Capacity
State of	)	
County of	SS) )	
This instrument was	acknowledged before me on	Date:By:_
Name(s) of Person(	s)	
	(Seal)	Signature of Notarial Office

		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS) )	
This instrument was Name(s) of Person	acknowledged before me on	DateBy
	(Seal)	Signature of Notarial Off
		My commission expires:
	Acknowledgment in an R	epresentative Capacity
State of	) SS)	
County of	)	
	acknowledged before me on	Date:By:
This instrument was	-	
Name(s) of Person		
		Signature of Notarial Off

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the E/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

JAMESON 13 24 FEDERAL COM 434H JAMESON 13 24 FEDERAL COM 435H JAMESON 13 24 FEDERAL COM 436H JAMESON 13 24 FEDERAL COM 437H



# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 13: NW/	
Number of Acres:	120	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	
<u>Tra</u>	<u>uct No. 2</u>	
Lease Serial Number:	NMNM 120350	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 13: SW/	
Number of Acres:	200	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

.

# Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 24: NW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed:		
	Township 26 South, Range 2 N.M.P.M., Section 24: SW/4	
Number of Acres:	1 0	
Number of Acres: Current Lessee of Record:	N.M.P.M., Section 24: SW/4	
	N.M.P.M., Section 24: SW/4	Ļ

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120	18.75%
2	200	31.25%
3	160	25%
4	160	25%

640

100.00%

# Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

W/2 of Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is \_\_\_\_\_\_, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to end of the Secretary of the Interior.

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at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

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# ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

#### WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title: \_\_\_\_\_\_

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

## SHARBRO ENERGY LLC

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

Printed Name:

Title:

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

### ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, for Sharbro Energy LLC, a \_\_\_\_\_\_ corporation, on behalf of said limited liability company.

Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the W/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells: BULLEIT 13 24 FEDERAL COM 220H BULLEIT 13 24 FEDERAL COM 221H BULLEIT 13 24 FEDERAL COM 222H BULLEIT 13 24 FEDERAL COM 256H BULLEIT 13 24 FEDERAL COM 155H BULLEIT 13 24 FEDERAL COM 255H



# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 13: NW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	
Tra	<u>uct No. 2</u>	
Lease Serial Number:	NMNM 120350	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 13: SW/	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

# Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed:	Land Committed: Township 26 South, Range 27 East, N.M.P.M., Section 24: NW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 24: SW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	98.125%
	Sharbro Energy LLC	1.875%

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	25%
2	160	25%
3	160	25%
4	160	25%

640

100.00%

Exhibit - Draft COMM Agreement COMM for Sections 13 and 24 W2 FED CA (Walkers)

#### Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

W/2 of Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is \_\_\_\_\_, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

.

# ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

#### WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title:

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

#### SHARBRO ENERGY LLC

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

Printed Name:

Title:

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

### ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, for Sharbro Energy LLC, a \_\_\_\_\_\_ corporation, on behalf of said limited liability company.

Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the W/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

WALKERS 13 24 FEDERAL COM 430H WALKERS 13 24 FEDERAL COM 431H WALKERS 13 24 FEDERAL COM 432H WALKERS 13 24 FEDERAL COM 433H

11		12
	Tract 1 NMNM 138828	
14	Tract 2 NMNM 120350	12
14		13
	Tract 3 V0-7638	
	Tract 4 V0-7652	
23		24

# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828		
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 13: NW/4		
Number of Acres:	160		
Current Lessee of Record:	Chevron U.S.A. Inc.	100%	
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%	
ORRI Owners:	None		
Tra	<u>ect No. 2</u>		
Lease Serial Number:	NMNM 120350		
Description of Land Committed:	Land Committed: Township 26 South, Range 27 East N.M.P.M., Section 13: SW/4		
Number of Acres:	160		
Current Lessee of Record:	Chevron U.S.A. Inc.	100%	
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%	
ORRI Owners:	None		

# Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 24: NW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 24: SW/4	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	98.125%
U	Sharbro Energy LLC	1.875%

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	25%
2	160	25%
3	160	25%
4	160	25%

640

100.00%

Exhibit - Draft COMM Agreement Received by OCD: 12/21/2023 11:45:55 AM COMM for Sections 13 and 24 W2 State CA (Bulleit)

> NM State Land Office Oil, Gas, & Minerals Division

#### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

# ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions W/2	,
Sect(s) <u>13 &amp;24</u> , T <u>26S</u> , R <u>27E</u> , NMPM EDDY	County, NM
containing 640 acres, more or less, and this agreement shall include only t	he
BONE SPRING	Formation
or pool, underlying said lands and the OIL AND GAS	

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator CHEVRON U.S.A. INC. Lessees of Record CHEVRON U.S.A. INC.

By\_

Print name of person

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee
State of)		
County of		
This instrument was acknowledged before		
		DATE
By		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
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Ackno	wledgme	ent in a Representative Capacity
State of	_)	
County of	_) <sup>SS)</sup>	
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		DATE
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Name(s) of Person(s)		
as	of	
Type of authority, e.g., officer, trustee, etc		Name of party on behalf of whom instrument was executed
(Seal)		Signature of Notarial Officer
		My commission expires:

Acknowledgment in an Individual Capacity

		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
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State of	)	
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		Date:By:_
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(Seal)	Signature of Notarial Office
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SS) County of ) This instrument was acknowledged before me on	

### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

#### ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions W/2		,
Sect(s) 13 & 24, T 26S	_, R_27E_, NMPM_EDDY	County, NM
containing 640	acres, more or less, and this agreement sh	all include only the
WOLFCAMP		Formation

or pool, underlying said lands and the OIL AND GAS

(hereinafter referred to as "communitized substances") producible from such formation.

. . . . .

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator CHEVRON U.S.A. INC. Lessees of Record CHEVRON U.S.A. INC.

By\_

Print name of person

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgment in an Individual Cap	pacity
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State of TEXAS	
State of TEXAS ) County of HARRIS ) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgm	ent in a Representative Capacity
-	
State of) County of) <sup>SS)</sup>	
This instrument was acknowledged before me on	DATE
By	
Name(s) of Person(s)	
asof_	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

		(Name and Title of Authorized Agent)	
		(Signature of Authorized Agent)	
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	(Name and Title of Authorized Agent)	
	(Signature of Authorized Agent)	
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This instrument was acknowledged before me on Name(s) of Person(s)	DateBy	
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	My commission expires:	
Acknowledgment in an I	Representative Capacity	
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SS) County of ) This instrument was acknowledged before me on	Date:]	

	ee of Record: <u>NMNM 138828; (</u>	(Name and Title of Authorized Agent)	
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
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		EVRON U.S.A. INC. (Name and Title of Authorized Agent	:)
		(Signature of Authorized Agent)	
	Acknowledgment in an I	ndividual Capacity	
State of	)		
County of	SS) )		
This instrument w Name(s) of Pers	as acknowledged before me on on(s)	DateBy	
	(Seal)	Signature of Notaria	al Office
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	) SS) )		
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State of County of This instrument w Name(s) of Pers	SS) ) as acknowledged before me on	Date:	By:
County of This instrument w	SS) ) as acknowledged before me on	Date: Signature of Notaria	

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the W/2 Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

WALKERS 13 24 FEDERAL COM 430H WALKERS 13 24 FEDERAL COM 431H WALKERS 13 24 FEDERAL COM 432H WALKERS 13 24 FEDERAL COM 433H

11		12
	Tract 1 NMNM 138828	
14	Tract 2 NMNM 120350	12
14		13
	Tract 3 V0-7638	
	Tract 4 V0-7652	
23		24

# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 13 and 24, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMNM 138828	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 13: NW/	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	
Tra	<u>uct No. 2</u>	
Lease Serial Number:	NMNM 120350	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 13: SW/	
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

## Tract No. 3

Lease Serial Number:	V0-7638	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 24: NW/	-
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Sharbro Energy LLC	98.125% 1.875%
ORRI Owners:	None	
<u>Tra</u>	act No. 4	
Lease Serial Number:	V0-7652	
Description of Land Committed:	Township 26 South, Range 2 N.M.P.M., Section 24: SW/4	-
Number of Acres:	160	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	98.125%
	Sharbro Energy LLC	1.875%

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	25%
2	160	25%
3	160	25%
4	160	25%

640

100.00%

## Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

E/2 of Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is , and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

.

# ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

.

#### WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title: \_\_\_\_\_

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

#### CHEVRON MIDCONTINENT, L.P., by Chevron Midcontinent Operations LLC, its General Partner

By:	

Printed Name: \_\_\_\_\_

Title:

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

#### **LESSEES OF RECORD**

#### CHISHOLM ENERGY OPERATING, LLC

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

Printed Name:

Title: \_\_\_\_\_

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

### OXY Y-1 COMPANY

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

Printed Name: \_\_\_\_\_

Title:

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

## ACKNOWLEDGMENTS

STATE OF TEXAS § SCOUNTY OF §

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF <u>HARRIS</u>)

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for **Chevron Midcontinent Operations LLC**, a Delaware limited liability company, as General Partner of Chevron Midcontinent, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ SCOUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for **Chisholm Energy Operating LLC**, a \_\_\_\_\_\_ limited liability company, on behalf of said limited liability company.

Notary Public

STATE OF TEXAS §
SCOUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_\_, for OXY Y-1 Company, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the E/2 Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

FEW 16 21 FEDERAL COM 426H30-015-53731FEW 16 21 FEDERAL COM 427H30-015-53699FEW 16 21 FEDERAL COM 428H30-015-53516FEW 16 21 FEDERAL COM 429H30-015-53581



# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	State of New Mexico V0-73	385
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 16: E/2	27 East,
Number of Acres:	320	
Current Lessee of Record:	Chisholm Energy Operating	, LLC 100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	Nearburg Production Compa	ny
	Nearburg Exploration Compa	any, LLC
	Nestegg Energy Corporation	
<u>T</u>	ract No. 2	
Lease Serial Number:	NMNM 100549	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 21: E/2	27 East,
Number of Acres:	320	
Current Lessee of Record:	Chevron U.S.A. Inc. Chevron Midcontinent, L.P. Oxy Y-1 Company	59.4% 30.6% 10%
Name of Working Interest Owners:	Chevron U.S.A. Inc. Chevron Midcontinent, L.P.	69.4% 30.6%
ORRI Owners:	Oxy Y-1 Company	0.75%

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# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1 	320 <u>320</u>	50% 50%
Total	640	100.00%

Rece Exhibit C Draft 2GOMM/Agreement COMM for Sections 16 and 21 E2 State CA (Few)

> **NM State Land Office Oil, Gas, & Minerals Division**

#### **STATE/FEDERAL OR** STATE/FEDERAL/FEE

Revised June, 2022

#### **ONLINE Version COMMUNITIZATION AGREEMENT**

\_ 53699 API Initial Well: 30-0 15

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions E/2		,
Sect(s) 16 & 21, T 26S	_, R_27E_, <sub>NMPM</sub> EDDY	County, NM
containing 640	acres, more or less, and this agreement	shall include only the
	WOLFCAMP	Formation
or pool, underlying said	lands and the OIL AND GAS	

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator CHEVRON U.S.A. INC.	Lessees of Record CHEVRON U.S.A. INC.
Ву	CHEVRON MIDCONTINENT, L.P.
Print name of person	CHISHOLM ENERGY OPERATING, LLC
Type of authority	OXY Y-1 COMPANY

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
-	nt in a Representative Capacity
State of)	
County of) <sup>SS)</sup> This instrument was acknowledged before me on	
This hist unleft was acknowledged before the on	DATE
By	
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

Acknowledgment in an Individual Capacity

Acknowledgn	nent in an Individual Capacity
State of)	
County of) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>S S)</sup> This instrument was acknowledged before me on	DATE
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
<u> </u>	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgme	ent in a Representative Capacity
State of)	
County of) <sup>SS)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

Acknowledgment in an Individual Capacity
State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
-	nt in a Representative Capacity
State of)	
County of) <sup>SS)</sup> This instrument was acknowledged before me on	
This hist unleft was acknowledged before the on	DATE
By	
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

Acknowledgment in an Individual Capacity

	DLM ENERGY OPERATING, LLC       BY:        (Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in a	n Individual Capacity
State of )	
County of SS)	
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an I	Representative Capacity
State of )	
SS)	
County of )	
This instrument was acknowledged before me on	Date:By:_
	Date:By:_
This instrument was acknowledged before me on	Date:By: _B

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the E/2 Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

FEW 16 21 FEDERAL COM 426H30-015-53731FEW 16 21 FEDERAL COM 427H30-015-53699FEW 16 21 FEDERAL COM 428H30-015-53516FEW 16 21 FEDERAL COM 429H30-015-53581



## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	State of New Mexico V0-7385	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 16: E/2	
Number of Acres:	320	
Current Lessee of Record:	Chisholm Energy Operating, LLC 100%	
Name of Working Interest Owners:	Chevron U.S.A. Inc. 100%	
ORRI Owners:	Nearburg Production Company	
	Nearburg Exploration Company, LLC	
	Nestegg Energy Corporation	
<u>Tra</u>	<u>ct No. 2</u>	
Lease Serial Number:	NMNM 100549	
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 21: E/2	
Number of Acres:	320	
Current Lessee of Record:	Chevron U.S.A. Inc.59.4%Chevron Midcontinent, L.P.30.6%Oxy Y-1 Company10%	
Name of Working Interest Owners:	Chevron U.S.A. Inc. 69.4%	
6	Chevron Midcontinent, L.P. 30.6%	

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# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1 	320 <u>320</u>	50% 50%
Total	640	100.00%

Lease # and Lessee of Record:			BY:
		(Name and Title of Authorized Agent)	
		(Signature of Authorized Agent)	
A	cknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument was acknowle Name(s) of Person(s)	dged before me on	DateBy	
(Seal)		Signature of Notarial	Office
		My commission expires:	
Ack	nowledgment in an Ro	epresentative Capacity	
State of	)		
	SS)		
	SS) )		
County of	)	Date: H	Зу:_
County of	)	Date: H	3y:_
County of This instrument was acknowle	)	Date: H	

Lease # and Lessee of Record:NMNM 100549; CHEVRON MIDCONTINENT, L.P.		BY:	
		(Name and Title of Authorized Agen	t)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	) SS)		
County of	)		
This instrument was a Name(s) of Person(s)	cknowledged before me on	DateBy	
(5	Seal)	Signature of Notar	ial Office
		My commission expires:	
	Acknowledgment in an R	epresentative Capacity	
State of	)		
State of	SS)		
	) SS) )		
County of	SS) ) cknowledged before me on	Date:	_By:_
County of	)	Date:	_By:_
Name(s) of Person(s)	)	Date:	

Lease # and Lessee of Record: NMNM 100549; OXY Y-1 COMPANY		
		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS) )	
This instrument was Name(s) of Person(	acknowledged before me on	DateBy
	(Seal)	Signature of Notarial Off
My commissio		My commission expires:
	Acknowledgment in an R	epresentative Capacity
State of	) SS)	
County of	)	
		Deter
This instrument was	acknowledged before me on	Date:By:
This instrument was		Date:By:
		Date:By: Signature of Notarial Off

Exhibit - Draft COMM Agreement COMM for Sections 16 and 21 W2 FED CA (Rye One)

#### Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

W/2 of Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **640** acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is \_\_\_\_\_, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

.

## ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

.

## WORKING INTEREST OWNERS and/or LESSEES OF RECORD

#### CHEVRON U.S.A. INC.

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

Printed Name:

Title: \_\_\_\_\_

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

### CHEVRON MIDCONTINENT, L.P., by Chevron Midcontinent Operations LLC, its General Partner

By:	

Printed Name: \_\_\_\_\_

Title:

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

## **LESSEES OF RECORD**

## CONCHO OIL & GAS LLC / COG OPERATING LLC

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

Printed Name:

Title: \_\_\_\_\_

Date:

### OXY Y-1 COMPANY

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

Printed Name:

Title: \_\_\_\_\_

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

## ACKNOWLEDGMENTS

STATE OF TEXAS § SCOUNTY OF §

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF <u>HARRIS</u>)

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for **Chevron Midcontinent Operations LLC**, a Delaware limited liability company, as General Partner of Chevron Midcontinent, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, as Attorney-in-Fact for Concho Oil & Gas LLC / COG Operating LLC, a \_\_\_\_\_\_ limited liability company, on behalf of said limited liability company.

Notary Public

STATE OF TEXAS §
SCOUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_\_, for OXY Y-1 Company, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the W/2 Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

RYE ONE 16 21 FEDERAL COM 422H	30-015-53739
RYE ONE 16 21 FEDERAL COM 423H	30-015-53738
RYE ONE 16 21 FEDERAL COM 424H	30-015-53801
RYE ONE 16 21 FEDERAL COM 425H	30-015-53737



## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	State of New Mexico V0-73	398
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 16: W/2	27 East,
Number of Acres:	320	
Current Lessee of Record:	Concho Oil & Gas LLC / Co	OG Operating LLC 100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	Nestegg Energy Corporation	
Trac	<u>et No. 2</u>	
Lease Serial Number:	NMNM 100549	
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 21: W/2	27 East,
Number of Acres:	320	
	Chevron U.S.A. Inc. Chevron Midcontinent, L.P. Oxy Y-1 Company	59.4% 30.6% 10%
e	Chevron U.S.A. Inc. Chevron Midcontinent, L.P.	69.4% 30.6%
ORRI Owners:	Oxy Y-1 Company	0.75%

# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1 2	320 <u>320</u>	50% 50%
Total	640	100.00%

#### Page 165 of 305

## STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

# ONLINE Version

# COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 \_ 53738

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Subdivisions W/2	,
Sect(s) 16 & 21, T 26S , R 27E , NMPM EDDY	County, NM
containing 640acres, more or less, and this agreement shall inc	clude only the
WOLFCAMP	Formation
or pool, underlying said lands and the OIL AND GAS	

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

 Operator\_CHEVRON U.S.A. INC.
 Lessees of Record\_CHEVRON U.S.A. INC.

 By\_\_\_\_\_\_
 Print name of person
 CHEVRON MIDCONTINENT, L.P.

 Type of authority
 CONCHO OIL & GAS LLC/COG OPERATING LLC

 OXY Y-1 COMPANY
 OXY Y-1 COMPANY

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgmer	nt in an Individual Capacity
State of)	
County of) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
1	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of)         County of)^S \$ )         This instrument was acknowledged before me on	in a Representative Capacity
By	
Name(s) of Person(s)	
asof	
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

State/Fed/Fee

Acknowledgment in an l	Individual Capacity
State of)	
County of) <sup>\$\$</sup>	
This instrument was acknowledged before me on	
DATE	
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>S S )</sup> This instrument was acknowledged before me on	DATE
By Name(s) of Person(s)	
as	
Type of authority, e.g., officer, trustee, etc Name of	
(Seal)	Signature of Notarial Officer
	My commission expires:

State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
	DATE
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>S S )</sup> This instrument was acknowledged before me on	ent in a Representative Capacity
By	
Name(s) of Person(s)	
asofofof	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

Acknowledgment in an Individual Capacity

Acknowledgme	ent in an Individual Capacity
State of)	
County of) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
	DATE
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>SS)</sup> This instrument was acknowledged before me on By	DATE
Name(s) of Person(s)	
asof	
	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

State/Fed/Fee

		DIL & GAS LLC/COG OPERATING LLC(Name and Title of Authorized Agen	BY:
		(Ivame and The of Authorized Ager	IL)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS) )		
This instrument wa Name(s) of Perso	as acknowledged before me on on(s)	DateBy	
	(Seal)	Signature of Nota	rial Office
		My commission expires:	
	Acknowledgment in an R	epresentative Capacity	
State of	)	epresentative Capacity	
		epresentative Capacity	
County of	) SS)	epresentative Capacity Date:	_By:_
County of	) SS) ) as acknowledged before me on		_ By: _
County of This instrument wa	) SS) ) as acknowledged before me on		

Lease # and Lessee of Record:		BY:	
	(	Name and Title of Authorized Ag	gent)
		_(Signature of Authorized Agent)	
Acknow	wledgment in an Ind	ividual Capacity	
State of )			
County of SS)			
This instrument was acknowledged Name(s) of Person(s)	before me on	DateBy	
(Seal)		Signature of N	otarial Office
	1	My commission expires:	
Acknowl	edgment in an Repre	esentative Capacity	
State of ) SS)			
County of ) This instrument was acknowledged	before me on	Date:	By:
Name(s) of Person(s)			
(Seal)	_	Signature of N	otarial Office

Lease # and Lessee of Record:		BY:	
		(Name and Title of Authorized Agen	t)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	) SS)		
County of	)		
This instrument was ack Name(s) of Person(s)	knowledged before me on	DateBy	
(Sea	al)	Signature of Notari	ial Office
		My commission expires:	
	Acknowledgment in an Re	epresentative Capacity	
State of	) SS)		
	) SS) )		
County of		Date:	_By:_
County of	SS)	Date:	_By:_
	SS) ) knowledged before me on	Date:	

	e of Record: NMNM 100549		BY
		(Name and Title of Authorized Agent	)
		(Signature of Authorized Agent)	
	Acknowledgment in an l	Individual Capacity	
State of	) SS)		
County of	)		
This instrument was Name(s) of Person	s acknowledged before me on n(s)	DateBy	
	(Seal)	Signature of Notaria	ul Offic
		My commission expires:	
	Acknowledgment in an Re	presentative Capacity	
State of	)	presentative Capacity	
State of County of		presentative Capacity	
County of	)	presentative Capacity Date:	By:
County of	) SS) ) s acknowledged before me on		By: _
County of This instrument wa	) SS) ) s acknowledged before me on		

# **EXHIBIT "A"**

Plat of communitized area covering **640** acres in the W/2 Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

RYE ONE 16 21 FEDERAL COM 422H	30-015-53739
RYE ONE 16 21 FEDERAL COM 423H	30-015-53738
RYE ONE 16 21 FEDERAL COM 424H	30-015-53801
RYE ONE 16 21 FEDERAL COM 425H	30-015-53737



## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Sections 16 and 21, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 640 acres, as to the Wolfcamp formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

## Tract No. 1

Lease Serial Number:	State of New Mexico V0-7398		
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 16: W/2		
Number of Acres:	320		
Current Lessee of Record:	Concho Oil & Gas LLC / COG Operating LLC 1		
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%	
ORRI Owners:	Nestegg Energy Corporation		
Trac	et No. 2		
Lease Serial Number:	NMNM 100549		
Description of Land Committed:	Township 26 South, Range N.M.P.M., Section 21: W/2	27 East,	
Number of Acres:	320		
	Chevron U.S.A. Inc. Chevron Midcontinent, L.P. Oxy Y-1 Company	59.4% 30.6% 10%	
$\mathcal{C}$	Chevron U.S.A. Inc. Chevron Midcontinent, L.P.	69.4% 30.6%	
ORRI Owners:	Oxy Y-1 Company	0.75%	

# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1 2	320 <u>320</u>	50% 50%
Total	640	100.00%

COMM for Sections 25 and 36 E2 State CA (Baileys)

## NM State Land Office Oil, Gas, & Minerals Division

#### STATE/STATE OR STATE/FEE Revised December 2021

#### **COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

SS)

)

API #: 30-0 -

STATE OF NEW MEXICO ) Well Name: SEE EXHIBIT A

COUNTY OF EDDY

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) \_\_\_\_\_\_, 20\_\_, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

ONLINE version December 9, 2021 State/State
NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2			
0f Sect(s): 25 & 36	_Twp: <u>26S</u> Rng: <u>27E</u> NMPM	EDDY	County, NM

Containing <u>448.09</u> acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

ONLINE version December 9, 2021

4. <u>CHEVRON U.S.A. INC.</u> shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC.

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year OPERATOR: CHEVRON U.S.A. INC. first above written.

ONLINE version December 9, 2021

# **EXHIBIT "A"**

Plat of communitized area covering 448.09 acres in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing only the Bone Spring formation.

BAILEYS 25 36 STATE COM 237H



## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 448.09 acres, limited to the Bone Spring formation only.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

### Tract No. 1

Lease Serial Number:	V0-7653
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: NW/4
Number of Acres:	160
Current Lessee of Record:	EOG Resources
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None
Lease Serial Number:	<u>Fract No. 2</u> V0-7639
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: SW/4
Number of Acres:	160
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

## Tract No. 3

Lease Serial Number:	V0-7654
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 36: W/2
Number of Acres:	128.09
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	35.71%
2	160	35.71%
3	128.09	<u>28.58%</u>
Total	448.09	100.0000%

Lease # and Lessee of Record: V0- 7653; BY:	
D1.	
	(Signature of Authorized Agent)
Acknowledgment i	n an Individual Capacity
State of )	
SS) County of	
This instrument was acknowledged before me	e on Date
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in a	an Representative Capacity
State of )	
SS) County of	
This instrument was acknowledged before me	e on Date:
By:	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State/ version December 9, 2021	State 6

## NM State Land Office Oil, Gas, & Minerals Division

#### STATE/STATE OR STATE/FEE Revised December 2021

#### COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

SS)

)

API #: 30-0 -

STATE OF NEW MEXICO ) Well Name: SEE EXHIBIT A

COUNTY OF EDDY

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) \_\_\_\_\_\_, 20\_\_, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

ONLINE version December 9, 2021

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

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2			
0f Sect(s): 25 & 36	_Twp: <u>26S</u> Rng: <u>27E</u> NMPM	EDDY	_County, NM

Containing <u>448.09</u> acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

ONLINE version December 9, 2021

4. <u>CHEVRON U.S.A. INC.</u> shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC.

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year OPERATOR: CHEVRON U.S.A. INC. first above written.

ONLINE version December 9, 2021

OPERATOR: CHEVRON U.S.A. IN	C.
BY:	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an In	ndividual Capacity
State of )	
SS) County of	
This instrument was acknowledged before me on By Name(s) of Person(s)	Date
(Seal)	Signature of Notarial Office
Ν	My commission expires:
Acknowledgment in an Rep	presentative Capacity
State of )	
County of SS)	
This instrument was acknowledged before me on By:	Date :
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
My com	mission expires:
ONLINE State/State version December 9, 2021	5

# **EXHIBIT "A"**

Plat of communitized area covering 448.09 acres in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing only the Wolfcamp formation.

JIM BEAM 25 36 STATE COM 442H JIM BEAM 25 36 STATE COM 443H JIM BEAM 25 36 STATE COM 444H JIM BEAM 25 36 STATE COM 445H JIM BEAM 25 36 STATE COM 539H JIM BEAM 25 36 STATE COM 640H JIM BEAM 25 36 STATE COM 540H



## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 448.09 acres, limited to the Wolfcamp formation only.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

### Tract No. 1

Lease Serial Number:	V0-7653
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: NW/4
Number of Acres:	160
Current Lessee of Record:	EOG Resources
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None
Lease Serial Number:	<u>Tract No. 2</u> V0-7639
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: SW/4
Number of Acres:	160
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

## Tract No. 3

Lease Serial Number:	V0-7654
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 36: W/2
Number of Acres:	128.09
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	35.71%
2	160	35.71%
3	128.09	<u>28.58%</u>
Total	448.09	100.0000%

Lease # and Lessee of Re BY:			of Authorized Agent)
		(Signature of A	uthorized Agent)
1	Acknowledgment in an I	ndividual Capacity	
State of	)		
County of	SS) )		
This instrument was acknow	owledged before me on		Date
By Name(s) of Person(s)			
(Seal)			Signature of Notarial Office
		My commission expires:	
Ac State of	knowledgment in an Rej	presentative Capacity	7
County of	SS) )		
This instrument was ackno By:	-		Date:
(Seal)			Signature of Notarial Office
		My commission expires:	
ONLINE version December 9, 2021	State/State		6

## NM State Land Office Oil, Gas, & Minerals Division

#### STATE/STATE OR STATE/FEE Revised December 2021

#### **COMMUNITIZATION AGREEMENT**

ONLINE Version

API #: 30-0 -

STATE OF NEW MEXICO ) Well Name: SEE EXHIBIT A

SS)

)

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF EDDY

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) \_\_\_\_\_\_, 20\_\_, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

ONLINE version December 9, 2021 State/State

Page 197 of 305

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

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: W/2			
0f Sect(s): 25 & 36	_Twp: <u>26S</u> Rng: <u>27E</u> NMPM	EDDY	County, NM

Containing448.31 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

ONLINE version December 9, 2021

4. <u>CHEVRON U.S.A. INC.</u> shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC.

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year OPERATOR: CHEVRON U.S.A. INC. first above written.

ONLINE version December 9, 2021

OPERATOR: CHEVR	ON U.S.A. IN	С.
BY:		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
Ack	knowledgment in an In	ndividual Capacity
State of	)	
County of	SS) )	
This instrument was acknowl	edged before me on	Date
By Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
	Ν	Ay commission expires:
Ackno	owledgment in an Rep	resentative Capacity
State of	)	
County of	SS) )	
This instrument was acknowl By:		Date :
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
	My comr	nission expires:
ONLINE version December 9, 2021	State/State	5

# **EXHIBIT "A"**

Plat of communitized area covering 448.31 acres in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing only the Bone Spring formation.

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## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 448.31 acres, limited to the Bone Spring formation only.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

### Tract No. 1

Lease Serial Number:	V0-7653
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: NW/4
Number of Acres:	160
Current Lessee of Record:	EOG Resources
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None
Lease Serial Number:	<u>Fract No. 2</u> V0-7639
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: SW/4
Number of Acres:	160
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

## Tract No. 3

Lease Serial Number:	V0-7654
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 36: W/2
Number of Acres:	128.31
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	35.69%
2	160	35.69%
3	<u>128.31</u>	<u>28.62%</u>
Total	448.31	100.0000%

BY:	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an I	ndividual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
]	My commission expires:
Acknowledgment in an Rep	presentative Capacity
State of )	
SS) County of	
C	Date:
C	Date:
By:	
(Seal)	Date: Signature of Notarial Office My commission expires:

### NM State Land Office Oil, Gas, & Minerals Division

#### STATE/STATE OR STATE/FEE Revised December 2021

#### **COMMUNITIZATION AGREEMENT**

**ONLINE** Version

#### KNOW ALL PERSONS BY THESE PRESENTS:

SS)

)

API #: 30-0 -

STATE OF NEW MEXICO ) Well Name: SEE EXHIBIT A

COUNTY OF EDDY

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) \_\_\_\_\_\_, 20\_\_, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

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

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions:	W/2	
0f Sect(s): 25 & 3	6 Twp: <u>26S Rng:27E NMPM</u> EDDY	County, NM

Containing448.31 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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4. <u>CHEVRON U.S.A. INC.</u> shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC.

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year OPERATOR: CHEVRON U.S.A. INC. first above written.

ONLINE version December 9, 2021

OPERATOR: CHE	VRON U.S.A. IN	С.
BY:		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an In	ndividual Capacity
State of	)	
County of	SS)	
This instrument was ack	mowledged before me on	Date
By Name(s) of Person(s)		
(Seal)		Signature of Notarial Office
	Ν	Ay commission expires:
l	Acknowledgment in an Rep	resentative Capacity
State of	)	
County of	SS)	
This instrument was ack By:	nowledged before me on	Date :
Name(s) of Person(s)		
(Seal)		Signature of Notarial Office
	My comr	nission expires:
ONLINE	State/State	
ONLINE version December 9, 2021	State/State	5

# **EXHIBIT "A"**

Plat of communitized area covering 448.31 acres in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing only the Wolfcamp formation.

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## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in Section 25 and 36, Township 26 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 448.31 acres, limited to the Wolfcamp formation only.

Operator of Communitized Area: Chevron U.S.A. Inc.

### DESCRIPTION OF LEASES COMMITTED

### Tract No. 1

Lease Serial Number:	V0-7653
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: NW/4
Number of Acres:	160
Current Lessee of Record:	EOG Resources
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None
Lease Serial Number:	<u>Fract No. 2</u> V0-7639
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 25: SW/4
Number of Acres:	160
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

## Tract No. 3

Lease Serial Number:	V0-7654
Description of Land Committed:	Township 26 South, Range 27 East, N.M.P.M., Section 36: W/2
Number of Acres:	128.31
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Chevron U.S.A. Inc.: 98.125% Sharbro Energy LLC: 1.875%
ORRI Owners:	None

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160	35.69%
2	160	35.69%
3	<u>128.31</u>	<u>28.62%</u>
Total	448.31	100.0000%

BY:	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an I	ndividual Capacity
State of )	
County of SS)	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Offic
]	My commission expires:
Acknowledgment in an Rej	presentative Capacity
State of )	
SS) County of	
This instrument was acknowledged before me on	Date:
By:	
(Seal)	Signature of Notarial Office
]	My commission expires:
ONLINE State/State version December 9, 2021	6

### Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

N/2 of Section 35 and NW/4 and W/2 of NE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **560** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is \_\_\_\_\_, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

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## ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

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## WORKING INTEREST OWNERS and/or LESSEES OF RECORD

## CHEVRON U.S.A. INC.

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

Printed Name:

Title:	

Date:
-------

## **LESSEES OF RECORD**

## **MEWBOURNE OIL COMPANY**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## OXY Y-1 COMPANY

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_\_

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

## ACKNOWLEDGMENTS

STATE OF TEXAS § SCOUNTY OF §

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_\_, as \_\_\_\_\_\_, for Mewbourne Oil Company, a \_\_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public

STATE OF TEXAS §
SCOUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_for OXY Y-1 Company, a \_\_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering **560** acres in the N/2 Section 35 and NW/4 and W/2 of NE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

PATRON 35 36 FEDERAL COM 229H	30-015-53600
PATRON 35 36 FEDERAL COM 230H	30-015-50067



Section 35 is part of the Cicada Unit (NMNM 137168X). Chevron U.S.A. Inc. is the Operator of said unit.

## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in the N/2 Section 35 and NW/4 and W/2 of NE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 560 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	Cicada Unit NMNM 137168X	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 35: N/2	
Number of Acres:	320	
Current Lessee of Record: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc. Mewbourne Oil Company OXY Y-1 Company	97.5% 1.67% 0.83%
Name of Working Interest Owners: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc.	100%
ORRI Owners:	OXY Y-1 Company	0.104%
(Cicada Unit NMNM 137168X)	EOG Resources Inc. Horton Royalty, LLC John & Theresa Hillman	0.0833% 0.0059%
	Family Properties, LP	0.0059%
	Robert G. Shelton	0.0059%
	Doug Schutz	0.0059%

## Tract No. 2

Lease Serial Number:	State of NM VB-0996	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 36: N/2	
Number of Acres:	240	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1 _2	320 <u>240</u>	57.14% <u>42.86%</u>
Total	560	100.00%

RecExhibit Draft COMM/Agreement COMM for N/2 Section 35 & the NW/4 and W/2NE/4 Section 36 N2 State CA (Patron) NM State Land Office

NM State Land Office Oil, Gas, & Minerals Division

#### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

#### **ONLINE** Version

### COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:SubdivisionsN/2 of Section 35 and NW/4 and W/2 NE/4 of Section 36Sect(s)35 & 36 T 25S, R 27ESect(s)35 & 36 T 25S, R 27ECounty, NMEDDY

containing 560 acres, more or less, and this agreement shall include only the BONE SPRING Form

or pool, underlying said lands and the OIL AND GAS

(hereinafter referred to as "communitized substances") producible from such formation.

Formation

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgment in an l	Individual Capacity
State of)	
County of) <sup>\$\$)</sup>	
This instrument was acknowledged before me on	
DATE	
Зу	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>S S )</sup> Fhis instrument was acknowledged before me on	
	DATE
Y	
Name(s) of Person(s)	
sof	
Sype of authority, e.g., officer, trustee, etcName of	party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer

State/Fed/Fee

•

My commission expires:

# **EXHIBIT "A"**

Plat of communitized area covering **560** acres in the N/2 Section 35 and NW/4 and W/2 of NE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

Wells:

PATRON 35 36 FEDERAL COM 229H	30-015-53600
PATRON 35 36 FEDERAL COM 230H	30-015-50067



Section 35 is part of the Cicada Unit (NMNM 137168X). Chevron U.S.A. Inc. is the Operator of said unit.

## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in the N/2 Section 35 and NW/4 and W/2 of NE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 560 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	Cicada Unit NMNM 137168X	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 35: N/2	
Number of Acres:	320	
Current Lessee of Record: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc. Mewbourne Oil Company OXY Y-1 Company	97.5% 1.67% 0.83%
Name of Working Interest Owners: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc.	100%
ORRI Owners:	OXY Y-1 Company	0.104%
(Cicada Unit NMNM 137168X)	EOG Resources Inc. Horton Royalty, LLC John & Theresa Hillman	0.0833% 0.0059%
	Family Properties, LP	0.0059%
	Robert G. Shelton	0.0059%
	Doug Schutz	0.0059%

## Tract No. 2

Lease Serial Number:	State of NM VB-0996	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 36: N/2	
Number of Acres:	240	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1 	320 <u>240</u>	57.14% <u>42.86%</u>
Total	560	100.00%

	ee of Record: <u>NMNM 137168X;</u> C	(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	) SS)	
County of	)	
This instrument was Name(s) of Perso	as acknowledged before me on on(s)	DateBy
	(Seal)	Signature of Notarial Office
		My commission expires:
	Acknowledgment in an R	epresentative Capacity
State of	)	
	SS)	
	)	
County of	) as acknowledged before me on	Date:By:_
County of		Date:By:_
County of This instrument wa		Date:By: _By:

		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS) )	
This instrument wa Name(s) of Perso	as acknowledged before me on on(s)	DateBy
	(Seal)	Signature of Notarial Office
		My commission expires:
	Acknowledgment in an R	epresentative Capacity
	)	
State of	(22	
	SS) )	
County of	SS) ) as acknowledged before me on	Date:By:_
County of	) as acknowledged before me on	Date:By:_
County of This instrument wa	) as acknowledged before me on	Date: By: _

		(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of	)	
County of	SS)	
This instrument was Name(s) of Persor	s acknowledged before me on	DateBy
	(Seal)	Signature of Notarial Office
		My commission expires:
	Acknowledgment in an Re	presentative Capacity
State of	) SS)	
County of	)	
County of		
-	s acknowledged before me on	Date:By:
-		Date:By:_
This instrument was		Date:By: _B

Lease # and Lessee of Record: VB-0996; CHE	BY:
	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in	an Individual Capacity
State of )	
County of SS)	
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in ar	n Representative Capacity
,	
SS)	
County of SS)	Date:By:
County of SS)	Date:By:
SS) County of ) This instrument was acknowledged before me on	Date:By:

### Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of \_\_\_\_\_\_, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

S/2 of Section 35 and the SW/4 and W/2 of SE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

Containing **560** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be Chevron U.S.A. Inc., with an address at 1400 Smith Street, Houston, Texas 77002. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is \_\_\_\_\_, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, Released to Imaging: 8/9/2024 11:10:38 AM

at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

CHEVRON U.S.A. INC. Operator

By:

Operator/Attorney-in-Fact

.

## ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

.

## WORKING INTEREST OWNERS and/or LESSEES OF RECORD

### CHEVRON U.S.A. INC.

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

Printed Name:

Title:	

Date:
-------

## **LESSEES OF RECORD**

## **MEWBOURNE OIL COMPANY**

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

Printed Name:

Title: \_\_\_\_\_

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

## OXY Y-1 COMPANY

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_\_

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

## ACKNOWLEDGMENTS

STATE OF TEXAS § COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_\_, as \_\_\_\_\_\_, for Mewbourne Oil Company, a \_\_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, as \_\_\_\_\_\_, as \_\_\_\_\_for OXY Y-1 Company, a \_\_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering **560** acres in the S/2 of Section 35 and the SW/4 and W/2 of SE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

PATRON 35 36 FEDERAL COM 231H	30-015-53601
PATRON 35 36 FEDERAL COM 232H	30-015-50177
PATRON 35 36 FEDERAL COM 233H	30-015-50068



Section 35 is part of the Cicada Unit (NMNM 137168X). Chevron U.S.A. Inc. is the Operator of said unit.

## EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in S/2 of Section 35 and the SW/4 and W/2 of SE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 560 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

## DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	Cicada Unit NMNM 137168X	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 35: SW/4	
Number of Acres:	320	
Current Lessee of Record: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc. Mewbourne Oil Company OXY Y-1 Company	97.5% 1.67% 0.83%
Name of Working Interest Owners: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc.	100%
ORRI Owners:	OXY Y-1 Company	0.104%
(Cicada Unit NMNM 137168X)	EOG Resources Inc. Horton Royalty, LLC John & Theresa Hillman	0.0833% 0.0059%
	Family Properties, LP	0.0059%
	Robert G. Shelton	0.0059%
	Doug Schutz	0.0059%

### Tract No. 2

Lease Serial Number:	State of NM VB-1008	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 36: S/2	
Number of Acres:	240	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1 2	320 <u>240</u>	57.14% <u>42.86%</u>
Total	560	100.00%

# **RECAPITULATION**

<u>Tract No.</u>	No. of Acres Committed	Percentage of Interest in Communitized Area
$1 \\ 2 \\ 3$	160 160 <u>240</u>	28.57% 28.57% 42.86%
Total	560	100.00%

NM State Land Office Oil, Gas, & Minerals Division

#### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

#### **ONLINE** Version

### COMMUNITIZATION AGREEMENT

API Initial Well: 30-0

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:SubdivisionsS/2 of Section 35 and SW/4 and W/2 of SE/4 of Section 36Sect(s)35 & 36 T 25S, R 27ENMPMEDDYCounty, NM

containing 560 acres, more or less, and this agreement shall include only the BONE SPRING Form

or pool, underlying said lands and the OIL AND GAS

(hereinafter referred to as "communitized substances") producible from such formation.

Formation

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
-	DATE
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
State of) County of) <sup>S S )</sup> This instrument was acknowledged before me on	ent in a Representative Capacity
By	
Name(s) of Person(s)	
asofofof	Name of party on behalf of whom instrument was executed
(Seal)	Signature of Notarial Officer
	My commission expires:

Acknowledgment in an Individual Capacity

State/Fed/Fee

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# **EXHIBIT "A"**

Plat of communitized area covering **560** acres in the S/2 of Section 35 and the SW/4 and W/2 of SE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

#### Wells:

PATRON 35 36 FEDERAL COM 231H	30-015-53601
PATRON 35 36 FEDERAL COM 232H	30-015-50177
PATRON 35 36 FEDERAL COM 233H	30-015-50068



Section 35 is part of the Cicada Unit (NMNM 137168X). Chevron U.S.A. Inc. is the Operator of said unit.

# EXHIBIT "B"

To Communitization Agreement Dated \_\_\_\_\_\_ embracing the following described land in S/2 of Section 35 and the SW/4 and W/2 of SE/4 of Section 36, Township 25 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, containing 560 acres, as to the Bone Spring formation.

Operator of Communitized Area: Chevron U.S.A. Inc.

# DESCRIPTION OF LEASES COMMITTED

# Tract No. 1

Lease Serial Number:	Cicada Unit NMNM 137168X	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 35: SW/4	
Number of Acres:	320	
Current Lessee of Record: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc. Mewbourne Oil Company OXY Y-1 Company	97.5% 1.67% 0.83%
Name of Working Interest Owners: (Cicada Unit NMNM 137168X)	Chevron U.S.A. Inc.	100%
ORRI Owners:	OXY Y-1 Company	0.104%
(Cicada Unit NMNM 137168X)	EOG Resources Inc. Horton Royalty, LLC John & Theresa Hillman	0.0833% 0.0059%
	Family Properties, LP	0.0059%
	Robert G. Shelton	0.0059% 0.0059%
	Doug Schutz	0.003970

# Tract No. 2

Lease Serial Number:	State of NM VB-1008	
Description of Land Committed:	Township 25 South, Range 27 East, N.M.P.M., Section 36: S/2	
Number of Acres:	240	
Current Lessee of Record:	Chevron U.S.A. Inc.	100%
Name of Working Interest Owners:	Chevron U.S.A. Inc.	100%
ORRI Owners:	None	

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1 _2	320 <u>240</u>	57.14% <u>42.86%</u>
Total	560	100.00%

		HEVRON U.S.A. INC(Name and Title of Authorized Agent)	)
		(Signature of Authorized Agent)	
	Acknowledgment in an	Individual Capacity	
State of	)		
County of	SS)		
This instrument was Name(s) of Person	s acknowledged before me on	DateBy	
	(Seal)	Signature of Notaria	I Office
		My commission expires:	
		nrosontativa Canacity	
	Acknowledgment in an Re	presentative Capacity	
State of	)		
State of County of		presentative Capacity	
County of	)		By:
County of	) SS) ) s acknowledged before me on		By:
County of This instrument was	) SS) ) s acknowledged before me on		

se # and Lessee of Record:NMNM 137168X; MEWBOURNE OIL COMPANY	
	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in a	n Individual Capacity
State of )	
County of SS)	
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an l	Representative Capacity
State of )	
SS)	
County of	
County of ) This instrument was acknowledged before me on	Date:By:_
	Date:By:_
This instrument was acknowledged before me on	Date: By: _By:

	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in a	n Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an	Representative Capacity
State of )	
County of SS)	
	Date:By:_
County of )	Date:By:_
County of ) This instrument was acknowledged before me on	Date:By: _By:

	RON U.S.A. INC. BY (Name and Title of Authorized Agent)	
	(Signature of Authorized Agent)	
Acknowledgment in a	n Individual Capacity	
State of )		
SS) County of )		
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy	
(Seal)	Signature of Notarial Offic	
	My commission expires:	
Acknowledgment in an H	Representative Capacity	
State of )		
County of SS)		
This instrument was acknowledged before me on	Date:By:_	
Name(s) of Person(s)		
Name(s) of Person(s) (Seal)	Signature of Notarial Offic	

### Exhibit V - Approved PLC-887A

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

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY CHEVRON USA, INC.

#### **ORDER NO. PLC-887-A**

#### <u>ORDER</u>

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

### FINDINGS OF FACT

- 1. Chevron USA, Inc. ("Applicant") submitted a complete application to surface commingle the gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the gas production to the pools, leases, and wells to be commingled.
- 3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant certified the commingling of gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the gas production to less than if it had remained segregated.
- 6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.

### **CONCLUSIONS OF LAW**

- 8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.

Order No. PLC-887-A

- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
- 11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
- 12. Commingling of gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
- 13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### <u>ORDER</u>

1. Applicant is authorized to surface commingle gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

- 2. This Order supersedes Order PLC-887.
- 3. The allocation of gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 4. The allocation of gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production

period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in gas production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the gas production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the gas production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

- 5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 6. Applicant shall calibrate the meters used to measure or allocate gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 7. If the commingling of gas production from any pool, lease, or well reduces the value of the commingled gas production to less than if it had remained segregated, no later than sixty (60)

Order No. PLC-887-A

days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

- 8. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 9. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of gas production to it, and the location(s) that commingling of its production will occur.
- 10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DYLAN M**. FUC**E DIRECTOR (ACTING)

DATE:  $\frac{3}{30}/23$ 

State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit** A

Order: PLC-887-A Operator: Chevron USA, Inc. (4323) Central Tank Battery: Hayhurst Central Tank Battery 10 Central Tank Battery Location: UL A, Section 10, Township 26 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 35 Central Tank Battery Location: UL A, Section 35, Township 25 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 12 Central Tank Battery Location: UL G, Section 12, Township 26 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 9 Central Tank Battery Location: UL M, Section 9, Township 26 South, Range 27 East Gas Title Transfer Meter Location: UL A, Section 10, Township 26 South, Range 27 East

## Pools

Pool Name	<b>Pool Code</b>
<b>DELAWARE RIVER; BONE SPRING</b>	16800
HAY HOLLOW; BONE SPRING, NORTH	30216
WELCH; BONE SPRING	64010
PURPLE SAGE; WOLFCAMP (GAS)	98220

# Leases as defined in 19.15.12.7(C) NMAC

Leases as defined in 17.15.1	UL or Q/Q	S-T-R
	All	23-25S-27E
	All	26-25S-27E
	All	35-25S-27E
	All	1-26S-27E
PA Wolfcamp NMNM 137168A	All	2-26S-27E
	All	10-26S-27E
	All	11-26S-27E
	All	12-26S-27E
	All	14-26S-27E
	All	15-26S-27E
	All	23-258-27E
	All	26-25S-27E
	All	35-25S-27E
	All	1-26S-27E
PA Bone Spring for NMNM 137168X	All	2-26S-27E
TA Done Spring for Therman 13/100A	All	10-26S-27E
	All	11-26S-27E
	All	12-26S-27E
	All	14-26S-27E
	All	15-26S-27E
	All	5-26S-27E
CA Wolfcamp NMNM 138618	All	8-26S-27E
CA woncamp www.150010	All	17-26S-27E
	All	20-26S-27E

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	Wells			
Well API	Well Name	UL or Q/Q	S-T-R	Pool
20.015.42020	<b>C</b> • <b>1 1</b> • <b>4 4 1</b>	E/2	10-26S-27E	00220
30-015-43929	Cicada Unit #1H	<b>E/2</b>	15-26S-27E	98220
20.015.42020		W/2	10-26S-27E	00220
30-015-43930	Cicada Unit #2H	<b>W/2</b>	15-26S-27E	98220
20.015.42027	Cianda Unit #211	E/2	10-26S-27E	00220
30-015-43937	Cicada Unit #3H	<b>E/2</b>	15-26S-27E	98220
20.015.42026	Cicada Unit #4H	W/2	10-26S-27E	98220
30-015-43936	Cicada Unit #4H	<b>W</b> /2	15-26S-27E	98220
20 015 12026	Cicada Unit #5H	<b>E/2</b>	10-26S-27E	08220
30-015-43926	Cicada Unit #5H	<b>E/2</b>	15-26S-27E	98220
20 015 /2022	Cicada Unit #6H	<b>W</b> /2	10-26S-27E	98220
30-015-43932	Cicada Unit #0H	<b>W</b> /2	15-26S-27E	98220
20.015 44267	Cicada Unit #13H	W/2	10-26S-27E	98220
30-015-44367	Cicada Unit #15H	<b>W</b> /2	15-26S-27E	96220
20.015 44271	Cicada Unit #141	W/2	10-26S-27E	00220
30-015-44371	Cicada Unit #14H	<b>W/2</b>	15-26S-27E	98220
20.015 44252	Cianda Urit #1511	W/2	10-26S-27E	00220
30-015-44353	Cicada Unit #15H	<b>W</b> /2	15-26S-27E	98220
20.015.44251		W/2	10-26S-27E	00220
30-015-44351	Cicada Unit #16H	<b>W/2</b>	15-26S-27E	98220
20.015.44254		W/2	10-26S-27E	00220
30-015-44354	Cicada Unit #17H	<b>W</b> /2	15-26S-27E	98220
30-015-44352		W/2	10-26S-27E	98220
30-013-44352	Cicada Unit #18H	<b>W</b> /2	15-26S-27E	98220
30-015-46468	Cicada Unit #27H	<b>E/2</b>	10-26S-27E	98220
30-013-40408	Cicada Ulitt #27H	<b>E/2</b>	15-26S-27E	90220
30-015-46469	Cicada Unit #28H	<b>E/2</b>	10-26S-27E	98220
30-013-40407	Cicada Uliit #2811	<b>E/2</b>	15-26S-27E	90220
30-015-46470	Cicada Unit #29H	<b>E/2</b>	10-26S-27E	98220
30-013-40470	Cicada Uliit #2911	<b>E/2</b>	15-26S-27E	90220
30-015-46898	Cicada Unit #30H	<b>W/2</b>	11-26S-27E	98220
30-013-40070	Cicada Ulitt #5011	<b>W/2</b>	14-26S-27E	90220
30-015-46901	Cicada Unit #31H	<b>W/2</b>	11-26S-27E	98220
30-013-40701	Cicada Unit #5111	W/2	14-26S-27E	90220
30-015-46913	Cicada Unit #32H	<b>W/2</b>	11-26S-27E	98220
30-013-40/13	Cicada Olitt #5211	W/2	14-26S-27E	)0220
30-015-49001	Cicada Unit #51H	<b>W/2</b>	10-26S-27E	64010
30-013-47001	Cicada Unit #5111	W/2	15-26S-27E	04010
30-015-49000	Cicada Unit #52H	<b>W</b> /2	10-26S-27E	64010
00-010-77000		W/2	15-26S-27E	01010
30-015-48999	Cicada Unit #53H	<b>W</b> /2	10-26S-27E	64010
00-010-70///		W/2	15-26S-27E	01010
30-015-44347	015-44347 Cicada Unit #7H	<b>E/2</b>	35-25S-27E	98220
30-015-44347		<b>E/2</b>	2-26S-27E	70220
30-015-44346 Cicada Unit #8H	<b>E/2</b>	35-25S-27E	98220	
	Cicada Unit #8H	E/2	2-26S-27E	

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30-015-44350	Cicada Unit #9H	E/2	35-258-27E	98220
		E/2	2-26S-27E	
30-015-44349	Cicada Unit #10H	E/2	35-25S-27E	98220
		E/2	2-26S-27E	<i><b>JOHE</b></i>
30-015-44345	Cicada Unit #11H	<b>E/2</b>	35-25S-27E	98220
30-013-44345		<b>E/2</b>	2-26S-27E	70220
30-015-44348	Cicada Unit #12H	<b>E/2</b>	35-25S-27E	98220
30-013-44340	Cicaua Ulint #1211	<b>E/2</b>	2-26S-27E	70220
30-015-45602	Cicada Unit #23H	<b>E/2</b>	23-25S-27E	98220
30-013-43002	Cicada Unit #25H	<b>E/2</b>	26-25S-27E	98220
20.015.45520		E/2	23-25S-27E	00000
30-015-45720	Cicada Unit #24H	E/2	26-25S-27E	98220
	Cicada Unit #25H	W/2	23-25S-27E	00000
30-015-45601		<b>W</b> /2	26-25S-27E	98220
		W/2	23-25S-27E	
30-015-45600	Cicada Unit #26H	<b>W</b> /2	26-25S-27E	98220
		W/2	23-25S-27E	
30-015-45426	Cicada Unit #19H	W/2	26-258-27E	98220
		W/2	23-25S-27E	
30-015-45425	Cicada Unit #20H	W/2	26-258-27E	98220
		W/2	23-25S-27E	
30-015-45424	Cicada Unit #21H	W/2 W/2	25-25S-27E 26-25S-27E	98220
			20-258-27E	
30-015-45423	Cicada Unit #22H	W/2		98220
		W/2	26-25S-27E	
30-015-46342	Cicada Unit #33H	W/2	35-25S-27E	98220
		W/2	2-26S-27E	
30-015-46343	Cicada Unit #34H	W/2	35-25S-27E	98220
		W/2	2-26S-27E	
30-015-46344	Cicada Unit #35H	E/2	35-25S-27E	98220
		E/2	2-26S-27E	/0110
30-015-46345	Cicada Unit #36H	E/2	35-25S-27E	98220
	Cicada Unit #3011	E/2	2-26S-27E	
30-015-46346	Cicada Unit #37H	<b>W</b> /2	35-25S-27E	98220
		W/2	2-26S-27E	<i><b>JOHE</b></i>
30-015-46347	Cicada Unit #38H	W/2	35-25S-27E	98220
50-015-40547	Chada Unit #5011	W/2	2-26S-27E	70220
30-015-46348	Cicada Unit #39H	<b>W</b> /2	35-25S-27E	98220
50-015-40540	Chada Ulin #3711	W/2	2-26S-27E	70220
		<b>E/2</b>	23-25S-27E	
30-015-48782	Cicada Unit #41H	<b>E/2</b>	26-25S-27E	98220
		<b>NE/4</b>	35-25S-27E	
		E/2	23-25S-27E	
30-015-48783	Cicada Unit #43H	E/2	26-25S-27E	98220
		<b>NE/4</b>	35-25S-27E	
20.015.40475		E/2	11-26S-27E	00000
30-015-49465	Cicada Unit #45H	<b>E/2</b>	14-26S-27E	98220
20.015.40466		E/2	11-26S-27E	09220
30-015-49466	Cicada Unit #47H	E/2	14-26S-27E	98220
00.01E 10.15		E/2	11-26S-27E	00000
30-015-49467	Cicada Unit #48H	E/2	14-26S-27E	98220
			17 400-4712	

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30-015-49468	Cicada Unit #50H	E/2	11-26S-27E	98220
		E/2	14-26S-27E	
30-015-49469	Cicada Unit #56H	W/2	1-26S-27E	98220
		W/2	12-26S-27E	
30-015-49470	Cicada Unit #57H	<b>W</b> /2	1-26S-27E	98220
00 010 17 170		W/2	12-26S-27E	<i><b>JOZZ</b></i>
30-015-49471	Cicada Unit #58H	<b>W</b> /2	1-26S-27E	98220
30-013-474/1	Cicada Unit #3011	<b>W</b> /2	12-26S-27E	70220
30-015-49472	Cicada Unit #59H	<b>W</b> /2	1-26S-27E	98220
30-013-474/2	Cicaua Unit #3911	<b>W</b> /2	12-26S-27E	90220
20.015.40624	Cicada Unit #60H	<b>E/2</b>	1-26S-27E	98220
30-015-49624	Cicada Unit #60H	<b>E/2</b>	12-26S-27E	98220
20.015.40/25		E/2	1-26S-27E	00220
30-015-49625	Cicada Unit #61H	E/2	12-26S-27E	98220
		E/2	1-26S-27E	
30-015-49626	Cicada Unit #62H	E/2	12-26S-27E	98220
		E/2	1-26S-27E	98220
30-015-49627	Cicada Unit #63H	E/2	12-26S-27E	
		W/2	17-26S-27E	
30-015-45100	HH SO 17 20 Federal 1 #1H	W/2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45101	HH SO 17 20 Federal 1 #2H	W/2 W/2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45154	HH SO 17 20 Federal 1 #3H			98220
		W/2	20-26S-27E	
30-015-45155	HH SO 17 20 Federal 1 #4H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-45102	HH SO 17 20 Federal 1 #5H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-45103	HH SO 17 20 Federal 1 #6H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-45115	HH SO 8 5 Federal 3 #1H	E/2	5-26S-27E	98220
		E/2	8-26S-27E	
30-015-45116	HH SO 8 5 Federal 3 #2H	W/2	5-26S-27E	98220
50-015-45110	IIII 50 0 5 Federal 5 #211	W/2	8-26S-27E	70220
30-015-45117	HH SO 8 5 Federal 3 #3H	<b>W</b> /2	5-26S-27E	98220
50-015-45117		W/2	8-26S-27E	70220
30-015-45118	HH SO 8 5 Federal 3 #4H	<b>E/2</b>	5-26S-27E	98220
30-013-43110	1111 SO 8 5 Federal 5 #411	<b>E/2</b>	8-26S-27E	90220
20 015 45110	HH SO 8 5 Federal 3 #5H	<b>W</b> /2	5-26S-27E	98220
30-015-45119	nn so o s reueral s #sn	<b>W</b> /2	8-26S-27E	96220
20.015 45120		E/2	5-26S-27E	00220
30-015-45120	HH SO 8 5 Federal 3 #6H	<b>E/2</b>	8-26S-27E	98220
20.015.42025		W/2	5-26S-27E	00220
30-015-43935	HH SO 8 P2 #5H	<b>W</b> /2	8-26S-27E	98220
20.018.4002.4		W/2	5-26S-27E	00000
30-015-43934	HH SO 8 P2 #6H	W/2	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-43933	HH SO 8 P2 #13H	W/2	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-43931	HH SO 8 P2 #14H	W/2 W/2	3-26S-27E 8-26S-27E	98220
		VV/Z	0-200-2/L	

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# Received by OCD: 12/21/2023 14545:55 AM

30-015-43927	HH SO 8 P2 #21H	W/2	5-26S-27E	98220
		W/2	8-26S-27E	
30-015-43928	HH SO 8 P2 #22H	W/2	5-26S-27E	98220
		W/2	8-26S-27E	
30-015-45104	HH SO 17 20 Federal 2 #1H	<b>E/2</b>	17-26S-27E	98220
00 010 40104		E/2	20-26S-27E	<i><b>JOLLO</b></i>
30-015-45105	HH SO 17 20 Federal 2 #2H	<b>E/2</b>	17-26S-27E	98220
30-013-43103	1111 SO 17 20 Federal 2 #211	<b>E/2</b>	20-26S-27E	76220
20 015 45106	HH SO 17 20 Federal 2 #3H	<b>E/2</b>	17-26S-27E	09220
30-015-45106	nn so 17 20 Feueral 2 #3n	<b>E/2</b>	20-26S-27E	98220
20.015.45105		E/2	17-26S-27E	00220
30-015-45107	HH SO 17 20 Federal 2 #4H	<b>E/2</b>	20-26S-27E	98220
		E/2	17-26S-27E	00000
30-015-45108	HH SO 17 20 Federal 2 #5H	<b>E/2</b>	20-26S-27E	98220
		E/2	17-26S-27E	
30-015-45109	HH SO 17 20 Federal 2 #6H	E/2	20-26S-27E	98220
		E/2	5-26S-27E	
30-015-45987	HH SO 8 5 Federal 4 #1H	E/2 E/2	8-26S-27E	98220
		E/2 E/2	5-26S-27E	
30-015-45988	HH SO 8 5 Federal 4 #2H			98220
		E/2	8-26S-27E	
30-015-45989	HH SO 8 5 Federal 4 #3H	E/2	5-26S-27E	98220
		E/2	8-26S-27E	
30-015-45990	HH SO 8 5 Federal 4 #4H	E/2	5-26S-27E	98220
		E/2	8-26S-27E	
30-015-45991	HH SO 8 5 Federal 4 #5H	<b>E/2</b>	5-26S-27E	98220
		<b>E/2</b>	8-26S-27E	/0110
30-015-45992	HH SO 8 5 Federal 4 #6H	<b>E/2</b>	5-26S-27E	98220
50-015-45/72		<b>E/2</b>	8-26S-27E	<i>J</i> 0220
30-015-48353	HH SO 17 20 Federal 3 #401H	<b>W/2</b>	17-26S-27E	98220
30-013-40333	1111 SO 17 20 Federal 5 #40111	<b>W/2</b>	20-26S-27E	90220
30-015-48356	HH SO 17 20 Federal 3 #402H	<b>W/2</b>	17-26S-27E	09220
30-015-46350	nn 50 17 20 reueral 5 #402n	<b>W</b> /2	20-26S-27E	98220
20.015.40255		W/2	17-26S-27E	00220
30-015-48355	HH SO 17 20 Federal 3 #403H	<b>W/2</b>	20-26S-27E	98220
		W/2	17-26S-27E	00000
30-015-48354	HH SO 17 20 Federal 3 #404H	W/2	20-26S-27E	98220
	Macallan 12 1 Federal State Com 23	W/2	1-26S-27E	1 (0.0.0
30-015-50181	#1H	W/2	12-26S-27E	16800
	Macallan 12 1 Federal State Com 23	W/2	1-26S-27E	
30-015-49598	#2H	W/2	12-26S-27E	16800
		E/2	1-26S-27E	
30-015-49603	Wild Turkey 12 1 Federal Com 24 #1H	E/2	12-26S-27E	16800
		E/2	1-26S-27E	
30-015-49602	Wild Turkey 12 1 Federal Com 24 #2H	E/2 E/2	12-26S-27E	16800
30-015-49604	Wild Turkey 12 1 Federal Com 24 #3H	E/2	1-26S-27E	16800
		E/2	12-26S-27E	
30-015-49684	Tito 26 23 Federal State Com 25 #1H	W/2	23-25S-27E	30216
		W/2	26-25S-27E	
30-015-49685	Tito 26 23 Federal State Com 25 #2H	W/2	23-25S-27E	30216
		<b>W</b> /2	26-25S-27E	

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30-015-49686	Tito 26 23 Federal State Com 25 #3H	<b>W</b> /2	23-25S-27E	30216
30-013-49000		<b>W</b> /2	26-25S-27E	30210
30-015-49687	Tito 26 23 Federal State Com 25 #4H	W/2 E/2	23-25S-27E	30216
50-015-47007		W/2 E/2	26-25S-27E	30210
30-015-50182	Smoke Wagon 10 15 Federal Com 28	E/2	10-26S-27E	64010
30-015-50182	#1H	<b>E/2</b>	15-26S-27E	04010
30-015-50183	Smoke Wagon 10 15 Federal Com 28	<b>W</b> /2	10-26S-27E	64010
30-013-30183	#2H	<b>W</b> /2	15-26S-27E	
20 015 52225	Eagle Rare 11 14 Federal 30 #1H	<b>W</b> /2	11-26S-27E	16800
30-015-53225		<b>W</b> /2	14-26S-27E	10000
30-015-53224	Eagle Rare 11 14 Federal 30 #2H	<b>W</b> /2	11-26S-27E	16800
30-013-33224		<b>W</b> /2	14-26S-27E	10000
30-015-53226	Eagle Rare 11 14 Federal 30 #3H	<b>W</b> /2	11-26S-27E	16800
30-013-33220	Eagle Kare II 14 Federal 50 #511	<b>W</b> /2	14-26S-27E	10000
30-015-53393	Buffalo Trace 11 14 Federal 31 #1H	<b>E/2</b>	11-26S-27E	16800
30-013-33393	Duffato frace ff 14 Feueral 51 #1H	<b>E/2</b>	14-26S-27E	10000
30-015-53599	Puffalo Traco 11 14 Fodoral 31 #2H	<b>E/2</b>	11-26S-27E	16800
30-013-33399	Buffalo Trace 11 14 Federal 31 #2H	<b>E/2</b>	14-26S-27E	10000

Released to Imaging: 8/9/2024 11:10:38 AM

.

#### Chevron - Cicada Commingling Postal Delivery Report

						Your item arrived at our USPS
						facility in ALBUQUERQUE NM
						DISTRIBUTION CENTER ANNEX on
						December 14, 2023 at 6:59 pm.
						The item is currently in transit to
9402811898765496255728 Ne	ew Mexico State Land Office	310 OLD SANTA FE TRL	SANTA FE	NM	87501-2708	the destination.
						Your item arrived at our USPS
						facility in ALBUQUERQUE NM
						DISTRIBUTION CENTER ANNEX on
						December 14, 2023 at 6:59 pm.
						The item is currently in transit to
9402811898765496255742 Ne	ew Mexico State Land Office	PO BOX 1148	SANTA FE	NM	87504-1148	the destination.
						Your package is moving within the
						USPS network and is on track to be
						delivered by the expected delivery
						date. It is currently in transit to the
9402811898765496255780 OX	(Y Y-1 Company	5 GREENWAY PLZ STE 110	HOUSTON	тх	77046-0521	next facility.
						Your item departed our USPS
						facility in AURORA, CO 80018 on
						December 14, 2023 at 6:38 am.
						The item is currently in transit to
9402811898765496255735 EO	)G Resources, Inc.	5509 CHAMPIONS DR	MIDLAND	тх	79706-2843	the destination.
						Your item arrived at our USPS
						facility in LUBBOCK TX
						DISTRIBUTION CENTER on
						December 14, 2023 at 9:53 pm.
9402811898765496255773 Ho	orton Royalty, LLC	PO BOX 50938	MIDLAND	тх	79710-0938	The item is currently in transit to
						Your item departed our USPS
						facility in AURORA, CO 80018 on
						December 14, 2023 at 6:38 am.
						The item is currently in transit to
9402811898765496255919 Joh	hn and Theresa Hillman Family Properties, LP	PO BOX 1981	MIDLAND	тх	79702-1981	
9402811898765496255919 Joh	hn and Theresa Hillman Family Properties, LP	PO BOX 1981	MIDLAND	тх	79702-1981	The item is currently in transit to
9402811898765496255919 Joh	hn and Theresa Hillman Family Properties, LP	PO BOX 1981	MIDLAND	тх	79702-1981	The item is currently in transit to the destination.
9402811898765496255919 Joł	hn and Theresa Hillman Family Properties, LP	PO BOX 1981	MIDLAND	тх	79702-1981	The item is currently in transit to the destination. Your item arrived at our USPS
9402811898765496255919 Joł	hn and Theresa Hillman Family Properties, LP	PO BOX 1981	MIDLAND	тх	79702-1981	The item is currently in transit to the destination. Your item arrived at our USPS facility in LUBBOCK TX

#### Chevron - Cicada Commingling Postal Delivery Report

SPS
NM
INEX on
5 pm.
ansit to
SPS
NM
INEX on
5 pm.
ansit to
SPS
NM

Received by OCD: 12/21/2023 11:45:55 AM

9402811898765496255964       Doug Shultz       PO BOX 973       SANTA FE       NM       87504-093       the destination. The item is currently in transit to December 14, 2023 at 6:35 pm. The item is currently in transit to B7504-093         9402811898765496255926       Bureau of Land Management       301 DINOSAUR TRL       SANTA FE       NM       87504-093       the destination. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:35 pm. The item is currently in transit to DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:36 am. The item is currently in transit to DISTRIBUTION CENTER ANVEX on DISTRIBUTION CENTER ANVEX on DISTRIBUTION CENTER ANVEX on December 14, 2023 at 6:36 am. The item is currently in transit to Ite destination.         9402811898765496255995       Sharbro Energy LLC       PO BOX 8400       ARTESIA       NM       88211-0800       He destination.         9402811898765496255988       Nearburg Exploration Company       PO BOX 8230			1				
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9402811898765496255964     Doug Shultz     PO BOX 973     SANTA FE     NM     87504-0973     the destination.       9402811898765496255964     Doug Shultz     PO BOX 973     SANTA FE     NM     87504-0973     the destination.       9402811898765496255926     Bureau of Land Management     301 DINOSAUR TRL     SANTA FE     NM     87508-0573     the destination.       9402811898765496255926     Bureau of Land Management     301 DINOSAUR TRL     SANTA FE     NM     87508-1560     the destination.       9402811898765496255920     New Mexico State Land Office     310 OLD SANTA FE TRL     SANTA FE     NM     87501-2708     the destination.       9402811898765496255992     New Mexico State Land Office     310 OLD SANTA FE TRL     SANTA FE     NM     87501-2708     the destination.       9402811898765496255992     New Mexico State Land Office     310 OLD SANTA FE TRL     SANTA FE     NM     87501-2708     the destination.       9402811898765496255995     Sharbro Energy LLC     PO BOX 840     ARTESIA     NM     82211-0840     the destination.       9402811898765496255988     Nearburg Production Company     PO BOX 823085     DALLAS     TX     75382-3068     mext facility.       9402811898765496255983     Nearburg Exploration Company, LLC     PO BOX 823085     DALLAS     TX     75382-3085 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
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9402811898765496255964     Doug Shultz     PO BOX 973     SANTA FE     NM     87504-0973     the destination.       9402811898765496255926     Bureau of Land Management     301 DINOSAUR TRL     SANTA FE     NM     87508-1560     the destination.       9402811898765496255926     Bureau of Land Management     301 DINOSAUR TRL     SANTA FE     NM     87508-1560     the destination.       9402811898765496255926     Bureau of Land Management     301 DINOSAUR TRL     SANTA FE     NM     87508-1560     the destination.       9402811898765496255902     New Mexico State Land Office     310 OLD SANTA FE TRL     SANTA FE     NM     87501-2008     The item is currently in transit to December 14, 2023 at 6:35 pn. The item is currently in transit to The destination.       9402811898765496255902     New Mexico State Land Office     310 OLD SANTA FE TRL     SANTA FE     NM     87501-2008     The item is currently in transit to December 14, 2023 at 6:35 pn. The item is currently in transit to The destination.       9402811898765496255995     Sharbro Energy LLC     PO BOX 840     ARTESIA     NM     88211-0840     Your item departed our USPS facility in ALBQUERQUE NM DISTRIBUTION CENTER ANNEX on December 14, 2023 at 6:35 and. The item is currently in transit to The destination.       9402811898765496255986     Nearburg Production Company     PO BOX 820085     DALLAS     TX     75382-3085     next facility.    <							December 14, 2023 at 6:35 pm.
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9402811898765496255995Sharbro Energy LLCPO BOX 840ARTESIANM88211-0840December 14, 2023 at 6:38 am. The item is currently in transit to the destination.9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255938Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085PO ur package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085PO ur package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085PO ur package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085PO UR PACKAGE PO BOX 8230859402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085PO EXECUPACION PO EXECUPACION9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLA							Your item departed our USPS
9402811898765496255995       Sharbro Energy LLC       PO BOX 840       ARTESIA       NM       88211-0840       The item is currently in transit to the destination.         9402811898765496255995       Sharbro Energy LLC       PO BOX 840       ARTESIA       NM       88211-0840       The item is currently in transit to the destination.         9402811898765496255988       Nearburg Production Company       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255938       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255938       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255938       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS							facility in AURORA, CO 80018 on
9402811898765496255995Sharbro Energy LLCPO BOX 840ARTESIANM88211-0840the destination.9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255938Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Nearburg Exploration Company, LLC9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Nearburg Exploration Company, LLC9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Nearburg Exploration Company, LLC9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Rext Facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Rext Facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Rext Facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085<							December 14, 2023 at 6:38 am.
9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085reat facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085next facility. <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>The item is currently in transit to</td>							The item is currently in transit to
9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085next facility.9402811898765496255933Nea	9402811898765496255995	Sharbro Energy LLC	PO BOX 840	ARTESIA	NM	88211-0840	the destination.
9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255938Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255938Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Nearburg Exploration Company, LLC9402811898765496255938Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Nearburg Exploration Company, LLC9402811898765496255938Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3086Nearburg Exploration Company, LLC9402811898765496255939Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3086Nearburg Exploration Company, LLC9402811898765496255939Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3086Nearburg Exploration Company, LLC9402811898765496255939Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3086Nearburg Exploration Company, LLC940281189876549625593Nearburg Exploration Company, LLCPO BOX 823085DALLASTXFX95382-3086940281189876549625593Nearburg Exploration Company, LLCPO BOX 823085DALLASTXFX95382-3086 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Your package is moving within the</td>							Your package is moving within the
9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085date. It is currently in transit to the next facility.9402811898765496255938Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085reat facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085reat facility.940281189876549625593Nearburg Exploration Company, LLCPO BOX 823085DALLAS							USPS network and is on track to be
9402811898765496255988Nearburg Production CompanyPO BOX 823085DALLASTX75382-3085next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your item arrived at our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							delivered by the expected delivery
9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085Your item arrived at our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							date. It is currently in transit to the
9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.9402811898765496255933Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085next facility.940281189876549625593Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085next facility.940281189876549625593Nearburg Exploration Company, LLCPO BOX 823085DALLASTX75382-3085next facility.940281189876549625593Nearburg Exploration Company, LLCNearburg Exploration Company, LLCNext facility.Next facility.Next facility.940281189876549625993Nearburg Exploration Company, LLCNext facility.Next facility.Next facility.940281189876549625993Ne	9402811898765496255988	Nearburg Production Company	PO BOX 823085	DALLAS	тх	75382-3085	next facility.
9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       delivered by the expected delivery date. It is currently in transit to the next facility.         VEX       VEX <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>Your package is moving within the</td></td<>							Your package is moving within the
9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       date. It is currently in transit to the next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       date. It is currently in transit to the next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       date. It is currently in transit to the next facility.         9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       date. It is currently in transit to the next facility.							USPS network and is on track to be
9402811898765496255933       Nearburg Exploration Company, LLC       PO BOX 823085       DALLAS       TX       75382-3085       next facility.         Vour item arrived at our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.       PO BOX 823085       Vour item arrived at our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							delivered by the expected delivery
Your item arrived at our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							date. It is currently in transit to the
facility in LUBBOCK TX DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.	9402811898765496255933	Nearburg Exploration Company, LLC	PO BOX 823085	DALLAS	тх	75382-3085	next facility.
DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							Your item arrived at our USPS
DISTRIBUTION CENTER on December 14, 2023 at 9:53 pm.							facility in LUBBOCK TX
							December 14, 2023 at 9:53 pm.
	9402811898765496255971	Nestegg Energy Corporation	2308 SIERRA VISTA RD	ARTESIA	NM	88210-9409	

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#### Chevron - Cicada Commingling Postal Delivery Report

						Your item arrived at our USPS
						facility in LUBBOCK TX
						DISTRIBUTION CENTER on
						December 14, 2023 at 9:53 pm.
9402811898765496255612	Concho Oil & Gas LLC / COG Operating LLC	600 W ILLINOIS AVE	MIDLAND	ТΧ	79701-4882	The item is currently in transit to

Received by OCD: 12/21/2023 11:45:55 AM

From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	<u>Adler, Carol; Devery, Deirdre; Paula M. Vance; Fleming, Alexandra (Zandra)</u>
Cc:	<u>McClure, Dean, EMNRD; Lowe, Leonard, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon,</u> EMNRD; Paradis, Kyle O; Walls, Christopher; Lamkin, Baylen L.
Subject:	Approved Administrative Order PLC-887-B
Date:	Friday, August 9, 2024 8:51:33 AM
Attachments:	PLC887B Order.pdf

NMOCD has issued Administrative Order PLC-887-B which authorizes Chevron USA, Inc. (4323) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-43929	Cicada Unit #1H	E/2	10-26S-27E	98220
30-013-43727	Cicada Unit #111	<b>E/2</b>	15-26S-27E	90220
20.015.42020	Cicado Unit #211	W/2	10-26S-27E	00000
30-015-43930	Cicada Unit #2H	<b>W</b> /2	15-26S-27E	98220
20.015.42027	Cianda Unit #211	E/2	10-26S-27E	00220
30-015-43937	Cicada Unit #3H	E/2	15-26S-27E	98220
20.015.42026		W/2	10-26S-27E	00220
30-015-43936	Cicada Unit #4H	<b>W</b> /2	15-26S-27E	98220
20.015.42026		E/2	10-26S-27E	00220
30-015-43926	Cicada Unit #5H	<b>E/2</b>	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-43932	Cicada Unit #6H	<b>W</b> /2	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-44367	Cicada Unit #13H	<b>W</b> /2	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-44371	Cicada Unit #14H	<b>W</b> /2	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-44353	Cicada Unit #15H	W/2	15-26S-27E	98220
	Cicada Unit #16H	W/2	10-26S-27E	
30-015-44351		W/2	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-44354	Cicada Unit #17H	hit #17H W/2	15-26S-27E	98220
		W/2	10-26S-27E	
30-015-44352	Cicada Unit #18H	W/2	15-26S-27E	98220
		E/2	10-26S-27E	
30-015-46468	Cicada Unit #27H	E/2	15-26S-27E	98220
		E/2	10-26S-27E	
30-015-46469	Cicada Unit #28H	E/2	15-26S-27E	98220
		E/2	10-26S-27E	
30-015-46470	Cicada Unit #29H	E/2	15-26S-27E	98220
		W/2	11-26S-27E	
30-015-46898	Cicada Unit #30H	W/2	14-26S-27E	98220
		W/2	11-26S-27E	
30-015-46901	Cicada Unit #31H	W/2	14-26S-27E	98220
		W/2	11-26S-27E	
30-015-46913	Cicada Unit #32H	W/2	14-26S-27E	98220
		W/2	10-26S-27E	
30-015-49001	Cicada Unit #51H	W/2 W/2	10-26S-27E 15-26S-27E	64010
		W/2	10-26S-27E	
		vv/Z	10-203-2/L	

30-015-49000	Cicada Unit #52H			64010
		W/2	15-26S-27E	
30-015-48999	Cicada Unit #53H	<b>W</b> /2	10-26S-27E	64010
		<b>W</b> /2	15-26S-27E	01010
30-015-44347	Cicada Unit #7H	<b>E/2</b>	35-25S-27E	98220
50-015-44547		E/2	2-26S-27E	10220
30-015-44346	Cicada Unit #8H	E/2	35-25S-27E	98220
30-013-44340	Cicada Unit #611	<b>E/2</b>	2-26S-27E	90220
20.015.44250		E/2	35-25S-27E	00220
30-015-44350	Cicada Unit #9H	E/2	2-26S-27E	98220
		E/2	35-25S-27E	
30-015-44349	Cicada Unit #10H	E/2	2-26S-27E	98220
		E/2	35-25S-27E	
30-015-44345	Cicada Unit #11H	E/2	2-26S-27E	98220
		E/2 E/2	35-25S-27E	
30-015-44348	Cicada Unit #12H	E/2 E/2	2-26S-27E	98220
30-015-45602	Cicada Unit #23H	E/2	23-25S-27E	98220
		E/2	26-25S-27E	
30-015-45720	Cicada Unit #24H	<b>E/2</b>	23-25S-27E	98220
50-015-45720		E/2	26-25S-27E	10220
20 015 45601	Cicada Unit #25H	<b>W</b> /2	23-25S-27E	00220
30-015-45601		<b>W</b> /2	26-25S-27E	98220
	Cicada Unit #26H	W/2	23-25S-27E	
30-015-45600		W/2	26-25S-27E	98220
	Cicada Unit #19H	W/2	23-25S-27E	
30-015-45426		W/2	26-25S-27E	98220
		W/2	23-25S-27E	
30-015-45425	Cicada Unit #20H	W/2 W/2	26-25S-27E	98220
		W/2 W/2	23-25S-27E	
30-015-45424	Cicada Unit #21H			98220
		W/2	26-25S-27E	
30-015-45423	Cicada Unit #22H	W/2	23-25S-27E	98220
		<b>W</b> /2	26-25S-27E	
30-015-46342	Cicada Unit #33H	<b>W</b> /2	35-25 <b>S</b> -27E	98220
50-015-40542	Cicada Unit #5511	<b>W</b> /2	2-26S-27E	70220
30-015-46343	Cicada Unit #34H	<b>W</b> /2	35-25S-27E	98220
30-013-40343	Cicada Uliit #34H	<b>W</b> /2	2-26S-27E	90220
20.015.462.44		E/2	35-25S-27E	00000
30-015-46344	Cicada Unit #35H	<b>E/2</b>	2-26S-27E	98220
		E/2	35-258-27E	
30-015-46345	Cicada Unit #36H	E/2	2-26S-27E	98220
		W/2	35-25S-27E	
30-015-46346	Cicada Unit #37H	W/2	2-26S-27E	98220
		W/2 W/2	35-25S-27E	
30-015-46347	Cicada Unit #38H			98220
		W/2	2-26S-27E	
30-015-46348	Cicada Unit #39H	W/2	35-25S-27E	98220
		W/2	2-26S-27E	
		<b>E/2</b>	23-25S-27E	
30-015-48782	Cicada Unit #41H	<b>E/2</b>	26-25S-27E	98220
		NE/4	35-25S-27E	
		E/2	23-25S-27E	
30-015-48783	Cicada Unit #43H	<b>E/2</b>	26-258-27E	98220

		<b>NE/4</b>	35-25S-27E	
30-015-49465	Cicada Unit #45H	<b>E/2</b>	11-26S-27E	98220
30-013-49403	Cicada Unit #45H	<b>E/2</b>	14-26S-27E	98220
30-015-49466	Cicada Unit #47H	<b>E/2</b>	11-26S-27E	98220
30-013-49400	Cicada Uliit #4/H	<b>E/2</b>	14-26S-27E	96220
30-015-49467	Cicada Unit #48H	E/2	11-26S-27E	98220
30-013-49407	Cicada Uliit #4011	<b>E/2</b>	14-26S-27E	96220
30-015-49468	Cicada Unit #50H	<b>E/2</b>	11-26S-27E	98220
30-013-47400	Cicada Unit #3011	<b>E/2</b>	14-26S-27E	90220
30-015-49469	Cicada Unit #56H	<b>W</b> /2	1-26S-27E	98220
30-013-47407	Cicada Unit #3011	<b>W</b> /2	12-26S-27E	90220
30-015-49470	Cicada Unit #57H	<b>W</b> /2	1-26S-27E	98220
30-013-49470	Cicada Unit #5/11	<b>W</b> /2	12-26S-27E	90220
20 015 40471	Cicada Unit #5911	<b>W/2</b>	1-26S-27E	98220
30-015-49471	Cicada Unit #58H	<b>W</b> /2	12-26S-27E	98220
20.015.40472	Circada Unit #5011	<b>W</b> /2	1-26S-27E	09220
30-015-49472	Cicada Unit #59H	<b>W</b> /2	12-26S-27E	98220
20.015.40/24		E/2	1-26S-27E	98220
30-015-49624	Cicada Unit #60H	<b>E/2</b>	12-26S-27E	
20.015.40/25		<b>E/2</b>	1-26S-27E	98220
30-015-49625	Cicada Unit #61H	<b>E/2</b>	12-26S-27E	
		<b>E/2</b>	1-26S-27E	
30-015-49626	Cicada Unit #62H	<b>E/2</b>	12-26S-27E	98220
	Cicada Unit #63H	<b>E/2</b>	1-26S-27E	
30-015-49627		<b>E/2</b>	12-26S-27E	98220
		W/2	17-26S-27E	
30-015-45100	HH SO 17 20 Federal 1 #1H	<b>W</b> /2	20-26S-27E	98770
		W/2	17-26S-27E	
30-015-45101	HH SO 17 20 Federal 1 #2H	<b>W</b> /2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45154	HH SO 17 20 Federal 1 #3H	<b>W</b> /2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45155	HH SO 17 20 Federal 1 #4H	<b>W</b> /2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45102	HH SO 17 20 Federal 1 #5H	<b>W</b> /2	20-26S-27E	98220
		W/2	17-26S-27E	
30-015-45103	HH SO 17 20 Federal 1 #6H	<b>W</b> /2	20-26S-27E	98220
		E/2	5-26S-27E	
30-015-45115	HH SO 8 5 Federal 3 #1H	<b>E/2</b>	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-45116	HH SO 8 5 Federal 3 #2H	W/2	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-45117	HH SO 8 5 Federal 3 #3H	W/2	8-26S-27E	98220
		E/2	5-26S-27E	
30-015-45118	HH SO 8 5 Federal 3 #4H	E/2	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-45119	HH SO 8 5 Federal 3 #5H	W/2	8-26S-27E	98220
		E/2	5-26S-27E	
30-015-45120	HH SO 8 5 Federal 3 #6H	E/2	8-26S-27E	98220
		W/2	5-26S-27E	
30-015-43935	HH SO 8 P2 #5H	**/ 2		98220

		<b>W</b> /2	8-26S-27E	
30-015-43934		W/2	5-26S-27E	98220
30-015-43934	HH SO 8 P2 #6H	<b>W</b> /2	8-26S-27E	98220
30-015-43933	HH SO 8 P2 #13H	W/2	5-26S-27E	98220
30-015-43933	HH SO 8 F2 #13H	<b>W</b> /2	8-26S-27E	98220
30-015-43931	HH SO 8 P2 #14H	<b>W</b> /2	5-26S-27E	98220
30-015-43931	HH SO 8 F2 #14H	<b>W</b> /2	8-26S-27E	98220
20 015 42027		W/2	5-26S-27E	00220
30-015-43927	HH SO 8 P2 #21H	<b>W</b> /2	8-26S-27E	98220
20.015.42020		W/2	5-26S-27E	09220
30-015-43928	HH SO 8 P2 #22H	<b>W</b> /2	8-26S-27E	98220
20.015.45104		E/2	17-26S-27E	00000
30-015-45104	HH SO 17 20 Federal 2 #1H	E/2	20-26S-27E	98220
		E/2	17-26S-27E	
30-015-45105	HH SO 17 20 Federal 2 #2H	E/2	20-26S-27E	98220
		E/2	17-26S-27E	5
30-015-45106	HH SO 17 20 Federal 2 #3H	<b>E/2</b>	20-26S-27E	98220
		E/2	17-26S-27E	
30-015-45107	HH SO 17 20 Federal 2 #4H	E/2	20-26S-27E	98220
		E/2	17-26S-27E	
30-015-45108	HH SO 17 20 Federal 2 #5H	E/2	20-26S-27E	98220
		E/2	17-26S-27E	
30-015-45109	HH SO 17 20 Federal 2 #6H	E/2 E/2	20-26S-27E	98220
		E/2 E/2	5-26S-27E	
30-015-45987	HH SO 8 5 Federal 4 #1H	E/2 E/2	8-26S-27E	98220
		E/2 E/2	5-26S-27E	<u> </u>
30-015-45988	HH SO 8 5 Federal 4 #2H	E/2 E/2	3-26S-27E 8-26S-27E	98220
		E/2 E/2	5-26S-27E	
30-015-45989	HH SO 8 5 Federal 4 #3H	E/2 E/2	3-26S-27E 8-26S-27E	98220
		E/2 E/2	5-26S-27E	
30-015-45990	HH SO 8 5 Federal 4 #4H	E/2 E/2		98220
			8-26S-27E	
30-015-45991	<b>HH SO 8 5 Federal 4 #5H</b>	E/2	5-26S-27E	98220
		E/2	8-26S-27E	
30-015-45992	HH SO 8 5 Federal 4 #6H	E/2	5-26S-27E	98220
		E/2	8-26S-27E	
30-015-48353	HH SO 17 20 Federal 3 #401H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-48356	HH SO 17 20 Federal 3 #402H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-48355	HH SO 17 20 Federal 3 #403H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	
30-015-48354	HH SO 17 20 Federal 3 #404H	<b>W</b> /2	17-26S-27E	98220
		<b>W</b> /2	20-26S-27E	
30-015-50181	Cicada Unit #64H	<b>W</b> /2	1-26S-27E	16800
		<b>W</b> /2	12-26S-27E	
30-015-49598	Cicada Unit #65H	<b>W</b> /2	1-26S-27E	16800
00010-47070		W/2	12-26S-27E	10000
30-015-49603	Wild Turkey 12 1 Federal Com 24	<b>E/2</b>	1-26S-27E	16800
50-015-47005	#1H	E/2	12-26S-27E	10000
30-015-49602	Cicada Unit #67H	E/2	1-26S-27E	16800
30-015-49002				10000

		E/2	12-26S-27E	
		E/2	1-26S-27E	1 (000
30-015-49604	Cicada Unit #68H	<b>E/2</b>	12-26S-27E	16800
		W/2	23-25S-27E	2021
30-015-49684	Cicada Unit #69H	<b>W/2</b>	26-258-27E	30216
		W/2	23-258-27E	
30-015-49685	Cicada Unit #70H	<b>W/2</b>	26-258-27E	30216
		E/2 W/2	23-258-27E	
30-015-49686	Cicada Unit #71H	BCGJO	26-258-27E	30216
		W/2 E/2	23-258-27E	
30-015-49687	Cicada Unit #72H	ABHIP	26-25S-27E	30216
	Smoke Wagon 10 15 Federal Com	E/2	10-26S-27E	
30-015-50182	28 #1H	E/2	15-26S-27E	64010
	Smoke Wagon 10 15 Federal Com	W/2	10-26S-27E	<u> </u>
30-015-50183	28 #2H	W/2	15-26S-27E	64010
		W/2	11-26S-27E	
30-015-53225	Cicada Unit #80H	W/2	14-26S-27E	16800
		W/2	11-26S-27E	
30-015-53224	Cicada Unit #81H	W/2 W/2	14-26S-27E	16800
		W/2 W/2	11-26S-27E	
30-015-53226	Cicada Unit #82H	W/2 W/2	11-26S-27E	16800
		E/2	14-26S-27E	
30-015-53393	Cicada Unit #83H			16800
		E/2	14-26S-27E	
30-015-53599	Cicada Unit #84H	E/2	11-26S-27E	16800
		E/2	14-26S-27E	
30-015-53600	Patron 35 36 Federal State Com 29	N/2	35-25S-27E	16800
	#1H	BCDEFG	36-25S-27E	
30-015-50067	Patron 35 36 Federal State Com 29	N/2	35-25S-27E	16800
	#2H	BCDEFG	36-25S-27E	
30-015-53601	Patron 35 36 Federal State Com 29	S/2	35-258-27E	16800
	#3H	J K L M N O	36-25S-27E	
30-015-50177	Patron 35 36 Federal State Com 29	S/2	35-258-27E	16800
00 010 00177	#4H	J K L M N O	36-25S-27E	10000
30-015-50068	Patron 35 36 Federal State Com 29	S/2	35-258-27E	16800
50-015-50000	#5H	J K L M N O	36-25S-27E	10000
30-015-53752	Whistle Pig 9 4 Federal Com 21	<b>W</b> /2	9-26S-27E	98220
00 010 00/02	#1H			<i><b>JOILO</b></i>
30-015-53753	Whistle Pig 9 4 Federal Com 21	<b>W</b> /2	9-26 <b>S-27E</b>	98220
	#2H			
30-015-53754	Whistle Pig 9 4 Federal Com 21	<b>W/2</b>	9-26S-27E	98220
	#3H			
30-015-53884	Whistle Pig 9 4 Federal Com 21 #4H	<b>W</b> /2	9-26S-27E	98220
	Four Roses 9 4 Federal Com 22			
30-015-53802	#1H	<b>E/2</b>	9-26S-27E	98220
	Four Roses 9 4 Federal Com 22			
30-015-53803	#2H	<b>E/2</b>	9-26S-27E	98220
	Four Roses 9 4 Federal Com 22		0.0/2 0	00000
30-015-53804	#3H	<b>E/2</b>	9-26S-27E	98220
20.015.52005	Four Roses 9 4 Federal Com 22		0.269.255	00000
30-015-53805	#4H	E/2	9-26S-27E	98220

30-015-53739	Rye One 16 21 Federal State Com	<b>W</b> /2	16-26S-27E	98220
50-015-55759	P40 #1H	<b>W</b> /2	21-26S-27E	90220
30-015-53738	Rye One 16 21 Federal State Com	<b>W</b> /2	16-26S-27E	98220
30-013-33738	P40 #2H	<b>W</b> /2	21-26S-27E	96220
30-015-53801	Rye One 16 21 Federal State Com	<b>W</b> /2	16-26S-27E	98220
30-013-33001	P40 #3H	<b>W</b> /2	21-26S-27E	96220
30-015-53737	Rye One 16 21 Federal State Com	<b>W</b> /2	16-26S-27E	98220
30-015-53/3/	P40 #4H	<b>W</b> /2	21-26S-27E	98220
20 015 52521	Few 16 21 Federal State Com P41	<b>E/2</b>	16-26S-27E	00220
30-015-53731	#1H	<b>E/2</b>	21-26S-27E	98220
20.015.52(00	Few 16 21 Federal State Com P41	<b>E/2</b>	16-26S-27E	00220
30-015-53699	#2H	<b>E/2</b>	21-26S-27E	98220
20.015.5251(	Few 16 21 Federal State Com P41	<b>E/2</b>	16-26S-27E	00220
30-015-53516	#3H	<b>E/2</b>	21-26S-27E	98220
	Few 16 21 Federal State Com P41	E/2	16-26S-27E	
30-015-53581	# <b>4</b> H	E/2	21-26S-27E	98220
	Bulleit 13 24 Federal State Com 32	W/2	13-26S-27E	
30-015-54248	#1H	W/2	24-26S-27E	30215
	Bulleit 13 24 Federal State Com 32	W/2	13-26S-27E	
30-015-54249	#2H	W/2	24-26S-27E	30215
	Bulleit 13 24 Federal State Com 32	W/2	13-26S-27E	
30-015-54257	#3H	W/2	24-26S-27E	30215
	Bulleit 13 24 Federal State Com 32	E/2	13-26S-27E	
30-015-54250	#4H	E/2 E/2	24-26S-27E	30215
	<i>π</i> -11	W/2	13-26S-27E	
30-015-54374	Walkers 13 24 Federal Com #430H	W/2 W/2	13-26S-27E 24-26S-27E	98220
		W/2	13-26S-27E	
30-015-54375	Walkers 13 24 Federal Com #431H	W/2 W/2		98220
		W/2 W/2	24-26S-27E 13-26S-27E	<u> </u>
30-015-54376	Walkers 13 24 Federal Com #432H	W/2 W/2	13-268-27E 24-268-27E	98220
		W/2 W/2	13-26S-27E	<u> </u>
30-015-54377	Walkers 13 24 Federal Com #433H			98220
		W/2	24-26S-27E	
30-015-54231	Jameson 13 24 Federal Com #434H	E/2	13-26S-27E	98220
		E/2	24-26S-27E	
30-015-54232	Jameson 13 24 Federal Com #435H	E/2	13-26S-27E	98220
		E/2	24-26S-27E	
30-015-54233	Jameson 13 24 Federal Com #436H	E/2	13-26S-27E	98220
		E/2	24-26S-27E	
30-015-54234	Jameson 13 24 Federal Com #437H	E/2	13-26S-27E	98220
		E/2	24-26S-27E	<i>,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
30-015-54251	Bulleit 13 24 Federal Com #155H	<b>W</b> /2	13-26S-27E	30215
00-010-04201	Durich 15 24 Federal Com #15511	<b>W</b> /2	24-26S-27E	50215
30-015-54252	Bulleit 13 24 Federal Com #156H	E/2	13-26S-27E	30215
50-015-54252	Bunch 15 24 Federal Com #15011	<b>E/2</b>	24-26S-27E	50215
30-015-54253	Bulleit 13 24 Federal Com #255H	<b>W</b> /2	13-26S-27E	30215
50-015-57255	$\frac{1}{27} \frac{1}{10} \frac{1}{27} \frac{1}{10} \frac$	<b>W</b> /2	24-26S-27E	50215
30-015-54254	Bulleit 13 24 Federal Com #256H	<b>W</b> /2	13-26S-27E	30215
50-015-54254		<b>W</b> /2	24-26S-27E	50215
30-015-54255	Bulleit 13 24 Federal Com #257H	<b>E/2</b>	13-26S-27E	30215
50-015-54255	Buildi 15 24 Fuuti ai Colli #25/ fi	<b>E/2</b>	24-26S-27E	50215

30-015-54256	Bulleit 13 24 Federal Com #258H	E/2	13-26S-27E	30215
50-015-54250	Bunch 15 24 Federal Com #25011	E/2	24-26S-27E	00215
30-015-49954	Kessler 25 36 State Com #438H	<b>W</b> /2	25-26S-27E	98220
50-015-47754	Ressel 25 50 State Com #45011	NW/4	36-26S-27E	<i><b>JOEE0</b></i>
30-015-49941	Kessler 25 36 State Com #439H	<b>W</b> /2	25-26S-27E	98220
50-015-47741	Ressel 25 50 State Com #45/11	NW/4	36-26S-27E	<i>)</i> 0220
30-015-49943	Kessler 25 36 State Com #440H	<b>W</b> /2	25-26S-27E	98220
00-010-47740	Ressel 25 50 State Com #++011	NW/4	36-26S-27E	<i><b>JOEE0</b></i>
30-015-49940	Kessler 25 36 State Com #441H	<b>W</b> /2	25-26S-27E	98220
50-015-47740	Ressel 25 50 State Com #4411	NW/4	36-26S-27E	<i><b>JOEE0</b></i>
30-015-49955	Jim Beam 25 36 State Com #442H	E/2	25-26S-27E	98220
30-013-47733	5111 Dealit 25 50 State Colli #44211	NE/4	36-26S-27E	<i>J0220</i>
30-015-49824	Jim Beam 25 36 State Com #443H	E/2	25-26S-27E	98220
30-013-47024	Jim Deam 25 50 State Com #44511	NE/4	36-26S-27E	90220
30-015-49956	Jim Beam 25 36 State Com #444H	E/2	25-26S-27E	98220
30-013-49930	Jiii Dealii 25 50 State Colli #44411	<b>NE/4</b>	36-26S-27E	90220
30 015 40057	Jim Beam 25 36 State Com #445H	E/2	25-26S-27E	09220
30-015-49957	JIM Beam 25 36 State Com #445H	<b>NE/4</b>	36-26S-27E	98220
20.015.40052	D. 1	W/2	25-26S-27E	20215
30-015-49953	Baileys 25 36 State Com #234H	<b>NW/4</b>	36-26S-27E	30215
20.015.52200		W/2	25-26S-27E	20215
30-015-53288	Baileys 25 36 State Com #235H	<b>NW/4</b>	36-26S-27E	30215
20.015.40052		W/2	25-26S-27E	20215
30-015-49952	Baileys 25 36 State Com #236H	<b>NW/4</b>	36-26S-27E	30215
		E/2	25-26S-27E	
30-015-49951	Baileys 25 36 State Com #237H	<b>NE/4</b>	36-26S-27E	30215
		W/2	25-26S-27E	
30-015-54067	Kessler 25 36 State Com #638H	<b>NW/4</b>	36-26S-27E	98220
		W/2	25-26S-27E	
30-015-54066	Kessler 25 36 State Com #538H	<b>NW/4</b>	36-26S-27E	98220
		W/2	25-26S-27E	
30-015-54068	Kessler 25 36 State Com #639H	<b>NW/4</b>	36-26S-27E	98220
		E/2	25-26S-27E	
30-015-53997	Jim Beam 25 36 State Com #539H	NE/4	36-26S-27E	98220
		E/2	25-26S-27E	
30-015-53999	Jim Beam 25 36 State Com #640H	NE/4	36-26S-27E	98220
		E/2	25-26S-27E	
30-015-53998	Jim Beam 25 36 State Com #540H	NE/4	36-26S-27E	98220
		E/2	25-26S-27E	
30-015-53964	Baileys 25 36 State Com #136H	NE/4	36-26S-27E	30215
		E/2	25-26S-27E	
30-015-53962	Baileys 25 36 State Com #261H	NE/4	36-26S-27E	30215
		E/2	25-26S-27E	
30-015-53968	Baileys 25 36 State Com #137H	NE/4	36-26S-27E	30215
		E/2	25-26S-27E	
30-015-53965	Baileys 25 36 State Com #262H	NE/4	36-26S-27E	30215
		W/2	25-26S-27E	
30-015-53969	Baileys 25 36 State Com #134H	NW/4	36-26S-27E	30215
		W/2	25-26S-27E	
30-015-53967	Baileys 25 36 State Com #259H	NW/4	36-26S-27E	30215
		11 11/4	50-200-27 L	

30-015-53963	Baileys 25 36 State Com #135H	W/2 NW/4	25-268-27E 36-268-27E	30215
30-015-53966	Baileys 25 36 State Com #260H	W/2 NW/4	25-26S-27E 36-26S-27E	30215

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

# **Carlsbad Current Argus.**

Affidavit of Publication Ad # 0005866282 This is not an invoice

#### HOLLAND AND HART PO BOX 2208

#### SANTA FE, NM 87504-2208

I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

12/15/2023

Legal Clerk

Subscribed and sworn before me this December 15,

2023:

State of WI, County of Brown NOTARY PUBLIC

7

My commission expires

KATHLEEN ALLEN Notary Public State of Wisconsin

Ad # 0005866282 PO #: 0005866282 # of Affidavits1

This is not an invoice

To: All affected parties, including; New Mexico State Land Office; OXY Y-1 Company; EOG Resources, Inc.; Horton Royalty, LLC; John and Theresa Hillman Family Properties, LP; Robert G. Shelton, his heirs and devisees; Doug Shultz, his heirs and devisees; Doug Shultz, his heirs and devisees; Development Sharbro Energy LLC; Nearburg Production Company; LLC; Nestegg Energy Corporation, and Concho Oil & Gas LLC / COG Operating LLC.

COG Operating LLC. Application of Chevron U.S.A. Inc (OGRID No. 4323) ('Chevron") to amend NMOCD Order PLC-887-A and for administrative approval to surface commingle (pool and lease) oil and gas production from the Cicada Unit and non-unit production comprised of Sections 23, 26, 35 and 36, Township 25 South, Range 27 East, and Sections 1, 2, 5, 8-Township 26 South, Range 27 East, O, 21, 24, 25, and 36, Township 26 South, Range 27 East, NMPM, Eddy County, New Mexico (the "Lands"). Order PLC-887-A authorizes pool and lease gas commingling, off-lease storage at various Hayhurst Tank Batteries (CTB 10, CTB 35, CTB 12, and CTB 9) of production from all existing and future infill wells drilled in the following "leases":

(a) The 6,400-acre Cicada Unit PA Wolfcamp NMNM 137168A comprised of Sections 23, 26, 35, Township 25 South, Range 27 East, and Sections 1, 2, 10-12, 14 and 15, Township 26 South, Range 27 East, in the Purple Sage; Wolfcamp (gas) [98220];

(b) The 6,400-acre Cicada Unit PA Bone Spring (pending) comprised of Sections 23, 26, 35, Township 25 South, Range 27 East, and Sections 1, 2, 10-12, 14 and 15, Township 26 South, Range 27 East, in the Welch; Bone Spring (oll) [64010], Delaware River; Bone Spring (oil) [16800]; and North Hay Hollow; Bone Spring (oll) [30216];

(c) The 2,560-acre CA Wolfcamp NMNM 138618 comprised of Sections 5, 8, 17, and 20, Township 26 South, Range 27 East, in the Purple Sage; Wolfcamp (gas) [98220];

Pursuant to 19.15.12.10.C(4)(g), Chevron seeks to amend the terms of Order PLC-887-A to add to the terms of the order the Hayhurst Tank Battery Sec. CTB 25, located in the SE/4 NW/4 of Section 25, Township 26 South, Range 27 East, and the production (oil and gas) from all existing and future infill wells drilled in the following "leases":

(a) The 640-acre spacing unit comprised of the E/2 of Sections 16 & 21, Township 26 South, Range 27 East, in the Purple Sage; Wolfcamp (gas) [98220];

(b) The 640-acre spacing unit comprised of the W/2 of Sections 16 & 21, Township 26 South, Range 27 East, in the Purple Sage; Wolfcamp (gas) [98220];

(c) The 640-acre spacing unit comprised of the E/2 of Sections 13 & 24, Township 26 South, Range 27 East in the Delaware River, Bone Spring (16800); Hay Hollow; Bone Spring (oil) [30215];

(d) The 640-acre spacing unit comprised of the W/2 of Sections 13 & 24, Township 26 South, Range 27 East in the Delaware River; Bone Spring [16800]; Hay (e) The 640-acre spacing unit comprised of the E/2 of Sections 13 & 24, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) [98220];

(f) The 640-acre spacing unit comprised of the W/2 of Sections 13 & 24, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) [98220];

(g) The 448.09-acre spacing unit comprised of the E/2 of Sections 25 & 36, Township 26 South, Range 27 East in the Hay Hollow; Bone Spring (oil) [30215];

(h) The 448.31-acre spacing unit comprised of the W/2 of Sections 25 & 36, Township 26 South, Range 27 East in the Hay Hollow; Bone Spring (oil) [30215];

(i) The 448.09-acre spacing unit comprised of the E/2 of Sections 25 & 36, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) [98220];

(j) The 448.31-acre spacing unit comprised of the W/2 of Sections 25 & 36, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) [98220];

(k) The 560-acre spacing unit comprised of the N/2 of Sections 35 & 36, Township 25 South, Range 27 East in the North Hay Hollow; Bone Spring (oil) [30216];

(I) The 560-acre spacing unit comprised of the S/2 of Sections 35 & 36, Township 25 South, Range 27 East in the North Hay Hollow; Bone Spring (oil) [30216];

(m) The 320-acre spacing unit comprised of the E/2 of Section 9, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) (98220);

(n) The 320-acre spacing unit comprised of the W/2 of Section 9, Township 26 South, Range 27 East in the Purple Sage; Wolfcamp (gas) [98220];

(o) The 160-acre spacing unit comprised of the S/2 N/2 of Sec-tion 21, Township 26 South, Range 27 East in the Wildcat-015 G-04 S2626258 (98018); and

(p) The 320-acre spacing unit comprised of the S/2 of Section 21, Township 26 South, Range 27 East in the Wildcat-015 G-04 S262625B [98018].

Any objection to this application must be filed in writing within twenty days from date of publi-cation with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objec-tion is received within this twen-ty-day period, this application may be approved administra-tively by the Division. If you have any questions about this application, please contact Deir-dre Devery, Chevron U.S.A. Inc, 6301 Deauville Blvd, Midland, TX, 79706, DeirdreDevery@ chevron.com. 5866282, Current Argus,

#5866282, Current Argus, December 15, 2023

 District I

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District II

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District III

 100 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 District IV

 1220 S. St. Francis Dr., Santa Fe, NM 87505

#### 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

WELL LOCATION AND ACREAGE DEDICATION PLAT

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

	<sup>1</sup> API N	umb	er		<sup>2</sup> Pool	l Co	de			<sup>3</sup> Pool Na	ne			
			30216 NORTH HAY HOLLOW: BONE SPRING											
<sup>4</sup> Proper	ty Code						<sup>5</sup> P	roperty Name				6 -	Well Number	
						Р	PATRON 35	5 36 FEDERAL	L COM				229H	
<sup>7</sup> OGRI	ID No.						<sup>8</sup> O	perator Name					<sup>9</sup> Elevation	
432	23						CHEVR	RON U.S.A. IN	C.				3219'	
							10 Sur	face Locat	ion					
UL or lot no.	Secti	on J	ſownship		Range		Lot Idn	Feet from the	North/South line	Feet from the	East/V	West line	County	
Е	35	2	25 SOUTH	27 E	AST, N.M.P.M	Ι.		2421'	NORTH	150'	WE	ST	EDDY	
					<sup>11</sup> Bottom	Ho	ole Locat	tion If Diffe	erent From S	urface				
UL or lot no.	Secti	on	Township		Range		Lot Idn	Feet from the	North/South line	Feet from the	East/V	Vest line	County	
В	36	2	25 SOUTH	27 E/	AST, N.M.P.M	Ι.		330'	330' NORTH 1345' EAST EDDY					
<sup>12</sup> Dedicated A	cres <sup>13</sup>	Joint	t or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.											
560		IN	IFILL											

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

16			st Take Point 100' FWL			osed Last Ta 0' FNL, 1420		330'			<sup>17</sup> <b>OPERATOR CERTIFICATION</b> <i>I hereby certify that the information contained herein is true and complete</i>
	A		В		C				Е	F	to the best of my knowledge and belief, and that this organization either
	V.X	S 89°58'54" I	5,161.59'		йниг <sub>S 89</sub>	9°58'54" E 3,	357.10	X	L_		owns a working interest or unleased mineral interest in the land including
			Proposed M		<u> </u>	<b>-</b>	— ·	-0-9	1345	-	the proposed bottom hole location or has a right to drill this well at this
	421		Floposed M					1			location pursuant to a contract with an owner of such a mineral or
	G	Sec	35						1	J	working interest, or to a voluntary pooling agreement or a compulsory
		NMNM-	1				ec. 36	1			pooling order heretofore entered by the division.
150'		17'08" E 94.63'				V	B-996	1			
											Signature Date
Sec. 34			L COORDINAT						М	Ν	
			E (NAD 27)								Printed Name
	=397757.44, X=			19.02, X=55							
C - Y:	=397933.25,  X= =397745.01,  X=	556295.28		31.91, X=560 36.20, X=56 <sup>2</sup>							7
	=397755.48, X= =397760.36, X=			01.76, X=55 91.99, X=556							E-mail Address
F - Y=	=397765.25, X=	561488.84	M - Y=3951	03.79, X=56	0184.98						
	=396430.11, X=		N - Y=3951	07.15, X=56 -	1497.99		T25S-R				<b>*SURVEYOR CERTIFICATION</b>
F	PATRON 35 36 FED NO 229H W		PRC	POSED MID PO	DINT		T26S-F	R27E			I hereby certify that the well location shown on this
X=			X=	556,288'							plat was plotted from field notes of actual surveys
Y=	'		Y= LAT.	397,431' 32.092524° N	NAD 27		SED BOTTO				made by me or under my supervision, and that the
	T. 32.086793 NG. 104.168285°	Ϋ́Ν		104.151574° W		PROPU	LOCATION		. <b>-</b>		same is true and correct to the best of my belief.
X=	592,3	300'	X= Y=	597,472' 397,488'		X=	560,145				07/20/2021
Y=	,		LAT.	32.092646° N	NAD83/86	Y= LAT.	397,430 32.092502° N		D 27		07/20/2021 L. LAS
	NG 104.168778°			104.152066° W			4.139119° W				Date of Survey Signature and Sear optoresaithal Surveyor
Р	ROPOSED FIRST	TAKE POINT		SED LAST TAK	E POINT	X=	601,329	'			Signature and Sear operorestomal Surveyor
X= Y=			X= Y=	560,070' 397,430'		Y=	397,487		20/06		(23006) 01/09/2024
LA			LAT.	32.092502° N	NAD 27		32.092624° N 14.139610° W	•	03/00		
	NG. 104 168241°	, M	LONG. X=	104.139361° W 601,254'		LUNG. I	14.139010 VV				
X= Y=	,	90'	Y=	397,487'	NAD83/86						Nor 12 Pres Agent
LA	T 32.092673	° N NAD83/86	LAT. LONG.	32.092624° N 104.139852° W	NAD03/00						Certificate Number
LC	NG. 104.168734°	, M	LUNG.	104.139032 W							

# Released to Imaging: 8/9/2024 11:10:38 AM

# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

	<sup>1</sup> API Num	ber	r <sup>2</sup> Pool Code <sup>3</sup> Pool Name							
			302	30216 NORTH HAY HOLLOW: BONE SPRING						
<sup>4</sup> Proper	ty Code			<sup>5</sup> P	roperty Name				6	Well Number
				PATRON 35	5 36 FEDERAI	L COM				230Н
<sup>7</sup> OGR	ID No.			<sup>8</sup> O	perator Name					<sup>9</sup> Elevation
43	23			CHEVR	RON U.S.A. IN	C.				3219'
		ł		<sup>10</sup> Sur	face Locat	ion				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/	West line	County
Е	35	25 SOUTH	27 EAST, N.M.P.M.		2446'	NORTH	150'	WE	ST	EDDY
			<sup>11</sup> Bottom I	Hole Locat	ion If Diffe	erent From S	Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/V	West line	County
G	36	25 SOUTH	27 EAST, N.M.P.M.		1485'	NORTH	1345'	EA	ST	EDDY
<sup>12</sup> Dedicated A	cres <sup>13</sup> Join	t or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.								
560	DI	EFINING	INING							

A B C D E F I hereby certify that the information contained herein to the best of my knowledge and belief, and that this of owns a working interest or unleased mineral interest or unleased mineral interest the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or has a right to define the proposed bottom hole location or hole location or has a right to define the proposed bottom hole location or hole location or has a right to define the proposed bottom hole location or	*
Proposed First Take Point Proposed Last Take Point Proposed Last Take Point	rganization either
Proposed Last Take Point - 1	
	in the land including
122 3826' FSL, 100' FWL 1485' FNL, 1420' FEL the proposed bottom hole location or has a right to di location pursuant to a contract with an ovver of such	ill this well at this
becation pursuant to a contract with an owner of such	a mineral or
G working interest, or to a voluntary pooling agreemen	t or a compulsory
N 89°59'30" E 5,174.18' H N 89°59'30" E 3,881.71' $-200$ 1345' pooling order heretofore entered by the division.	
150' X MOL 213 W MMM-107369 VB-996	
The Signature	Date
Sec. 34 <sup>K</sup> CORNER COORDINATES <sup>L</sup> M N	
TABLE (NAD 27)	
A - Y=397757.44, X=551035.56 H - Y=396419.02, X=556269.71	
B - Y=397933.25, X=553702.88 I - Y=396431.91, X=560187.49 C - Y=397745.01, X=556295.28 J - Y=396436.20, X=561493.42	
D - Y=397755.48, X=558892.97 K - Y=395101.76, X=550958.81 E-mail Address	
E - Y=397760.36, X=560190.00 L - Y=395091.99, X=556246.88 F - Y=397765.25, X=561488.84 M - Y=395103.79, X=560184.98	
G - Y=396430.11, X=550997.40 N - Y=395107.15, X=561497.99 T25S-R27E	ATION
NO 230H WELL	
X= 551,116' Y= 396,274'	-
Y= 395,313' NAD 27 LAT. 32.089344° N NAD 27 PROPOSED BOTTOM HOLE made by me or under my supervision,	and that the
LAT. $32.086724^{\circ}$ N LONG. $104.151647^{\circ}$ W LOCATION same is true and correct to the best of $X = 560.149^{\circ}$	<sup>c</sup> my belief.
X= 592.300' Y= 396.227' Y= 396.275'	
V= 395 370' NAD83/86 NAT 22 080227° N NAD27 07/20/2021	
LAT. 32.086846° N WADDONG DA. 104.152139° W LONG. 104.168778° W PROPOSED LAST TAKE POINT X= 601,333' PROPOSED FIRST TAKE POINT X= 601,333' Y= 306.332'	ANPES
LONG. 104.168778° W PROPOSED LAST TAKE POINT Y= 396 332' Y= 396 332' Signature and Sear Option of the search o	(T)
Y= 396 274' Y= 390,275 NAD 27 LINIC 104 120 EAR' W	01/09/2024
LAT. 32.089364° N NAD 27 LONG 104 139355° W	L
LONG. 104.168354° W	
X= 592,277' Y= 396,332' Y= 396,332' NAD83/86	J. K
ADD3/86 LAT. 32.089449°N	
LONG. 104.168847° W Certificate Number	

# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

	<sup>1</sup> API Nur	nber	per <sup>2</sup> Pool Code <sup>3</sup> Pool Name							
			30216 NORTH HAY HOLLOW: BONE SPRING							
<sup>4</sup> Proper	ty Code			<sup>5</sup> P	roperty Name				6	Well Number
				PATRON 35	5 36 FEDERAI	L COM				231H
<sup>7</sup> OGR	ID No.			<sup>8</sup> O	perator Name					<sup>9</sup> Elevation
43	23			CHEVF	RON U.S.A. IN	C.				3219'
		•		<sup>10</sup> Sur	face Locat	ion				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/	West line	County
Е	35	25 SOUTH	27 EAST, N.M.P.M		2471'	NORTH	151'	WE	EST	EDDY
			<sup>11</sup> Bottom	Hole Locat	tion If Diffe	erent From S	Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/V	West line	County
J	36	25 SOUTH	27 EAST, N.M.P.M		2310'	SOUTH	1345'	EA	ST	EDDY
<sup>12</sup> Dedicated A	cres <sup>13</sup> Joi	nt or Infill	or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.							
560		INFILL								

16									<sup>17</sup> OPERATOR CERTIFICATION
									I hereby certify that the information contained herein is true and complete
									to the best of my knowledge and belief, and that this organization either
		Sec	. 35 I						owns a working interest or unleased mineral interest in the land including
			COORDINAT	ËS		E - Y=393775. F - Y=393768.			the proposed bottom hole location or has a right to drill this well at this
		1	E (NAD 27)			G - Y=393775			location pursuant to a contract with an owner of such a mineral or
Sec. 34	247		101.76, X=5 091.99, X=5			H - Y=393778	10, X=56150	02.57	working interest, or to a voluntary pooling agreement or a compulsory
			103.79, X=5			- I - Y=392448.0 J - Y=392443	06, X=55088 13 X=55619		
		D - Y=395	107.15, X=5	61497.99		K - Y=392447			pooling order heretofore entered by the division.
151'		\$ 07°08'32"	w		_	L - Y=392449.	05, X=56150	7.14	
A	. ¢-⊥	534.53		в	/ Prope	osed Mid Point		lc r	Signature Date
^		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			4			-	
					<u> </u>	Sec. 36	L	1345'	-
		S 89°59'46"	E 5,190.56		S 89°5	9'46" E 3,914.0	o' / 1		Printed Name
E E		I Proposed Firs	Take Point	F	Bron	osed Last Take		G I	
L	' <b>t</b>	2310' FSL.		•		10' FSL, 1420' F			
	ł.	I Í				1	<sup>23</sup> <sup>1</sup>		E-mail Address
	NMNM-	107369	NMNM	-114968		VB-1008			
				J.		T25S-R27E		ĸι	<sup>18</sup> SURVEYOR CERTIFICATION
PA	TRON 35 36 FED	ERAL COM				T26S-R27E			I hereby certify that the well location shown on this
	NO 231H W		X=	OPOSED MID F 556.240					plat was plotted from field notes of actual surveys
X= Y=	551,1 395,2		X- Y=	394,757	,	DDODO	SED BOTTOM		made by me or under my supervision, and that the
LAT.	32.086655		LAT.	32.085174° N	NAD 27	PROPO	LOCATION		
LONG				104.151743° W	1	X=	560,154'		same is true and correct to the best of my belief.
X=	592,3		X=	597,424		Y=	394,757'	NAD 27	
Y=	395,3	NAD83/86	Y=	394,815	NAD83/86		32.085154° N	NAD 27	07/20/2021 L. LAST
LAT.	32.086777	°N	LAT. LONG.	32.085296° N 104.152235° W			04.139106° W		Date of Survey
LONG				OSED LAST TAP		X= Y=	601,338'		Date of Survey Signature and Seat of Horestonial Surveyor
X=	DPOSED FIRST 1 551.0		X=	560,079			394,814' 32.085276° N	NAD83/86	
Y=	394,7	58'	Y=	394,757	, NAD 27		04.139597° W		
LAT.	32.085198		LAT.	32.085155° N	·				
LONG			LONG.	104.139348° W					F AXX A
X=	592,2		X= Y=	601,263 394,814					KING XON
Y=	394,8 32.085319'		LAT.	394,014 32.085277° N					Certificate Number
LAT.									Certificate Number
LONC	G. 104.168995°	w I	LONG.	104.139839° W					

# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

	<sup>1</sup> API Nur	ber	per <sup>2</sup> Pool Code <sup>3</sup> Pool Name							
			30216 NORTH HAY HOLLOW: BONE SPRING							
<sup>4</sup> Proper	ty Code		·	<sup>5</sup> P	roperty Name				6	Well Number
				PATRON 35	36 FEDERAL	L COM				232Н
<sup>7</sup> OGR	ID No.			<sup>8</sup> O	perator Name					<sup>9</sup> Elevation
43	23			CHEVF	RON U.S.A. IN	C.				3220'
		ł		<sup>10</sup> Sur	face Locat	ion				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/	West line	County
Е	35	25 SOUTH	27 EAST, N.M.P.M		2496'	NORTH	152'	WE	ST	EDDY
			<sup>11</sup> Bottom ]	Hole Locat	ion If Diffe	erent From S	Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/V	Vest line	County
J	36	25 SOUTH	27 EAST, N.M.P.M	.	1380'	SOUTH	1345'	EA	ST	EDDY
<sup>12</sup> Dedicated A	cres <sup>13</sup> Join	nt or Infill	or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.							
560	DI	EFINING	NING							

16									<sup>17</sup> OPERATOR CERTIFICATION
									I hereby certify that the information contained herein is true and complete
		Sec.	25						to the best of my knowledge and belief, and that this organization either
		360.							owns a working interest or unleased mineral interest in the land including
	<b>1</b> 1	CORNER (	COORDINAT	ES			5.46, X=55092		the proposed bottom hole location or has a right to drill this well at this
			E (NAD 27)				8.43, X=55622 5.68, X=56018		location pursuant to a contract with an owner of such a mineral or
Sec. 34	2496		101.76, X=5			H - Y=39377	8.10, X=56150	02.57	
			091.99, X=55 103.79, X=56				3.06, X=55088		working interest, or to a voluntary pooling agreement or a compulsory
	L 1		107.15, X=50				3.13, X=55619 7.57. X=56017		pooling order heretofore entered by the division.
		 - S 03°42'54"					9.05, X=56150		
<u>152'</u>		1,438,34	vv	в				с р	Signature Date
			····		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	Er.		Proposed M	d Point		Sec. 36	1. 3		
	6		i roposed m			VB-1008	1.4	1	Printed Name
	H I	S 89°59'44	E" E 5.200.62	. <u> </u>	S 89°59'	44" E 3,933.79	11 2	1345'	
<u> </u>	<u>k                                    </u>			· · · ·		T 0,000.11	<del></del>	<u>⊨ – →</u>	4
	NMNM	-107369	NMNM	114968	Dranaaa	l d Last Take F		G H	E-mail Address
	F F	Proposed Firs	t Take Point			FSL, 1420' FE			
	E	1380' FSL,			1000				<sup>18</sup> SURVEYOR CERTIFICATION
		<u> </u>		J.		T25S-R27F	N/////////////////////////////////////	KL	
P/	ATRON 35 36 FE		PF	OPOSED MID P	OINT	T26S-R27E	-		I hereby certify that the well location shown on this
X=	NO 232H V 551,		X=	556,223					plat was plotted from field notes of actual surveys
Y=	395,	263'	Y=	393,827	NAD 27				made by me or under my supervision, and that the
LAT		NAD 27	LAT.	32.082617° N		PROP	DSED BOTTOM H	IOLE	
LON	NG. 104.168286	° W	LONG. X=	104.151802° W 597.407		<b>X</b> -	LOCATION 560.157'		same is true and correct to the best of my belief.
X=	592,		Y=	393.885		X= Y=	560,157 393,827'		
Y=	395,	NAD83/86	LAT.	32.082739° N	NAD83/86	LAT.	32.082598° N	NAD 27	07/20/2021 L. LAST
LAT		8° N	LONG.	104.152294° W			04.139101° W		Date of Survey
LON	NG 104.168778 ROPOSED FIRST			OSED LAST TAK		X=	601,341'		Date of Survey Signature and Sear operotesticital Surveyor
X=	551.		X=	560,082		Y=	393,884'	NAD83/86	
Y=	393,	828'	Y=	393,827	NAD 27	LAT.	32.082720° N		
LAT	,	NAD 27	LAT. LONG	32.082598° N 104.139343° W		LONG. 1	04.139592° W		
LON			X=	601.266					F AX A
X=	592,		Y=	393,884					VIII KA XIII
Y=	393,	NAD83/86	LAT.	32.082720° N					1 Start Sector Superior
LAT			LONG.	104.139834° W					Certificate Number
	104.109000	V V V	I						

# State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number			<sup>2</sup> Pool	<sup>2</sup> Pool Code		<sup>3</sup> Pool Name						
			302	30216			NORTH HAY HOLLOW: BONE SPRING					
<sup>4</sup> Property Code			<sup>5</sup> Property Name						<sup>6</sup> Well Number			
			PATRON 35 36 FEDERAL COM							233Н		
<sup>7</sup> OGRID No.			<sup>8</sup> Operator Name							<sup>9</sup> Elevation		
4323			CHEVRON U.S.A. INC.							3220'		
<sup>10</sup> Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/	West line	County		
Е	35	25 SOUTH	27 EAST, N.M.P.M.		2521'	NORTH	153'	WE	ST	EDDY		
"Bottom Hole Location If Different From Surface												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line		County		
0	36	25 SOUTH	27 EAST, N.M.P.M.	.	330'	SOUTH	1345'	EAST		EDDY		
<sup>12</sup> Dedicated A	cres <sup>13</sup> Joi	nt or Infill	r Infill <sup>14</sup> Consolidation Code <sup>15</sup> O									
560		NFILL										

16				<sup>17</sup> OPERATOR CERTIFICATION
				I hereby certify that the information contained herein is true and complete
	Sec. 35			to the best of my knowledge and belief, and that this organization either
				owns a working interest or unleased mineral interest in the land including
	NER COORDINATES		.46, X=550921.09 .43, X=556222.20	the proposed bottom hole location or has a right to drill this well at this
	TABLE (NAD 27)		.68, X=560182.48	location pursuant to a contract with an owner of such a mineral or
	Y=395101.76, X=550958.81 Y=395091.99, X=556246.88 —		10, X=561502.57	working interest, or to a voluntary pooling agreement or a compulsory
	Y=395103.79, X=560184.98		06, X=550882.93 13, X=556198.44	pooling order heretofore entered by the division.
D-1	Y=395107.15, X=561497.99		57, X=560179.97	pooling order neretojore emered by the division.
	52'15" W	L - Y=392449.	05, X=561507.14	
	63.33' <sub>.</sub> B		Ср	Signature Date
	······			S.B. Market
NMNM-107369	NMNM-114968	Sec. 36		
NIMINIVI-10736		VB-1008		Printed Name
E	Proposed Mid Point		і і с	
		Proposed Last Take Po	4	
	st Take Point 100' FWL	330' FSL, 1420' FEL		E-mail Address
	• • •			
	9°59'43 E" E 5,211 98'	S 89°59'43" E 3,956.1		<sup>18</sup> SURVEYOR CERTIFICATION
	und uning uning J	T25S-R27E T26S-R27E	K_L	I hereby certify that the well location shown on this
PATRON 35 36 FEDERAL C NO 233H WELL	OM PROPOSED MID P		-	2 32
X= 551,116'	X= 556,204		330'	plat was plotted from field notes of actual surveys
V= 395 238'	Y= 392,777	NAD 27		made by me or under my supervision, and that the
LAT. 32.086518° N	LAT. 32.079731° N			same is true and correct to the best of my belief.
LONG. 104.168286° W	LONG. 104.151869° W		SED BOTTOM HOLE	same is true and correct to the best of my benef.
X= 592,300'	X= 597,388 Y= 392,835		LOCATION	07/20/2021
Y= 395,295' LAT. 32.086640° N	<sup>983/86</sup> V <sup>=</sup> 392,635 LAT. 32.079853° N	NAD83/86 X=	560,161'	07/20/2021 L. LAST
LONG. 104.168778° W	LONG. 104 152360° W	Y=	392,777' NAD 27	Date of Survey Signature and Sear optoresaithal Surveyor
PROPOSED FIRST TAKE PC		EPOINT LAT. 3	32.079711° N	Signature and Seal of Professional Surveyor
X= 550,992'	X= 560,086		4.139096° W 601,345'	
Y= 392,778'	V= 392,777		392 834'	23006) 01/09/2024
LAT. 32.079755° N	LAI 32.079711° N		32.079833° N	
LONG. 104.168696° W X= 592,176'	LONG. 104.139338° W X= 601,270'		4.139587° W	
X= 592,176' Y= 392,835'	Y= 392,834			X / W/ X X
LAT. 32.079877° N	<sup>83/86</sup> LAT. 32.079834° N			Certificate Number
LONG 104 169189° W	LONG. 104.139829° W			
# STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY CHEVRON USA, INC.

### **ORDER NO. PLC-887-B**

## <u>ORDER</u>

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

# FINDINGS OF FACT

- 1. Chevron USA, Inc. ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
- 8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

# **CONCLUSIONS OF LAW**

- 9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
- 12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
- 14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

## <u>ORDER</u>

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

- 2. This Order supersedes Order PLC-887-A.
- 3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

Order No. PLC-887-B

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 5. The allocation of oil and gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil and gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil and gas production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the oil and gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil and gas production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil and gas production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

- 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC,

provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

- 11. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

**DATE:** 8/9/2024

GERASIMOS RAZATOS DIRECTOR (ACTING)

State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit** A

Order: PLC-887-B Operator: Chevron USA, Inc. (4323) Central Tank Battery: Hayhurst Central Tank Battery 10 Central Tank Battery Location: UL A, Section 10, Township 26 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 35 Central Tank Battery Location: UL A, Section 35, Township 25 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 12 Central Tank Battery Location: UL G, Section 12, Township 26 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 9 Central Tank Battery Location: UL M, Section 9, Township 26 South, Range 27 East Central Tank Battery: Hayhurst Central Tank Battery 25 Central Tank Battery: Hayhurst Central Tank Battery 25 Central Tank Battery: Hayhurst Central Tank Battery 25 Central Tank Battery: UL F, Section 25, Township 26 South, Range 27 East Gas Title Transfer Meter Location: UL A, Section 10, Township 26 South, Range 27 East

# Pools

Pool Name	Pool Code
<b>DELAWARE RIVER; BONE SPRING</b>	16800
HAY HOLLOW; BONE SPRING	30215
HAY HOLLOW; BONE SPRING, NORTH	30216
WELCH; BONE SPRING	64010
PURPLE SAGE; WOLFCAMP (GAS)	98220

# Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
	All	23-25S-27E
	All	26-25S-27E
	All	35-25S-27E
	All	1-26S-27E
DA Wolfcomp NMNM 1271694	All	2-26S-27E
PA Wolfcamp NMNM 137168A	All	10-26S-27E
	All	11-26S-27E
	All	12-26S-27E
	All	14-26S-27E
	All	15-26S-27E
	All	23-25S-27E
	All	26-25S-27E
	All	35-25S-27E
	All	1-26S-27E
PA Bone Spring for NMNM 137168X	All	2-26S-27E
TA Done Spring for Aviavia 157106A	All	10-26S-27E
	All	11-26S-27E
	All	12-26S-27E
	All	14-26S-27E
	All	15-26S-27E

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All	
All	CA Wolfcamp NMNM 105736925 (138618)
All	CA woncamp NWINW 105750925 (138018)
All	
E/2	V0 7385 0004
W/2	V0 7398 0001
All	NMNM 105553251 (100549)
N/2 minus H	NMNM 105691144 (138828)
S/2, H	NMNM 105679645 (120350)
N/2	V0 7638 0002
S/2	V0 7652 0002
All	NMNM 105691143 (138827)
W/2	CA Wolfcamp SLO 204960 PUN 0
<b>NW/4</b>	CA woncamp SLO 204900 PUN 0
N/2	V0 7653 0001
S/2	V0 7639 0002
N/2	V0 7654 0002
BCDEFG	VB 0996 0002
J K L M N O	VB 1008 0002
1 1 2 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Al Al Al E/2 W/2 W/2 Al N/2 minus H S/2, H S/2, H N/2 S/2 Al W/2 NW/4 N/2 S/2 N/2 S/2 N/2 S/2 N/2

# Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool	
30-015-43929	Cicada Unit #1H	E/2	10-26S-27E	98220	
30-013-43929		<b>E/2</b>	15-26S-27E	98220	
30-015-43930	Cicada Unit #2H	W/2	10-26S-27E	98220	
30-013-43930	Cicada Unit #2H	<b>W</b> /2	15-26S-27E	98220	
30-015-43937	Cicada Unit #3H	<b>E/2</b>	10-26S-27E	98220	
30-013-43937	Cicada Unit #3H	<b>E/2</b>	15-26S-27E	98220	
30-015-43936	Cicada Unit #4H	W/2	10-26S-27E	09220	
30-013-43930	Cicada Unit #4H	W/2	15-26S-27E	98220	
20.015.42020	Cianda Unit #511	E/2	10-26S-27E	09220	
30-015-43926	Cicada Unit #5H	<b>E/2</b>	15-26S-27E	98220	
30-015-43932	Cicada Unit #6H	W/2	10-26S-27E	98220	
30-013-43932	Cicada Unit #6H	W/	W/2	15-26S-27E	98220
30-015-44367	Cicada Unit #13H	W/2	10-26S-27E	98220	
30-013-44307	Cicada Unit #15H	<b>W</b> /2	15-26S-27E	98220	
30-015-44371	Cicada Unit #14H	W/2	10-26S-27E	98220	
30-013-443/1	Cicaua Unit #14H	<b>W</b> /2	15-26S-27E	96220	
20 015 44252	Cicada Unit #15H	W/2	10-26S-27E	09220	
30-015-44353	Cicada Unit #15H	<b>W</b> /2	15-26S-27E	98220	
20 015 44251	Cianda Unit #1(U	W/2	10-26S-27E	09220	
30-015-44351	Cicada Unit #16H	W/2	15-26S-27E	98220	
30-015-44354	Cicada Unit #17H	W/2	10-26S-27E	98220	
30-013-44334	Cicada Unit #17H	W/2	15-26S-27E	98220	
30-015-44352	Cicada Unit #18H	W/2	10-26S-27E	09220	
30-013-44332	Cicada Unit #18H	W/2	15-26S-27E	98220	
30-015-46468	Cicada Unit #27H	E/2	10-26S-27E	98220	
30-013-40400		E/2	15-26S-27E	90220	

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30-015-46469	Cicada Unit #28H	E/2	10-26S-27E	98220
		E/2	15-26S-27E	
30-015-46470	Cicada Unit #29H	E/2	10-26S-27E	98220
		E/2	15-26S-27E	
30-015-46898	Cicada Unit #30H	W/2	11-26S-27E	98220
		W/2	14-26S-27E	
30-015-46901	Cicada Unit #31H	W/2	11-26S-27E	98220
		W/2	14-26S-27E	
30-015-46913	Cicada Unit #32H	W/2	11-26S-27E	98220
•••••••		W/2	14-26S-27E	>0110
30-015-49001	Cicada Unit #51H	W/2	10-26S-27E	64010
		W/2	15-26S-27E	01010
30-015-49000	Cicada Unit #52H	<b>W</b> /2	10-26S-27E	64010
00 010 19000		W/2	15-26S-27E	01010
30-015-48999	Cicada Unit #53H	<b>W</b> /2	10-26S-27E	64010
50 013 40///		W/2	15-26S-27E	04010
30-015-44347	Cicada Unit #7H	<b>E/2</b>	35-25S-27E	98220
50-015-44547		E/2	2-26S-27E	<i><b>J</b>0220</i>
30-015-44346	Cicada Unit #8H	E/2	35-25S-27E	98220
50-015-44540		E/2	2-26S-27E	<i>J</i> 0220
30-015-44350	Cicada Unit #9H	E/2	35-25S-27E	98220
30-013-44330		<b>E/2</b>	2-26S-27E	90220
30-015-44349	Cicada Unit #10H	<b>E/2</b>	35-25S-27E	98220
30-013-44347	Cicada Unit #10H	E/2	2-26S-27E	90220
30-015-44345	Cicada Unit #11H	<b>E/2</b>	35-25S-27E	98220
30-013-44343		<b>E/2</b>	2-26S-27E	90220
30-015-44348	Cicada Unit #12H	<b>E/2</b>	35-25S-27E	98220
30-013-44340	Cicada Unit #1211	<b>E/2</b>	2-26S-27E	90220
30-015-45602	Cicada Unit #23H	<b>E/2</b>	23-25S-27E	98220
30-013-43002	Cicada Unit #2511	<b>E/2</b>	26-25S-27E	90220
30-015-45720	Cicada Unit #24H	<b>E/2</b>	23-25S-27E	98220
30-013-43720	Cicada Unit #2411	<b>E/2</b>	26-25S-27E	70220
30-015-45601	Cicada Unit #25H	<b>W</b> /2	23-25S-27E	98220
30-013-43001	Cicada Unit #2511	<b>W</b> /2	26-25S-27E	70220
30-015-45600	Cicada Unit #26H	<b>W</b> /2	23-25S-27E	98220
30-013-43000	Cicada Unit #2011	<b>W</b> /2	26-25S-27E	90220
30-015-45426	Cicada Unit #19H	<b>W</b> /2	23-25S-27E	98220
30-013-43420	Cicada Unit #1911	<b>W</b> /2	26-25S-27E	70220
30-015-45425	Cicada Unit #20H	<b>W</b> /2	23-25S-27E	98220
30-013-43423	Cicada Unit #20H	<b>W</b> /2	26-25S-27E	90220
30-015-45424	Cicada Unit #2111	<b>W</b> /2	23-25S-27E	98220
50-015-45424	5424Cicada Unit #21H	W/2	26-25S-27E	70220
30-015-45423	Cicada Unit #22H	W/2	23-25S-27E	98220
30-013-43443	Ultaua Ullit #22ff	<b>W/2</b>	26-25S-27E	70220
30 015 46242	Cicada Unit #33H	W/2	35-25S-27E	98220
30-015-46342	Cicaua Uliit #35H	<b>W</b> /2	2-26S-27E	70220
30-015-46343	Cicada Unit #34H	W/2	35-25S-27E	08220
30-013-40343	Cicaua Ullit #34H	<b>W</b> /2	2-26S-27E	98220

30-015-46344	Cicada Unit #35H	E/2	35-25S-27E	98220
		E/2	2-26S-27E	
30-015-46345	Cicada Unit #36H	<b>E/2</b>	35-25S-27E	98220
		<b>E/2</b>	2-26S-27E	
30-015-46346	Cicada Unit #37H	<b>W</b> /2	35-25S-27E	98220
30-013-40340	Cicada Unit #5711	<b>W/2</b>	2-26S-27E	70220
30-015-46347	Cicada Unit #38H	<b>W</b> /2	35-25S-27E	98220
30-013-40347	Cicada Unit #38H	<b>W</b> /2	2-26S-27E	90220
20.015 4(240	C'	W/2	35-25S-27E	00000
30-015-46348	Cicada Unit #39H	<b>W</b> /2	2-26S-27E	98220
		E/2	23-25S-27E	
30-015-48782	Cicada Unit #41H	E/2	26-25S-27E	98220
		NE/4	35-258-27E	
		E/2	23-25S-27E	
30-015-48783	Cicada Unit #43H	E/2 E/2	26-258-27E	98220
00 013 40/00	cicada cint interiori	NE/4	20-255-27E 35-258-27E	<i><b>JOLE</b></i>
		E/2	11-26S-27E	
30-015-49465	Cicada Unit #45H			98220
		E/2	14-26S-27E	
30-015-49466	Cicada Unit #47H	E/2	11-26S-27E	9822
		E/2	14-26S-27E	
30-015-49467	Cicada Unit #48H	E/2	11-26S-27E	9822
		E/2	14-26S-27E	
30-015-49468	Cicada Unit #50H	<b>E/2</b>	11-26S-27E	9822
00 013 47400	Cicada Unit #5011	<b>E/2</b>	14-26S-27E	<i>)</i> 022
30-015-49469	Cicada Unit #56H	<b>W/2</b>	1-26S-27E	9822
50-015-47407	Cicada Unit #5011	<b>W/2</b>	12-26S-27E	<i>J</i> 022
30-015-49470	Cicada Unit #57H	<b>W</b> /2	1-26S-27E	9822
30-013-47470	Cicada Unit #3711	<b>W</b> /2	12-26S-27E	7022
20 015 40471	Cicada Unit #58H	W/2	1-26S-27E	00220
30-015-49471	Cicada Unit #58H	<b>W/2</b>	12-26S-27E	9822
		W/2	1-26S-27E	
30-015-49472	Cicada Unit #59H	W/2	12-26S-27E	9822
		E/2	1-26S-27E	
30-015-49624	Cicada Unit #60H	E/2	12-26S-27E	9822
		E/2	1-26S-27E	
30-015-49625	Cicada Unit #61H	E/2 E/2	12-26S-27E	9822
		E/2	1-26S-27E	
30-015-49626	Cicada Unit #62H	E/2 E/2	12-26S-27E	9822
30-015-49627	Cicada Unit #63H	E/2	1-26S-27E	9822
		E/2	12-26S-27E	
30-015-45100	HH SO 17 20 Federal 1 #1H	W/2	17-26S-27E	9822
		W/2	20-26S-27E	
30-015-45101	HH SO 17 20 Federal 1 #2H	W/2	17-26S-27E	9822
		<b>W</b> /2	20-26S-27E	
30-015-45154	HH SO 17 20 Federal 1 #3H	<b>W</b> /2	17-26S-27E	9822
30-015-45154		<b>W</b> /2	20-26S-27E	70220
30-015-45155	HH SO 17 20 Federal 1 #4H	<b>W</b> /2	17-26S-27E	98220

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30-015-45102	HH SO 17 20 Federal 1 #5H	W/2	17-26S-27E	98220
		W/2	20-26S-27E	20110
30-015-45103	HH SO 17 20 Federal 1 #6H	<b>W</b> /2	17-26S-27E	98220
		<b>W</b> /2	20-26S-27E	
30-015-45115	HH SO 8 5 Federal 3 #1H	<b>E/2</b>	5-26S-27E	98220
		<b>E/2</b>	8-26S-27E	
30-015-45116	HH SO 8 5 Federal 3 #2H	<b>W</b> /2	5-26S-27E	98220
		W/2	8-26S-27E	
30-015-45117	HH SO 8 5 Federal 3 #3H	<b>W</b> /2	5-26S-27E	98220
00 010 40117		W/2	8-26S-27E	<i><b>JOZE</b>0</i>
30-015-45118	HH SO 8 5 Federal 3 #4H	<b>E/2</b>	5-26S-27E	98220
50-015-45110		<b>E/2</b>	8-26S-27E	)0220
30-015-45119	HH SO 8 5 Federal 3 #5H	<b>W</b> /2	5-26S-27E	98220
30-013-43117		<b>W</b> /2	8-26S-27E	90220
30-015-45120	HH SO 8 5 Federal 3 #6H	<b>E/2</b>	5-26S-27E	98220
30-013-43120	IIII SO 8 5 Federal 5 #611	<b>E/2</b>	8-26S-27E	70220
30-015-43935	HH SO 8 P2 #5H	<b>W</b> /2	5-26S-27E	98220
30-013-43933	HH 50 8 F 2 #5H	<b>W</b> /2	8-26S-27E	90220
20.015.42024		W/2	5-26S-27E	00000
30-015-43934	HH SO 8 P2 #6H	<b>W</b> /2	8-26S-27E	98220
20.015.42022		W/2	5-26S-27E	00220
30-015-43933	HH SO 8 P2 #13H	<b>W</b> /2	8-26S-27E	98220
20.015.42021	HH SO 8 P2 #14H	W/2	5-26S-27E	00220
30-015-43931		<b>W/2</b>	8-26S-27E	98220
20.015.42025		<b>W</b> /2	5-26S-27E	00220
30-015-43927	HH SO 8 P2 #21H	<b>W/2</b>	8-26S-27E	98220
20.015.42020		W/2	5-26S-27E	00220
30-015-43928	HH SO 8 P2 #22H	<b>W</b> /2	8-26S-27E	98220
20.01.8.4.8.1.0.4		E/2	17-26S-27E	00000
30-015-45104	HH SO 17 20 Federal 2 #1H	<b>E/2</b>	20-26S-27E	98220
20.01 F 4510 F		E/2	17-26S-27E	00000
30-015-45105	HH SO 17 20 Federal 2 #2H	<b>E/2</b>	20-26S-27E	98220
20.015.45106		E/2	17-26S-27E	00000
30-015-45106	HH SO 17 20 Federal 2 #3H	<b>E/2</b>	20-26S-27E	98220
20.015.45105		E/2	17-26S-27E	00000
30-015-45107	HH SO 17 20 Federal 2 #4H	<b>E/2</b>	20-26S-27E	98220
20.015.45100		E/2	17-26S-27E	00000
30-015-45108	HH SO 17 20 Federal 2 #5H	E/2	20-26S-27E	98220
20.015.45100		E/2	17-26S-27E	00000
30-015-45109	HH SO 17 20 Federal 2 #6H	E/2	20-26S-27E	98220
20.01.5.45005		E/2	5-26S-27E	00000
30-015-45987	HH SO 8 5 Federal 4 #1H	E/2	8-26S-27E	98220
20.015.45000		E/2	5-26S-27E	000000
30-015-45988	HH SO 8 5 Federal 4 #2H	E/2	8-26S-27E	98220
20.01# (#000		E/2	5-26S-27E	000000
30-015-45989	HH SO 8 5 Federal 4 #3H	E/2	8-26S-27E	98220
30.018.48000		E/2	5-26S-27E	00000
30-015-45990	HH SO 8 5 Federal 4 #4H	E/2	8-26S-27E	98220
			5 - 55 - FL	

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30-015-45991	HH SO 8 5 Federal 4 #5H	E/2	5-26S-27E	98220
		<b>E/2</b>	8-26S-27E	<i>,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
30-015-45992	HH SO 8 5 Federal 4 #6H	<b>E/2</b>	5-26S-27E	98220
00 013 43772		<b>E/2</b>	8-26S-27E	/0220
30-015-48353	HH SO 17 20 Federal 3 #401H	<b>W</b> /2	17-26S-27E	98220
30-013-40333	1111 SO 17 20 Federal 5 #40111	<b>W</b> /2	20-26S-27E	90220
20 015 49256	HH SO 17 20 Federal 3 #402H	W/2	17-26S-27E	00220
30-015-48356	HH SO 17 20 Federal 3 #402H	<b>W</b> /2	20-26S-27E	98220
20.015.40255		W/2	17-26S-27E	00000
30-015-48355	HH SO 17 20 Federal 3 #403H	<b>W/2</b>	20-26S-27E	98220
		W/2	17-26S-27E	00000
30-015-48354	HH SO 17 20 Federal 3 #404H	<b>W/2</b>	20-26S-27E	98220
		W/2	1-26S-27E	4 6 9 9 9
30-015-50181	Cicada Unit #64H	W/2	12-26S-27E	16800
		W/2	1-26S-27E	
30-015-49598	Cicada Unit #65H	W/2	12-26S-27E	16800
		E/2	1-26S-27E	
30-015-49603	Wild Turkey 12 1 Federal Com 24 #1H	E/2 E/2	12-26S-27E	16800
		E/2 E/2	1-26S-27E	
30-015-49602	Cicada Unit #67H			16800
		E/2 E/2	12-26S-27E 1-26S-27E	
30-015-49604	Cicada Unit #68H			16800
		E/2	12-26S-27E	
30-015-49684	Cicada Unit #69H	W/2	23-25S-27E	30216
		W/2	26-25S-27E	
30-015-49685	Cicada Unit #70H	W/2	23-25S-27E	30216
		W/2	26-25S-27E	
30-015-49686	Cicada Unit #71H	E/2 W/2	23-25S-27E	30216
		BCGJO	26-25S-27E	
30-015-49687	Cicada Unit #72H	W/2 E/2	23-25S-27E	30216
		A B H I P	26-25S-27E	00210
30-015-50182	Smoke Wagon 10 15 Federal Com 28	<b>E/2</b>	10-26S-27E	64010
50-015-50102	#1H	<b>E/2</b>	15-26S-27E	04010
30-015-50183	Smoke Wagon 10 15 Federal Com 28	<b>W</b> /2	10-26S-27E	64010
30-013-30103	#2H	<b>W</b> /2	15-26S-27E	04010
20 015 52225	Cicada Unit #9011	<b>W/2</b>	11-26S-27E	16000
30-015-53225	Cicada Unit #80H	<b>W/2</b>	14-26S-27E	16800
20.015.52224	C' 1- U: 4 #01U	W/2	11-26S-27E	1(000
30-015-53224	Cicada Unit #81H	<b>W/2</b>	14-26S-27E	16800
00 01 <b></b> 0000 (		W/2	11-26S-27E	1 (000
30-015-53226	Cicada Unit #82H	<b>W</b> /2	14-26S-27E	16800
		E/2	11-26S-27E	
30-015-53393	Cicada Unit #83H	E/2	14-26S-27E	16800
30-015-53599	Cicada Unit #84H			16800
30-015-53600	Patron 35 36 Federal State Com 29 #1H			16800
30-015-50067	Patron 35 36 Federal State Com 29 #2H			16800
		BCDEFG	30-238-27E	
30-015-53600	Patron 35 36 Federal State Com 29 #1H	E/2 E/2 N/2 B C D E F G N/2 B C D E F G	11-26S-27E   14-26S-27E   35-25S-27E   36-25S-27E   35-25S-27E   36-25S-27E   36-25S-27E	168

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30-015-53601	Patron 35 36 Federal State Com 29 #3H	S/2	35-25S-27E	16800
		JKLMNO	36-25S-27E	
30-015-50177	Patron 35 36 Federal State Com 29 #4H	S/2	35-25S-27E	16800
		JKLMNO	36-25S-27E	
30-015-50068	Patron 35 36 Federal State Com 29 #5H	S/2	35-25S-27E	16800
		JKLMNO	36-25S-27E	
30-015-53752	Whistle Pig 9 4 Federal Com 21 #1H	W/2	9-26S-27E	98220
30-015-53753	Whistle Pig 9 4 Federal Com 21 #2H	<b>W</b> /2	9-26S-27E	98220
30-015-53754	Whistle Pig 9 4 Federal Com 21 #3H	<b>W</b> /2	9-26S-27E	98220
30-015-53884	Whistle Pig 9 4 Federal Com 21 #4H	<b>W</b> /2	9-26S-27E	98220
30-015-53802	Four Roses 9 4 Federal Com 22 #1H	E/2	9-26S-27E	98220
30-015-53803	Four Roses 9 4 Federal Com 22 #2H	E/2	9-26S-27E	98220
30-015-53804	Four Roses 9 4 Federal Com 22 #3H	E/2	9-26S-27E	98220
30-015-53805	Four Roses 9 4 Federal Com 22 #4H	<b>E/2</b>	9-26S-27E	98220
30-015-53739	Rye One 16 21 Federal State Com P40	<b>W</b> /2	16-26S-27E	98220
30-013-33739	#1H	<b>W</b> /2	21-26S-27E	90220
30-015-53738	Rye One 16 21 Federal State Com P40	W/2	16-26S-27E	98220
30-013-33/38	#2H	<b>W</b> /2	21-26S-27E	98220
20.015.52001	Rye One 16 21 Federal State Com P40	W/2	16-26S-27E	00220
30-015-53801	#3H	<b>W</b> /2	21-26S-27E	98220
	Rye One 16 21 Federal State Com P40	W/2	16-26S-27E	7E 08220
30-015-53737	· #4H	<b>W</b> /2	21-26S-27E	98220
		E/2	16-26S-27E	
30-015-53731	Few 16 21 Federal State Com P41 #1H	E/2	21-26S-27E	98220
		E/2	16-26S-27E	
30-015-53699	Few 16 21 Federal State Com P41 #2H	E/2	21-26S-27E	98220
		E/2	16-26S-27E	
30-015-53516	Few 16 21 Federal State Com P41 #3H	E/2	21-26S-27E	98220
		E/2	16-26S-27E	
30-015-53581	Few 16 21 Federal State Com P41 #4H	E/2	21-26S-27E	98220
		W/2	13-26S-27E	
30-015-54248	Bulleit 13 24 Federal State Com 32 #1H	W/2 W/2	24-26S-27E	30215
		W/2 W/2	13-26S-27E	
30-015-54249	Bulleit 13 24 Federal State Com 32 #2H	W/2 W/2	24-26S-27E	30215
		W/2 W/2	13-26S-27E	
30-015-54257	Bulleit 13 24 Federal State Com 32 #3H	W/2 W/2	13-26S-27E 24-26S-27E	30215
30-015-54250	Bulleit 13 24 Federal State Com 32 #4H	E/2	13-26S-27E	30215
		E/2	24-26S-27E	
30-015-54374	Walkers 13 24 Federal Com #430H	W/2	13-26S-27E	98220
		W/2	24-26S-27E	
30-015-54375	Walkers 13 24 Federal Com #431H	W/2	13-26S-27E	98220
		W/2	24-26S-27E	
30-015-54376 Walker	Walkers 13 24 Federal Com #432H	W/2	13-26S-27E	98220
00 010 04070		W/2	24-26S-27E	-
00 013 54070				
	Walkers 13 24 Federal Com #433H	<b>W</b> /2	13-26S-27E	98220
<b>30-015-54377</b>	Walkers 13 24 Federal Com #433H	W/2	24-26S-27E	98220
	Walkers 13 24 Federal Com #433H Jameson 13 24 Federal Com #434H			98220 98220

30-015-54232	Jameson 13 24 Federal Com #435H	E/2	13-26S-27E	98220
		<b>E/2</b>	24-26S-27E	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
30-015-54233	Jameson 13 24 Federal Com #436H	<b>E/2</b>	13-26S-27E	98220
00 010 0 1200		<b>E/2</b>	24-26S-27E	/0110
30-015-54234	Jameson 13 24 Federal Com #437H	<b>E/2</b>	13-26S-27E	98220
50-015-54254	Jameson 15 24 Feueral Com #45/11	<b>E/2</b>	24-26S-27E	70220
30-015-54251	Bulleit 13 24 Federal Com #155H	<b>W</b> /2	13-26S-27E	30215
30-013-34231	Builett 15 24 Feueral Colli #155ff	<b>W</b> /2	24-26S-27E	30213
20.015.54252	D-11-14 12 24 F- dl C #15(11	E/2	13-26S-27E	20215
30-015-54252	Bulleit 13 24 Federal Com #156H	<b>E/2</b>	24-26S-27E	30215
20.015.54252		W/2	13-26S-27E	20215
30-015-54253	Bulleit 13 24 Federal Com #255H	<b>W</b> /2	24-26S-27E	30215
		W/2	13-26S-27E	20215
30-015-54254	Bulleit 13 24 Federal Com #256H	W/2	24-26S-27E	30215
		E/2	13-26S-27E	
30-015-54255	Bulleit 13 24 Federal Com #257H	E/2	24-26S-27E	30215
		E/2	13-26S-27E	
30-015-54256	Bulleit 13 24 Federal Com #258H	E/2 E/2	24-26S-27E	30215
		W/2	25-26S-27E	
30-015-49954	Kessler 25 36 State Com #438H	NW/4	36-26S-27E	98220
		W/2	25-26S-27E	
30-015-49941	Kessler 25 36 State Com #439H	NW/4	25-26S-27E 36-26S-27E	98220
30-015-49943	Kessler 25 36 State Com #440H	W/2	25-26S-27E	98220
		NW/4	36-26S-27E	
30-015-49940	Kessler 25 36 State Com #441H	W/2	25-26S-27E	98220
		NW/4	36-26S-27E	
30-015-49955	Jim Beam 25 36 State Com #442H	E/2	25-26S-27E	<b>98220</b>
		NE/4	36-26S-27E	
30-015-49824	Jim Beam 25 36 State Com #443H	E/2	25-26S-27E	98220
		NE/4	36-26S-27E	
30-015-49956	Jim Beam 25 36 State Com #444H	<b>E/2</b>	25-26S-27E	98220
		<b>NE/4</b>	36-26S-27E	20110
30-015-49957	Jim Beam 25 36 State Com #445H	E/2	25-26S-27E	98220
		<b>NE/4</b>	36-26S-27E	<i>,</i> <b>, , , , , , , , , ,</b>
30-015-49953	Baileys 25 36 State Com #234H	<b>W</b> /2	25-26S-27E	30215
50-015-47755	Dancys 25 50 State Com #25411	NW/4	36-26S-27E	50215
30-015-53288	Baileys 25 36 State Com #235H	<b>W</b> /2	25-26S-27E	30215
	Dancys 25 50 State Com #25511	<b>NW/4</b>	36-26S-27E	50215
30-015-49952	Deilovs 25 26 State Com #2264	<b>W</b> /2	25-26S-27E	30215
30-013-49932	Baileys 25 36 State Com #236H	<b>NW/4</b>	36-26S-27E	30215
20.015.40051	D.: 1	E/2	25-26S-27E	20215
30-013-49931	D-015-49951 Baileys 25 36 State Com #237H	<b>NE/4</b>	36-26S-27E	30215
20.015.54075	Varian 15 26 State Care 11/2011	W/2	25-26S-27E	00000
30-015-54067	Kessler 25 36 State Com #638H	<b>NW/4</b>	36-26S-27E	98220
20.018.840.65		W/2 25-268-27F	00000	
30-015-54066	Kessler 25 36 State Com #538H	NW/4	36-26S-27E	98220
		W/2	25-26S-27E	00000
30-015-54068	Kessler 25 36 State Com #639H	NW/4	36-26S-27E	98220

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30-015-53997	Jim Beam 25 36 State Com #539H	<b>E/2</b>	25-26S-27E	98220
30-013-33997	Jiii Beam 25 50 State Com #559H	<b>NE/4</b>	36-26S-27E	90220
30-015-53999	Jim Beam 25 36 State Com #640H	<b>E/2</b>	25-26S-27E	98220
30-013-33777	Jiii Deam 25 50 State Com #04011	<b>NE/4</b>	36-26S-27E	70220
30-015-53998	Jim Beam 25 36 State Com #540H	<b>E/2</b>	25-26S-27E	98220
50-015-55770	5-55998 Jilli Bealli 25 50 State Colli #540H	<b>NE/4</b>	36-26S-27E	70220
30-015-53964	Baileys 25 36 State Com #136H	<b>E/2</b>	25-26S-27E	30215
30-013-33704	Daneys 25 50 State Com #15011	<b>NE/4</b>	36-26S-27E	30213
30-015-53962	Baileys 25 36 State Com #261H	<b>E/2</b>	25-26S-27E	30215
50-015-55702	-015-55702 Dancys 25 50 State Colli #20111	<b>NE/4</b>	36-26S-27E	30213
30-015-53968	Bailays 25 36 State Com #137H	<b>E/2</b>	25-26S-27E	30215
50-015-55700	Baileys 25 36 State Com #137H	<b>NE/4</b>	36-26S-27E	30213
30-015-53965	Baileys 25 36 State Com #262H	<b>E/2</b>	25-26S-27E	30215
50-015-55705	Dancys 25 50 State Com #20211	<b>NE/4</b>	36-26S-27E	50215
30-015-53969	Baileys 25 36 State Com #134H	<b>W</b> /2	25-26S-27E	30215
50-015-55707	Daneys 25 50 State Com #15411	<b>NW/4</b>	36-26S-27E	30213
30-015-53967	Baileys 25 36 State Com #259H	<b>W</b> /2	25-26S-27E	30215
50-015-55707	Daneys 25 50 State Com #25711	<b>NW/4</b>	36-26S-27E	30213
30-015-53963	Baileys 25 36 State Com #135H	<b>W</b> /2	25-26S-27E	30215
50-015-55705	Dancys 25 50 State Com #15511	<b>NW/4</b>	36-26S-27E	50215
30-015-53966	Bailays 25 36 State Com #260H	<b>W</b> /2	25-26S-27E	30215
50-015-55700	D-015-53966 Baileys 25 36 State Com #260H	<b>NW/4</b>	36-26S-27E	30213

# State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

Order: PLC-887-B Operator: Chevron USA, Inc. (4323)

P	ooled Areas			
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area II
CA Wolfcamp NMNM 106366973	<b>E/2</b>	16-26S-27E	640	Α
CA woncamp round 100300775	<b>E/2</b>	21-26S-27E	040	A
CA Wolfsomp DI M	<b>W</b> /2	16-26S-27E	640	В
CA Wolfcamp BLM	<b>W</b> /2	21-26S-27E	040	D
CA Welfeerer DI M	E/2	13-26S-27E	(40	С
CA Wolfcamp BLM	<b>E/2</b>	24-26S-27E	640	C
CA Walfaamer DI M	W/2	13-26S-27E	(40	D
CA Wolfcamp BLM	<b>W</b> /2	24-26S-27E	640	D
CA Dono Serving DI M	E/2	13-26S-27E	640	Б
CA Bone Spring BLM	<b>E/2</b>	24-26S-27E		E
CA Dana Sarata - DI M	W/2	13-26S-27E	640	Б
CA Bone Spring BLM	<b>W</b> /2	24-26S-27E		F
CA Bono Spring NMSLO	W/2	25-26S-27E	448.31	G
CA Bone Spring NMSLO	<b>NW/4</b>	36-26S-27E	440.31	G
CA Bono Spring NMSLO	E/2	25-26S-27E	448.09	Н
CA Bone Spring NMSLO	<b>NE/4</b>	36-26S-27E	440.09	п
CA Wolfsomn NMSLO	E/2	25-26S-27E	448.09	Ι
CA Wolfcamp NMSLO	<b>NE/4</b>	36-26S-27E	448.09	1
CA Dono Spring DI M	N/2	35-25S-27E	560	J
CA Bone Spring BLM	BCDEFG	36-25S-27E	300	J
CA Dono Spring DI M	S/2	35-25S-27E	5(0)	V
CA Bone Spring BLM	<b>JKLMNO</b>	36-25S-27E	560	K

# Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
V0 7385 0004	<b>E/2</b>	16-26S-27E	320	Α
NMNM 105553251 (100549)	<b>E/2</b>	21-26S-27E	320	Α
V0 7398 0001	<b>W</b> /2	16-26S-27E	320	B
NMNM 105553251 (100549)	<b>W</b> /2	16-26S-27E	320	В
NMNM 105691144 (138828)	A B G	13-26S-27E	120	С
NMNM 105679645 (120350)	H I J O P	13-26S-27E	200	С
V0 7638 0002	<b>NE/4</b>	24-26S-27E	160	С
V0 7652 0002	<b>SE/4</b>	24-26S-27E	160	С
NMNM 105691144 (138828)	<b>NW/4</b>	13-26S-27E	160	D
NMNM 105679645 (120350)	<b>SW/4</b>	13-26S-27E	160	D
V0 7638 0002	<b>NW/4</b>	24-26S-27E	160	D

ORDER NO. PLC-887-B

V0 7652 0002	<b>SW/4</b>	24-26S-27E	160	D
NMNM 105691144 (138828)	A B G	13-26S-27E	120	E
NMNM 105679645 (120350)	H I J O P	13-26S-27E	200	E
V0 7638 0002	<b>NE/4</b>	24-26S-27E	160	E
V0 7652 0002	<b>SE/4</b>	24-26S-27E	160	E
NMNM 105691144 (138828)	<b>NW/4</b>	13-26S-27E	160	F
NMNM 105679645 (120350)	<b>SW/4</b>	13-26S-27E	160	F
V0 7638 0002	<b>NW/4</b>	24-26S-27E	160	F
V0 7652 0002	<b>SW/4</b>	24-26S-27E	160	F
V0 7653 0001	<b>NW/4</b>	25-26S-27E	160	G
V0 7639 0002	<b>SW/4</b>	25-26S-27E	160	G
V0 7654 0002	<b>NW/4</b>	36-26S-27E	128.31	G
V0 7653 0001	<b>NE/4</b>	25-26S-27E	160	Н
V0 7639 0002	<b>SE/4</b>	25-26S-27E	160	Η
V0 7654 0002	<b>NE/4</b>	36-26S-27E	128.09	Η
V0 7653 0001	<b>NE/4</b>	25-26S-27E	160	Ι
V0 7639 0002	<b>SE/4</b>	25-26S-27E	160	Ι
V0 7654 0002	NE/4	36-26S-27E	128.09	Ι
PA Bone Spring for NMNM 137168X	N/2	35-25S-27E	320	J
VB 0996 0002	<b>BCDEFG</b>	36-25S-27E	240	J
PA Bone Spring for NMNM 137168X	S/2	35-25S-27E	320	K
VB 1008 0002	J K L M N O	36-25S-27E	240	K

District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II

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CONDITIONS

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# **State of New Mexico** Energy, Minerals and Natural Resources **Oil Conservation Division** 1220 S. St Francis Dr. Santa Fe, NM 87505

CONDITIONS

Operator:	OGRID:
CHEVRON U S A INC	4323
6301 Deauville Blvd	Action Number:
Midland, TX 79706	297018
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### Created By Condition Condition Date Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions 8/9/2024 dmcclure regarding this matter, please contact me.

Action 297018