

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

APPLICATION OF NORDSTRAND ENGINEERING,
INC. TO REMOVE NORTHERN PACIFIC OIL AND
GAS, INC. AS OPERATOR OF RECORD FOR THE
BULL MOOSE 2 STATE COM #001H WELL,
ROOSEVELT COUNTY, NEW MEXICO

Case No. 23551

**NORDSTRAND ENGINEERING,
INC.**

Bull Moose 2 State Com
#001H Well

July 6, 2023

Table of Contents

Tab

Self-Affirmation of Carl Michael Nordstrand – Exhibit A.....1

 Exhibit A-1: Application

 Exhibit A-2: Assignment and Bill of Sale

 Exhibit A-3: State Land Office Cancellation of Lease Letter dated March 26, 2021

 Exhibit A-4: Letter from State Land Office dated June 21, 2021

 Exhibit A-5: C-145 – Approved Change of Operator to Northern Pacific

 Exhibit A-6: Letter from State Land Office dated November 2, 2022

 Exhibit A-7: Letter from Nordstrand to Northern Pacific dated April 10, 2023

Affidavit of Notice – Exhibit B2

Tab 1.

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

APPLICATION OF NORDSTRAND ENGINEERING,
INC. TO REMOVE NORTHERN PACIFIC OIL AND
GAS, INC. AS OPERATOR OF RECORD FOR THE
BULL MOOSE 2 STATE COM #001H WELL
ROOSEVELT COUNTY, NEW MEXICO

Case No. 23551

SELF-AFFIRMED STATEMENT WITH DIRECT TESTIMONY
OF CARL MICHAEL NORDSTRAND

I, Carl Michael Nordstrand, being duly sworn on oath, state the following:

1. I am over the age of 18 and have the capacity to execute this statement, which is based on my personal knowledge.

2. I am authorized by Nordstrand Engineering, Inc. ("Nordstrand") to submit this statement on Nordstrand's behalf. This statement is a narrative of the direct testimony that I anticipate offering at the hearing on July 6, 2023.

3. I am familiar with the facts and circumstances underlying the application filed by Nordstrand in this case. Copies of Nordstrand's application and the proposed hearing notice are attached as **Exhibit A-1**.

4. Nordstrand seeks an order from the Oil Conservation Division ("Division") approving a unilateral change in operator from Northern Pacific Oil and Gas, Inc. ("Northern Pacific"), OGRID No. 330352, to Nordstrand, OGRID No. 230757, for the Bull Moose 2 State Com #001H well, API# 30-041-20935, ("Well"), which is located in the S/2 of Section 2, T8S-R37E, Roosevelt County, New Mexico.

Exhibit A
Nordstrand Engineering, Inc
NMOCD Case No. 23551
July 6, 2023

5. In the alternative, Nordstrand asks that the Division be authorized to plug and abandon the Well.

6. Nordstrand was the lessee of record for New Mexico Oil and Gas Lease No. V0-8065-02 (“Lease”), on which the Well is located.

7. Nordstrand and Northern Pacific entered into an Assignment and Bill of Sale for the Lease (“Assignment”) in December 2020. *See* Exhibit A-2. No assignment of the Lease was approved by the Commissioner of Public Lands. Thus,

8. Applicant retained record title to the Lease. The New Mexico State Land Office (“NMSLO”) cancelled the Lease on March 26, 2021. *See* Exhibit A-3.

9. On June 21, 2021, the NMSLO requested that Nordstrand plug the Well and otherwise comply with its contractual, statutory, and regulatory obligations related to the Lease. A copy of that correspondence is attached as **Exhibit A-4**.

10. On May 12, 2022, the Division approved a change of operator for the Well from Nordstrand to Northern Pacific. A copy of the C-145 form is attached as **Exhibit A-5**.

11. On November 2, 2022, the NMSLO requested that Nordstrand and Northern Pacific plug the Well and reclaim the site. A copy of that correspondence is attached as **Exhibit A-6**.

12. On February 14, 2023, the Commissioner of Public Lands initiated a lawsuit against Nordstrand and Northern Pacific in the case styled *Stephanie Garcia Richard, Commissioner of Public Lands of the State of New Mexico v. Nordstrand Engineering, Inc. and Northern Pacific Oil and Gas Inc.*, Case No. D-101-CV-2023-00360 (“Lawsuit”), seeking *inter alia* an injunction requiring Nordstrand and Northern Pacific to plug the Well and reclaim the site.

13. On April 10, 2023, Nordstrand corresponded with Northern Pacific requesting that the parties submit a joint request for change of operator. A copy of that correspondence is attached as **Exhibit A-7**.

14. To date, Northern Pacific has not agreed to submit a joint request for change of operator.

15. Nordstrand is committed to completing reclamation and remediation for the Well with or without the aid of its current operator. Nordstrand intends to plug the Well and reclaim the site and is currently engaged in negotiations with NMSLO to settle the Lawsuit in light of Nordstrand's intention to satisfy its obligations under the Lease.

16. Accordingly, Nordstrand seeks an order for unilateral change in operator from Northern Pacific to Nordstrand or, in the alternative, an order authorizing the Division to plug the Well.

17. Pursuant to 19.15.9.9(B) NMAC, Nordstrand may apply to the Division for approval of change of operator without a joint application since Northern Pacific is unavailable pursuant to its refusal to submit a joint application.

18. Upon approval of this Application, Nordstrand will obtain the necessary right of entry from the NMSLO, plug the Well, and reclaim the site.

19. In order to prevent waste, protect correlative rights, and comply with NMSLO's requirements, Northern Pacific should be removed as operator of the Well by the Division and Nordstrand should be designated as operator of record for the Well so that it may plug the Well and reclaim the site. In the alternative, the Division should be authorized to plug the Well.

I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct.



Carl Michael Nordstrand

JUNE 29, 2023

Date

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

**APPLICATION OF NORDSTRAND ENGINEERING,
INC. TO REMOVE NORTHERN PACIFIC OIL AND
GAS, INC. AS OPERATOR OF RECORD FOR THE
BULL MOOSE 2 STATE COM #001H WELL
ROOSEVELT COUNTY, NEW MEXICO**

Case No. 23551

APPLICATION

Nordstrand Engineering, Inc. (“Nordstrand” or “Applicant”) files this application pursuant to 19.15.9.9(B) NMAC, seeking an order for unilateral change in operator from Northern Pacific Oil and Gas, Inc. (“Northern Pacific”), OGRID No. 330352, to Nordstrand, OGRID No. 230757, for the Bull Moose 2 State Com #001H well, API# 30-041-20935 (“Well”) located in the S/2 of Section 2, T8S-R37E, Roosevelt County, New Mexico. In the alternative, Nordstrand asks that the Oil Conservation Division (“Division”) be authorized to plug and abandon the Well. In support of this application, Applicant states as follows:

1. Applicant is the lessee of record for New Mexico Oil and Gas Lease No. V0-8065-02 (“Lease”), on which the Well is located.
2. Applicant and Northern Pacific entered into an Assignment and Bill of Sale for the Lease in December 2020. No assignment of the Lease was submitted to or approved by the Commissioner of Public Lands before the Lease was cancelled, and Applicant retained record title to the Lease.
3. Northern Pacific is the operator of record for the Well.
4. The New Mexico State Land Office (“NMSLO”) notified Applicant that the Lease was cancelled on March 26, 2021.

Exhibit A-1
Nordstrand Engineering, Inc
NMOCD Case No. 23551

5. On June 21, 2021, NMSLO requested that Applicant plug the Well and otherwise comply with its contractual, statutory, and regulatory obligations related to the Lease.

6. Subsequently, the Division approved a change of operator of record for the Well from Nordstrand to Northern Pacific.

7. In May 2022, NMSLO sent a letter to both Nordstrand and Northern Pacific concerning water and oil in the secondary containment around the tanks at the Well site.

8. In July 2022, Northern Pacific cleaned the water and oil out of the secondary containment and conducted repairs on some of the equipment on the site.

9. NMSLO has not received nominations to re-lease the acreage that is the subject of the Lease.

10. On November 2, 2022, NMSLO again requested that Nordstrand (or Northern Pacific) plug the Well and reclaim the site.

11. On February 14, 2023, the Commissioner of Public Lands initiated a lawsuit against Nordstrand and Northern Pacific in the case styled *Stephanie Garcia Richard, Commissioner of Public Lands of the State of New Mexico v. Nordstrand Engineering, Inc. and Northern Pacific Oil and Gas Inc.*, Case No. D-101-CV-2023-00360 (“Lawsuit”), seeking *inter alia* an injunction requiring Nordstrand and Northern Pacific to plug the Well and reclaim the site.

12. Thereafter, Northern Pacific informed Nordstrand that Northern Pacific would not plug the Well.

13. Nordstrand intends to plug the Well and reclaim the site and is currently engaged in negotiations with NMSLO to settle the Lawsuit in light of Nordstrand’s intention to satisfy its obligations under the Lease.

14. By letter sent via FedEx and email on April 10, 2023, Applicant requested that Northern Pacific, together with Applicant, submit a joint request for change of operator.

15. On April 10, 2023, Northern Pacific responded to Applicant by email, stating its refusal to submit a joint request for change of operator.

16. Upon approval of this Application, Applicant will obtain the necessary right of entry from the NMSLO, and will plug the Well and reclaim the site.

17. In order to prevent waste, protect correlative rights, and comply with NMSLO's requirements, Northern Pacific should be removed as operator of the Well by the Division and Nordstrand should be designated as operator of record for the Well so that it may plug the Well and reclaim the site. In the alternative, the Division should be authorized to plug the Well.

WHEREFORE, Applicant respectfully requests that the Division (1) set this matter for hearing on the June 1, 2023 docket; (2) grant this application to unilaterally change the operator of the Bull Moose 2 State Com #001H well from Northern Pacific to Nordstrand, and (3) provide any and all other relief to which Nordstrand is entitled. *See* 19.15.9.9(A) NMAC. In the alternative, Applicant asks that the Division be authorized to plug the Well.

Respectfully submitted,

MONTGOMERY & ANDREWS, P.A.

By: /s/ Sharon T. Shaheen

Sharon T. Shaheen
P.O. Box 2307
Santa Fe, NM 87504-2307
(505) 986-2678
sshaheen@montand.com
ec: wmcginnis@montand.com

Attorneys for Applicant

Application of Nordstrand Engineering, Inc. to Remove Northern Pacific Oil & Gas, Inc. as Operator of Record for the Bull Moose 2 State Com #001H Well: Applicant Nordstrand Engineering, Inc. (“Nordstrand”) seeks an order from the Division for unilateral change in operator from Northern Pacific Oil and Gas, Inc., OGRID No. 330352 (“Northern Pacific”), to Applicant, OGRID No. 230757, for the Bull Moose 2 State Com #001H well, API# 30-041-20935 (“Well”), located in the S/2 of Section 2, Township 8 South, Range 37 East, Roosevelt County, New Mexico. Nordstrand is the record title owner of State Oil and Gas Lease No. V0-8065-02, which has been cancelled. Northern Pacific is the operator of record. As operator of record, Northern Pacific is obligated to plug the Well, but is unavailable. Nordstrand intends to plug the Well. In the alternative, Applicant requests that the Division be authorized to plug the Well. The well is located approximately 6.5 miles northwest of Bledsoe, New Mexico.

K0015850F

Bull Moose State Com #1H

ASSIGNMENT AND BILL OF SALE

STATE OF NEW MEXICO }
COUNTY OF ROOSEVELT } KNOW ALL MEN BY THESE PRESENTS THAT:

NORDSTRAND ENGINEERING, INC. ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

NORTHERN PACIFIC OIL AND GAS, INC.
150 S. RODEO DRIVE, SUITE 250
BEVERLY HILLS, CALIFORNIA
90212-2417

("Assignee"), all of Assignor's right, title and interest in and to the following:

- (i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with Assignor's interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;
(ii) The wells, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, the Equipment shall not include vehicles, communications equipment, tools, warehouse stock, compressors or leased equipment located on the Leases;
(iii) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and
(iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

20210084 01/11/2021 11:47:43 AM
Page: 1 of 5 Fee: 25.00 ASSNO
Mandi M. Park, Roosevelt Co. Clk., Roosevelt, NM



Exhibit A-2

Nordstrand Engineering, Inc.

NMOCD Case No. 23551

1. This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignor's ownership or operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests before and subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT AND BILL OF SALE SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ASSIGNOR.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.
3. TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCIAL CODE.

IN ORDER TO EVIDENCE ITS ABILITY TO GRANT SUCH WAIVER, ASSIGNEE HEREBY REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE (I) IS IN THE

2
20210084 01/11/2021 11:47:43 AM
Page: 2 of 5 Fee: 25.00 ASSNO
Mandi M. Park, Roosevelt Co. Clk., Roosevelt, NM



BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OF SERVICES FOR COMMERCIAL OR BUSINESS USE, (II) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

- 4. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
- 5. This Assignment and Bill of Sale may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.
- 6. This Assignment and Bill of Sale constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions and understandings.

Assignee expressly agrees to abide by the terms and provisions of the Leases and to bear all royalties, overriding royalties and other obligations contained in or burdening the Leases.

Notwithstanding any contrary provision of this Assignment, Assignor hereby reserves and excepts from this Assignment a _____ royalty equal to 6.5 percent of all oil, gas and other minerals that may be produced from the Leases, which overriding royalty is over and above any other overriding royalty or other burden affecting the Leases.

SIX AND ONE HALF PERCENT
SP [Signature]

IN WITNESS WHEREOF, this instrument is executed the 29 day of December, 2020, but shall be effective as of the 30 day of December, 2020 the "Effective Date".

ASSIGNOR: Nordstrand Engineering, Inc.
3229 D'Amico Street, Suite 200
Houston, Texas 77019

By: [Signature]
Name: CARL H NORDSTRAND
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Harris }

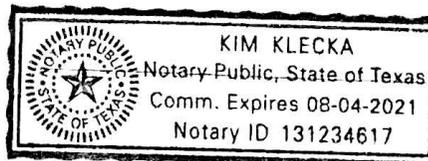
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ on behalf of said Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of January 2021

MY COMMISSION EXPIRES:
08-04-2021

[Signature]
Notary Public

20210084 01/11/2021 11:47:43 AM
Page: 3 of 5 Fee: 25.00 ASSNO
Mandi M. Park, Roosevelt Co. Clk., Roosevelt, NM

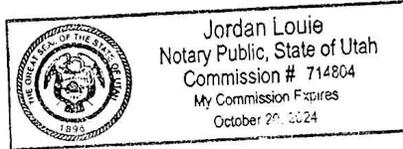


ASSIGNEE:

By: [Signature]
Name: Santiago Garcia
Title: CEO

ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Salt Lake



Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Santiago Garcia, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of January, 2024

[Signature]
Notary Public in and for the State of

20210084 01/11/2021 11:47:43 AM
Page: 4 of 5 Fee: 25.00 ASSNO
Mandi M. Park, Roosevelt Co. Clk., Roosevelt, NM

Attached to and made a part of that certain Assignment and Bill of Sale between

as Assignor, and

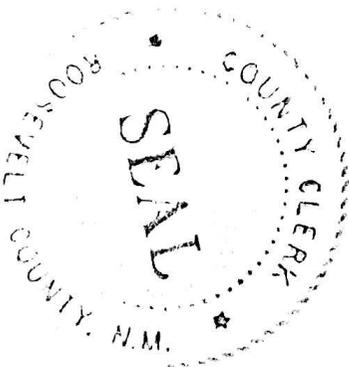
as Assignee, effective

EXHIBIT "A"

LEASE NO.	PROPERTY NAME	LESSOR NAME	LESSEE NAME	COUNTY	LEGAL DESCRIPTION	LEASE DATE	RECORDING
0089260-001	BULL MOOSE 2 ST COM #1 H	LONNIE ERNEST WAGNER	SOUTHWEST PETROLEUM LAND SERVICES LLC	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 2: LOTS 3, 4, S/2 N/2	03/27/2007	BK 169 PG 549
0089260-002	BULL MOOSE 2 ST COM #1 H	JOHN FELTON WAGNER	SOUTHWEST PETROLEUM LAND SERVICES LLC	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 2: LOTS 3, 4, S/2 N/2	03/27/2007	BK 169 PG 551
0089260-003	BULL MOOSE 2 ST COM #1 H	ROBERT LEVLAND BELL	SOUTHWEST PETROLEUM LAND SERVICES LLC	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 2: LOTS 3, 4, S/2 N/2	03/27/2007	BK 169 PG 554
0089260-004	BULL MOOSE 2 ST COM #1 H	EVELYN R HILLIARD	SOUTHWEST PETROLEUM LAND SERVICES LLC	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 2: LOTS 3, 4, S/2 N/2	03/27/2007	BK 169 PG 673
0089302-000	BULL MOOSE 2 ST COM #1 H	ST NM V-08065	DANIEL E GONZALES	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 2: S/2	08/01/2007	
0050967-000	LIGHT #1-1	USA NM-0356539	F W BAUMGARTNER	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 15: SW/4 LIMITED FROM THE SURFACE TO 4.915'	03/01/1963	
0050968-000	LIGHT #1-1	USA NM-0145897	TOM L INGRAM	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 15: N/2 SE/4, SW/4 SE/4 LIMITED FROM THE SURFACE TO 4.915'	02/01/1961	
0050969-000	LIGHT #1-1	USA NM-048769	TOM L INGRAM	ROOSEVELT	ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 37 EAST SECTION 15: SE/4 SE/4 LIMITED FROM THE SURFACE TO 4.915'	10/01/1959	

ST

20210084 01/11/2021 11:47:43 AM
 Page: 5 of 5 Fee: 25.00 ASSNO
 Mandi N. Park, Roosevelt Co. Clk., Roosevelt, NM





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

STEPHANIE GARCIA RICHARD
COMMISSIONER

(505) 827-5760
Fax: (505) 827-5766
www.nmstatelands.org

03/26/2021

NORDSTRAND ENGINEERING INC
3229 D'AMICO STREET
SUITE 200
HOUSTON, TX 77019

Notice is given that State Oil and Gas Lease Number V08065, Assignment Number 0002, dated 08/01/2007, has been cancelled for failure to file a damage bond, as specified in the notice previously sent to you by certified mail. State Land Office records have been noted to reflect the action taken. This action will become non-appealable unless the party to whom it is directed initiates a contest proceeding within thirty (30) days of the date of the agency determination (NMAC 19.2.15).

Notice is also given that if any assignments or other instruments of transfer of royalties in the lease production have been recorded in the office of the county clerk wherein these lands are situated, the holders of such instruments must see that they are released from record as required by law. (Sections 70-1-1 through 70-1-5, NMSA, 1978 {1995 Repl. Pam.}).

Notice is further given that the Commissioner of Public Lands will look to you, as lessee of record at the State Land Office, for reimbursement to the State for any production from the premises formerly leased to you that occurs after lease cancellation as a consequence of your failure to notify working interest owners of lease termination. You should therefore immediately notify in writing all holders of working interests in the lease that the lease has cancelled effective 03/26/2021.

If you should need additional information, please contact Rubel Salazar at (505) 827-5730.

Respectfully,

Greg Bloom
Assistant Commissioner of Mineral Resources

Exhibit A-3

Nordstrand Engineering, Inc
NMOCD Case No. 23551

July 6, 2023



Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

OFFICE OF THE
GENERAL COUNSEL
Richard Moore
Associate Counsel
Phone (505) 827-5752
rmoore@slo.state.nm.us

June 21, 2021

Via USPS Certified Mail, Return Receipt Requested: 7019 2970 0000 5048 8453

Nordstrand Engineering, Inc.
c/o: Linda S. Wells
3229 D'Amico St.
Suite 200
Houston, TX 77019

Re: *New Mexico State Land Office Oil and Gas Lease No. V0-8065-2, Township 8 South, Range 37 East, Section 2, S2*

Dear Ms. Wells:

Effective April 15, 2011, the above reference lease, V0-8065-2 (the "Lease"), was assigned to Nordstrand Engineering, Inc. ("Nordstrand"). By notice dated March 26, 2021, the New Mexico State Land Office ("State Land Office") informed you that the Lease had been cancelled for a failure to file a damage bond. A copy of that notice is attached.

Because the Lease has been cancelled, you must cease any and all oil and gas operations on the Lease site.

Additionally, pursuant to State Land Office Rules 19.2.100.66(B)(1) NMAC and 19.2.100.67(C)(6) NMAC you must immediately remove any and all junk and debris from the Lease site. Because the Lease has been cancelled, your presence on the Lease site to conduct these activities will require a right of entry permit from, and coordination with, the State Land Office. Failure to coordinate your presence on the Lease site with the State Land Office will be deemed a trespass.

Finally, under New Mexico Oil Conservation Division rules you must plug and abandon Bull Moose 2 State Com #001H (API 30-041-20935) after it has been inactive for one year. Additionally, under Rule 19.2.100.67(C) NMAC you will be required to fully remediate and reclaim the Lease site after the well has been inactive for a year. Please calendar the plugging and abandonment of Bull Moose 2 State Com #001H and the full remediation and reclamation of the Lease site for spring 2022.

Exhibit A-4

Nordstrand Engineering, Inc
NMOCD Case No. 23551

July 6, 2023

Nordstrand Engineering, Inc.
June 21, 2021
Page 2

Please contact me at your earliest convenience to coordinate the clearing of the site of Lease V0-8065-2 of all junk and debris. Thank you for your attention to this letter and for your anticipated compliance.

Sincerely,

/s/ Richard H. Moore

Richard H. Moore
Associate Counsel

RM:js
Enclosure

District I

1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720

District II

811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720

District III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

**State of New Mexico
Energy, Minerals and Natural
Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505**

Form C-145
Revised May 19, 2017

Permit 315428

Bull Moose 2 State Com

Change of Operator

Previous Operator Information

New Operator Information

	Effective Date:	<div style="border: 1px solid black; padding: 2px;">Effective on the date of approval by the OCD</div>
OGRID:	<u>230757</u>	OGRID: <u>330352</u>
Name:	<u>NORDSTRAND ENGINEERING INC</u>	Name: <u>NORTHERN PACIFIC OIL AND GAS INCORPORATED</u>
Address:	<u>905 Kirby Drive</u>	Address: <u>530-B- HARKLE ROAD</u>
City, State, Zip:	<u>Houston, TX 77019</u>	City, State, Zip: <u>SF, NM 87505</u>

I hereby certify that the rules of the Oil Conservation Division ("OCD") have been complied with and that the information on this form and the certified list of wells is true to the best of my knowledge and belief.

Additionally, by signing below, NORTHERN PACIFIC OIL AND GAS INCORPORATED certifies that it has read and understands the following synopsis of applicable rules.

PREVIOUS OPERATOR certifies that all below-grade tanks constructed and installed prior to June 16, 2008 associated with the selected wells being transferred are either (1) in compliance with 19.15.17 NMAC, (2) have been closed pursuant to 19.15.17.13 NMAC or (3) have been retrofitted to comply with Paragraphs 1 through 4 of 19.15.17.11(I) NMAC.

NORTHERN PACIFIC OIL AND GAS INCORPORATED understands that the OCD's approval of this operator change:

1. constitutes approval of the transfer of the permit for any permitted pit, below-grade tank or closed-loop system associated with the selected wells; and
2. constitutes approval of the transfer of any below-grade tanks constructed and installed prior to June 16, 2008 associated with the selected wells, regardless of whether the transferor has disclosed the existence of those below-grade tanks to the transferee or to the OCD, and regardless of whether the below-grade tanks are in compliance with 19.15.17 NMAC.

Exhibit A-5
Nordstrand Engineering, Inc
NMOCD Case No. 23551
July 6, 2023

As the operator of record of wells in New Mexico, NORTHERN PACIFIC OIL AND GAS INCORPORATED agrees to the following statements:

1. Initials AA I am responsible for ensuring that the wells and related facilities comply with applicable statutes and rules, and am responsible for all regulatory filings with the OCD. I am responsible for knowing all applicable statutes and rules, not just the rules referenced in this list. I understand that the OCD's rules are available on the OCD website under "Rules," and that the Water Quality Control Commission rules are available on the OCD website on the "Publications" page.
2. Initials AA I understand that if I acquire wells from another operator, the OCD must approve the operator change before I begin operating those wells. See Subsection B of 19.15.9.9 NMAC. I understand that if I acquire wells or facilities subject to a compliance order addressing inactive wells or environmental cleanup, before the OCD will approve the operator change it may require me to enter into an enforceable agreement to return those wells to compliance. See Paragraph (2) of Subsection C of 19.15.9.9 NMAC.
3. Initials AA I must file a monthly C-115 report showing production for each non-plugged well completion for which the OCD has approved an allowable and authorization to transport, and injection for each injection well. See 19.15.7.24 NMAC. I understand that the OCD may cancel my authority to transport from or inject into all the wells I operate if I fail to file C-115 reports. See Subsection C of 19.15.7.24 NMAC.
4. Initials AA I understand that New Mexico requires wells that have been inactive for certain time periods to be plugged or placed in approved temporary abandonment. See 19.15.25.8 NMAC. I understand the requirements for plugging and approved temporary abandonment in 19.15.25 NMAC. I understand that I can check my compliance with the basic requirements of 19.15.25.8 NMAC by using the "Inactive Well List" on OCD's website.
5. Initials AA I must keep current with financial assurances for well plugging. I understand that New Mexico requires each state or fee well that has been inactive for more than two years and has not been plugged and released to be covered by a single-well financial assurance or a "blanket plugging financial assurance for wells in temporarily abandoned statuses", even if the well is also covered by a blanket financial assurance and even if the well is on approved temporary abandonment status. See Subsection C of 19.15.8.9 NMAC. I understand that I can check my compliance with the financial assurance requirement by using the "Inactive Well Additional Financial Assurance Report" on the OCD's website.
6. Initials AA I am responsible for reporting and remediating releases pursuant to 19.15.29 NMAC. I understand the OCD will look to me as the operator of record to take corrective action for releases at my wells and related facilities, including releases that occurred before I became operator of record. I am responsible for conducting my own due diligence for any releases that have occurred prior to becoming operator of my wells and related facilities and am responsible for any open releases or unreported releases.
7. Initials AA I have read 19.15.5.9 NMAC, commonly known as "Part 5.9," and understand that to be in compliance with its requirements I must have the appropriate financial assurances in place, comply with orders requiring corrective action, pay penalties assessed by the courts or agreed to by me in a settlement agreement, and not have too many wells out of compliance with the inactive well rule (19.15.25.8 NMAC). If I am in violation of Part 5.9, I may not be allowed to drill, acquire or produce any additional wells, and will not be able to obtain any new injection permits. See 19.15.16.19 NMAC, 19.15.26.8 NMAC, 19.15.9.9 NMAC and 19.15.14.10 NMAC. If I am in violation of Part 5.9 the OCD may, after notice and hearing, revoke my existing injection permits and seek other relief. See 19.15.26.8 NMAC and 19.15.5.10 NMAC.
8. Initials AA For injection wells, I understand that I must report injection on my monthly C-115 report and must operate my wells in compliance with 19.15.26 NMAC and the terms of my injection permit. I understand that I must conduct mechanical integrity tests on my injection wells at least once every five years. See 19.15.26.11 NMAC. I understand that when there is a continuous one-year period of non-injection into all wells in an injection or storage project or into a saltwater disposal well or special purpose injection well, authority for that injection automatically terminates. See 19.15.26.12 NMAC. I understand that if I transfer operation of an injection well to another operator, the OCD must approve the transfer of authority to inject, and the OCD may require me to demonstrate the well's mechanical integrity prior to approving that transfer. See 19.15.26.15 NMAC.
9. Initials AA I am responsible for providing the OCD with my current address of record and emergency contact information, and I am responsible for updating that information when it changes. See Subsection C of 19.15.9.8 NMAC. I understand that I can update that information on the OCD's website under "Electronic Permitting."
10. Initials AA If I transfer well operations to another operator, the OCD must approve the change before the new operator can begin operations. See Subsection B of 19.15.9.9 NMAC. I remain responsible for the wells and related facilities and all related regulatory filings until the OCD approves the operator change. I understand that the transfer will not relieve me of responsibility or liability for any act or omission which occurred while I operated the wells and related facilities.
11. Initials AA No person with an interest exceeding 25% in the undersigned company is, or was within the last 5 years, an officer, director, partner or person with a 25% or greater interest in another entity that is not currently in compliance with Subsection A of 19.15.5.9 NMAC.
12. Initials AA NMOCD Rule Subsection E and F of 19.15.16.8 NMAC: An operator shall have 90 days from the effective date of an operator name change to change the operator name on the well sign unless the division grants an extension time, for good cause shown, along with a schedule for making the changes. Each sign shall show the (1) well number, (2) property name, (3) operator's name, (4) location by footage, quarter-quarter section, township and range (or unit letter can be substituted for the quarter-quarter section), and (5) API number.

I hereby certify I understand the above. The statements I have made are true and correct and a condition precedent to the Oil Conservation Division accepting this Change of Operator.

Previous Operator

Signature: _____

Printed Name: L.S. Nordstrand

Title: Secretary

Date: 5.5.22 Phone: 713-520-1555

New Operator

Signature: _____

Printed Name: Santiago Garcia

Title: CEO

Date: 05/05/22 Phone: 9163964066

Permit 315428

NMOCD Approval

Electronic Signature(s): Rob Jackson, District 1

Date: May 12, 2022

District I
 1625 N. French Dr., Hobbs, NM 88240
 Phone:(575) 393-6161 Fax:(575) 393-0720

District II
 811 S. First St., Artesia, NM 88210
 Phone:(575) 748-1283 Fax:(575) 748-9720

District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 Phone:(505) 334-6178 Fax:(505) 334-6170

District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

Wells Selected for Transfer

Permit 315428

1 Well Selected for Transfer

From: NORDSTRAND ENGINEERING INC	OGRID: 230757
To: NORTHERN PACIFIC OIL AND GAS INCORPORATED	OGRID: 330352

OCD District Hobbs (1 Well selected)

Property	Well	Lease Type	ULSTR	OCD Unit	API	Pool ID	Pool Name	Well Type
330246	BULL MOOSE 2 STATE COM #001H	S	M-02-08S-37E	M	30-041-20935	6880	BLUITT; SAN ANDRES (ASSOCIATED)	G



Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

OFFICE OF THE
GENERAL COUNSEL
Richard Moore
Associate Counsel
Phone (505) 827-5752
rmoore@slo.state.nm.us

November 2, 2022

Via USPS First Class Mail:
Nordstrand Engineering, Inc.
c/o: Linda Nordstrand
3229 D'Amico St.
Suite 200
Houston, TX 77019

Via USPS First Class Mail:
Northern Pacific Oil and Gas, Inc.
c/o: Santiago Garcia
530-B Harkle Rd.
Santa Fe, NM 87505

Re: Plugging of Bull Moose 2 State Com #001H and reclamation of Lease V0-8065-02, Township 8 South, Range 37 East, Section 2, S2

Dear Ms. Nordstrand and Mr. Garcia,

Effective March 26, 2021, New Mexico State Land Office (the "State Land Office") Lease No. V0-8065-02 (the "Lease") was cancelled for failure to file a damage bond. At the time the lease was cancelled, Nordstrand Engineering, Inc. was the lessee of record. A copy of the 30 day notice letter of pending cancellation and notice of cancellation are attached.

In June 2021, the State Land Office sent Nordstrand a letter requesting that Nordstrand comply with its contractual, statutory, and regulatory obligations to removing junk and debris from the site and schedule the plugging and abandonment of Bull Moose 2 State Com #001H (API 30-031-20935) (the "Well") for spring of 2022. Subsequently, the New Mexico Oil Conservation Division ("OCD") approved a change of the operator of record for the Well from Nordstrand to Northern Pacific, at your companies' request.

In May 2022, the State Land Office sent both Nordstrand and Northern Pacific a letter concerning water and oil in the secondary containment around the tanks at the Well site. The State Land Office requested that Nordstrand, Northern Pacific, or both remove the liquids in the secondary containment and address any leaks in the tanks to prevent the release of oil from the secondary containment. In July, Northern Pacific cleaned the water and oil out of the secondary containment and conducted repairs on the some of the equipment on the site.

Exhibit A-6

Nordstrand Engineering, Inc
NMOCD Case No. 23551

Nordstrand Engineering, Inc. and Northern Pacific Oil and Gas, Inc.
November 2, 2022
Page 2

The State Land Office has not received nominations to re-lease this acreage. Accordingly, the Well must be plugged and the site of the lease must be fully remediated and reclaimed. As the last lessee of record, Nordstrand remains obligated under State Land Office regulations to plug the well and fully reclaim the site, including the removal of infrastructure and debris, removal of any surface pipelines, remediation of any areas affected by spills or leaks, and the reseeded of the well pad, roads, and other areas of surface disturbance. 19.2.100.67 NMAC. Because the Well has remained inactive for well over a year, Northern Pacific as operator is obligated in the first instance under OCD regulations to plug the Well, remove junk and debris, and take other measures necessary to restore the site to a safe and clean condition. 19.15.25.8 NMAC; 19.15.25.10 NMAC. In the event Northern Pacific fails to honor this obligation, the State Land Office will look to Nordstrand, as the party legally responsible for compliance with respect to the lease premises.

The State Land Office will look to both Nordstrand and Northern Pacific for compliance with their respective statutory and regulatory obligations concerning plugging the Well and reclaiming the site.

Because the Lease is no longer in effect, the presence of either Nordstrand or Northern Pacific on the Lease site will require a right of entry permit from, and coordination with, the State Land Office. Please contact me to coordinate the approval of a reclamation plan for the site and the issuance of a right of entry permit.

Sincerely,

/s/ Richard H. Moore

Richard H. Moore
Associate Counsel

Encl:
Notices of Cancellation



**MONTGOMERY
& ANDREWS**
LAW FIRM

SHARON T. SHAHEEN
Direct: (505) 986-2678
Email: sshaheen@montand.com
www.montand.com

April 10, 2023

Via Federal Express and Email

Northern Pacific Oil and Gas, Inc.
ATTN: Santiago Garcia
530-B Harkle Rd.
Santa Fe, NM 87505
505-738-3809
916-396-4066 (cell)
santiagogarcia@yahoo.com
Santiago.garcia@npacificoil.com

Re: *Stephanie Garcia Richard, Commissioner of Public Lands of the State of New Mexico v. Nordstrand Engineering, Inc., and Northern Pacific Oil and Gas, Inc., D-101-CV-2023-00360, Plugging of Bull Moose 2 State Com #001H (API 30-041-20935), New Mexico State Land Office Oil and Gas Lease No. VO-8065-2 Township 8 South, Range 37 East, Section 2, S2*

Dear Mr. Garcia:

I write on behalf of Nordstrand Engineering, Inc. ("Nordstrand") in the above-captioned matter. It is my understanding that you have not yet retained counsel to represent you in this matter. If you have retained counsel, please provide this letter to your attorney and have them contact me as soon as possible.

As you know, on March 26, 2021, the oil and gas lease (No. VO-8065-2) (the "Lease") was cancelled. As you are also aware, on February 14, 2023, the Commissioner filed a Complaint against Nordstrand and Northern Pacific in the First Judicial District Court. The Complaint seeks an award of compensatory damages; specific performance of obligations under the lease; an injunction requiring Northern Pacific to plug and abandon the Well and perform site reclamation and remediation; a foreclosure on the Commissioner's statutory lien; pre and post judgment interest; costs to include attorney's fees; and other relief.

Nordstrand intends to plug the Bull Moose 2 State Com #001H well (the "Well") and reclaim the Lease acreage as required. Nordstrand will therefore be seeking a change of operator, so that Nordstrand may perform these tasks. Nordstrand appreciates Northern Pacific's cooperation in

REPLY TO:
325 Paseo de Peralta
Santa Fe, New Mexico 87501
Telephone (505) 982-3873 • Fax (505) 982-4289
Post Office Box 2307
Santa Fe, New Mexico 87504-2307

Exhibit A-7
Nordstrand Engineering, Inc
NMOCD Case No. 23551
July 6, 2023

Mr. Garcia
April 10
Page | 2

this matter, which will help to avoid further litigation costs and other penalties that may be sought by the New Mexico State Land Office.

To this end, we ask that Northern Pacific sign a C-145 Change of Operator form within 14 days, designating Nordstrand as the operator of record. I understand that all C-145s must be submitted through the New Mexico Oil Conservation Division's (the "OCD") OGRID system. Nordstrand will coordinate with Northern Pacific in facilitating this transfer.

If Northern Pacific is unwilling to cooperate in seeking approval of this change of operator, then Nordstrand will file an application for hearing with the OCD seeking a unilateral change of operator. *See* 19.15.9.9(B) NMAC.

I would appreciate a response to this letter no later than April 17. To reiterate, I understand that you have not yet retained counsel to represent you in this matter. If you have retained counsel, please provide this letter to your attorney and have them contact me as soon as possible. Otherwise, please let me know if you have any questions or would otherwise like to discuss.

Respectfully,

/s/ Sharon T. Shaheen
Sharon T. Shaheen

cc: Joe Nordstrand
Linda Nordstrand

76 FedEx Express Package US Airbill FedEx Tracking Number 8168 8842 0872

Form ID No. 0215

1 From Please print and press hard.

Date 04/10/23 Sender's FedEx Account Number SENDER'S FEDEX ACCOUNT NUMBER ONLY 0171-0279-3
Sender's Name SHARON T. SHAHEEN Phone (505) 986-2678
Company MONTGOMERY & ANDREWS PA
Address 325 PASEO DE PERALTA
City SANTA FE State NM ZIP 87501-1960

2 Your Internal Billing Reference

#15443 - OP 2301

3 To

Recipient's Name SANTIAGO GARCIA Phone (505) 738-3809
Company NORTHERN PACIFIC OIL & GAS, INC.
Address 530-B HARKLE ROAD
City SANTA FE State NM ZIP 87505

4 Express Package Service

NO BUSINESS DAY

- FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight

2nd BUSINESS DAY

- FedEx 2Day A.M.
FedEx 2Day
FedEx Express Saver

5 Packaging

- FedEx Envelope*
FedEx Pak*
FedEx Box
FedEx Tube
OT

6 Special Handling and Delivery Signature Options

- Saturday Delivery
No Signature Required
Direct Signature
Indirect Signature
Does this shipment contain dangerous goods?
No
Yes
Yes
Dry Ice
Cargo Aircraft Only

7 Payment Bill to:

- Sender
Recipient
Third Party

Total Packages 1 Total Weight lbs. Total Declared Value \$ NDU .00



Pick up number: SAFA 3081

fedex.com 1.800.607.fedex 1.800.463.3333



April 11, 2023

Dear Customer,

The following is the proof-of-delivery for tracking number: 816888420872

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	A.MARTINEZ	Delivery Location:	
Service type:	FedEx Standard Overnight		
Special Handling:	Deliver Weekday; Direct Signature Required		SANTA FE, NM,
		Delivery date:	Apr 11, 2023 13:58

Shipping Information:

Tracking number:	816888420872	Ship Date:	Apr 10, 2023
		Weight:	
Recipient:		Shipper:	
SANTA FE, NM, US,		SANTA FE, NM, US,	

Reference 15443 2301

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx

From: [Diana Luna](#)
To: santiagogarcia@yahoo.com; Santiago.garcia@npacificoil.com
Cc: [Sharon T. Shaheen](#)
Subject: Stephanie Garcia Richard, Comm'r of Pub. Lands of N.M. v. Nordstrand Eng'g, No. D-101-CV-2023-00360
Date: Monday, April 10, 2023 2:20:00 PM
Attachments: [20230410 Demand Letter to Northern Pacific \(01580478xB76D6\).pdf](#)

Mr. Garcia,

Please see attached letter from Sharon T. Shaheen dated April 10, 2023. It is also being sent via Federal Express today. Thank you.

Diana M. Luna
Assistant to Jeffrey J. Wechsler,
Jocelyn Barrett-Kapin, and
Samantha H. Catalano
Montgomery & Andrews, P.A.
P.O. Box 2307
Santa Fe, NM 87504-2307
(505) 986-2685 (direct line)
(505) 982-4289 (fax)
dluna@montand.com

THIS MESSAGE CONTAINS INFORMATION WHICH MAY BE CONFIDENTIAL AND PRIVILEGED. UNLESS YOU ARE THE ADDRESSEE (OR AUTHORIZED TO RECEIVE FOR THE ADDRESSEE), YOU MAY NOT USE, COPY OR DISCLOSE TO ANYONE THE MESSAGE OR ANY INFORMATION CONTAINED IN THE MESSAGE. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO (dluna@montand.com), AND DELETE THE MESSAGE. THANK YOU.

Tab 2.

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

**APPLICATION OF NORDSTRAND ENGINEERING,
INC. TO REMOVE NORTHERN PACIFIC OIL AND
GAS, INC. AS OPERATOR OF RECORD FOR THE
BULL MOOSE 2 STATE COM #001H WELL
ROOSEVELT COUNTY, NEW MEXICO**

Case No. 23551

AFFIRMATION OF NOTICE

I, Sharon T. Shaheen, attorney for NORDSTRAND ENGINEERING, INC. (“Nordstrand”), the Applicant in the above-captioned matter, state the following:

I caused notice of the application to be sent by certified mail through the United States Postal Service or by Fed Ex courier, with confirmation of receipt, on May 11, 2023, to all interested parties, including the New Mexico State Land Office, the Oil Conservation Division, and Northern Pacific Oil and Gas, Inc. (“Northern Pacific”). The certified mailings to the SLO and OCD were delivered. Notice to Northern Pacific was first sent by FedEx courier, with request for confirmation of receipt, to Northern Pacific’s previous address of record with the Division, at 530-B Harkle Road, Santa Fe, NM 87505, which was returned as undeliverable. Notice was subsequently sent by FedEx courier, with request for confirmation of receipt, on May 24, 2023, to Northern Pacific’s new address of record with the Division, 150 S. Rodeo Drive 250, Beverly Hills, CA 90210, which was also returned as undeliverable. Notice was also sent by certified mail on May 12, 2023, to an address in Utah believed to be the residence of the principal of Northern Pacific, but this delivery was also unsuccessful. Evidence of mailing and attempts to deliver is attached hereto as Exhibit A.

1

Exhibit B
Nordstrand Engineering, Inc
NMOCD Case No. 23551
July 6, 2023

In addition, I caused notice of the application to be sent to Northern Pacific by email on May 22, 2023, to santiago.garcia@npacificoil.com and to santiagogarcia@yahoo.com and received an email response indicating receipt. In an abundance of caution, notice was also directed to Northern Pacific in the Hobbs News-Sun on May 17, 2023, which is reflected in the Affidavit of Publication attached hereto as Exhibit B. Finally, Northern Pacific has been served with all of the documents filed in this matter, including the pre-hearing order, which was emailed to Mr. Garcia by Marlene Salvidrez. See, e.g., attached Exhibit C. Exhibits A, B, and C demonstrate to my satisfaction that all interested parties were properly served.

Nordstrand has acted in good faith and with diligence to ensure that all interested parties receive notice of the Application filed herein.

I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct.



SHARON T. SHAHEEN

6/29/23
DATE

Nordstrand Engineering, Inc.
Bull Moose 2 State Com#001H Well
June 1, 2023 Hearing

Entity	Date Letter Mailed	Identifying Number	Status of Delivery	Date Received
Current Operator of Record				
Northern Pacific Oil and Gas Inc. ATTN: Santiago Garcia 530-B Harkle Rd. Santa Fe, NM 87505	May 11, 2023	Fed-Ex No. 8174 8991 1910	Returned to Montgomery & Andrews May 22, 2023	
Santiago Garcia 1442 Perry's Hollow Drive N Salt Lake City, UT 84103	May 12, 2023	USPS # 7021 0950 0001 6540 5809	Returned to Montgomery & Andrews June 6, 2023	
Santiago Garcia 150 S. Rodeo Drive 250 Beverly Hills, CA 90210	May 24, 2023	Fed Ex No. 8174 8991 1900	Returned to Montgomery & Andrews May 30, 2023 "MOVED, Person is no longer there"	
ADDITIONAL PARTY(IES)				
State Land Office 310 Old Santa Fe Trail Santa Fe, NM 87501	May 11, 2023	7021 0950 0001 6540 5779	Delivered	May 16, 2023
New Mexico Oil Conservation Division 1220 S. St. Francis Dr. #3 Santa Fe, NM 87505	May 11, 2023	7021 0950 0001 6540 5793	Delivered	May 15, 2023



TO REUSE: Mark through all previous shipping labels and barcodes

Align top of FedEx Express® shipping label here

Ref: 817489911910	Date: 19May23	SHIPPING:	0.00
Dep:	Wgt: 0.50 LBS	SPECIAL:	0.00
	DV:	HANDLING:	0.00
		TOTAL:	0.00

Svcs: EXPRESS SAVER
TRCK: 6474 0206 9917

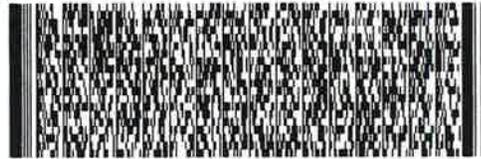
ORIGIN ID:SAFA (505) 473-3488	SHIP DATE: 19MAY23
MANAGER	ACTWGT: 0.50 LB MAN
SAFA STATION	CAD: 0566811/CAFE3621
2542 CAMINO ENTRADA	
SANTA FE, NM 87507	BILL RECIPIENT
UNITED STATES US	

TO **MONTGOMERY & ANDREWS**
SHARON SHAHEEN
325 PASEO DE PERALTA

SANTA FE NM 87501

(505) 982-3873

REF: 817489911910



WED - 24 MAY 4:30P
EXPRESS SAVER

TRK# 6474 0206 9917
0201

9A SAFA

87501
NM - US ABQ



Small Pak



Attention Sender

THIS SHIPMENT IS BEING RETURNED FOR THE FOLLOWING REASON(S):

- Refused by recipient.
- Recipient moved and left no forwarding address or phone number.
- Recipient was not in when we attempted delivery, and we were not authorized to leave shipment without a signature.
- Recipient's address on your shipment was incorrect and/or incomplete, and we were unable to obtain the correct address.
- A.P.O. box number was the only address given or obtainable.
- We were unable to collect C.O.D. charges.
- Shipper requested return.
- Shipment returned if undelivered after 5 days.
- Other:

Questions? Go to our website at fedex.com. Call 1.800.GoFedEx 1.800.463.3339.

159396 REV 3/21

150 s Rodeo Dr

FedEx Express Package US Airbill

FedEx Tracking Number 8174 8991 1900

Form ID No. 0215

Recipient's Co.

1 From [Redacted]

Date [Redacted]

Sender's Name [Redacted] Phone 303 983-3073

Company NIGHTCROWY & ANDREWS PA

Address 222 PASO DE PERALTA

Dept./Floor/Suite/Room

City SANTA FE State NM ZIP 87301-1000

2 Your Internal Billing Reference

3 To Recipient's Name [Redacted] Phone [Redacted]

Company [Redacted]

Address [Redacted]

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address [Redacted]

Use this line for the HOLD location address or for continuation of your shipping address.

City [Redacted] State CA ZIP 90210

4 Express Package Service * To most locations. Packages up to 150 For packages over 150 lbs., see FedEx Express Freight USA

- Next Business Day
- FedEx First Overnight
 - FedEx Priority Overnight
 - FedEx Standard Overnight
- 2 or 3 Business Days
- FedEx 2Day A.M.
 - FedEx 2Day
 - FedEx Express Saver

5 Packaging * Declared value limit \$500.

- FedEx Envelope*
- FedEx Pak*
- FedEx Box
- FedEx Tube
- C

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service

- Saturday Delivery
- No Signature Required
- Direct Signature
- Indirect Signature

Does this shipment contain dangerous goods? One box must be checked.

No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice 3 UN 1845 x Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. below Obtain recip FedEx Acct No.

Sender Acct. No. in Section 1 will be billed Recipient Third Party

Total Packages Total Weight [Redacted] lbs.



8174 8991 1900

RTD 0 0 18:50 09:31

FedEx Express URGENT

MOVED. Person is no longer there

STE # 250 FROM 136596 REV 3/21

FedEx TRK# 8174 8991 1900 0215

XW BABA

THU - 25 MAY 4:30P STANDARD OVERNIGHT

90210 CA-US LAX



RTD 3 348 35.2 1900 16:30 05:30

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>New Mexico Oil Conservation Division 1220 S. St. Francis Dr. #3 Santa Fe, NM 87505</p>		<p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
 9590 9402 6810 1074 3326 52		<p>MONROE COUNTY & ANDREWS, PA</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7021 0950 0001 6540 5793</p>		<p>Priority Mail Restricted Delivery</p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

MAY 22 2023

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>State Land Office 310 Old Santa Fe Trail Santa Fe, NM 87501</p>		<p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
 9590 9402 6810 1074 3326 45		<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7021 0950 0001 6540 5779</p>		<p>Priority Mail Restricted Delivery</p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
May 17, 2023
and ending with the issue dated
May 17, 2023.



Publisher

Sworn and subscribed to before me this
17th day of May 2023.



Business Manager

My commission expires
January 29, 2027
(Seal)

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE
May 17, 2023

To the following entities, individuals, their heirs, personal representatives, trustees, successors or assigns, and any other uncommitted mineral owners:

Northern Pacific Oil and Gas Inc.; State Land Office; and New Mexico Oil Conservation Division.

Nordstrand Engineering, Inc. has filed an application with the New Mexico Oil Conservation Division as follows:

Case No. 23551. Application of Nordstrand Engineering, Inc. to Remove Northern Pacific Oil & Gas, Inc. as Operator of Record for the Bull Moose 2 State Com #001H Well, Roosevelt County, New Mexico. Applicant Nordstrand Engineering, Inc. ("Nordstrand") seeks an order from the Division for unilateral change in operator from Northern Pacific Oil and Gas, Inc., OGRID No. 330352 ("Northern Pacific"), to Applicant, OGRID No. 230757, for the Bull Moose 2 State Com #001H well, API# 30-041-20935 ("Well"), located in the S/2 of Section 2, Township 8 South, Range 37 East, Roosevelt County, New Mexico. Nordstrand is the record title owner of State Oil and Gas Lease No. V0-8065-02, which has been cancelled. Northern Pacific is the operator of record. As operator of record, Northern Pacific is obligated to plug the Well, but is unavailable. Nordstrand intends to plug the Well. In the alternative, Applicant requests that the Division be authorized to plug the Well. The well is located approximately 6.5 miles northwest of Bledsoe, New Mexico.

This application will be set for hearing before a Division Examiner at the New Mexico Oil Conservation Division on **June 1, 2023**, beginning at 8:15 a.m. Hearings are currently conducted remotely. To participate in the electronic hearing, see the instructions posted on the docket for the hearing date: <http://www.emnrd.state.nm.us/OCD/hearings.html>. You are not required to attend this hearing, but as an owner of an interest that may be affected, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging this application at a later time. If you intend to present testimony or evidence at the hearing, you must enter your appearance by **May 24, 2023**, and serve the Division, counsel for the Applicant, and other parties with a pre-hearing statement by **May 25, 2023**, in accordance with Division Rule 19.15.4.13 NMAC. For further information, contact the applicant's attorney, Sharon T. Shaheen, Montgomery & Andrews, P.A., 325 Paseo de Peralta, Santa Fe, New Mexico 87501, (505) 986-2678. **#00278657**

01101398

00278657

SHARON T. SHAHEEN
MONTGOMERY & ANDREWS, P.A.
P.O. BOX OFFICE BOX 2307
A/C 451986
SANTA FE,, NM 87504-2307

From: [Salvidrez, Marlene, EMNRD](#)
To: [Sharon T. Shaheen](#); [William McGinnis](#); [Moore, Richard H.](#); Santiago.garcia@npacificoil.com
Cc: [Felicia Orth](#)
Subject: PHO Attached: Case 23551
Date: Monday, June 5, 2023 10:22:17 AM
Attachments: [PHO 23551.pdf](#)
[image001.png](#)

Good morning,

See attached.

Please file a continuance via the fee portal as soon as possible.

Thank you,
Marlene Salvidrez
Oil Conservation Division
Energy, Minerals and Natural Resources Department
(505) 469-5527



Exhibit C to Affidavit of Notice

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

**APPLICATION OF NORDSTRAND ENGINEERING, INC.
TO REMOVE NORTHERN PACIFIC OIL AND GAS, INC.
AS OPERATOR OF RECORD FOR THE
BULL MOOSE 2 STATE COM #001H WELL
ROOSEVELT COUNTY, NEW MEXICO**

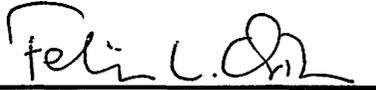
Case No. 23551

PRE-HEARING ORDER

This Pre-Hearing Order follows a status conference held on June 1, 2023, before an Oil Conservation Division (“Division”) Hearing Examiner (“Examiner”), in which the hearing date was agreed to by all parties.

1. The hearing will commence on July 6, 2023 following the completion of the Division’s regular hearing docket and continue as necessary through completion.
2. The hearing will be recorded and transcribed by a court reporter.
3. The hearing will be conducted using the virtual meeting platform; sign-in information will be sent to the parties closer to the date of the hearing. The Examiner may modify the format of the hearing consistent with the available resources and public distancing directives in place at the time of the hearing.
4. The parties shall file, with the pre-hearing statement required by 19.15.4.13.B NMAC, the following additional information, all of which is due by 5 p.m. no later than seven (7) calendar days before the hearing:
 - a. a list of material facts not in dispute;
 - b. a list of disputed facts and issues;
 - c. identification of the witnesses and their qualifications; and
 - d. a full narrative of the direct testimony and exhibits for each witness.
5. Any evidentiary objections to the filed direct testimony or any exhibit shall be filed by 5 p.m. no later than two (2) calendar days before the hearing and will be addressed at the commencement of the hearing.
6. All witnesses filing direct testimony shall attend the hearing and will be subject to cross examination by counsel for the parties and the Division Examiners.
7. Any requests for continuances or status conferences shall be filed in writing through the Division fee portal.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**FELICIA L. ORTH
HEARING EXAMINER**

Date: June 5, 2023