

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

**IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION TO CONSIDER:**

**CASE NO. 16002 (Re-Opened)
ORDER NO. R-14828**

**APPLICATION OF MEWBOURNE OIL COMPANY FOR A NON-STANDARD
GAS SPACING AND PRORATION UNIT AND COMPULSORY POOLING,
EDDY COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on March 8, 2018 at Santa Fe, New Mexico, before Examiner Michael A. McMillan, and again on March 22, 2018 before Examiner William V. Jones. Prior to issuance of any order, the case was re-opened to pool additional parties, and came on again for hearing on July 12, 2018, before Examiner Michael A. McMillan

NOW, on this 23rd day of August 2018, the Division Director, having considered the testimony, the record and the recommendations of Examiner McMillan,

FINDS THAT:

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

(2) Mewbourne Oil Company ("Mewbourne" or "Applicant"), seeks approval of a non-standard 640-acre gas spacing unit and project area ("the Unit") in the Wolfcamp formation, Purple Sage; Wolfcamp (Gas) Pool (Pool Code 98220) underlying the N/2 of Section 8, and the N/2 of Section 9, all in Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico. Applicant further seeks an order pooling all uncommitted interests within the Unit in the Wolfcamp formation.

(3) The Unit will be dedicated to two horizontal wells: the Chicago 9 8 W0HE Fee Com Well No. 1H and the Chicago 9 8 W2HE Fee Com Well No. 2H ("the proposed wells"). The completed intervals of the proposed wells will be orthodox.

(4) The Chicago 9 8 W0HE Fee Com Well No. 1H (API No. 30-015-44260) will be drilled from a surface location, 2250 feet from the North line and 330 feet from the East line (Unit H) of Section 9, to a bottom-hole location, 2200 feet from the North line and 330 feet from the West line (Unit E) of Section 8, all in Township 24 South, Range 28 East. The completed interval of the proposed well will be at an orthodox location.

(5) The Chicago 9 8 W2HE Fee Com Well No. 2H (API No. 30-015-44261) will be drilled from a surface location, 2300 feet from the North line and 330 feet from the East line (Unit H), of Section 9, to a terminus, 2200 feet from the North line and 330 feet from the West line (Unit E), of Section 8, Township 24 South, Range 28 East.

(6) The proposed wells are within the Purple Sage; Wolfcamp (Gas) Pool (Pool code 98220), which is governed by statewide Rule 19.15.15.10.B NMAC which provides for 320-acre gas spacing units, and by special pool rules established by Division Order No. R-14262 which requires wells to be located no closer than 330 feet from the unit outer boundary. The proposed Unit and project area consists of two adjacent half sections oriented east to west.

(7) Applicant appeared at the hearing through counsel and presented evidence to the effect that:

- (a) the Wolfcamp formation in this area is suitable for development by horizontal drilling;
- (b) the proposed orientation of the horizontal wells from east to west is appropriate for the Unit;
- (c) all quarter sections to be included in the Unit are expected to be productive in the Wolfcamp formation, so that the Unit as requested will not impair correlative rights; and
- (d) Applicant stated that the proposed wells will be drilled back to back, and each of the wells will have a separate election period, such that none of the pooled parties will be required for an election at the same time; and
- (e) notice by certified mail was provided to all uncommitted interest owners in the proposed Unit whose interests were evidenced by a conveyance instrument, either of record or known to Applicant when the Application was filed, and to heirs known to Applicant of deceased persons who appear as owners in such instruments.

(8) EOG Resources, Inc and EOG Y Resources, Inc. (EOG) made an appearance through counsel, and cross-examined the witnesses. EOG requested a separate pooling election of 30 days prior to spud of each of the wells. Otherwise, EOG did not

oppose granting of this application. No other party appeared at the hearing, or otherwise opposed the granting of this application.

(9) At the July 12, 2018 Hearing, EOG proposed that the following language be added to ordering Paragraph (13). "For the second proposed well to be drilled under this Order, the operator shall furnish the Division and each known pooled working interest owner in the Unit a separate itemized schedule of estimated costs of drilling, completing and equipping the second well no sooner than 30 days prior to the spudding of the second well". Applicant did not object to this additional wording.

(10) At the July 12, 2018 Hearing, EOG proposed the following language be substituted in Ordering Paragraph (14). "Within 30 days from the date the schedule of estimated well costs is furnished for any well, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided and any such owner who pays its share of estimated well costs as provided above for any well shall remain liable for operating costs but shall not be liable for risk charges for such well. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners" with respect to any well for which they so elect.

The Division concludes that:

(11) Approval of the proposed non-standard unit will enable Applicant to drill two horizontal wells that will efficiently produce the reserves underlying the Unit, thereby preventing waste, and will not impair correlative rights.

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

(13) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed wells to a common source of supply within the Unit at the proposed locations.

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

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

(16) Since both the Applicant and EOG Resources, Inc. et.al. agreed to the supplemental language for a separate election period, it should be approved. However,

since the wells will be drilled back to back, the mineral interest owners will likely not be afforded any extra protection with the additional language. This arises because oil and gas production information from the initial well will most likely not be available before spudding the second well. Further, mineral interest owners may not be aware of any drilling hazards associated with drilling and completing the first well.

(17) Mewbourne Oil Company should be designated the operator of the proposed wells and of the Unit.

(18) Infill wells within the Unit should be subject to Division Rules 19.15.13.9 NMAC through 19.15.13.10 NMAC and to the terms and conditions of this order.

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

(20) Reasonable charges for supervision (combined fixed rates) should be fixed at \$8,000 per month, per well, while drilling and \$800 per month, per well, while producing, provided that these rates should be adjusted annually pursuant to the COPAS form titled "*Accounting Procedure-Joint Operations*."

IT IS THEREFORE ORDERED THAT:

(1) A non-standard 640-acre gas spacing unit ("the Unit") is hereby established for oil and gas production from the Wolfcamp formation, Purple Sage; Wolfcamp (Gas) Pool (Pool Code 98220) underlying the N/2 of Section 8, and the N/2 of Section 9, all in Township 24 South, Range 28 East, NMPM, in Eddy County, New Mexico.

(2) Pursuant to the application of Mewbourne Oil Company, all uncommitted interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit, are hereby pooled.

(3) The Unit shall be dedicated to two horizontal wells: the Chicago 9 8 W0HE Fee Com Well No. 1H and the Chicago 9 8 W2ML State Com Well No. 2H ("the proposed wells").

(4) The Chicago 9 8 W0HE Fee Com Well No. 1H (API No. 30-015-44260) shall be drilled from a surface location, 2250 feet from the North line and 330 feet from the East line (Unit H) of Section 9, to a bottom hole location, 2200 feet from the North line and 330 feet from the West line (Unit E) of Section 8, all in Township 24 South, Range 28 East. The completed interval of the proposed well will be at an orthodox location.

(5) The Chicago 9 8 W2ML State Com Well No. 2H (API No. 30-015-44261) shall be drilled from a surface location, 2300 feet from the North line and 330 feet from the East line (Unit H), of Section 9, to a bottom hole location, 2200 feet from the North

line and 330 feet from the West line (Unit E) of Section 8, all in Township 24 South, Range 28 East. The completed interval of the proposed well will be at an orthodox location.

(6) The operator of the Unit shall commence drilling the proposed wells on or before August 31, 2019, and shall thereafter continue drilling the wells with due diligence to test the Wolfcamp formation.

(7) In the event the operator does not commence drilling at least one of the proposed wells on or before August 31, 2019, Ordering Paragraphs (1) and (2) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(8) The operator shall notify each pooled working interest owner for whom it has a valid address before it files with the Division any request for extension of the time to commence drilling and shall certify its compliance with this requirement in its request for extension. The Division may grant an extension at its discretion after 20 days from receipt of the request if no objection is received. Otherwise, the Division shall not grant the extension without a hearing.

(9) Unless at least one of the proposed wells is drilled and completed within 120 days after commencement of the first such well, then Ordering Paragraphs (1) and (2) shall be of no further effect, and the unit and project area created by this order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed wells for good cause shown by satisfactory evidence. If neither of the proposed wells is completed in all quarter-quarter sections included in the Unit within 120 days after commencement of drilling, then the operator shall apply to the Division for an amendment to this Order to contract the Unit so that it includes only those quarter-quarter sections in which at least one well is completed.

(10) Upon final plugging and abandonment of both proposed wells and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled unit created by this order shall terminate unless this order has been amended to authorize further operations.

(11) The request for separate election periods for subsequent wells shall be denied. However, the Operator at its own discretion may send out separate elections.

(12) Mewbourne Oil Company (OGRID 14744) is hereby designated the operator of the wells and of the Unit.

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

first proposed well to be drilled under this Order. For the second proposed well to be drilled under this Order, the operator shall furnish the Division and each known pooled working interest owner in the Unit a separate itemized schedule of estimated costs of drilling, completing and equipping the second well no sooner than 30 days prior to the spudding of the second well.

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

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

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

(17) The operator is hereby authorized to withhold the following costs and charges from each non-consenting working interest owner's share of production from each well:

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

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

(19) Except as provided in the foregoing paragraphs, all proceeds from production from the well that are not disbursed for any reason shall be held for the account of the person or persons entitled thereto pursuant to the Oil and Gas Proceeds Payment Act (NMSA 1978 Sections 70-10-1 through 70-10-6, as amended). If not disbursed, such proceeds shall be turned over to the appropriate authority as and when required by the Uniform Unclaimed Property Act (NMSA 1978 Sections 7-8A-1 through 70-8A-31, as amended).

(20) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$8,000 per month, per well, while drilling and \$800 per month, per well, while producing, provided that these rates shall be adjusted annually pursuant to the COPAS form titled "*Accounting Procedure-Joint Operations*." The operator is authorized to withhold from production from each well the proportionate share of both the supervision charges and the actual expenditures required for operating of such well, not in excess of what are reasonable, attributable to pooled working interest owners.

(21) During the cost recovery period, the operator shall furnish to the Division and to each known non-consenting pooled working interest owner, annually, and within 90 days after payout occurs, a schedule of all revenues attributable to each proposed well, and all charges for supervision and operating costs charged against such revenues. Operating costs shall include all reasonable costs actually incurred for the maintenance and operation of the well, except for "well costs" reported pursuant to Ordering Paragraph (13), that are properly chargeable to the joint account pursuant to COPAS procedures. If no objection to the operating costs is received by the Division, and the Division has not objected, within 45 days following receipt of any schedule, the costs shall be deemed to be the reasonable operating costs. If there is an objection to the accuracy or reasonableness of operating costs reported within the 45-day period, the Division will determine reasonable operating costs after public notice and hearing.

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

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

(24) The operator of the wells and Unit shall notify the Division in writing of the subsequent voluntary agreement of any party subject to the compulsory pooling provisions of this order.

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

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



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**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

A handwritten signature in black ink, appearing to read "Heather Riley".

**HEATHER RILEY
Director**