RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD DI		
	- Geologi	<b>CO OIL CONSERVA</b> ical & Engineering rancis Drive, Santo	<b>ATION DIVISIOI</b> 9 Bureau –	·
		RATIVE APPLICATION		
THIS C	CHECKLIST IS MANDATORY FOR A REGULATIONS WHICH R	EQUIRE PROCESSING AT THE		
Applicant: EOG	Resources, Inc.		OG	RID Number: 7377
	er 14 Fed Com 503H & othe	ers	API:	30-025-48820
Pool: Bell Lake; Bor	ne Spring, North		Poo	l Code: 5150
A. Location	ne only for [1] or [1] mingling – Storage – N ]DHC XCTB [F tion – Disposal – Press	Itaneous Dedication PROJECT AREA) Measurement PLC PC O Ure Increase – Enhc	n P(proration unit) DLS OLM anced Oil Recov	∃SD very
A. Offset B. Royalt C. Applic D. Notific E. Notific F. Surfac G. For all	WFX PMX S <b>REQUIRED TO:</b> Check operators or lease ho by, overriding royalty of cation requires publish cation and/or concurr cation and/or concurr ce owner of the above, proof of tice required	those which apply ders wners, revenue ow aed notice rent approval by SL rent approval by BL	ners M	FOR OCD ONLY Notice Complete Application Content Complete ched, and/or,
3) <b>CERTIFICATION</b> administrative	I: I hereby certify that approval is accurate	and <b>complete</b> to the	he best of my kr	

notifications are submitted to the Division. Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Lisa Trascher

Print or Type Name

Lisa Trascher

Signature

08/10/2021

Date

432-247-6331

Phone Number

lisa\_trascher@eogresources.com e-mail Address

Released to Imaging: 2/7/2022 1:15:49 PM

1625 N. French Drive, Hobbs, NM 88240

1000 Rio Brazos Road, Aztec, NM 87410

811 S. First St., Artesia, NM 88210

1220 S. St Francis Dr, Santa Fe, NM

District I

District II

District III

District IV

87505

	State of New Mexico
Energy, M	inerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

OIL CONSERVATION DIVISION 1220 S. St Francis Drive Santa Fe, New Mexico 87505

Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

### APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: EOG Resources, Inc.							
OPERATOR ADDRESS: P.O. BO	x 2267 Midland, T	Texas 79702					
APPLICATION TYPE:							
Pool Commingling      Lease Comminglin	g Pool and Lease Cor	mmingling Off-Lease	Storage and Measu	rement (Only if not Surface	e Commingled)		
LEASE TYPE: Fee K	State X Fede	ral					
Is this an Amendment to existing Order		"Yes", please include	he appropriate C	Order No			
Have the Bureau of Land Management	(BLM) and State Land	d office (SLO) been not	tified in writing	of the proposed comm	ingling		
		DL COMMINGLIN	C				
		s with the following in			1		
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes		
Please see attached							
(2) Are any wells producing at top allowal			<b>—</b> ——				
<ul> <li>(3) Has all interest owners been notified b</li> <li>(4) Measurement type:  Metering [</li> </ul>	y certified mail of the pro	oposed commingling?	$\Box$ Yes $\Box$ No.				
(4) Weasurement type. Environment g		□No If "yes", descri	be why commingl	ing should be approved			
		SE COMMINGLIN	IC.				
	• •	s with the following in					
(1) Pool Name and Code. [98180] WC-0.							
(2) Is all production from same source of s							
<ul> <li>(3) Has all interest owners been notified by</li> <li>(4) Measurement type: XMetering</li> </ul>		posed commingling?	XYes N	0			
(4) Measurement type: <u>A</u> Metering	Other (Specify)						
		LEASE COMMIN					
(1) Complete Sections A and E.	r lease attach sheet	s with the following in	normation				
(I		ORAGE and MEA ets with the following					
(1) Is all production from same source of s							
<ul> <li>(1) Include proof of notice to all interest owners.</li> </ul>							
(E) ADDITIONAL INFORMATION (for all application types) Please attach sheets with the following information							
(1) A schematic diagram of facility, includ							
<ul><li>(2) A plat with lease boundaries showing a</li><li>(3) Lease Names, Lease and Well Number</li></ul>	-	ions. Include lease numbe	ers if Federal or St	ate lands are involved.			
(3) Lease Names, Lease and Well Number	s, and API Numbers.						
I hereby certify that the information above is true and complete to the best of my knowledge and belief.							
SIGNATURE: Lisa Trascher TITLE: Regulatory Specialist DATE: 8/10/2021							
TYPE OR PRINT NAME_Lisa Trascher TELEPHONE NO.: 432-347-6331							
E-MAIL ADDRESS: lisa_trascher@eo	gresources.com						

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
DRIVER 14 FED	503H	3002548820	NMNM114985	NMNM114985	EOG
DRIVER 14 FED	505H	3002548822	NMNM126493	NMNM126493	EOG
DRIVER 14 FED	504H	3002548821	NMNM126493	NMNM126493	EOG
DRIVER 14 FED	506H	3002548823	NMNM126493	NMNM126493	EOG

# **Notice of Intent**

Received by UCD: 3/10/2021 2:59:24 PM

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Type of Submission: Notice of Intent

Type of Action Commingling (Surface) Time Sundry Submitted: 12:40

Sundry Print Repor

08/10/2021

Date Sundry Submitted: 08/10/2021

Date proposed operation will begin: 08/09/2021

**Procedure Description:** EOG Resources, Inc. ("EOG") respectfully requests approval to surface lease commingle oil & gas from all existing and future wells in Section 11 & 14 in Township 23 South, Range 33 East within the Bone Spring pool listed below, for Leases NM NM 114985, NM NM 126493 and VB-1862-1. This Commingle and Allocation Approval (CAA) will not negatively affect the royalty of the federal government. Any allocation meters (non-FMPs) will meet API measurement standard 14.1. All leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities, defined as 1 bbl/day of oil or 10 MCF/day of gas. Gas analysis is not required because we are applying under 3173.14(a)(1)iii (Federal unit PA or CA where each unit PA or CA proposed for commingling has the same proportion of Federal interest, and which interest is subject to the same fixed royalty rate and revenue distribution). The location of the FMP is on the lease. There is no new surface disturbance included as part of the proposed CAA. These spacing units are initially dedicated to the following wells:

# **Surface Disturbance**

Is any additional surface disturbance proposed?: No

**NOI Attachments** 

**Procedure Description** 

Fed\_Application\_Driver\_20210810124008.pdf

Signed on: AUG 10, 2021 12:40 PM

# **Operator Certification**

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

Operator Electronic Signature: LISA TRASCHER Name: EOG RESOURCES INCORPORATED Title: Regulatory Specialist Street Address: 5509 Champions Drive City: Midland State: TX Phone: (432) 247-6331 Email address: lisa\_trascher@eogresources.com

# **Field Representative**

Representative Name:

Street Address:

City:
State:

Phone:

Email address:

### APPLICATION FOR SURFACE LEASE COMMINGLING

EOG Resources, Inc. ("EOG") respectfully requests approval to surface lease commingle oil & gas from all existing and future wells in Section 11 & 14 in Township 23 South, Range 33 East within the Bone Spring pool listed below, for Leases NM NM 114985, NM NM 126493 and VB-1862-1. This Commingle and Allocation Approval (CAA) will not negatively affect the royalty of the federal government. Any allocation meters (non-FMPs) will meet API measurement standard 14.1. All leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities, defined as 1 bbl/day of oil or 10 MCF/day of gas. Gas analysis is not required because we are applying under 3173.14(a)(1)iii (Federal unit PA or CA where each unit PA or CA proposed for commingling has the same proportion of Federal interest, and which interest is subject to the same fixed royalty rate and revenue distribution). The location of the FMP is on the lease. There is no new surface disturbance included as part of the proposed CAA. These spacing units are initially dedicated to the following wells:

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
Driver 14 Fed Com #503H	N-14-23S-33E	30-025-48820	[5150] Bell Lake; Bone Spring, North	*2140	*41	*2462	*1245
Driver 14 Fed Com #504H	N-14-23S-33E	30-025-48821	[5150] Bell Lake; Bone Spring, North	*2300	*41	*2646	*1245
Driver 14 Fed Com #505H	P-14-23S-33E	30-025-48822	[5150] Bell Lake; Bone Spring, North	*2300	*41	*2646	*1245
Driver 14 Fed Com #506H	P-14-23S-33E	30-025-48823	[5150] Bell Lake; Bone Spring, North	*2185	*41	*2513	*1245

# **GENERAL INFORMATION :**

- Federal lease NM NM 114985 covers 1039.89 acres including Section 11 and SW4 of Section 14 in Township 23 South, Range 33 East, Lea County, New Mexico.
- Federal lease NM NM 126493 covers 160 acres including SE4 of Section 14 in Township 23 South, Range 33 East, Lea County, New Mexico.
- State lease VB-1862-1 covers 320 acres including N2 of Section 14 in Township 23 South, Range 33 East, Lea County, New Mexico.
- The central tank battery to service the subject wells is located in the NESW of Section 14 in Township 23 South, Range 33 East, Lea County, New Mexico on Federal lease NM NM 114985.
- An application to commingle production from the subject wells has been submitted to the BLM and SLO.
- Enclosed herewith is (1) a map that displays the leases, the location of the subject wells, and the proposed CTB, (2) a process flow diagram, (3) and the C-102 plat for each of the wells.

# **FUTURE ADDITIONS**

Pursuant to Statewide rule  $\underline{19.15.12.10}$  (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

• EOG may add additional production from the Bone Spring and Wolfcamp Pools (Bell Lake; Bone Spring, North and WC-025 G-09 S243310P; Upper Wolfcamp [98135] and any other Bone Spring or Wolfcamp pools that may be named within this area) from Lease's NM NM 114985, NM NM 126493 and VB-1862-1 and any Communitization Agreements within Section 11 & 14 in Township 23 South, Range 33 East, Lea County, New Mexico.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal and filing a C103Z and C102 with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

# PROCESS FLOW AND DESCRIPTION

The production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams (gas, oil, and water) by the separator and each stream will be measured individually after it exists the separator.

The gas will be measured using a senior orifice meter and used to allocate total volume measured at the facility check meter, high pressure flare meter, and individual well flare meter. The gas from the heated separator also flows into this header. The gas flows through the header to a custody transfer orifice meter (\*111111) that serves as our lease production meter. If the pipeline is experiencing problems and cannot take any gas, the gas will flow through the high-pressure flare meter (\*111111) to the flare. If an individual well needed to be flared for any operational reason, it will be manually routed through the individual well flare meter (\*111111) to the flare. The overhead gas from the vapor recovery tower is compressed by a vapor recovery compressor and then measured by a custody transfer orifice meter (\*111111). The gas from the vapor recovery system combines with the gas from the lease production meter and flows into our gas gathering pipeline system.

The oil from the separators will be measured using a Coriolis meter. The oil from each separator will be combined into a common header and flow into a heated horizontal separator (HHS) to aid separation of the water entrained in the oil. The oil from the heated separator flows through a vapor recovery tower (VRT) where gas is allowed to breakout to a lower pressure, and then the oil flows into (4) 750-barrel coated steel tanks. Guided wave radar is used to measure water and oil volumes in these tanks. Oil is pumped out of the tanks through a Coriolis meter into a truck or a pipeline.

The water will be measured using a Coriolis meter. The water from each separator is combined in a common header and flows into (2) 750-barrel coated steel tanks. Guided wave radar is used to measure water volumes in these tanks. Water from the heated separator flows into the common water header connected to the (2) 750-barrel water tanks. The water is then pumped and/or trucked to a saltwater disposal well.

WELL NAME	GAS METER #	OIL METER #
Driver 14 Fed Com #503H	*1111111	*1111111
Driver 14 Fed Com #504H	*1111111	*111111
Driver 14 Fed Com #505H	*1111111	*111111
Driver 14 Fed Com #506H	*1111111	*1111111



P.O. Box 2267, Midland, Texas 79702 Phone: (432) 686-3684 Fax: (432) 686-3773

Date: August 4<sup>th</sup>, 2021

To: New Mexico State Land Office State of New Mexico Oil Conservation Division

Re: Surface Lease Commingling Application; Driver 14 Fed Com CTB

To whom it may concern

This letter serves to notice you that, as of the date below, ownership in the leases and pool referenced in this commingling application are Diverse, as defined in 19.15.12.7.A. The leases and pool to be commingled through this application are initially dedicated to the following wells:

API	Well Name	Location	Pool Code/name	Status
30-025-48820	Driver 14 Fed Com #503H	N-14-23S-33E	[5150] Bell Lake; Bone Spring, North	PERMITTED
30-025-48821	Driver 14 Fed Com #504H	N-14-23S-33E	[5150] Bell Lake; Bone Spring, North	PERMITTED
30-025-48822	Driver 14 Fed Com #505H	P-14-23S-33E	[5150] Bell Lake; Bone Spring, North	PERMITTED
30-025-48823	Driver 14 Fed Com #506H	P-14-23S-33E	[5150] Bell Lake; Bone Spring, North	PERMITTED

All owners, as of the date below, are listed on Exhibit A, attached hereto. I certify that this information is true and correct to the best of my knowledge.

Sincerely,

EOG Resources, Inc.

Mon " arttl By:

Chloe Sawtelle Senior Landman

8/4/2021

Date

Commingling Application for Driver 14 Fed Com CTB EOG Resources, Inc. EXHIBIT A- Notice List

New Mexico Oil Conservation Division Attn: Mr. Dean McClure 1220 South St. Francis Drive Santa Fe, NM 87505 Via OCD Online

Chevron U.S.A. Inc. 1400 Smith Street Houston, Texas 77002 7021 0950 0001 9256 1165 Bureau of Land Management Attn: Mr. Jonathon Shepard 620 E. Green Street Carlsbad, NM 88220 Via BLM AFMSS

EOG Resources, Inc. P.O. Box 2267 Midland, Texas 79702 Commissioner of Public Lands Attn: Scott Dawson PO Box 1148 Santa Fe, NM 87504-1148 7021 0950 0001 9256 1172

Copies of this application were mailed to the following individuals, companies, and organizations on or before <u>August 10</u>, 2021.

Lisa Trascher

Lisa Trascher EOG Resources, Inc.









P.O. Box 2267, Midland, Texas 79702 Phone: (432) 848-9133

Certified Mail-Return Receipt

Date: August 10, 2021

Re: Surface Lease Commingling Application; Driver 14 Fed Com CTB

Dear Sir/Madam:

Enclosed please find EOG Resources, Inc.'s application to commingle production at its Driver 14 Fed Com Central Tank Battery located in Lea County, New Mexico, filed this date with the Bureau of Land Management (BLM) and notification to the New Mexico Oil Conservation Division (NMOCD).

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date the Division received this application.

Pursuant to Statewide rule  $\underline{19.15.12.10}$  (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

• EOG may add additional production from the Bone Spring and Wolfcamp Pools (Bell Lake; Bone Spring, North and WC-025 G-09 S243310P; Upper Wolfcamp [98135] and any other Bone Spring or Wolfcamp pools that may be named within this area) from Lease's NM NM 114985, NM NM 126493 and VB-1862-1 and any Communitization Agreements within Section 11 & 14 in Township 23 South, Range 33 East, Lea County, New Mexico.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal and filing a C103Z and C102 with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

For questions regarding this application, please contact me at 432-247-6331 or lisa\_trascher@eogresources.com

Kind regards,

**EOG Resources, Inc.** 

By:

Lisa Trascher Lisa Trascher

Regulatory Specialist



# APPLICATION FOR, COMMINGLING AT A COMMON CENTRAL TANK BATTERY Proposal for **DRIVER 14 FED COM CTB**

EOG Resources, Inc. is requesting approval to commingle the following wells in a common central tank battery:

### Federal Leases NM NM 114985 & NM NM 126493 and State Leas

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
Driver 14 Fed Com #503H	N-14-23S-33E	30-025-48820	[5150] Bell Lake; Bone Spring, North	*2140	*41	*2462	*1245
Driver 14 Fed Com #504H	N-14-23S-33E	30-025-48821	[5150] Bell Lake; Bone Spring, North	*2300	*41	*2646	*1245
Driver 14 Fed Com #505H	P-14-23S-33E	30-025-48822	[5150] Bell Lake; Bone Spring, North	*2300	*41	*2646	*1245
Driver 14 Fed Com #506H	P-14-23S-33E	30-025-48823	[5150] Bell Lake; Bone Spring, North	*2185	*41	*2513	*1245

\* Estimated numbers for these wells; will provide actual numbers once these wells are producing.

Received by OCD: 8/10/2021 2:59:24 PM

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Received by OCD: 8/10/2021 2:59:24 PM

### DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

Run Date/Time: 8/10/2021 9:18 AM (MASS) Seria	Il Register Page Page 1 Of 2
01 12-22-1987;101STAT1330;30USC181 ET SEQ	Total Acres: Serial Number
Case Type312021: O&G LSE COMP PD -1987	1,039.890 NMNM 114985
Commodity 459: OIL & GAS Case Disposition: AUTHORIZED Case File Juris:	

				Serial Number:	NMNM 114985
Name & Address				Int Rel	% Interest
EOG RESOURCES INC	333 CLAY ST #4200	HOUSTON	TX 77	7002 OPERATING RIGHT	S 0.00000000
CHEVRON USA INC	1400 SMITH ST	HOUSTON	TX 77	OPERATING RIGHT	S 0.00000000
CHEVRON USA INC	6301 DEAUVILLE	MIDLAND	TX 79	97062964 LESSEE	100.00000000

							Serial N	umber: NMNM 114985
Mer	Twp Rng	Sec	: SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S 0330E	005	LOTS		3,4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S 0330E	005	ALIQ		S2NW,W2SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S 0330E	011	ALL		ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S 0330E	014	ALIQ		SW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

### Relinquished/Withdrawn Lands

### Serial Number: NMNM-- 114985

				Serial Number: NMNM 114985
Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
10/04/2005	299	PROTEST FILED	FOREST GUARDIANS	
10/18/2005	387	CASE ESTABLISHED	200510048;	
10/19/2005	143	BONUS BID PAYMENT RECD	\$2080.00;	
10/19/2005	191	SALE HELD		
10/19/2005	267	BID RECEIVED	\$1014000.00;	
10/31/2005	143	BONUS BID PAYMENT RECD	\$1011920.00;	
11/18/2005	298	PROTEST DISMISSED		
11/22/2005	237	LEASE ISSUED		
11/22/2005	974	AUTOMATED RECORD VERIF	GSB	
12/01/2005	496	FUND CODE	05;145003	
12/01/2005	530	RLTY RATE - 12 1/2%		
12/01/2005	868	EFFECTIVE DATE		
02/21/2006	963	CASE MICROFILMED/SCANNED		
09/14/2006	140	ASGN FILED	CHALFANT/CHESAPEAK;1	
10/19/2006	139	ASGN APPROVED	EFF 10/01/06;	
10/19/2006	974	AUTOMATED RECORD VERIF	MV	
	NO WAI	RRANTY IS MADE BY BLM FOR USE O	F THE DATA FOR PURPOSES NOT IN	NTENDED BY BLM

Page 2 Of 2

114985

### DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

Run Date/Time: 8/10/2021 9:18 AM

				Serial Number: NMNM	114985
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
06/11/2008	817	MERGER RECOGNIZED	CHESA LLC/CHESA LP		
08/22/2008	817	MERGER RECOGNIZED			
11/27/2012	140	ASGN FILED	CHESAPEAK/CHEVRON U;1		
04/09/2013	139	ASGN APPROVED	EFF 12/01/12;		
04/09/2013	974	AUTOMATED RECORD VERIF	ANN		
04/02/2014	650	HELD BY PROD - ACTUAL	/1/		
04/02/2014	658	MEMO OF 1ST PROD-ACTUAL	/1/#1H ;		
08/07/2014	643	PRODUCTION DETERMINATION	/1/		
09/01/2016	246	LEASE COMMITTED TO CA	NMNM136879;		
09/29/2016	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM136879;#502H		
03/24/2017	643	PRODUCTION DETERMINATION	/2/		
03/21/2018	932	TRF OPER RGTS FILED	CHEVRON U/EOG Y RES;1		
04/24/2018	933	TRF OPER RGTS APPROVED	04/01/18;		
04/24/2018	974	AUTOMATED RECORD VERIF	JA		
01/01/2019	817	MERGER RECOGNIZED	EOG M/EOG RESOURCE IN		
01/01/2019	817	MERGER RECOGNIZED	EOG A/EOG RESOURCE IN		
01/01/2019	817	MERGER RECOGNIZED	EOG Y/EOG RESOURCE IN		
10/13/2020	932	TRF OPER RGTS FILED	CHEVRON U/EOG RESOU;1	FLUIDS TEAM	
08/04/2021	932	TRF OPER RGTS FILED	CHEVERON/EOG RESOU;1	FLUIDS TEAM	

Line Number	Remark Text	Serial Number: NMNM
0002	STIPULATIONS ATTACHED TO LEASE:	
0003	NM-11-LN SPECIAL CULTURAL RESOURCE LEASE NOTICE	
0004	SENM-S-19 PLAYAS AND ALKALI LAKES	
0005	SENM-S-22 PRAIRIE CHICKENS 🗆 SEC. 05	
0006	SENM-S-36 NSO-LPC/SDL HABITAT 🗆 SEC. 05	
0007	04/09/2013 - RENTAL PAID 12/01/12 PER ONRR	
0008	/1/1ST PROD 04/02/14 CHEVRON USA; LIMESTONE 11 23 33	
0009	FED 1H; 30-025-41360 CHEVRON USA T23SR33E SEC11:NWNW	
0010	04/24/2018 - EOG Y RESOURCES NMB000434 N/W	
0011	04/24/2018 - SEE OPERATING RIGHTS WORKSHEET;	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

### DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

01 12-22-1987;101STAT1330;30USC181 ET SEQ         Total Acres:         Serial Number           Case Type312021: O&G LSE COMP         PD -1987         160.000         NMNM         126493           Commodity 459: OIL & GAS         Commodity 450: OIL & GAS <td< th=""><th>Run Date/Time: 8/10/2021 9:18 AM</th><th>(MASS) Serial Register Page</th><th></th><th>Page 1 C</th><th>Of 2</th></td<>	Run Date/Time: 8/10/2021 9:18 AM	(MASS) Serial Register Page		Page 1 C	Of 2
Commodity 459: OIL & GAS	01 12-22-1987;101STAT1330;30USC181 ET SE	Q	Total Acres:	Serial Num	ber
	Case Type312021: O&G LSE COMP PD -198	7	160.000	NMNM 1264	493
Cons Disposition: AUTUODIZED Cons File Junio	Commodity 459: OIL & GAS				
Case Disposition: AUTHORIZED Case File Juris:	Case Disposition: AUTHORIZED Case	se File Juris:			

					Serial Number:	NMNM 126493
Name & Address					Int Rel	% Interest
EOG RESOURCES INC	333 CLAY ST #4200	HOUSTON	ТΧ	77002	LESSEE	100.00000000

				Serial N	Number: NMNM 126493
Mer Twp Rng	Sec SType	Nr Suff Subdivision	District/ Field Office	County	Mgmt Agency
23 0230S 0330E	014 ALIQ	SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

# Relinquished/Withdrawn Lands

Serial Number: NMNM-- 126493

Act Date	Act Code	Action Txt	Action Remarks	Serial Number: NMNM 126493 Pending Off
01/19/2011	387	CASE ESTABLISHED	201104008;	
04/20/2011	143	BONUS BID PAYMENT RECD	\$320.00;	
04/20/2011	191	SALE HELD		
04/20/2011	267	BID RECEIVED	\$768000.00;	
04/26/2011	143	BONUS BID PAYMENT RECD	\$767680.00;	
05/12/2011	237	LEASE ISSUED		
05/12/2011	974	AUTOMATED RECORD VERIF	DE	
06/01/2011	496	FUND CODE	05;145003	
06/01/2011	530	RLTY RATE - 12 1/2%		
06/01/2011	868	EFFECTIVE DATE		
02/02/2015	140	ASGN FILED	TODCO PRO/DEVON ENE;1	
03/31/2015	269	ASGN DENIED		
03/31/2015	974	AUTOMATED RECORD VERIF	JA	
04/13/2015	140	ASGN FILED	TODCO PRO/DEVON ENE;1	
04/13/2015	140	ASGN FILED	BLANCO CO/TODCO PRO;1	
05/27/2015	139	ASGN APPROVED	2EFF 05/01/15;	
05/27/2015	139	ASGN APPROVED	1EFF 05/01/15;	
05/27/2015	974	AUTOMATED RECORD VERIF	LBO	
09/21/2017	140	ASGN FILED	DEVON ENE/EOG RESOU;1	
10/10/2017	139	ASGN APPROVED	EFF 10/01/17;	
10/10/2017	974	AUTOMATED RECORD VERIF	RCC	

### NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Run Date/Time: 8/10/2021 9:18 AM Page 2 Of 2 Serial Number: NMNM-- 126493 Act Code Action Txt Action Remarks Pending Off Act Date EOG Y/EOG RESOURCE IN 01/01/2019 817 MERGER RECOGNIZED EOG A/EOG RESOURCE IN 01/01/2019 817 MERGER RECOGNIZED 01/01/2019 817 MERGER RECOGNIZED EOG M/EOG RESOURCE IN 02/01/2021 SUS OPS OR PROD/PMT REQD APD APPROVAL DELAY; 677 02/23/2021 SUS OPS/PROD APLN FILED 673 03/17/2021 974 AUTOMATED RECORD VERIF DME 04/30/2021 678 SUSP LIFTED 08/28/2021 763 **EXPIRES** 

Line Number	Remark Text Serial Number: NMNM 126493	
0001	_	
0002	STIPULATIONS ATTACHED TO LEASE:	
0003	NM-11-LN SPECIAL CULTURAL RESOURCE	
0004	SENM-S-17 SLOPES, FRAGILE SOILS	
0005	SENM-S-22 PRAIRIE CHICKEN	
0006	10/10/2017 - RENTAL PAID PER ONRR THROUGH 05/31/18;	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

 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 Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 District IV

 1220 S. St. Francis Dr., Santa Fe, NM 87505

 Phone: (505) 476-3460 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

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 Number <sup>2</sup>Pool Code <sup>3</sup>Pool Name Bell Lake; Bone Spring, North 5150 30 - 025 - 48820<sup>4</sup>Property Code <sup>5</sup>Property Name Well Number 331169 DRIVER 14 FED COM 503H <sup>8</sup>Operator Name <sup>7</sup>OGRID No. <sup>9</sup>Elevation 3669 7377 EOG RESOURCES, INC. <sup>10</sup>Surface Location UL or lot no. Township Rang Feet from the North/South line Feet from the East/West line County Section Lot Idn 23-S33-E 979' SOUTH 2464' WEST LEA Ν 14 <sup>11</sup>Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South line Feet from the East/West line County Range 100' 1335' С 11 23-S 33-E NORTH WEST LEA <sup>2</sup>Dedicated Acres <sup>3</sup>Joint or Infill <sup>5</sup>Order No. <sup>4</sup>Consolidation Code **REQUIRES NSL** 640.00

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.



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 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

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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 Number <sup>2</sup>Pool Code <sup>3</sup>Pool Name 5150 30 - 025 - 48821Bell Lake; Bone Spring, North <sup>4</sup>Property Code <sup>5</sup>Property Name Well Number 331169 DRIVER 14 FED COM 504H <sup>8</sup>Operator Name <sup>7</sup>OGRID No. <sup>9</sup>Elevation 3669 7377 EOG RESOURCES, INC. <sup>10</sup>Surface Location UL or lot no. Township Rang Lot Idn Feet from the North/South line Feet from the East/West line County Section Ν 23-S33-E 979' SOUTH 2479' WEST LEA 14 <sup>11</sup>Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South line Feet from the East/West line County Range 2327' 100' С 11 23-S 33-E NORTH WEST LEA <sup>2</sup>Dedicated Acres <sup>3</sup>Joint or Infill <sup>5</sup>Order No. <sup>4</sup>Consolidation Code 640.00

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.



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 District I

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

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 811 S. First St., Artesia, NM 88210

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# 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 Number <sup>2</sup>Pool Code <sup>3</sup>Pool Name 30-025-48823 5150 Bell Lake; Bone Spring, North <sup>4</sup>Property Code Property Name Well Number DRIVER 14 FED COM 506H 331169 <sup>8</sup>Operator Name OGRID No. <sup>9</sup>Elevation 3655 7377 EOG RESOURCES, INC. <sup>10</sup>Surface Location UL or lot no. Township Range Feet from the North/South line Feet from the East/West line County Section Lot Idn Ρ 23-S33-E 1036' SOUTH 1176' EAST LEA 14 <sup>11</sup>Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South line Feet from the East/West line County Rang 100' 959' Α 11 23-S 33-E NORTH EAST LEA <sup>2</sup>Dedicated Acres <sup>3</sup>Joint or Infill <sup>4</sup>Consolidation Code <sup>5</sup>Order No. 320.00

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.



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 District I

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

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 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

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# 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 Number <sup>2</sup>Pool Code <sup>3</sup>Pool Name 5150 Bell Lake; Bone Spring, North 30 - 025 - 48822<sup>4</sup>Property Code <sup>5</sup>Property Name Well Number 315972 DRIVER 14 FED COM 505H <sup>8</sup>Operator Name <sup>7</sup>OGRID No. <sup>9</sup>Elevation 3655 7377 EOG RESOURCES, INC. <sup>10</sup>Surface Location UL or lot no. Township Rang Lot Idn Feet from the North/South line Feet from the East/West line County Section 1176' Ρ 23-S33-E 1021' SOUTH EAST LEA 14 <sup>11</sup>Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South line Feet from the East/West line County Range 1951' 100' Β 11 23-S 33-E NORTH EAST LEA <sup>2</sup>Dedicated Acres <sup>3</sup>Joint or Infill <sup>4</sup>Consolidation Code <sup>5</sup>Order No. 640.00

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.



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### STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

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

Contract No.

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 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: E2E2 of Sections 11 & 14, T23S, R33E, NMPM, Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons (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 May 1st, 2021, 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 duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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 the capability 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 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 & Lessee	of Record:
EOG Resources, I	nc.
By:	X-
Name of person:	Matthew W. Smith
Type of authority:	Agent & Attorney-In-Fact
Lessee of Record: Chevron U.S.A, In	ıc.
By:	
Name of person:	
Type of authority:	
51	

[Acknowledgments are on following page.]

## Acknowledgment in a Representative Capacity

STATE OF TEXAS)

COUNTY OF MIDLAND) ss)

This instrument was acknowledged before me on April 19, 2021

by Matthew W. Smith as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)



Agnature of Notarial Office

My commission expires: 3/29/2024

STATE OF

COUNTY OF )ss)

This instrument was a	acknowledged before me on	
	DATE	
by	as	on behalf of

Chevron U.S.A, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires:

ONLINE version February 2013

- 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 or 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 & Lessee of Record: **EOG Resources, Inc.** 

By:

Name of person:Matthew W. SmithType of authority:Agent & Attorney-In-Fact

Lessee of Record: Chevron U.S.A. Inc.

By: \_\_\_\_\_ Name of person: Type of authority:

Attorney-In-

[Acknowledgments are on following page.]

### Acknowledgment in a Representative Capacity

### STATE OF TEXAS)

### COUNTY OF MIDLAND) ss)

by Matthew W. Smith as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires:

STATE OF 12X45 COUNTY OF Harris ) ss)

This instrument was acknowledged before me on <u>May 6, 2021</u> by <u>Kelly Coppins</u> as <u>Attorney</u> - In-Fact on behalf of

Chevron U.S.A. Inc., a Delaware corporation on behalf of said corporation.

(Seal)

ANGELA RASBERRY Notary Public, State of Texas Comm. Expires 11-04-2022 Notary ID 7549094

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

# EXHIBIT A

To Communitization Agreement dated May 1<sup>st</sup>, 2021 embracing the E2E2 of Sections 11 & 14, T23S, R33E, NMPM, Lea County, NM.

# Operator of Communitized Area: EOG Resources, Inc.

# DESCRIPTION OF LEASES COMMITTED

# Tract No. 1

Lease Serial No.:	NMNM-126493 INSOFAR AND ONLY INSOFAR as said lease covers: <u>Township 23 South, Range 33 East, N.M.P.M.</u> Sec. 14: E/2 SE/4		
Description of Land Committed:			
Construction and the second			
	Lea County, New Mexico		
Lease Date:	June 1, 2011		
Lease Term:	10 years		
Royalty Rate:	12.5%		
Number of Acres:	80.00 acres		
Lessor:	United States of America		
Original Lessee:	The Blanco Company		
Present Lessee:	EOG Resources, Inc.		
Name & Percent of WI Owner:	EOG Resources, Inc.	100.00%	
Name & Percent of ORRI Owners:	NONE		

# Tract No. 2

Lease Serial No.:		NMNM-114985		
Description of Land Committed:		INSOFAR AND ONLY INSOFAR as said lease covers:		
		Township 23 South, Range 33 East, N.M.P.M.		
		Sec. 11: E/2 E/2		
		Lea County, New Mexico		
	Lease Date:	December 1, 2005		
	Lease Term:	10 years		
	Royalty Rate:	12.5%		
	Number of Acres:	160.00 acres		
	Lessor:	United States of America		
	Original Lessee:	Chalfant Properties Inc.		
	Present Lessee:	Chevron U.S.A., Inc.		
	Name & Percent of WI Owner:	EOG Resources, Inc. 75.00%		
		Chevron U.S.A, Inc. 25.00%		
	Name & Percent of ORRI Owners:	NONE		

# Tract No. 3

Lease Serial No.:	ST NM VB-1862-1
Description of Land Committed:	INSOFAR AND ONLY INSOFAR as said lease covers:
	Township 24 South, Range 33 East, N.M.P.M.
	Sec. 14: E/2 NE/4
	Lea County, New Mexico
Lease Date:	April 20, 2010

ONLINE version February 2013

Lease Term:	5 years	
Royalty Rate:	3/16 <sup>th</sup>	
Number of Acres:	80.00 acres	
Lessor:	State of New Mexico	
Original Lessee:	Yates Petroleum Corporation	
Present Lessee:	EOG Resources, Inc.	
Name & Percent of WI Owner:	EOG Resources, Inc.	100.00%
Name & Percent of ORRI Owners:	EOG Resources, Inc.	0.01000000

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	160.00	50.00%
3	80.00	25.00%
Total:	320.00	100.00%

.

# ONLINE Version COMMUNITIZATION AGREEMENT

Contract No.

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," W I T N E S S E T H:

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 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: <u>E2W2 & W2E2 of Sections 11 & 14, T23S, R33E, NMPM, Lea County, NM</u>

containing <u>640.00</u> acres, more or less, and this agreement shall include onlythe <u>Bone Spring</u> Formation underlying said lands and the <u>oil</u>, <u>natural gas and associated liquid hydrocarbons</u> (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 May 1st, 2021, 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 duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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 the capability 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 & Lessee EOG Resources, I By:		l-	
	Matthew W. Smith		V
-	Agent & Attorney-In	I-Fact	
Lessee of Record: Chevron U.S.A, In	c.		
By:			
Name of person:			
Type of authority:			

[Acknowledgments are on following page.]

### Acknowledgment in a Representative Capacity

STATE OF TEXAS) COUNTY OF MIDLAND) ss, This instrument was acknowledged before me on April 19, 2021

by Matthew W. Smith as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)	SHEA THOMPSON Notary Public, State of Texas Comm. Expires 03-29-2024 Notary ID 130599770	My commission expires: $3/29/2024$
STATE OF	)	
COUNTY OF	) \$\$)	
This instrument w	as acknowledged before me on	DATE
by	as	on behalf of
	nc., a Delaware corporation on behalf	of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires:
- 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 or 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 & Lessee of Record: **EOG Resources, Inc.** 

By:

Name of person:Matthew W. SmithType of authority:Agent & Attorney-In-Fact

Lessee of Record: Chevron U.S.A. Inc.

By: Name of person: Type of authority: Attornev-In-Fact

[Acknowledgments are on following page.]

State/Fed/Fee

#### Acknowledgment in a Representative Capacity

STATE OF TEXAS) COUNTY OF MIDLAND) ss) This instrument was acknowledged before me on \_\_\_\_\_

DATE

by Matthew W. Smith as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires:

STATE OF Harris )ss) COUNTY OF

This instrument was acknowledged before me on May 6, 20 m by Kelly Coppins as Attorney M-Fact on behalf of

Chevron U.S.A, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

NARY PUM	ANGELA RASBERRY
A Co	Notary Public, State of Texas
	Comm. Expires 11-04-2022
THE OF THIN	Notary ID 7549094

Signature of Notarial Officer My commission expires:

State/Fed/Fee

#### **EXHIBIT** A

To Communitization Agreement dated May 1<sup>st</sup>, 2021 embracing the E2W2 & W2E2 of Sections 11 & 14, T23S, R33E, NMPM, Lea County, NM.

#### Operator of Communitized Area: EOG Resources, Inc.

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial No.: Description of Land Committed:	NMNM-126493 INSOFAR AND ONLY INSOFAR as <u>Township 23 South, Range 33 East, N</u> Sec. 14: W/2 SE/4 Lea County, New Mexico	
Lease Date:	June 1, 2011	
Lease Term:	10 years	
Royalty Rate:	12.5%	
Number of Acres:	80.00 acres	
Lessor:	United States of America	
Original Lessee:	The Blanco Company	
Present Lessee:	EOG Resources, Inc.	
Name & Percent of WI Owner:	EOG Resources, Inc.	100.00%
Name & Percent of ORRI Owners:	NONE	
	Tract No. 2A	
Lease Serial No.:	NMNM-114985	
Description of Land Committed:	INSOFAR AND ONLY INSOFAR as	said lease covers:
·	Township 23 South, Range 33 East, N	.M.P.M.
	Sec. 11: E/2 W/2 & W/2 E/2	
	Lea County, New Mexico	
Lease Date:	December 1, 2005	
Lease Term:	10 years	
Royalty Rate:	12.5%	
Number of Acres:	320.00 acres	
Lessor:	United States of America	
Original Lessee:	Chalfant Properties Inc.	
Present Lessee:	Chevron U.S.A., Inc.	
Name & Percent of WI Owner:	EOG Resources, Inc.	75.00%
	Chevron U.S.A, Inc.	25.00%
Name & Percent of ORRI Owners:	NONE	

### Tract No. 2B

Lease Serial No.: Description of Land Committed:	NMNM-114985 INSOFAR AND ONLY INSOFAR as said lease covers: <u>Township 23 South, Range 33 East, N.M.P.M.</u> Sec. 14: E/2 SW/4 Lea County, New Mexico
Lease Date:	December 1, 2005
ONLINE version February 2013	State/Fed/Fee

Released to Imaging: 2/7/2022 1:15:49 PM

Lease Term: Royalty Rate: Number of Acres: Lessor: Original Lessee: Present Lessee: Name & Percent of WI Owner: Name & Percent of ORRI Owners:	10 years 12.5% 80.00 acres United States of America Chalfant Properties Inc. Chevron U.S.A., Inc. EOG Resources, Inc. Chevron U.S.A, Inc. Tract No. 3	100.00% 0.04166667
	1100110.5	
Lease Serial No.:	ST NM VB-1862-1	
Description of Land Committed:	INSOFAR AND ONLY INSOFAR as	s said lease covers:
	Township 24 South, Range 33 East, N	<u>.M.P.M.</u>
	Sec. 14: E/2 NW/4, W/2 NE/4	
	Lea County, New Mexico	
Lease Date:	April 20, 2010	
Lease Term:	5 years	
Royalty Rate:	3/16 <sup>th</sup>	
Number of Acres:	160.00 acres	
Lessor:	State of New Mexico	
Original Lessee:	Yates Petroleum Corporation	
Present Lessee:	EOG Resources, Inc.	100 00%
Name & Percent of WI Owner:	EOG Resources, Inc.	100.00% 0.01000000
Name & Percent of ORRI Owners:	EOG Resources, Inc.	0.0100000

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	12.50%
2A	320	50.00%
2B	80.00	12.50%
3	160	25.00%
Total:	640	100.00%

•

From:	Engineer, OCD, EMNRD
To:	Lisa Trascher
Cc:	McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Hawkins, James , EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover,
	James; Paradis, Kyle O; Walls, Christopher; Dawson, Scott
Subject:	Approved Administrative Order CTB-1019
Date:	Monday, February 7, 2022 1:08:51 PM
Attachments:	CTB1019 Order.pdf

NMOCD has issued Administrative Order CTB-1019 which authorizes EOG Resources, Inc. (7377) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
20 025 49920	Driver 14 Federal Com #50211	E/2 W/2, W/2 E/2	11-23S-33E	5150
30-025-48820	Driver 14 Federal Com #503H	E/2 W/2, W/2 E/2	14-23S-33E	5150
20 025 49921	Driver 14 Federal Com #50411	E/2 W/2, W/2 E/2	11-23S-33E	5150
30-025-48821	Driver 14 Federal Com #504H	E/2 W/2, W/2 E/2	14-23S-33E	5150
30-025-48822	Driver 14 Federal Com #50511	E/2 W/2, W/2 E/2	11-23S-33E	5150
30-025-48822	Driver 14 Federal Com #505H	E/2 W/2, W/2 E/2	14-23S-33E	5150
30-025-48823 Driver 14 Federal Com #506H		E/2 E/2	11-23S-33E	5150
30-023-40023	Driver 14 Federal Com #506H	E/2 E/2	14-23S-33E	5150

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

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

### APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY EOG RESOURCES, INC.

#### **ORDER NO. CTB-1019**

#### <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. EOG Resources, 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 identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
- 4. 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.
- 5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
- 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 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 described in Exhibit A.

2. 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.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a

Order No. CTB-1019

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 commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle 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.

- 3. 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.
- 4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 5. 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.
- 6. 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.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 8. 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.

- 9. 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.
- 10. If a well is not included in Exhibit A but produces from a pool or 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 and proposed method to determine the allocation of oil and gas production to it.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. 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).
- 13. 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: 2/07/2022

State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit A**

Order: CTB-1019 Operator: EOG Resources, Inc. (7377) Central Tank Battery: Driver 14 Federal Com Central Tank Battery Central Tank Battery Location: Unit K, Section 14, Township 23 South, Range 33 East Gas Title Transfer Meter Location:

Pools Pool Name Pool Code BELL LAKE; BONE SPRING, NORTH 5150				
	Leases as defined in 19.1	5.12.7(C) NMAC		
	Lease	UL or Q/Q	S-T-R	
	NIMANINA 114005	All minus D E L M	11-23S-33E	
	NMNM 114985	E/2 SW/4	14-23S-33E	
	VB 18620001	NE/4, E/2 NW/4	14-23S-33E	
	NMNM 126493	<b>SE/4</b>	14-23S-33E	
	Wells			
Well API	Wells Well Name	UL or Q/Q	S-T-R	Pool
	Well Name	UL or Q/Q E/2 W/2, W/2 E/2	S-T-R 11-23S-33E	
Well API 30-025-48820				Pool 5150
30-025-48820	Well Name Driver 14 Federal Com #503H	E/2 W/2, W/2 E/2	11-23S-33E	5150
	Well Name	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	11-23S-33E 14-23S-33E	
30-025-48820 30-025-48821	Well Name Driver 14 Federal Com #503H Driver 14 Federal Com #504H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	11-23S-33E 14-23S-33E 11-23S-33E	5150 5150
30-025-48820	Well Name Driver 14 Federal Com #503H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	11-23S-33E 14-23S-33E 11-23S-33E 14-23S-33E	5150
30-025-48820 30-025-48821	Well Name Driver 14 Federal Com #503H Driver 14 Federal Com #504H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	11-23S-33E 14-23S-33E 11-23S-33E 14-23S-33E 11-23S-33E	5150 5150

.

#### State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

Order: CTB-1019 Operator: EOG Resources, Inc. (7377)

## **Pooled Areas**

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	11-23S-33E 14-23S-33E	640	Α
CA Bone Spring BLM	E/2 E/2 E/2 E/2	11-23S-33E 14-23S-33E	320	В

## **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 114985	E/2 W/2, W/2 E/2	11-23S-33E	400 A	•
NIVINVI 114703	E/2 SW/4	14-23S-33E	400	Α
NMNM 126493	W/2 SE/4	14-23S-33E	80	Α
<b>VB 18620001</b>	BCFG	14-23S-33E	160	Α
NMNM 114985	E/2 E/2	11-23S-33E	160	B
NMNM 126493	E/2 SE/4	14-23S-33E	80	B
<b>VB 18620001</b>	E/2 NE/4	14-23S-33E	80	B

.

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

Page 48 of 48 CONDITIONS

Action 41109

Condition Date

2/7/2022

CONDITIONS

Operator:	OGRID:
EOG RESOURCES INC	7377
P.O. Box 2267	Action Number:
Midland, TX 79702	41109
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS	
Created By	Condition
dmcclure	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.