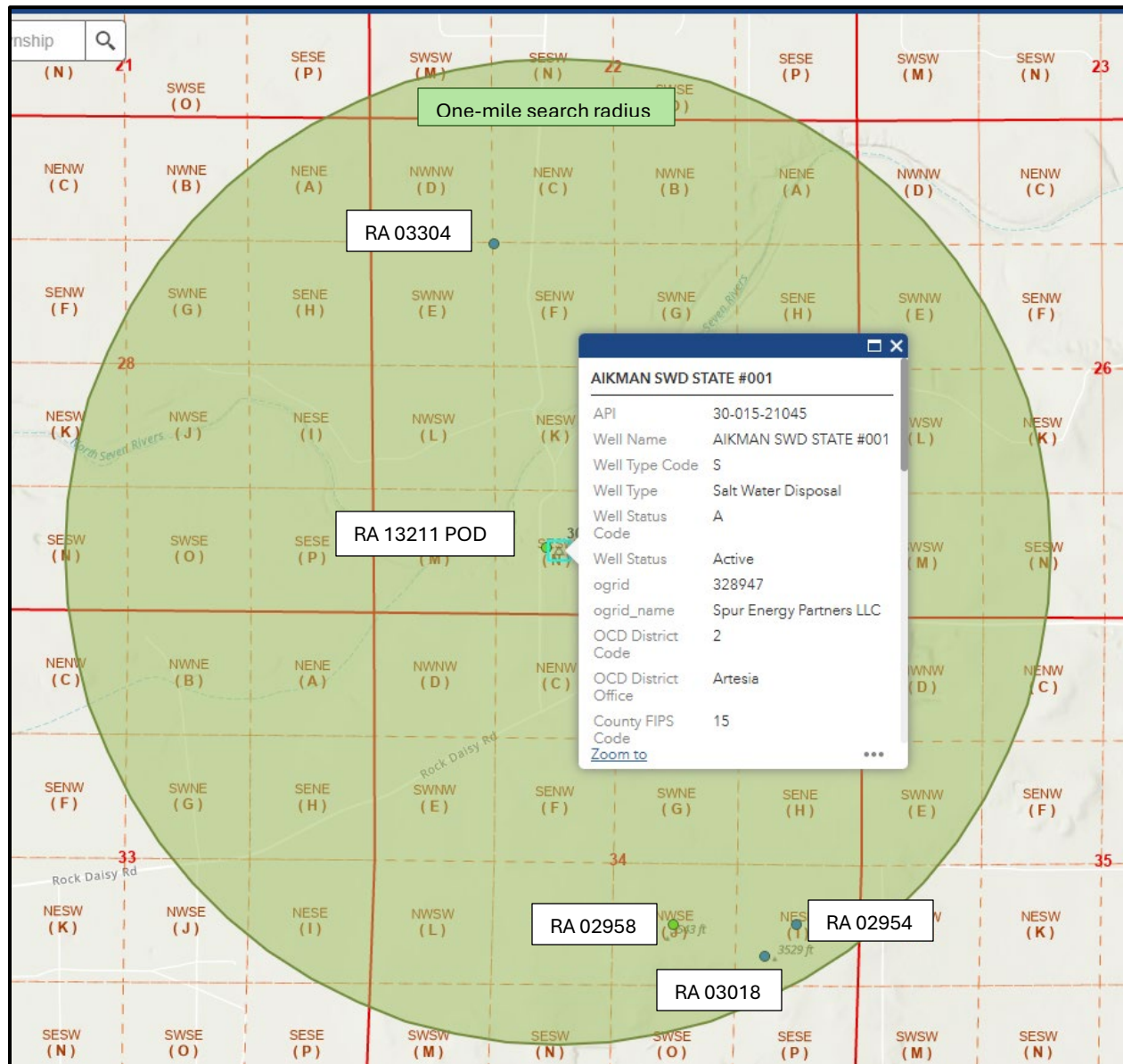


C-108 Application for Aikman SWD State No. 1(Assigned SWD-2516)
OCD Review of NM OSE WATERS Database



RA 13211 POD 1: approved POD but no well completed.

RA 02958: Prospecting permit application; no well completed.

RA 03018: No well identified at OSE location based on satellite imagery.

RA 02954: Possible well in past; location now abandoned and no indications of well at OSE location based on satellite imagery.

RA 03044: No well identified at OSE location based on satellite imagery.

File No. **RA-13211****NEW MEXICO OFFICE OF THE STATE ENGINEER****WR-07 APPLICATION FOR PERMIT TO DRILL****A WELL WITH NO WATER RIGHT**

(check applicable box):

For fees, see State Engineer website: <http://www.ose.state.nm.us/>

Purpose:	<input type="checkbox"/> Pollution Control And/Or Recovery	<input type="checkbox"/> Ground Source Heat Pump
<input type="checkbox"/> Exploratory Well (Pump test)	<input type="checkbox"/> Construction Site/Public Works Dewatering	<input checked="" type="checkbox"/> Other(Describe): Groundwater Determination
<input type="checkbox"/> Monitoring Well	<input type="checkbox"/> Mine Dewatering	

A separate permit will be required to apply water to beneficial use regardless if use is consumptive or nonconsumptive.

<input type="checkbox"/> Temporary Request - Requested Start Date:	Requested End Date:
--	---------------------

Plugging Plan of Operations Submitted? ☒ Yes ☐ No

1. APPLICANT(S)

Name: Spur Energy Partners LLC	Name:
Contact or Agent: check here if Agent <input type="checkbox"/>	Contact or Agent: check here if Agent <input type="checkbox"/>
Braidy Moulder	
Mailing Address: 919 Milam St Ste 2475	Mailing Address:
City: Houston	City:
State: TX Zip Code: 77002	State: Zip Code:
Phone: 713-264-2517 <input checked="" type="checkbox"/> Home <input type="checkbox"/> Cell	Phone: <input type="checkbox"/> Home <input type="checkbox"/> Cell
Phone (Work):	Phone (Work):
E-mail (optional): bmoulder@spurenergy.com	E-mail (optional):

OSE DTI JUL 6 2022 PM3:29

FOR OSE INTERNAL USE

Application for Permit, Form WR-07, Rev 11/17/16

File No.: RA-13211-P001	Trn. No.: 729270	Receipt No.: 244783
Trans Description (optional): CTW-15		
Sub-Basin: RA	PCW/LOG Due Date: 07-11-2023	

Page 1 of 3

2. WELL(S) Describe the well(s) applicable to this application.

Location Required: Coordinate location must be reported in NM State Plane (NAD 83), UTM (NAD 83), <u>or</u> Latitude/Longitude (Lat/Long - WGS84). District II (Roswell) and District VII (Cimarron) customers, provide a PLSS location in addition to above.			
<input type="checkbox"/> NM State Plane (NAD83) (Feet) <input type="checkbox"/> NM West Zone <input type="checkbox"/> NM East Zone <input type="checkbox"/> NM Central Zone		<input type="checkbox"/> UTM (NAD83) (Meters) <input type="checkbox"/> Zone 12N <input type="checkbox"/> Zone 13N	
<input checked="" type="checkbox"/> Lat/Long (WGS84) (to the nearest 1/10 th of second)			
Well Number (if known):	X or Easting or Longitude:	Y or Northing or Latitude:	Provide if known: -Public Land Survey System (PLSS) (Quarters or Halves, Section, Township, Range) OR - Hydrographic Survey Map & Tract; OR - Lot, Block & Subdivision; OR - Land Grant Name
RA-13211-POD1(TW-1)	104°28'29.71"W	32°37'34.53"N	NW SE SW Sec.27 XX T19S R25E, NMPM
NOTE: If more well locations need to be described, complete form WR-08 (Attachment 1 – POD Descriptions) Additional well descriptions are attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how many _____			
Other description relating well to common landmarks, streets, or other: Aikman SWD St #1			
Well is on land owned by: State of New Mexico			
Well Information: NOTE: If more than one (1) well needs to be described, provide attachment. Attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how many _____			
Approximate depth of well (feet): 101		Outside diameter of well casing (inches): 2.375	
Driller Name: Jackie D. Atkins		Driller License Number: 1249	

3. ADDITIONAL STATEMENTS OR EXPLANATIONS

A Soil Boring to determine depth up to 110 feet. Temporary PVC well material will be placed to total depth and secured at surface. Temporary well will be in place for minimum of 72 hours. If ground water is encountered the boring will be plugged immediately using augers as tremie to land a slurry of Portland TYPE I/II Neat cement less than 6.0 gallons of water per 94 lb. sack. If no water is encountered then drill cuttings will be used to (10) ten feet of land surface and plugged using hydrated bentonite.

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FOR OSE INTERNAL USE

Application for Permit, Form WR-07

File No.: RA-13211-POD1 (TW-1)

Trm No.: 729270

Page 2 of 3

4. SPECIFIC REQUIREMENTS: The applicant must include the following, as applicable to each well type. Please check the appropriate boxes, to indicate the information has been included and/or attached to this application:

Exploratory: <input type="checkbox"/> Include a description of any proposed pump test, if applicable.	Pollution Control and/or Recovery: <input type="checkbox"/> Include a plan for pollution control/recovery, that includes the following: <input type="checkbox"/> A description of the need for the pollution control or recovery operation. <input type="checkbox"/> The estimated maximum period of time for completion of the operation. <input type="checkbox"/> The annual diversion amount. <input type="checkbox"/> The annual consumptive use amount. <input type="checkbox"/> The maximum amount of water to be diverted and injected for the duration of the operation. <input type="checkbox"/> The method and place of discharge.	Construction De-Watering: <input type="checkbox"/> Include a description of the proposed dewatering operation, <input type="checkbox"/> The estimated duration of the operation, <input type="checkbox"/> The maximum amount of water to be diverted, <input type="checkbox"/> A description of the need for the dewatering operation, and, <input type="checkbox"/> A description of how the diverted water will be disposed of.	Mine De-Watering: <input type="checkbox"/> Include a plan for pollution control/recovery, that includes the following: <input type="checkbox"/> A description of the need for mine dewatering. <input type="checkbox"/> The estimated maximum period of time for completion of the operation. <input type="checkbox"/> The source(s) of the water to be diverted. <input type="checkbox"/> The geohydrologic characteristics of the aquifer(s). <input type="checkbox"/> The maximum amount of water to be diverted per annum. <input type="checkbox"/> The maximum amount of water to be diverted for the duration of the operation. <input type="checkbox"/> The quality of the water.
Monitoring: <input type="checkbox"/> Include the reason for the monitoring well, and, <input type="checkbox"/> The duration of the planned monitoring.	<input type="checkbox"/> The method of measurement of water produced and discharged. <input type="checkbox"/> The source of water to be injected. <input type="checkbox"/> The method of measurement of water injected. <input type="checkbox"/> The characteristics of the aquifer. <input type="checkbox"/> The method of determining the resulting annual consumptive use of water and depletion from any related stream system. <input type="checkbox"/> Proof of any permit required from the New Mexico Environment Department. <input type="checkbox"/> An access agreement if the applicant is not the owner of the land on which the pollution plume control or recovery well is to be located.	Ground Source Heat Pump: <input type="checkbox"/> Include a description of the geothermal heat exchange project, <input type="checkbox"/> The number of boreholes for the completed project and required depths. <input type="checkbox"/> The time frame for constructing the geothermal heat exchange project, and, <input type="checkbox"/> The duration of the project. <input type="checkbox"/> Preliminary surveys, design data, and additional information shall be included to provide all essential facts relating to the request.	<input type="checkbox"/> The method of measurement of water diverted. <input type="checkbox"/> The recharge of water to the aquifer. <input type="checkbox"/> Description of the estimated area of hydrologic effect of the project. <input type="checkbox"/> The method and place of discharge. <input type="checkbox"/> An estimation of the effects on surface water rights and underground water rights from the mine dewatering project. <input type="checkbox"/> A description of the methods employed to estimate effects on surface water rights and underground water rights. <input type="checkbox"/> Information on existing wells, rivers, springs, and wetlands within the area of hydrologic effect.

ACKNOWLEDGEMENT

I, We (name of applicant(s)), Braidy Moulder (Spur Energy Partners LLC)

Print Name(s)

affirm that the foregoing statements are true to the best of (my, our) knowledge and belief.

Chad Hensley

Chad Hensley (Jul 6, 2022 10:53 MDT)

Applicant Signature

Applicant Signature

ACTION OF THE STATE ENGINEER

This application is:

☒ approved ☐ partially approved ☐ denied

provided it is not exercised to the detriment of any others having existing rights, and is not contrary to the conservation of water in New Mexico nor detrimental to the public welfare and further subject to the attached conditions of approval.

Witness my hand and seal this 11th day of July, 20 22, for the State Engineer,

Mike Hannan, P.E., State Engineer

By: K. Parekh
Signature

Print

Title: Water Resource Manager I
Print

FOR OSE INTERNAL USE

Application for Permit, Form WR-07

File No.: RA-13211-PODI(TW-1)

Trm No.: 729270

Page 3 of 3

**NEW MEXICO STATE ENGINEER OFFICE
PERMIT TO EXPLORE**

SPECIFIC CONDITIONS OF APPROVAL

- 17-16 Construction of a water well by anyone without a valid New Mexico Well Driller License is illegal, and the landowner shall bear the cost of plugging the well by a licensed New Mexico well driller. This does not apply to driven wells, the casing of which does not exceed two and three-eighths inches outside diameter.
- 17-1A Depth of the well shall not exceed the thickness of the valley fill.
- 17-4 No water shall be appropriated and beneficially used under this permit.
- 17-6 The well authorized by this permit shall be plugged completely using the following method per Rules and Regulations Governing Well Driller Licensing, Construction, Repair and Plugging of Wells; Subsection C of 19.27.4.30 NMAC unless an alternative plugging method is proposed by the well owner and approved by the State Engineer upon completion of the permitted use. All pumping appurtenance shall be removed from the well prior to plugging. To plug a well, the entire well shall be filled from the bottom upwards to ground surface using a tremie pipe. The bottom of the tremie shall remain submerged in the sealant throughout the entire sealing process; other placement methods may be acceptable and approved by the state engineer. The well shall be plugged with an office of the state engineer approved sealant for use in the plugging of non-artesian wells. The well driller shall cut the casing off at least four (4) feet below ground surface and fill the open hole with at least two vertical feet of approved sealant. The driller must fill or cover any open annulus with sealant. Once the sealant has cured, the well driller or well owner may cover the seal with soil. A Plugging Report for said well shall be filed with the Office of the State Engineer in a District Office within 30 days of completion of the plugging.

Trn Desc: RA 13211 POD1

File Number: RA 13211

Trn Number: 729270

page: 1

**NEW MEXICO STATE ENGINEER OFFICE
PERMIT TO EXPLORE**

SPECIFIC CONDITIONS OF APPROVAL (Continued)

- 17-7 The Permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.
- 17-B The well shall be drilled by a driller licensed in the State of New Mexico in accordance with 72-12-12 NMSA 1978. A licensed driller shall not be required for the construction of a well driven without the use of a drill rig, provided that the casing shall not exceed two and three-eighths (2 3/8) inches outside diameter.
- 17-C The well driller must file the well record with the State Engineer and the applicant within 30 days after the well is drilled or driven. It is the well owner's responsibility to ensure that the well driller files the well record.
The well driller may obtain the well record form from any District Office or the Office of the State Engineer website.
- 17-C2 No water shall be diverted from this well except for testing purposes which shall not exceed ten (10) cumulative days, and well shall be plugged or capped on or before , unless a permit to use water from this well is acquired from the Office of the State Engineer.
- 17-G If artesian water is encountered, the well driller shall comply with all rules and regulations pertaining to the drilling and casing of artesian wells.
- 17-P The well shall be constructed, maintained, and operated to prevent inter-aquifer exchange of water and to prevent loss of hydraulic head between hydrogeologic zones.

Trn Desc: RA 13211 POD1

File Number: RA 13211

Trn Number: 729270

**NEW MEXICO STATE ENGINEER OFFICE
PERMIT TO EXPLORE**

SPECIFIC CONDITIONS OF APPROVAL (Continued)

- 17-Q The State Engineer retains jurisdiction over this permit.
- 17-R Pursuant to section 72-8-1 NMSA 1978, the permittee shall allow the State Engineer and OSE representatives entry upon private property for the performance of their respective duties, including access to the ditch or acequia to measure flow and also to the well for meter reading and water level measurement.
- LOG The Point of Diversion RA 13211 POD1 must be completed and the Well Log filed on or before 07/11/2023.

ACTION OF STATE ENGINEER

Notice of Intention Rcvd:	Date Rcvd. Corrected:
Formal Application Rcvd: 07/11/2022	Pub. of Notice Ordered:
Date Returned - Correction:	Affidavit of Pub. Filed:

This application is approved provided it is not exercised to the detriment of any others having existing rights, and is not contrary to the conservation of water in New Mexico nor detrimental to the public welfare of the state; and further subject to the specific conditions listed previously.

Witness my hand and seal this 11 day of Jul A.D., 2022

Mike A. Hamman, P.E., State Engineer

By: K. Parekh
KASHYAP PAREKH

Trn Desc: RA 13211 POD1

File Number: RA 13211
Trn Number: 729270

Oil & Gas Lease

THIS AGREEMENT made this 4th day of December 2019, between Jean Claude Christian Parino, dealing with his sole and separate property, with an address of 35800 Canada Circle, Cathedral City, California 92234, herein called lessor (whether one or more) and SEP Permian LLC, a Delaware limited liability company, with an address of 920 Memorial City Way, Suite 1000, Houston, Texas 77024, lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil, gas and associated hydrocarbons, conducting seismic operations, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said oil, gas and associated hydrocarbons, the following described land in Eddy County, New Mexico, to-wit:

**TOWNSHIP 19 SOUTH - RANGE 25 EAST, N.M.P.M.
Section 23: E/2SE/4**

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Said land is estimated to comprise 80.84 acres, whether it actually comprises more or less, sometimes hereinafter referred to as "leased premises". This lease covers and includes any interest which lessor may own in any streets, alleys, highways, railroads, canals, rivers or any contiguous, adjacent or adjoining land to the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called primary term) and as long thereafter as oil, gas or associated hydrocarbons is produced from said land or from land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, 1/4th of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected, or from time to time, at the option of lessee, lessee may sell the oil produced and saved from said land and pay lessor 1/4th of the net amount received by lessee, computed at the wellhead; (b) on gas, including casinghead gas or other gaseous substances produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 1/4th of the gas used, provided that on gas sold on or off the premises, the royalties shall be 1/4th of the net amount received by lessee from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut-in, either before or after production therefrom, then on or before 90 days after said well is shut-in, and thereafter at annual intervals, lessee, or its designee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party, or its designee making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 30 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The net amount received by lessee from the sale of oil, gas or associated hydrocarbons on or off the leased premises shall be the Price established by the sales contract entered into in good faith by lessee and purchaser for such term and under such conditions as are customary in the industry. "price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments, including, but not limited to any costs associated with treating, processing, separating, metering, transporting, compressing, and all other costs and expenses associated with handling the oil and/or gas between the wellhead and point of sale.

4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions or Paragraph 3 hereof.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil, gas and associated hydrocarbons. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file written unit designations in the county in which the leased premises are located, and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled oil, gas or associated hydrocarbons from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled oil, gas or associated hydrocarbons from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If at the expiration of the primary term there is no well upon said land capable of producing oil, gas or associated hydrocarbons, but lessee has

SEP PERMIAN LLC
CHRISTINE M KOPASZ
920 MEMORIAL CITY WAY STE 1000
HOUSTON, TX 77024

Reception: 1917053 Book: 1131 Page: 0788 Pages: 4
Recorded: 12/23/2019 10:18 AM Fee: \$25.00
Eddy County, New Mexico - Robin Van Natta, County Clerk



AB

commenced operations for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than 90 consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas or associated hydrocarbons, so long thereafter as oil, gas or associated hydrocarbons is produced from said land. If, after the expiration of the primary term all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within 90 days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production of oil, gas or associated hydrocarbons, then this lease shall remain in full force so long thereafter as oil, gas or associated hydrocarbons is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipelines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200ft.) of any residence or barn now on said land without lessor's consent.

8. Whenever used in this lease the "operations" shall mean any of the following: construction activities in preparation for and/or actual drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or associated hydrocarbons, whether or not in paying quantities.

9. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee; and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate or the executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall properly comply or make such payments.

10. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of lessee's rights under the warranty, if this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.


12. Lessee, its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Jean Claude Christian Parino, dealing with his sole and separate property

OSE DTI JUL 6 2022 PM3:29

By: _____



ACKNOWLEDGMENT

STATE OF **CALIFORNIA**

COUNTY OF **RIVERSIDE**

The foregoing instrument was acknowledged before me this _____ day of December 2019 by Jean Claude Christian Parino, dealing with his sole and separate property.

Notary Public

Notary Seal:

See attachment

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**WELLS
FARGO****All-purpose Acknowledgment California only**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

RiversideOn 12/04/2019 before me, Adriana Benjume Garcia notary public (here insert name and title of the officer),

personally appeared

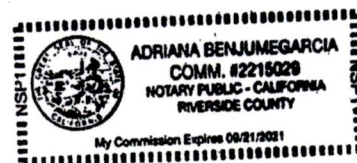
Jean Claude Parino

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand
and official seal.

Signature

AB

Notary Seal

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For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Oil and Gas lease

Document Date

12/04/2019

Number of Pages

3

Signer(s) Other Than Named Above









DATE_BASIN-XXXXXXWR-07-forsign

Final Audit Report

2022-07-06

Created:	2022-07-05
By:	Lucas Middleton (lucas@atkinseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2KbFV40VDfNSucUZ5oZ9bg_tqlqHymSq

"DATE_BASIN-XXXXXXWR-07-forsign" History

-  Document created by Lucas Middleton (lucas@atkinseng.com)
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-  Document emailed to bmoulder@spurenergy.com for signature
2022-07-05 - 5:03:52 PM GMT
-  Email viewed by bmoulder@spurenergy.com
2022-07-05 - 6:18:15 PM GMT- IP address: 172.225.15.0
-  Email viewed by bmoulder@spurenergy.com
2022-07-06 - 4:25:28 PM GMT- IP address: 104.28.97.29
-  Document e-signed by Chad Hensley (bmoulder@spurenergy.com)
Signature Date: 2022-07-06 - 4:53:32 PM GMT - Time Source: server- IP address: 174.137.66.121
-  Agreement completed.
2022-07-06 - 4:53:32 PM GMT

OSE DTI JUL 6 2022 PM3:23



Adobe Acrobat Sign







DATE_BASIN-XXXXXWR-07-forsign

Final Audit Report

2022-07-06

Created:	2022-07-05
By:	Lucas Middleton (lucas@atkinseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2KbFV40VDfNSucUZ5oZ9bg_tqlqHymSq

"DATE_BASIN-XXXXXWR-07-forsign" History

-  Document created by Lucas Middleton (lucas@atkinseng.com)
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-  Document emailed to bmoulder@spurenergy.com for signature
2022-07-05 - 5:03:52 PM GMT
-  Email viewed by bmoulder@spurenergy.com
2022-07-05 - 6:18:15 PM GMT- IP address: 172.225.15.0
-  Email viewed by bmoulder@spurenergy.com
2022-07-06 - 4:25:28 PM GMT- IP address: 104.28.97.29
-  Document e-signed by Chad Hensley (bmoulder@spurenergy.com)
Signature Date: 2022-07-06 - 4:53:32 PM GMT - Time Source: server- IP address: 174.137.66.121
-  Agreement completed.
2022-07-06 - 4:53:32 PM GMT

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**Adobe Acrobat Sign**

DATE_BASIN-XXXXXXWR-07-forsign

Final Audit Report

2022-07-06

Created:	2022-07-05
By:	Lucas Middleton (lucas@atkinseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2KbFV40VDfNSucUZ5oZ9bg_tqlqHymSq

"DATE_BASIN-XXXXXXWR-07-forsign" History



Document created by Lucas Middleton (lucas@atkinseng.com)

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Document emailed to bmoulder@spurenergy.com for signature

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Document e-signed by Chad Hensley (bmoulder@spurenergy.com)

Signature Date: 2022-07-06 - 4:53:32 PM GMT - Time Source: server- IP address: 174.137.66.121



Agreement completed.

2022-07-06 - 4:53:32 PM GMT

OSE DTJ JUL 6 2022 PM3:30



Adobe Acrobat Sign



2904 W 2nd St.
Roswell, NM 88201
voice: 575.624.2420
fax: 575.624.2421
www.atkinseng.com

07/05/2022

DII-NMOSE
1900 W 2nd Street
Roswell, NM 88201

Hand Delivered to the DII Office of the State Engineer

Re: Application to Drill a Well with No Water Right for Groundwater Determination

To whom it may concern:

Atkins Engineering Associates, Inc. (AEA) has been contracted to install one (1) Soil boring/temporary monitoring well at 32°37'34.53"N 104°28'29.71"W at Aikman SWD St #1 in Eddy County, NM.

Please find, in triplicate, an *Application to Drill a Well with No Water Right and Plugging Plan of Operation*

A check is attached for \$5.00 to process the application.

If you, have any questions, please contact me at 575.499.9244 or lucas@atkinseng.com.

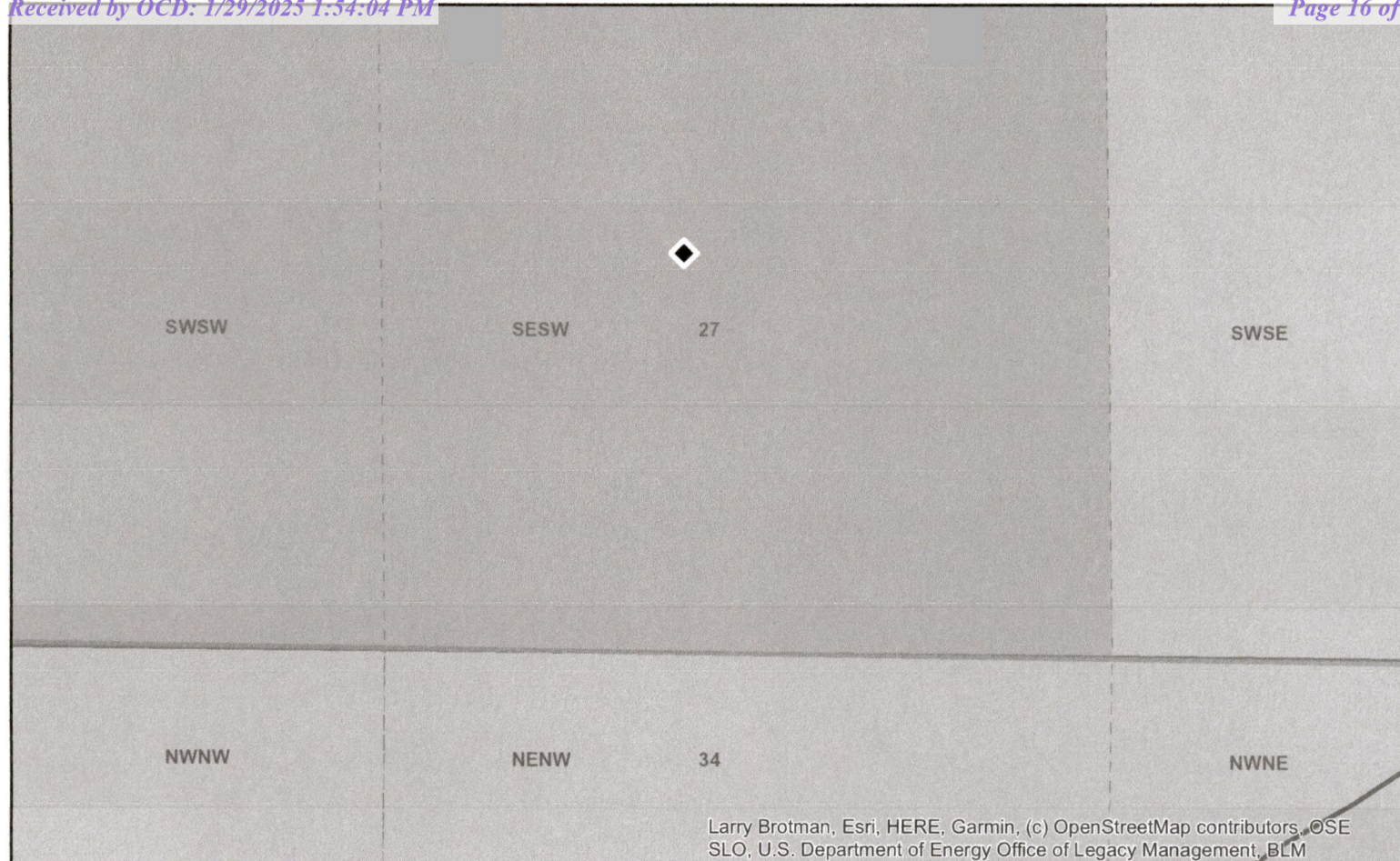
Sincerely,

A handwritten signature in black ink that reads "Lucas Middleton". The signature is written in a cursive, flowing style.

Lucas Middleton
lucas@atkinseng.com

Enclosures: As noted above.

OSE DTT JUL 6 2022 PM3:23

**Coordinates****UTM - NAD 83 (m) - Zone 13**

Easting 549257.767

Northing 3609976.248

State Plane - NAD 83 (f) - Zone E

Easting 497751.295

Northing 591590.695

Degrees Minutes Seconds

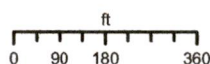
Latitude 32 : 37 : 34.530000

Longitude -104 : 28 : 29.710000

Location pulled from Coordinate Search

**NEW MEXICO OFFICE
OF THE
STATE ENGINEER**

1:4,514



N

MA

7/11/2022



Reasonable efforts have been made by the New Mexico Office of the State Engineer (OSE) to verify that these maps accurately interpret the source data used in their preparation; however, a degree of error is inherent in all maps, and these maps may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. These maps are distributed "as is" without warranty of any kind.

Spatial Information**County: Eddy****Groundwater Basin: Roswell****Abstract Area: Roswell Artesian****Land Grant:
Not in Land Grant****Restrictions:****PLSS Description****SENWSESW Qtr of Sec 27 of 019S 025E**

Derived from CADNSDI- Qtr Sec. locations are calculated and are only approximations

Parcel Information**UPC/DocNum: 4148113131462****Parcel Owner: State Of New Mexico****Address: Lakewood (Village) null null****Legal:** Quarter: Sw S: 27 T: 19S R: 25E S2Sw Map# 140-27.2 Loc Lakewood Exempt**POD Information****Owner: SPUR ENERGY PARTNERS****File Number:****POD Status: NoData****Permit Status: NoData****Permit Use: NoData****Purpose: MONITORING**Coord Search
Location

Counties



Sections

**Water Right
Regulations**

Closure Area



Both Estates

Lincoln County
Parcels 2021

Site Boundaries



PLSS Township



PLSS First Div...



PLSS Second...

Mike A. Hamman, P.E.
State Engineer



Roswell Office
1900 WEST SECOND STREET
ROSWELL, NM 88201

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER**

Trn Nbr: 729270
File Nbr: RA 13211

Jul. 11, 2022

BRAIDY MOULDER
SPUR ENERGY PARTNERS
919 MILAM ST STE 2475
HOUSTON, TX 77002

Greetings:

Your approved copy of the above numbered permit to drill a well for non-consumptive purposes is enclosed. You must obtain an additional permit if you intend to use the water. It is your responsibility to provide the contracted well driller with a copy of the permit that must be made available during well drilling activities.

Carefully review the attached conditions of approval for all specific permit requirements.

- * If use of this well is temporary in nature and the well will be plugged at the end of the well usage, the OSE must initially approve of the plugging. If plugging approval is not conditioned in this permit, the applicant must submit a Plugging Plan of Operations for approval prior to the well being plugged. The Plugging Record must be properly completed and submitted to the OSE within 30 days of the well plugging.
- * If the final intended purpose and condition requires a well ID tag and meter installation, the applicant must immediately send a completed meter report form to this office.
- * The well record and log must be submitted within 30 days of the completion of the well or if the attempt was a dry hole.
- * This permit expires and will be cancelled if no well is drilled and/or a well log is not received by the date set forth in the conditions of approval.

Appropriate forms can be downloaded from the OSE website www.ose.state.nm.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Maret Amaral".

Maret Amaral
(575) 622-6521

Enclosure

explore

RECEIVED

FEB 25 1953

AM

7 8 9 10 11 12 1 2 3 4 5 6

PM

(This form to be executed in triplicate)

WELL RECORD

Date of Receipt _____ Permit No. RA-2954

Name of permittee, Stanolind Oil & Gas Co.

Street or P.O., Box 66, City and State Hobbs, New Mexico

1. Well location and description: The shallow well is located in 1/4, NE 1/4, SE 1/4 of Section 34, Township 19S, Range 25E; Elevation of top of casing above sea level, _____ feet; diameter of hole, 8-6 inches; total depth, 530 feet; depth to water upon completion, 250 feet; drilling was commenced Sept. 21, 1952, and completed Oct. 3, 1952; name of drilling contractor Abbott Bros. Box 637; Address, Hobbs, New Mexico; Driller's License No. WD-46

2. Principal Water-bearing Strata:

	Depth in Feet		Thickness	Description of Water-bearing Formation
	From	To		
No. 1	155	250	95	River silt & water(no production)
No. 2	500	530	30	Broken Lime and water
No. 3				
No. 4				
No. 5				

3. Casing Record:

	Diameter in inches	Pounds per ft.	Threads per inch	Depth of Casing or Liner		Feet of Casing	Type of Shoe	Perforations	
				Top	Bottom			From	To
	8 5/8	32	8	0	351	351	plain	No	
	7	24	8	0	440	440	plain	No	
Cementing	440' 7" casing 5' into lime cemented by Haliburton 25 bags set 36 hours & drilled out plug.								

4. If above construction replaces old well to be abandoned, give location: 1/4, 1/4, 1/4 of Section _____, Township _____, Range _____; name and address of plugging contractor, _____ date of plugging _____, 19 _____; describe how well was plugged: _____

FILED

OCT 23 1952

OFFICE

ARTESIAN WELL SUPERVISOR

ROSWELL, NEW MEXICO

(This form to be executed in triplicate)

Clyde Roberts
Licensed Well Driller

Licensed Well Driller

Released to Imaging: 1/29/2025 1:54:59 PM

(This form to be executed in triplicate)

PROOF OF COMPLETION OF WORKS

UNDERGROUND WATERS

18

13

RA3018

Date of Receipt7-10-1953Permit No.

1. Name of permitteeErnest C. McConagill

P. O. addressLakewoodCity and StateNew Mex

Permit No. to (appropriate, repair well, change location of well)

in theRoswell artesian Basin(name of underground reservoir, artesian basin, etc.)

2. Description of well: location, SW 1/4, NE 1/4, SE 1/4, of Section 34

Township 19-S, Range 25E; total depth, 530 feet; outside diameter of top casing

(or hole, if uncased) 8 7/8 inches; if artesian, is well equipped with gate valve?; name

and address of driller, Abbot Bros. Livingston N Mex;

Date drilled, , 19.

3. Record of Pumping Test (to be supplied by person or firm making test; Name and address of person making

test, ;

date of test, , 19; depth to water before test, feet, and im-

mediately afterward feet; Length of test, hours; average discharge, G.P.M.;

Specific capacity of well, gal. per min. per ft. of drawdown.

4. Description of pump: Make, 10 ft windmill. 2 in pump;

type, ; if turbine type, give size of column, inches; diameter of

bowls 1 3/4 inches; number of bowls; length of suction pipe, 210 feet; total

length of column, bowls and suction pipe, feet; if centrifugal type, give size of pump

inches; if other type, describe, ;

rated capacity of pump (if known) G.P.M., at rev. per min., from a depth of feet.

5. Description of power plant: make, ;

type, ; rated horsepower (if available) 39 type of drive connection

to pump, ; date of installation of power plant, , 19.

6. Actual discharge of pump, G.P.M., at rev. per min., from a depth of feet;

Date of test, , 19; Name and address of dealer supplying pump and power

plant, ;

STATE ENGINEER-Santa Fe, N. M.
RECEIVED
SEP 15 1953
SEP 9 10 11 12 1 2 3 4 5 6

FILED
AUG 31 1953
ARTESIAN WELL SUPERVISOR
ROSSELL, NEW MEXICO

STATE ENGINEER-Santa Fe, N. M.
RECEIVED
AUG 26 1953
SEP 9 10 11 12 1 2 3 4 5 6

FILED
SEP 21 1953
ARTESIAN WELL SUPERVISOR
ROSSELL, NEW MEXICO

PROOF OF COMPLETION OF WORKS

UNDERGROUND WATERS

7. Permit acreage to be served by well,acres, to receive a total of.....acre feet of water allowed by permit.
8. The distribution system consists of overnight storage reservoir....., andfeet of main canal; (yes or no) give approximate capacity of reservoir or tank (if any).....cubic feet.
9. If above construction replaces an old well to be plugged or abandoned, fill out the following: the well abandoned is located in the..... $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ of Section....., Township....., Range.....; Name of plugging contractor,; Well was plugged in accordance with terms of permit....., 19.....
10. Give date "Well Record" was filed with State Engineer's Office....., 19.....
11. Pump and power plant were installed and works completed 19.....

The undersigned, owner and holder of Permit No....., being first duly sworn upon his oath, states that he has read the foregoing statements and that the same are true to the best of his knowledge and belief.

Ernest M. Gonagill

Subscribed and sworn to before me this.....day of....., 19.....

My commission expires..... Notary Public

Affidavit of State Engineer's Representative

I hereby certify that I have duly inspected the above Works and find them adequate and properly constructed according to the terms and conditions of the permit. Note any exceptions.....

E. S. Minton Jr
Groundwater Supervisor or other representative of State Engineer

Date, 9/1, 1953

(This form to be executed in triplicate)

PROOF OF COMPLETION OF WORKS

UNDERGROUND WATERS

Date of Receipt Sept 10-1953 Permit No. RA3018

1. Name of permittee Ernest McGonagill
P. O. address Lakewood, City and State New Mex

Permit No. _____ to _____
(appropriate, repair well, change location of well)

in the Rawell Artesian Basin
(name of underground reservoir, artesian basin, etc.)

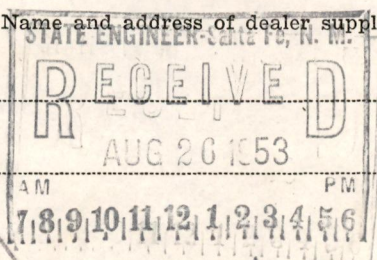
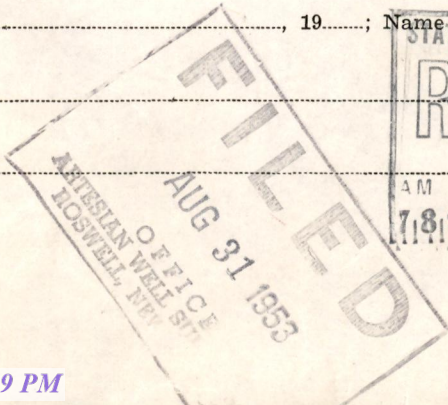
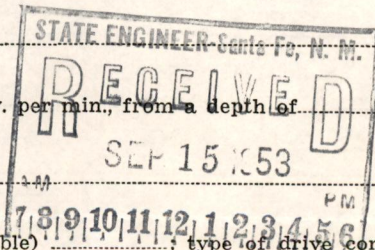
2. Description of well: location, SW 1/4 NE 1/4 SE 1/4 of Section 34
Township 19 S, Range 25 E; total depth, 530 feet; outside diameter of top casing
(or hole, if uncased) 7 inches; if artesian, is well equipped with gate valve? _____; name
and address of driller, Abbot Bros. Lovington N Mex
Date drilled, _____, 19____

3. Record of Pumping Test (to be supplied by person or firm making test; Name and address of person making
test, _____;
date of test, _____, 19____; depth to water before test, _____ feet, and im-
mediately afterward _____ feet; Length of test, _____ hours; average discharge, _____ G.P.M.;
Specific capacity of well, _____ gal. per min. per ft. of drawdown.

4. Description of pump: Make, 10 ft windmill
type, _____; if turbine type, give size of column, _____ inches; diameter of
bowls 1 7/8 inches; number of bowls _____; length of suction pipe, 210 feet; total
length of column, bowls and suction pipe, _____ feet; if centrifugal type, give size of pump _____
inches; if other type, describe, _____
_____;
rated capacity of pump (if known) _____ G.P.M., at _____ rev. per min., from a depth of _____ feet.

5. Description of power plant: make, _____;
type, _____; rated horsepower (if available) _____; type of drive connection
to pump, _____; date of installation of power plant, _____, 19____

6. Actual discharge of pump, _____ G.P.M., at _____ rev. per min., from a depth of _____ feet;
Date of test _____, 19____; Name and address of dealer supplying pump and power
plant, _____



7. Permit acreage to be served by well,acres, to receive a total of 3 acre feet of water allowed by permit.
8. The distribution system consists of overnight storage reservoir....., andfeet of main canal; (yes or no) give approximate capacity of reservoir or tank (if any).....cubic feet.
9. If above construction replaces an old well to be plugged or abandoned, fill out the following: the well abandoned is located in the..... $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ of Section....., Township....., Range.....; Name of plugging contractor,; Well was plugged in accordance with terms of permit....., 19.....
10. Give date "Well Record" was filed with State Engineer's Office, Feb, 1953
11. Pump and power plant were installed and works completed, 19.....

The undersigned, owner and holder of Permit No. 3018, being first duly sworn upon his oath, states that he has read the foregoing statements and that the same are true to the best of his knowledge and belief.

Ernest C. McGonagill

Subscribed and sworn to before me this 24th day of August, 19.....

My commission expires June 18, 1954 Leah J. King
Notary Public

Affidavit of State Engineer's Representative

I hereby certify that I have duly inspected the above Works and find them adequate and properly constructed according to the terms and conditions of the permit. Note any exceptions.....

E. S. Mintow
Groundwater Supervisor or other representative of State Engineer

Date, 9-1, 1953

(This form to be executed in triplicate)

1956 JAN 11 PM 1:56

WELL RECORD

STATE ENGINEER OFFICE
SANTA FE, N. M.

Date of Receipt _____ Permit No. RA-3304

Name of permittee, S. W. Stockton

Street or P. O. _____, City and State Lakewood, N. M.

1. Well location and description: The Shallow well is located in S 1/2 1/4, S 1/2 1/4,
(shallow or artesian)

NW 1/4 of Section 27, Township 19, Range 25; Elevation of top of

casing above sea level, _____ feet; diameter of hole, 8 inches; total depth, 130 feet;

depth to water upon completion, 60 feet; drilling was commenced October 13, 1954,

and completed October 15, 1954; name of drilling contractor Willard Beaty

1102 Merchant; Address, Artesia, N. M.; Driller's License No. WD-62

2. Principal Water-bearing Strata:

	Depth in Feet		Thickness	Description of Water-bearing Formation
	From	To		
No. 1	<u>90</u>	<u>100</u>	<u>10</u>	<u>Sand & gravel</u>
No. 2	<u>103</u>	<u>118</u>	<u>15</u>	<u>Sand & gravel</u>
No. 3				
No. 4				
No. 5				

3. Casing Record:

Diameter in inches	Pounds per ft.	Threads per inch	Depth of Casing or Liner		Feet of Casing	Type of Shoe	Perforation	
			Top	Bottom			From	To
<u>7.00</u>	<u>17</u>	<u>11</u>	<u>0</u>	<u>130</u>	<u>130</u>	<u>collar</u>	<u>90</u>	<u>118</u>

4. If above construction replaces old well to be abandoned, give location: _____ 1/4, _____ 1/4, _____ 1/4

of Section _____, Township _____, Range _____; name and address of plugging contractor,

date of plugging _____, 19____; describe how well was plugged: _____

FILED
NOV 22 1954
OFFICE
GROUND WATER SUPERVISOR
ROSWELL, NEW MEX.CO

764121

RA-3304

STATE ENGINEER OFFICE
SANTA FE, N.M.
1956 JAN 11 PM 1:26

The undersigned hereby certifies that, to the best of his knowledge and belief, the foregoing is a true and correct record of the above described well.

Instructions

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Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/contact-us>

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

CONDITIONS

Action 426311

CONDITIONS

Operator: NEW MEXICO ENERGY MINERALS & NATURAL RESOURCE 1220 S St Francis Dr Santa Fe , NM 87504	OGRID: 264235
	Action Number: 426311
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created By	Condition	Condition Date
pgoetze	None	1/29/2025