



ConocoPhillips  
2208 West Main Street  
Artesia, New Mexico 88210  
www.conocophillips.com

May 30, 2023

Attn: Dean McClure  
NM Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87505

Re: Application for Administrative Approval  
Off-lease Measurement – Oil Only

Dear Mr. McClure,

COG Production LLC respectfully requests approval for off-lease measurement – Oil only for the following wells:

Queso Federal Com 601H  
API# 30-025-50148  
WC-025 G-09S223332A; Upr Wolfcamp  
Ut. P, Sec.36-T23S-R32E  
Lea County, NM

Queso Federal Com 602H  
API# 30-025-50149  
WC-025 G-09S223332A; Upr Wolfcamp  
Ut. P, Sec.36-T23S-R32E  
Lea County, NM

Queso Federal Com 603H  
API# 30-025-50150  
WC-025 G-09S223332A; Upr Wolfcamp  
Ut. O, Sec.36-T23S-R32E  
Lea County, NM

Queso Federal Com 603H  
API# 30-025-50151  
WC-025 G-09S223332A; Upr Wolfcamp  
Ut. O, Sec.36-T23S-R32E  
Lea County, NM

**Oil Production:**

The oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations.

No notifications were mailed out. ConocoPhillips subsidiaries own 100% of the working interest.

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at [jeanette.barron@conocophillips.com](mailto:jeanette.barron@conocophillips.com) or call 575.748.6974.

Sincerely,

Jeanette Barron

Jeanette Barron  
Regulatory Coordinator

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505



**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW**

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]  
 A. Location – Spacing Unit – Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD
- B. Check one only for [ I ] or [ II ]  
 [ I ] Commingling – Storage – Measurement  
 DHC    CTB    PLC    PC    OLS    OLM  
 [ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
 WFX    PMX    SWD    IPI    EOR    PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.  
 A.  Offset operators or lease holders  
 B.  Royalty, overriding royalty owners, revenue owners  
 C.  Application requires published notice  
 D.  Notification and/or concurrent approval by SLO  
 E.  Notification and/or concurrent approval by BLM  
 F.  Surface owner  
 G.  For all of the above, proof of notification or publication is attached, and/or,  
 H.  No notice required

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

**Note: Statement must be completed by an individual with managerial and/or supervisory capacity.**

\_\_\_\_\_  
 Print or Type Name

05.30.23  
 Date

*Jeanette Barron*  
 Signature

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals 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: COG Production LLC
OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210
APPLICATION TYPE:

Pool Commingling Lease Commingling Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: Fee State Federal

Is this an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No.
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
Yes No

(A) POOL COMMINGLING
Please attach sheets with the following information

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes

(2) Are any wells producing at top allowables? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No.
(4) Measurement type: Metering Other (Specify)
(5) Will commingling decrease the value of production? Yes No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code.
(2) Is all production from same source of supply? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No
(4) Measurement type: Metering Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? Yes No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 05.30.23

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974
E-MAIL ADDRESS: jeanette.barron@conocophillips.com

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) 746-1283 Fax: (575) 746-9720

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) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-025-50148</b>	Pool Code <b>98177</b>	Pool Name <b>WC-025G-09S223332A; Upr Wolfcamp</b>
Property Code <b>332868</b>	Property Name <b>QUESO FEDERAL COM</b>	Well Number <b>601H</b>
OGRID No. <b>217955</b>	Operator Name <b>COG PRODUCTION, LLC</b>	Elevation <b>3650.2'</b>

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	23-S	32-E		1015	SOUTH	1275	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	25	23-S	32-E		50	NORTH	330	EAST	LEA

Dedicated Acres <b>640</b>	Joint or Infill	Consolidation Code	Order No.
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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

NAD 83 NME  
PROPOSED BOTTOM HOLE LOCATION  
Y=467322.1 N  
X=761523.2 E  
LAT.=32.282870° N  
LONG.=103.620841° W

NAD 83 NME  
SURFACE LOCATION  
Y=457865.1 N  
X=760642.0 E  
LAT.=32.256754° N  
LONG.=103.623896° W

**POINT LEGEND**

1	Y=467425.4 N X=761852.8 E
2	Y=464784.7 N X=761874.2 E
3	Y=462144.0 N X=761895.5 E
4	Y=459504.3 N X=761906.6 E
5	Y=456864.4 N X=761923.4 E
6	Y=456834.7 N X=759281.6 E
7	Y=462114.3 N X=759249.9 E
8	Y=467399.2 N X=759208.5 E

**OPERATOR CERTIFICATION**

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Date 05.30.23

Signature \_\_\_\_\_  
*Jeanette Barron*  
Printed Name  
jeanette.barron@conocophillips.com  
E-mail Address

**SURVEYOR CERTIFICATION**

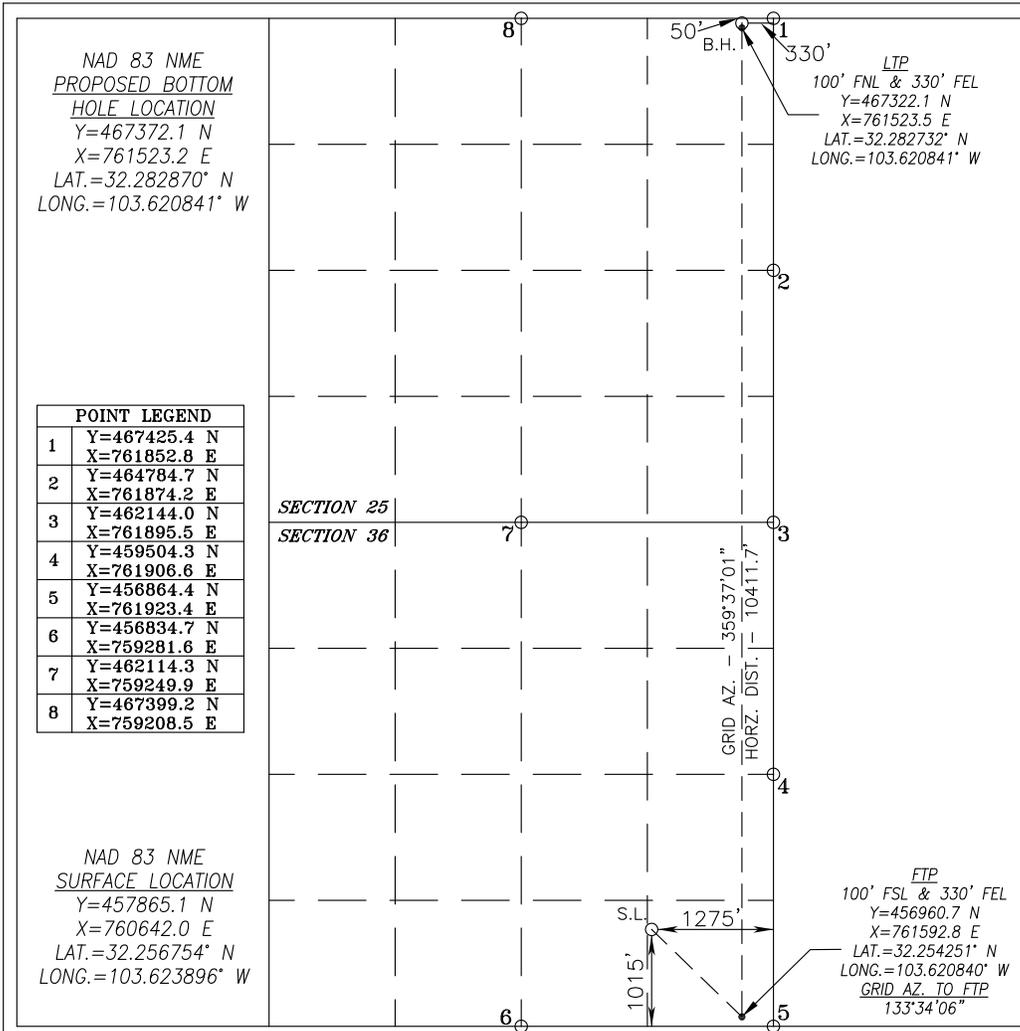
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

Date of Survey  
MAY 25, 2021

Signature & Seal of Professional Surveyor



*Chad Harcrow* 6/8/21  
Certificate No. CHAD HARCROW 17777  
W.O. # 21-544 DRAWN BY: AH



DISTRICT I  
1625 N. FRENCH DR., HOBBES, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II  
611 S. FIRST ST., ARTESIA, NM 88210  
Phone: (575) 746-1283 Fax: (575) 746-9720

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) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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Revised August 1, 2011  
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District Office

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-50149</b>	Pool Code <b>98177</b>	Pool Name <b>WC-025G-09S223332A; Upr Wolfcamp</b>
Property Code <b>332868</b>	Property Name <b>QUESO FEDERAL COM</b>	
OGRID No. <b>217955</b>	Operator Name <b>COG PRODUCTION, LLC</b>	
		Well Number <b>602H</b>
		Elevation <b>3649.9'</b>

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	23-S	32-E		1015	SOUTH	1305	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	25	23-S	32-E		50	NORTH	1000	EAST	LEA

Dedicated Acres <b>640</b>	Joint or Infill	Consolidation Code	Order No.
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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

NAD 83 NME  
PROPOSED BOTTOM HOLE LOCATION  
Y=467365.5 N  
X=760853.2 E  
LAT.=32.282864° N  
LONG.=103.623009° W

LTP  
100' FNL & 1000' FEL  
Y=467315.5 N  
X=760853.6 E  
LAT.=32.282726° N  
LONG.=103.623009° W

NAD 83 NME  
SURFACE LOCATION  
Y=457864.7 N  
X=760612.0 E  
LAT.=32.256754° N  
LONG.=103.623993° W

FTP  
100' FSL & 1000' FEL  
Y=456953.1 N  
X=760922.8 E  
LAT.=32.254242° N  
LONG.=103.623007° W  
GRID AZ. TO FTP  
161°10'22"

**OPERATOR CERTIFICATION**

*I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.*

*Jeanette Barron* **05.30.23**  
Signature Date

Jeanette Barron  
Printed Name  
jeanette.barron@conocophillips.com  
E-mail Address

**SURVEYOR CERTIFICATION**

*I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.*

MAY 25, 2021  
Date of Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow* 6/8/21  
Certificate No. CHAD HARCROW 17777  
W.O. # 21-543 DRAWN BY: AH

POINT LEGEND	
1	Y=467425.4 N X=761852.8 E
2	Y=464784.7 N X=761874.2 E
3	Y=462144.0 N X=761895.5 E
4	Y=459504.3 N X=761906.6 E
5	Y=456864.4 N X=761923.4 E
6	Y=456834.7 N X=759281.6 E
7	Y=462114.3 N X=759249.9 E
8	Y=467399.2 N X=759208.5 E

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DISTRICT IV  
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Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
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Santa Fe, New Mexico 87505

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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-50150</b>	Pool Code <b>98177</b>	Pool Name <b>WC-025G-09S223332A; Upr Wolfcamp</b>
Property Code <b>332868</b>	Property Name <b>QUESO FEDERAL COM</b>	
OGRID No. <b>217955</b>	Operator Name <b>COG PRODUCTION, LLC</b>	Well Number <b>603H</b>
		Elevation <b>3649.4'</b>

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	36	23-S	32-E		1015	SOUTH	1335	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	25	23-S	32-E		50	NORTH	1650	EAST	LEA

Dedicated Acres <b>640</b>	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

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OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

LTP  
100' FNL & 1650' FEL  
Y=467309.0 N  
X=760203.6 E  
LAT.=32.282721° N  
LONG.=103.625113° W

FTP  
100' FSL & 1650' FEL  
Y=456945.8 N  
X=760272.9 E  
LAT.=32.254234° N  
LONG.=103.625110° W  
GRID AZ. TO FTP  
198°36'01"

NAD 83 NME  
PROPOSED BOTTOM HOLE LOCATION  
Y=467359.0 N  
X=760203.3 E  
LAT.=32.282858° N  
LONG.=103.625113° W

NAD 83 NME  
SURFACE LOCATION  
Y=457864.3 N  
X=760582.0 E  
LAT.=32.256753° N  
LONG.=103.624090° W

**OPERATOR CERTIFICATION**

*I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.*

Jeanette Barron 05.30.23  
Signature Date

Jeanette Barron  
Printed Name

jeanette.barron@conocophillips.com  
E-mail Address

---

**SURVEYOR CERTIFICATION**

*I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.*

MAY 25, 2021  
Date of Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 6/8/21  
Certificate No. CHAD HARCROW 17777  
W.O. # 21-542 DRAWN BY: AH

POINT LEGEND	
1	Y=467425.4 N X=761852.8 E
2	Y=464784.7 N X=761874.2 E
3	Y=462144.0 N X=761895.5 E
4	Y=459504.3 N X=761906.6 E
5	Y=456864.4 N X=761923.4 E
6	Y=456834.7 N X=759281.6 E
7	Y=462114.3 N X=759249.9 E
8	Y=467399.2 N X=759208.5 E

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-025-50151</b>	Pool Code <b>98177</b>	Pool Name <b>WC-025G-09S223332A; Upr Wolfcamp</b>
Property Code <b>332868</b>	Property Name <b>QUESO FEDERAL COM</b>	Well Number <b>604H</b>
OGRID No. <b>217955</b>	Operator Name <b>COG PRODUCTION, LLC</b>	Elevation <b>3649.5'</b>

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	36	23-S	32-E		1015	SOUTH	1365	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	25	23-S	32-E		50	NORTH	2310	EAST	LEA

Dedicated Acres <b>640</b>	Joint or Infill	Consolidation Code	Order No.
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**POINT LEGEND**

1	Y=467425.4 N X=761852.8 E
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4	Y=459504.3 N X=761906.6 E
5	Y=456864.4 N X=761923.4 E
6	Y=456834.7 N X=759281.6 E
7	Y=462114.3 N X=759249.9 E
8	Y=467399.2 N X=759208.5 E

**LTP**  
100' FNL & 2310' FEL  
Y=467302.5 N  
X=759543.6 E  
LAT.=32.282715° N  
LONG.=103.627248° W

**FTP**  
100' FSL & 2310' FEL  
Y=456938.4 N  
X=759612.9 E  
LAT.=32.254226° N  
LONG.=103.627245° W  
GRID AZ. TO FTP  
225°24'56"

**PROPOSED BOTTOM HOLE LOCATION**  
Y=467352.5 N  
X=759543.3 E  
LAT.=32.282852° N  
LONG.=103.627248° W

**SURFACE LOCATION**  
Y=457864.0 N  
X=760552.0 E  
LAT.=32.256753° N  
LONG.=103.624187° W

GRID AZ. = 359°37'01"  
HORZ. DIST. = 10414.3'

8' B.H. 50' 2310' 1015' 1365'

**OPERATOR CERTIFICATION**

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*Jeanette Barron* 05.30.23  
Signature Date

Jeanette Barron  
Printed Name  
jeanette.barron@conocophillips.com  
E-mail Address

**SURVEYOR CERTIFICATION**

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 25, 2021  
Date of Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow* 6/8/21  
Certificate No. CHAD HARCROW 17777  
W.O. # 21-541 DRAWN BY: AH



**QUESO FEDERAL 36 J CTB**  
 SECTION 36, T23S, R32E, UNIT J  
 COORDS: 32.257989, -103.624332  
 LEA COUNTY, NM

**WELLS:**  
 QUESO FEDERAL COM #601H: 30-025-50148  
 QUESO FEDERAL COM #602H: 30-025-50149  
 QUESO FEDERAL COM #603H: 30-025-50150  
 QUESO FEDERAL COM #604H: 30-025-50151

**METERS**  
 (O1) Tester #1 Oil Meter # \_\_\_\_\_  
 (G1) Tester #1 Gas Meter # \_\_\_\_\_  
 (W1) Tester #1 Water Meter # \_\_\_\_\_  
 (O2) Tester #2 Oil Meter # \_\_\_\_\_  
 (G2) Tester #2 Gas Meter # \_\_\_\_\_  
 (W2) Tester #2 Water Meter # \_\_\_\_\_  
 (O3) Tester #3 Oil Meter # \_\_\_\_\_  
 (G3) Tester #3 Gas Meter # \_\_\_\_\_  
 (W3) Tester #3 Water Meter # \_\_\_\_\_  
 (O4) Tester #4 Oil Meter # \_\_\_\_\_  
 (G4) Tester #4 Gas Meter # \_\_\_\_\_  
 (W4) Tester #4 Water Meter # \_\_\_\_\_

**METERS**  
 (F1) HP Flare Gas Meter # \_\_\_\_\_  
 (F2) HP Flare Gas Meter # \_\_\_\_\_  
 (F3) LP Flare Gas Meter # \_\_\_\_\_  
 (WT) Water Transfer Meter # \_\_\_\_\_  
 (GS) FMP Gas Sales Meter # \_\_\_\_\_  
 (BB) Gas By Back Meter # \_\_\_\_\_  
 (CM) Check Sales Meter # \_\_\_\_\_  
 (GV) VRU Gas Sales Meter # \_\_\_\_\_  
 (L1) 604H Gas Lift Meter # \_\_\_\_\_  
 (L2) 603H Gas Lift Meter # \_\_\_\_\_  
 (L3) 602H Gas Lift Meter # \_\_\_\_\_  
 (L4) 601H Gas Lift Meter # \_\_\_\_\_

**Production Phase/Sales Phase**  
 Oil Tanks  
 Valve 1,5,8,13,10 open  
 Valve 2,3,4,6,7,9,10,11,12,14,16 Closed  
 Water Tanks  
 Valve 26,27,28,31,32 Open  
 Valve 25,29 closed

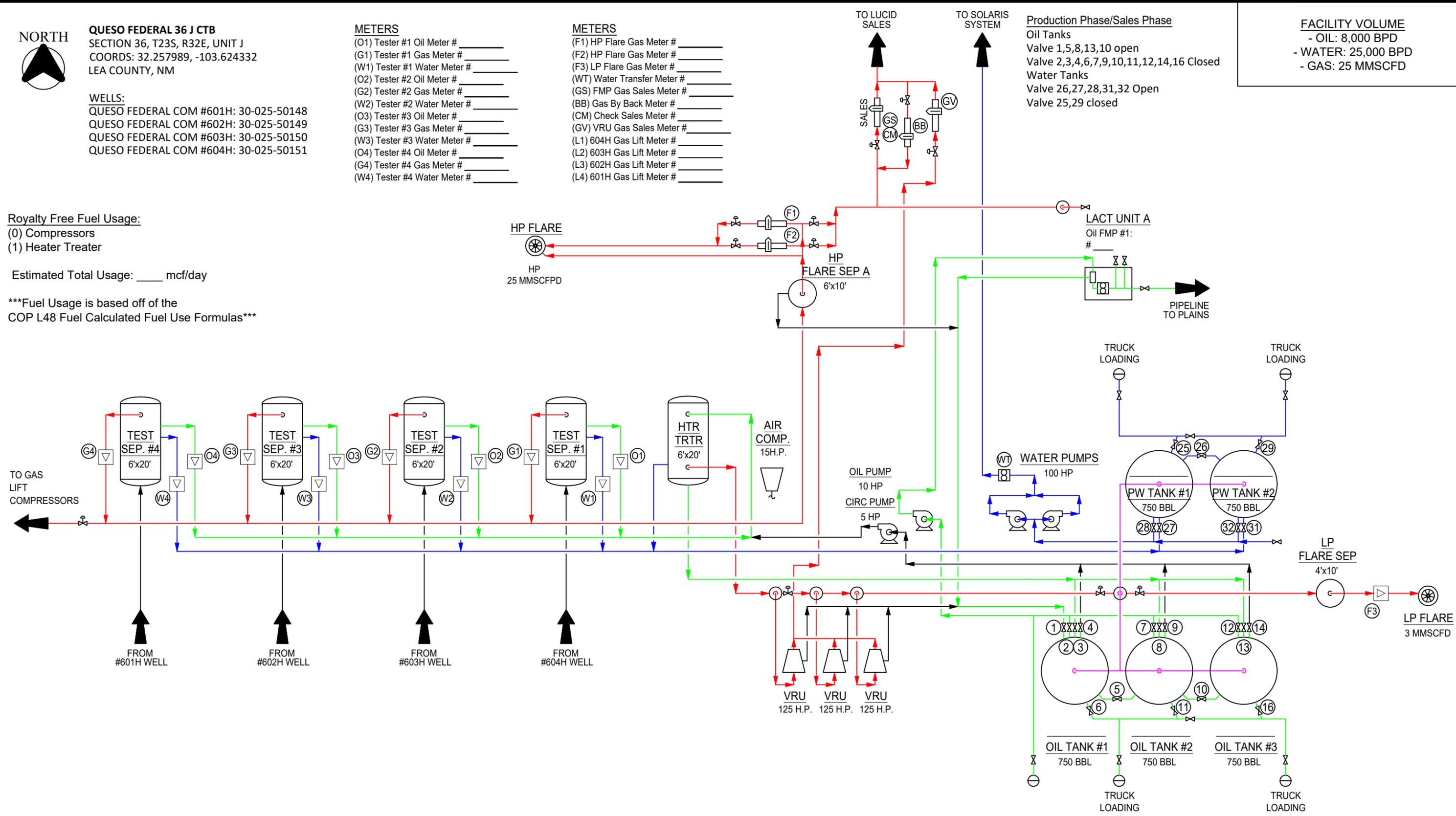
**FACILITY VOLUME**  
 - OIL: 8,000 BPD  
 - WATER: 25,000 BPD  
 - GAS: 25 MMSCFD

**Royalty Free Fuel Usage:**

- (0) Compressors
- (1) Heater Treater

Estimated Total Usage: \_\_\_\_\_ mcf/day

\*\*\*Fuel Usage is based off of the COP L48 Fuel Calculated Fuel Use Formulas\*\*\*



**NOTES:**  
 Type of Facility: Federal  
 LEASE #:  
 CA #:  
 NMOCD Property Code: 332868  
 NMOCD OGRID #: 217955

**Site Diagram Legend**  
 Produced Fluid: \_\_\_\_\_  
 Produced Oil: \_\_\_\_\_  
 Produced Gas: \_\_\_\_\_  
 Produced Water: \_\_\_\_\_  
 Flare/Vent: \_\_\_\_\_

**CONFIDENTIALITY NOTICE**  
 THIS DRAWING IS PROPERTY OF COG PRODUCTION LLC AND IS LENT TO THE BORROWER FOR CONFIDENTIAL USE ONLY AND IS SUBJECT TO RETURN UPON REQUEST AND SHALL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN THAT WHICH IT IS SPECIFICALLY FURNISHED.

REFERENCE DRAWINGS		REVISIONS			ENGINEERING RECORD				
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.	BY	DATE
A			07/11/22	ISSUED FOR PRELIM	JS	CB		DRN:	JS
B			07/13/22	REVISED PER HEATER LOCATION	JS	ES	ES	DES:	
C			02/06/23	REVISED PER VRU HP	JS	RC	RC	CHK:	
D			02/24/23	REVISED PER TESTER WELL NUMBERS	JS	RC	RC	APP:	

COG PRODUCTION LLC  
 ONE CONCHO CENTER  
 600 WEST ILLINOIS AVENUE  
 MIDLAND, TEXAS 79701

REFERENCE DRAWINGS		REVISIONS			ENGINEERING RECORD				
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.	BY	DATE
A			07/11/22	ISSUED FOR PRELIM	JS	CB		DRN:	JS
B			07/13/22	REVISED PER HEATER LOCATION	JS	ES	ES	DES:	
C			02/06/23	REVISED PER VRU HP	JS	RC	RC	CHK:	
D			02/24/23	REVISED PER TESTER WELL NUMBERS	JS	RC	RC	APP:	

COG PRODUCTION LLC  
 ONE CONCHO CENTER  
 600 WEST ILLINOIS AVENUE  
 MIDLAND, TEXAS 79701

**ConocoPhillips**

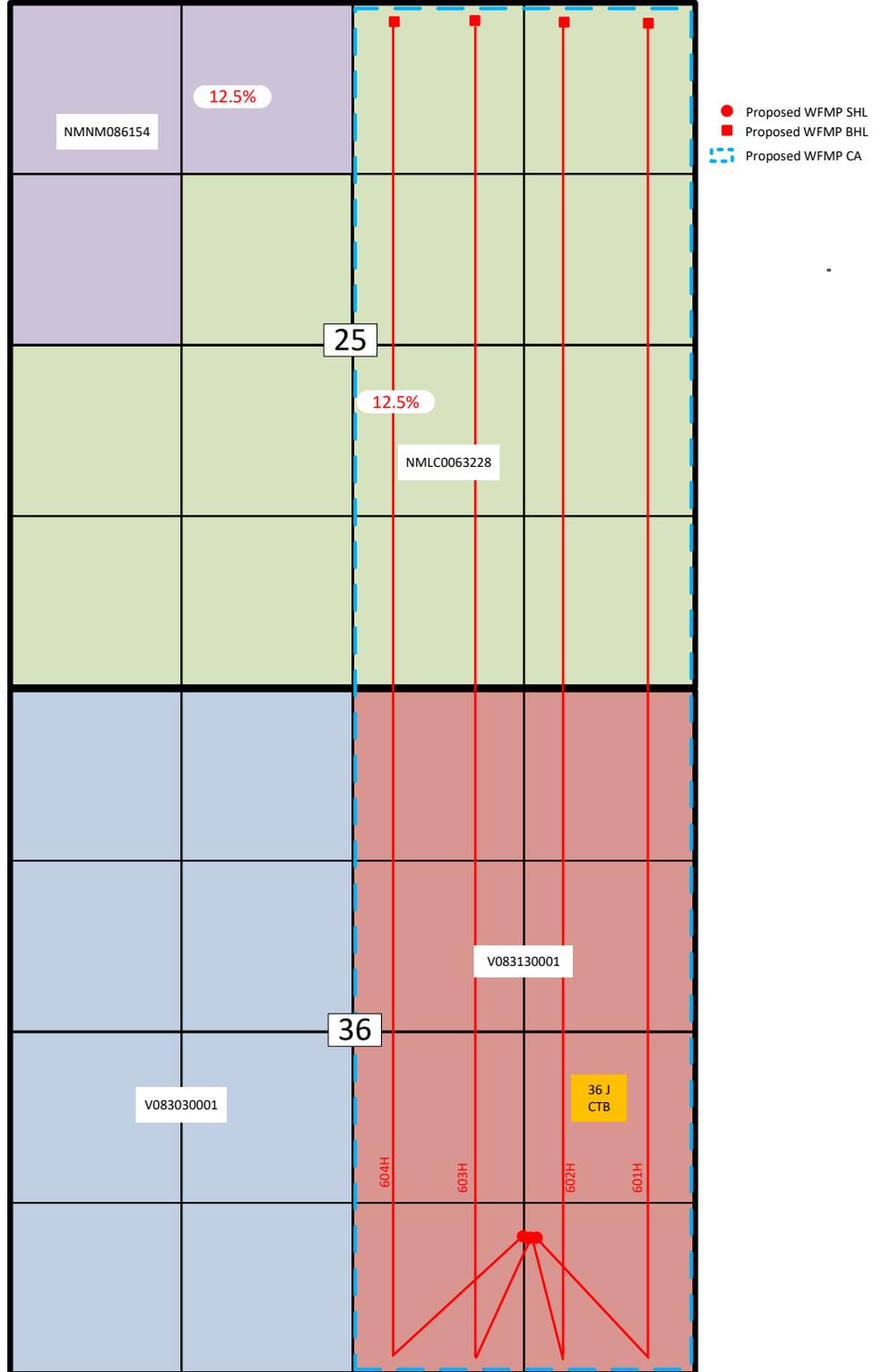
DELAWARE BASIN EAST ASSET  
 PRODUCTION FACILITIES  
 SITE FACILITY DIAGRAM  
 QUESO FEDERAL 36 J CTB

LEA COUNTY  
 TOWNSHIP/RANGE  
 DWG NO.  
 QuesoFed36JCTB

NEW MEXICO  
 REV D

02/03/21 RR  
JB 11.30.22

Queso Fed Lease Map  
Sec 25, 36, T23S, R32E  
COG Production

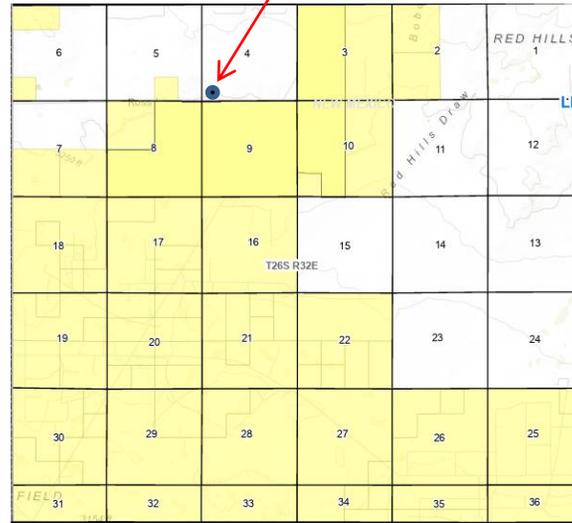


# Queso Federal Com 601H-604H & Red Hills and Jal Offload Station Map

**Queso Fed Com 601H-604H  
Lea County, NM**



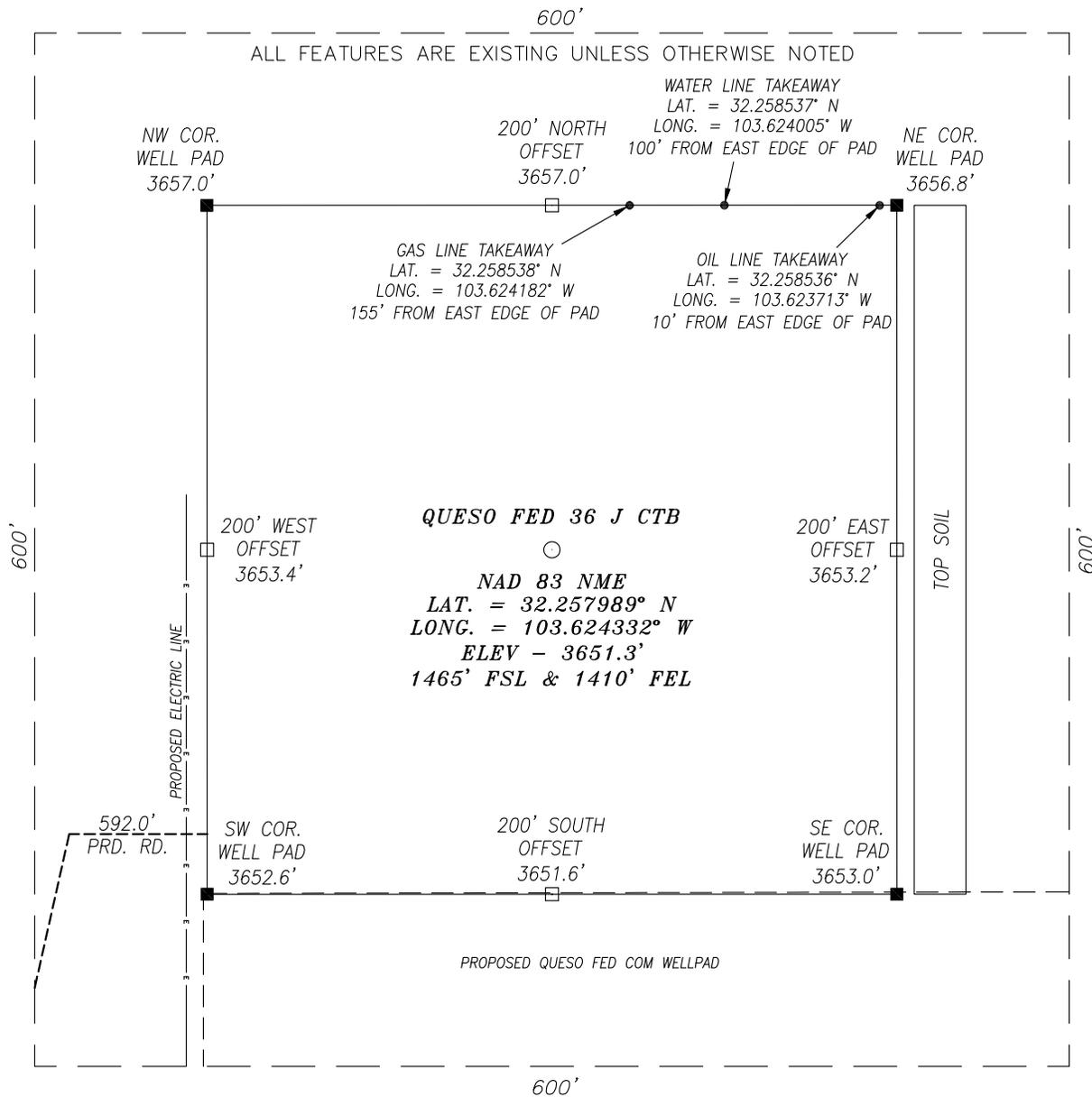
**Red Hills Offload Station  
Lea County, NM**



**Jal Offload Station  
Lea County, NM**



SECTION 36, TOWNSHIP 23 SOUTH, RANGE 32 EAST, N.M.P.M.,  
LEA COUNTY NEW MEXICO



DIRECTIONS TO LOCATION

HEADING EAST ON HIGHWAY 128, TURN LEFT (NORTH) APPROX. 0.9 MILES PAST MM 26. GO NORTHWEST FOR APPROX. 3.6 MILES TO THE PROPOSED ROAD. PROPOSED CTB PAD LIES APPROX. 925 FEET NORTHEAST.

CERTIFICATION

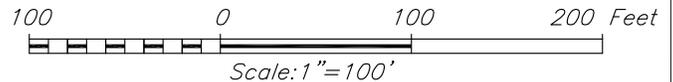
I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



*Chad Harcrow*  
CHAD HARCROW N.M.P.S. NO. 17777

6/8/21  
DATE

HARCROW SURVEYING, LLC  
2316 W. MAIN ST, ARTESIA, N.M. 88210  
PH: (575) 746-2158  
c.harcrow@harcrowsurveying.com



COG PRODUCTION, LLC		
SURVEY DATE: MAY 25, 2021	600S	
DRAFTING DATE: MAY 27, 2021	PAGE: 1 OF 1	
APPROVED BY: CH	DRAWN BY: WN	FILE: 21-545



**Brian C. Dart, CPL**  
Staff Land Negotiator  
600 W. Illinois Ave.  
Midland, TX 79701  
281-647-1822  
*brian.c.dart@cop.com*

February 2, 2023

New Mexico Oil Conservation Division  
Attention: Dean McClure  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87505

Re: **Commingling of Queso Federal Com Wells  
601H, 602H, 603H, and 604H**  
Section 36 - Township 23 South, Range 32 East, NMPM

Dear Mr. McClure:

My name is Brian Dart, and I am the Land Negotiator responsible for the below wells (hereafter, “**Queso Federal Com Wells**”):

API	Well	Operator
30-025-50148	Queso Federal Com 601H	COG Operating LLC
30-025-50149	Queso Federal Com 602H	COG Operating LLC
30-025-50150	Queso Federal Com 603H	COG Operating LLC
30-025-50151	Queso Federal Com 604H	COG Operating LLC

I certify that ConocoPhillips’s subsidiaries own 100% of the working interest in the Queso Federal Com Wells.

Please contact me with any questions.

Sincerely,

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **1st** day of **January 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 23 South, Range 32 East, N.M.P.M**

Section 25: E/2

Section 36: E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and the crude oil and associated hydrocarbons (*or*) oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Production LLC, 600 W. Illinois Ave., Midland, TX, 79701**. All matters of operations 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 four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall

not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **January 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR/LESSEE OF RECORD:**

**COG Production LLC**

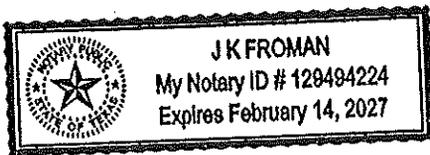
Date: 5-25-23

By: *Ryan D. Owen*  
Ryan D. Owen  
Attorney-In-Fact *R Owen*

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 25 day of May, 2023, by Ryan D. Owen, Attorney-In-Fact of **COG Production LLC**, a Texas Limited Liability Company, on behalf of same.



*JK Froman*  
Notary Public in and for the State of Texas  
My Commission Expires: 02/14/2027

**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD**

**CONOCOPHILLIPS COMPANY**

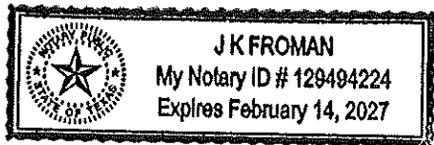
Date: 5-25-23

By: *Ryan D. Owen*  
Ryan D. Owen  
Attorney-In-Fact *RDO*

**ACKNOWLEDGEMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 25 day of May, 2023, by Ryan D. Owen, as Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of said Corporation.

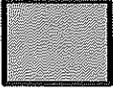


*JK Froman*  
NOTARY PUBLIC in and for the State of Texas

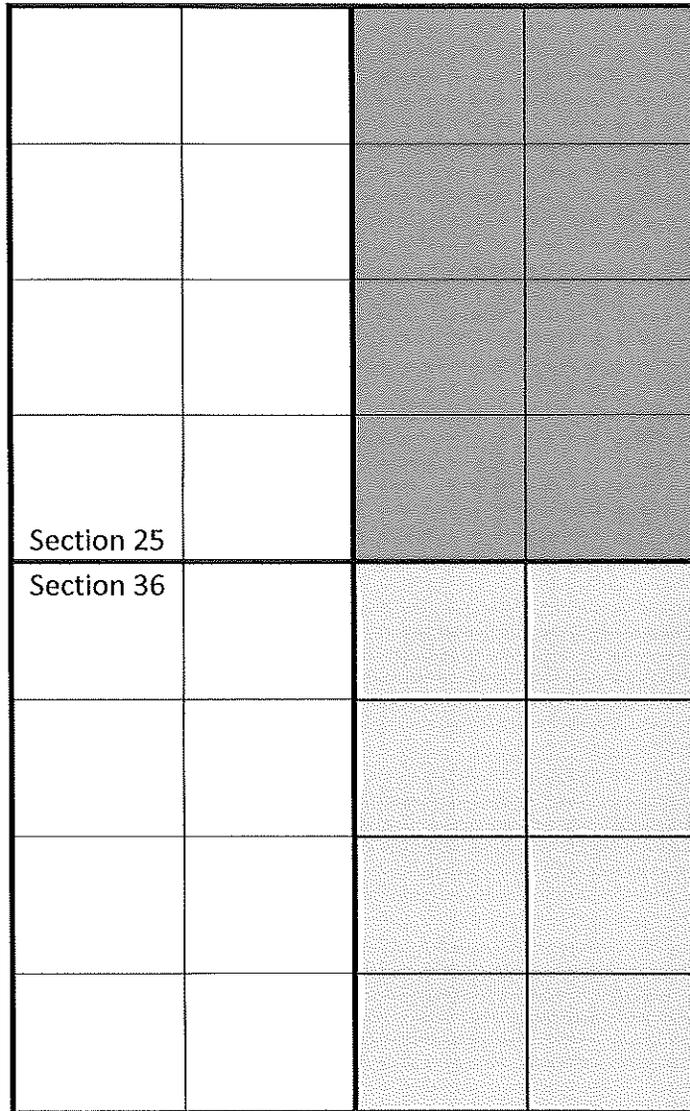
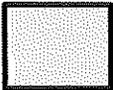
### EXHIBIT "A"

Plat of communitized area covering 640.00 acres in the E/2 of Sections 25 & 36, Township 23 South – Range 32 East, N.M.P.M., Lea County, New Mexico  
Communitized depths are hereby limited to the Wolfcamp Formation.

Tract 1:  
USA NMLC-063228



Tract 2:  
State of NM V0-8313



**EXHIBIT B**

To Communitization Agreement dated January 1, 2023, embracing the E/2 of Sections 25 & 36, T23S-R32E, NMPM, Lea County, New Mexico.

**Operator of Communitized Area: COG Operating LLC**

**Tract #1**

***Lease 1 – NMLC-063228***

Lease Date:	June 1, 1951	
Lease Term:	Five (5) Years	
Recordation:	Unrecorded	
Lessor:	<b>United States of America – NMLC-063228</b>	
Original Lessee:	Jewell E. Fields	
Current Lessee:	ConocoPhillips Company	
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 25: E/2 Lea County, New Mexico	
Number of Acres:	320.00	
Royalty Rate:	12.5%	
WI Owners Names and Interests:	ConocoPhillips	<u>100.000000%</u> 100.000000%

ORRI Owners: None

**Tract #2**

***Lease 2 – V0-8313***

Lease Date:	July 1, 2008	
Lease Term:	Five (5) Years	
Recordation:	Unrecorded	
Lessor:	<b>State of New Mexico V0-8313</b>	
Original Lessee:	Roca Production Inc.	
Current Lessee:	COG Production LLC	
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 36: E/2 Lea County, New Mexico	
Number of Acres:	320.00	
Royalty Rate:	16.666667%	
WI Owners Names and Interests:	COG Production LLC	<u>100.000000%</u> 100.000000%
ORRI Owners:	Malaga Royalty LLC, Malaga EF7 LLC	

**RECAPULATION**

<b>TRACT NO.</b>	<b>NO. OF ACRES COMMITTED</b>	<b>PERCENT OF INTEREST IN COMMUNITIZED AREA</b>
1	320.00	50.0000%
2	320.00	50.0000%
<b>TOTAL</b>	<b>640.00</b>	<b>100.0000%</b>

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

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**  
Revised August, 2021

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0\_\_\_\_\_ - \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

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

E/2 of Sect(s) 25 & 36, T23S-R32E, NMPM, Lea County, NM, containing **640.00** acres, more or less, and this agreement shall include only **the Wolfcamp Formation; Diamondtail Pool** (17625, as defined by the NMOCD and further described in "Exhibit A", underlying said lands and the crude oil, natural gas and associated 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 per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement **January 1, 2023** and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: 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**

**COG PRODUCTION LLC**

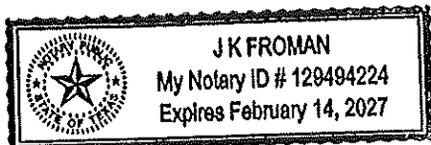
Date: 5-25-23

By: *R.D.O.*  
Ryan D. Owen  
Attorney-in-fact *R.D.O.*

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 25 day of May, 2023, by Ryan D. Owen, Attorney-in-fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



*JK Froman*  
Notary Public in and for the State of Texas  
My Commission  
Expires: 02/14/2027

WORKING INTEREST/LESSEES OF RECORD

Date: 5-25-23

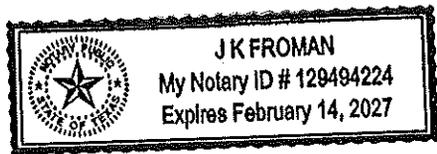
ConocoPhillips Company

By: Ryan D. Owen  
Ryan D. Owen  
Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 25 day of May, 2023, by Ryan D. Owen, as Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of said Corporation.



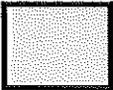
JK Froman  
NOTARY PUBLIC in and for the State of Texas

**EXHIBIT A**

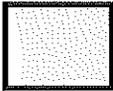
To Communitization Agreement dated January 1, 2023  
Plat of communitized area covering the E/2 of Sections 25 & 36, T23S-R32E, NMPM, Lea County, New Mexico

**E/2 Queso Federal Com Unit**

**Tract 1:**  
NMLC-063228



**Tract 2:**  
V-8313



SEC. 25			
SEC. 36			

**EXHIBIT B**

To Communitization Agreement dated January 1, 2023, embracing the E/2 of Sections 25 & 36, T23S-R32E, NMPM, Lea County, New Mexico.

**Operator of Communitized Area:** COG Operating LLC

**Tract #1**

***Lease 1 – NMLC-063228***

Lease Date:	June 1, 1951	
Lease Term:	Five (5) Years	
Recordation:	Unrecorded	
Lessor:	<b>United States of America – NMLC-063228</b>	
Original Lessee:	Jewell E. Fields	
Current Lessee:	ConocoPhillips Company	
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 25: E/2 Lea County, New Mexico	
Number of Acres:	320.00	
Royalty Rate:	12.5%	
WI Owners Names and Interests:	ConocoPhillips	<u>100.000000%</u> 100.000000%

ORRI Owners: None

**Tract #2**

***Lease 2 – V0-8313***

Lease Date:	July 1, 2008	
Lease Term:	Five (5) Years	
Recordation:	Unrecorded	
Lessor:	<b>State of New Mexico V0-8313</b>	
Original Lessee:	Roca Production Inc.	
Current Lessee:	COG Production LLC	
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 36: E/2 Lea County, New Mexico	
Number of Acres:	320.00	
Royalty Rate:	16.666667%	
WI Owners Names and Interests:	COG Production LLC	<u>100.000000%</u> 100.000000%

ORRI Owners: Malaga Royalty LLC, Malaga EF7 LLC

**RECAPULATION**

<b>TRACT NO.</b>	<b>NO. OF ACRES COMMITTED</b>	<b>PERCENT OF INTEREST IN COMMUNITIZED AREA</b>
1	320.00	50.0000%
2	320.00	50.0000%
<b>TOTAL</b>	<b>640.00</b>	<b>100.0000%</b>

From: [Barron, Jeanette](#)  
To: [Clelland, Sarah, EMNRD](#)  
Subject: [EXTERNAL] Re: [EXTERNAL]Action ID 221720 OLM-299  
Date: Wednesday, May 21, 2025 3:26:54 PM  
Attachments: [image.png](#)

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

[EXTERNAL]RE: OLM for oil only Notice Queso Fed Com

Summary by Copilot

Lamkin, Baylen L. <blamkin@nmslo.gov>  
To: Barron, Jeanette

- You replied on Wed 5/21/2025 2:58 PM
- Retention: Inbox-1 year (1 year) Expires: Thu 5/21/2026 2:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Jeanette,  
  
I have received this notice and the Viking Helmet OLM notice and the SLO does not have any objections.  
  
Kind regards,



Petroleum Specialist Supervisor  
Petroleum Engineer  
Oil, Gas and Minerals Division  
Cell 505.231.0420  
New Mexico State Land Office  
310 Old Santa Fe Trail  
P.O. Box 1148  
  
[blamkin@nmslo.gov](mailto:blamkin@nmslo.gov) (Please note my new email address)  
[nmstatelands.org](http://nmstatelands.org)  
[@NMLandOffice](#)

Santa Fe, NM 87504-1148

**Jeanette Barron** | Regulatory Coordinator, Delaware Basin NM | **ConocoPhillips**  
O: 575-748-6974 | C: 575-909-2803 | 2208 W. Main Street, Artesia, New Mexico

**Confidentiality Notice:**  
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**From:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>  
**Sent:** Friday, May 16, 2025 2:25 PM  
**To:** Barron, Jeanette <Jeanette.Barron@conocophillips.com>  
**Subject:** [EXTERNAL]Action ID 221720 OLM-299

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern (c/o Jeanette Barron for COG Production, LLC),

The Division is reviewing the following application:

Action ID	221720
Admin No.	OLM-299
Applicant	COG Production, LLC
Title	Queso Federal 36 J CTB (Oil Only)
Sub. Date	05/30/2023

Please provide the following additional supplemental documents:  

- Please provide proof of notification to BLM and SLO for this OLM application.

Please provide additional information regarding the following:  

-

Additional notes:

•

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

**COMMENT**

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at [OCD.Enviro@emnrn.nm.gov](mailto:OCD.Enviro@emnrn.nm.gov) for instructions regarding the submittal process for applications of this type.

Thanks,

*Sarah Clelland*

**Petroleum Specialist**  
State of New Mexico  
Energy, Minerals, and Natural Resources Department  
Oil Conservation Division  
Cell: (505) 537-0627  
[Sarah.Clelland@emnrn.nm.gov](mailto:Sarah.Clelland@emnrn.nm.gov)

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

**APPLICATION FOR OFF-LEASE MEASUREMENT  
SUBMITTED BY COG PRODUCTION, LLC**

**ORDER NO. OLM-299**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the Engineering Bureau, issues the following Order.

**FINDINGS OF FACT**

1. COG Production, LLC (“Applicant”) submitted a complete application to off-lease measure the oil production ("Application") from the wells, pool, and lease identified in Exhibit A.
2. Applicant provided notice of the Application to all persons owning a working interest in the oil production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.

**CONCLUSIONS OF LAW**

4. 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, and 19.15.23 NMAC.
5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
6. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

**ORDER**

1. Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases or pools shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. 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.

4. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
5. 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**



---

**GERASIMOS RAZATOS  
DIRECTOR (ACTING)**

**DATE:** 6-3-2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: OLM-299**  
**Operator: COG Production, LLC (217955)**  
**Central Tank Battery: Queso Federal 36 J Central Tank Battery (Oil Only)**  
**Central Tank Battery Location: UL I, Section 36, Township 23 South, Range 32 East**  
**Central Tank Battery: Red Hills Offload Station**  
**Central Tank Battery Location: UL O, Section 4, Township 26 South, Range 32 East**  
**Central Tank Battery: Jal Offload Station**  
**Central Tank Battery Location: UL D, Section 4, Township 26 South, Range 37 East**  
**Gas Title Transfer Meter Location:**

### Pools

Pool Name	Pool Code
WC-025 G-09 S223332A;UPR WOLFCAMP	98177

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wolfcamp NMNM 106359144	E/2	25-23S-32E
	E/2	36-23S-32E
CA Upper Wolfcamp SLO 204699 PUN 1401216	E/2	25-23S-32E
	E/2	36-23S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50148	QUESO FEDERAL COM #601H	E/2	25-23S-32E	98177
		E/2	36-23S-32E	
30-025-50149	QUESO FEDERAL COM #602H	E/2	25-23S-32E	98177
		E/2	36-23S-32E	
30-025-50150	QUESO FEDERAL COM #603H	E/2	25-23S-32E	98177
		E/2	36-23S-32E	
30-025-50151	QUESO FEDERAL COM #604H	E/2	25-23S-32E	98177
		E/2	36-23S-32E	

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

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/ocd/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 221720

**CONDITIONS**

Operator: COG PRODUCTION, LLC 600 W. Illinois Ave Midland, TX 79701	OGRID: 217955
	Action Number: 221720
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
sarah.clelland	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 email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	6/3/2025