

ABOVE THIS LINE FOR DIVISION USE ONLY

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



30-045-11351-00-00  
 Barker Dome #20  
 Huntington Energy LLC

## 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

### Application Acronyms:

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]**  
**[DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]**  
**[PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]**  
**[WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]**  
**[SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]**  
**[EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]**

- [1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]
- [A] Location - Spacing Unit - Simultaneous Dedication  
 NSL  NSP  SD
- Check One Only for [B] or [C]
- [B] Commingling - Storage - Measurement  
 DHC  CTB  PLC  PC  OLS  OLM
- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX  PMX  SWD  IPI  EOR  PPR
- [D] Other: Specify \_\_\_\_\_

2013 FEB 15 AM 11:25  
 RECEIVED OGD

- [2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or Does Not Apply
- [A]  Working, Royalty or Overriding Royalty Interest Owners
- [B]  Offset Operators, Leaseholders or Surface Owner
- [C]  Application is One Which Requires Published Legal Notice
- [D]  Notification and/or Concurrent Approval by BLM or SLO  
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E]  For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F]  Waivers are Attached

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **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.

Catherine Smith		Regulatory	2/14/2013
Print or Type Name	Signature	Title	Date
		csmith@huntingtonenergy.com	
		e-mail Address	



RECEIVED OOD

2013 FEB 15 A 11: 25

February 14, 2013

New Mexico Oil Conservation Division  
1220 S. Saint Francis Dr.  
Santa Fe, NM 87505

Attn: Mr. Will Jones

RE: Non-Standard Location Application  
Barker Dome #20  
NE/4, Sec 21-T32N-R14W  
San Juan Co., NM

Dear Mr. Jones:

Huntington Energy, L.L.C. requests approval for Non-Standard Location for the above referenced well. Enclosed is the information necessary for Non-Standard Location approval. Copies of the application are being sent to Burlington Resources and to the Bureau of Land Management. If there is any additional information needed, please contact me at (405) 840-9876 ext. 129.

Thank you!

Sincerely,

A handwritten signature in cursive script that reads 'Catherine Smith'.

Catherine Smith  
Regulatory

**Huntington Energy, L.L.C.**  
908 N.W. 71<sup>st</sup> St.  
Oklahoma City, OK 73116  
(405) 840-9876 – Office (405) 840-2011 - Fax

**Barker Dome #20 - Non-Standard Location**

**Location: 1650' FNL & 2310' FEL**

**NE/4 Sec 21, T32N-R14W, Rio Arriba County, NM**

Huntington Energy, L.L.C. has applied to deepen the above referenced well with the BLM and NMOCD. The Barker Dome #20 was drilled in 1949 and completed in 1950. It has historically been a producing gas well. The location has been non-standard since it was drilled in 1950, but the Non-Standard Location application has not been applied for this well. The well is located 1650' FNL & 2310' FEL. Per NMOCD location requirements, the well is too close to the boundary of the quarter section. Therefore, Huntington Energy, L.L.C. respectfully requests Non-Standard Location approval for the Barker Dome #20.

**Operators Affected:**

Burlington Resources Oil & Gas Company, LP  
P.O. Box 4289  
Farmington, NM 87499

\*Notification: Agreement to Drill in Barker Dome Area from Burlington Resources is attached with application. This will serve as notice letter with Burlington Resources as required per NMOCD rule.

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-045-11351	<sup>2</sup> Pool Code 71520	<sup>3</sup> Pool Name Barker Creek - Dakota
<sup>4</sup> Property Code 306894	<sup>5</sup> Property Name BARKER DOME	<sup>6</sup> Well Number 20
<sup>7</sup> OGRID No. 208706	<sup>8</sup> Operator Name HUNTINGTON ENERGY, L.L.C.	<sup>9</sup> Elevation 6249'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	21	32-N	14-W		1650	NORTH	2310	EAST	SAN JUAN

<sup>11</sup> 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

<sup>12</sup> Dedicated Acres NE-100 E-320	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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.

16	1650'	21	Lat: 36.97611N Long: -108.31499W NAD 27	<b><sup>17</sup> OPERATOR CERTIFICATION</b>	
				<p><i>I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>Catherine Smith</i> 1/07/13 Signature Date</p> <p>Catherine Smith Printed Name</p> <p>csmith@huntingtonenergy.com E-mail Address</p>	
				<b><sup>18</sup> SURVEYOR CERTIFICATION</b>	
				<p><i>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.</i></p> <p>Date of Survey Signature and Seal of Professional Surveyor:</p>	
				Certificate Number	

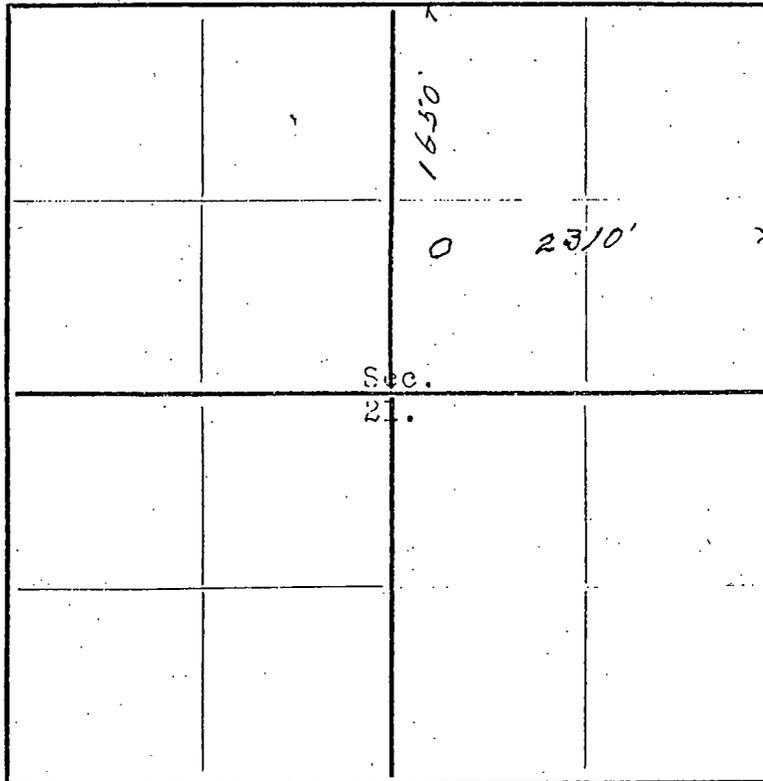
Company Southern Union Production Co.

**COPY**

Lease Barker Well No. 22

Sec. 21. T. 32. N., R. 14. W., N.M.P.M.

Location 2310' West & 1650' South from NE Cor. Sec. 21.  
Being in center of NW, SW, NE section 21.  
San Juan County New Mexico



Scale—4 inches equals 1 mile.

This is to certify that the above plat was prepared from field notes of actual surveys made by me or under my supervision and that the same are true and correct to the best of my knowledge and belief.

*A.H. Miller*

Seal:

Registered Professional  
Engineer and Land Surveyor.

Farmington, New Mexico

Surveyed September 23, 1949.

U. S. GEOLOGICAL SURVEY  
RECEIVED

OCT 1 1949

ARTESIA, NEW MEXICO



ConocoPhillips Company  
San Juan Business Unit  
P.O. Box 4289  
Farmington, NM 87499-4289

September 25, 2012

Huntington Energy, LLC  
Attn: David Herritt  
908 N.W. 71<sup>ST</sup> Street  
Oklahoma City, OK 73116

*Letter Agreement  
with Burlington to  
drill + deepening.*

**RE: Third Amendatory Letter Agreement to that certain  
Exploration Agreement dated September 9, 2004  
Barker Dome Area  
La Plata County, CO and San Juan Co., NM**

Gentlemen:

Based on prior discussions and in consideration of the mutual covenants and agreements herein, Burlington Resources Oil & Gas Company LP ("Burlington") and Huntington Energy, L.L.C. ("Huntington") do hereby agree to amend the above referenced Exploration Agreement, as previously amended (the "Agreement") as set forth below. Capitalized terms in this Third Amendatory Letter ("Third Amendment") have the same meaning as provided in the Agreement, unless otherwise expressly provided herein.

- 1) East Half (E/2), Section 21-T32N-R14W, San Juan County, NM:
  - A) Within thirty (30) days of Huntington's acceptance of this Third Amendment, Burlington hereby agrees to assign, transfer and convey unto Huntington a seventy percent (70%) working interest in and to the Barker Dome 20 wellbore, located in the NE/4 Section 21, Township 32 North, Range 14 West, together with 70% of Burlington's undivided interest in and to the personal property and equipment located on and used solely in connection with the wellbore. The effective date of the assignment will be October 1, 2012. Huntington will succeed Burlington as Operator of the Barker Dome 20 wellbore and the Barker Dome 20 wellbore will be subject to the Joint Operating Agreement attached as Exhibit "C" to the Agreement. Prior to March 1, 2013, Huntington agrees to deepen the Barker Dome 20 wellbore to a depth sufficient to test the Morrison formation and to attempt a Morrison formation completion. Huntington shall have the obligation to carry Burlington's thirty percent (30%) working interest in the cost of operations for the deepening of the Barker Dome 20 well, without penalty, and in the same manner as provided for in Paragraph

4.D of the Agreement. Burlington shall be entitled to reserve an override in the Morrison formation in the same amount as provided in Paragraph 4.C of the Agreement. If Huntington completes the Barker Dome 20 wellbore as a well capable of producing in paying quantities in the Morrison formation, and if Huntington is otherwise in material compliance with the terms and conditions of the Agreement, then Huntington shall earn an additional assignment of seventy percent (70%) of Burlington's working interest, proportionately reduced to Burlington's interest in the oil and gas lease I-22-IND-2772, limited to only the Morrison formation in the northeast quarter of Section 21-T32N-R14W, San Juan County, New Mexico, under the same terms provided in Paragraph 4 of the Agreement, subject to the restrictions, limitations and reservations set forth therein. The deepening of the Barker Dome 20 wellbore shall count as one of three subsequent wells needed to meet the drilling obligation, as provided for in Paragraph 5 of the Agreement, and amended in that certain letter agreement dated April 11, 2006. In the event the Barker Dome 20 wellbore deepening attempt results in a dry hole or as a well not capable of producing in paying quantities from the Morrison formation, Huntington shall not earn the additional assignment of interest in lease I-22-IND-2772 described above; further, in the event of a dry hole or a well not capable of producing in paying quantities from the Morrison formation, Huntington shall be obligated for 70% of the cost and expense of properly plugging and abandoning the Barker Dome 20 wellbore and 70% of surface restoration expenses.

B) Burlington and Huntington hereby agree that oil and gas lease I-22-IND-2772, as described on Exhibit "A" to the Agreement, shall be deleted and released from the Agreement insofar and only insofar as said lease covers the SE/4 of Section 21-32N-14W, San Juan County, New Mexico, effective upon the parties' mutual execution of this Third Amendatory Letter.

2) Recompletion to the Shallow Objective Depth:

A) Huntington currently has the right to drill Subsequent Dakota Wells or Shallow Wells pursuant to the continuous drilling obligation set forth in Paragraph 5 of the Agreement (the "Continuous Drilling Option Period"). During the Continuous Drilling Option Period, Huntington shall have the option, but not the obligation to recomplete any well drilled under the Agreement from the Dakota or Morrison formation (as applicable) to the Shallow Objective Depth under the terms set forth in this Third Amendment subject to the terms of the governing operating agreement. In the recompletion of any such well to the Shallow Objective Depth, Huntington shall bear the sole cost, risk, and expense. If Huntington recompletes any of the foregoing wells as a Shallow Well capable of producing in paying quantities from the Shallow Objective Depth, and if Huntington is otherwise in material compliance with the terms and conditions of the Agreement, then Huntington shall earn an assignment of

seventy percent (70%) of Burlington's working interest, proportionately reduced to Burlington's interest in the applicable Leases but only insofar as said Leases cover the completed Shallow Objective Depth in the governmental proration unit assigned for the recompleted formation, under the same terms provided in Paragraph 4 of the Agreement, subject to the restrictions, limitations and reservations set forth therein, and shall likewise have the obligation to carry Burlington's thirty percent (30%) working interest, without penalty, in any such well, in the same manner as provided for in Paragraph 4.D of the Agreement. A dry hole or a well not capable of producing in paying quantities from the Shallow Objective Depth shall not earn an assignment. Burlington shall be entitled to reserve an override in the recompleted formation in the same amount as provided in Paragraph 4.C of the agreement.

- B) Within thirty (30) days of Huntington's acceptance of this Third Amendment, Burlington hereby agrees to assign, transfer and convey unto Huntington a seventy percent (70%) working interest in and to the three Burlington-operated wellbores described on Exhibit "A" attached hereto and made a part hereof (the "Burlington Wellbores"), together with the personal property and equipment located on and used solely in connection with the Burlington Wellbores. The effective date of the assignment will be October 1, 2012. Huntington will succeed Burlington as Operator of the Burlington Wellbores and the Burlington Wellbores will be subject to the Joint Operating Agreement attached as Exhibit "C" to the Agreement. Prior to December 31, 2013, Huntington agrees to recomplete each of such wellbores to the Shallow Objective Depth as a well capable of producing in paying quantities from such Shallow Objective Depth, or to plug and abandon each of such wellbores in accordance with the Joint Operating Agreement attached as Exhibit "C" to the Agreement. Except for the obligation contained in this Paragraph 2.B. that such wellbores will be recompleted or plugged and abandoned prior to December 31, 2013, Huntington shall recomplete such wellbores in the same manner and under the same terms as provided for wells recompleted to the Shallow Objective Depth as provided in Paragraph 2.A above. A recompletion attempt by Huntington of any Burlington Wellbore shall count towards Huntington's Continuous Drilling Option Period requirement, as provided for in Paragraph 3 below.
- C) Upon the date that the Continuous Drilling Option Period terminates, and if Huntington is otherwise in material compliance with the terms and conditions of the Agreement, the Agreement shall not expire but shall instead be automatically extended for a period of two (2) years commencing the day following the date of termination of the Continuous Drilling Option Period ("Recompletion Period"), during which two-year period Huntington shall have the right but not the obligation to recomplete wells drilled by Huntington pursuant to the Agreement to the Shallow Objective Depth. Except as otherwise provided in Paragraph 2.E below, Huntington shall not have the right during the Recompletion Period to drill any Subsequent

Dakota Wells or Shallow Wells, but instead only recomplete wells it has drilled pursuant to the Agreement to the Shallow Objective Depth.

- D) Huntington shall have the obligation to carry Burlington's thirty percent (30%) working interest, without penalty, in the entire cost of each individual completion or recompletion attempt (whether occurring during the Continuous Drilling Option Period or Recompletion Period) and any associated or incremental expense incurred, including, without limitation, for equipment and facilities for each such formation within the Shallow Objective Depth, whether under the terms contained in Paragraph 2.A or 2.B above.
- E) If Burlington receives a demand from the Bureau of Land Management ("BLM") or the Ute Mountain Ute Tribe to develop any formation on lands subject to the Agreement but not yet earned or assigned by Burlington to Huntington, then Huntington shall have the option to be exercised in writing within thirty (30) days from receiving notice from Burlington of such BLM or Ute Mountain Ute Tribe demand, to elect to either drill/recomplete each required well in satisfaction of the demand, or decline to do so. Should Huntington decline to drill/recomplete each required well(s) in accordance with the requirements of any such demand, Huntington will be deemed to have automatically relinquished its rights to drill/recomplete any wells that are located on or pooled or communitized with the lands subject to the demand letter, and shall, to the extent necessary, reassign any and all rights or interests to Burlington that are necessary for Burlington to comply with the demand. Burlington will thereafter assume the right and obligation to respond to the demand.
- F) Should any recompletion attempt by Huntington result in paying quantities production from the Shallow Objective Depth, such recompletion shall be deemed as, and have the same attendant rights and obligations, as a Shallow Well under the Agreement.
- 3) Recompletion Applies to Continuous Drilling Obligation: Regarding the Continuous Drilling Option Period, the parties agree that each recompletion attempted by Huntington (including the Burlington Wellbores) shall be equal to one-half of a Subsequent Dakota Well or Shallow Well for the purpose of the annualized continuous drilling obligation. If Huntington attempts two recompletions in a one year period (March 1 – February 28), they shall collectively count as and be equivalent to Huntington drilling a single Subsequent Dakota Well or Shallow Well for the purposes of Huntington meeting the drilling requirements during the Continuous Drilling Option Period.

4) Optional 30% Carried Interest Option for Shallow Wells:

As an alternative to the option to participate for fifty percent (50%) of its working interest in drilling a Shallow Well, Burlington at its option may instead elect to participate on the basis of a thirty percent (30%) carried working interest in each Shallow Well under the same terms as provided in Paragraph 4 of the Agreement, and subject to the same overriding royalty interest to be reserved by Burlington as provided for under Paragraph 4.C of the Agreement. Should Burlington elect to be carried for such 30% carried working interest, and if Huntington thereafter timely commences the actual drilling of any such Shallow Well to the Shallow Objective Depth at Huntington's sole cost, risk, and expense, and completes such well as a producer of oil and/or gas in paying quantities, then for each such Shallow Well, Huntington shall earn an assignment of seventy percent (70%) of Burlington's working interest, delivering to Huntington an 80.00% net revenue interest (70% x 80%), or if existing lease burdens exceed 20.00%, such net revenue interest as Burlington owns, proportionately reduced to Burlington's interest in the applicable Leases but only insofar as said Leases cover the Niobrara/Gallup Formation in the governmental proration unit assigned for such Shallow Well. If any such Shallow Well is completed as a dry hole, then Huntington will not earn any rights relating to Burlington's interests in the applicable Leases and Lands.

5) Spacing and Depth Restriction: In the event that any Shallow Well is completed or recompleted as a producer of oil and/or gas in paying quantities in an unspaced area, such assignment shall be limited to forty (40) acres for oil and one hundred sixty (160) acres for gas, in the quarter section where the Shallow Well is located, and shall be limited in depth to cover only the Shallow Formation.

6) Commingled Production: Burlington and Huntington hereby agree that production may be down hole commingled regardless of formation if approved by the appropriate governmental authorities.

7) Master Joint Operating Agreement: Burlington and Huntington hereby agree that in Paragraph 7 of the Agreement, the words "...in substantially the same form..." shall be deleted, and further agree that the words "The Contract Area for each such Operating Agreement...", shall be deleted and the words "The Contract Area for the Operating Agreement..." shall be substituted there for.

Burlington and Huntington hereby agree that except as specifically set forth in this Third Amendment, the Agreement (as previously amended by the parties under (i), Amendatory Letter Agreement dated October 3, 2005; (ii) 2<sup>nd</sup> Amendatory Letter Agreement dated February 13, 2006; (iii) letter dated April 11, 2006; and (iv) Clarification and Amendment to 2<sup>nd</sup> Amendatory Letter Agreement dated December 9, 2008) shall remain unaltered and in full force and effect.

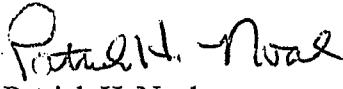
Huntington Energy, LLC  
Exploration Agreement – Barker Dome Area  
Third Amendatory Letter  
Page 6

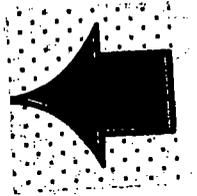
If the foregoing is acceptable, please indicate so by signing and returning a copy of this letter to Carol Hines via fax at (505) 326-9781 or by email at carol.hines@conocophillips.com. If this agreement is not accepted by 5:00 pm (MDT) on October 15, 2012, it shall be deemed revoked without further notice or action by Burlington and be of no further force and effect.

Sincerely,

BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP LLC, its sole General Partner

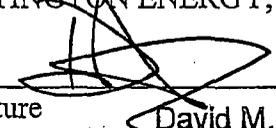
  
Patrick H. Noah  
Attorney-In Fact *ch*  
*TR*



Agreed to and accepted this 25 day of Sept, 2012.

HUNTINGTON ENERGY, LLC

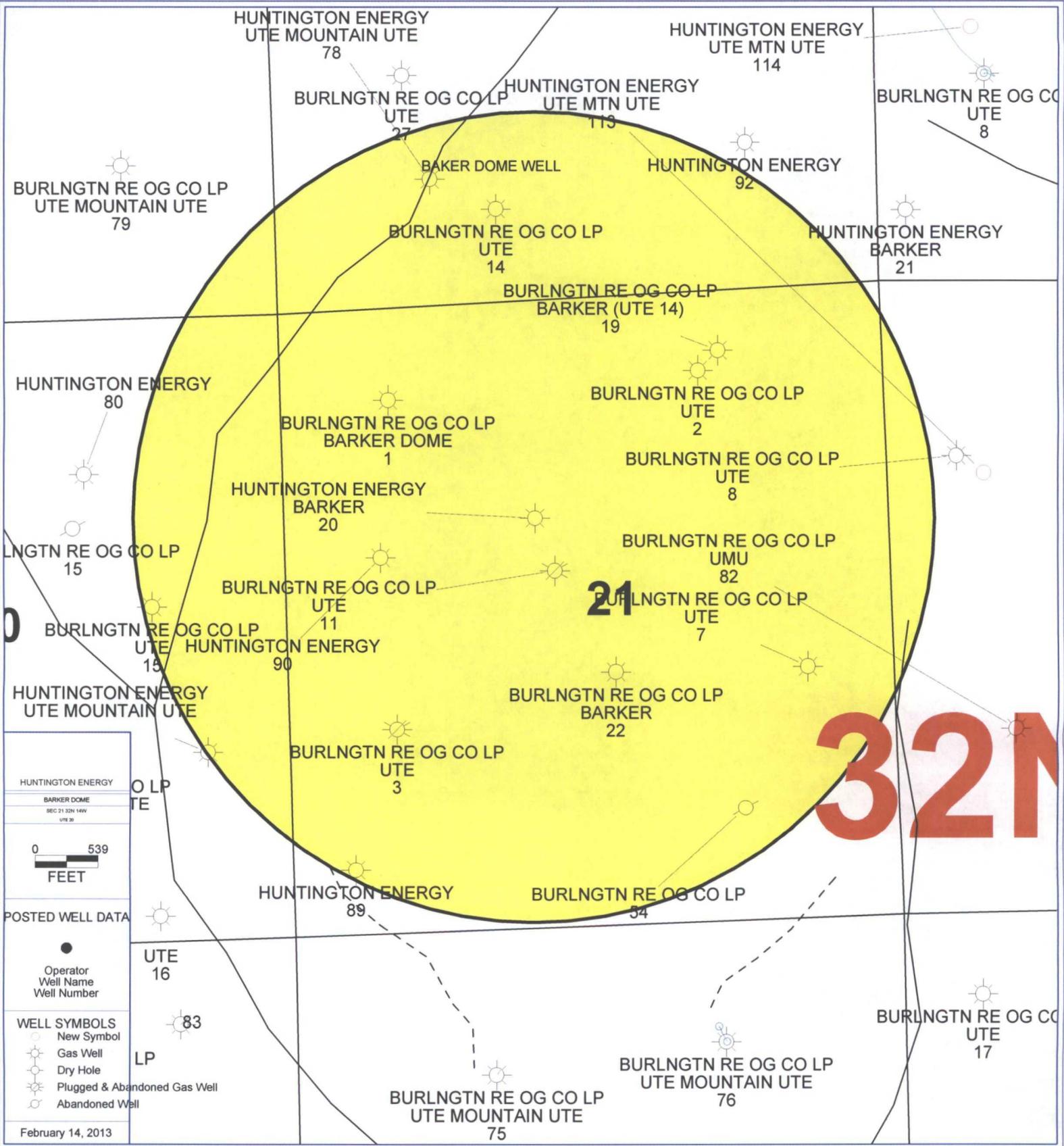
Signature

  
David M. Herritt, Member

Printed Name

Title

Barker Dome #20  
 Huntington Energy, L.L.C.



**321**

HUNTINGTON ENERGY  
 BARKER DOME  
 SEC 21 32N 14W  
 UTE 20

0 539  
 FEET

POSTED WELL DATA

● Operator  
 Well Name  
 Well Number

WELL SYMBOLS

- New Symbol
- ☀ Gas Well
- Dry Hole
- ☀ Plugged & Abandoned Gas Well
- Abandoned Well

February 14, 2013



February 14, 2013

Bureau of Land Management  
15 Burnett Court  
Durango, CO 81301

Bureau of Indian Affairs Ute Mountain Ute Agency - Realty  
PO Box KK  
Towaoc, CO 81334

Re: Non-Standard Location Application Notification  
Barker Dome #20  
NE/4, Sec 21, T32N-R14W  
San Juan Co., NM

Gentlemen:

Enclosed is an application for notification for Non-Standard Location approval which has been sent to the New Mexico Oil Conservation Division for the above referenced well. The well was drilled and completed in 1950 as a gas well and has historically been a non-standard location. Huntington Energy has applied to deepen the well in the Morrison, and has received BLM approval. The well is located 1650' FNL & 2310' FEL, which is less than 330' from the quarter section line. Therefore, the well is a non-standard location. Burlington Resources is the only other operator within the allotted boundary and has signed a Letter Agreement for drilling the Barker Dome #20.

Please contact me if you need any additional information. My telephone number is (405) 840-9876 ext. 129.

Thank you!

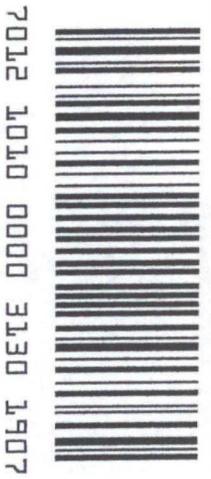
Sincerely,

A handwritten signature in cursive script that reads 'Catherine Smith'.

Catherine Smith  
Regulatory

# HUNTINGTON ENERGY, L.L.C.

71st Street  
a City, OK 73116



7012 1010 0000 3130 1907



Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Burlington Resources  
Attn: Patsy Clugston  
3401 E. 30th St.  
Farmington, NM  
87402

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

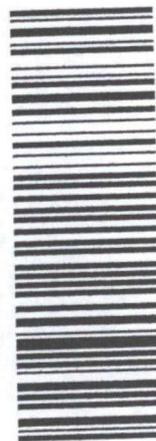
2. Article Number  
(Transfer from service label) 7012 1010 0000 3130 1907

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Burlington Resources  
Attn: Patsy Clugston  
3401 E. 30<sup>th</sup> St.  
Farmington, NM 87402-8807

# HUNTINGTON ENERGY, L.L.C.

71st Street  
Ada City, OK 73116



7012 1010 0000 3130 1891



02 1P  
0003115659  
MAILED FROM ZIP CODE 73116  
\$ 006.970  
PITNEY BOWES  
FEB 14 2013

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bureau of Land Management  
15 Burnett Court  
Durango, CO 81301

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7012 1010 0000 3130 1891

PS Form 3811, February 2004

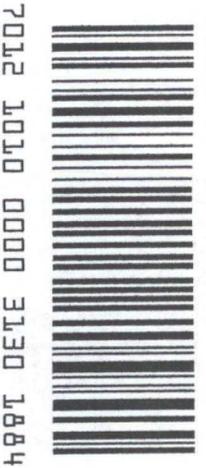
Domestic Return Receipt

102595-02-M-1540

Bureau of Land Management  
15 Burnett Court  
Durango, CO 81301

HUNTINGTON  
ENERGY, L.L.C.

71st Street  
a City, OK 73116



02 1P  
0003115659  
MAILED FROM ZIP CODE 73116  
FEB 14 2013  
\$ 006.970

1. Article Addressed to:  
Bureau of Indian Affairs  
Utcmtn Ute Agency - Realty  
P.O. Box KK  
Towaoc, CO 81334

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) 7012 1010 0000 3130 1884

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Bureau of Indian Affairs  
Ute Mountain Ute Agency - Realty  
P.O. Box KK  
Towaoc, CO 81334

## Brooks, David K., EMNRD

---

**From:** Brooks, David K., EMNRD  
**Sent:** Monday, March 04, 2013 11:56 AM  
**To:** 'Cathy Smith'  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

Dear Ms. Smith

We are in receipt of the referenced application.

It seems to be in order. I do have a question about the spacing unit. I have not found special pool rules for the Barker Creek Dakota, which would indicate that applicable spacing would be 160 acres, instead of 320 acres, as your plat indicates. However, that does not affect the location.

Since there are Burlington wells in the NW/4 of the section, I would assume there are no unleased lands in the section. That is significant since you notice to BLM is not in the required OCD notice form (including the admonition to send objections within 20 days). However, in the absence of unleased lands, that notice would not be required.

Please advise if the notice to BLM was send due to any unleased land in this section.

Sincerely

David K. Brooks  
Legal Examiner  
505-476-3450

---

**From:** Cathy Smith [<mailto:Csmith@huntingtonenergy.com>]  
**Sent:** Monday, March 04, 2013 8:46 AM  
**To:** Brooks, David K., EMNRD; Bailey, Jami, EMNRD  
**Subject:** Barker Dome #20, NSL Application, Huntington Energy

Huntington Energy sent a Non-Standard Location Application on February 13, 2013 for the Barker Dome #20, NE/4, Sec 21-T32N-R14W, San Juan Co., NM.

Could you please check the status of the approval for the application? If I have made any errors on the application, please advise.

Thank you for your time.

Cathy Smith  
Huntington Energy, L.L.C.  
908 N.W. 71<sup>st</sup> St.  
Oklahoma City, OK 73116  
(405) 840-9876 ext. 129

## Brooks, David K., EMNRD

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**From:** Hoppe, William, EMNRD  
**Sent:** Monday, March 04, 2013 3:14 PM  
**To:** Brooks, David K., EMNRD  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

David,

I reviewed my notes and looked at the sundry on line. The plat for 160 acres agrees with my notes and online data. Cathy submitted the plat since we did not at the time have one on file.

I asked for an NSL since the footages were closer than 660 feet to the boundary of the 160.

I could find no special pool rules either.

Order 1287-A- excluded from the Basin Dakota

Created in 1950 by R-13 – 160 acres.

Thus I used the 19.15.15.10 that a gas well with 160 spacing needed 660 foot setbacks.

Hope this helps.

Bill

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**From:** Brooks, David K., EMNRD  
**Sent:** Monday, March 04, 2013 2:36 PM  
**To:** Hoppe, William, EMNRD  
**Subject:** FW: Barker Dome #20, NSL Application, Huntington Energy

Good afternoon, Bill:

I did not find pool rules for the Barker Creek Dakota. I know there are some orders affecting that area, but I do not know where to find them when there is nothing in Byrum's index. Can you tell me why this is 320, instead of 160?

Thanks

David

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**From:** Cathy Smith [<mailto:Csmith@huntingtonenergy.com>]  
**Sent:** Monday, March 04, 2013 12:18 PM  
**To:** Brooks, David K., EMNRD  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

The BLM was sent the Barker Dome #20 application packet. I have received our Certified Return Receipt from them. There are no unleased lands in the section.

Bill Hoppe with the NMOCD office in Aztec had me change the spacing to 320 ac. I had originally put NE-160 acres on our Sundry procedure to deepen the well.

Thank you!

Cathy Smith  
Huntington Energy, L.L.C.  
908 N.W. 71<sup>st</sup> St.  
Oklahoma City, OK 73116

(405) 840-9876 ext. 129

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**From:** Brooks, David K., EMNRD [<mailto:david.brooks@state.nm.us>]  
**Sent:** Monday, March 04, 2013 12:56 PM  
**To:** Cathy Smith  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

Dear Ms. Smith

We are in receipt of the referenced application.

It seems to be in order. I do have a question about the spacing unit. I have not found special pool rules for the Barker Creek Dakota, which would indicate that applicable spacing would be 160 acres, instead of 320 acres, as your plat indicates. However, that does not affect the location.

Since there are Burlington wells in the NW/4 of the section, I would assume there are no unleased lands in the section. That is significant since you notice to BLM is not in the required OCD notice form (including the admonition to send objections within 20 days). However, in the absence of unleased lands, that notice would not be required.

Please advise if the notice to BLM was send due to any unleased land in this section.

Sincerely

David K. Brooks  
Legal Examiner  
505-476-3450

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**From:** Cathy Smith [<mailto:Csmith@huntingtonenergy.com>]  
**Sent:** Monday, March 04, 2013 8:46 AM  
**To:** Brooks, David K., EMNRD; Bailey, Jami, EMNRD  
**Subject:** Barker Dome #20, NSL Application, Huntington Energy

Huntington Energy sent a Non-Standard Location Application on February 13, 2013 for the Barker Dome #20, NE/4, Sec 21-T32N-R14W, San Juan Co., NM.

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Thank you for your time.

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(405) 840-9876 ext. 129

## Brooks, David K., EMNRD

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**From:** Hoppe, William, EMNRD  
**Sent:** Tuesday, March 05, 2013 7:30 AM  
**To:** Brooks, David K., EMNRD  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

David,

I found an email (2/6/13) that referred to a 320 spacing change but I do not have a chain to follow – maybe it was a phone call.

Anyway we have a 160 plat that has been approved online.

Bill

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**From:** Brooks, David K., EMNRD  
**Sent:** Monday, March 04, 2013 2:36 PM  
**To:** Hoppe, William, EMNRD  
**Subject:** FW: Barker Dome #20, NSL Application, Huntington Energy

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David

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**To:** Brooks, David K., EMNRD  
**Subject:** RE: Barker Dome #20, NSL Application, Huntington Energy

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Thank you!

Cathy Smith  
Huntington Energy, L.L.C.  
908 N.W. 71<sup>st</sup> St.  
Oklahoma City, OK 73116  
(405) 840-9876 ext. 129

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**From:** Brooks, David K., EMNRD [<mailto:david.brooks@state.nm.us>]  
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David K. Brooks  
Legal Examiner  
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**Subject:** Barker Dome #20, NSL Application, Huntington Energy

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