DATE IN	8/7/01	ABOVE THIS LINE FOR DIVISION USE ONLY NEW MEXICO CONSERVATION DIVISION								
		NEW MEXICO CONSERVATION DIVISION Ingineering Bureau - NSL-4632 ADMINISTRATIVE ADDI ICATION COVERSIEET								
Applic										
	[A]	Location - Spacing Unit - Directional Drilling NSL DD DD SD								
	Chec [B]	k One Only for [B] and [C] Commingling - Storage - Measurement DHC CTB PLC PC OLS OLM								
	[C]	Injection - Disposal - Pressure Increase - Enhanced Oil Recovery								
[2]	NOTIFICA [A]	<b>TION REQUIRED TO:</b> - Check Those Which Apply, or  Does Not Apply 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,
- □ Waivers are Attached [F]

#### INFORMATION / DATA SUBMITTED IS COMPLETE - Statement of Understanding [3]

I hereby certify that I, or personnel under my supervision, have read and complied with all applicable Rules and Regulations of the Oil Conservation Division. Further, I assert that the attached application for administrative approval is accurate and complete to the best of my knowledge and where applicable, verify that all interest (WI, RI, ORRI) is common. I understand that any omission of data, information or notification is cause to have the application package returned with no action taken.

Note: Statement must be completed by an individual with supervisory capacity.

Amy T. Spang <u>amy T. Spang</u> <u>Regulatory Compliance Analyst</u> 8/6/01 int or Type Name Signature Date



August 6, 2001

New Mexico Oil Conservation Division ATTN: Mike Stogner 1220 S. Francis Drive Santa Fe, New Mexico 87505

#### RE: Amended Drilling Permit: Unorthodox Location West Brushy State "8", Well No. 1 Brushy Draw (Delaware) Unit B Section 8, T-26-S, R-29-E Eddy Co., NM

Mr. Stogner:

ARCO Permian, as operator, requests approval for the unorthodox location of well no. 1, West Brushy State "8". Our plans are to drill at a location 1219' FNL and 1894' FEL of Section 8, T26S, R29E, Eddy County, New Mexico, into the Brushy Draw (Delaware) pool at a depth of 5,500'.

The original drilling permit was approved at a standard location, but after further analysis, all standard locations would either be located in a flood plain or on steep elevations, which would require the extensive use of explosives in close proximity to El Paso Natural Gas's ruptured line. Supporting data is enclosed which shows all possible alternatives and reasons for this unorthodox application.

At the earliest possible date, please send us our written approval order and fax a copy to 281/366-7062, granting us our unorthodox drill site location.

Thank you for your cooperation and prompt response to our request. If you have any questions, please contact me at 281/366-7655 or by email: <u>amy.t.spang@bp.com</u>. Please send your approval to proceed to my attention at the address listed above.

Yours very truly,

Uny T. Spang

Amy T. Spang Regulatory Compliance Analyst

xc: Lee Scarborough - WL4/241A Jeff Robinson – WL4/251 Mike Brock – EUN Bob Manthei - EUN Central Files – Records Management Room 0.320/Houston R/C Files ARCO Permian Unorthodox Location West Brushy State "8" No. 1 Brushy Draw (Delaware) Unit B, Section 8, T 26S, R 29E 1219' FNL & 1894' FEL Eddy County, NM

Attachments:

Form C-101: APD (Amended Report) Form C-102: Well Location and Acreage Dedication Plat Form C-103: NOI for Amended Form C-101 BOP Schematic Blowout Prevention Equipment Specifications Vicinity And Location Verification Maps Supporting Documentation

District I Energy, Minerals 1625 N. French Dr., Hobbs, NM 88240						s & Natural Resources Revised Ma				
District II						vation Divsiion Submit to appropriate Distric State Lease - 6				
1000 Rio Brazos Rd., Aztec, NM 87410 2040 Sc					2040 Sou	th Pacheco				Fee Lease - 5 Copies
					Santa Fe,	NM 87505	5			•
									x AMI	ENDED REPOR
APPLI	CATION				LL, RE-E	NTER, DE	EPEN,	PLUGBA	CK, OR AD	
ARCO PERMIA	<b>N</b> 7	·(	perator Name a	nd Address					<sup>2</sup> OGRID Numb 000990	er
P.O.BOX 161	_							30- 015-	<sup>3</sup> APl Number 31815	
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	τ		<sup>o</sup> Proposed	Bottom	Hole Locat	ion If Differ	ent Fron	n Surface	- <u> </u>	1
UL or lot no.	Section	Townshi	p Range	Lot. Idn	Feet from	the North/S	iouth Line	Feet from the	East/West line	County
	<u> </u>	<sup>9</sup> Propose	d Pool 1	<u> </u>		<u> </u>		<sup>10</sup> Proposed	Pool 2	
	BRUS	-	(DELAWARE)					1 Toposod		
<sup>11</sup> Work T	ype Code N		<sup>12</sup> Well Type C O	Code <sup>13</sup> Cable/Rotary <sup>14</sup> Lea R				ase Type Code S	1	Level Elevation 2894 '
							mation <sup>19</sup> Contractor		<sup>20</sup> Spud Date	
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lue: No			Phone:			Conditions of A		<u>_</u>	Apriation Date.	
	<b>6/01</b>			/366-765	55	Attached				
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Form C-101 Revised March 17, 1999

## State of New Mexico Energy, Minerals & Natural Resource

DISTRICT I P.O. Bax 1980, Hobbs	<b>1, XX 862</b> 41~1	960		En	uszgy, M	finerals an	d Natural	Resources Depar	tment		F: Bevised Febru	orm C-102 ary 10, 1994
DISTRICT II P.O. Draww DD, Artania, NN 66211-0719 OIL CONSERVATION DIVISION P.O. Box 2088 State Lease - 4 Cop P.O. Box 2088 State Lease - 3 Cop									- 4 Copies			
DISTRICT III Santa Fe, New Mexico 87504-2088 1000 Bio Brasco Ed., Astec, NM 87410								-				
DISTRICT IV P.O. BOX 20058, SANTA FE, N.M. 87504-2055 WELL LOCATION AND ACREAGE DEDICATION PLAT								D REPORT				
30-015		-		Pool Co	ode		1	Brushy	Dra	Pool Name	are)	
Property 28090				WE	CST	-	HY S				Well Number 1	
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						Surfa	ce Loca	ation				
UL or lot No. B	Section 8	Township 26-S	Range 29-E	Lot I		Feet fre	om the 90/219	North/South NORTH		Feet from the 1894	<b>East/West</b> line EAST	County EDDY
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Dedicated Acres	a Joint o	ur Infill Co	nsolidation	Code	Ord	er No.		<u> </u>				L
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<u> </u>		<u> </u>		 			_!_			SURVEYO	R CERTIFICAT	ION
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										01	-11-0724	<u> </u>
			1				1			Certificate No	BONALD J. EIDSO GARY EIDSON	DN 3239 12641
								·				

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### State of New Mexico

Submit 3 Copies To Appropriate District Office	State of Ne Energy, Minerals and					Form C-103 Revised March 25, 1999
District.1 1625 N. French Dr., Hobbs, NM 87240 District II 811 South First, Artesia, NM 87210 District III 1000 Rio Brazos Rd., Aztec, NM 87410 District IV	WELL API 1 30 5. Indicate T STAT	<u>-015-3</u> ype of	31815			
2040 South Pacheco, Santa Fe, NM 87505				6. State Oil	& Gas I	Lease No.
(DO NOT USE THIS FORM FOR PROPO DIFFERENT RESERVOIR. USE "APPLIC PROPOSALS.) 1. Type of Well:	CATION FOR PERMIT" (FORM	EPEN (	OR PLUG BACK TO A	7. Lease Nar WEST BRUSH		nit Agreement Name:
Oil Well X Gas Well 2. Name of Operator	Other			8. Well No.		
ARCO Permian				1		
3. Address of Operator				9. Pool name	e or Wil	dcat
P.O. Box 1610 Midland, TX	79702		·····	BRUSHY DRAM	V (DEL	WARE)
4. Well Location Unit LetterB:	1219 feet from the	NOF	TH line and	1894 fe	et from	the EAST line
Section 8	Township 26	s	Range 29E	NMPM		County EDDY
	10. Elevation (Show wh		DR, RKB, RT, GR, etc 4' GR	c.)		
11. Check A	ppropriate Box to Ind	icate	Nature of Notice,	Report, or (	Other I	Data
NOTICE OF INT	ENTION TO:		SUB	SEQUENT	REPO	ORT OF:
	PLUG AND ABANDON		REMEDIAL WORK			ALTERING CASING
	CHANGE PLANS	x	COMMENCE DRILLI	NG OPNS.		PLUG AND
PULL OR ALTER CASING	MULTIPLE COMPLETION		CASING TEST AND CEMENT JOB			
OTHER:			OTHER:			
12. Describe Proposed or Complete of starting any proposed work).						

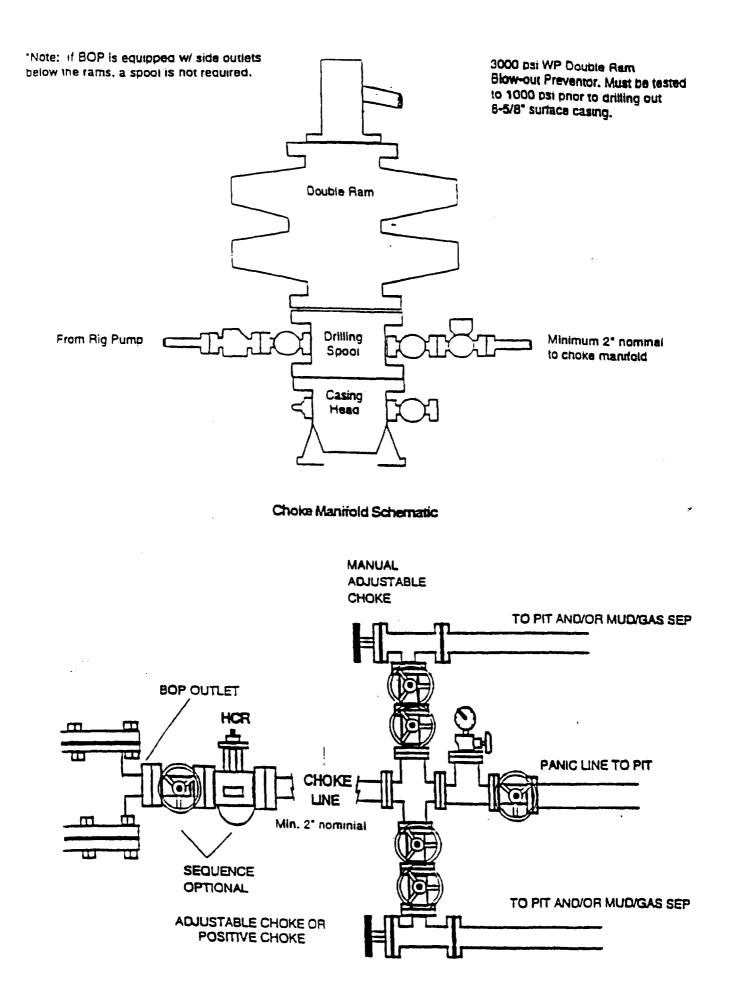
Drilling permit was approved on 6/4/01. Need to amend permit to move well location to unorthodox location due to topographical reasons. Supporting documentation is attached along with Form C-101.

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

SIGNATURE	kny T. Jany	TITLE REGULATORY COMPLAINCE ANALYST DATE -	8/6/01
Type or print name A	MY T. SPANG	Telephone No.	281-366-7655
(This space for State u	ise)		

or recompilation.

\_\_\_\_\_ TITLE\_\_\_



#### **BLOWOUT PREVENTION EQUIPMENT SPECIFICATIONS**

- 1. All BOP equipment shall be fluid and/or mechanically operated.
- 2. BOP's and all fittings will be in good working condition.

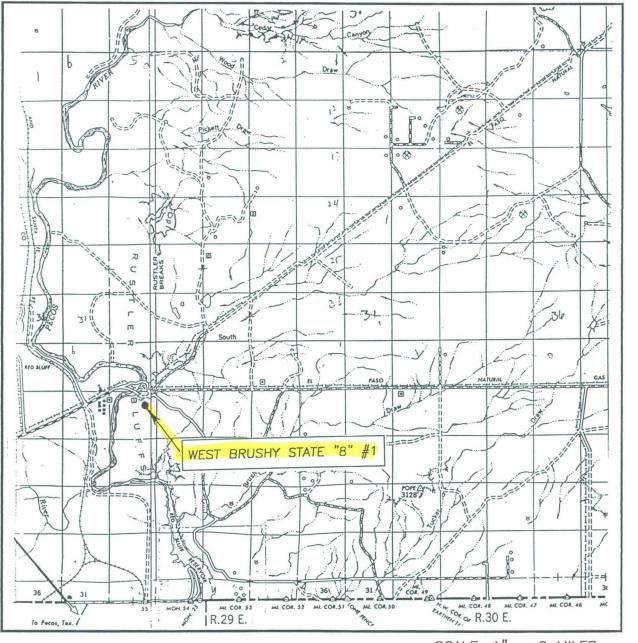
• • • •

- 3. Equipment through which the bit must pass shall be at least as large as the casing size being drilled.
- 4. The nipple above the BOP shall be at least the same size as the last casing set.
- 5. The upper kelly cock with handle and lower kelly cock shall be rated at the BOP working pressure.
- 6. A floor safety valve (full opening) or drill string BOP with appropriate pressure ratings shall be available on the rig floor with connections or subs to fit any tool joint in the string.
- 7. The minimum size choke line shall be 3 inches nominal diameter, with a minimum size for vent lines downstream of chokes of 2 inches nominal, and vent lines which by-pass shall be a minimum of 3 inches nominal and as straight as possible.
- 8. All valves, fittings and lines between the closing unit and the blowout preventer stack should be of steel construction with rated working pressure at least equal to working pressure rating of the stack. Lines shall be bundled and protected from damage.
- 9. Minimum size for kill line is 2 inches nominal.
- 10. Ram type preventers shall be equipped with extension hand wheels or hydraulic locks.

# MAPS (VICINITY MAP AND LOCATION VERIFICATION)

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VICINITY MAP

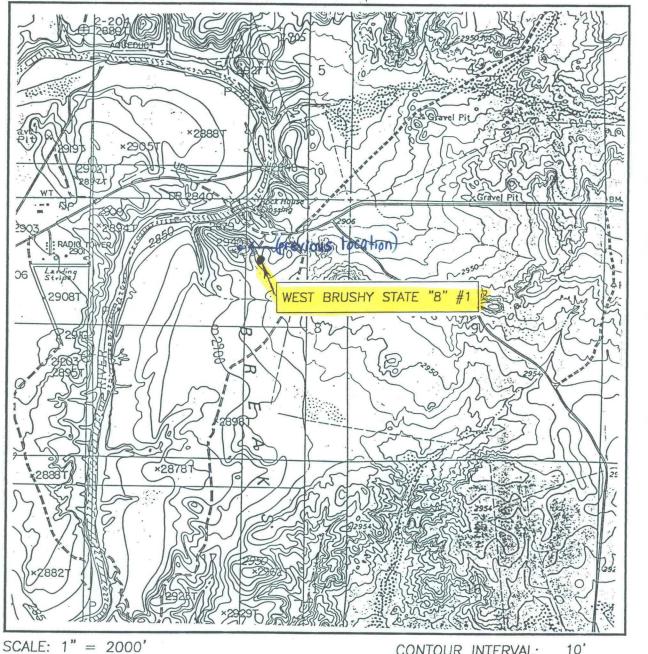


SCALE: 1" = 2 MILES

SEC. 8 TWP. 26-	<u>-S_RGE. 29–E</u>						
SURVEYN.	M.P.M.						
COUNTYEDDY							
DESCRIPTION 1219' FNL & 1894' FEL							
ELEVATION 2894'							
OPERATOR ARCO PERMIAN							
LEASE WEST BRU	JSHY STATE "8"						

JOHN WEST SURVEYING HOBBS, NEW MEXICO (505) 393-3117

# LOCATION VERIFICATION MAP



SEC. <u>8</u> TWP. <u>26–S</u> RGE. <u>29–E</u> SURVEY <u>N.M.P.M.</u> COUNTY <u>EDDY</u> DESCRIPTION <u>1219' FNL & 1894' FEL</u> ELEVATION <u>2894'</u> OPERATOR <u>ARCO PERMIAN</u> LEASE <u>WEST BRUSHY STATE "8"</u> U.S.G.S. TOPOGRAPHIC MAP RED BLUFF, N.M. CONTOUR INTERVAL: 1 RED BLUFF, N.M.

JOHN WEST SURVEYING HOBBS, NEW MEXICO (505) 393-3117

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## SUPPORTING DOCUMENTATION:

- REASONS FOR UNORTHODOX LOCATION
- TOPOGRAPHICAL MAPS W/ DETAILS
- PHOTO #1: UNORTHODOX LOCATION
- PHOTO #2: UNORTHODOX LOCATION
- MAP OF OFFSET OPERATORS (ALL ARCO PERMIAN)
- COPY OF LEASE AGREEMENT

#### **Introduction**

ARCO Permian is requesting approval for the unorthodox location of well no. 1, West Brushy State "8" located at 1219' FNL and 1894' FEL of Section 8, T26S, R29E, Eddy County, New Mexico, into the Brushy Draw (Delaware) pool at a depth of 5,500'.

The original drilling permit for this well was approved at a standard location, but after further analysis, all standard locations would either be located in a flood plain or at high elevations, which would require the extensive use of explosives in close proximity to El Paso Natural Gas's ruptured line.

This report describes each option at a standard location and why an unorthodox location is the only feasible option. Supporting maps and pictures are attached.

#### Unorthodox Location (Defined) and Regulatory Requirements

The proposed location at 1219' FNL and 1894' FEL of Section 8, T26S, R29E, Eddy County, New Mexico is projected to be drilled as a producing oil well into the Brushy Draw (Delaware) pool. The applicable spacing rules require the well location on a 40 acre spacing unit which a legal subdivision of the U.S. Public Land Surveys and within 330' of any unit boundary.

The projected location for West Brushy State "8", well no. 1, is on a standard 40 acre spacing unit, but it does not meet the set-back requirements of 330' from the unit boundary due to topographical reasons described below. The well is projected at a location that is 101' from the unit boundary, which makes the location unorthodox.

#### Topographical Reasons for Unorthodox Location

The standard spacing unit for the proposed well location is 40 acres and the orthodox location allows. 10 acres after the 330' set-back requirements are met. As shown on the attached map, the Pecos River Flood Plain occupies 70% of the orthodox location. 17% of the orthodox location is topographically unusable without the extensive use of explosives. There is a 22' elevation drop from the center stake to the north edge of pad at 150', and a 37' drop in elevation to the Northwest corner of the pad at 100' x 150'.

The El Paso Natural Gas Pipeline dissects the tract diagonally from the NW corner to the SE corner, which leaves the remaining 13% of the orthodox location within 200' of the gas pipeline. This would leave the edge of the pad only 50' or less from the gas pipeline. The El Paso Natural Gas Pipeline ruptured last summer, and the Northeast corner of this pad was burned from the fire.

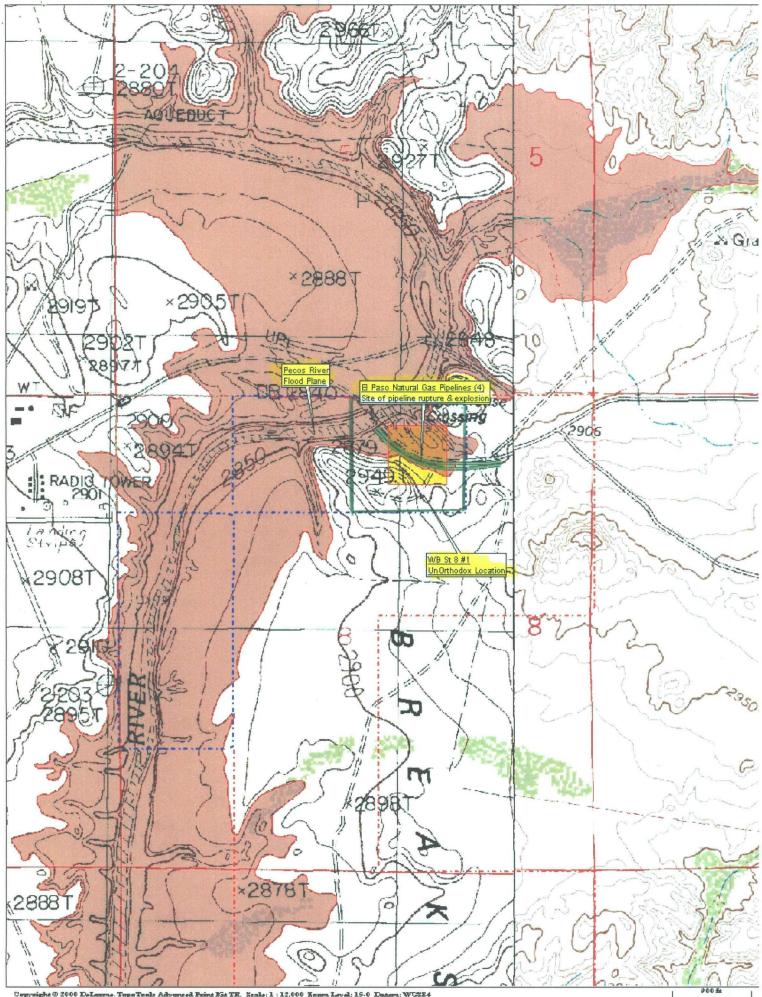
The unorthodox location would not require any blasting, would be 200' from the gas lines, and was unaffected by the line rupture. Photo #1 (attached) is a view from the center stake to the north of the unorthodox location. Photo #2 (attached) is a view from the north 100' stake towards the center stake of the unorthodox location.

#### Economic Reasons for Unorthodox Location

Directional drilling was considered so that an orthodox location could be used. Directional drilling would increase drilling and production costs significantly, which would make the project uneconomical. Therefore the unorthodox location is the only alternative from an economic standpoint due to the topographical constraints described above.

#### Offset Operators and Interest Owners

According to Rule 1207 A(2), all offset operators and interest owners need to be notified of the unorthodox location if ownership is not common. In this case, ARCO Permian is also the offset operator as shown on the attached map. In addition, working interest ownership is common. A copy of the lease agreement is attached along with a map including other active ARCO Permian well locations surrounding the unorthodox location.



Copy te @ 2000 De ut Rit TR. Zanlo: 1 : 12,000 Zu n Loval: 15-0 De

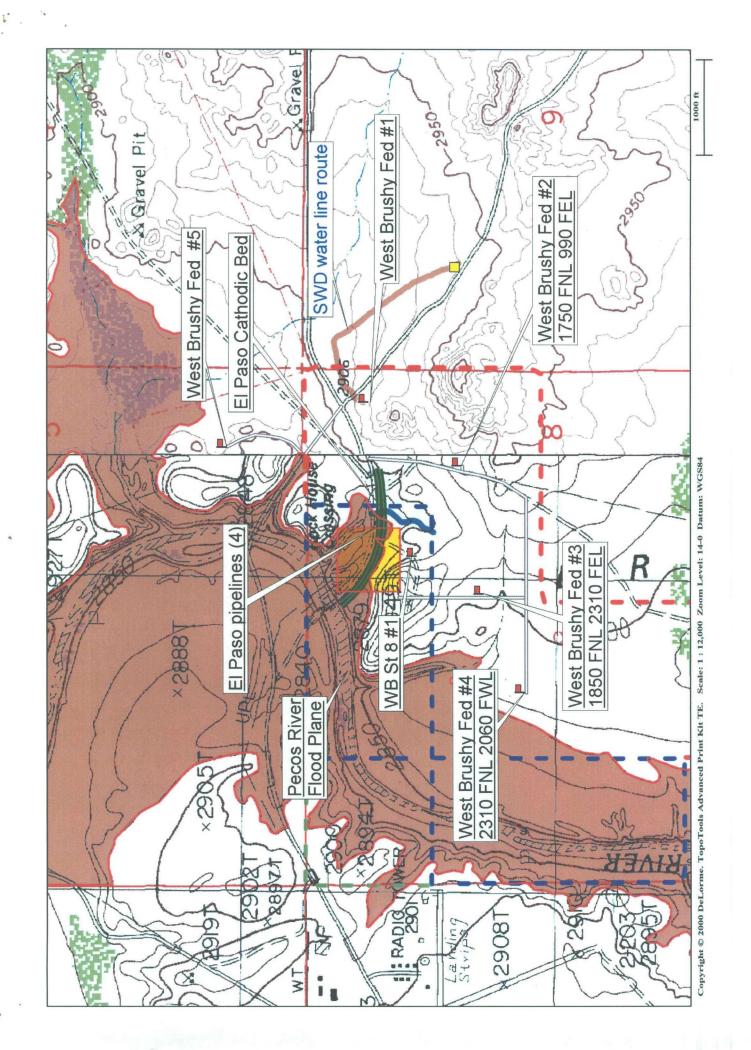
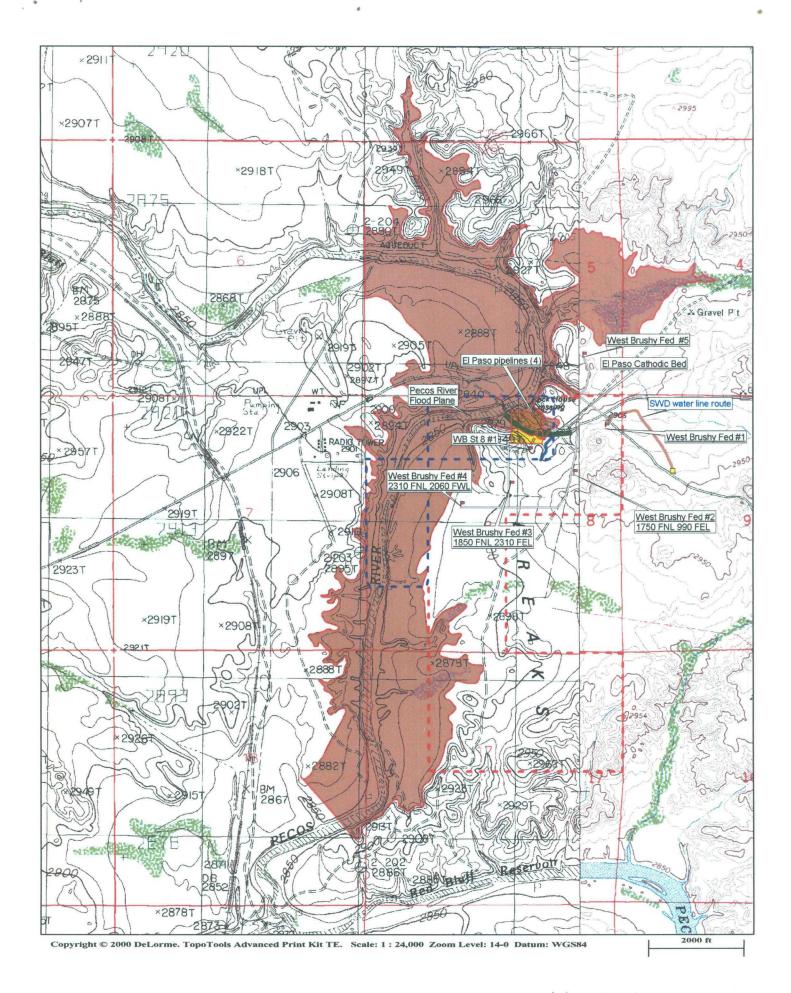


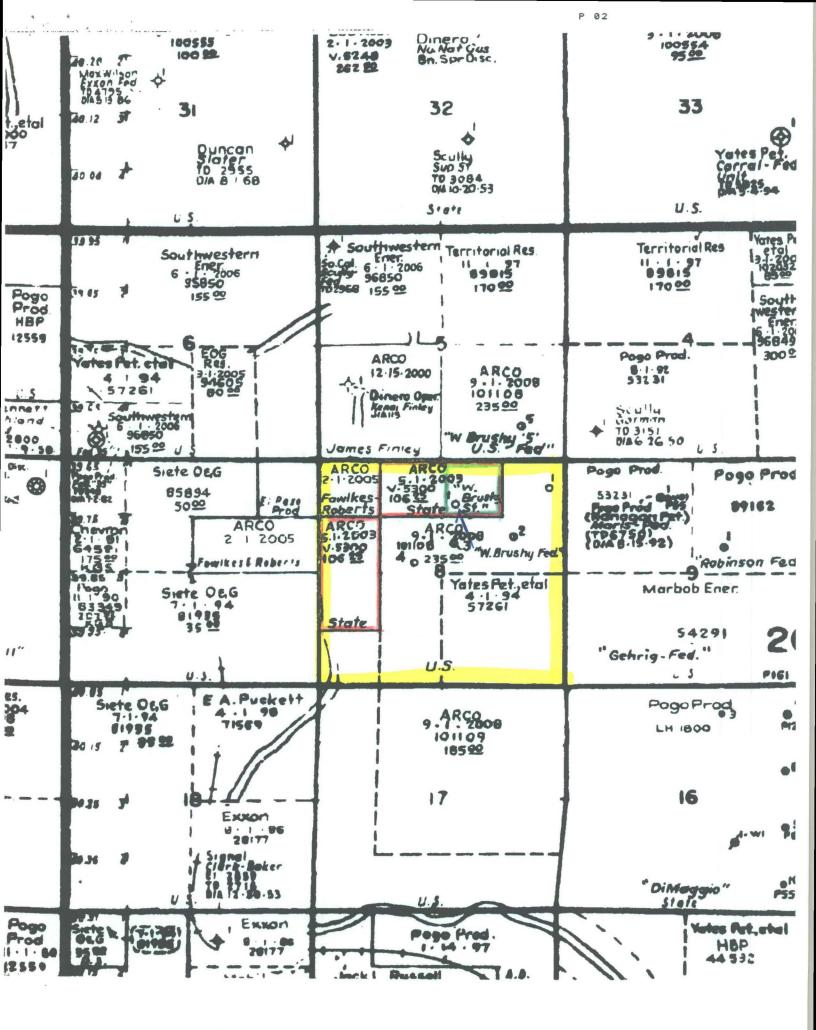


PHOTO # 1: UNORTHODOX LOCATION - VIEW FROM CENTER STAKE TO NORTH.



PHOTO # 2: UNORTHODOX LOCATION: VIEW FROM 100' STAKE TOWARDS CENTER STAKE.





4. (a) "Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any The other state of the state of the other is a control of the other state of the st ns for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in wiolation of sec. 41 of the Act. (Date)

cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States. ωÀ low Saco

regulations, or if it is not This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with ied by the required accomp payments is in a contract in accordance with the regulations, or if it is not accompanied in accordance with the United States any false, fictitious or fraude or representations as to any matter within its jurisdiction. ent statements

Dely breckpedius is assued to the high loyde noutination and those specified on this form. institut duly executed bid or manificating form submitted under 43 CFR 3120 and to IN THE STOLENOIR OF ATT 10.00 (Signature of Lessee or Attorney-in-fact)

orders necessary promugated when not neconstruction with lease rights granted of specific provisions of this

applicable laws. The territs, creditions, and strached stroutations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal and manutum decensary improvements thereupon for the term indicated below, subject : TEVED-LIBURDS and on accordance with the appropriate leasing authority. Rights granted are subject to This lease is jessed granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in tiem 3 together with the right to build Sec. 1. Rentals-Rentals shall be paid to proper office of lessor in advance of each lease year. costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain Annual vental rates per acre or fraction thereof are

(a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00; (b) Competitive lease, \$1.50 for the first 5 years; thereafter \$2.0071) OO(c) Other, see another of OO I U 16325 OO OO

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law, Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing

Sec. 2. Royalties + Royalties that be paid to proper tortice of tessor. Royalties shall be computed in accordance with regularities on production removed or sold. Royalty rates are: (a) Noncompetitive lesse; 124%; 50E Well 199 WWEW (b) Competitive lesse; 124%; NMPM

(c) Other, see attachment; or

as specified in gegulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, groduction F BEI shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last dily of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds-A bond shall be filed and maintained for lease operations as required under regulations. MORNIAN К

Sec. 4, Diligence, rate, of development/opitization (and drainage - Lesses shall exercise reasonable - 21:108 diligence in developing and producing, and shall prevent unnecessary damage to, loss of or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lesses to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection-Lessee shall file with proper office of lessor not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale of disposal of production. At such times and in such form as lessor may prescribe, lessee shall farmish detailed statements showing amounts and quality of sill products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and tachemistic diagrams showing development work and costs. In the form preactibed by lessor, lessee shall keep a daily drilling record, a log, information which required! Lesser shall be subject to applicable provisions and preating of BOGRMAr(30U,S.C.C.P.70). and all books, accounts, maps, and records relative to operations, surveys, or investigations or or for the leased funds. Dense shall many hear consecuted from the strength and the second s

Form 3100-11b (October 1992)

1. . j.

BUREAU OF LAND MANAGEMENT DEPARTMENT OF THE INTERIOR  $\mathbf{\Omega}$ **D STATES** 

required records for 6 years after they are generated or, if an audit or investigation is underway,

until released of the obligation to maintain such records by lesson of 2 X X Y Y X X During existence of this lease, information obnined uncertain definition of information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations-Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacta to other resources. Lessee may be required to complete minor inventories or short term special studies by lessor. If is the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations-To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, leason reserves the right to deny approval of such operations.

(Sec. 8) Extraction of helium-Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property-Lessee shall pay lessor for damage will lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity-Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lesseesnor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision? by filing) in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises At such time as all of portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

202 See 13. Proceedings in case of default-If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit be required to provide plats and achemistic diagrams. Showing development work and plan or communitization agreement which contains a well capable of production of unitized plan or communitization agreement which contains a well capable of production of unitized construction of unitized to prevent the exercise show measurements and leave shall keep a daily drilling record, a log, information by lessor of any other legal and equitable remedy, including waiver of the default. Any such

Sec. 14. Heirs and successors-in-interest-Each obligation of this lease shall extend to and be bluthing users, and every benefit hereof shall inure to the heirs; executors, administrators, successors-boneticiaries, or assignees of the respective parties, herebo

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## ONGARD INQUIRE LAND BY SECTION

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Page: 1 Document Name: untitled 08/14/01 11:23:35 ONGARD CMD : OG6C101 C101-APPLICATION FOR PERMIT TO DRILL OGOMES - TPFW OGRID Idn : 990 API Well No: 30 15 31867 APD Status(A/C/P): A Opr Name, Addr: ARCO PERMIAN Aprvl/Cncl Date : 07-03-2001 PO BOX 1089 EUNICE,NM 88231 Prop Idn: 27864 WEST BRUSHY FEDERAL Well No: 3 U/L Sec Township Range Lot Idn North/South East/West --- --- ----- ----- ------ -------Surface Locn : G 8 26S 29E FTG 1850 F N FTG 2310 F E OCD U/L : G API County : 15 Work typ(N/E/D/P/A) : N Well typ(O/G/M/I/S/W/C): O Cable/Rotary (C/R) : F Lease typ(F/S/P/N/J/U/I): F Ground Level Elevation : 2903 State Lease No: NM 101108 Multiple Comp (S/M/C) : S Prpsd Depth : 5500 Prpsd Frmtn : BRUSHY DRAW DELAWARE E0009: Enter data to modify record PF01 HELPPF02PF03 EXITPF04 GoToPF05PF06 CONFIRMPF07PF08PF09 PRINTPF10 C102PF11 HISTORY PF12

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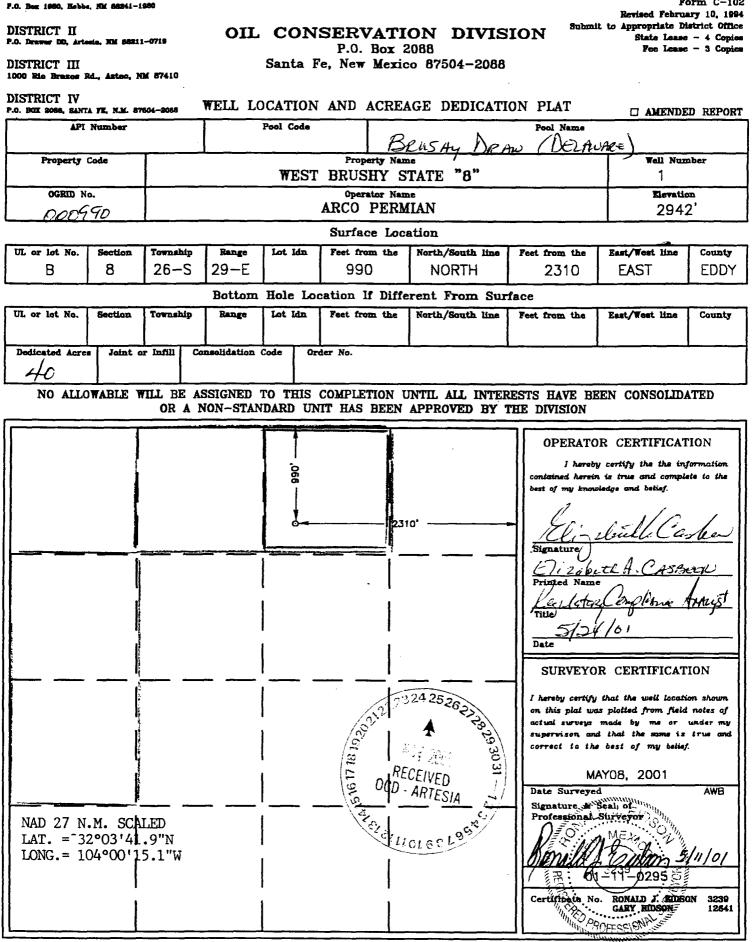
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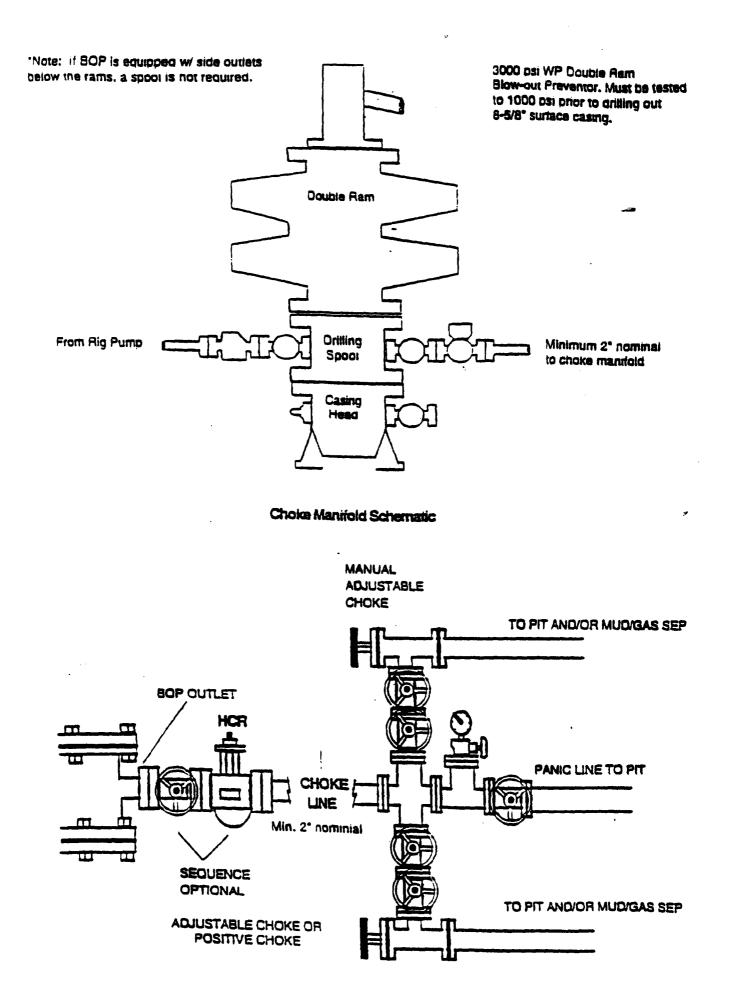
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Form C-102



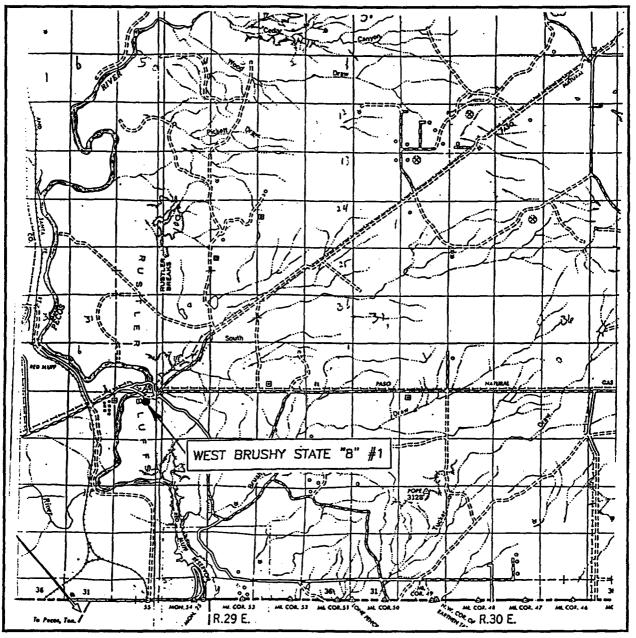
#### **BLOWOUT PREVENTION EQUIPMENT SPECIFICATIONS**

- 1. All BOP equipment shall be fluid and/or mechanically operated.
- 2. BOP's and all fittings will be in good working condition.

• • •

- 3. Equipment through which the bit must pass shall be at least as large as the casing size being drilled.
- 4. The nipple above the BOP shall be at least the same size as the last casing set.
- 5. The upper kelly cock with handle and lower kelly cock shall be rated at the BOP working pressure.
- 6. A floor safety valve (full opening) or drill string BOP with appropriate pressure ratings shall be available on the rig floor with connections or subs to fit any tool joint in the string.
- 7. The minimum size choke line shall be 3 inches nominal diameter, with a minimum size for vent lines downstream of chokes of 2 inches nominal, and vent lines which by-pass shall be a minimum of 3 inches nominal and as straight as possible.
- 8. All valves, fittings and lines between the closing unit and the blowout preventer stack should be of steel construction with rated working pressure at least equal to working pressure rating of the stack. Lines shall be bundled and protected from damage.
- 9. Minimum size for kill line is 2 inches nominal.
- 10. Ram type preventers shall be equipped with extension hand wheels or hydraulic locks.

VICINITY MAP

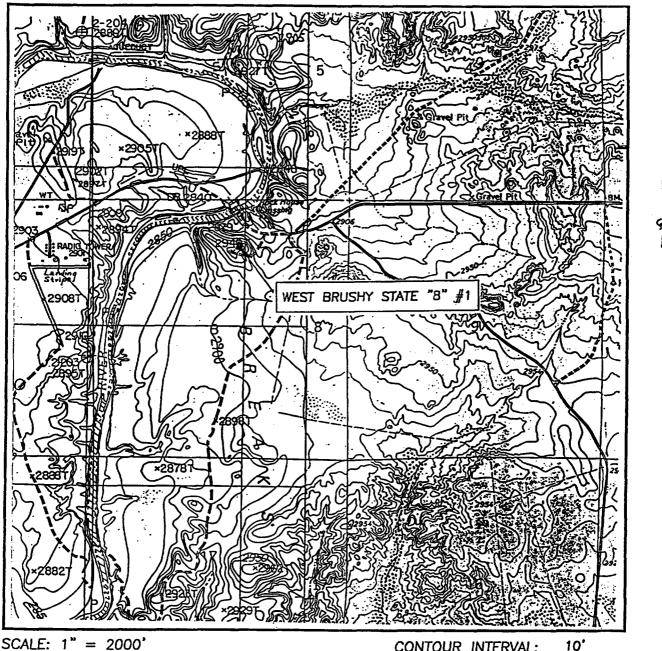


SCALE: 1'' = 2 MILES

SEC. <u>8</u> TWP. <u>26-S</u> RGE. <u>29-E</u> SURVEY <u>N.M.P.M.</u> COUNTY <u>EDDY</u> DESCRIPTION <u>990' FNL & 2310' FEL</u> ELEVATION <u>2942'</u> OPERATOR <u>ARCO PERMIAN</u> LEASE <u>WEST BRUSHY STATE "8"</u>

JOHN WEST SURVEYING HOBBS, NEW MEXICO (505) 393-3117

# LOCATION VERFICATION MAP



SEC. <u>8</u> TWP.<u>26-S</u> RGE. <u>29-E</u> SURVEY <u>N.M.P.M.</u> COUNTY <u>EDDY</u> DESCRIPTION <u>990' FNL & 2310' FEL</u> ELEVATION <u>2942'</u> OPERATOR <u>ARCO PERMIAN</u> LEASE <u>WEST BRUSHY STATE "8"</u> U.S.G.S. TOPOGRAPHIC MAP RED BLUFF, N.M. CONTOUR INTERVAL: 10 RED BLUFF, N.M.

JOHN WEST SURVEYING HOBBS, NEW MEXICO (505) 393-3117

8080 Pool Brushy Draw - Delaware County Eddy 26 South NEW MEXICO PRINCIPAL MERIDIAN 29 East RANGE. TOWNSHIP 5 3 6 2 1 8 11 17 18 19 20 21  $\mathbf{x}$ **1**22 ŝ 30 29 Sta Fela 7 F. Description: SW/4 Sec. 13 (R-1355, 4-1-59) . R-1681, 6-1-60) - NW/4 Sec. 13 (R-1720, 8-1-60) Ext: NW/4 Sec 24 5 Sec 24. 1/2 My Sec. 25 (R-2062, 10-1-61) = S/2 S/2 Jec (R.1942. 5.1.41 sec 26 (R-6912, 3-5-82) 2.89.7 ĘΖ Ext: 5/2 5/2 NWA Sec. 25. 5W/ NEG. W/2 SEC. Sec. 27, NEA Sec. 34 All Sec. 35, NW/4 Sec. 36 (A-7307.6-14-83) Ext: 5/2 Sec. 23 (R-7322. 8-1-83) Ext: W/2 Sec. 26 E/2 E/2 Sec. 7334.8-19-83) Ext: 2/2 Sec. 23 (A-7668. 9-21-84) Ext: 5/2 Sec. 22 (A-7758, 12-13-84) Ext: NW/ NEG and 7 (R-7875, 4-16-85) W/2 Sec. Ext: W/2 Sec. 15, W/2 Sec. 22 (R-8065; 10-31-85) Ext: N/2 3W/4 Sec. 12(R-8229,5-19-86) Ext: NEA Sec. 13 (R-8257,7-8-86) Ext. NW/4 SEC 12 (8-8562 14/87) EXT: NE4SEC 25, NE/4 SEC 28( R-8627 4/1/88) Ext: 5/4 Sec 28 (R-8747 9/19/88) Ext SEL4 SEC 15 (R-9095, 1-1-90) Ext: SE/4 Sec. 16 (R-9709, 8-25-92) Ext: 58/1 Sec. 9 Ng/4 Sec. 16 (R-9884, 4-26-73) Ext: N/2 Sec. 9 (R-10042, 12-28-93) Ext: 54/4 Sec. 10 (R-10343, 412/195) Ext: SwA and w/2 SE14 (R-11444, 8-31-00)