

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

**IN THE MATTER OF THE HEARING  
CALLED BY THE OIL CONSERVATION  
DIVISION TO CONSIDER:**

**CASE NO. 15926**

**APPLICATION OF MEWBOURNE OIL COMPANY FOR A NON-STANDARD  
OIL SPACING AND PRORATION UNIT AND COMPULSORY POOLING, LEA  
COUNTY, NEW MEXICO.**

**CASE NO. 15971**

**APPLICATION OF PRIME ROCK RESOURCES, LLC FOR A NON-STANDARD  
SPACING AND PRORATION UNIT AND COMPULSORY POOLING, LEA  
COUNTY, NEW MEXICO.**

**ORDER NO. R-14741**

**ORDER OF THE DIVISION**

**BY THE DIVISION:**

These cases came on for hearing at 8:15 a.m. March 8, 2018 at Santa Fe, New Mexico, and again on May 3, 2018, before Examiner Michael A. McMillan.

NOW, on this 15th day of June 2018, the Division Director, having considered the testimony, the record and the recommendations of Examiner,

**FINDS THAT:**

(1) Due public notice has been given, and the Division has jurisdiction of the cases and of the subject matter.

(2) Cases No. 15926 and 15971 were consolidated at the hearing for testimony and one order will be issued.

(3) Mewbourne Oil Company ("Mewbourne"), seeks approval of a non-standard, 320-acre, non-standard oil spacing and proration unit ("the Unit") in the Bone Spring formation, Red Tank; Bone Spring Pool (Pool Code 51683) underlying E/2 W/2 of Section 20, and E/2 W/2 of Section 29, all in Township 21 South, Range 32 East, NMPM, Lea County, New Mexico. Mewbourne further seeks an order pooling all uncommitted interests within the Unit in the Bone Spring.

(4) The Unit will be dedicated to the Applicant's Caper 20 29 B2CN Federal Com Well No. 1H (the "proposed well"; API No. 30-025-Pending), a horizontal well to be



drilled from a surface location 360 feet from the South line and 2000 feet from the West line, Unit N, of Section 17, to a terminus or bottom hole location 330 feet from the South line and 1980 feet from the West line, Unit N, of Section 29, all in Township 21 South, Range 32 East. The location of the completed interval of the proposed well will be orthodox within the Unit.

(5) The proposed well is within the Red Tank; Bone Spring Pool (Pool Code 51683), and is subject to Division Rule 19.15.15.9(A) NMAC, which provides for 330-foot setbacks from the unit boundaries and standard 40-acre units each comprising a governmental quarter-quarter section. The proposed Unit and project area consists of eight adjacent quarter-quarter sections oriented north to south.

(6) Prime Rock Resources, LLC ("Prime Rock"), seeks approval in Case No. 15971 of the same Unit [described above] as being proposed by Mewbourne; however, the Unit would be dedicated to the proposed Olive Woolly Bugger 20 29 Federal Com Well No. 1H (API No. 30-025-Pending) which would be drilled from a surface location in Unit N of Section 17 to a bottom-hole location in Unit N of Section 29. Prime Rock seeks in Case No. 15971 to pool all uncommitted interests within that Unit.

(7) Prime Rock and Mewbourne reached consensus prior to the hearing on May 3<sup>rd</sup>, 2018 and the parties agreed for Mewbourne to operate its proposed well and the Unit. Prime Rock is no longer subject to compulsory pooling in Case No. 15926 and Case No. 15971 should be dismissed.

(8) Fasken Acquisition 02, Ltd entered an appearance in support of Mewbourne. No other party appeared in these cases, or otherwise opposed the granting of the application by Mewbourne ("Applicant").

(9) Applicant appeared at the hearing through counsel and presented evidence to the effect that:

- (a) the Bone Spring in this area is suitable for development by horizontal drilling;
- (b) the proposed orientation of the horizontal wells from north to south is appropriate for the Unit;
- (c) all quarter sections to be included in the Unit are expected to be productive in the Bone Spring formation, so that the Unit as requested will not impair correlative rights;
- (d) the proposed well is within the Secretary's defined potash area and on a drilling island;
- (e) the Bureau of Land Management prefers one operator drilling from a drilling island to a certain formation;
- (f) Applicant has most of the interest owners subject to a voluntary agreement within the Unit;



- (g) Applicant stated during the March 8<sup>th</sup> hearing that it is in the process of negotiating a voluntary agreement with Prime Rock Resources, LLC;
- (h) notice by certified mail was provided to all uncommitted interest owners in the proposed Unit whose interests were evidenced by a conveyance instrument, either of record or known to Applicant when the Application was filed, and to heirs known to Applicant of deceased persons who appear as owners in such instruments; and
- (i) those potentially affected parties whose whereabouts could not be ascertained were noticed by publication as provided in Rule 19.15.4.12.B NMAC.

#### **The Division Concludes**

(10) Approval of the proposed non-standard unit will enable Applicant to drill a horizontal well that will efficiently produce the reserves underlying the Unit, thereby preventing waste, and protecting correlative rights.

(11) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(12) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.

(13) There are interest owners in the Unit that have not agreed to pool their interests.

(14) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas in the Bone Spring formation within the Unit.

(15) Mewbourne Oil Company should be designated the operator of the proposed well and of the Unit.

(16) To ensure protection of correlative rights, any pooled working interest owner whose address is known should be notified and have an opportunity to protest before the Division grants any extension of the time provided herein for commencing drilling.

(17) Infill wells within the Unit should be subject to Division Rules 19.15.13.9 NMAC through 19.15.13.10 NMAC and to the terms and conditions of this order.

(18) Any pooled working interest owner who does not pay its share of estimated



well costs for any well in advance should have withheld from production its share of reasonable well costs of such well plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

(19) Reasonable charges for supervision (combined fixed rates) should be fixed at \$8,000 per month, per well, while drilling and \$800 per month, per well, while producing, provided that these rates should be adjusted annually pursuant to the COPAS form titled "*Accounting Procedure-Joint Operations.*"

**IT IS THEREFORE ORDERED THAT:**

(1) The application of Prime Rock Resources, LLC in Case No. 15971 is hereby dismissed.

(2) Pursuant to the application of Mewbourne Oil Company in Case No. 15926, a non-standard 320-acre oil spacing and proration unit ("the Unit") is hereby established for oil and gas production from the Bone Spring formation, Red Tank; Bone Spring Pool (Pool Code 51683) underlying the E/2 W/2 of Section 20, and the E/2 W/2 of Section 29, all in Township 21 South, Range 32 East, NMPM, in Lea County, New Mexico.

(3) All uncommitted interests, whatever they may be, in the oil and gas in the Bone Spring formation underlying the Unit, are hereby pooled.

(4) The Unit shall be dedicated the Applicant's Caper 20 29 B2CN Federal Com Well No. 1H (the "proposed well"; API No. 30-025-Pending), a horizontal well to be drilled from a surface location 360 feet from the South line and 2000 feet from the West line, Unit N, of Section 17, to a terminus or bottom hole location 330 feet from the South line and 1980 feet from the West line, Unit N of Section 29, all in Township 21 South, Range 32 East. The completed interval of the subject well within the Unit is orthodox.

(5) The operator of the Unit shall commence drilling the proposed well on or before June 30, 2019 and shall thereafter continue drilling the wells with due diligence to test the Bone Spring.

(6) In the event the operator does not commence drilling the proposed well on or before June 30, 2019 Ordering Paragraphs (2) and (3) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(7) The operator shall notify each pooled working interest owner for whom it has a valid address before it files with the Division any request for extension of the time to commence drilling and shall certify its compliance with this requirement in its request for extension. The Division may grant an extension at its discretion after 20-days from receipt of the request if no objection is received. Otherwise, the Division shall not grant the extension without a hearing.

(8) Unless the proposed well is drilled and completed within 120 days after commencement of the well, then Ordering Paragraphs (2) and (3) shall be of no further effect, and the unit created by this order shall terminate, unless operator appears before the



Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence. If the proposed well is not completed in all quarter-quarter sections included in the Unit within 120 days after commencement of drilling, then the operator shall apply to the Division for an amendment to this Order to contract the Unit so that it includes only those quarter-quarter sections in which the well is completed.

(9) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled unit created by this order shall terminate unless this order has been amended to authorize further operations.

(10) Infill wells within the Unit shall be subject to the terms and conditions of this order.

(11) Mewbourne Oil Company (OGRID 14744) is hereby designated the operator of the well and of the Unit.

(12) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit separate itemized schedules of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(13) Within 30 days from the date the schedule of estimated well costs for any well is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above for any well shall remain liable for operating costs but shall not be liable for risk charges to the extent computed based on costs of such well. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph for shall thereafter be referred to as "non-consenting working interest owners."

(14) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs of each well within 90 days following completion of the proposed well. If no objection to the actual well costs for any well is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule for such well, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs for such well after public notice and hearing.

(15) Within 60 days following determination of reasonable well costs for any well, any pooled working interest owner who has paid its share of estimated costs of such well in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the



amount, if any, that the estimated well costs it has paid for such well exceed its share of reasonable well costs.

(16) The operator is hereby authorized to withhold the following costs and charges from each non-consenting working interest owner's share of production from each well:

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and
- (b) as a charge for the risk involved in drilling the well, 200% of the above costs.

(17) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs for such well.

(18) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$8,000 per month, per well, while drilling and \$800 per month, per well, while producing, provided that these rates shall be adjusted annually pursuant to the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from production from each well the proportionate share of both the supervision charges and the actual expenditures required for operating of such well, not in excess of what are reasonable, attributable to pooled working interest owners.

(19) During the cost recovery period, the operator shall furnish to the Division and to each known non-consenting pooled working interest owner, annually, and within 90 days after payout occurs, a schedule of all revenues attributable to each proposed well, and all charges for supervision and operating costs charged against such revenues. Operating costs shall include all reasonable costs actually incurred for the maintenance and operation of the well, except for "well costs" reported pursuant to requirements herein, that are properly chargeable to the joint account pursuant to COPAS procedures. If no objection to the operating costs is received by the Division, and the Division has not objected, within 45 days following receipt of any schedule, the costs shall be deemed to be the reasonable operating costs. If there is an objection to the accuracy or reasonableness of operating costs reported within the 45-day period, the Division will determine reasonable operating costs after public notice and hearing.

(20) Except as provided in the foregoing paragraphs, all proceeds from production from the well that are not disbursed for any reason shall be held for the account of the person or persons entitled thereto pursuant to the Oil and Gas Proceeds Payment Act (NMSA 1978 Sections 70-10-1 through 70-10-6, as amended). If not disbursed, such proceeds shall be turned over to the appropriate authority as and when required by the Uniform Unclaimed Property Act (NMSA 1978 Sections 7-8A-1 through 70-8A-31, as amended).

(21) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any costs that are to be paid out of production shall be



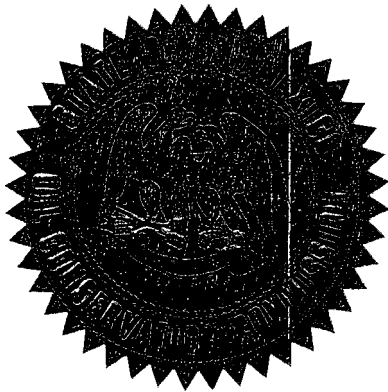
withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

(22) Should all the parties to this compulsory pooling order reach voluntary agreement after entry of this order, this order shall thereafter be of no further effect.

(23) The operator of the wells and Unit shall notify the Division in writing of the subsequent voluntary agreement of any party subject to the compulsory pooling provisions of this order.

(24) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.



STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION

A handwritten signature in black ink, appearing to read "Heather Riley".

HEATHER RILEY  
DIRECTOR

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