KAREN AUBREY

ALSO ADMITTED IN ARIZONA

ATTORNEY AT LAW 236 Montezuma SANTA FE, NEW MEXICO 87501

Telephone (505) 982-4287 Telefax (505) 986-8349

July 6, 1993

; 1093

10776

William J. LeMay, Director New Mexico Oil Conservation Division P.O. Box 2088 Santa Fe NM 87504-2088

> Re: Drum Energy Corporation Application for Compulsory Pooling, Lea County, New Mexico

Dear Mr. LeMay:

Enclosed is an Application for Compulsory Pooling which I am filing on behalf of Drum Energy Corporation. Please set this matter for hearing on July 29, 1993.

By copy of this letter we are notifying the nonconsenting working interest owners of their right to enter an appearance and present testimony in support of or in opposition to the Application.

Sincerely, Karen Aubrey

ka/hg

xc: Parties listed in Paragraphs 5 of Application by Certified Mail, return receipt requested

and

David Mussett Drum Energy Corporation



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M Q PS Form 38111, November 1990 +U.S. GPO: 1991-287-089 **.** , ch $\bullet\,$ Print your name and address on the reverse of this form so that we can return this card to you. ç Write "Return Receipt Requested" on the Complete items 1 and/or 2 for additional services. Complete items 3, and 4a & b. The Return Receipt Fee will provide yob and the date of delivery. Attach this form to the front of the mailplece, or on the back if space Signature (Agent) Signature (Addressee) Article Addressed to: not permit Tulsa OK 741.19 Charles Liee and Elnima Lee 210 M. Degver Ave 1 - 1 gie ilpiece below the article number (4)2) (4)2) ature of the person delivered ŝ MD 0 õ 8. Addressee's Address (Only if requested and fee is paid) 7. Date of Delivery Express Mail 4b. Service Type ☐ Registered 4a. Article Number Certified DOMESTIC RETURN RECEIPT fee): Consult postmaster for fee following services (for an extra 2. 🗌 Restricted Delivery t also wish to 1. Addressee's Address Insured
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is your <u>RETURN ADDRESS</u> completed on the reverse side?

SENDER:

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receive the

right of the return address.

Thank you for using **Return Receipt Service.**

KAREN AUBREY

ALSO ADMITTED IN ARIZONA

ATTORNEY AT LAW 236 MONTEZUMA SANTA FE NEY MOXICO 87501

Telephone (505) 982-4287 Telefax (505) 986-8349

Mr. Michael Stogner Hearing Examiner New Mexico Oil Conservation Division State Land Office Building 310 Old Santa Fe Trail Santa Fe, NM 87501

HAND DELIVERED

Re: Application of Drum Energy Corporation for Compulsory Pooling, Lea County New Mexico NMOCD Case No. 10776

Dear Mr. Stogner:

I enclose Drum Energy Corporation's Exhibit 2A which we are submitting at Mr. Stovall's request. This exhibit contains copies of Mr. Alexander's telephone logs, correspondence, and notes reflecting Mr. Alexander's contact with and efforts to locate the working interest owners in the proposed proration unit.

The record should reflect that we offered this exhibit and that it was admitted into evidence at the hearing.

While we are happy to submit this documentation, we in no way are conceding that our June 11, 1993 request for voluntary participation was inadequate or untimely, nor do we understand that Mr. Stovall suggested that it was defective in any way.

Mainay Sincerely. Kåren Aubrev

ka/mm xc: David Mussett Drum Energy

KAREN AUBREY

ALSO ADMITTED IN ARIZONA

ATTORNEY AT LAW 236 Montezuma SANTA FE, NEW MEXICO 87501

Telephone (505) 982-4287 Telefax (505) 986-8349

August 9, 1993

Mr. Michael Stogner Hearing Examiner New Mexico Oil Conservation Division 310 Old Santa Fe Trail Santa Fe, NM 87501

Hand Delivered

- 9 Jaco ML COMERCIES

Re: Drum Energy Corporation Case No. 10776

Dear Mr. Stogner:

I enclose a Proposed Order for your use in the above captioned matter. In addition, I enclose, at your request, copies of the C-101 and C-102 which were filed on August 4, 1993 with the Hobbs Division, showing the staked, standard location as 1740 FWL and 990 FSL. I would appreciate it if you would incorporate this location into the Order of the Division.

In addition, I enclose the original envelope, unopened, with the green certified mail card still attached, mailed to Charles and Emma Lee on July 6, 1993, and returned "unclaimed". This was not received in my office until August 5, 1993. It must have been in the 80,000 pieces of unsorted mail which the newspaper says are languishing at the Santa Fe post office. I would appreciate it if you would supplement Drum's Exhibit 4 with this document.

If you have any questions, or if I may provide additional information to you, please do not hesitate to call.

Sincerelv. lectneez Karen Aubrev

ka/mm enclosures as stated xc: David Mussett

 Submit to Appropriate District Office State Lease – 6 copies Fee Lease – 5 copies 	Lease - 5 copies Lease - 5 copies CRICT J Box 1980, Hobbs, NM 88240 CRICT J Box 1980, Hobbs, NM 88240 CRICT J				Form C-101 Revised 1-1-89		
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DISTRICT III				6. State Oil & Gas Lease			
1000 Rio Brazos Rd., Azte		TO DRILL, DEEPEN, C					
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•	gy Corporation			8. Well No.			
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Submit to Appropriate District Office State Lease - 4 copies Fee Lease - 3 copies

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DISTRICT I P.O. Box 1980, Hobbs, NM 88240

DISTRICT II P.O. Drawer DD, Artesia, NM 88210

DISTRICT III 1000 Rio Brazos Rd., Aztec, NM 87410

State of New Mexico Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

P.O. Box 2088

Santa Fe, New Mexico 87504-2088

WELL LOCATION AND ACREAGE DEDICATION PLAT

All Distances must be from the outer boundaries of the section

perator				Lease		<u>.</u>		Well No.
Drum Ene	rgv (Corporation		Fran	<u>cis Evel</u>	vn		1
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STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

3: DECEVE G-91993

CASE NO. 10776

APPLICATION OF DRUM ENERGY CORPORATION FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO

PROPOSED ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8:15 a.m. on July 29, 1993, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

NOW, on this _____day of August, 1993, the Division Director, having considered the testimony, the record and the recommendations of the examiner, and being fully advised in the premises,

FINDS THAT:

(1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.

(2) The applicant, Drum Energy Corporation, seeks an order pooling all mineral interests from the surface to the base of the Blinebry formation, House Blinebry Pool, or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 of Section 35, T.19S., R.38 E., N.M.P.M., Lea County, New Mexico., or a standard 40 acre oil spacing and proration unit consisting of the SE/4SW/4 of Section 35, T. 19S., R. 38. E. N.M.P.M, Lea County

(3) The applicant has the right to drill and proposes to drill a well at a standard location thereon.

(4) There are interest owners in the proposed proration unit who have not agreed to pool their interests.

(5) To avoid the drilling of unnecessary wells, to protect correlative rights, to prevent waste and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense a just and fair share of the hydrocarbons from any pool affected by this order, the subject application should be approved by pooling all mineral interests, whatever they may be, within said unit.

(6) That Drum Energy Corporation should be designated the operator of the subject well and unit.

(7) Any non-consenting working interest owner should be afforded the opportunity to pay a proportionate share of estimated well costs to the operator in lieu of paying those costs out of production.

(8) Any non-consenting working interest owner who does not pay that share of estimated well costs should have withheld from production a proportionate share of reasonable well costs plus an additional 200 percent thereof as a reasonable charge for the risk involved in the drilling of the well.

(9) All non-consenting interest owners should be afforded the opportunity to object to the actual well costs, but actual well costs should be adopted as the reasonable well costs in the absence of such objection.

(10) Following determination of reasonable well costs, any non-consenting working interest owner who has paid a proportionate share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.

(11) \$4311.00 per month while drilling and \$550.00 per month while producing should be fixed as reasonable charges for supervision (combined fixed rates); the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.

(12) All proceeds from production from subject well which are not disbursed for any reason should be placed in escrow in Lea County to be paid to the true owner thereof upon demand and proof of ownership.

(13) Upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before_____,

1993, the order pooling said unit should become null and void and of no further effect whatsoever.

(14) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order should thereafter be of no further effect.

(15) The operator of the well and unit should notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) All mineral interests, whatever they may be, from the surface to the base of the Blinebry formation, House Blinebry Pool or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 Section 35, T19S., R.389 E., N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 160-acre gas spacing, or a standard 40-acre oil spacing and proration unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 160-acre gas and all formations and pools developed on 40-acre oil spacing, within said vertical extent which presently includes but is not necessarily limited to the House Blinebry Pool. Said unit is to be dedicated to a well to be drilled at a standard well location thereon.

<u>PROVIDED HOWEVER THAT</u>, the operator of said unit shall commence the drilling of said well on or before the ______ day of ______, 1993 and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Blinebry formation.

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the ______ day of ______, 1993, Decretory Paragraph No. (1) of this order shall be null and void and of no effect whatsoever, unless said operator obtains a time extension from the Division for good cause shown.

<u>PROVIDED FURTHER THAT</u>, should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Decretory Paragraph No. (1) of this order should not be rescinded.

(2) Drum Energy Corporation is hereby designated the operator of the subject well and unit.

(3) After the effective date of this order and within 90 days prior to commencing said well, the operator shall furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.

(4) Within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay a proportionate share of estimated well costs to the operator in lieu of paying that share of reasonable well costs out of production, and any such owner who pays that share of estimated well costs, as provided above, shall remain liable for operating costs but shall not be liable for risk charges.

(5) The operator shall furnish the Division and each known working interest owner an itemized schedule of actual well actual well costs within 90 days following completion of the well; if no objection to the actual well costs is received by the Division, and the Division has not objected within 45 days following receipt of said schedule, the actual well costs shall be reasonable well costs; provided however, if there is an objection to actual well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.

(6) Within 60 days following determination of reasonable well costs, any nonconsenting working interest owner who has paid a proportionate share of estimated costs in advance as provided above, shall pay to the operator a pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator a pro rata share of the amount that estimated well costs exceed reasonable well costs.

(7) The operator is hereby authorized to withhold the following costs and charges from production:

(a) The pro rata share of reasonable well costs attributable to each nonconsenting working interest owner who has not paid a proportionate share of estimated well costs within 30 days from the data the schedule of estimated well costs is furnished; and

(b) As a charge for the risk involved in the drilling of the well, 200 percent

of the pro rata share of reasonable well costs attributed to each nonconsenting working interest owner who has not paid her/his share of estimated well costs within days from the data the schedule of estimated well costs is furnished. (8) The operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.

(9) \$4311.00 per month while drilling and \$550.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of such share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.

(10) 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 the terms of this order.

(11) Any well costs or charges which are to be paid out of production shall be withheld only from the working interest's share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

(12) All proceeds from production from subject well which are not disbursed for any reason shall be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.

(13) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

(14) The operator of the subject well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

(15) Jurisdiction of this cause 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

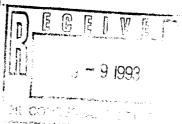
WILLIAM J. LEMAY Director

SEAL

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

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

CASE NO. 10776



APPLICATION OF DRUM ENERGY CORPORATION FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO

PROPOSED ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8:15 a.m. on July 29, 1993, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

NOW, on this _____day of August, 1993, the Division Director, having considered the testimony, the record and the recommendations of the examiner, and being fully advised in the premises,

FINDS THAT:

(1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.

(2) The applicant, Drum Energy Corporation, seeks an order pooling all mineral interests from the surface to the base of the Blinebry formation, House Blinebry Pool, or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 of Section 35, T.19S., R.38 E., N.M.P.M., Lea County, New Mexico., or a standard 40 acre oil spacing and proration unit consisting of the SE/4SW/4 of Section 35, T. 19S., R. 38. E. N.M.P.M, Lea County

(3) The applicant has the right to drill and proposes to drill a well at a standard location thereon.

(4) There are interest owners in the proposed proration unit who have not agreed to pool their interests.

(5) To avoid the drilling of unnecessary wells, to protect correlative rights, to prevent waste and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense a just and fair share of the hydrocarbons from any pool affected by this order, the subject application should be approved by pooling all mineral interests, whatever they may be, within said unit.

(6) That Drum Energy Corporation should be designated the operator of the subject well and unit.

(7) Any non-consenting working interest owner should be afforded the opportunity to pay a proportionate share of estimated well costs to the operator in lieu of paying those costs out of production.

(8) Any non-consenting working interest owner who does not pay that share of estimated well costs should have withheld from production a proportionate share of reasonable well costs plus an additional 200 percent thereof as a reasonable charge for the risk involved in the drilling of the well.

(9) All non-consenting interest owners should be afforded the opportunity to object to the actual well costs, but actual well costs should be adopted as the reasonable well costs in the absence of such objection.

(10) Following determination of reasonable well costs, any non-consenting working interest owner who has paid a proportionate share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.

(11) \$4311.00 per month while drilling and \$550.00 per month while producing should be fixed as reasonable charges for supervision (combined fixed rates); the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.

(12) All proceeds from production from subject well which are not disbursed for any reason should be placed in escrow in Lea County to be paid to the true owner thereof upon demand and proof of ownership.

(13) Upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before_____,

1993, the order pooling said unit should become null and void and of no further effect whatsoever.

(14) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order should thereafter be of no further effect.

(15) The operator of the well and unit should notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) All mineral interests, whatever they may be, from the surface to the base of the Blinebry formation, House Blinebry Pool or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 Section 35, T19S., R.389 E., N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 160-acre gas spacing, or a standard 40-acre oil spacing and proration unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 160-acre gas and all formations and pools developed on 160-acre gas spacing, or a standard 40-acre oil spacing and proration unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 40-acre oil spacing, within said vertical extent which presently includes but is not necessarily limited to the House Blinebry Pool. Said unit is to be dedicated to a well to be drilled at a standard well location thereon.

<u>PROVIDED HOWEVER THAT</u>, the operator of said unit shall commence the drilling of said well on or before the ______ day of ______, 1993 and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Blinebry formation.

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the ______ day of ______, 1993, Decretory Paragraph No. (1) of this order shall be null and void and of no effect whatsoever, unless said operator obtains a time extension from the Division for good cause shown.

<u>PROVIDED FURTHER THAT</u>, should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Decretory Paragraph No. (1) of this order should not be rescinded.

(2) Drum Energy Corporation is hereby designated the operator of the subject well and unit.

(3) After the effective date of this order and within 90 days prior to commencing said well, the operator shall furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.

(4) Within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay a proportionate share of estimated well costs to the operator in lieu of paying that share of reasonable well costs out of production, and any such owner who pays that share of estimated well costs, as provided above, shall remain liable for operating costs but shall not be liable for risk charges.

(5) The operator shall furnish the Division and each known working interest owner an itemized schedule of actual well actual well costs within 90 days following completion of the well; if no objection to the actual well costs is received by the Division, and the Division has not objected within 45 days following receipt of said schedule, the actual well costs shall be reasonable well costs; provided however, if there is an objection to actual well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.

(6) Within 60 days following determination of reasonable well costs, any nonconsenting working interest owner who has paid a proportionate share of estimated costs in advance as provided above, shall pay to the operator a pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator a pro rata share of the amount that estimated well costs exceed reasonable well costs.

(7) The operator is hereby authorized to withhold the following costs and charges from production:

(a) The pro rata share of reasonable well costs attributable to each nonconsenting working interest owner who has not paid a proportionate share of estimated well costs within 30 days from the data the schedule of estimated well costs is furnished; and

(b) As a charge for the risk involved in the drilling of the well, 200 percent

of the pro rata share of reasonable well costs attributed to each nonconsenting working interest owner who has not paid her/his share of estimated well costs within days from the data the schedule of estimated well costs is furnished. (8) The operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.

(9) \$4311.00 per month while drilling and \$550.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of such share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.

(10) 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 the terms of this order.

(11) Any well costs or charges which are to be paid out of production shall be withheld only from the working interest's share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

(12) All proceeds from production from subject well which are not disbursed for any reason shall be placed in escrow in Lea County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.

(13) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

(14) The operator of the subject well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

(15) Jurisdiction of this cause 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

WILLIAM J. LEMAY Director

SEAL

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

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

CASE NO. 10776



APPLICATION OF DRUM ENERGY CORPORATION LCONSERVATION OF DRUM ENERGY CORPORATION LCONSERVATION OF DRUM ENERGY CORPORATION LCONSERVATION OF DRUM ENERGY CORPORATION OF DRUM ENERGY ENERGY CORPORATION OF DRUM ENERGY ENER

PROPOSED ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8:15 a.m. on July 29, 1993, at Santa Fe, New Mexico, before Examiner Michael E. Stogner.

NOW, on this _____day of August, 1993, the Division Director, having considered the testimony, the record and the recommendations of the examiner, and being fully advised in the premises,

FINDS THAT:

(1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.

(2) The applicant, Drum Energy Corporation, seeks an order pooling all mineral interests from the surface to the base of the Blinebry formation, House Blinebry Pool, or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 of Section 35, T.19S., R.38 E., N.M.P.M., Lea County, New Mexico., or a standard 40 acre oil spacing and proration unit consisting of the SE/4SW/4 of Section 35, T. 19S., R. 38. E. N.M.P.M, Lea County

(3) The applicant has the right to drill and proposes to drill a well at a standard location thereon.

(4) There are interest owners in the proposed proration unit who have not agreed to pool their interests.

(5) To avoid the drilling of unnecessary wells, to protect correlative rights, to prevent waste and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense a just and fair share of the hydrocarbons from any pool affected by this order, the subject application should be approved by pooling all mineral interests, whatever they may be, within said unit.

(6) That Drum Energy Corporation should be designated the operator of the subject well and unit.

(7) Any non-consenting working interest owner should be afforded the opportunity to pay a proportionate share of estimated well costs to the operator in lieu of paying those costs out of production.

(8) Any non-consenting working interest owner who does not pay that share of estimated well costs should have withheld from production a proportionate share of reasonable well costs plus an additional 200 percent thereof as a reasonable charge for the risk involved in the drilling of the well.

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(10) Following determination of reasonable well costs, any non-consenting working interest owner who has paid a proportionate share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.

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(12) All proceeds from production from subject well which are not disbursed for any reason should be placed in escrow in Lea County to be paid to the true owner thereof upon demand and proof of ownership.

(13) Upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before_____,

1993, the order pooling said unit should become null and void and of no further effect whatsoever.

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(15) The operator of the well and unit should notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

IT IS THEREFORE ORDERED THAT:

(1) All mineral interests, whatever they may be, from the surface to the base of the Blinebry formation, House Blinebry Pool or approximately 6,200 feet subsurface, whichever is deeper, forming a standard 160-acre gas spacing and proration unit consisting of the SW/4 Section 35, T19S., R.389 E., N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 160-acre gas spacing, or a standard 40-acre oil spacing and proration unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations unit consisting of the SE/4SW/4 Section 35, T19S, R38E. N.M.P.M., Lea County, New Mexico are hereby pooled for any and all formations and pools developed on 40-acre oil spacing, within said vertical extent which presently includes but is not necessarily limited to the House Blinebry Pool. Said unit is to be dedicated to a well to be drilled at a standard well location thereon.

<u>PROVIDED HOWEVER THAT</u>, the operator of said unit shall commence the drilling of said well on or before the ______ day of ______, 1993 and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Blinebry formation.

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the ______ day of ______, 1993, Decretory Paragraph No. (1) of this order shall be null and void and of no effect whatsoever, unless said operator obtains a time extension from the Division for good cause shown.

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(b) As a charge for the risk involved in the drilling of the well, 200 percent

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(10) 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 the terms of this order.

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(13) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

(14) The operator of the subject well and unit shall notify the Director of the Division in writing of the subsequent voluntary agreement of all parties subject to the force-pooling provisions of this order.

(15) Jurisdiction of this cause 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

WILLIAM J. LEMAY Director

SEAL

STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT





BRUCE KING GOVERNOR

ANITA LOCKWOOD CABINET SECRETARY POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING SANTA FE, NEW MEXICO 87504 (505) 827-5800

August 13, 1993

Karen Aubrey Attorney At Law 236 Montezuma Santa Fe, New Mexico 87501

RE: CASE NO. 10776 ORDER NO. R-9939

Dear Madam:

Enclosed herewith are two copies of the above-referenced Division order recently entered in the subject case.

Sincerely,

y Leichtle

Sally E. Jeichtle Administrative Secretary

cc: BLM - Carlsbad Steve Keene DRUM ENERGY

New Mexico Oil Conservation Division

State Land Office Building 310 Old Santa Fe Trail Santa Fe, NM 87501 P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

gner

Re: Compulsory Pooling Case No. 10776 Order No. R-9939

Gentlemen:

August 24, 1993

In accordance with referenced Order, please find enclosed an AFE itemizing estimated well costs.

Yours truly, DRUM ENERGY CORPORATION

By:

David R. Mussett, President

AUTHORITY FOR EXPENDITURE DRUM ENERGY CORP. HOUSE PROSPECT FRANCIS EVELYN #1

INTANGIBLE	PRODUCER	DRY HOLE
Abstract/Title opinion	\$ 6,000	\$ 6,000
Survey/Location/Damages	5,000	5,000
Drilling footage @ \$11.00	68,200	68,200
Rotary day work: 2 days @ \$4200	8,400	8,400
Pulling unit: 4 days @ \$1200	4,800	0,100
Drilling fluid &trucking	8,000	8,000
Drilling mud and chemicals	4,000	4,000
Surface csg. cement & hardware	4,000	4,000
Production csg. cement & DV tool	22,900	4,000
Pit lining	750	750
Mud logging	1,000	1,000
Open hole logging	5,600	5,600
Perforating	1,200	5,000
Acidizing	2,200	
Frac	25,000	
Engineering/Supervision		3,600
• • •	4,500	
Rental equipment	2,500	1,500
Trucking and forklift	4,000	2,500
Labor: surface installations	2,500	4 000
Overhead	1,500	1,200
Plugging (cement, dry hole marker, site restoration)		4,000
Contingencies: 10%	17,600	11,800
TOTAL INTANGIBLE	\$ 193,650	\$ 129,550
TANGIBLE		
Surface csg.: 1600 feet 8 5/8 @ \$8.00	12,800	12,800
Production csg.: 6200 feet 5 1/2 @ \$3.75	23,250	
Tubing: 6200 feet 2 7/8 @ \$2.25	13,950	
Rods: 6200 feet @ .90	5,580	
Downhole pump	1,200	
Wellhead	1,750	750
Flowlines and connections	2,000	
Tankage: (2) 300 steel, (1) 500 fiberglass	8,000	
Pumping unit and base	15,000	
Motor and controls	2,500	
Heater treater	2,500	
Electrification	3,500	
Contingincies: 10%	9,200	1,350
TOTAL TANGIBLE	\$ 101,230	\$ 14,900
Cash plugging bond:	7,500	
TOTAL	\$ 302,380	\$ 144,450

SIF PONDER CONTRACTOR

DRUM ENERGY

CORPORATION

David R. Mussett, President

'93 NO / 所 9 47 P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

October 27, 1993

William J. LeMay, Director William J. LeMay, Director New Mexico Oil Conservation Division State Land Office Building 310 Old Santa Fe Trail Santa Fe, NM 87501

Compulsory Pooling Case No. 10776, Order No. R-9939 RE:

Dear Mr. LeMay:

We have reached voluntary agreement with these parties who were subject to the above captioned order:

John P. Cox James N.Coll and Florence M. Coll Jon F. Coll and Mary R. Coll Max W. Coll, II and Martha M. Coll

Yours truly, DRUM ENERGY CORPORATION

By: David R. Mussett

DRUM ENERGY

O'L CONSER 4. Cros. Cros. RECE 440

'94 AP-15 AM 8 50

P.O. Box 2134 Midland, Texas 79702 915/684-9081 Fax 915/683-3520

April 11, 1994

New Mexico Oil Conservation Division State Land Office Building 310 Old Santa Fe Trail Santa Fe, NM 87501

> Re: Compulsory Pooling Case No. 10776 Order No. R-9939

Gentlemen:

In accordance with the referenced Order, please find enclosed an itemized schedule of actual well costs.

Yours truly, DRUM ENERGY CORPORATION

By:

David R. Mussett, President

DRUM ENERGY CORPORATION

voice No.	Invoice Da	te Vendor	Description	Amount
			·	Amount
3151 3-0118	6/23/93 7/6/93	Elliott & Waldron Title & Abstract Rudolph A. Woemdle, P.C.	Abstract Drilling title opinion	5,294.58 3,000.00
187	7/7/93	Karen Aubrey, Attorney	Compulsory pooling action	159.19
58 574	8/3/93 8/5/93	Karen Aubrey, Attorney King Surveying	Compulsory pooling action	1,735.75
53	9/3/93	Karen Aubrey, Attorney	Survery location Compulsory pooling action	242.97 437.77
24	10/4/93	Karen Aubrey, Attorney	Compulsory pooling action	74.90
	10/5/93	Joe Alexander, Landman	Compulsory pooling hearing, testimony	300.00
	11/1/93 11/1/93	N. E. Hall James Owens	Surface damages	3,000.00
796	11/2/93	Karen Aubrey, Attorney	Surface damages Compulsory pooling action	1,000.00 81.17
193-004	11/11/93	Globe Construction Company	Build location, pits	6,330.00
LS-247	11/19/93	Environmental Lining Services	Line, fence, flag pit	1,346.10
401 1304	11/19/93 11/22/93	Scarbrough Inc. Chaparral Service, Inc.	Valves and fittings Transport	519.93
30630-A	11/22/93	Atlas Sign Company	Safety signs	199.50 41.63
9763	11/23/93	Custom Welding	Cut off conductor, welding	135.68
1190 15466	11/23/93	Forklift Enterprises	Unload casing	332.31
453	11/23/93 11/24/93	Halliburton Energy Services S.I.W. Pipe & Supply, Inc.	Cement conductor casing Conductor and surface casing	2,006.02 13,929.50
895	11/24/93	Ralph's Welding	Cut off surface casing, welding	203.04
523 H	11/30/93	Rowland Trucking Co.	Brine water	3,052.48
2074-IN	11/30/93 11/30/93	Milford Pipe & Supply, Inc. Drum Energy Corp.	Poly pipe to pipe fresh water	1,212.30
742	12/2/93	Gunn's Enterprises	Drilling rate overhead Lay and connect water line	1,289.97 344.17
398	12/2/93	Gunn's Enterprises	Lay and connect water line	366.44
38560	12/3/93	Halliburton Energy Services	Cement surface casing	5,872.96
51754 1361	12/3/93 12/3/93	Waste Management Forklift Enterprises	Chemical toilet Unload 5 1/2" casing	24.38 332.31
35506	12/4/93	Schlumberger Well Services	Open hole logs	9,860.42
41615	12/4/93	Halliburton Energy Services	Cement production casing	20,966.91
31119401 905	12/4/93 12/5/93	Ely and Associates Raiph's Welding	Contract engineering	501.20
905)69	12/5/93	Raiph's weiding Rod Ric Corp.	Cut off & cap 5 1/2" casing Drilling contractor	135.36 82,413.22
187	12/6/93	S.I.W. Pipe & Supply, Inc.	Production casing	25,234.02
3345	12/7/93	Advance Consultants Corp.	Mud logging	4,105.85
454 3882	12/7/93 12/8/93	Gunn's Enterprises Callaway Safety Equipment	Trash trailer H2S Safety Compliance Pkg	371.22
571 H	12/8/93	Rowland Trucking Co.	H2S Safety Compliance Pkg. Brine water	718.68 1,015.06
420	12/10/93	Gunn's Enterprises	Clean, backdrag location	195.15
1948	12/14/93	Chaparral Service	Haul off drilling fluid	1,128.51
791 2063	12/15/93 12/19/93	Gunn's Enterprises Chaparral Service	Cement top of conductor Haul off drilling fluid	289.55 159.09
043	12/20/93	The McDaniel Co.	Tanks, heater treater, circ pmp, valves, fittings	109.09
9-164	12/21/93	Frank C. Strech Trucking	Transport battery	1,586.26
15043 2298	12/27/93	Rod Ric Corp.	Retip militooth bit	689.00
2296 70784	12/27/93 12/27/93	Chaparral Service, Inc. Waste Management	Haul fluid from pit Chemical toilet	142.65 48.76
293-038	12/27/93	Globe Construction	Build tank grade, gravel	1,635.25
538	12/27/93	Permian Fabrication & Service	Separator, valves, stairway	1,667.11
538 \$2783	12/27/93 12/31/93	Permian Fabrication & Service Watson Truck & Supply	Prep used tanks, deliver & set separator Sample bags	2451.82 53.03
-2100	12/31/93	Drum Energy Corp.	Drilling rate overhead	4,300.00
912	1/4/94	Horizon Mud Company	Drilling mud & chemicals	4,788.12
930 044	1/4/94	Ralph's Welding	Weld on 5 1/2" belinipple	135.36
044 053	1/5/94 1/5/94	Gunn's Enterprises Gunn's Enterprises	Install firetube and manway Rebuild, sandblast, coat firetube	236.2 844.25
054	1/5/94	Gunn's Enterprises	Sandblast, coat treater	844.20 848.50
055	1/5/94	Gunn's Enterprises	Clean out & hook up treater	244.69
051 NA0194-10	1/6/94 1/6/94	The McDaniel Co. T & C Tank Rental & Anchor	200 jts. 2 3/8" tubing	9,339.28
NAU194-10 56886	1/6/94	I & C lank Hental & Anchor Schlumberger Well Services	Guyline anchors and intallation Log and perforate	602.08 2,184.35
1788	1/6/94	Forklift Enterprises	Unload 2 3/8" tubing	2,184.35 302.10
15595	1/7/94	Halliburton Energy Services	Treating packer rental	1,051.55
2612 065	1/8/94 1/11/94	Chaparral Service Gunn's Enterprises	Haul solids from reverse pit Cement around casing, fill cellar	1,118.96
лар 177	1/11/94	Gunn's Enterprises	Cement around casing, fill cellar Hook up flowline and gas lines	181.05 141.27
2750	1/12/94	Chaparral Service	Empty reserve pit	173.94
924	1/14/94	Energy Group of NM	Rental equipment	1,578.75
5558 089	1/1 4/94 1/1 4/94	Tommy White Supply Gunn's Enterprises	Tank net Work on battery connections	63.03 181.05
40011-A	1/16/94	Atlas Sign	Work on battery connections Well signs	181.05 109.95
94003	1/17/94	Tyler Well Service	Pulling unit, completion	8,770.23
2942	1/20/94	Chaparral Service	Empty treater	161.75
4435 127	1/21/94 1/21/94	Eunice Well Servicing Gunn's Enterprises	Swab unit Work on battery	2,408.90
129	1/21/94	Gunn's Enterprises	Work on battery	422.44
01026	1/21/94	Two-State Tank Rental	Frac tank rentals	1,881.87
274 H 3029	1/21/94 1/24/94	Rowland Trucking Co. Chaparral Service	Empty pit	253.87
3029 1335	1/24/94 1/25/94	Chaparral Service Lea Fishing Tools	Empty pit Reverse unit	171.03 1,380.54
1336	1/25/94	Lea Fishing Tools	Stripper head rental	257.56
03873	1/26/94	Acid Engineering (NOWSCO)	Fracture treatment	34,361.95
03874 404 H	1/26/94 1/26/94	Acid Engineering (NOWSCO) Rowland Trucking Co.	Acid treatment Empty pits & frac tanks, KCL wtr	2,652.52
	1/20/94	O. T. Maxweli	Drilling & comp supervision/eng	4,706.40 5,340.00
66708	1/31/94	Leamco-Ruthco	Move and install pumping unit	1,135.42
42783	1/31/94	Watson Truck & Supply	Pipe dope, perf sub, tbg cplg, bullplg	413.36
01-94	1/31/94 2/1/94	Drum Energy Corp. Tomsco Energy	Drilling rate overhead Lufkin 160 pumping unit	4,300.00 6,894.06
2400	2/1/94	Packer Sales & Rental	Rental on production packer	1,187.20
3561	2/1/94	Pacific Pumps	Gas anchor, parts	138.28
008	2/2/94	Energy Group of NM	BOP, matting boards	631.61
171 56746	2/4/94 2/7/94	Gunn's Enterprises Leamco-Ruthco	Roustabout Work on PU	120.70 109.71
40119402	2/7/94	Ely and Associates	Engineering services	1,869.62
1748	2/8/94	Gary Electric	Bring electricity to well	6,618.16
40315	2/9/94	D A & S Oil Well Servicing	Pulling unit, completion	2,028.38
3613	2/10/94 2/10/94	Martin Pumping Service Pacific Pumps	Downhole pump Pump repairs	530.00 335.43
3613 20	2/10/94 2/11/94	Pacific Pumps Permian Pump & Supply	Pump repairs Valve, fittings	335.42 312.14
1755	2/14/94	Gary Electric	Electrify circulating pump at battery	843.09
6806	2/28/94	ICO	Sucker rods	4,563.70
	2/28/94	O. T. Maxwell	Completion supervision	350.00
42783	2/28/94 2/28/94	Bituminous Casualty Watson Truck & Supply	General public liability insurance Parts	374.75 863.80
	2/28/94	Drum Energy Corp.	Drilling rate overhead	863.80 716.65
610	3/3/94	Scarbrough, Inc.	Csg & well heads, valves, fittings	5,824.42
3856	3/11/94	Elliott & Waldron Title & Abstract	Supplemental abstract	342.78
94-016	3/14/94	Globe Construction	Bury pits	3,052.25