

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 FOR THE PURPOSE OF
CONSIDERING:

CASE NO. 11022
ORDER NO. R-10171

**APPLICATION OF BASS ENTERPRISES PRODUCTION COMPANY FOR
COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8:15 a.m. on July 21, 1994 at Santa Fe, New Mexico, before Examiner Jim Morrow.

NOW, on this 18th day of August, 1994 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, Bass Enterprises Production Company (Bass), seeks an order pooling all mineral interests from the surface to the base of the Morrow Formation, underlying the S/2 of Section 12, Township 22 South, Range 30 East, NMPM, Eddy County, New Mexico, forming a standard 320-acre gas spacing and proration unit for any and all formations and/or pools developed on 320-acre spacing within said vertical extent which presently includes but is not necessarily limited to the Undesignated Northeast Livingston Ridge-Atoka Gas Pool and the Undesignated Cabin Lake-Morrow Gas Pool.

(3) The applicant has the right to drill and proposes to drill its James Ranch Unit Well No.70 at a standard gas well location 660 feet from the South line and 1980 feet from the East line (Unit O) of said Section 12, and to dedicate said 320-acre unit to the well. The applicant also seeks designation as operator, as well as, consideration of drilling and completion costs, cost allocation, operating costs, charges for supervision, and risk penalties.

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

(5) A Bass witness submitted data to show that Bass controls 62.5% working interest in the proposed 320-acre unit. Phillips Petroleum Company has 25% (80 acres) and Mitchell Energy Corporation has 12.5% (40 acres). Bass is currently working with Phillips and Mitchell to obtain either voluntary agreements for pooling or farmouts.

(6) The proposed Bass well is approximately 1/2 mile Northwest of Mitchell Energy Corporation's Apache "13" Federal Well No.1. A "Type Log" from the Mitchell well was submitted to show the Atoka Sand and Morrow Sand objectives for the Bass Well.

(7) A Bass witness submitted structure and isopach maps for both the Morrow and the Atoka, which indicate that both formations will be productive at the proposed location.

(8) An AFE was submitted by Bass showing a dry hole cost of \$1,107,000 and total drilling and completion costs of \$1,594,000.

(9) The applicant proposed a risk penalty of 200%. Monthly fixed charges for supervision of \$6,000 per month while drilling and \$600 per month while producing were proposed. Approval to adjust these rates annually, using COPAS accounting procedures was also requested.

(10) Acreage and well location requirements for both pools referred to in finding paragraph (2) above, are those set out in Division General Rule 104.C.(2)(b) which provides for 320-acre spacing with wells not closer than 660 feet to the nearest side boundary, nor closer than 1980 feet to the nearest end boundary. The proposed location is therefore standard for both pools.

(11) A Phillips Petroleum Company representative appeared at the hearing to read and submit a letter of objection to the application. Phillips requested that the application be denied, indicating that Bass failed to attempt to reach voluntary agreement in a timely manner. If the Division approves the application, a 0% risk penalty against the Phillips interest was requested. In the alternative, Phillips requested a 60-day postponement of the hearing.

(12) Documents submitted by both Phillips and Bass indicate that the first Bass contact with both Phillips and Mitchell was on June 3, 1994. Non-consenting working interest owners should therefore have the right to pay their share of estimated well costs to the operator (in lieu of reasonable well costs out of production) within 60 days instead of the usual 30 days after they

receive the schedule of estimated well costs.

(13) 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 his just and fair share of the production from any pool resulting from this order, the application should be approved by pooling all mineral interests, whatever they may be, within said 320-acre unit.

(14) The applicant should be designated the operator of the subject well and unit.

(15) Any non-consenting working interest owner who does not pay his share of estimated well costs should have withheld from production his 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.

(16) Any non-consenting interest owner 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.

(17) Following determination of reasonable well costs, any non-consenting working interest owner who has paid his 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.

(18) \$6,000 per month while drilling and \$600 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 of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest. Such charges should be adjusted annually using approved COPAS accounting procedures.

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

(20) 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 November 1, 1994, the order pooling said unit should become null and void and of no further effect whatsoever.

(21) 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.

(22) 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 Morrow formation, underlying the S/2 of Section 12, Township 22 South, Range 30 East, NMPM, Eddy County, New Mexico, are hereby pooled to form a 320-acre gas spacing and proration unit for any and all formations and/or pools developed on 320-acre spacing which presently includes but is not limited to the Undesignated Northeast Livingston Ridge-Atoka Gas Pool and the Undesignated Cabin Lake-Morrow Gas Pool.

(2) Said unit is to be dedicated to the James Ranch Unit Well No. 70 to be drilled at a standard gas well location 660 feet from the South line and 1980 feet from the East line (Unit O) of said Section 12.

PROVIDED HOWEVER THAT, the operator of said unit shall commence the drilling of said well on or before the 1st day of November, 1994, and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Morrow formation.

PROVIDED FURTHER THAT, in the event said operator does not commence the drilling of said well on or before the 1st day of November, 1994, Decretory Paragraphs Nos. (1) and (2) 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.

PROVIDED FURTHER THAT, 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 Paragraphs Nos. (1) and (2) of this order should not be rescinded.

(3) Bass Enterprises Production Company is hereby designated the operator of the subject well and unit.

(4) After the effective date of this order and 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.

(5) Within 60 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 his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production and any such owner who pays his share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges.

(6) The operator shall furnish the Division and each known working interest owner an itemized schedule of 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 the 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.

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

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

- (a) The pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 60 days from the date the schedule of estimated well costs is furnished to him; 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 attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 60 days from the date the schedule of estimated well costs is furnished to him.
- (9) The operator shall distribute said costs and charges withheld from the production to the parties who advanced the well costs.
- (10) \$6000.00 per month while drilling and \$600.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); provided that this rate shall be adjusted on the first day of April of each year following the effective date of this order; that the adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in average weekly earnings of crude petroleum and gas production workers for the last calendar year compared to the preceding year as shown by The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, and the adjusted rates shall be the rates currently in use, plus or minus the computed adjustment; 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 actual expenditures required for operating such well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (11) 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.
- (12) 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 interest.
- (13) All proceeds from production from the subject well which are not disbursed for any reason shall be placed in escrow in Eddy 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.

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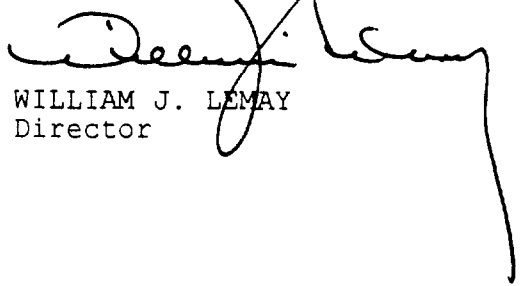
(14) Should all the parties to this force-pooling reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

(15) 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.

(16) 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

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