



New Mexico State Land Office

Oil and Gas Division

# Oil and Gas Leasing

2024



New Mexico State Land Office

# Oil and Gas Assignments

Transfer is not approved until signed  
by CPL

[illegible]

# Lease Assignment Coversheet Examples- Bad Example

## Lease Assignment Information Coversheet

The Commissioner of Public Lands may reject any assignment for a lease that is not in good standing or for other reasons pursuant to New Mexico State Land Office rules. See 19.2.100.41 NMAC. Approval of an assignment does not guarantee that a lease is in good standing with the New Mexico State Land Office. Attach additional sheets if necessary.

Only one copy of this coversheet is needed for each lease.

### PART 1: TO BE COMPLETED BY ASSIGNOR

☒ Full Assignment

☐ Partial Assignment

Review and complete the following for each lease to be assigned:

Lease number (and any assignment): E0-2863-4

Land description (Township, Range, Section, Quarter/Quarter): 01S, 01E, Section 1, Unit A, B, K, L

### SPILLS

Number of open spills reported to New Mexico Oil Conservation Division (OCD): 0

For any open spills, list RP number(s): N/A

Number of spills on lease (if any) not reported to OCD: N/A

Please provide a description of each unreported spill with as much information as available (date or time frame of spill, nature and volume of spill, location of spill, and any action taken to address spill), and any associated API/facility:

### ROYALTY and RENTAL PAYMENTS

Is Assignor current on royalty payments, yes or no? N/A

If no, how much is owed? N/A When will this amount be paid? N/A

Are rental payments current, yes or no? Yes

What is the annual rental payment on the lease? Unknown

### BONDING

Is Assignor currently bonded with the State Land Office, yes or no: No

If Yes, amount of bond(s) and name of surety: N/A

Is Assignor requesting the release of the bond, yes or no: No

### COMPLIANCE

Has Assignor received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO with respect to the lease at any point in time? NO

If Yes, describe (by reference to date, nature of action, etc.):

N/A

### INACTIVE WELLS

If Yes, number of total wells under Assignor's operatorship: N/A

Number of inactive wells under Assignor's operatorship: N/A

Number of inactive wells on the lease (inactive per OCD rule 19.15.25.8 NMAC): Unknown

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

Unknown

If any well(s) on the lease are operated by a party other than Assignor- what business relationship, if any, does Assignor have with the well operator(s):

No Affiliation

### OIL & GAS-RELATED INFRASTRUCTURE

Please detail all infrastructure on the lease (e.g. batteries, pits compressors, etc.):

Unknown

### PART 2: TO BE COMPLETED BY ASSIGNEE

(May be completed on a separate form)

### BUSINESS STATUS

If a corporate entity, is Assignee authorized by the New Mexico Secretary of State to do business in the State of New Mexico, yes or no? Yes

### ROYALTY PAYMENTS

Is Assignee current on any royalty payments due to the State Land Office, yes or no? Yes



# Lease Assignment Coversheet Examples- Bad Example

If no, how much is owed? \_\_\_\_\_ When will that amount be paid? \_\_\_\_\_

**BONDING**

Is Assignee currently bonded with the State Land Office, yes or no: Yes

If Yes, amount of bond(s) and name of surety: \$25,000 Mega Bond

**COMPLIANCE**

Has Assignee received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO within the past five years, yes or no? No

If Yes, describe (by reference to date, nature of action, etc.): \_\_\_\_\_

Is Assignee an operator of record of wells in New Mexico, on file with OCD, yes or no? Yes

**EXTENSIONS**

I have reviewed any applicable extensions to this lease and understand I must request a new extension, if applicable, to the assignment and am submitting one herewith. (Initial Here) WD

**INACTIVE WELLS**

If Yes, number of total wells under Assignee's operatorship 1550

Number of inactive wells under Assignee's operatorship 8

Number of inactive wells **on the lease** (inactive per OCD rule 19.15.25.8 NMAC): 0

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any well(s) on the lease are operated by a party other than Assignee - what business relationship, if any, does Assignee have with each such well operator(s):

\_\_\_\_\_  
\_\_\_\_\_

For each inactive well on the lease, detail plans to bring each the well into production or plug and abandon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OIL & GAS-RELATED INFRASTRUCTURE**

Is Assignee assuming liability for any and all infrastructure on the lease (including pits, ponds, compressors, tank batteries etc), yes or no? Yes

Acknowledgment: Assignee shall be liable for all infrastructure on a lease that is assigned to Assignee, regardless of whether the infrastructure is listed herein. Initial WD

**SPILLS**

Has Assignee reviewed the spill information contained in Part 1, yes or no? Yes

Has Assignee performed separate due diligence as to spills on the lease, yes or no? No

Acknowledgment: The State Land Office makes no representations as to any spills and/or releases currently on the lease by approving the assignment. The Assignee assumes all liability for any spills, releases, and reclamation of the lease. Initial WD

**CULTURAL PROPERTIES**

Assignee has reviewed and agrees to comply with the State Land Office's Cultural Properties Protection Rule (19.2.24 NMAC), yes or no? Yes

**Submitting incomplete and/or inaccurate coversheets may result in the rejection or delay of any assignment(s) submitted to the Land Office, along with any other remedy available to the Land Office.**

I hereby affirm and attest, under penalty of perjury, that \_\_\_\_\_  
(Assignor Company / Representative ) has performed reasonable due diligence concerning the lease(s) to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

# Lease Assignment Coversheet Examples- Bad Example

Bugs Bunny	ABC Oil and Gas, LLC
Name (Print or Type)	Assignor Company Name
Attorney in Fact	7/17/2024
Title	Date
BugsBunny@ABCoil&gasllc.com	
Email	
<i>I hereby affirm and attest, under penalty of perjury, that (Assignee Company / Representative ) has performed reasonable due diligence concerning the leases to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.</i>	
Donald Duck	
Signature	
Donald Duck	XYZ Production, Inc.
Name (Print or Type)	Assignee Company Name
XYZ Production, Inc.	7/7/2024
Title	Date
DonaldDuck@XYZProduction.com	
Email	

# Lease Assignment Coversheet Examples- Good Example

## Lease Assignment Information Coversheet

*The Commissioner of Public Lands may reject any assignment for a lease that is not in good standing or for other reasons pursuant to New Mexico State Land Office rules. See 19.2.100.41 NMAC. Approval of an assignment does not guarantee that a lease is in good standing with the New Mexico State Land Office. Attach additional sheets if necessary.*

*Only one copy of this coversheet is needed for each lease.*

### PART 1: TO BE COMPLETED BY ASSIGNOR

☒ Full Assignment ☐ Partial Assignment

Review and complete the following for each lease to be assigned:

Lease number (and any assignment): E0-2860-4

Land description (Township, Range, Section, Quarter/Quarter): 01S, 01E, Section 1, NW4SW4, S2, Lots 1-3

### SPILLS

Number of open spills reported to New Mexico Oil Conservation Division (OCD): 0

For any open spills, list RP number(s): N/A

Number of spills on lease (if any) not reported to OCD: N/A

Please provide a description of each unreported spill with as much information as available (date or time frame of spill, nature and volume of spill, location of spill, and any action taken to address spill), and any associated API/facility:  
N/A

### ROYALTY and RENTAL PAYMENTS

Is Assignor current on royalty payments, yes or no? Yes

If no, how much is owed? N/A When will this amount be paid? N/A

Are rental payments current, yes or no? Yes

What is the annual rental payment on the lease? \$140.00

### BONDING

Is Assignor currently bonded with the State Land Office, yes or no? Yes

If Yes, amount of bond(s) and name of surety: \$25,000 Mega Bond, US Specialty Insurance Company

Is Assignor requesting the release of the bond, yes or no? No

### COMPLIANCE

Has Assignor received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO with respect to the lease at any point in time?  
No

If Yes, describe (by reference to date, nature of action, etc.):  
N/A

### INACTIVE WELLS

If Yes, number of total wells under Assignor's operatorship: 3

Number of inactive wells under Assignor's operatorship: 0

Number of inactive wells on the lease (inactive per OCD rule 19.15.25.8 NMAC): 0

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

Carrots #001 - 30-025-01234

Cotton Tail #003 - 30-025-12345

Hopper #002 - 30-025-23456

If any well(s) on the lease are operated by a party other than Assignor- what business relationship, if any, does Assignor have with the well operator(s):

N/A

### OIL & GAS-RELATED INFRASTRUCTURE

Please detail all infrastructure on the lease (e.g. batteries, pits compressors, etc.):  
Unknown

### PART 2: TO BE COMPLETED BY ASSIGNEE

(May be completed on a separate form)

### BUSINESS STATUS

If a corporate entity, is Assignee authorized by the New Mexico Secretary of State to do business in the State of New Mexico, yes or no? Yes

### ROYALTY PAYMENTS

Is Assignee current on any royalty payments due to the State Land Office, yes or no? Yes

# Lease Assignment Coversheet Examples- Good Example

If no, how much is owed? \_\_\_\_\_ When will that amount be paid? \_\_\_\_\_

**BONDING**

Is Assignee currently bonded with the State Land Office, yes or no: Yes

If Yes, amount of bond(s) and name of surety: \$25,000 Mega Bond, RLI Insurance Company

**COMPLIANCE**

Has Assignee received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO within the past five years, yes or no? No

If Yes, describe (by reference to date, nature of action, etc.): \_\_\_\_\_

Is Assignee an operator of record of wells in New Mexico, on file with OCD, yes or no? Yes

**EXTENSIONS**

I have reviewed any applicable extensions to this lease and understand I must request a new extension, if applicable, to the assignment and am submitting one herewith. (Initial Here) JD

**INACTIVE WELLS**

If Yes, number of total wells under Assignee's operatorship 0

Number of inactive wells under Assignee's operatorship 0

Number of inactive wells **on the lease** (inactive per OCD rule 19.15.25.8 NMAC): 0

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:  
\_\_\_\_\_  
\_\_\_\_\_

If any well(s) on the lease are operated by a party other than Assignee - what business relationship, if any, does Assignee have with each such well operator(s):  
\_\_\_\_\_  
\_\_\_\_\_

For each inactive well on the lease, detail plans to bring each the well into production or plug and abandon:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OIL & GAS-RELATED INFRASTRUCTURE**

Is Assignee assuming liability for any and all infrastructure on the lease (including pits, ponds, compressors, tank batteries etc), yes or no? Yes

Acknowledgment: Assignee shall be liable for all infrastructure on a lease that is assigned to Assignee, regardless of whether the infrastructure is listed herein. Initial JD

**SPILLS**

Has Assignee reviewed the spill information contained in Part 1, yes or no? Yes

Has Assignee performed separate due diligence as to spills on the lease, yes or no? Yes

Acknowledgment: The State Land Office makes no representations as to any spills and/or releases currently on the lease by approving the assignment. The Assignee assumes all liability for any spills, releases, and reclamation of the lease. Initial JD

**CULTURAL PROPERTIES**

Assignee has reviewed and agrees to comply with the State Land Office's Cultural Properties Protection Rule (19.2.24 NMAC), yes or no? Yes

**Submitting incomplete and/or inaccurate coversheets may result in the rejection or delay of any assignment(s) submitted to the Land Office, along with any other remedy available to the Land Office.**

*I hereby affirm and attest, under penalty of perjury, that ABC Oil and Gas, LLC (Assignor Company / Representative ) has performed reasonable due diligence concerning the lease(s) to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.*

Bigo Bemy  
Signature



# Lease Assignment Coversheet Examples- Good Example

Bugs Bunny

Name (Print or Type)

Attorney in Fact

Title

BugsBunny@ABCoil&gasllc.com

Email

ABC Oil and Gas, LLC

Assignor Company Name

7/17/2024

Date

I hereby affirm and attest, under penalty of perjury, that Donald Duck  
(Assignee Company / Representative ) has performed reasonable due diligence concerning the leases to  
be assigned, and that the foregoing statements are true and correct to the best of my knowledge and  
belief.

Donald Duck

Signature

Donald Duck

Name (Print or Type)

XYZ Production, Inc.

Title

DonaldDuck@XYZProduction.com

Email

XYZ Production, Inc.

Assignee Company Name

7/20/2024

Date

# Record Title Assignment Examples- Bad Example

NEW MEXICO STATE LAND OFFICE RECORD TITLE ASSIGNMENT OF OIL AND GAS LEASE		From Lease Number E0-2863-4 To Lease Number
<input checked="" type="checkbox"/> Full Acreage	<input type="checkbox"/> Partial Acreage	
FOR VALUE RECEIVED, ABC Oil and Gas, LLC		OGRID No. 12345
Assignor Name (include type of business entity)		
("Assignor" whether one or more), assigns and conveys to XYZ Production, Inc.		OGRID No. 54321
("Assignee" whether one or more), whose mailing address is 123 Bandelier Street		
Santa Fe, NM		ZIP 87507
the entire interest and title in and to Oil and Gas Lease No. E0-2860 ("the Lease") initially made by the New Mexico State Land Office to:		
RST Limited Partnership, Dated [redacted], insofar as the Lease covers the following		
ORIGINAL LESSEE		
land in Lea County, New Mexico:		
Township 01S	Range 01E	Section 01 Description: Unit A, B, K, L
together with the rights incident thereto, and improvements thereon, if any.		
Assignee assumes and agrees to perform all duties and obligations to the Commissioner of Public Lands including payment of rentals and royalties, and to do such other acts as are required by the Lease, to the same extent and in the same manner as if the provisions of the Lease were fully set out herein.		
Assignor warrants the leasehold estate herein assigned, except as to any valid overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal record, and covenants to the Assignee and the Commissioner of Public Lands that the leasehold estate assigned is valid, and that all rentals and royalties due under the Lease have been paid in full, and that all other Lease obligations presently due have been fully performed.		
EXECUTED this 17th day of [redacted], 2024		
By: [redacted] Attorney in Fact Assignor		
Title, if signing in representative capacity		
STATE OF New Mexico		
COUNTY OF Santa Fe		
This Assignment was acknowledged before me this [redacted] day of July, 20 [redacted]		
by Bugs Bunny Attorney in Fact		
Title, if signing in representative capacity		
NOTARY PUBLIC		
My commission expires [redacted]		
ASSIGNEE'S ACCEPTANCE		
The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.		
EXECUTED this [redacted] day of [redacted], 20 [redacted]		
By: Donald Duck Assignee		
President of XYZ Production, Inc.		
Title, if signing in representative capacity		

0-30-A Revised for web February 2019

ONLINE VERSION

ACKNOWLEDGMENT	
STATE OF Texas	
COUNTY OF Dallas	ss
This Assignee's Acceptance was acknowledged before me this [redacted] day of July, 2024	
by Donald Duck President of XYZ Production, Inc.	
Title, if signing in representative capacity	
STATE OF NEW MEXICO NOTARY PUBLIC COMMISSION # [redacted] EXPIRES AUGUST 27, 2024	
My commission expires 8/18/2024	
APPROVAL OF THE COMMISSIONER	
Office of the Commissioner of Public Lands Santa Fe, New Mexico	
I hereby certify that this Assignment was filed in my office on [redacted], was approved by me	
and shall be effective as to the State of New Mexico on [redacted]	
COMMISSIONER OF PUBLIC LANDS	
INSTRUCTIONS AND INFORMATION	
1. ANNUAL RENTAL: The annual rental for the land in this Assignment is 1.00 per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Assignment of any Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty dollars (\$40.00).	
2. FIXED TEN-YEAR LEASE: This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The ten-year period is divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the rental for the secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals continue even though production is had.	
3. FIXED FIVE-YEAR LEASE: This Lease provides for a fixed five-year term, and for so long as oil and gas is produced in paying quantities. The fixed five-year Lease has no secondary term. Rentals continue even though production is had.	
4. FILING: All Assignments shall be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred days from the date of signing, and must be accompanied by the recording fee. Additional filing requirements for Blanket Assignments are addressed under item ten, below.	
5. RECORDING FEE: The recording fee for each Record Title Assignment is \$100.00. If, however, an assignment is filed more than one hundred days from the assignor's execution date an additional late filing fee of \$150.00 will be required for a total of \$250.00. This fee is required for each lease listed on a Blanket Assignment. Said fees are non-refundable.	
6. PERSONAL CHECKS: When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to withhold approval of the Assignment until the check has cleared.	
7. ASSIGNMENT DISAPPROVAL: Per 19.2.100.41 NMCA Assignments shall not be accepted nor approved by the commissioner: A. in the names of more than two persons or two legal entities; B. for less than a legal subdivision. "Legal subdivision" means forty acres or a tract described by lot number. A tract described by lot number may be more or less than forty acres; C. where the lease is not in good standing (except where transfer is by operation of law); D. in the name of a trust unless the trust is expressly set forth and not more than two persons are named as trustee; E. after a lis pendens is filed; F. for any assignment containing any language other than the approved form; G. where surety requirements have not been met; or H. where the lease is not in good standing.	
8. COMPLETE ADDRESS: An Assignment shall show the complete mailing address of the Assignee.	
9. ACKNOWLEDGMENT: An Assignment shall be executed before an officer authorized to take acknowledgments of deeds. Persons executing on behalf of a corporation or other business entity must indicate title or authority to execute.	
10. BLANKET ASSIGNMENTS: Commissioner of Public Lands does permit Blanket Assignments of Record Title. Blanket assignments are limited to twenty-five leases per filing. The submittal must have an Exhibit A attached, documenting each of the state leases to be assigned and the following information for each: original lessee of record, lease issue date, county, land description, total acres assigned and indicating full or partial acreage assignment. A copy of both the executed assignment and the Exhibit A must be submitted by the filer for each lease assignment listed thereon.	
11. COMMUNICATIONS: All official business, letters and communications must be addressed directly to the Commissioner of Public Lands; Oil, Gas, and Minerals Division.	
12. PAYMENT: Make all payments for recording fees to: COMMISSIONER OF PUBLIC LANDS P.O. Box 1148 Santa Fe, NM 87504-1148	
Note: When you provide a check as payment, you authorize the State of New Mexico to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Please be advised that payments will be drafted from your account immediately upon receipt.	

0-30 Revised for web February 2019

ONLINE VERSION

# Record Title Assignment Examples- Good Example

<b>NEW MEXICO STATE LAND OFFICE</b>		From Lease Number
<b>RECORD TITLE ASSIGNMENT OF OIL AND GAS LEASE</b>		EO-2860-4
<input checked="" type="checkbox"/> Full Acreage <input type="checkbox"/> Partial Acreage		To Lease Number
FOR VALUE RECEIVED, <u>ABC Oil and Gas, LLC</u> , OGRID No. <u>12345</u>		
Assignor Name (include type of business entity)		
("Assignor" whether one or more), assigns and conveys to <u>XYZ Production, Inc.</u> , OGRID No. <u>54321</u>		
("Assignee" whether one or more), whose mailing address is <u>123 Bandelier Street</u>		
<u>Santa Fe, NM</u>		<u>ZIP 87507</u>
the entire interest and title in and to Oil and Gas Lease No. <u>EO-2860</u> ("the Lease") initially made by the New Mexico State Land Office to:		
<u>RST Limited Partnership</u> , Dated <u>01/01/1950</u> , insofar as the Lease covers the following		
ORIGINAL LESSEE		
land in <u>Lea</u> County, New Mexico:		
Township	Range	Section
<u>01S</u>	<u>01E</u>	<u>01</u>
Description: <u>NW4SW4, S2, Lots 1-3</u>		
together with the rights incident thereto, and improvements thereon, if any.		
Assignee assumes and agrees to perform all duties and obligations to the Commissioner of Public Lands including payment of rentals and royalties, and to do such other acts as are required by the Lease, to the same extent and in the same manner as if the provisions of the Lease were fully set out herein.		
Assignor warrants the leasehold estate herein assigned, except as to any valid overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal record, and covenants to the Assignee and the Commissioner of Public Lands that the leasehold estate assigned is valid, and that all rentals and royalties due under the Lease have been paid in full, and that all other Lease obligations presently due have been fully performed.		
EXECUTED this <u>17th</u> day of <u>July</u> , 20 <u>24</u> By: <u>Bugs Bunny</u> Assignor		
Attorney in Fact		
Title, if signing in representative capacity		
<b>ACKNOWLEDGMENT</b>		
STATE OF <u>New Mexico</u> )		
COUNTY OF <u>Santa Fe</u> ) ss		
This Assignment was acknowledged before me this <u>17th</u> day of <u>July</u> , 20 <u>24</u> ,		
by <u>Bugs Bunny</u> , Attorney in Fact		
Title, if signing in representative capacity		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>STATE OF NEW MEXICO</b> <b>NOTARY PUBLIC</b> <b>COMMISSION #</b> <b>EXPIRES <u>June 1, 2027</u></b></div>		
My commission expires <u>June 1, 2027</u> Notary Public		
<b>ASSIGNEE'S ACCEPTANCE</b>		
The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.		
EXECUTED this <u>20th</u> day of <u>July</u> , 20 <u>24</u> By: <u>Donald Duck</u> Assignee		
President of XYZ Production, Inc.		
Title, if signing in representative capacity		

0-30-A Revised for web February 2019 ONLINE VERSION

<b>ACKNOWLEDGMENT</b>	
STATE OF <u>Texas</u>	
COUNTY OF <u>Dallas</u> ) ss	
This Assignee's Acceptance was acknowledged before me this <u>20th</u> day of <u>July</u> , 20 <u>24</u> ,	
by <u>Donald Duck</u> , President of XYZ Production, Inc.	
Title, if signing in representative capacity	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>STATE OF NEW MEXICO</b> <b>NOTARY PUBLIC</b> <b>COMMISSION #</b> <b>EXPIRES <u>November 15, 2024</u></b></div>	Notary Public
My commission expires <u>November 15, 2024</u>	
<b>APPROVAL OF THE COMMISSIONER</b>	
Office of the Commissioner of Public Lands	
Santa Fe, New Mexico	
I hereby certify that this Assignment was filed in my office on <u>JUL 29 2024</u> , was approved by me	
and shall be effective as to the State of New Mexico on <u>AUG 10 2024</u>	
<b>INSTRUCTIONS AND INFORMATION</b>	
COMMISSIONER OF PUBLIC LANDS	
1.	<b>ANNUAL RENTAL:</b> The annual rental for the land in this Assignment is <u>1.00</u> per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Assignment of any Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty dollars (\$40.00).
2.	<b>FIXED TEN-YEAR LEASE:</b> This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The ten-year period is divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the rental for the secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals continue even though production is had.
3.	<b>FIXED FIVE-YEAR LEASE:</b> This Lease provides for a fixed five-year term, and for so long as oil or gas is produced in paying quantities. The fixed five-year Lease has no secondary term. Rentals continue even though production is had.
4.	<b>FILING:</b> All Assignments shall be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred days from the date of signing, and must be accompanied by the recording fee. Additional filing requirements for Blanket Assignments are addressed under item ten, below.
5.	<b>RECORDING FEE:</b> The recording fee for each Record Title Assignment is \$100.00. If, however, an assignment is filed more than one hundred days from the assignor's execution date an additional late filing fee of \$150.00 will be required for a total of \$250.00. This fee is required for each lease listed on a Blanket Assignment. Said fees are non-refundable.
6.	<b>PERSONAL CHECKS:</b> When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to withhold approval of the Assignment until the check has cleared.
7.	<b>ASSIGNMENT DISAPPROVAL:</b> Per 19.2.100.41 NMAC Assignments shall not be accepted nor approved by the commissioner:
A.	in the names of more than two persons or two legal entities;
B.	for less than a legal subdivision. "Legal subdivision" means forty acres or a tract described by lot number. A tract described by lot number may be more or less than forty acres;
C.	for less than assignor's entire interest in any legal subdivision (except where transfer is by operation of law);
D.	in the name of a trusteeship unless the trust is expressly set forth and not more than two persons are named as trustee;
E.	after a lis pendens is filed;
F.	for any assignment containing any language other than the approved form;
G.	where surety requirements have not been met; or
H.	where the lease is not in good standing; Approval of the assignment by the Commissioner does not guarantee the lease is in good standing.
8.	<b>COMPLETE ADDRESS:</b> An Assignment shall show the complete mailing address of the Assignee.
9.	<b>ACKNOWLEDGMENT:</b> An Assignment shall be executed before an officer authorized to take acknowledgments of deeds. Persons executing on behalf of a corporation or other business entity must indicate title or authority to execute.
10.	<b>BLANKET ASSIGNMENTS:</b> Commissioner of Public Lands does permit Blanket Assignments of Record Title. Blanket assignments are limited to twenty-five leases per filing. The submittal must have an Exhibit A attached, documenting each of the state leases to be assigned and the following information for each: original lessee of record, lease issue date, county, land description, total acres assigned and indicating full or partial acreage assignment. A copy of both the executed assignment and the Exhibit A must be submitted by the filer for each lease assignment listed thereon.
11.	<b>COMMUNICATIONS:</b> All official business, letters and communications must be addressed directly to the Commissioner of Public Lands; Oil, Gas, and Minerals Division.
12.	<b>PAYMENT:</b> Make all payments for recording fees to:
COMMISSIONER OF PUBLIC LANDS P.O. Box 1148 Santa Fe, NM 87504-1148	
Note: When you provide a check as payment, you authorize the State of New Mexico to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Please be advised that payments will be drafted from your account immediately upon receipt.	

0-30 Revised for web February 2019 ONLINE VERSION

# Record Title Assignment Examples- Good Example

## SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS that ABC Oil and Gas, LLC, a corporation duly organized and existing under the laws of Pennsylvania, United States of America (the "Company"), APPOINTS Bugs Bunny in his/her capacity as an employee, a true and lawful general agent, legal representative, and Attorney-in-Fact of the Company (the "Attorney-in-Fact") with special power and authority in its name and on its behalf to execute and perform the following:

1. To sign and execute, upon terms and conditions as the Attorney-in-Fact deems appropriate, all legally-binding documents related to the exploration, development and production activities of the Company, including related abandonment and remediation, acquisition and divestment, administrative, commercial, financial, environmental, human resources, land, legal, procurement, safety, technology and other services and commitments except as herein below stated, and no authority is conferred by this Power of Attorney for execution of the following:
  - a. Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of Company where either book value or sale price exceeds Twenty-Five Million Dollars (\$25,000,000.00) or the acreage exceeds Six Thousand Four Hundred (6,400) acres;
  - b. Deeds or conveyances to others covering fee lands of Company, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars (\$25,000,000.00);
  - c. Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
  - d. Documents or agreements establishing bank accounts in the name of Company or withdrawing of funds or closing of any bank accounts of Company.
2. To perform every act and thing that may be necessary to carry out the granted powers as fully as the Company might itself do; however, no delegation or substitution of the powers granted herein by the Attorney-in-Fact is permitted.

Unless sooner revoked or terminated, this Power of Attorney shall remain in full force and effect for a period of one year beginning on November 1, 2018, or until the Attorney-in-Fact is no longer an employee of ABC Oil and Gas, LLC, whichever occurs first. Upon revocation or other termination this Power of Attorney shall be returned to the Company but the failure to return it shall not prevent its revocation or termination.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this 31st day of October 2018.

ABC Oil and Gas, LLC

By: Mike Smith  
Mike Smith  
Vice President

STATE OF TEXAS     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 31st day of October 2018, by Mike Smith, Vice President of ABC Oil and Gas, LLC, a Pennsylvania corporation, on behalf of said entity.

Rohana  
Notary Public, State of Texas





# Probate Documents

**NEW MEXICO STATE LAND OFFICE**  
**MISCELLANEOUS INSTRUMENT FILING**

<b>Filed by:</b>	
<b>Filer's Mailing Address:</b>	
<small>(Owner Name(s))</small>	
<b>Owner's Mailing Address:</b>	
<small>(Owner's Address)</small>	

**Instrument Type (attached hereto)**

Please check one of the following proposed types:

☐ **New Change/Merge/Conversion (Superficiary of State)**  
☐ **Probate Document/Decedent's Testamentary Transfer upon Death (must be certified)**  
    \_\_\_\_\_ Filer in \_\_\_\_\_ County, New Mexico  
☐ **Corporate Document**

**IMPORTANT INFORMATION**

**New Change/Merge/Conversion (Superficiary of State) documents filed with NMSLO will be accepted to effectuate the claims of the Record Title Law. The filer of the Probate Document, new death document and Corporate Document, however, must still not the amount of an Oil and Gas Record Title Lease and a claim to the same on any death document, Oil and Gas Lease, a NMSLO Record Title Agreement of Oil and Gas Lease Form, shall be filed with this office. If the filer will not be accepted and shall withhold the approval of the Commissioner of Public Lands. A separate statement from each shall be filed for these cases. NMSLO will accept blanket instrument filings.**

**INSTRUCTIONS**

1. **FILING OF MISCELLANEOUS INSTRUMENTS:** Instruments shall be filed in triplicate, and shall include complete mailing address. If accepted, the filer will be sent a Public Record, which will provide an index of the instrument and copies of the instrument filed. If accepted, the filed instrument will be identified by NMSLO's book and page number where filed (the "recognition number").
2. **EXEMPT A LOT OF LANDS:** Exempt a lot of lands from the Public Record, under Public Lands, file 19.2 (A) (10) NMSLO.
3. **MISCELLANEOUS INSTRUMENTS WILL NOT BE APPROVED BY THE COMMISSIONER:** Please use our filing a Miscellaneous Instrument document and record and will not receive the approval of the Commissioner of Public Lands, file 19.2 (A) (10) NMSLO.
4. **RECORDING FEE:** The recording fee for a New Change/Merge/Conversion is \$150.00 for each associated instrument listed on an exhibit. The recording fee for any other acceptable Miscellaneous Instrument type is \$70.00 (each associated listing) listed on an exhibit.
5. **ACCEPTANCE OR REJECTION OF MISCELLANEOUS INSTRUMENTS:** The New Mexico State Land Office may accept this instrument for filing, in accordance with 19.2 (A) (10) NMSLO. Instruments may be accepted for the following situations:
  - a. The filer is or alone assigned land on the exhibit but has terminated.
  - b. The land land description does not match the filer's or respondent's listing.
  - c. Incomplete or completion of filing date.
  - d. The type of instrument submitted is not one of the three types listed above (which are the only types that will be accepted).
6. **FILING IN LEASE AND GRANTOR PLOTS:** If this form is accepted, filing NMSLO will mail copies to the Filer, Grantee and Grantee (showing the recognition number of the Miscellaneous Instrument in each listing) (SLO) on the exhibit for cross-indexing NMSLO will file for this form and the original.
7. **PERSONAL CHECKS:** If Recording Fees are paid by personal check, the Commissioner of Public Lands returns the receipt to withheld filing instrument.
8. **RETURN OF ACCEPTED FORM:** If this form is accepted for filing, NMSLO will mail copies to the Filer, Grantee and Grantee (showing the recognition number of the Miscellaneous Instrument in each listing) (SLO) on the exhibit for cross-indexing NMSLO will file for this form and the original.
9. **COMMUNICATIONS:** All official business, letters and communications shall be addressed directly to the Commissioner of Public Lands, Oil, Gas, and Public Lands Division.
10. **PAYMENT:** Make all payments for Recording Fees to:  
    Commissioner of PUBLIC LANDS  
    P.O. Box 1148  
    Santa Fe, NM 87504-1148

8-28-2016 Revised for web January 2019

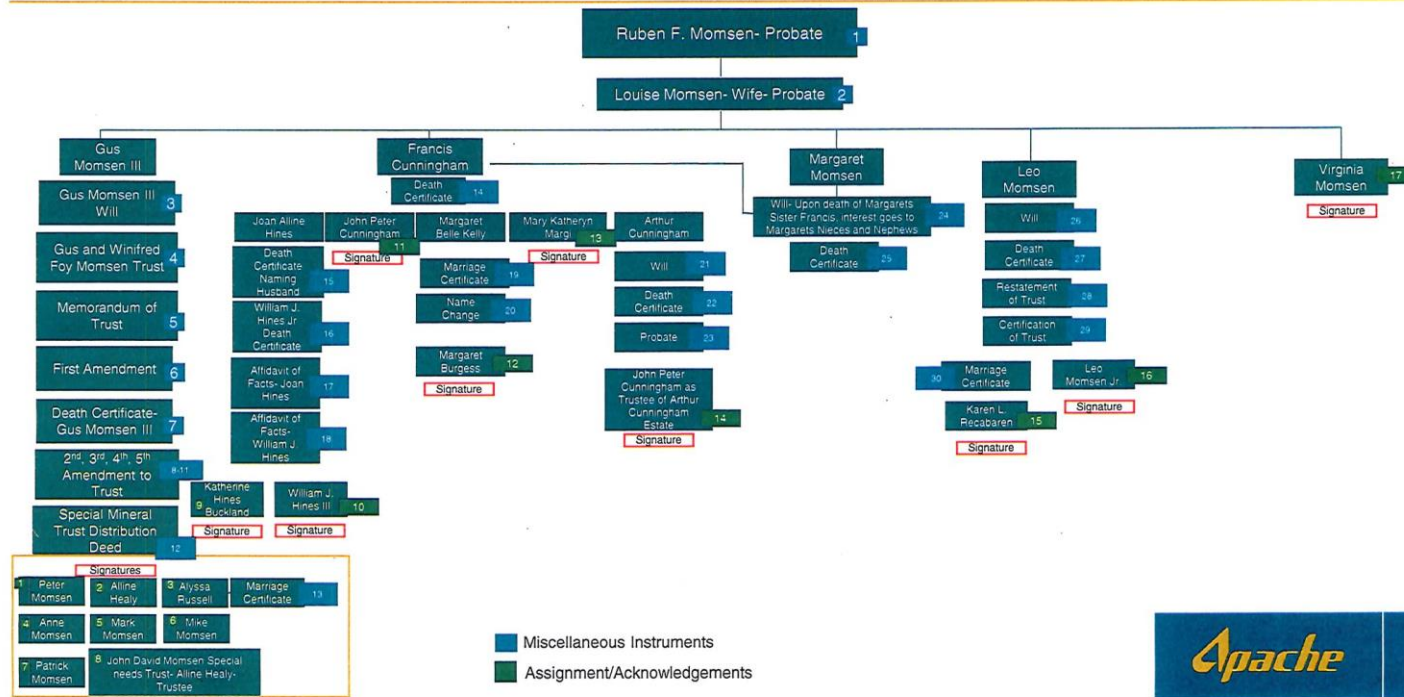
COLORADO VERSION



# Complicated MI Example

BJ

## Ruben F. Momsen Title- Lease E0-952-3



# Complicated MI Example



## Lease E-952-3 Fact Sheet

Reuben F. Momsen, Lessee of Record to Lease E0-952-3

When using the attached flow chart Miscellaneous Instruments (blue tabs) have been labeled with corresponding numbers. The record title assignment and associated acknowledgement sheets (green tabs) have been labeled with corresponding numbers.

Reuben F. Momsen died in 1965 and his wife, Mary Louise Momsen died in 1985, both in El Paso. A probate for each has been included showing their interested being vested as follows below:

Reuben and his wife Mary's interest was vested equally in 5 of their nieces and nephews, being:

- Gus Momsen, III, deceased, Texas
- Frances Cunningham, deceased Arizona
- Margaret Momsen, deceased, Arizona
- Leo Momsen, deceased California
- Virginia Momsen Grady, Connecticut

**Gus Momsen, III's** interest was vested in his 8 children. A copy of the will, various trusts and further amendments have been included. Further a Special Mineral Trust distribution deed into each of the individuals listed below has been included. Additionally, any necessary marriage and/or death certificates have been provided to evidence the chain of title.

- Peter Momsen of Bayard, NM (Assigned Record Title as Heir)
- Alline Healy of Georgetown, TX (Acknowledgement)
- Alline Healy, Trustee of the John David Momsen Special Needs Trust (Acknowledgement- Alline Healy)
- Mike Momsen of Freeport, TX (Acknowledgement)
- Mark Momsen of Tulsa, OK (Acknowledgement)
- Patrick Momsen of Coos Bay, OR (Acknowledgement)
- Alyssa Russell of Little Elm, TX (Acknowledgement)
- Anne Momsen of El Paso, TX (Acknowledgement)

**Frances Cunningham**, deceased, Arizona: Interest was vested in her children listed below: She died without a will and her estate was not probated. Further, Frances absorbed the interest of her sister Margaret Momsen upon her death. A copy of Margaret's will, and death certificate is included. Margaret's will states that upon the death of Frances, the interest will go to her nieces and nephews (Frances's children) listed below:

- Joan Alline Hines, deceased, Alaska.- An affidavit of Facts evidencing descent and distribution of the interest as Joan died without a will and her estate was not probated. A death certificate is provided as well.
  - William J. Hines Jr, deceased, New Mexico An affidavit of Facts evidencing descent and distribution of the interest going from Bill to his kids is provided as Bill died without a will and his estate was not probated. A death certificate is provided as well.
    - Katherine Hines Buckland, New Mexico (Acknowledgement)
    - William J. Hines III, Alaska (Acknowledgement)
- John Peter Cunningham, Arizona (Acknowledgement-)
- Margaret Belle Kelly (Now Margaret Burgess), Arizona, (Acknowledgement)
- Mary Kathryn Margi, Texas (Acknowledgement)
- Arthur Cunningham, Arizona, (Acknowledgement- John Peter as Trustee of Arthur Cunningham Estate)

**Margaret Momsen**, deceased, Texas- A copy of Margaret's will, and death certificate is included. Margaret's will states that upon the death of Frances, the interest will go to her nieces and nephews (Frances's Children). Her estate was not probated.

- Francis Cunningham, deceased, Arizona

**Leo Momsen**, deceased, California- A copy of Leo's Will, trust documents and death certificate are included evidencing his interest vesting in a trust naming his children and Co-Trustees. Further, a marriage certificate has been included evidencing Karen Momsen's name change to Karen Recabaren.

- Karen L. Recabaren (Acknowledgement)
- Leo Momsen Jr. (Acknowledgement)

**Virginia Momsen**- Still alive, Connecticut, acknowledged the record title assignment (Acknowledgement)

# Requirements for Oil and Gas Leases

## **Minimum Lease Requirements**

Royalty Reporting

Cancellation for Default

Drilling to Extend Lease

Production

Re-working a Well

Annual Rentals

Cessation of Production

Appropriate Bonding

# Extending a Lease

## P.15 Extension Request



Shelley C. Klingler  
Staff Land Negotiator  
ConocoPhillips  
600 W. Illinois Ave  
Midland, TX 79701  
www.conocophillips.com

June 27, 2024

**Via Email & Fedex Overnight**

Ms. Stephanie Garcia Richard  
Commissioner of Public Lands  
New Mexico State Land Office  
P.O. Box 1148  
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing ([amarks@slo.state.nm.us](mailto:amarks@slo.state.nm.us))  
Denise Gallegos, Oil & Gas Lease Manager ([dgallegos@slo.state.nm.us](mailto:dgallegos@slo.state.nm.us))  
Rubel Salazar, Oil & Gas Management Analyst ([rsalazar@slo.state.nm.us](mailto:rsalazar@slo.state.nm.us))

**RE: Extension by Rework – Paragraph 15  
State of New Mexico Oil and Gas Lease: LG-0023-0005  
Section 01, Township 24 South, Range 27 East, NMPM**

Dear Commissioner Garcia Richard:

COG Operating LLC, an affiliate of ConocoPhillips (“COP”), is the operator of, and working interest owner in, the wellbore of the Chopper State 3H (API No. 30-015-43418) (the “Chopper Well”), which is currently holding the captioned state lease by production (“Lease”). Chevron U.S.A. Inc. is the Lessee of Record of the Lease. The purpose of this letter is to invoke the rework provision in Paragraph 15 of the Lease.

The Chopper Well has been a regular producer since first production in June 2016. It last produced on April 30, 2024, but has now since ceased producing due to mechanical issues and requires rework operations. Since production from the Chopper Well holds the Lease, COP respectfully requests to invoke Paragraph 15, the rework provision, in the Lease to extend the Lease during rework operations. Per the provision, COP understands that such operations must be diligently prosecuted in good faith with no cessation of more than twenty (20) consecutive days, and we shall provide operational updates on the rework operations every thirty (30) days until production on the Chopper Well is established and continuous. Production and Lease information for the Chopper Well for the last year is listed on Exhibit “A”.

A check in the amount of \$500.00 for the administrative fee associated with invoking the rework provision in the Lease has been included with this letter.

COP is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

Commissioner Garcia Richard  
Chopper State 3H, LG-0023-5  
June 27, 2024

Very truly,

Shelley C. Klingler

Enclosures: Exhibit “A” Chopper State 3H Production  
\$500 Administrative fee check.

xc: Chevron U.S.A. Inc as Lessee of Record for LG-0023-5

Commissioner Garcia Richard  
Chopper State 3H, LG-0023-5  
June 27, 2024

Exhibit “A”  
Chopper State 3H Production  
June 2023 to June 2024

Name	Month	Gross Oil (BOPD)	Gross Gas (MCFD)
CHOPPER ST 3H	June 2024	0	0
CHOPPER ST 3H	May 2024	0	0
CHOPPER ST 3H	April 2024	30.49	0
CHOPPER ST 3H	March 2024	0	0
CHOPPER ST 3H	February 2024	0	0
CHOPPER ST 3H	January 2024	355.01	1382
CHOPPER ST 3H	December 2023	1660.08	5474
CHOPPER ST 3H	November 2023	1812.13	5361
CHOPPER ST 3H	October 2023	756.4	1420
CHOPPER ST 3H	September 2023	2352.79	5719.6
CHOPPER ST 3H	August 2023	5.54	6
CHOPPER ST 3H	July 2023	0	0
CHOPPER ST 3H	June 2023	1350.14	3960.5

NMSLO OGL NUMBER	ISSUE DATE	LEGAL DESCRIPTION	LESSEE OF RECORD
LG-0023-5	4/1/1972	T24S-R27E, SEC 1, LOTS 1,2,3,4, UNITS E,F,G,H,I,J,K,L,M,N,O,P	CHEVRON U.S.A. INC

# Extending a Lease

## P.14 Extension Request



Tascosa Energy Partners, LLC  
901 W. Missouri Ave  
Midland, TX 79701  
(432) 695-6970

April 1, 2024

Commissioner of Public Lands  
Attn: Oil, Gas & Minerals Division  
310 Old Santa Fe Trail  
Sant Fe, New Mexico 87504

RE: Extension of Oil and Gas Lease VC-0625-00

Dear Commissioner,

Tascosa Energy Partners, LLC ("Tascosa"), Lessee of Record under the captioned State of New Mexico Oil and Gas Lease VC-0625-00, respectfully request permission to conduct drilling operations across the expiration date pursuant to paragraph 14 of said lease. Drilling of the GTO 30 Federal Com # 307H API # 30-015-54888, GTO 30 Federal Com # 605H API # 30-015-54889, & GTO 30 Federal Com # 608H API # 30-015-54890, is scheduled to commence on or before May 1, 2024, with a rig capable of reaching total depth.

Enclosed is check # 5959, totaling \$ 579.45, to satisfy both the lease extension fee of \$500 and the sixth-year rental for this lease. Tascosa, also agrees to furnish NMSLO with a copy of the first production report (C-115), demonstrating that the well is producing in paying quantities. We further agree to abide by all other terms of this lease.

If you have any questions or concerns, please contact John Shoberg [jshoberg@tascosaep.com](mailto:jshoberg@tascosaep.com), or call his direct line @ (432) 225-0234.

Sincerely,

Kacey Walls  
Land Tech

2024 APR -2 AM 10:41

1 0019 4/3/2024 \$79.45  
#0030 LandSusp ##

1 0019 4/3/2024 \$500.00  
#0029 Fees ##



# Extending a Lease



Ruth Pelzel  
Senior Land Negotiator  
600 W. Illinois Ave  
Midland, TX 79701  
Mackayla.Stone@conocophillips.com  
432-235-8695

April 14, 2023

## Via Email & Certified Mail

Ms. Stephanie Garcia Richard  
Commissioner of Public Lands  
New Mexico State Land Office  
P.O. Box 1148  
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing ([amarks@slo.state.nm.us](mailto:amarks@slo.state.nm.us))  
Denise Gallegos, Oil & Gas Lease Manager ([dgallegos@slo.state.nm.us](mailto:dgallegos@slo.state.nm.us))  
Rubel Salazar, Oil & Gas Management Analysis ([rsalazar@slo.state.nm.us](mailto:rsalazar@slo.state.nm.us))  
Baylen Lamkin, Petroleum Special Supervisor ([blamkin@slo.state.nm.us](mailto:blamkin@slo.state.nm.us))

RE: 2<sup>nd</sup> Request for Extension of State Communitization Agreement dated May 24th, 2016 (PUN 1352656) for the Well listed on Exhibit A

Dear Commissioner Garcia Richard:

On December 27<sup>th</sup>, 2022, COG Operating LLC, a subsidiary of ConocoPhillips, operator of the below described wells and owner of working interest in below described state communitization agreement ("COPC"), received notice from DCP Midstream, LP ("DCP") that it experienced an event of force majeure when its discharge line supporting the Berry Compressor Station located in Lea County, New Mexico, ruptured and had to be shut-in for health and safety concerns. The well continues to be down due to DCP issues and we do not yet know when the line will be repaired. The Well is holding certain State Communitization Agreement, described more particularly on Exhibit "A" ("CA").

The Commissioner of Public Lands has the discretion to grant a suspension of production under the terms of the agreement if compliance with the terms of the agreement will result in waste or harm to the environment unless the agreement is temporarily suspended. The Commissioner in her discretion may grant such period of time which is sufficient to permit the suspension of the CA based on the particular circumstances of the CA. In this case, concerns over air quality caused by flared gas and New Mexico's "No Flare" Rule prevent COPC from producing the subject CA.

Therefore, as a result of The Well being shut-in, COPC respectfully requests the Commissioner grant an extension of the CA since the cessation of production is expected to

## Special Extension Request for a Com

Commissioner of Public Lands  
January 23, 2023  
Page 2

exceed 60 days as provided under the terms of the CA. COPC requests a 120-day extension to ensure that The Well is protected adequately.

A check in the amount of \$500, which reflects the fee for the extension of the CA, attached herein. COP is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

Very truly,

*Ruth Pelzel*

*Ruth Pelzel*  
Senior Land Negotiator, North Delaware Basin East

Commissioner of Public Lands  
January 23, 2023  
Page 3

### Exhibit "A"

Well Name	API	Shut-In Date
Warbler State Com #4H	3002542904	12/26/2022
Communitization Agreement Name	Communitization Date and PUN	Legal Description
Warbler State Com Well #4H	5/24/2016 PUN: 1352656	E2E2 of Section 21, T21S-R33E E2E2 of Section 28, T21S-R33E Lea County, NM

# Extending a Lease

## Special Extension Request for a Lease & Com for a nearby Frac



Shelley C. Klingler  
Staff Land Negotiator  
600 W. Illinois Ave  
Midland, TX 79701  
O: 432-688-9027  
F: 432-221-0470  
Shelley.C.Klingler@conocophillips.com

May 16, 2024

**Via Email & Fedex Overnight**

Ms. Stephanie Garcia Richard  
Commissioner of Public Lands  
New Mexico State Land Office  
P.O. Box 1148  
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing ([amarks@slo.state.nm.us](mailto:amarks@slo.state.nm.us))  
Baylen Lamkin, Petroleum Special Supervisor ([blamkin@slo.state.nm.us](mailto:blamkin@slo.state.nm.us))  
Denise Gallegos, Oil and Gas Lease Manager ([dagallegos@slo.state.nm.us](mailto:dagallegos@slo.state.nm.us))  
Rubel Salazar, Management Analyst ([rsalazar@slo.state.nm.us](mailto:rsalazar@slo.state.nm.us))

**RE: Request for Extension of State Communitization Agreements and State of New Mexico Oil and Gas Leases for the Wells listed on Exhibit "A" due to Offset Completion Operations**

Dear Commissioner Garcia Richard:

Beginning on April 20, 2024, COG Operating LLC, a subsidiary of ConocoPhillips ("COPC"), operator of certain wells ("Wells") and owner of working interest in certain state communitization agreements ("CAs") and State of New Mexico Oil and Gas Leases ("Leases"), shut-in the wells which are holding the CAs and Leases, Wells, CAs, and Leases listed on Exhibit "A" attached hereto, in order to protect the production performance and well integrity from offset completions operations. The offset completions operations are expected to be completed within 120 days of the shut-in date.

The Commissioner of Public Lands has the discretion to grant a suspension of production under the terms of the lease or agreement if compliance with the terms of the lease or agreement will result in waste or harm to the environment unless the leases are temporarily suspended. The Commissioner in her discretion may grant such period of time which is sufficient to permit the suspension of the lease or CA based on the particular circumstances of the lease or CA. In this case, COPC must protect the integrity of the Wells producing from New Mexico State Lands and therefore, justifies the Commissioner granting this request under her discretionary authority.

Therefore, as a result of Wells being shut-in, COPC respectfully requests the Commissioner grant an extension of the CAs and Leases since the cessation of production is expected to exceed 60 days as provided under the terms of the CAs and Leases. COPC requests a

120-day extension to ensure that The Wells are protected adequately during the offset completions operations.

Checks in the total amount of \$13,0000.00, which reflect the fees for the extensions of the fourteen (14) CAs and twelve (12) Leases are included with this letter. COPC is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

With gratitude,

Shelley C. Klingler, CPL  
Staff Land Negotiator

Encls. Exhibit "A" List of Wells, CAs, Leases  
26 x \$500 Administrative fee checks

xc: EOG Resources Inc - Lessee of Record – V0-7474-1, V0-7469-1, V0-7468-1  
Mewbourne Oil Company – Lessee of Record – V0-7977-2  
Oxy USA Inc – Lessee of Record – V0-7967-2  
The Allar Company – Lessee of Record – V0-7446-0, V0-7445-0, VB-677-0

# Extending a Lease

## EXHIBIT "A" WELLS, CAS, LEASES

WELL NAME	API	PRODUCING FROM NMSLO OGL(s)	SHUT-IN DATE
BOO RADLEY FEDERAL COM 701H	3001547347	VO-7977-2, VO-7474-1, VB-1948-0	4/27/2024
BOO RADLEY FEDERAL COM 702H	3001547348	VO-7977-2, VO-7474-1, VB-1948-0	5/13/2024
BOO RADLEY FEDERAL COM 703H	3001547349	VO-7977-2, VO-7474-1, VB-1948-0	5/13/2024
BOO RADLEY FEDERAL COM 704H	3001547785	VO-7977-2, VO-7474-1, VB-1948-0	5/13/2024
BOO RADLEY FEDERAL COM 705H	3001547784	VO-7977-2, VO-7474-1, VB-1948-0	5/13/2024
BOO RADLEY FEDERAL COM 706H	3001547350	VO-7977-2, VO-7474-1, VB-1948-0	5/13/2024
DIAMONDBACK 22 STATE COM 1H	3001538528	VO-7967-2	4/27/2024
DIAMONDBACK 22 STATE COM 2H	3001539105	VO-7967-2	4/27/2024
DIAMONDBACK 22 STATE COM 3H	3001539861	VO-7967-2	5/13/2024
DIAMONDBACK 22 STATE COM 4H	3001540816	VO-7967-2	4/27/2024
DIAMONDBACK 22 STATE COM 5H	3001542432	VO-7967-2	4/27/2024
DIAMONDBACK 22 STATE COM 6H	3001543195	VO-7967-2	4/27/2024
DIAMONDBACK 22 STATE COM 11H	3001543465	VO-7967-2	4/27/2024
GRAHAM CRACKER 16 STATE 2H©	3001541533	VO-7469-1	5/17/2024
GRAHAM CRACKER 16 STATE 3H©	3001541633	VO-7446-0	4/27/2024
GRAHAM CRACKER 16 STATE 7H©	3001542332	VO-7446-0	5/17/2024
GRAHAM NASH FEDERAL COM 7H	3001543811	VO-7474-1, VB-1948-0	5/5/2024
GRAHAM NASH STATE COM 5H	3001542453	VO-7474-1, VB-1948-0	5/14/2024
GRAHAM NASH STATE COM 6H	3001542464	VO-7474-1, VB-1948-0	5/14/2024
POTATO BABY STATE COM 701H	3001547458	VB-678-3, VB-1126-2, VB-1127-2	4/29/2024
POTATO BABY STATE COM 702H	3001547431	VB-678-3, VB-1126-2, VB-1127-2, VO-7967-2	4/29/2024
POTATO BABY STATE COM 703H	3001547464	VB-678-3, VB-1126-2, VB-1127-2, VO-7967-2	4/29/2024
POTATO BABY STATE COM 704H	3001547463	VO-7967-2, VB-1126-2, VB-1127-2	4/29/2024
POTATO BABY STATE COM 705H	3001547460	VO-7967-2, VB-1126-2, VB-1127-2	4/29/2024
POTATO BABY STATE COM 706H	3001547459	VO-7967-2, VB-1126-2, VB-1127-2	4/29/2024
SRO STATE 53H©	3001541532	VO-7468-1	4/27/2024
SRO STATE 61H©	3001542057	VO-7445-0	4/27/2024
SRO STATE 62H©	3001542009	VO-7468-1	4/26/2024
SRO STATE COM 60H	3001541741	VO-7445-0, VB-695-1	4/20/2024
SRO STATE COM 63H	3001541742	VO-7468-1, VB-677	4/26/2024
SRO STATE COM 64H	3001542130	VO-7468-1, VB-677	4/27/2024

©Well is lease-based and not in a Communitization Agreement.

## EXHIBIT "A" WELLS, CAS, LEASES CONTINUED

COMMUNITIZATION AGREEMENT NAME	PUN; EFFECTIVE DATE	NMSLO OGL(s) IN CA	LEGAL DESCRIPTION
BOO RADLEY FED COM 701H	1394748; 6/1/2021	VO-7474-1, VO-7922-2, VB-1948-0	T26S-R28E, SEC 21, 28 & LOTS 1-4 & N2N2 SEC 33, WOLFCAMP
DIAMONDBACK 22 STATE COM 1H	1324289; 2/1/2012	VO-7967-2	T26S-R28E, SEC 22, W2E2 - BONE SPRING
DIAMONDBACK 22 STATE COM 2H & 6H	1327665; 6/15/2011	VO-7967-2	T26S-R28E, SEC 22, W2W2 - BONE SPRING
DIAMONDBACK 22 STATE COM 3H	1329297; 5/8/2012	VO-7967-2	T26S-R28E, SEC 22, E2E2 - WOLFCAMP
DIAMONDBACK 22 STATE COM 4H	1331677; 11/15/2012	VO-7967-2	T26S-R28E, SEC 22, E2W2 - BONE SPRING
DIAMONDBACK 22 STATE COM 5H & 11H	1345036; 1/15/2015	VO-7967-2	T26S-R28E, SEC 22, E2E2 - BONE SPRING
GRAHAM NASH FEDERAL COM 7H	1366625; 2/1/2017	VO-7474-1, VB-1948-0	T26S-R28E, SEC 28, E2W2 & SEC 33, E2NW - BONE SPRING
GRAHAM NASH STATE COM 5H	1380646; 2/26/2019	VO-7474-1, VB-1948-0	T26S-R28E, SEC 28, E2E2 & SEC 33, E2NE - BONE SPRING
GRAHAM NASH STATE COM 6H	1343647; 9/1/2014	VO-7474-1, VB-1948-0	T26S-R28E, SEC 28, W2E2 & SEC 33 W2NE - BONE SPRING
POTATO BABY STATE COM 701H	1391053; 11/1/2020	VB-678-3, VB-1126-2, VB-1127-2	T26S-R28E, SEC 27, E2 & SEC 34, NE - WOLFCAMP
POTATO BABY STATE COM 702H & 703H (E2)	1391879; 11/1/2020	VO-7967-2, VB-678-3, VB-1126-2, VB-1127-2	T26S-R28E, SEC 22 & 27, E2, & SEC 34 NE - WOLFCAMP
POTATO BABY STATE COM 704H, 705H, 706H (W2)	1391044; 11/1/2020	VO-7967-2, VB-1126-2, VB-1127-2	T26S-R28E, SEC 22 & 27, W2, & SEC 34 NW - WOLFCAMP
SRO STATE COM 60H	1346864; 7/1/2014	VO-7445-0, VB-695-1	T26S-R28E, SEC 15, E2E2 & SEC 10, E2SE - BONE SPRING
SRO STATE COM 63H & 64H	1341818; 7/20/2014	VO-7468-1, VB-677-0	T26S-R28E, SEC 15, W2W2 & SEC 10, W2SW - BONE SPRING

NMSLO OGL NUMBER	ISSUE DATE	LEGAL DESCRIPTION	LESSEE OF RECORD
VB-1948-0	12/1/2010	T26S-R28E, SEC 33, UNITS 3, 4, A, B, C	COG ACREAGE LP
VO-7977-2	3/1/2007	T26S-R28E, SEC 21, UNITS A,B,C,D,E,F,G,H,I,J,K,L,M,N	MEWBOURNE OIL COMPANY
VO-7474-1	7/1/2005	T26S-R28E, SEC 28, UNITS A,D,G,H,I,J,K,L,M,N,O,P	EOG RESOURCES INC
VO-7967-2	3/1/2007	T26S-R28E, SEC 22, UNITS A,B,C,D,E,H,N,O,P	OXY USA INC

# Extending a Lease

EXHIBIT "A"  
WELLS, CAs, LEASES CONTINUED

NMSLO OGL NUMBER	ISSUE DATE	LEGAL DESCRIPTION	LESSEE OF RECORD
VB-678-3	7/1/2005	T26S-R28E, SEC 27, UNITS I,J,O,P	COG OPERATING LLC
VB-1126-2	3/1/2007	T26S-R28E, SEC 27, UNIT A,B,C,D,E,F,G,H,K,L,M,N	COG OPERATING LLC
VB-1127-2	3/1/2007	T26S-R28E, SEC 34, UNITS 1,2,3,4,A,B,C,D	COG OPERATING LLC
V0-7469-1	7/1/2005	T26S-R28E, SEC 16, UNITS C,D,E,F,K,L,M,N	EOG RESOURCES INC
V0-7446-0	7/1/2005	T26S-R28E, SEC 16, UNITS A,B,G,H,I,J,O,P	THE ALLAR COMPANY
V0-7468-1	7/1/2005	T26S-R28E, SEC 15, UNITS C,D,E,F,K,L,M,N	EOG RESOURCES INC
V0-7445-0	7/1/2005	T26S-R28E, SEC 15, UNITS A,B,G,H,I,J,O,P	THE ALLAR COMPANY
VB-677-0	7/1/2005	T26S-R28E, SEC 10, UNITS C,D,E,F,K,L,M,N	THE ALLAR COMPANY
*VB-695-1	7/1/2005	T26S-R28E, SEC 10, UNITS A,B,G,H,I,J,O,P	EOG RESOURCES INC

\*NMSLO Oil and Gas Lease VB-695-1 has an active well producing from the lease that will not be shut-in, so this lease does not require a suspension or extension at this time. If the well needs to be shut-in, we will submit an additional request.

# Extending a Lease

## P.9 Reworking a Com Extension Request



ConocoPhillips  
600 W. Illinois Ave.  
Midland, TX 79701  
[www.conocophillips.com](http://www.conocophillips.com)

January 26, 2024

***Via Email & Certified Mail***

Ms. Stephanie Garcia Richard  
Commissioner of Public Lands  
New Mexico State Land Office  
P.O. Box 1148  
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing ([amarks@slo.state.nm.us](mailto:amarks@slo.state.nm.us))  
Denise Gallegos, Oil & Gas Lease Manager ([dgallegos@slo.state.nm.us](mailto:dgallegos@slo.state.nm.us))  
Rubel Salazar, Oil & Gas Management Analysis ([rsalazar@slo.state.nm.us](mailto:rsalazar@slo.state.nm.us))  
Baylen Lamkin, Petroleum Special Supervisor ([blamkin@slo.state.nm.us](mailto:blamkin@slo.state.nm.us))

Re: **Notice, Invoking Extension by Rework – Paragraph 9**  
**Albatross State Com 1H Communitization Agreement PUN 1341190**  
**E2E2 Section 30**  
**Township 18 South, Range 35 East, NMPM**  
**Lea County, New Mexico**

Dear Commissioner Garcia Richard:

COG Operating LLC, a subsidiary of ConocoPhillips ("COG"), is the working interest owner in, and operator of the Albatross State Com 1H well. On December 27, 2023, the Albatross State Com 1H well ceased producing due to mechanical issues and requires rework operations. Therefore, per Paragraph 9 of the Communitization Agreement, COG is notifying your office that the well is down and requests to invoke the rework provision to extend the Communitization Agreement. The well is holding the following Communitization Agreement, described more particularly on Exhibit "A".

A check in the amount of \$500.00 for the administrative fee, associated with invoking the rework provision in the Communitization Agreement, will be mailed to you following this letter. Please let us know if you have any questions. Thank you.

Regards,

*Ruth Pelzel*

*Ruth Pelzel*  
Senior Land Negotiator, North Delaware Basin East  
[Ruth.Pelzel@conocophillips.com](mailto:Ruth.Pelzel@conocophillips.com)  
Office: (432) 253-9695

Exhibit "A"

Well Name	API	Shut-In Date
Albatross State Com #1h	30-025-41809	December 27, 2023

Communitization Agreement Name	Communitization Date and PUN	Legal Description
Albatross State Com #1h	May 7, 2014	E2E2 Sec 30 T18S-35E
	1341190	



# Annual Rental Payments



Stephanie Garcia Richard  
COMMISSIONER

State of New Mexico  
Commissioner of Public Lands  
310 OLD SANTA FE TRAIL P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

(505) 827-5700  
FAX (505) 827-5853

## BILLING STATEMENT

Mail payment to:  
STATE OF NEW MEXICO COMMISSIONER  
OF PUBLIC LANDS  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

If payment has already been sent, please disregard this billing statement.  
When you provide a check as payment, you authorize the State of New Mexico to  
either use information from your check to make a one time electronic fund  
transfer from your account or to process the payment as a check transaction.

PLEASE FILL IN AMOUNT PAID & RETURN ONE COPY OF THE BILL WITH PAYMENT

Invoice Number 254614	Invoice Status INITIAL 0	Invoice Date 05/23/2024		Total Due 40.00	Amount Paid	
RENTAL NOTICE: PAYMENT SHOULD BE MADE ON OR BEFORE THE DUE DATE BELOW. ANNUAL RENTALS MUST BE PAID IN ADDITION TO ROYALTIES ON PRODUCTION.						
Lease Number	Sources	Due Date	Amount Due	Interest	Penalty	Total Due
	Oil & Gas - Rental	06/19/2024	40.00	0.00	0.00	40.00
	TOTAL		40.00	0.00	0.00	40.00

Invoices are generated and mailed out 30 days before rental payment due date.

If a lessee is not bonded and in a unit, the unit operator must obtain an assignment of the lease in order to keep the lease in the unit and not disrupt the unit, if the lessee doesn't post a bond. The Land Office does NOT allow a unit operator to post a bond.

Principal, existing and doing business under and by virtue of the laws of the State of \_\_\_\_\_, organized, existing and doing business under and by virtue of the laws of the State of \_\_\_\_\_, and authorized to receive a survey by virtue of the State of \_\_\_\_\_ are hold and finally bound unto the New Mexico Commission of Public Lands in the sum of **Twenty-five Thousand Dollars: (\$25,000)** for the following use:

1. For the use and benefit of the Commissioner, to secure the performance of said Principal as lessee under one or more state leases or permits for minerals, oil and gas, coal or geothermal resources or as holder under one or more state right-of-way or easements which Principal has heretofore executed or may hereafter execute with the Commissioner; and
2. For the use and benefit of the Commissioner, state surface leases; state land contract purchases; state patents; and their successors and assigns, to pay for damages to the surface of lands subject to a state lease or permit for minerals, oil and gas, coal or geothermal resources or a state right-of-way or easement held by Principal, or for damages to surface improvements located thereon, suffered by reason of Principal's operations under a state lease or permit for minerals, oil and gas, coal or geothermal resources or under a state right-of-way or easement.

For the payment of said sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The conditions of the foregoing obligations are:

1. If the above bound Principal or its successors or assigns shall well and truly perform and keep all terms, covenants, conditions, and requirements of all state leases for minerals, oil and gas, coal or geothermal resources and of all state right-of-way and easements heretofore or hereafter executed by the Commissioner and Principal, including the payment of royalties when due and compliance with all established mining plans; and
2. If Principal or its successors or assigns shall in all respects make good and sufficient recompense, satisfaction or payment to the Commissioner of Public Lands for damages to the surface of lands subject to a state lease or permit for minerals, oil and gas, coal or geothermal resources or a state right-of-way or easement held by Principal and for damages to livestock, water, crops, tangible improvements or surface improvements of any kind located thereon suffered by reason of Principal's operations under such state lease, permit, right-of-way or easement heretofore or hereafter executed by the Commissioner and Principal;

THEN, the obligation to pay the sum of Twenty-five Thousand Dollars (\$25,000) shall be null and void.

If however, Principal shall default or otherwise fail in performance under such state lease, permit, right-of-way or easement, including the failure to pay royalties when due or to comply with established mining plans, or if Principal shall fail or refuse to make good and sufficient recompense, satisfaction or payment to the Commissioner for damages to the surface of the above designated lands or to improvements located thereon, then the obligation to pay said sum shall remain in full force and effect.

**NEW MEXICO COMMISSION OF PUBLIC LANDS**

310 Old Santa Fe Trail  
P.O. Box 1148  
Santa Fe, NM 87504-1148

**ASSIGNMENT OF CASH COLLATERAL**

(MUST BE A FEDERALLY-CHARTERED BANK OR FEDERALLY OR STATE CHARTERED SAVINGS AND LOAN ASSOCIATION)

Pursuant to the applicable rules for State Trust Lands under Title 19 Chapter 2, \_\_\_\_\_ Dated \_\_\_\_\_

of \_\_\_\_\_  
(Address)

has deposited with the \_\_\_\_\_  
(Name of State or National Bank or Savings Association)

of \_\_\_\_\_  
(Address) "Financial Institution" and "Trustee"

the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in Certificate of Deposit or Savings \_\_\_\_\_  
(“Fund”). Grantee hereby assigns and conveys all right, title and interest in the \_\_\_\_\_  
Mexico State Land Office (or successor agency). Grantee and Financial Institution agree that as to the \_\_\_\_\_

- a. The New Mexico State Land Office acquire by this assignment the entire beneficial interest in the right to order the Trustee in writing to distribute the Fund to the person(s) determined by the Mineral Division to be entitled thereto, including the New Mexico State Land Office as determined by the Division, without further consent by Grantee. Financial Institution hereby agrees that the New Mexico State Land Office is Financial Institution's customer with respect to the \_\_\_\_\_
- b. Grantee retains no legal or beneficial interest in the Fund and has only the right to interest, if any, to return of the Fund upon written order of the Oil, Gas and Mineral Division.
- c. The Financial Institution agrees that the Fund may not be assigned, transferred, pledged or disposed written order of the New Mexico State Land Office or a court of competent jurisdiction proceeding in accordance with the New Mexico State Land Office is a party. The Financial Institution or its common law heirs or rights-of-assign against the fund, by reason of fraud or otherwise or obligation. Financial Institution now existing or hereafter incurred.
- d. Grantee agrees that the Financial Institution may deduct from time to time Grantee any amounts by the Financial Institution if any claim or demand made via writ, summons or other process arising from Grantee's business is made upon the Financial Institution.

This instrument shall be governed by the laws of the State of New Mexico.

Name of Grantee \_\_\_\_\_ Name of Financial Institution \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Signature of Grantee, \_\_\_\_\_ Signature of Authorized \_\_\_\_\_  
Personally or Authorized Officer \_\_\_\_\_ Officer of Financial Institution \_\_\_\_\_

Title \_\_\_\_\_ Officer's Title \_\_\_\_\_

# When does OGM do Environmental Reviews?

LEASE ASSIGNMENTS

TRACTS FOR LEASE SALE

LEASES THAT ARE  
TERMINATED / EXPIRED

AS REQUESTED BY LEGAL

UNIT ASSIGNMENTS

ROYALTY REFUND

BONDING PROGRAM

PAYING QUANTITIES

OTHER REVIEWS

TRESPASS

UNIT TRANSFERS OR TERMINATIONS

# Steps for Review

1

Look at lease in GIS to see location, estate status, and wells/other infrastructure on the lease.

2

Use OCD spills page to look for spills on the land covered by the lease.

Spill noted prior to 2018 *may* have been remediated but still appear, due to OCD's system.

3

Look at each individual well on OCD site to see if there are open spills or compliance issues and well status.

4

Use Google Earth to look at satellite imagery from the past several years to look for spills on both wells, flowlines, and tank batteries. Review imagery in GIS since this can be more recent.

5

Look at other imagery to see if there is high-enough resolution to see spills.

6

Will also look for:

- Equipment or other trash left behind at plugged wells or on lease.
- Well pads and access roads that have not been remediated.
- Open pits that need to be filled and remediated.
- Any other issues that might be visible from Google Earth.

7

Request a Field Visit if needed.

# OCD Spill Search for Lease Area

## OCD Permitting

Home > Searches > Spills

### Spill Search

Welcome to our spill search. It is designed to help you find spills based on various constraints.

### Location Information

District:

County:

OCD Unit Letter:

Section:

Township:

Range:

Incident Number	Associated Structures (Facility / Well)	Operator	Severity	Incident Type	Lease Type	Incident Referrer	Incident Date	Notification Date	Final Report	Material	Volume Released	Volume Recovered	Volume Lost	Unit Of Volume	Spill Cause	Spill Source
HAPP2226328962	[HAPP2203433137] Foran State Central Tank Battery	[328947] Spur Energy Partners LLC	Minor	Produced Water Release	State	Industry Rep	09/16/2022	09/20/2022		Crude Oil	1	1	0	BBL	Corrosion	Treating Tower
HAPP2226328962	[HAPP2203433137] Foran State Central Tank Battery	[328947] Spur Energy Partners LLC	Minor	Produced Water Release	State	Industry Rep	09/16/2022	09/20/2022		Produced Water	6	6	0	BBL	Corrosion	Treating Tower
HAPP2216423721		[221115] FRONTIER FIELD SERVICES, LLC	Minor	Natural Gas Release	State	Industry Rep	06/12/2022	06/13/2022		Condensate	22	0	22	BBL	Corrosion	Pipeline (Any)
HAPP2216455852	[30-015-05168] STATE A #001	[329319] LH Operating, LLC	Minor	Produced Water Release	State	Industry Rep	06/08/2022	06/13/2022		Crude Oil	1	0	1	BBL	Normal Operations	Flow Line - Production
HAPP2216455852	[30-015-05168] STATE A #001	[329319] LH Operating, LLC	Minor	Produced Water Release	State	Industry Rep	06/08/2022	06/13/2022		Produced Water	6	0	6	BBL	Normal Operations	Flow Line - Production
HAPP2208944359	[30-015-05170] STATE B #001	[329319] LH Operating, LLC		Oil Release	State	Industry Rep	03/15/2022	03/30/2022		Crude Oil	1	0	1	BBL	Equipment Failure	Gasket
HAPP2208944359	[30-015-05170] STATE B #001	[329319] LH Operating, LLC		Oil Release	State	Industry Rep	03/15/2022	03/30/2022		Produced Water	3	0	3	BBL	Equipment Failure	Gasket
HAPP2118847775	[30-015-28880] WILLOW STATE #001	[328947] Spur Energy Partners LLC	Major	Produced Water Release	State	Industry Rep	06/17/2021	06/17/2021		Produced Water	98	0	98	BBL	Equipment Failure	Flow Line - Production
HAB1511430388	[30-015-05178] KERSEY STATE #001	[290537] LARRY MARKER DBA MARKER OIL		Produced Water Release	State	Industry Rep	04/13/2015			Crude Oil	1	1	0	BBL	Other	Tank (Any)
HAB1511430388	[30-015-05178] KERSEY STATE #001	[290537] LARRY MARKER DBA MARKER OIL		Produced Water Release	State	Industry Rep	04/13/2015			Produced Water	1	1	0	BBL	Other	Tank (Any)
HAB1427652866	[30-015-32844] WILLOW STATE #004	[328947] Spur Energy Partners LLC	Minor	Produced Water Release	State	Industry Rep	09/23/2014	06/03/2014	11/18/2014	Crude Oil	7	3	4	BBL	Other	Fitting
HAB1427652866	[30-015-32844] WILLOW STATE #004	[328947] Spur Energy Partners LLC	Minor	Produced Water Release	State	Industry Rep	09/23/2014	06/03/2014	11/18/2014	Produced Water	7	3	4	BBL	Other	Fitting
HMP1407332688	[30-015-05163] STATE AZ #001	[269324] LINN OPERATING, LLC	Major	Oil Release	State	Industry Rep	01/26/2014		06/14/2016	Crude Oil	10	0	10	BBL	Fire	Valve
JIW1402429852	[30-015-05170] STATE B #001	[269324] LINN OPERATING, LLC	Minor	Oil Release	State	Industry Rep	01/06/2014			Crude Oil	20	10	10	BBL	Human Error	Valve
JIW1331729774	[30-015-33089] OXY SPUMONI STATE #001	[328947] Spur Energy Partners LLC	Major	Produced Water Release	State	Industry Rep	10/27/2013		08/06/2014	Produced Water	510	459	51	BBL	Equipment Failure	Tank (Any)
JIW1331729774	[30-015-33089] OXY SPUMONI STATE #001	[328947] Spur Energy Partners LLC	Major	Produced Water Release	State	Industry Rep	10/27/2013		08/06/2014	Crude Oil	1	1	0	BBL	Equipment Failure	Tank (Any)
JIW1318349474	[30-015-28880] WILLOW STATE #001	[328947] Spur Energy Partners LLC	Major	Produced Water Release	State	Industry Rep	06/08/2013		08/15/2014	Produced Water	400	390	10	BBL	Equipment Failure	Flow Line - Production
JIW1310156415	[30-015-28880] WILLOW STATE #001	[328947] Spur Energy Partners LLC	Minor	Produced Water Release	State	Industry Rep	03/23/2013		04/11/2013	Produced Water	9	8	1	BBL	Human Error	Valve





# OCD Well Page for Compliance Issues

cTM1721233956

Violation Source: Field Inspection  
 Date of Violation: 07/31/2017  
 Compliance Required: 11/03/2017

Resolved:

## Notes

GENERAL HOUSEKEEPING

## Actions/Events

Event Date	Category	Type
07/31/2017	Enforcements	Operation/Maintenance
07/31/2017	Notifications	Letter of Violation

**LINN OPERATING, INC.**  
 600 Travis Street Suite 1400  
 Houston TX 77002-7002

## LETTER OF VIOLATION - Inspection

Dear Operator:

The following inspection(s) indicate that the well, equipment, location or operational status of the well(s) failed to meet standards of the New Mexico Oil Conservation Division as described in the detail section below. To comply with standards imposed by Rules and Regulations of the Division, corrective action must be taken immediately and the situation brought into compliance. The detail section indicates preliminary findings and/or probable nature of the violation. This determination is based on an inspection of your well or facility by an inspector employed by the Oil Conservation Division on the date(s) indicated.

Please notify the proper district office of the Division, in writing, of the date corrective actions are scheduled to be made so that arrangements can be made to reinspect the well and/or facility.

## INSPECTION DETAIL SECTION

STATE B No.004

I-16-17S-31E

30-015-05173-00-00

Inspection Date	Type Inspection	Inspector	Violation?	*Significant Non-Compliance?	Corrective Action Due By:	Inspection No.
07/31/2017	Routine/Periodic	Tony Morales	Yes	No	11/3/2017	iTM1721233896

Violations  
 General Housekeeping (Rule 114)  
 Comments on Inspection: OK. All Equipment and Location in Good Shape. PJ STAINING UNDER PJ. OLD TANK BATTERY ON LOCATION 19.15.35.7B

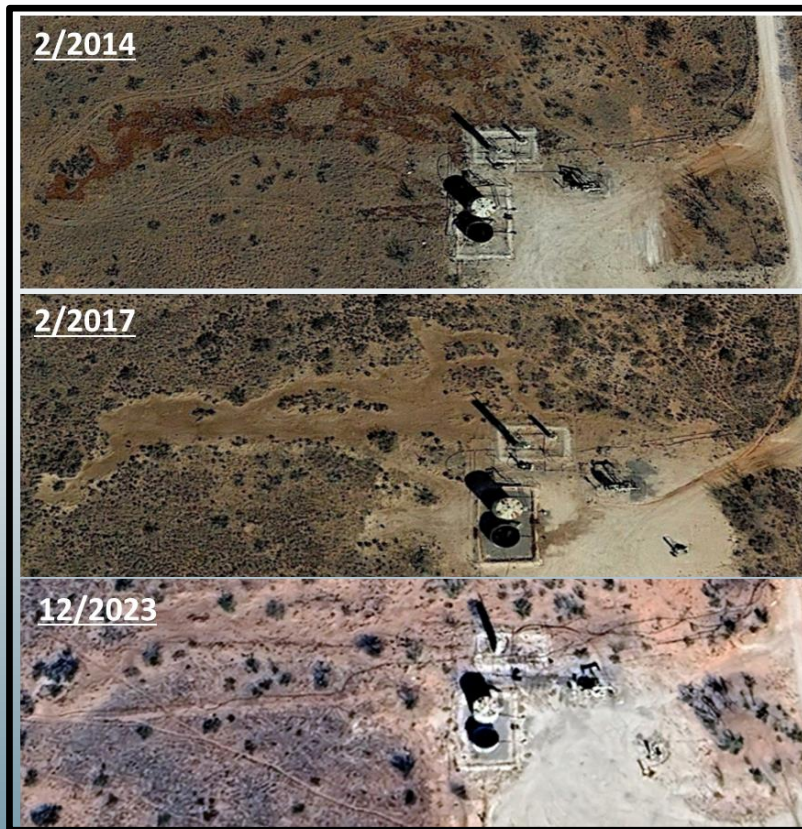
# Satellite Imagery Review

## Possible Tank Battery Spill

- Full estate
- Possible staining first seen in 2019 and in 2020
- No reported spills or incidents with NMOCD



# Satellite Imagery Review



- Full estate
- SLO found a 2015 spill release with OCD.
- Significant release in 2014, not reported, appears additional release from tank berms in 2017, scarring from initial release still seen



# Satellite Imagery Review

- Full estate
- Significant release in 2014, not reported, appears additional release from tank berms in 2017, scarring from initial release still seen



# Satellite Imagery Review

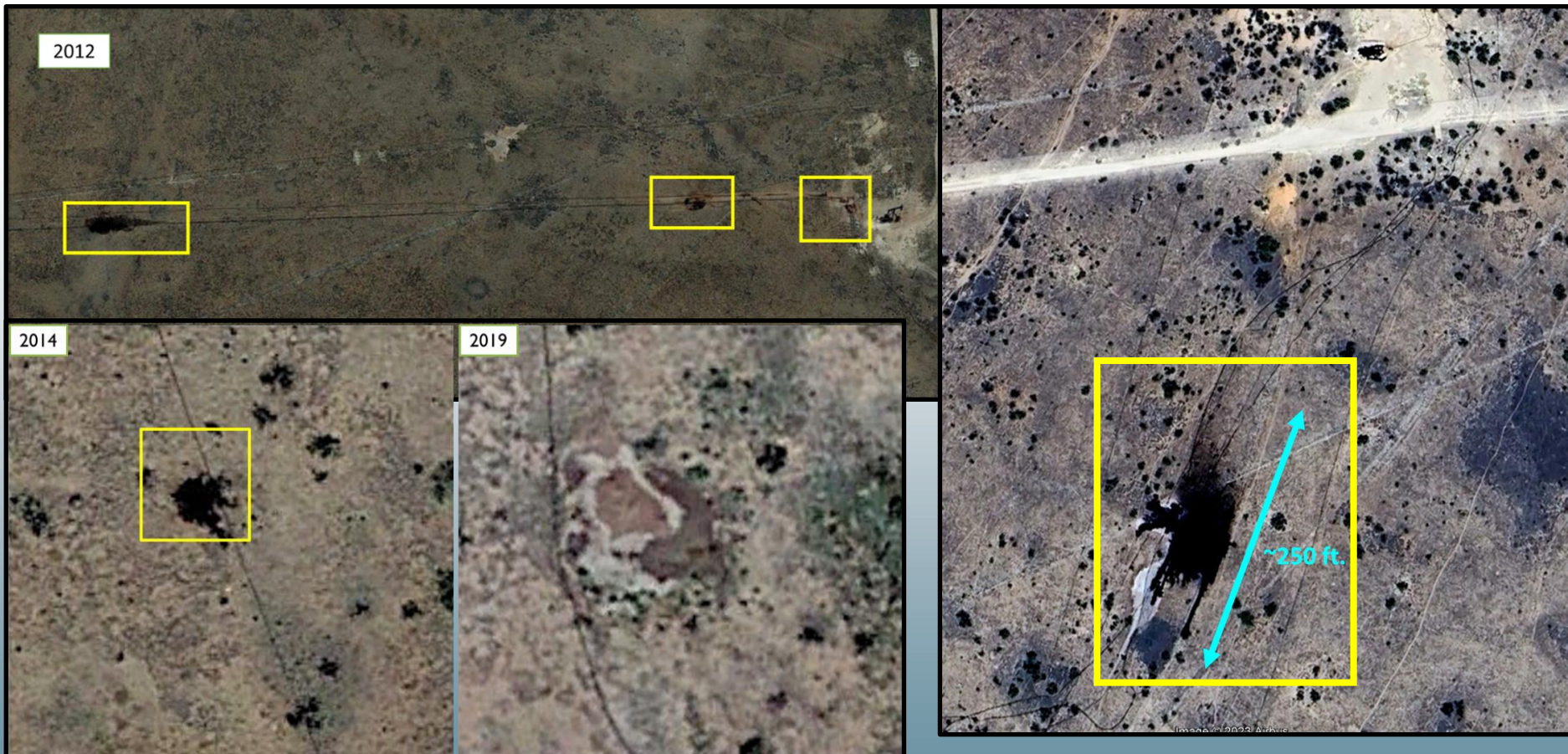
## TANK BATTERY SPILLS





# Satellite Imagery Review

## FLOW LINE SPILLS



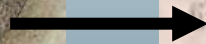


# Satellite Imagery Review

## EXAMPLE OF WELL PAD REMEDIATED, OLD EQUIPMENT AND PITS



2017



2022



# Helpful Links



## **New Mexico State Land Office**

[www.nmstatelands.org](http://www.nmstatelands.org)

Leasing Royalty management agency for State Trust Lands

## **New Mexico State Land Office Oil and Gas Manual**

<https://www.nmstatelands.org/divisions/oil-gas-and-minerals/oil-and-gas/notices/>

2023 Oil and Gas Manual

## **New Mexico State Land Office Lease Portal**

<https://secure.slo.state.nm.us/Applications/SLOConnect>

Information Look up for various instruments

## **New Mexico Oil Conservation Division**

<http://emnrd.state.nm.us/ocd/>

ONGARD database for open acres and a wealth of other state data.