

Submit 1 Copy To Appropriate District Office  
District I - (575) 393-6161  
1625 N. French Dr., Hobbs, NM 88240  
District II - (575) 748-1283  
811 S. First St., Artesia, NM 88210  
District III - (505) 334-6178  
1000 Rio Brazos Rd., Aztec, NM 87410  
District IV - (505) 476-3460  
1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico  
Energy, Minerals and Natural Resources

Form C-103  
Revised July 18, 2013

OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

WELL API NO. 30-015-41362
5. Indicate Type of Lease STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name Irritable 22 State Com
8. Well Numbers: 4H
9. OGRID Number 6137
10. Pool name or Wildcat Hay Hollow; Bone Spring, North

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)	
1. Type of Well: Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>	
2. Name of Operator DEVON ENERGY PRODUCTION CO LP	
3. Address of Operator PO BOX 250, ARTESIA, NM 88210	
4. Well Location Unit Letter <u>D</u> : <u>330</u> feet from the <u>NORTH</u> line and <u>660</u> feet from the <u>WEST</u> line Section <u>22</u> Township <u>25S</u> Range <u>27E</u> NMPM County <u>Eddy</u>	
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3117' GL	

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	P AND A <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	MULTIPLE COMPL <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>	
DOWNHOLE COMMINGLE <input type="checkbox"/>			
CLOSED-LOOP SYSTEM <input type="checkbox"/>			
OTHER: <input type="checkbox"/>		OTHER: Reclaim Location <input checked="" type="checkbox"/>	

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

**For Information Only.** This location pad was built 12/15/15, with no conductor. The APD has expired and Devon does not have any immediate plans to drill on this pad; therefore, this location has been reclaimed.

Devon Energy also requests permission to leave all power poles on location for future use of Devon wells.  
Thank you.

NM OIL CONSERVATION  
ARTESIA DISTRICT  
SEP 18 2017

Spud Date:

Rig Release Date:

RECEIVED

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

SIGNATURE Al. Menoud TITLE ADMIN FIELD SUPPORT DATE 8/10/2017

Type or print name DENISE MENOUD E-mail address: denise.menoud@devon.com PHONE: (575)746-5544

**For State Use Only**

APPROVED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Conditions of Approval (if any):

DIRECTION  
56 deg(T)

32.12205°N  
104.18463°W

ACCURACY 5 m  
DATUM WGS84

Irritable 22 State  
Com 4H

6/23/17, 12:41:23 PM





NM OIL CONSERVATION  
ARTESIA DISTRICT

SEP 18 2017

RECEIVED

Aubrey Dunn  
COMMISSIONER

*State of New Mexico*  
*Commissioner of Public Lands*

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

September 29, 2015

Devon Energy Production Company  
6488 Seven Rivers Highway  
Artesia, NM 88210

Attn: Richard Wedman

Re: NM State Land Office Right of Way Easement R-34838 (Existing Xcel Tie-in to the  
Irritable 22 State 4H)

Dear Mr. Wedman:

Enclosed is your approved signed copy of the captioned grant of right-of-way easement.  
Also enclosed is an Affidavit of Completion form to be completed and returned to this  
office upon completion of the project.



If any corrections are necessary, please let us know and we will retype or amend the  
document as necessary. If you have any questions, please feel free to contact Mrs.  
Melissa Armijo of the Rights of Way Department at 827-5728 or via email at  
[marmijo@slo.state.nm.us](mailto:marmijo@slo.state.nm.us).

Sincerely,

  
Aubrey Dunn  
Commissioner of Public Lands

Enclosures

AD\ma

Ready for LPR  
✓ - Released to custody  
✓ -  Copy made for File  
 cc 1090269201  
RW

**STATE OF NEW MEXICO  
COMMISSIONER OF PUBLIC LANDS  
GRANT OF RIGHT-OF-WAY**

Right-of-Way Easement No34838  
Existing Xcel Tie In to the Irritable State Com 4 H

This indenture made this 29<sup>th</sup> day of September, 2015 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, "Grantor" and, Devon Energy Production Company, LP whose address is 6488 Seven Rivers Highway, Artesia, NM 88210 "Grantee;"

**WITNESSETH:**

That Grantor, for and in consideration of the sum of \$2,143.37----- Two Thousand One Hundred Forty Three Dollars and 37/100----- cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to Grantee a right-of-way for the sole and exclusive purpose of a 3 phase 14 KV overhead electric line including the right to enter upon the real estate hereinafter described at any time that it may see fit to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 30 feet in width in Eddy County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A.

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for a term of 35 years. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be parallel to, cross over or bisect this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.

GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH

FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

4. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
5. All pipelines placed on said lands by virtue of this grant shall be buried not less than twenty inches (20") deep. An exception to this requirement may be granted on other than agricultural lands when hard rock is encountered which would require blasting, or when a temporary pipeline is necessary and will not unduly hamper other surface uses. Deviation of the twenty-inch depth must be shown on the plat accompanying the application for right-of-way or by the filing of an amended plat upon completion of construction.
6. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
7. Grantee shall not assign this right-of-way without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof.
8. The rights granted herein are subject to valid existing rights.
9. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
10. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactments pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

11. Non-use of the right-of-way granted herein for any period in excess of one (1) year following the initial construction of improvements, without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon.
12. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder.
13. Not with standing anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
14. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
15. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
16. This grant shall become effective upon its execution by Grantor.

**STIPULATIONS:**

- 1. Temporary Construction Space is granted up to 20' during initial construction and maintenance. Exclude remediation phase. Temporary Work Space not to exceed 180 days.**

GRANTEE:


By: *Richard Wedman*

ACKNOWLEDGMENT

STATE OF New Mexico )  
COUNTY OF Eddy ) ss.

The foregoing instrument was acknowledged before me this 16th day of September, 20 15,  
by Richard Wedman, of Devon Energy Production Co., L.P. a  
Oklahoma Limited Partnership corporation, on behalf of said corporation.

My Commission Expires:

7-11-17  OFFICIAL SEAL  
YSENIA NAVARRETTE  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 7-11-17

*Ysenia Navarrette*  
NOTARY PUBLIC

STATE OF NEW MEXICO

BY: *Aubrey Dunn*  
Aubrey Dunn  
Commissioner of Public Lands

DATE: 9-29-15

S-25 (Revised 01/03/2000)

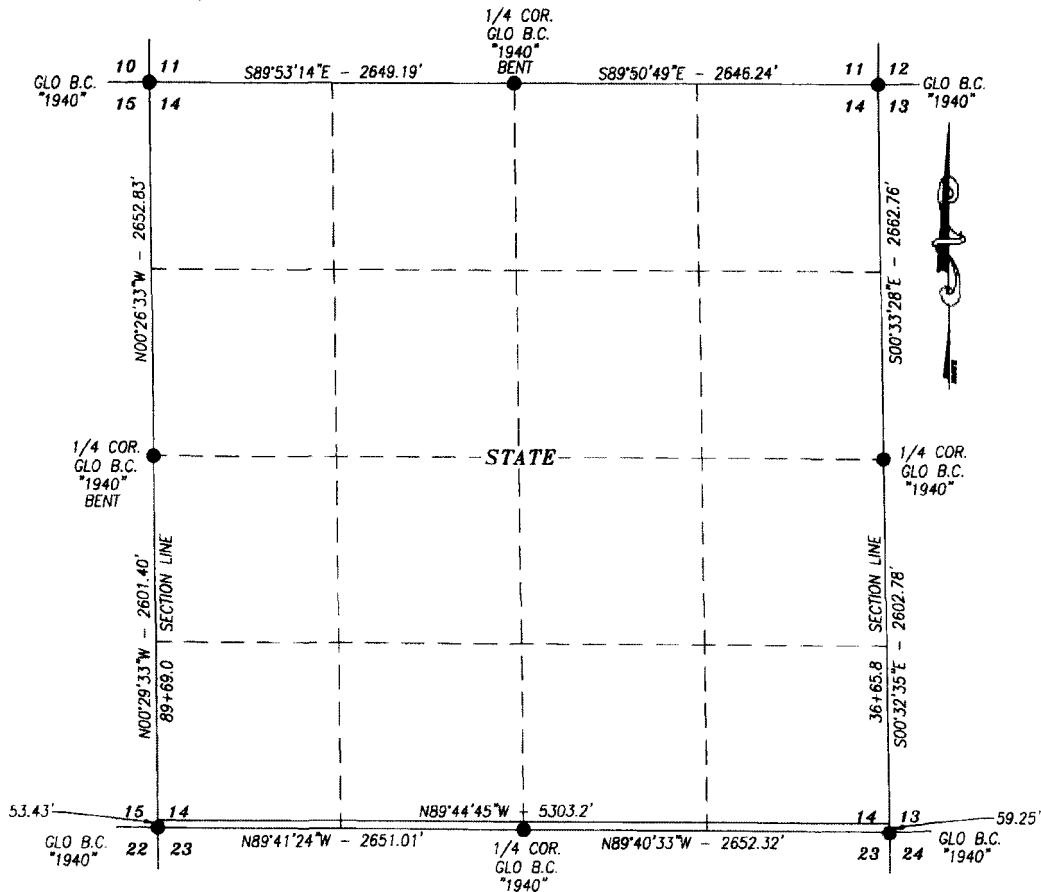
NM OIL CONSERVATION  
ARTESIA DISTRICT

SEP 18 2017

RECEIVED

**POWER LINE PLAT: MAIN LINE  
DEVON ENERGY PRODUCTION CO. LP.**

A POWER LINE FROM AN EXISTING XCEL LINE TO THE PROPOSED IRRITABLE 22 ST. COM #4H IN  
**SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST, N.M.P.M.,**  
EDDY COUNTY, NEW MEXICO.



**DESCRIPTION**

A STRIP OF LAND 30.0 FEET WIDE CROSSING STATE OF NEW MEXICO LAND IN SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST, NMPM, EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET RIGHT AND 15.0 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION, WHICH LIES N00°32'40"W 59.25 FEET FROM THE SOUTHEAST CORNER; THEN N89°44'45"W 5303.2 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, WHICH LIES N00°29'33"W 53.43 FEET FROM SOUTHWEST CORNER.

SAID STRIP OF LAND BEING 5303.2 FEET OR 321.41 RODS IN LENGTH, CONTAINING 3.652 ACRES MORE OR LESS AND BEING ALLOCATED BY FORTIES AS FOLLOWS:

SE/4 SE/4 80.38 RODS OR 0.913 ACRES  
SW/4 SE/4 80.37 RODS OR 0.913 ACRES

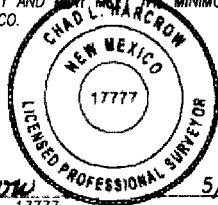
SE/4 SW/4 80.33 RODS OR 0.913 ACRES  
SW/4 SW/4 80.33 RODS OR 0.913 ACRES

**BASIS OF BEARING:**

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE GRID VALUES.

**CERTIFICATION**

I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

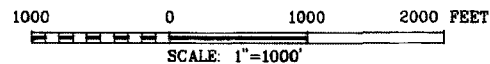


*Chad Harcrow*  
CHAD HARCROW N.M.P.S. NO. 17777

5/26/15  
DATE

**HARCROW SURVEYING, LLC**

2314 W MAIN ST. ARTESIA, N.M. 88210  
PH: (575) 746-2158 FAX: (575) 746-2158  
c.harcrow@harcrowsurveying.com



**DEVON ENERGY PRODUCTION CO. LP.**

SURVEY OF A PROPOSED POWER LINE LOCATED IN  
SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST,  
EDDY COUNTY, NMPM, NEW MEXICO

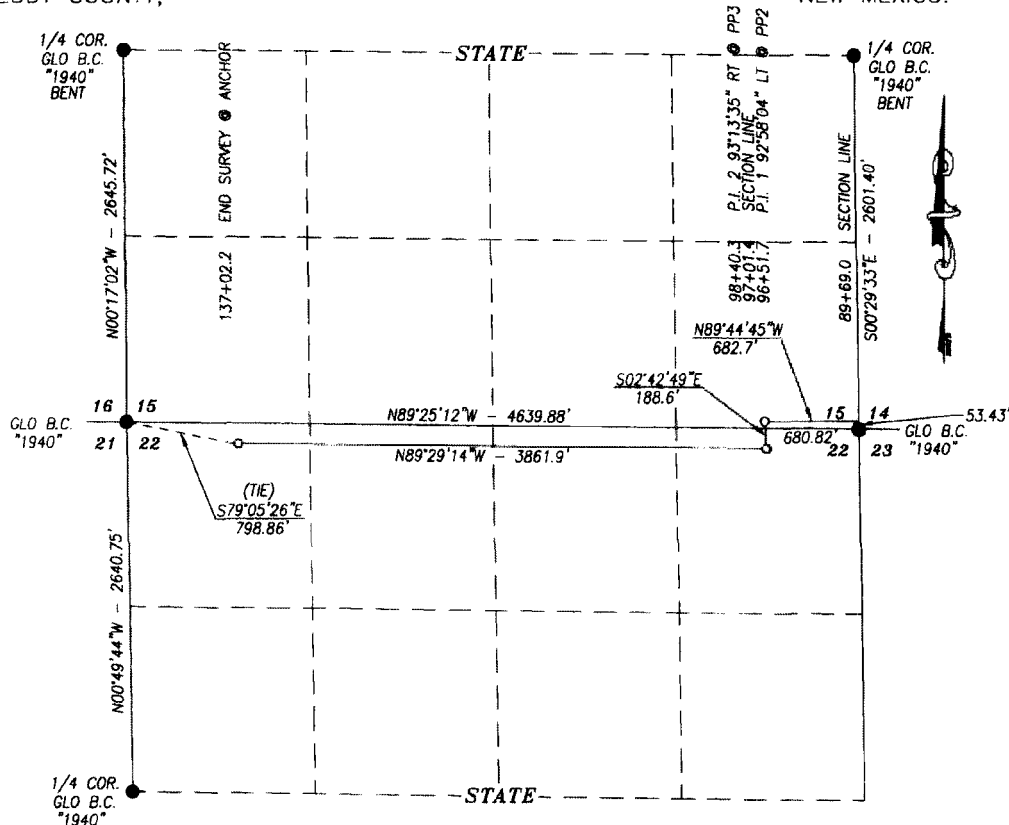
SURVEY DATE: MAY 7, 2015	DEVON 397524E
DRAFTING DATE: MAY 18, 2015	PAGE 2 OF 9
APPROVED BY: CH	DRAWN BY: VD FILE: 15-569



**POWER LINE PLAT: MAIN LINE  
DEVON ENERGY PRODUCTION CO. LP.**

IRRITABLE & TRANQUIL ELECTRIC LINE IN

**SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27 EAST, N.M.P.M.,  
EDDY COUNTY, NEW MEXICO.**



**DESCRIPTION**

A STRIP OF LAND 30.0 FEET WIDE CROSSING STATE OF NEW MEXICO LAND IN SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27 EAST, NMPM, EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET RIGHT AND 15.0 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY; WITH ANCHORS EXTENDING OUTSIDE OF CENTERLINE SURVEY 17' NORTHERLY AND WESTERLY AT PI 1 AND SOUTHERLY AND EASTERLY AT PI 2, WHICH WILL BE ACCOUNTED FOR IN FOOTAGES, RODS AND ACREAGE:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 15, WHICH LIES N00°29'33"W 53.43 FEET FROM THE SOUTH EAST CORNER; THEN N89°44'45"W 682.7 FEET; THEN S02°42'49"E 188.6 FEET; THEN N89°29'14"W 3861.9 FEET TO A POINT IN THE NW/4 NW/4 OF SECTION 22, WHICH LIES S79°05'26"E 798.86 FEET FROM NORTHWEST CORNER.

SAID STRIP OF LAND BEING 4801.2 FEET OR 290.98 RODS IN LENGTH, CONTAINING 3.307 ACRES MORE OR LESS AND BEING ALLOCATED BY FORTIES AS FOLLOWS:

**SECTION 15**

SE/4 SE/4 46.43 RODS OR 0.528 ACRES

**SECTION 22**

NE/4 NE/4 50.14 RODS OR 0.570 ACRES

NW/4 NE/4 80.61 RODS OR 0.916 ACRES

NE/4 NW/4 80.61 RODS OR 0.916 ACRES

NW/4 NW/4 33.19 RODS OR 0.377 ACRES

**BASIS OF BEARING:**

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE GRID VALUES.

**CERTIFICATION**

I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAN MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.



*Chad Harcrow*  
CHAD HARCROW N.M.P.S. NO. 17777

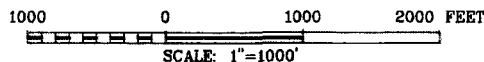
5/26/15  
DATE

**HARCROW SURVEYING, LLC**

2314 W. MAIN ST. ARTESIA, N.M. 88210

PH: (575) 746-2158 FAX: (575) 746-2158

c.harcrow@harcrowsurveying.com



**DEVON ENERGY PRODUCTION CO. LP.**

SURVEY OF A PROPOSED POWER LINE LOCATED IN  
SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27  
EAST, EDDY COUNTY, NMPM, NEW MEXICO

SURVEY DATE: MAY 7, 2015

DEVON 397524E

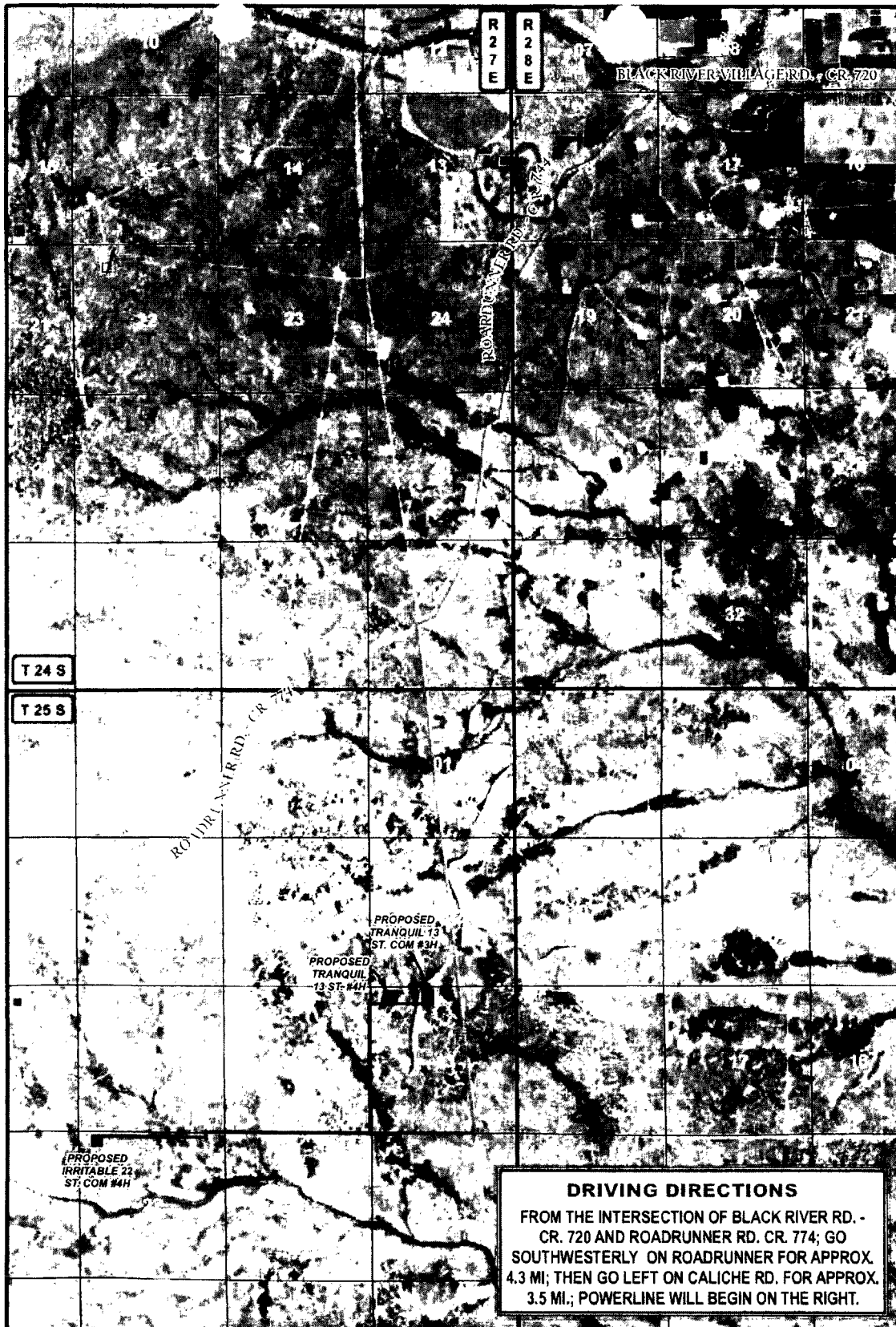
DRAFTING DATE: MAY 19, 2015

PAGE 3 OF 9

APPROVED BY: CH

DRAWN BY: VD

FILE: 15-569



### DRIVING DIRECTIONS

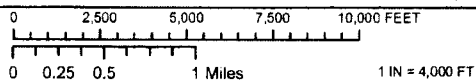
FROM THE INTERSECTION OF BLACK RIVER RD. - CR. 720 AND ROADRUNNER RD. CR. 774; GO SOUTHWESTERLY ON ROADRUNNER FOR APPROX. 4.3 MI; THEN GO LEFT ON CALICHE RD. FOR APPROX. 3.5 MI.; POWERLINE WILL BEGIN ON THE RIGHT.

### LEGEND

- ANCHOR
- POWERPOLE
- MAIN POWERLINE
- LATERAL POWERLINE
- WELL
- WELL PAD
- EXISTING XCBL POWERLINE

### IRRITABLE & TRANQUIL POWERLINE

SECTIONS: 13, 14, 15, 22 TOWNSHIP: 25 S. RANGE: 27 E.  
STATE: NEW MEXICO COUNTY: EDDY SURVEY: N.M.P.M  
W.O. # 15-569 LEASE: IRRITABLE/TRANQUIL ST.



DRIVING DIRECTIONS

IMAGERY

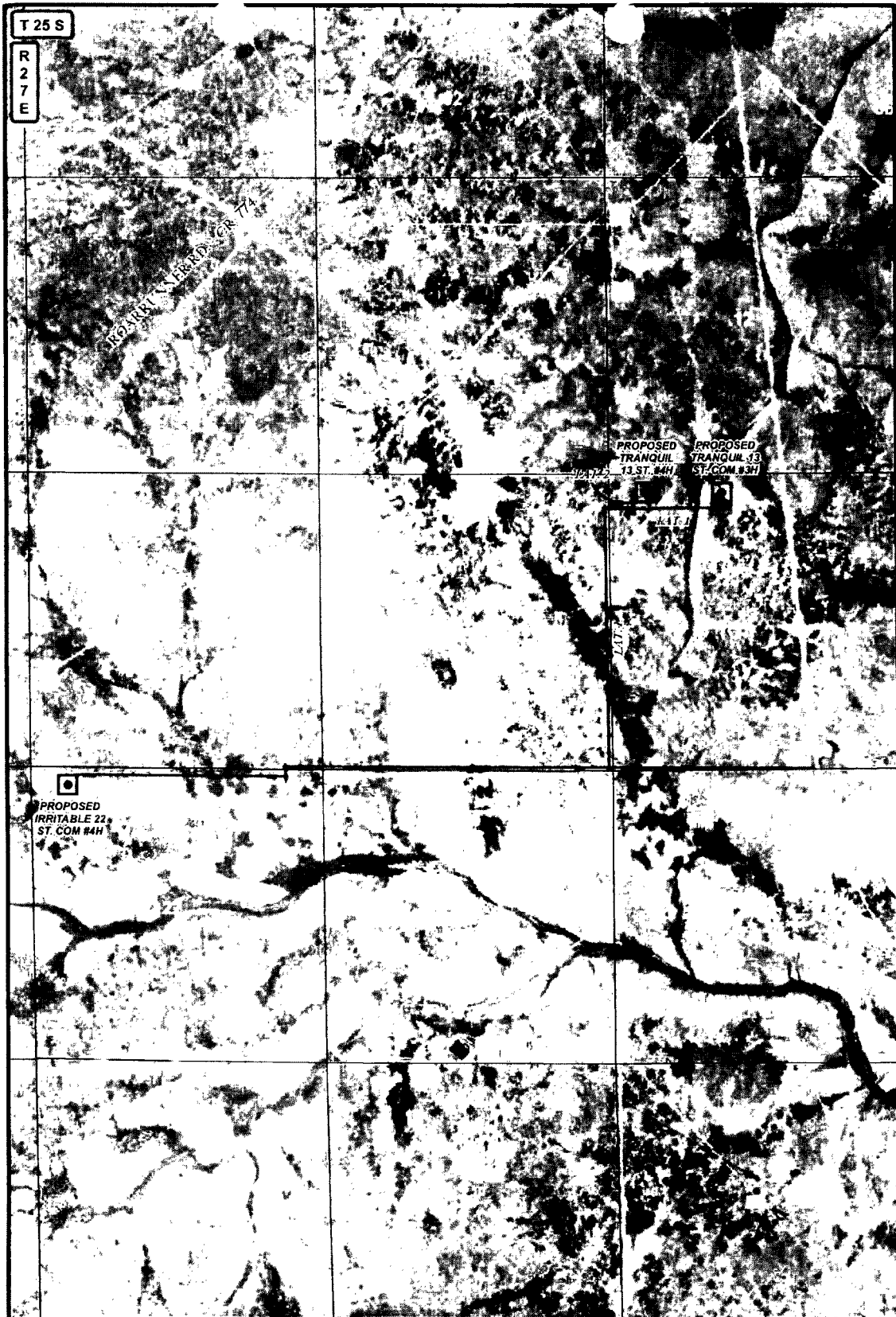
5.13

**devon**  
ENERGY PRODUCTION CO. L.P.

**HARCROW SURVEYING, LLC.**  
2314 W. MAIN ST, ARTESIA, NM 88210  
PH: (575) 746-2158 FAX: (575) 746-2158  
c.harcrow@harcrowsurveying.com

ORIG: 05/22/2015

PAGE: 7 OF 9



- LEGEND**
- ANCHOR POWERPOLE
  - MAIN POWERLINE
  - LATERAL POWERLINE
  - WELL
  - WELLPAD
  - EXISTING XCEL POWERLINE

**IRRITABLE & TRANQUIL POWERLINE**

SECTIONS: 13, 14, 15, 22		TOWNSHIP: 25 S.	RANGE: 27 E.
STATE: NEW MEXICO		COUNTY: EDDY	SURVEY: N.M.P.M.
W.O. # 15-569		LEASE: IRRITABLE/TRANQUIL ST.	

0 0.125 0.25 0.5 Miles

0 2,500 5,000 FEET

1 in = 2,000 FT

**devon**

ENERGY PRODUCTION CO. L.P.

**HARCROW SURVEYING, LLC.**

2314 W. MAIN ST., ARTESIA, NM 88210

PH: (575) 746-2158 FAX: (575) 746-2158

c.harcrow@harcrowsurveying.com

T 25 S

R 27 E

IRRITABLE/TRANQUIL ST. CR. 724

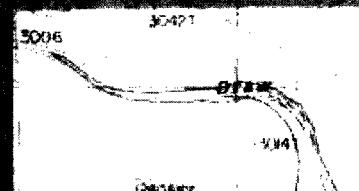
PROPOSED  
TRANQUIL  
ST. 30421

PROPOSED  
TRANQUIL  
ST. 30421

30421

30421

PROPOSED  
IRRITABLE ST.  
30421

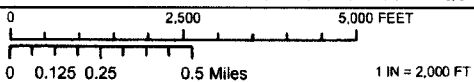


**LEGEND**

- ANCHOR
- POWERPOLE
- MAIN POWERLINE
- LATERAL POWERLINE
- WELL
- WELLPAD
- EXISTING XCEL POWERLINE
- PRIVATE
- STATE OF NM
- US BLM

**IRRITABLE & TRANQUIL POWERLINE**

SECTIONS: 13, 14, 15, 22 TOWNSHIP: 25 S. RANGE: 27 E.  
STATE: NEW MEXICO COUNTY: EDDY SURVEY: N.M.P.M.  
W.O. # 15-569 LEASE: IRRITABLE/TRANQUIL ST.



**devon**  
ENERGY PRODUCTION CO. L.P.

**HARCROW SURVEYING, LLC.**  
2314 W. MAIN ST., ARTESIA, NM 88210  
PH: (575) 746-2158 FAX: (575) 746-2158  
c.harcrow@harcrowsurveying.com

**NEW MEXICO STATE LAND OFFICE  
AFFIDAVIT OF COMPLETION  
OF RIGHT-OF-WAY CONSTRUCTION**

\_\_\_\_\_ of  
(Name of Individual or Entity Holding Right-of-Way)

\_\_\_\_\_  
(Address)  
holder of Right-of-Way No. \_\_\_\_\_, issued for construction operation and location  
of a \_\_\_\_\_  
(type of right-of-way)

hereby certifies that construction of the subject right-of-way has been completed, and that all  
guidelines of the State Land Office relating to reseeding and reclamation of disturbed areas have  
been or will be followed.

**OR**

No construction was required as the right-of-way is for an existing \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Position

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) SS.  
COUNTY \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_,  
(Title of Officer, if applicable, and name of Corporation)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Note:**

**Rule 10.013 Affidavit of Completion.** Upon the completion of construction of any  
right-of-way, the applicant shall **promptly** file with the Commissioner of Public Lands an  
Affidavit of Completion. Failure to file such Affidavit in accordance with this section shall  
subject the right-of-way to cancellation in accordance with the provisions of these rules.



NEW MEXICO STATE LAND OFFICE  
APPLICATION FOR RIGHT-OF-WAY EASEMENT

Dear Commissioner:

<u>Devon Energy Production Company, L.P.</u> (Name of Applicant) <u>6488 Seven Rivers Highway</u> (Street Address, City, State, Zip Code) <u>Artesia, NM 88210</u> (Contact Name, Phone Number)	<u>Richard Wedman</u> (Designated Field Contact Name) <u>office 575-748-1819 cell 575-703-0545</u> (Field Contact Phone Number) <u>richard.wedman@dvn.com</u> (Field Contact Email Address)
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hereby applies for a right-of-way easement for the construction and location of a:

ROAD:	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Both	
PIPELINE:	<input type="checkbox"/> Buried	<input type="checkbox"/> Surface	O.D. _____	PSI _____
	Medium transported _____			
TELECOM:	<input type="checkbox"/> Surface	<input type="checkbox"/> Buried	<input type="checkbox"/> Fiber Optic	
ELECTRIC:	<input checked="" type="checkbox"/> Overhead	<input type="checkbox"/> Underground	Voltage <u>3 Phase 14Kv</u>	
	<input type="checkbox"/> Other _____			

Project Name: Existing Xcel Tie-In to the Irritable 22 State Com 4H

It is requested that the right-of-way be 30 (must correspond with survey plat) feet wide as indicated on the attached two copies of survey maps or plats shown in red the survey centerline and length of the right-of-way measured in rods. Also enclosed is a corresponding shape file or AutoCAD file of the proposed right-of-way. The legal description of the proposed right-of-way is described in aliquot 40-acre tracts (qtr. /qtr. breakdown) with a description of rods and acres shown in each aliquot part and a total of rods and acres included in the proposed right-of-way. Permission to survey is included with this application. The survey was completed within twelve months of this application, and the proposed right-of-way has been staked and flagged. *Failure to do so will result in an additional application and appraisalment fee.*

It is requested that the right-of-way be for a term of 35 years. (Term may not exceed 35 years.)

In accordance with 19.2.10.18, one of the following is enclosed to cover payment for damages that might occur to the state land improvements of a surface lessee: (A bond may be in the form of a Surety Bond, Cash Bond, or a Letter of Credit.)

- ☐ Single bond in the amount of \$500.00
- ☐ Right-of-way blanket bond in the amount of \$2,500.00
- ☒ Blanket right-of-way bond of \$2,500.00 is currently on file with the State Land Office
- ☐ A Mega bond, number \_\_\_\_\_ is currently on file with the State Land Office
- ☐ A waiver of property damage bond by the surface lessee is enclosed.
- ☐ Applicant requests that the bond amount for damages to the trust lands be reduced or waived by the Commissioner.

Pursuant to New Mexico State Land Office fee schedule, enclosed is a check in the amount of \$ 2143.37  
for 612.39 rods (16.5 feet) at \$3.50 per rod, plus **\$100.00** application fee  
and **\$75.00** appraisalment fee.

Title: **Landman**

Email Address