

IY6HC-201209-C-107B CTB-977

Revised March 23, 2017

RECEIVED: 12/9/20	REVIEWER: DM	TYPE: CTB	APP NO: pDM2034531996
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: RAILSPLITTER 15-22 FED COM 2H - 9H **API:** See Attached
Pool: WC-025 G-09 S263416B; UWC **Pool Code:** 98105

SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location - Spacing Unit - Simultaneous Dedication
 NSL NSP (PROJECT AREA) NSP (PRORATION UNIT) SD
- B. Check one only for [I] or [II]
 [I] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM
 [II] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. Offset operators or lease holders
 B. **Royalty, overriding royalty owners, revenue owners**
 C. Application requires published notice
 D. Notification and/or concurrent approval by SLO
 E. **Notification and/or concurrent approval by BLM**
 F. Surface owner
 G. For all of the above, proof of notification or publication is attached, and/or,
 H. No notice required

FOR OCD ONLY

Notice Complete

Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Rebecca Deal

 Print or Type
 Name

 Signature

12/8/2020

 405-228-8429

 Phone Number
Rebecca.deal@divn.com

 e-mail Address

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. 30-025-47213 (Multiple)
5. Indicate Type of Lease STATE [X] FEE []
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name Railsplitter 15-22 Fed Com
8. Well Number 2H-9H
9. OGRID Number 6137
10. Pool name or Wildcat WC-025 G-09 S263416B; UWC
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3278.6'

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 [X] Gas Well [] Other []
2. Name of Operator Devon Energy Production Co. LP
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102
4. Well Location Unit Letter L : 2290 feet from the South line and 432 feet from the West line
Section 15 Township 26S Range 34E NMPM Lea County
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3278.6'

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

NOTICE OF INTENTION TO:
PERFORM REMEDIAL WORK [] PLUG AND ABANDON []
TEMPORARILY ABANDON [] CHANGE PLANS []
PULL OR ALTER CASING [] MULTIPLE COMPL []
DOWNHOLE COMMINGLE []
CLOSED-LOOP SYSTEM []
OTHER: Surface Commingle [X]
SUBSEQUENT REPORT OF:
REMEDIAL WORK [] ALTERING CASING []
COMMENCE DRILLING OPNS. [] P AND A []
CASING/CEMENT JOB []
OTHER: []

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.

Devon Energy respectfully requests approval for Lease Commingling. The application is necessary due to diverse leases/communitization agreements. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells, including copies of pending CAs.

Spud Date: []

Rig Release Date: []

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 12/08/2020

Type or print name Rebecca Deal E-mail address: rebecca.deal@dvn.com PHONE: 405-228-8429
For State Use Only

APPROVED BY: TITLE DATE

Conditions of Approval (if any):



Devon Energy Corporation
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010
Phone (405) 228-4800

December 9, 2020

Dean McClure
Petroleum Specialist
New Mexico Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive Santa Fe, New Mexico 87505
(505) 476-3471

Re: Central Tank Battery: Railsplitter 15 CTB 6
Sec.-T-R: 15-26S-34E
Wells: RAILSPLITTER 15-22 FED COM 2H – 9H
API: 30-025-47213, 30-025-47214, 30-025-47215, 30-025-47216, 30-025-47217, 30-025-47218, 30-025-47219, 30-025-47220
Agreements: Pending CAs Attached
Lease: NMNM094118 & NMNM112941
Pool: WC-025 G-09 S263416B; UPPER WOLFCAMP
County: Lea Co., New Mexico

Dear Mr. McClure:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells. This application is necessary due to diverse leases/communitization agreements.

The working interest, royalty interest and overriding royalty interest owners are identical.

A copy of the submitted Bureau of Land Management application is attached.

Subsequently drilled wells that produce from the subject pools within the project areas approved by this order may be added to this commingling authority by submittal of a Sundry Notice to the Engineering Bureau in Santa Fe.

Should you have any questions or need further assistance, please do not hesitate to contact me at (405) 228-8429.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal".

Rebecca Deal
Regulatory Compliance Professional

Enclosures

APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE**Proposal for Railsplitter 15 CTB 6**

Devon Energy Production Company, LP is requesting approval for a Lease/Off Lease Measurement Commingle for the following wells:

NMNM094118 (12.5%) & NMNM112941 (12.5%). W/2 Communitization Agreement Pending				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 2H	15-26S-34E	30-025-47213	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 3H	15-26S-34E	30-025-47214	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 4H	15-26S-34E	30-025-47215	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 5H	15-26S-34E	30-025-47216	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

NMNM094118 (12.5%) & NMNM112941 (12.5%). E/2 Communitization Agreement Pending				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 6H	15-26S-34E	30-025-47217	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 7H	15-26S-34E	30-025-47218	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 8H	15-26S-34E	30-025-47219	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 9H	15-26S-34E	30-025-47220	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

Oil & Gas metering:

The central tank battery, Railsplitter 15 CTB 6, is located in SW/4, S15, T26S, R34E in Lea County, New Mexico.

Each well is routed to its own 3-phase separator where the full well stream is separated into gas, oil, and water streams. For each well, after separation, gas is measured with an independent, designated orifice meter for allocation, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas sales meter(s). The oil from the 3-phase separator is measured with an independent, designated Micro Motion Coriolis Meter for allocation. It then combines with the oil production from the other wells, flows into the heater treater(s), then into the Ultra-Low Pressure Separator(s) (ULPS), and into one of the oil tanks. The oil is then pumped out of the common tanks to an oil sales meter (LACT unit). The water from the 3-phase separator is measured with an independent, designated Mag meter for allocation, combines with the water from the other wells, then flows into the gun barrel, and into one of the produced water tanks. Flash gas that exits the heater treater(s) and ULPS(s) flows to the Vapor Recovery Unit (VRU). After exiting the VRU, the gas will be measured through a designated orifice meter for allocation.

The central tank battery will have 3 oil tanks and 3 water tanks that all wells will utilize. All wells will have 1 common gas delivery point on location). They will also share 1 common oil delivery point(s) (LACT) on location.

Meter Owner / Serial Number:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
RAILSPLITTER 15-22 FED COM 2H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 3H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 4H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 5H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 6H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 2H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 8H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *
RAILSPLITTER 15-22 FED COM 9H	DVN *	DVN *	Lucid/	Marathon/	DVN *	DVN *

* Meter serial numbers to be provided after construction of facility.

The total of all oil sales meters will be allocated to each well based on the oil allocation meter located downstream of each well's 3-phase separator. The total of all gas sales meters will be allocated to each well based on the gas allocation meter located downstream of each well's 3-phase separator and the VRU allocation meter. The VRU allocation meter volumes will be allocated to each well based on the oil allocation meter of each well. The BLM and OCD will be notified of any future changes to the facilities.

Process and Flow Descriptions:

The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

Devon Energy Production Company, LP understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Working, royalty, and overriding interest owners are identical.



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102

Tim Prout, Sr.Landman
405 552 6113 Phone
www.devonenergy.com

December 9, 2020

Mr. Dean McClure
New Mexico Oil Conservation Division
1220 South Saint Francis Drive
Santa Fe, New Mexico 87504

Re: Railsplitter 15-22 Fed Com 2H, 3H, 4H, 5H, 6H, 7H, 8H & 9H

Mr. McClure

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the WC-025 G-09 S263416B; Upper Wolfcamp (Pool Code: 98105). Upon review of the title information and Devon's records, please be advised that all of the ownership is identical in these wells.

Well Name	Location	API	Lease	Pool
Railsplitter 15-22 Fed Com 2H	15-26S-34E	30-025-47213	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 3H	15-26S-34E	30-025-47214	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 4H	15-26S-34E	30-025-47215	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 5H	15-26S-34E	30-025-47216	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 6H	15-26S-34E	30-025-47217	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 7H	15-26S-34E	30-025-47218	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 8H	15-26S-34E	30-025-47219	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 9H	15-26S-34E	30-025-47220	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp

If you have any questions, please feel free to contact me at (405) 552-6113.

Sincerely,

Devon Energy Production Company, L.P.

Tim Prout
Senior Landman

Page 7 of 57
 Received by OCD: 12/9/2020 1:40:56 PM
 Released to Imaging: 3/17/2021 2:10:19 PM

V-101 thru V-106
3PH SEPARATOR

F-201 & 202
HEATER TREATER

V-131
SALES GAS SEP

V-141
ULTRA LOW PRESURE SEP.

C-301 & C-302
VAPOR RECOVERY UNIT

TK-401
GUN BARREL

TK-413
SKIM TANK

TK-403 thru 405
WATER TANK

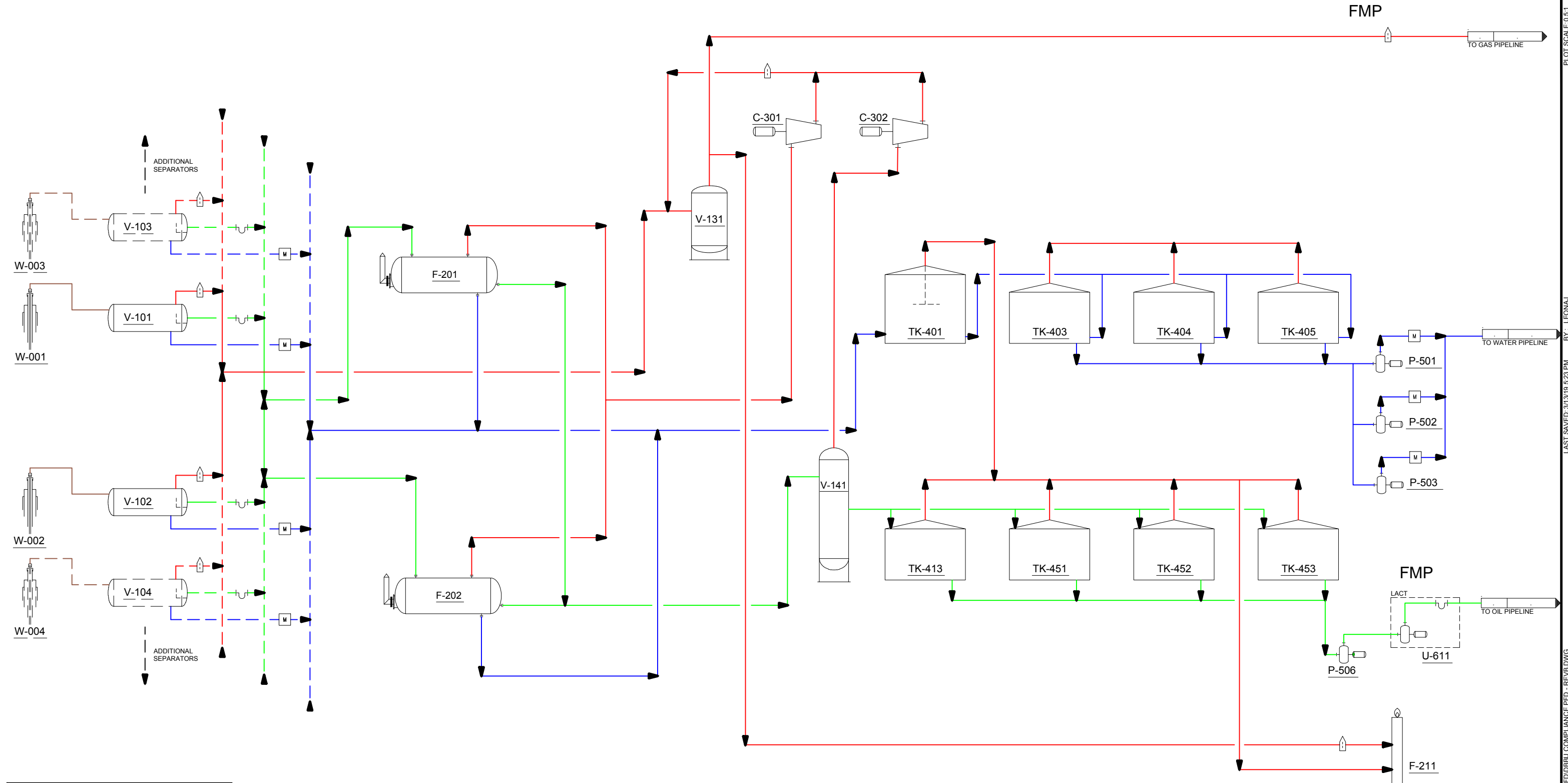
TK-451 thru 453
OIL TANK

P-501 thru P-503
WATER TRANSFER PUMP

P-506
LACT CHARGE PUMP

U-611
LACT

F-211
FLARE



FMP
TO GAS PIPELINE

TO WATER PIPELINE

TO OIL PIPELINE

LEGEND	
	ORIFICE METER
	CORIOLIS METER
	MAGNETIC METER
	OIL
	GAS
	WATER

DRAWING STATUS			DRAWN BY		DATE	
ISSUED FOR	DATE	BY	ENGINEERED BY	DATE		
PHA						
BID			APPROVED BY	DATE		
CONSTRUCTION						
AS-BUILT						
CONFIDENTIAL			PROJECT No.:		000	
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.			DRAWING No.:		110-01	



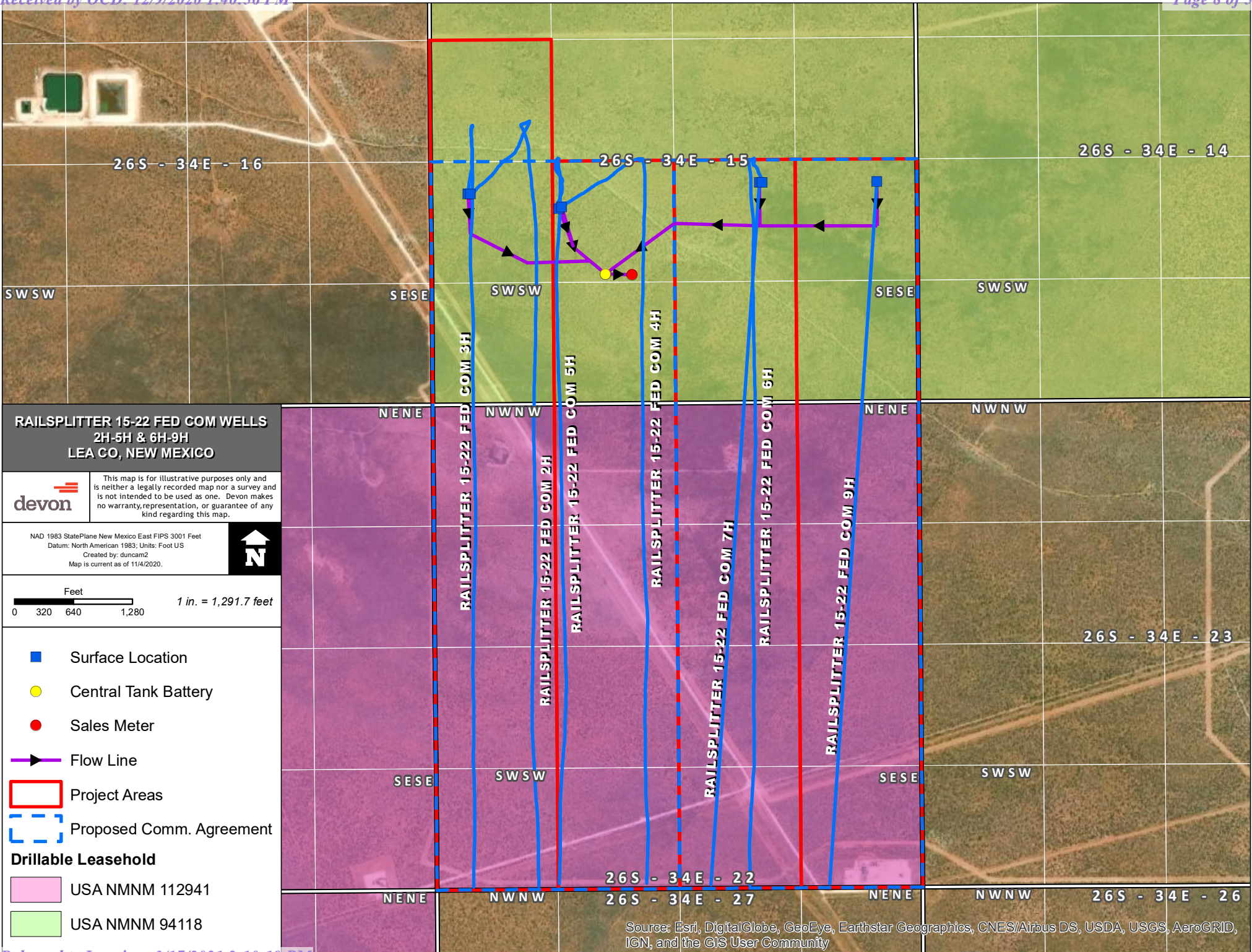
Devon Energy Corporation
 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU STANDARD P&ID'S COMPLIANCE PFD

FILE NAME: DBBU Compliance PFD

REV C

PLOT SCALE: 0.5:1
 BY: LEONAJ
 LAST SAVED: 3/13/19 5:23 PM
 H:\2019\DBBU STANDARD DESIGN\PFID\DBBU COMPLIANCE PFD - REV B.DWG



DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 2H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3278.6'

Surface Location

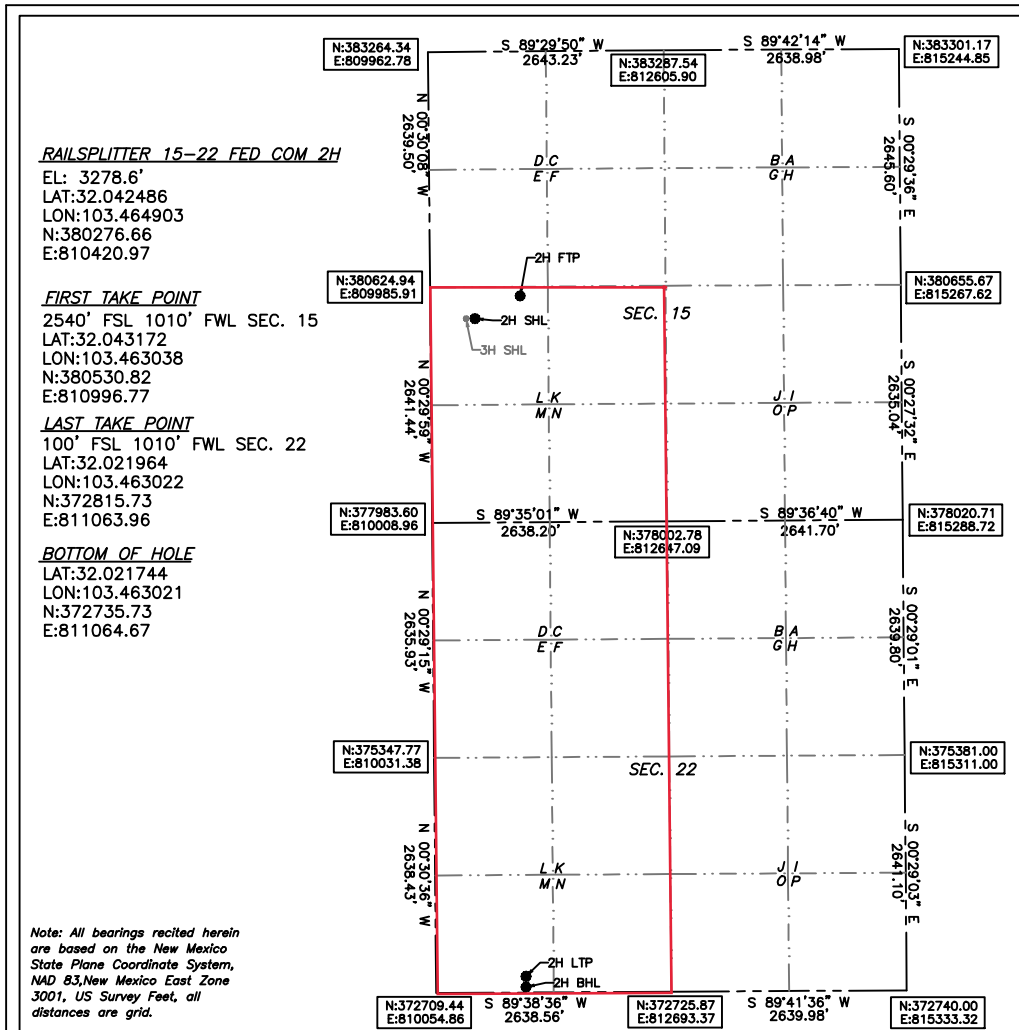
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2290	SOUTH	432	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		20	SOUTH	1010	WEST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Rebecca Deal 12/16/2019
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

10/2019
Date of Survey

Signature & Seal of Professional Surveyor

B. L. LAMAN
NEW MEXICO
22404
PROFESSIONAL SURVEYOR

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
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OIL CONSERVATION DIVISION
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Santa Fe, New Mexico 87505

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name
	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	3H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3279.5'

Surface Location

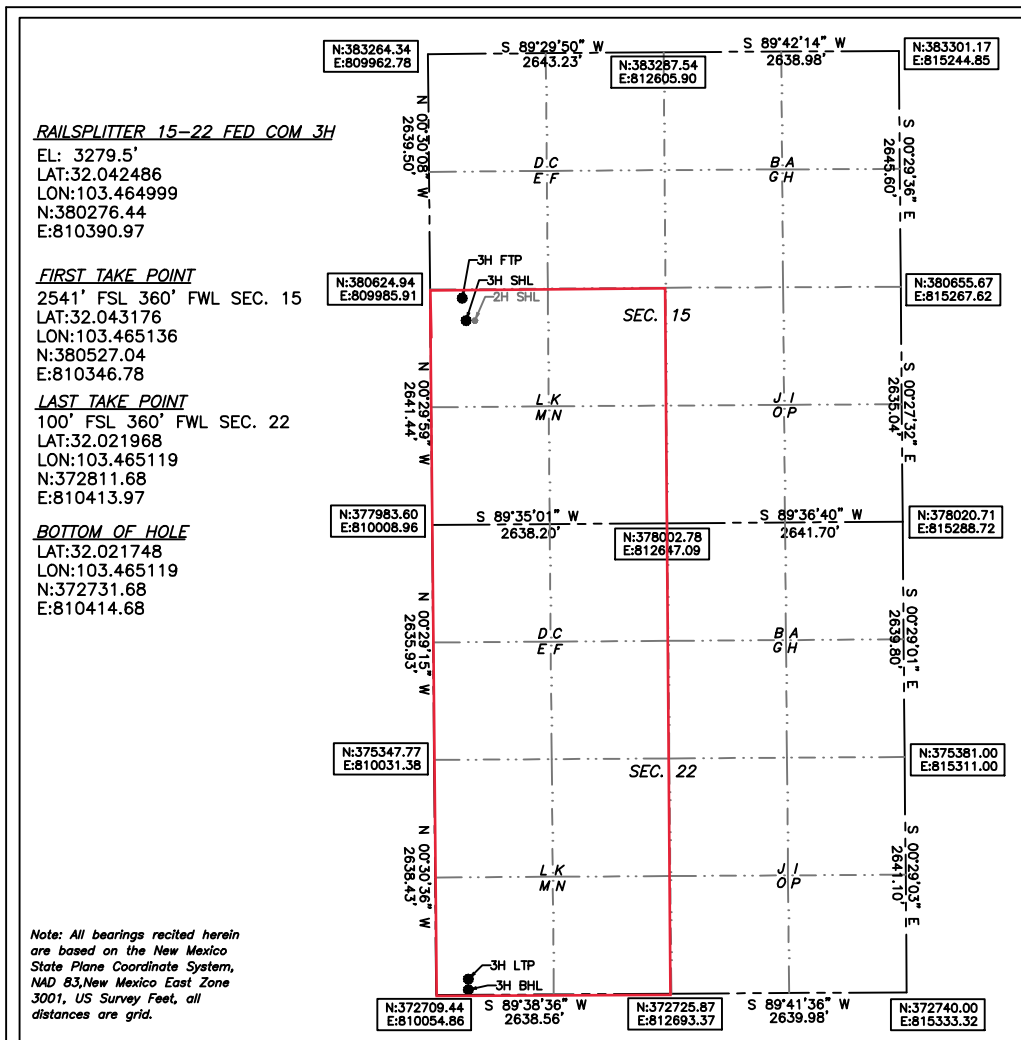
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2290	SOUTH	402	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		20	SOUTH	360	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
480			

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Rebecca Deal 12/16/2019
Signature Date
Rebecca Deal, Regulatory Analyst
Printed Name
rebecca.deal@dvn.com
E-mail Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

10/2019
Date of Survey

Signature & Seal of Professional Surveyor



10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 4H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3274.8'

Surface Location

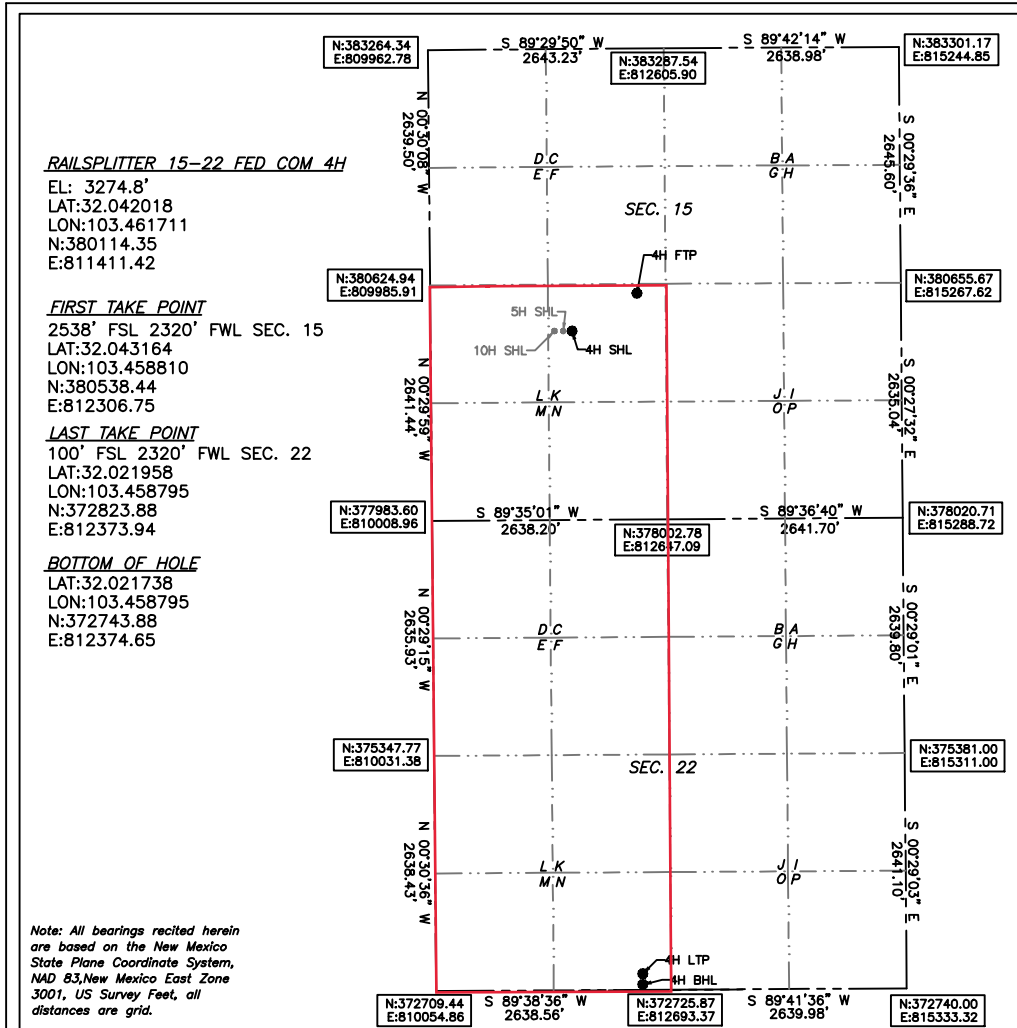
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		2120	SOUTH	1421	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		20	SOUTH	2320	WEST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

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Rebecca Deal 12/17/2019
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name
rebecca.deal@dvn.com
E-mail Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

10/2019
Date of Survey

Signature & Seal of Professional Surveyor

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number		Pool Code	Pool Name
		98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name		Well Number
	RAILSPLITTER 15-22 FED COM		5H
OGRID No.	Operator Name		Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.		3272.9'

Surface Location

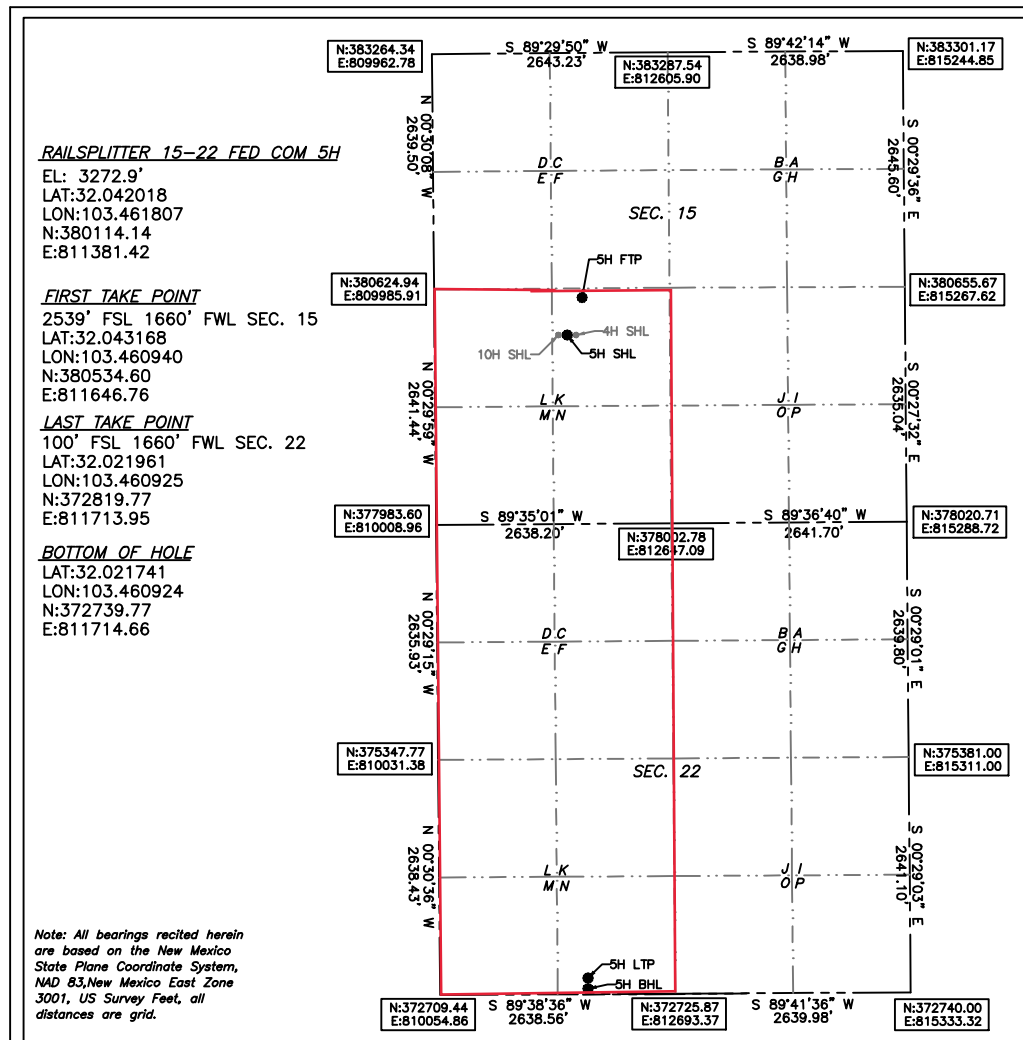
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		2120	SOUTH	1391	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		20	SOUTH	1660	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
480			

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Rebecca Deal 12/17/2019
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

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10/2019
Date of Survey

Signature & Seal of Professional Surveyor

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 6H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3267.4'

Surface Location

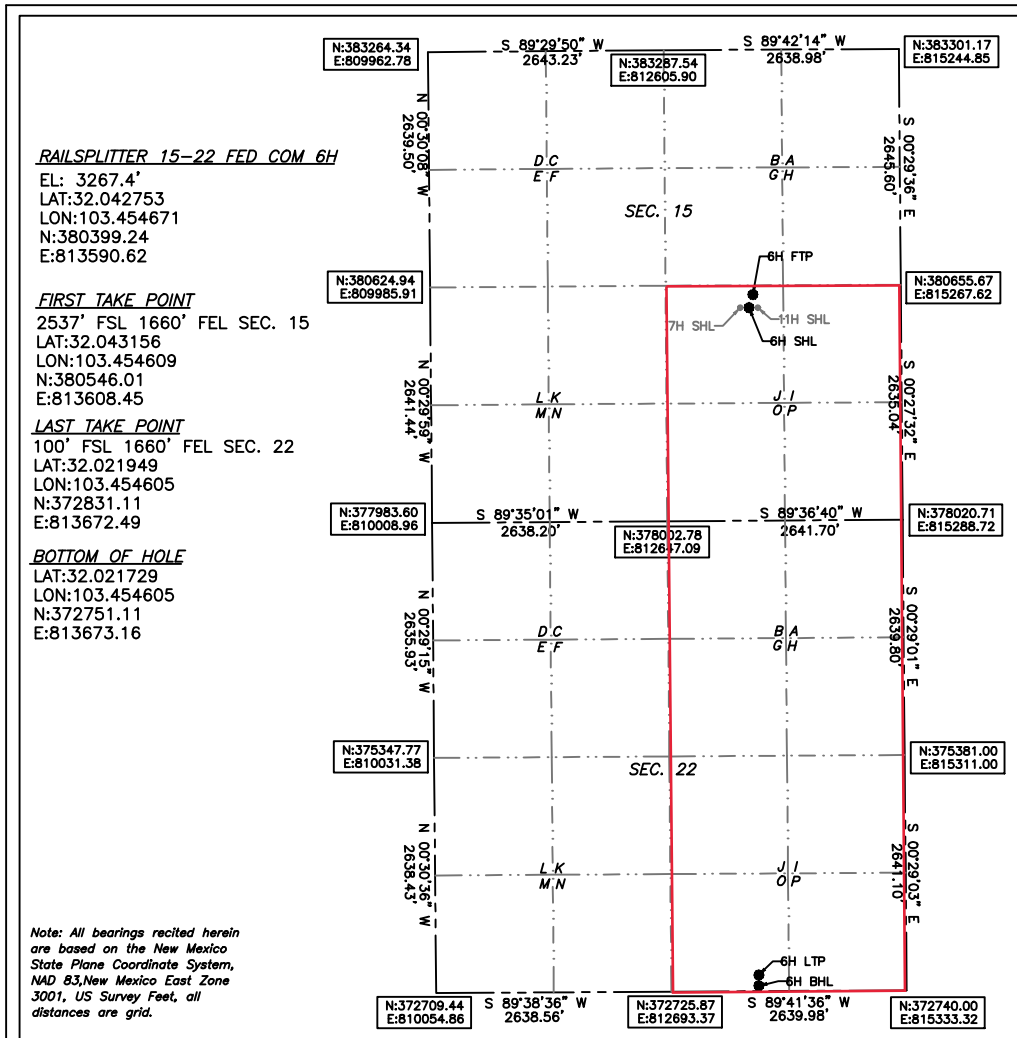
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	15	26-S	34-E		2390	SOUTH	1679	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	22	26-S	34-E		20	SOUTH	1660	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

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Rebecca Deal 12/17/2019
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

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10/2019
Date of Survey

Signature & Seal of Professional Surveyor

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 7H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3266.8'

Surface Location

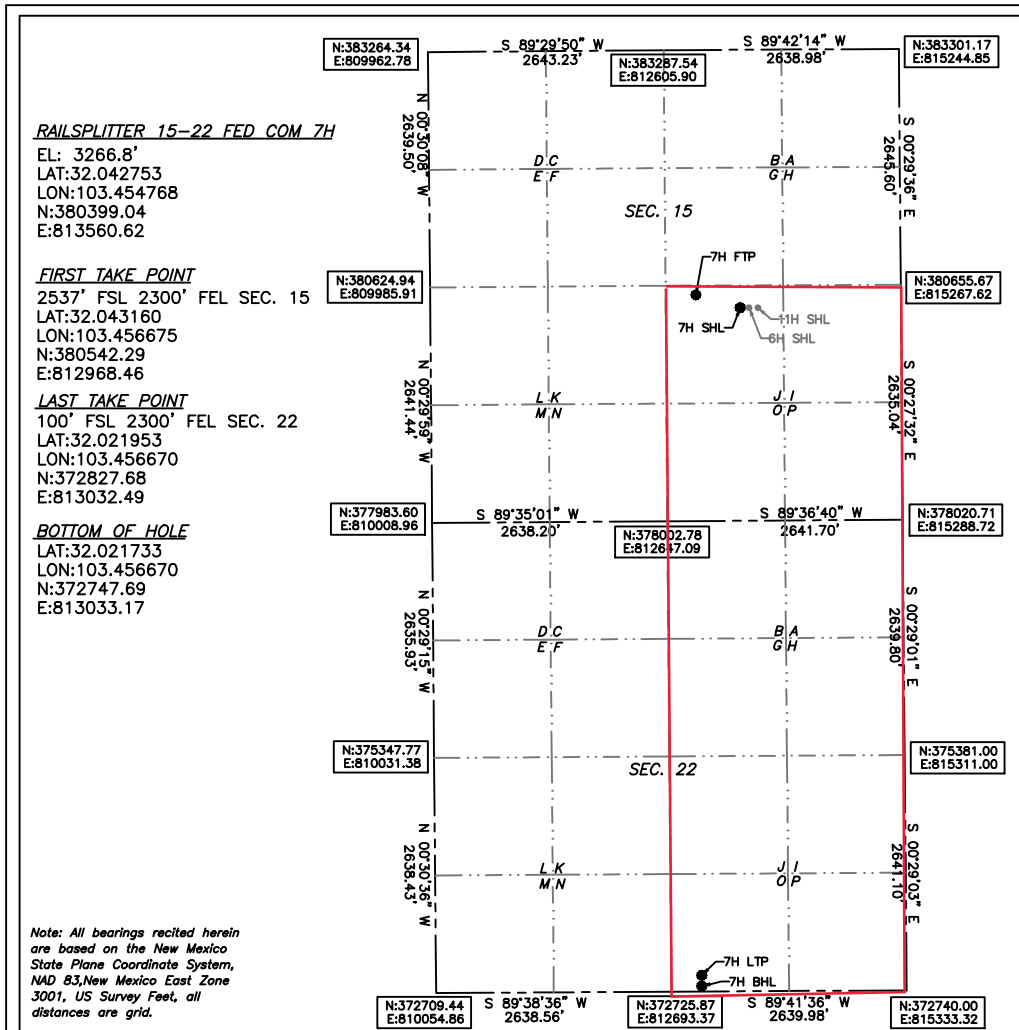
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	15	26-S	34-E		2390	SOUTH	1709	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	22	26-S	34-E		20	SOUTH	2300	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

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Rebecca Deal **12/17/2019**
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

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10/2019
Date of Survey

Signature & Seal of Professional Surveyor

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

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API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; Upper Wolfcamp
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 8H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3259.1'

Surface Location

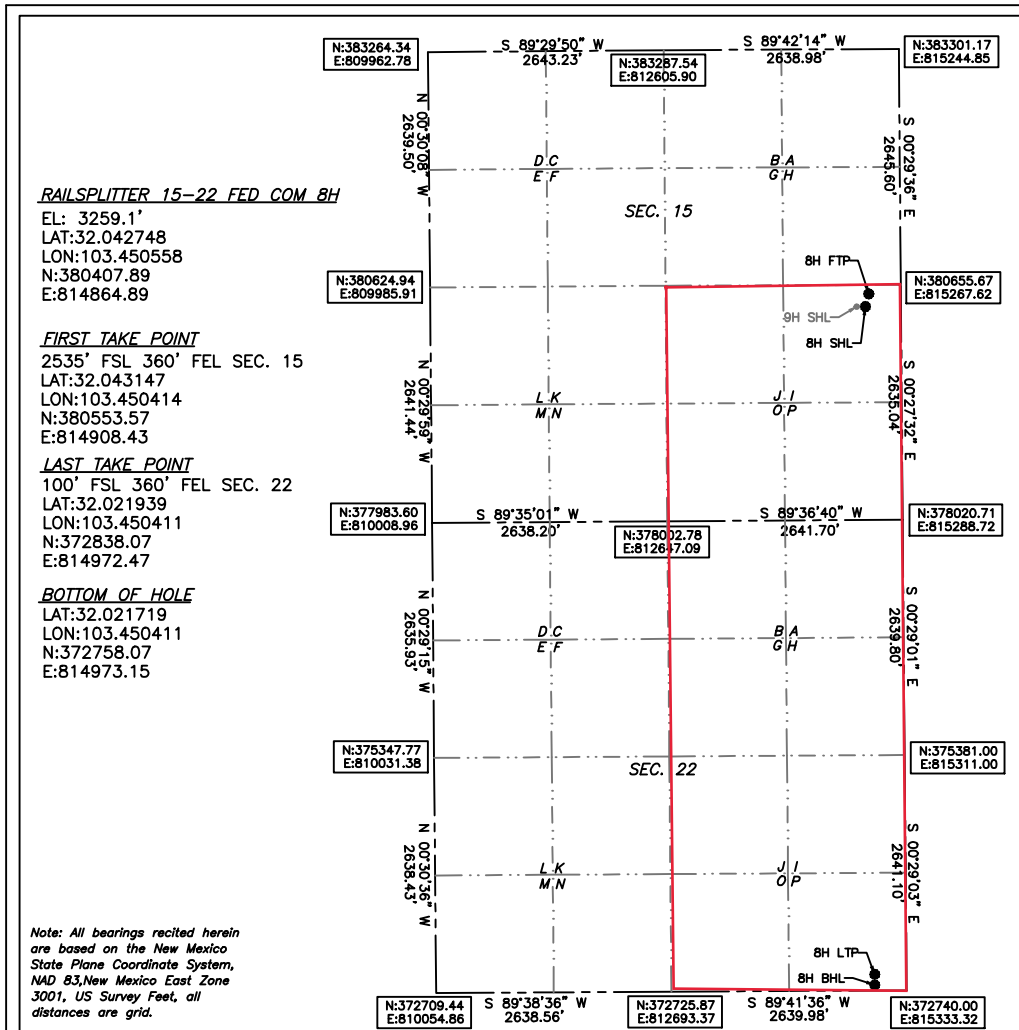
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	15	26-S	34-E		2390	SOUTH	405	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	22	26-S	34-E		20	SOUTH	360	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

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Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name
rebecca.deal@dvn.com
E-mail Address

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10/2019
Date of Survey

Signature & Seal of Professional Surveyor

B. L. LAMAN

10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

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API #									
Operator Name:					Property Name:				Well Number

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 98105	Pool Name WC-025 G-09 S263416B; UPPER WOLFCAMP
Property Code	Property Name RAILSPLITTER 15-22 FED COM	Well Number 9H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3259.5'

Surface Location

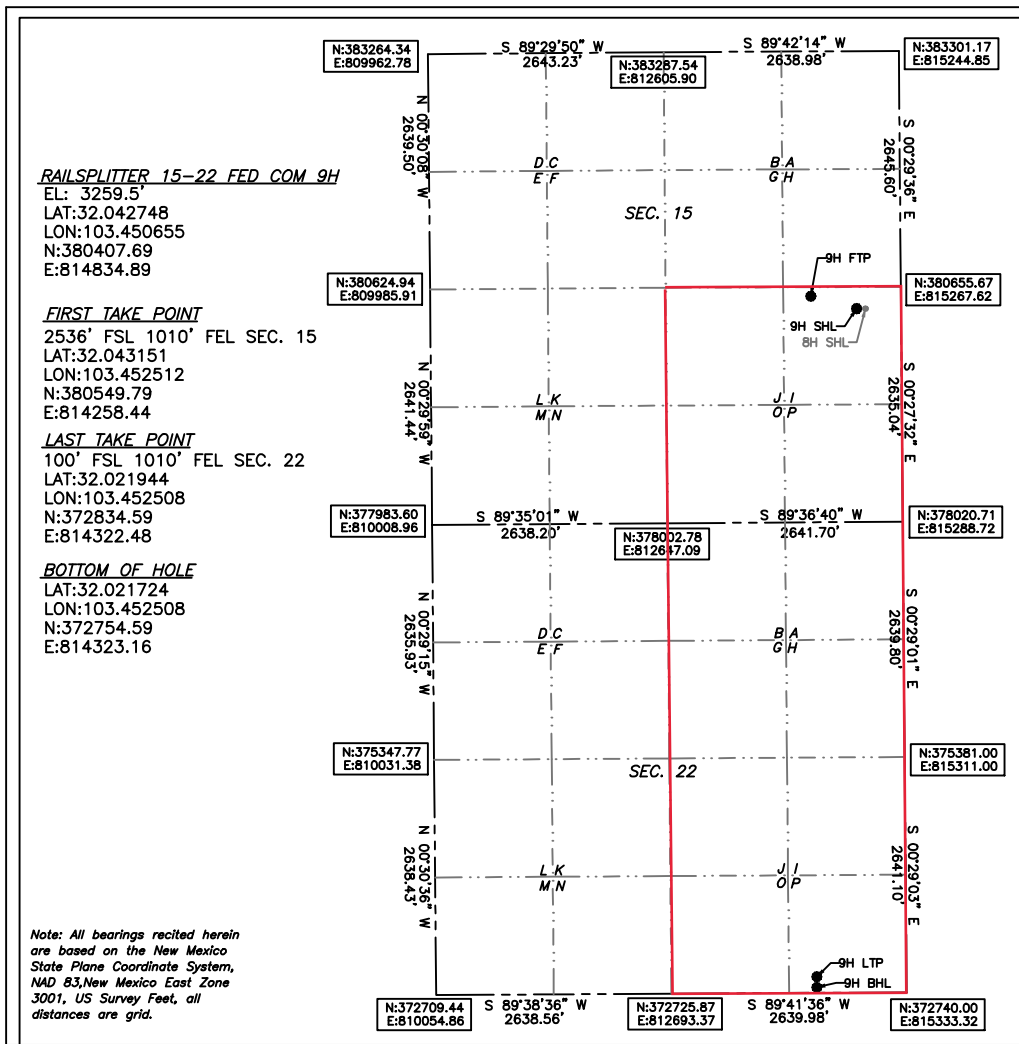
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	15	26-S	34-E		2390	SOUTH	435	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	22	26-S	34-E		20	SOUTH	1010	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
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Signature: Rebecca Deal Date: 12/18/2019

Printed Name: Rebecca Deal, Regulatory Analyst

E-mail Address: rebecca.deal@dvn.com

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Date of Survey: 10/2019

Signature & Seal of Professional Surveyor

Date: 10/30/19

Certificate No. 22404 B.L. LAMAN
DRAWN BY: CM

Intent As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

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API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

ORIGIN ID:OKCA (405) 228-7534
 JILL LEE
 333 WEST SHERIDAN AVENUE
 OKLAHOMA CITY OK 73102
 UNITED STATES US

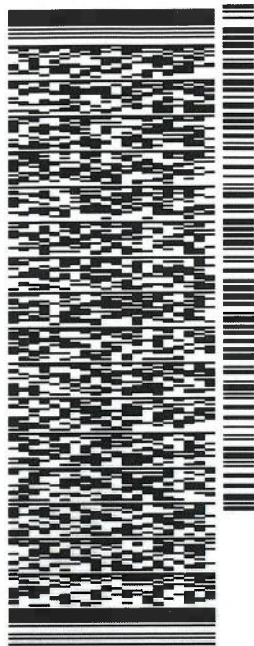
SHIP DATE: 12NOV20
 ACTWGT: 1.00 LB
 CAD: 103493122INNET4280

TO LISA RIVERA
 BUREAU OF LAND MANAGEMENT
 301 DINOSAUR TRAIL

BILL SENDER

SANTA FE NM 87508
 (405) 228-7534
 REF: 9001002216

PO: DEPT:



J282820071481uv

TRK# 7720 6818 6654
 0201
 FRI - 13 NOV 12:00P
 PRIORITY OVERNIGHT

XX SAFA
 NM-US ABQ
 87508



56B.J5/BAB9/B766

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Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102

405 235 3611 Phone
www.devonenergy.com

November 12, 2020

Bureau of Land Management
Attn: Lisa Rivera
301 Dinosaur Trail
Santa Fe, New Mexico 87508

Re: Communitization Agreements
SE/4 of Section 15-T26S-R34E and E/2 of Section 22-T26S-R34E, Lea Co., New Mexico
Railsplitter 15-22 Fed Com 9H
SW/4 of Section 15-T26S-R34E and W/2 of Section 22-T26S-R34E, Lea Co., New Mexico
Railsplitter 15-22 Fed Com 4H

Ms. Rivera:

Enclosed please find three (3) original fully executed copies of each of the Communitization Agreements referenced.

Please provide approval of this agreement at your earliest convenience.

If you have any questions, please contact me at (405) 228-7534 or Jill.Lee@dvn.com.

Very truly yours,

Devon Energy Production Company, L.P.

Jill N. Lee
Sr. Staff Land Analyst

Enclosures

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

2281757

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of September, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

TOWNSHIP 26 SOUTH, RANGE 34 EAST, N.M.P.M.

SECTION 15: SW/4 (160.00 acres)

SECTION 22: W/2 (320.00 acres)

Lea County, New Mexico.

Containing **480.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Communitization Agreement
 Railsplitter 15-22 Fed Com 4H Well
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

**OPERATOR AND WORKING INTEREST OWNERS
 AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit "B" attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

By: *Catherine Lebsack*
 Catherine Lebsack, Vice President

[Handwritten Signature]

3/12/20
 Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12th day of March, 2020, by **Catherine Lebsack**, as **Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



6/22/23
 My Commission Expires

Rachel Gerlach
 Notary Public

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT
WORKING INTEREST

COMMUNITIZATION AGREEMENT: RAILSPLITTER 15-22 FED COM 4H well

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I further certify that the Communitization Agreement follows the standard form except for Sections 1, 3 and 10.

NAME: Catherine Lebsack

Printed: Catherine Lebsack



Title: Vice President

Phone number: (405) 235-3611

Email: Catherine Lebsack@dvn.com

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12th day of March, 2020, by **Catherine Lebsack**, as **Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



6/22/23
My Commission Expires

Rachel Gerlach
Notary Public

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

EXHIBIT "A"

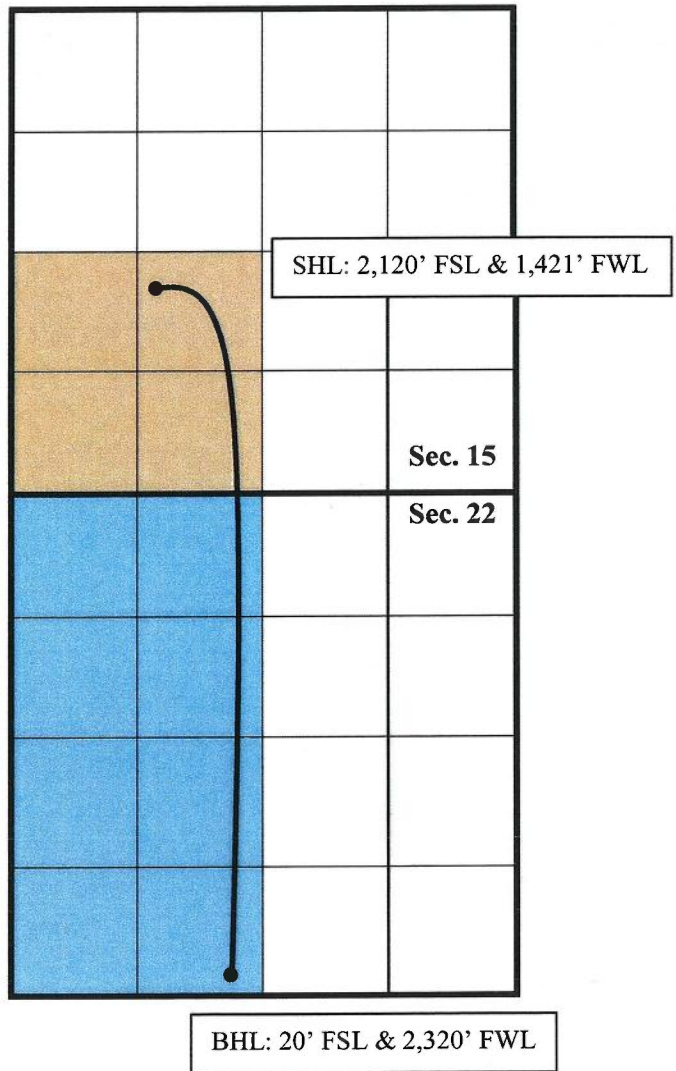
Plat of communitized area covering 480.00 acres in the SW/4 of Section 15 and the W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

RAILSPLITTER 15-22 FED COM 4H Well

Tract 1:
USA NM 94118



Tract 2:
USA NM 112941



Communitization Agreement
 Railsplitter 15-22 Fed Com 4H Well
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement dated September 1, 2020, embracing the following described land in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: **Devon Energy Production Company, L.P.**

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM 94118	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	December 1, 1994	
Lease Recorded:	508/280 LCR	
Description of Land Committed:	Insofar and only insofar as the lease covers	
	<u>Township 26 South, Range 34 East, N.M.P.M.</u>	
	Section 15: SW/4	
Number of Net Acres:	160.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	Of Record	

Tract No. 2

Lease Serial Number:	NMNM 112941	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	January 1, 2005	
Lease Recorded:	No	
Description of Land Committed:	Insofar and only insofar as the lease covers	
	<u>Township 26 South, Range 34 East, N.M.P.M.</u>	
	Section 22: W/2	
Number of Net Acres:	320.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	None	

Communitization Agreement
Railsplitter 15-22 Fed Com 4H Well
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

RECAPITULATION

Tract	Type of Lease	No. of Acres Committed	Percentage of Interest in Communitized Area
1	FEDERAL NMNM 94118	160.00	33.3333%
2	FEDERAL NMNM 112941	320.00	66.6667%
Total		480.00	100.0000%

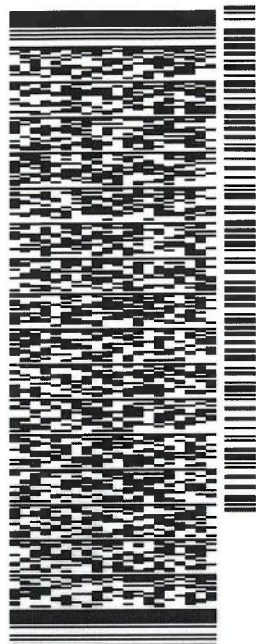
ORIGIN ID: OKCA (405) 228-7534
JILL LEE
333 WEST SHERIDAN AVENUE
OKLAHOMA CITY OK 73102
UNITED STATES US

SHIP DATE: 12/NOV/20
ACTWGT: 1.00 LB
CAD: 103493122JNET4280
BILL SENDER

TO LISA RIVERA
BUREAU OF LAND MANAGEMENT
301 DINOSAUR TRAIL

56B.J5/BAB9/B766

SANTA FE NM 87508
(405) 228-7534
REF: 9001002216
PO: DEPT:



TRK# 7720 6818 6654
0201

FRI - 13 NOV 12:00P
PRIORITY OVERNIGHT

XX SAFA

87508
NM-US ABQ



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102

405 235 3611 Phone
www.devonenergy.com

November 12, 2020

Bureau of Land Management
Attn: Lisa Rivera
301 Dinosaur Trail
Santa Fe, New Mexico 87508

Re: Communitization Agreements
SE/4 of Section 15-T26S-R34E and E/2 of Section 22-T26S-R34E, Lea Co., New Mexico
Railsplitter 15-22 Fed Com 9H
SW/4 of Section 15-T26S-R34E and W/2 of Section 22-T26S-R34E, Lea Co., New Mexico
Railsplitter 15-22 Fed Com 4H

Ms. Rivera:

Enclosed please find three (3) original fully executed copies of each of the Communitization Agreements referenced.

Please provide approval of this agreement at your earliest convenience.

If you have any questions, please contact me at (405) 228-7534 or Jill.Lee@dvn.com.

Very truly yours,

Devon Energy Production Company, L.P.

Jill N. Lee
Sr. Staff Land Analyst

Enclosures

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

2281758

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of September, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

TOWNSHIP 26 SOUTH, RANGE 34 EAST, N.M.P.M.

SECTION 15: SE/4 (160.00 acres)

SECTION 22: E/2 (320.00 acres)

Lea County, New Mexico.

Containing 480.00 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**OPERATOR AND WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit "B" attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

By: Catherine Lebsack 3/12/20
Catherine Lebsack, Vice President Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12th day of March, 2020, by **Catherine Lebsack**, as **Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



6/22/23
My Commission Expires

Rachel Gerlach
Notary Public

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

Chevron U.S.A., Inc.

9/27/20
Date

By: Claire H. Morse

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) ss.

This instrument was acknowledged before me on this 27 day of September, 2020, by Claire H. Morse, as attorney-in-fact, of **Chevron U.S.A., Inc.**, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

04-04-23
My Commission Expires

Ashlee D Hughes
Notary Public



Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT
WORKING INTEREST**

COMMUNITIZATION AGREEMENT: RAILSPLITTER 15-22 FED COM 9H well

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I further certify that the Communitization Agreement follows the standard form except for Sections 1, 3 and 10.

NAME: Catherine Lebsack

Printed: Catherine Lebsack

Title: Vice President

Phone number: (405) 235-3611

Email: Catherine Lebsack@dvn.com

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

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(SEAL)



6/22/23
My Commission Expires

Rachel Gerlach
Notary Public

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

EXHIBIT "A"

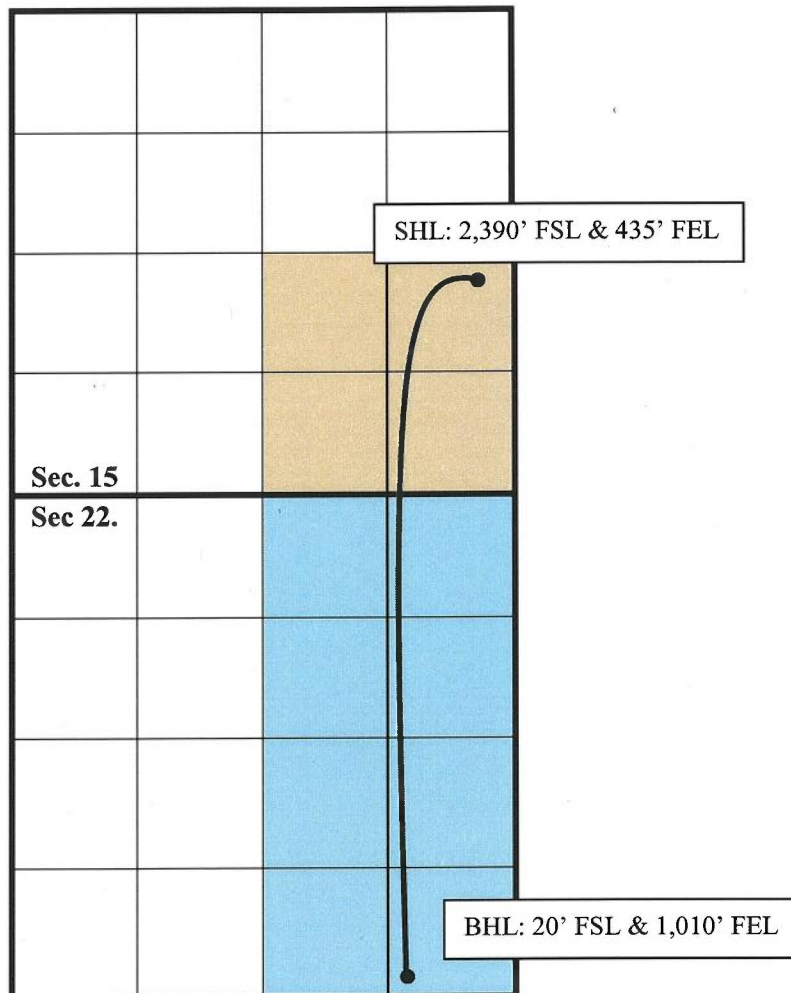
Plat of communitized area covering 480.00 acres in the SE/4 of Section 15 and the E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

RAILSPLITTER 15-22 FED COM 9H Well

Tract 1:
USA NM 94118



Tract 2:
USA NM 112941



Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement dated September 1, 2020, embracing the following described land in SE/4 of Section 15 and E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: **Devon Energy Production Company, L.P.**

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM 94118	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	December 1, 1994	
Lease Recorded:	508/280 LCR	
Description of Land Committed:	Insofar and only insofar as the lease covers	
	<u>Township 26 South, Range 34 East, N.M.P.M.</u>	
	Section 15: SE/4	
Number of Net Acres:	160.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	Of Record	

Tract No. 2

Lease Serial Number:	NMNM 112941	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	January 1, 2005	
Lease Recorded:	No	
Description of Land Committed:	Insofar and only insofar as the lease covers	
	<u>Township 26 South, Range 34 East, N.M.P.M.</u>	
	Section 22: E/2	
Number of Net Acres:	320.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	None	

Communitization Agreement
Railsplitter 15-22 Fed Com 9H Well
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

RECAPITULATION

Tract	Type of Lease	No. of Acres Committed	Percentage of Interest in Communitized Area
1	FEDERAL NMNM 94118	160.00	33.3333%
2	FEDERAL NMNM 112941	320.00	66.6667%
Total		480.00	100.0000%

Form 3160-5
(June 2015)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0137
Expires: January 31, 2018

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.

5. Lease Serial No.
NMNM94118

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other		8. Well Name and No. RAILSPLITTER 15-22 FED COM 2H
2. Name of Operator DEVON ENERGY PRODUCTION COMPANY		9. API Well No. 30-025-47213
3a. Address 333 WEST SHERIDAN AVE OKLAHOMA CITY, OK 73102		10. Field and Pool or Exploratory Area WC-025 G-09 S263416B; UWC
3b. Phone No. (include area code) Ph: 405-228-8429		11. County or Parish, State LEA COUNTY, NM
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 21 T26S R34E Mer NMP NWSW 2290FSL 432FWL		

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other Surface Commingling
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE

Proposal for Railsplitter 15 CTB 6
Devon Energy Production Company, LP is requesting approval for a Lease/Off Lease Measurement
Commingling for the following wells:

NMNM094118 (12.5%) & NMNM112941 (12.5%). W/2 Communitization Agreement Pending
Name Location API Pool
RAILSPLITTER 15-22 FED COM 2H 15-26S-34E 30-025-47213 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 3H 15-26S-34E 30-025-47214 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 4H 15-26S-34E 30-025-47215 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 5H 15-26S-34E 30-025-47216 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP

14. I hereby certify that the foregoing is true and correct. Electronic Submission #540097 verified by the BLM Well Information System For DEVON ENERGY PRODUCTION COMPANY, sent to the Hobbs	
Name (Printed/Typed) REBECCA DEAL	Title REGULATORY COMPLIANCE PROFESSI
Signature (Electronic Submission)	Date 12/09/2020

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved By _____	Title _____	Date _____
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		Office _____

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

Additional data for EC transaction #540097 that would not fit on the form

32. Additional remarks, continued

NMNM094118 (12.5%) & NMNM112941 (12.5%). E/2 Communitization Agreement Pending

Name Location API Pool

RAILSPLITTER 15-22 FED COM 6H 15-26S-34E 30-025-47217 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP

RAILSPLITTER 15-22 FED COM 7H 15-26S-34E 30-025-47218 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP

RAILSPLITTER 15-22 FED COM 8H 15-26S-34E 30-025-47219 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP

RAILSPLITTER 15-22 FED COM 9H 15-26S-34E 30-025-47220 98105 WC-025 G-09 S263416B; UPPER WOLFCAMP

*Working, royalty, and overriding interest owners are identical.

Please see attached full commingling application, including narrative, pfd, maps, etc & copies of pending CAs for E/2 & W/2.

From: [Engineer, OCD, EMNRD](#)
To: [Deal, Rebecca](#)
Cc: [McClure, Dean, EMNRD](#); [Bratcher, Mike, EMNRD](#); lisa@rwbyram.com; [Glover, James](#); kparadis@blm.gov; [Walls, Christopher](#)
Subject: Approved Administrative Order CTB-977
Date: Thursday, December 10, 2020 5:17:18 PM
Attachments: [CTB977 Order.pdf](#)

NMOCD has issued Administrative Order CTB-977 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-025-47213	Railsplitter 15 22 Fed Com #2H	L-15-26S-34E	98105
30-025-47214	Railsplitter 15 22 Fed Com #3H	L-15-26S-34E	98105
30-025-47215	Railsplitter 15 22 Fed Com #4H	K-15-26S-34E	98105
30-025-47216	Railsplitter 15 22 Fed Com #5H	K-15-26S-34E	98105
30-025-47217	Railsplitter 15 22 Fed Com #6H	J-15-26S-34E	98105
30-025-47218	Railsplitter 15 22 Fed Com #7H	J-15-26S-34E	98105
30-025-47219	Railsplitter 15 22 Fed Com #8H	I-15-26S-34E	98105
30-025-47220	Railsplitter 15 22 Fed Com #9H	I-15-26S-34E	98105

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY DEVON ENERGY PRODUCTION, LP**

ORDER NO. CTB-977

ORDER

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. Devon Energy Production, LP (“Applicant”) submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well which produces from a pool and spacing unit dedicated to a well identified in Exhibit A.
7. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the leases to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, and 19.15.12 NMAC.

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
11. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
12. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well producing from the same pool and spacing unit dedicated to a well identified in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
4. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
5. The allocation of oil and gas production to an infill well shall be determined in the same manner as oil and gas production to the well dedicated to the pool and spacing unit.
6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.

7. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau identifying an infill well prior to commingling and off-lease measuring, as applicable, oil and gas production from an infill well with the production from another well.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



DATE: 12/10/2020

**ADRIENNE SANDOVAL
DIRECTOR**

AS/dm

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **CTB-977**

Operator: **Devon Energy Production Company, LP (6137)**

Central Tank Battery: **Railsplitter 15 Central Tank Battery 6**

Central Tank Battery Location (NMPM): **SW/4 Section 15, Township 26 South, Range 34 East**

Gas Custody Transfer Meter Location (NMPM): **SW/4 Section 15, Township 26 South, Range 34 East**

Pools

Pool Name	Pool Code
WC-025 G-09 S263416B; UPPER WOLFCAMP	98105

Leases as defined in 19.15.12.7(C) NMAC

Lease	Location (NMPM)	
NMNM 94118	SW/4	Sec 15-T26S-R34E
NMNM 112941	W/2	Sec 22-T26S-R34E
NMNM 94118	SE/4	Sec 15-T26S-R34E
NMNM 112941	E/2	Sec 22-T26S-R34E

Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-025-47213	Railsplitter 15 22 Fed Com #2H	L-15-26S-34E	98105	
30-025-47214	Railsplitter 15 22 Fed Com #3H	L-15-26S-34E	98105	
30-025-47215	Railsplitter 15 22 Fed Com #4H	K-15-26S-34E	98105	
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30-025-47218	Railsplitter 15 22 Fed Com #7H	J-15-26S-34E	98105	
30-025-47219	Railsplitter 15 22 Fed Com #8H	I-15-26S-34E	98105	
30-025-47220	Railsplitter 15 22 Fed Com #9H	I-15-26S-34E	98105	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **CTB-977**

Operator: **Devon Energy Production Company, LP (6137)**

Pooled Areas

Pooled Area	Location (NMPPM)		Acres	Pooled Area ID
CA WC BLM	SW/4 Sec 15, W/2 Sec 22	T26S-R34E	480	A
CA WC BLM	SE/4 Sec 15, E/2 Sec 22	T26S-R34E	480	B

Leases Comprising Pooled Areas

Lease	Location (NMPPM)		Acres	Pooled Area ID
NMNM 94118	SW/4	Sec 15-T26S-R34E	160	A
NMNM 112941	W/2	Sec 22-T26S-R34E	320	A
NMNM 94118	SE/4	Sec 15-T26S-R34E	160	B
NMNM 112941	E/2	Sec 22-T26S-R34E	320	B

District I
 1625 N. French Dr., Hobbs, NM 88240
 Phone:(575) 393-6161 Fax:(575) 393-0720

District II
 811 S. First St., Artesia, NM 88210
 Phone:(575) 748-1283 Fax:(575) 748-9720

District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 Phone:(505) 334-6178 Fax:(505) 334-6170

District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 11582

CONDITIONS OF APPROVAL

Operator:	DEVON ENERGY PRODUCTION COMPAN	333 West Sheridan Ave.	Oklahoma City, OK73102	OGRID:	6137	Action Number:	11582	Action Type:	C-107B
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OCD Reviewer	Condition
dmcclure	See the Order