

Devon Energy Production Company 333 W. Sheridan Avenue Oklahoma City, Oklahoma 73102

June 24, 2021

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Interest Owners

Re: Central Tank Battery

FULLY LOADED 12 CTB 2

Sec.,T, R: SE/4 of NW/4 of S12, T24S, R29E

Lease: NMNM105213-12.5%, NMNM102912-12.5%, NMNM088136-12.5%

Pool: [98220] PURPLE SAGE; WOLFCAMP (GAS) & [96473] PIERCE CROSSING; BONE SPRING, EAST

County: Eddy Co., New Mexico

Dear Interest Owner,

This is to advise you that Devon Energy Production Company, LP, is filing an application with the New Mexico Oil Conservation Division ("NMOCD") seeking approval for a Central Tank Battery for the below mentioned wells.

Well Name	API/UWI	LOCATION	POOL
FULLY LOADED 12-1		E-12-24S-	[98220] PURPLE SAGE;
FED COM 622H	30-015-47578	29E	WOLFCAMP (GAS)
			[96473] PIERCE
FULLY LOADED 12-1		E-12-24S-	CROSSING; BONE
FED COM 332H	30-015-47576	29E	SPRING, EAST
FULLY LOADED 12-1		E-12-24S-	[98220] PURPLE SAGE;
FED COM 621H	30-015-47577	29E	WOLFCAMP (GAS)
FULLY LOADED 12-13		E-12-24S-	[98220] PURPLE SAGE;
FED COM 622H	30-015-47549	29E	WOLFCAMP (GAS)
			[96473] PIERCE
FULLY LOADED 12-13		E-12-24S-	CROSSING; BONE
FED COM 331H	30-015-47551	29E	SPRING, EAST
FULLY LOADED 12-13		E-12-24S-	[98220] PURPLE SAGE;
FED COM 621H	30-015-47548	29E	WOLFCAMP (GAS)

In addition to the Central Tank Battery, Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

A copy of our application submitted to the Division is attached.

Any objections or requests that a hearing should be held regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe office within 20 days from the date of this letter.

Sincerely,

Jenny Harms

Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

				Revised Watch 23, 2017
RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		D OIL CONSERVATION & Engineering Buncis Drive, Santa F	I ON DIVISION ureau –	STOP MEW MEETS
	ADMINISTRA	ATIVE APPLICATION	N CHECKLIST	
THIS CH	ECKLIST IS MANDATORY FOR ALL . REGULATIONS WHICH REQ	ADMINISTRATIVE APPLICATION UIRE PROCESSING AT THE DIV		DIVISION RULES AND
Applicant: Devor	Energy Production (Co., L.P.	OGRID	Number: <u>6137</u>
Well Name: see o	attachments for mulip	ole wells and API'	S API:	
	RPLE SAGE; WOLFCA		Pool Co	ode:
• •	E CROSSING; BONE SP TE AND COMPLETE INFO			E TYPE OF APPLICATION
	ATION: Check those w Spacing Unit – Simulta SL NSP(PROJ	neous Dedication	roration unit)	
[Ⅱ]Comm □Ⅱ [Ⅲ]Inje <u>c</u> ti	e only for [1] or [11] ingling – Storage – Me DHC □CTB ☑PLC on – Disposal – Pressure WFX □PMX □SW	C □PC □OLS e Increase - Enhand	ced Oil Recovery	FOR OCD ONLY
A. Offset of B. Royalty C. Applica D. Notifica E. Notifica F. Surface G. For all of	REQUIRED TO: Check the perators or lease holder, overriding royalty own ation requires published ation and/or concurrer ation and/or concurrer owner of the above, proof of a ce required	ers ners, revenue owne d notice nt approval by SLO nt approval by BLM		Notice Complete Application Content Complete
administrative a understand tha	I hereby certify that the approval is accurate and to action will be take a submitted to the Divis	nd complete to the en on this application	best of my know	ledge. I also
Note	e: Statement must be complete	ed by an individual with ma	nagerial and/or superv	isory capacity.
			6/24/2021	
la a a villa e e e			Date	
Jenny Harms				
Print or Type Name			405-552-6560	
			Phone Number	_
Donner Hour	W			

<u>jenny.harms@dvn.com</u> e-mail Address

Signature

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

OIL CONSERVATION DIVISION

1220 S. St Francis Drive Santa Fe, New Mexico 87505 Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)									
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102									
APPLICATION TYPE:									
☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)									
LEASE TYPE:	State X Fede	eral							
Is this an Amendment to existing Order		"Yes", please include t							
Have the Bureau of Land Management	(BLM) and State Land	d office (SLO) been not	ified in writing	of the proposed comm	ingling				
Yes □No (A) POOL COMMINGLING Please attach sheets with the following information									
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes				
See attachments									
				1					
				1					
		1		1					
				1					
(3) Has all interest owners been notified by the same of the same	Other (Specify)		XYes ☐No.	ing should be approved					
	, ,	SE COMMINGLIN is with the following in							
 Pool Name and Code. Is all production from same source of Has all interest owners been notified by Measurement type: Metering 	supply? Yes No	lo .	XYes □N	io					
	, ,	LEASE COMMIN							
(1) Complete Sections A and E.	Please attach sheet	s with the following in	nformation						
(-) Complete Sections II and E.									
(1	*	ORAGE and MEA							
		ets with the following	information						
(1) Is all production from same source of(2) Include proof of notice to all interest of		lo							
(2) Include proof of notice to all interest of	owners.								
(E) Al		DRMATION (for all		ypes)					
		s with the following in	nformation						
(2) A plat with lease boundaries showing	(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.								
I hereby certify that the information above is		best of my knowledge an							
SIGNATURE:	<u>mw</u> <u>T</u>	FFLE: Regulatory Special							
TYPE OR PRINT NAME Jenny Harms			TEL	EPHONE NO.: 405-552	2-6560				
E-MAIL ADDRESS: jenny.harms@dvn.com	m								

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

43 CFR 3173.14 (a)(1)(i-iv)

- (1) The proposed commingling includes production from more than one:
- (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution;

Proposal for FULLY LOADED 12 CTB 2:

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

Well Name	API/UWI	LOCATION	POOL	LEASES	LEASES
			[98220] PURPLE		
FULLY LOADED 12-	20 045 47570	E-12-24S-	SAGE; WOLFCAMP	NMNM105213-	NMNM102912-
1 FED COM 622H	30-015-47578	29E	(GAS)	12.5%	12.5%
			[96473] PIERCE		
FULLY LOADED 12-		E-12-24S-	CROSSING; BONE	NMNM105213-	NMNM102912-
1 FED COM 332H	30-015-47576	29E	SPRING, EAST	12.5%	12.5%
			[98220] PURPLE		
FULLY LOADED 12-		E-12-24S-	SAGE; WOLFCAMP	NMNM105213-	NMNM102912-
1 FED COM 621H	30-015-47577	29E	(GAS)	12.5%	12.5%
			[98220] PURPLE		
FULLY LOADED 12-		E-12-24S-	SAGE; WOLFCAMP	NMNM105213-	NMNM088136-
13 FED COM 622H	30-015-47549	29E	(GAS)	12.5%	12.5%
			[96473] PIERCE		
FULLY LOADED 12-		E-12-24S-	CROSSING; BONE	NMNM105213-	NMNM088136-
13 FED COM 331H	30-015-47551	29E	SPRING, EAST	12.5%	12.5%
			[98220] PURPLE		
FULLY LOADED 12-		E-12-24S-	SAGE; WOLFCAMP	NMNM105213-	NMNM088136-
13 FED COM 621H	30-015-47549	29E	(GAS)	12.5%	12.5%

CA: Attached is the proposed federal CA allocation method for each lease in the CA.

	MOLECAND C/2 NIMA AND SM/A of
	WOLFCAMP - S/2 NW4 AND SW/4 of
FULLY LOADED 12-1 FED COM 622H	Section 1 NW/4 of Section 12
	BONESPRING CA- SE/4 NW/4 and
	E/2 SW/4 of Section 1
FULLY LOADED 12-1 FED COM 332H	E/2 NW /4 of Section 12
	WOLFCAMP - S/2 NW4 AND SW/4 of
FULLY LOADED 12-1 FED COM 621H	Section 1 NW/4 of Section 12
	WOLFCAMP CA - SW/4 of Section 12
FULLY LOADED 12-13 FED COM 622H	W/2 of Section 13
	BONESPRING CA - SW/4 of Section
	12
FULLY LOADED 12-13 FED COM 331H	& W/2 of Section 13
	WOLFCAMP CA - SW/4 of Section 12
FULLY LOADED 12-13 FED COM 621H	W/2 of Section 13

The Fully Loaded 12 CTB 2, is located in SE/4 of NW/4 of S12, T24S, R29E in Eddy County, New Mexico.

Each well flows to its own 3-Phase Separator where the full well stream is separated into independent gas, oil, and water streams.

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) and then ULPS(s) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

Flash gas from oil conditioning is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

3-Phase water flows through an independent and designated magnetic meter for rate allocation. The water then flows into a manifold where it is combined with water from other 3-Phases. The combined stream flows into the Gun Barrel(s) for further conditioning and then into one of the water tanks for storage.

The central tank battery has three oil tanks and three water tanks that all wells utilize. All wells have one common gas delivery point(s) on location and one common oil delivery point(s) (LACT) on or directly adjacent to location.

Secondary recovery will utilize recycled or buyback gas for gas lift. The gas is compressed and flows through and individual orifice meter to each wellhead.

Well Name	Individual Meters					
Wen Name	Gas Allocation	Oil Allocation	Water Allocation			
FULLY LOADED 12-1 FED COM 332H	DVN/*	DVN / *	DVN / *			
FULLY LOADED 12-1 FED COM 621H	DVN / *	DVN/*	DVN / *			
FULLY LOADED 12-1 FED COM 622H	DVN / *	DVN/*	DVN / *			
FULLY LOADED 12-13 FED COM 331H	DVN / *	DVN/*	DVN / *			
FULLY LOADED 12-13 FED COM 621H	DVN / *	DVN/*	DVN / *			
FULLY LOADED 12-13 FED COM 622H	DVN / *	DVN/*	DVN / *			
Common Meters						
VRU Allocation	DVN/*					
	DCP/*					

LUCID/*
ENLINK / *

Meter Owner / Serial Number:

Gas FMP

Oil FMP

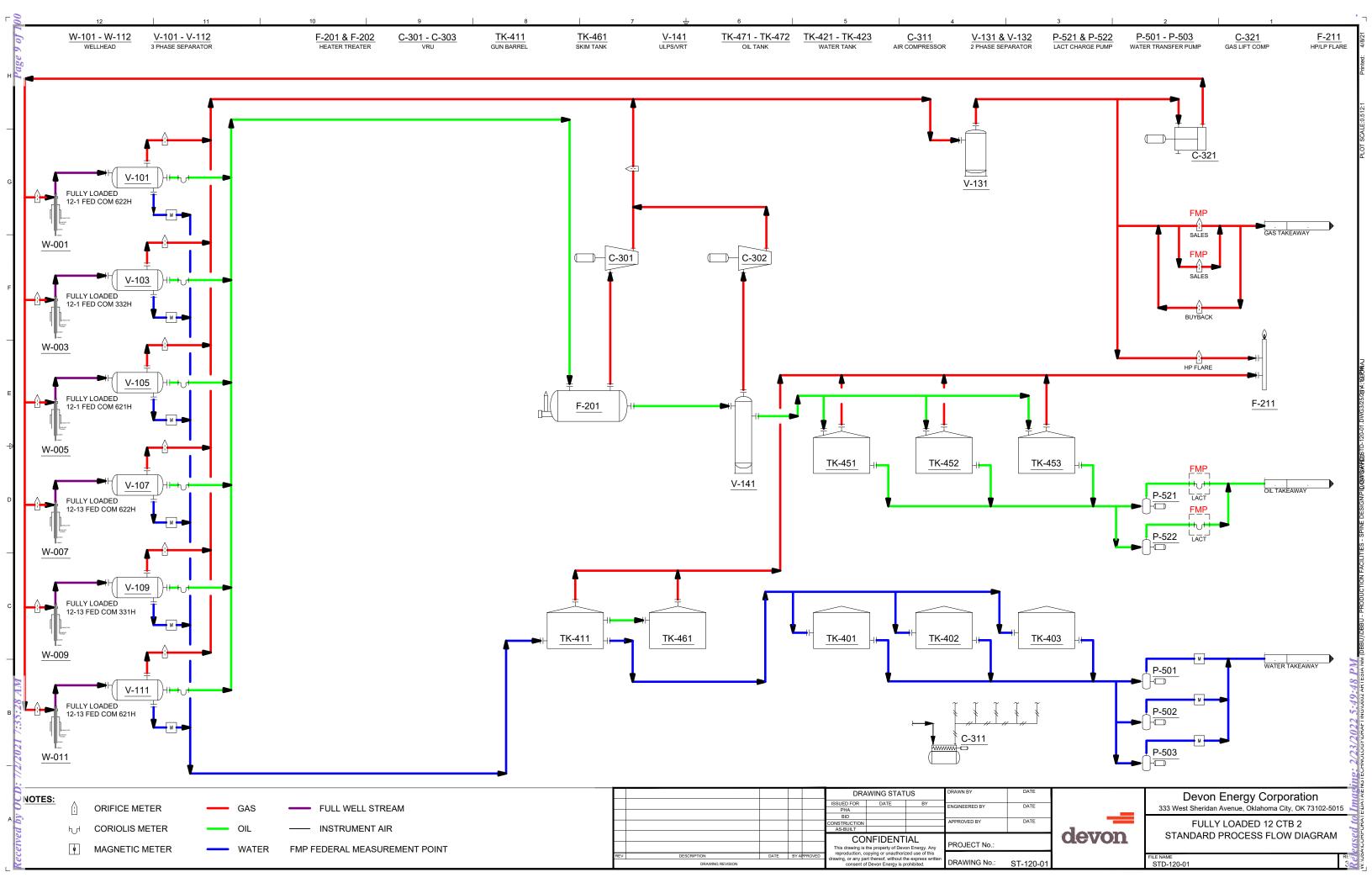
^{*} Meter serial numbers to be provided after construction of facility.

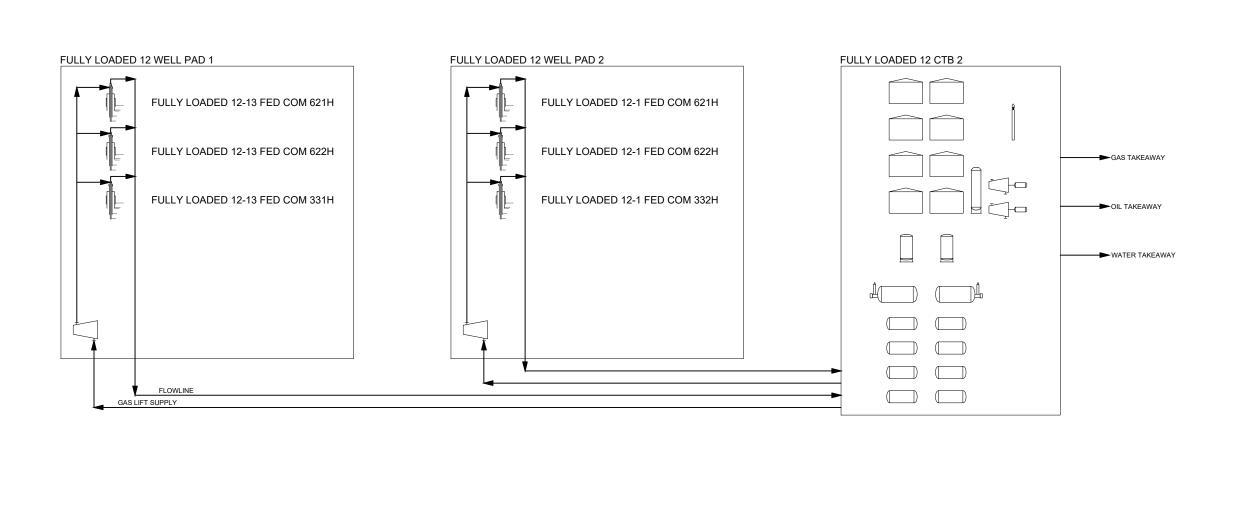
The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

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 rightof-way or construction rights not granted by the lease instrument.

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail (see attached). NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)





1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

					DRAWING STATUS			DRAWN BY	DATE
					ISSUED FOR	DATE	BY	ENGINEERED BY	DATE
-					PHA			ENGINEEREDBT	DAIL
					BID				
					CONSTRUCTION			APPROVED BY	DATE
_					AS-BUILT				
					CONFIDENTIAL				
1					This drawing is	the property of Deve	on Energy. Any	PROJECT No.:	######
REV	DESCRIPTION	DATE	BYA	PPROVED	reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.				
	DRAWING REVISION							DRAWING No.:	ST-120-02

devon

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

FULLY LOADED 12 CTB 2
STANDARD PROCESS MAP

FILE NAME STD-120-02

Economic Justification Report

FULLY LOADED 12 CTB 2

				Fed Lease 2	2	Fed					
Well Name & Number	Type	Fed Lease 1	Royalty Rate	(if	Royalty Rate	Lease	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
				applicable	1	3					
FULLY LOADED 12-1 FED COM 622H	Sweet	NMNM105213-12.5%		NMNM102	2912-12.5%	-		1685	45.9	3428	1464
FULLY LOADED 12-1 FED COM 332H	Sweet	NMNM105213-12.5%		NMNM102	2912-12.5%	-		1073	45.9	2349	1464
FULLY LOADED 12-1 FED COM 621H	Sweet	NMNM105213-12.5%		NMNM102	2912-12.5%	-		1685	45.9	3428	1464
FULLY LOADED 12-13 FED COM 622H	Sweet	NMNM105213-12.5%		NMNM088	3136-12.5%	-		1685	45.9	3428	1464
FULLY LOADED 12-13 FED COM 331H	Sweet	NMNM105213-12.5%		NMNM088	3136-12.5%	-		1073	45.9	2349	1464
FULLY LOADED 12-13 FED COM 621H	Sweet	NMNM105213-12.5%		NMNM088	3136-12.5%	-		1685	45.9	3428	1464
	•										

Signed: _____

Date: 6/24/2021

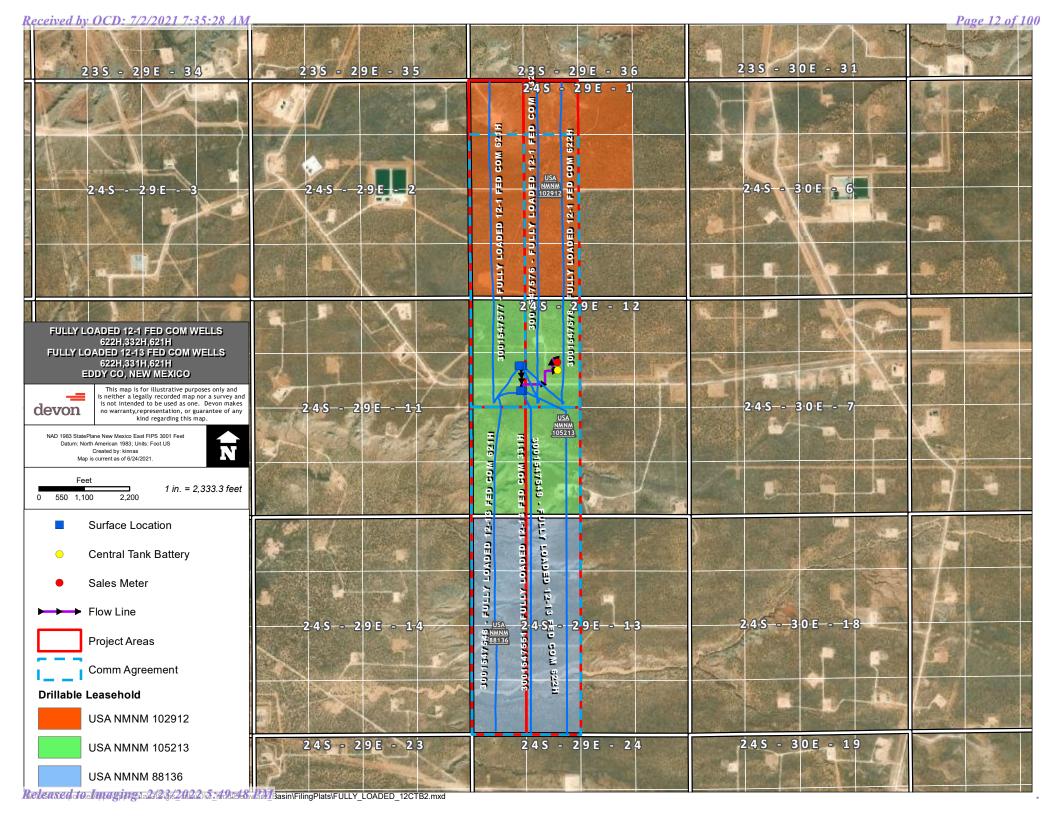
Printed Name: Jenny Harms

Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
8886.0	40.4	18410.0	1464.0

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective.



Tracking No.	TRACKING STATUS	Recipient		Address	City	State		Zip
9405509898642721561423	Delivered	ALLAR DEVELOPMENT LLC		PO BOX 1567	GRAHAM	TX	US	76450-7567
9405509898642078099945	In Transit, Arriving Late	CONERSTONE FAMILY TRUST	JOHN KYLE THOMAS SUCC TTEE	PO BOX 558	PEYTON	CO	US	80831
9405509898642078101747	Delivered	CROWNROCK MINERALS LP		PO BOX 51933	MIDLAND	TX	US	79710
9405509898642721563496	Delivered	NESTEGG ENERGY CORP		PO BOX 210	ARTESIA	NM	US	88211
9405509898642078103345	Delivered	TWIN MONTANA INC		PO BOX 1210	GRAHAM	TX	US	76450
9405509898642078104038	Delivered	HH&P ENERGY LLC		PO BOX 687	GRAHAM	TX	US	76450
9405509898642721558126	Delivered	TALUS INC		PO BOX 1210	GRAHAM	TX	US	76450
9405509898642078097347	Delivered	ONRR ROYALTY MANAGEMENT PROGRAM	ONRR NMNM 102912	PO BOX 25627	DENVER	CO	US	80225
9405509898642721560273	Delivered	ONRR ROYALTY MANAGEMENT PROGRAM	ONRR NMNM 105213	PO BOX 25627	DENVER	со	US	80225

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



02/08/2022

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
FULLY LOADED	332H	300154757600X1	NMNM105213	NMNM105213	DEVON
FULLY LOADED	621H	300154757700X1	NMNM105213	NMNM105213	DEVON
FULLY LOADED	331H	300154755100X1	NMNM105213	NMNM105213	DEVON
FULLY LOADED	622H	300154757800X1	NMNM105213	NMNM105213	DEVON
FULLY LOADED	622H	300154754900X1	NMNM105213	NMNM105213	DEVON
FULLY LOADED	621H	300154754800X1	NMNM105213	NMNM105213	DEVON

Notice of Intent

Sundry ID: 2505044

Type of Submission: Notice of Intent

Date Sundry Submitted: 06/24/2021

Date proposed operation will begin: 06/23/2021

Type of Action: Commingling (Surface) and Off-Lease

Measurement

Time Sundry Submitted: 01:01

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE- 43 CFR 3173.14 (a)(1)(i-iv) (1) The proposed commingling includes production from more than one: (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution; Proposal for FULLY LOADED 12 CTB 2. Devon Energy Production Company, LP is requesting approval for a Lease/Pool Commingle and Off- Lease Measurement for the subject wells.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

 $DBBU_Commingling_Narative__FULLY_LOADED_12_CTB_2_20210624130032.pdf$

Page 1 of 2

Conditions of Approval

Specialist Review

Surface_Commingling_COA_20210827125315.pdf

Operator Certification

I certify that the foregoing is true and correct. 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. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

Operator Electronic Signature: JENNY HARMS Signed on: JUN 24, 2021 12:53 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Professional Street Address: 333 West Sheridan Avenue City: Oklahoma City State: OK

Phone: (405) 552-6560

Email address: jennifer.harms@dvn.com

Field Representative

Representative Name:

Street Address:

City: State: Zip:

Phone:

Email address:

BLM Point of Contact

Signature: Jonathon Shepard

BLM POC Name: Jonathon W Shepard **BLM POC Title:** Petroleum Engineer

BLM POC Phone: 5752345972 BLM POC Email Address: jshepard@blm.gov

Disposition: Approved Disposition Date: 08/27/2021

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 Road, 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, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate District Office

☐ AMENDED REPORT

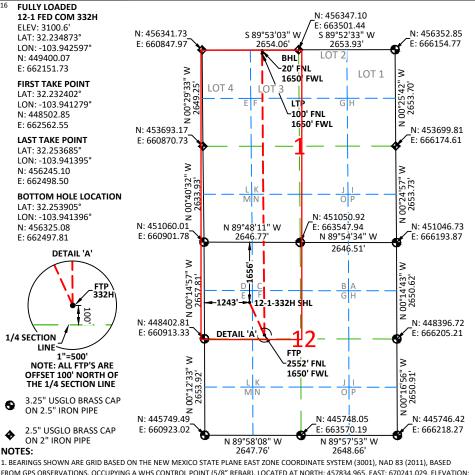
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Numb 3001547576	oer	² Pool Code 96473	PIERCE CROSSING BONE SPRING EAST	
⁴ Property Code			roperty Name DED 12-1 FED COM	⁶ Well Number 332 H
⁷ OGRID No. 6137		⁸ O DEVON ENERGY PF	⁹ Elevation 3100.6'	

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	12	24-S	29-E		1656	NORTH	1243	WEST	EDDY
		11	Botton	n Hole I	ocation If	Different Fro	om Surface		
UL or lot no. LOT 3	Section 1	Township 24-S	Range 29-E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 1650	East/West line WEST	County EDDY
¹² Dedicated Ac 479.33	res ¹³ Join	t or Infill 1	⁴ Consolida	tion Code	^{[5} Order No.				

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.



¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

2-2021

JENNY HARMS Printed Name

JENNY.HARMS@DVN.COM

E-mail Address

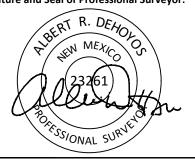
18SURVEYOR CERTIFICATION

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.

10/19/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehovos Checked by: ARD Drawn by: JSP Date: 10/16/2020

FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000221019 3. ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B

	rator Namo ON ENE		DDUCT	ION (COMPANY, I		erty Name: LY LOADED 12	-1 FED CON	M	Well Number 332H
ck	Off Poir	it (KOP)				l				1
JL	Section 12	Township 24S	Range 29E	Lot	Feet 2605 FNL	From N/S	Feet 1650 FWL	From E/W	County EDDY	
atitı	ıde		I	1	Longitude	1 2 7 0 0 0	1		NAD	
32	.232162	201			-103.94	12/890			83	
irst JL	Take Po	oint (FTP)		Lot	Feet	From N/S	Feet	From E/W	County	
=	12	24-S	29-E	LOT	2552	NORTH	1650	WEST	EDDY	
atitı 32.2	^{ide} 232402°				Longitude -103.9412	279°			NAD 83	
JL 3	Section 1	int (LTP) Township 24-S	Range 29-E	Lot	Feet 100	From N/S NORTH	Feet 1650	From E/W WEST	County EDDY	
atitı 32.2	^{ide} 253685°				Longitude -103.9413	95°			NAD 83	
	is well a	n infill wo	ell?	[he Horizoni NO ble, Operat		; Unit? YE		ing well for H	orizontal
f inf	ing Unit	• •								
inf	ing Unit									

FULLY LOADED 12-1 FFD COM 231H 1516 FNL - 1405 FWL SEC. 12, T24S, R29E ELEV: 3102.8' N: 449539.55 E: 662312.94

FULLY LOADED 12-1 FFD COM 232H 1516 FNL - 1435 FWL SEC. 12, T24S, R29E ELEV: 3102.6' N: 449539.45 F: 662342 94

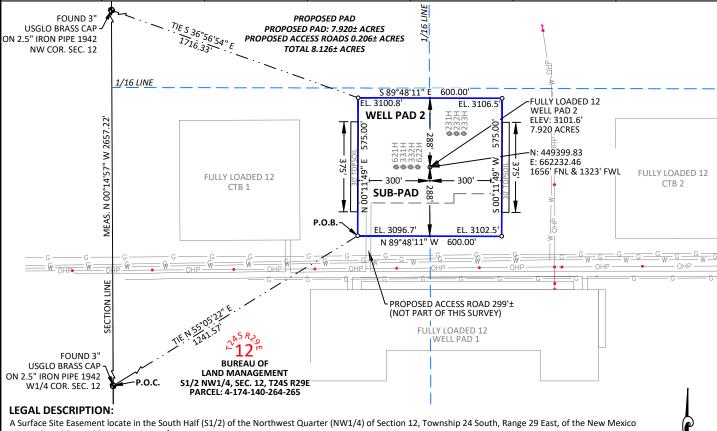
FULLY LOADED 12-1 FFD COM 233H 1516 FNL - 1465 FWL SEC. 12, T24S, R29E ELEV: 3103.2' N: 449539.34 F: 662372 94

FULLY LOADED 12-1 FFD COM 621H 1656' FNL - 1183' FWL SEC. 12, T24S, R29E ELEV: 3100.0' N: 449400.31 F: 662092 00

FULLY LOADED 12-1 FFD COM 331H 1656' FNL - 1213' FWL SEC. 12, T24S, R29E ELEV: 3100.1' N: 449400.20 F: 662122 00

FULLY LOADED 12-1 FFD COM 332H 1656' FNL - 1243' FWL SEC. 12, T24S, R29E ELEV: 3100.6' N: 449400.10 E: 662152.00

FULLY LOADED 12-1 FED COM 622H 1656' FNL - 1273' FWL SEC. 12, T24S, R29E ELEV: 3101.2' N: 449400.00 E: 662182.00



Principal Meridian, Eddy county, State of New Mexico.

Commencing at the West Quarter corner of said Section 12 (P.O.C.) (Found 3" USGLO Brass Cap on a 2.5" Iron Pipe); thence, North 55°05'22" East a distance of 1241.57 feet to the (P.O.B.) Point Of Beginning;

thence, North 00°11'49" East a distance of 575.00 feet to a point, said point being located South 36°56'54" East a distance of 1716.33 feet from the Northwest corner of said section 12 (Found 3" USGLO Brass Cap on a 2.5" Iron Pipe);

thence, South 89°48'11" East a distance of 600.00 feet;

thence, South 00°11'49" West a distance of 575.00 feet;

thence, North 89°48'11" West a distance of 600.00 feet to the (P.O.B.) Point of Beginning.

Said Surface Site Easement containing 7.920 Acres more or less.

FROM THE INTERSECTION OF MCDONALD ROAD AND GAVILAN ROAD PROCEED IN A NORTHEASTERLY DIRECTION ALONG GAVILAN ROAD A DISTANCE OF 3.6± MILES TO THE INTERSECTION OF GAVILAN ROAD AND A UNNAMED ACCESS ROAD TO THE WEST. MAKING A LEFT HAND TURN PROCEED IN A WESTERLY DIRECTION ALONG UNNAMED ACCESS ROAD A DISTANCE OF 1.7± MILES TO THE INTERSECTION OF UNNAMED ACCESS ROAD AND THE WELL PAD 2 ACCESS ROAD TO THE NORTH. MAKING A RIGHT HAND TURN PROCEED NORTH TO FULLY LOADED 12 WELL PAD 2. NOTES:

1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001), NAD 83 (2011), BASED FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR) LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 3198.33, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GRID DISTANCES IN US SURVEY FEET. USE A COMBINED SCALE FACTOR OF 1.000221019 FOR **GROUND DISTANCES**

SURVEYOR STATEMENT:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS EASEMENT PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. IF ANY ALTERATIONS ARE MADE (HAND DRAWN, HANDWRITTEN OR DIGITAL ADDITIONS), THIS SURVEYOR IS NO LONGER RESPONSIBLE FOR THE VALIDITY OF THIS PLAT

07/30/2020 ALBERT R. DEHOYOS NEW MEXICO PS No. 23261

100 100 SCALE: 1" = 400'





CHECKED BY: ARD DRAWN BY: KGH DATE: 06/04/2020 JOB NO: 18080 REVISIONS: (7/20/2020 KGH) NEW BLM REQUIREMENTS (10/16/2020 JEB) WELL LOCATIONS

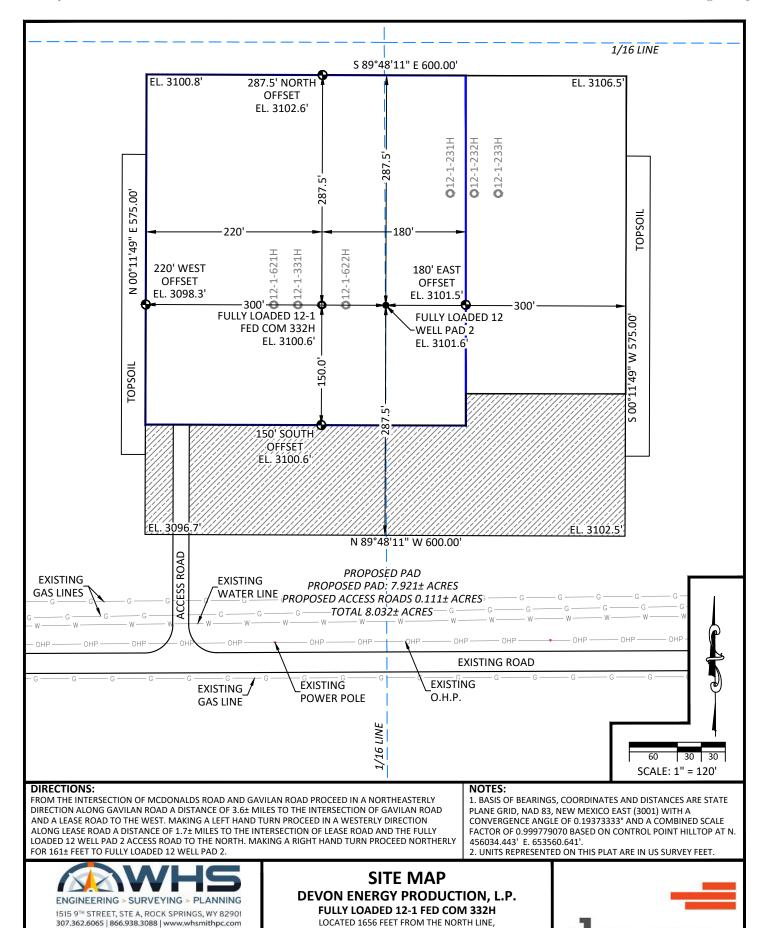
DEVON ENERGY PRODUCTION, L.P. **FULLY LOADED 12 WELL PAD 2**

SURFACE SITE EASEMENT ON THE PROPERTY OF BUREAU OF LAND MANAGEMENT \$1/2 NW1/4, SECTION 12,

TOWNSHIP 24 SOUTH, RANGE 29 EAST, N.M.P.M. EDDY COUNTY, STATE OF NEW MEXICO



ID NUMBER: WA017767048



AND 1244 FEET FROM THE WEST LINE,

SECTION 12, TOWNSHIP 24 SOUTH

RANGE 29 EAST, N.M.P.M.

EDDY COUNTY, STATE OF NEW MEXICO

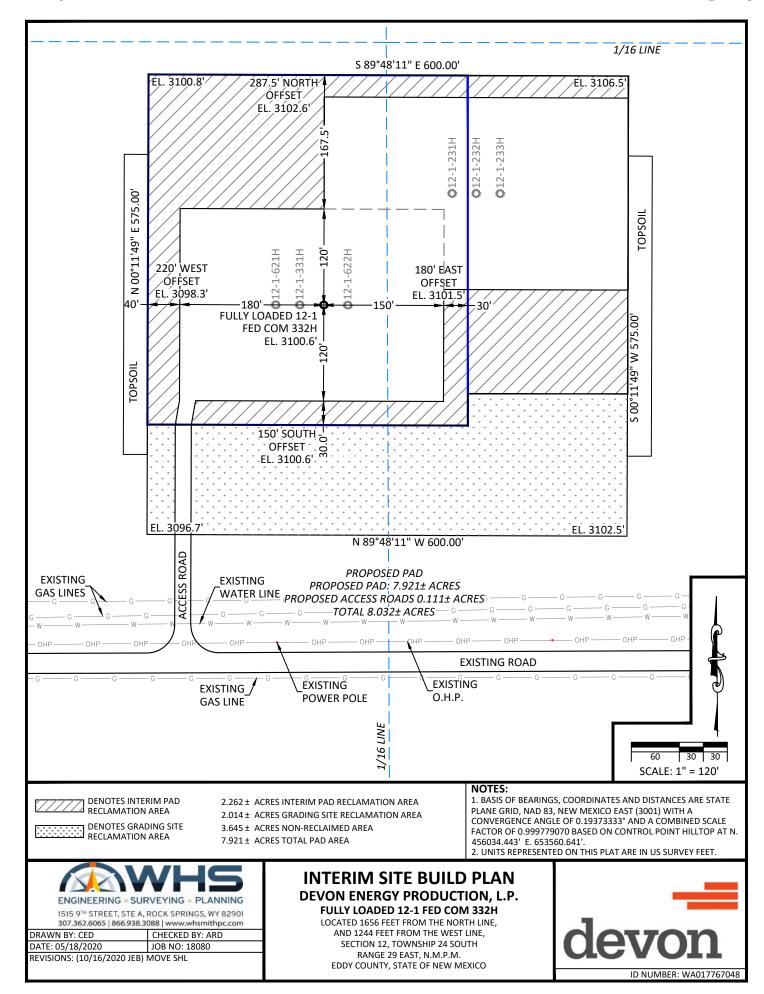
REVISIONS: (10/16/2020 JEB) MOVE SHL

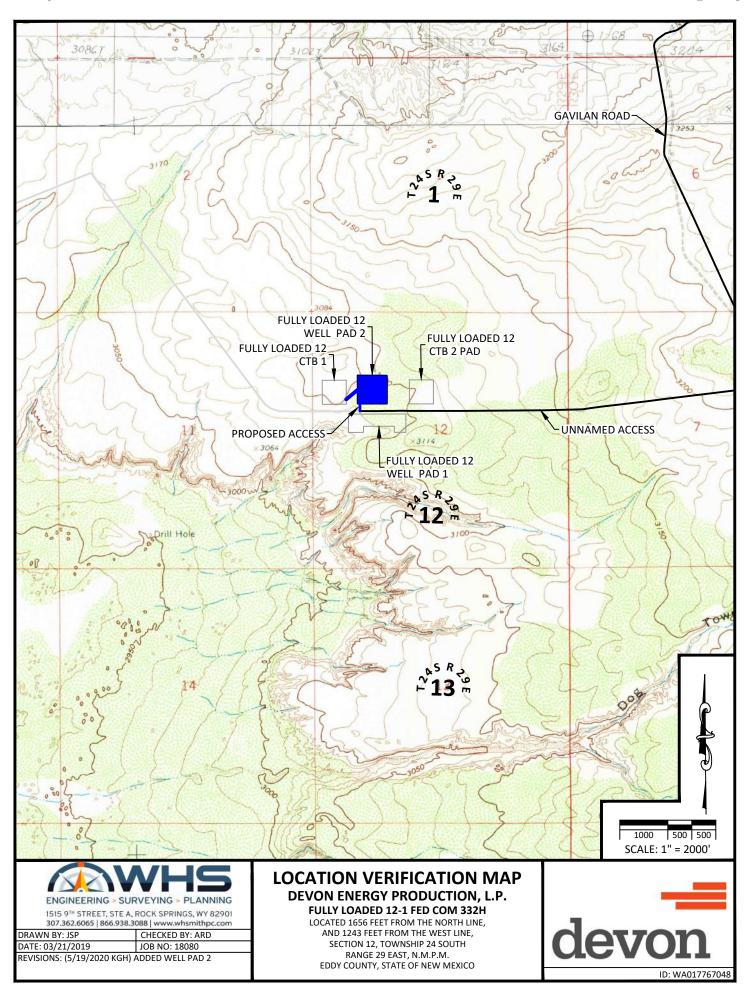
CHECKED BY: ARD

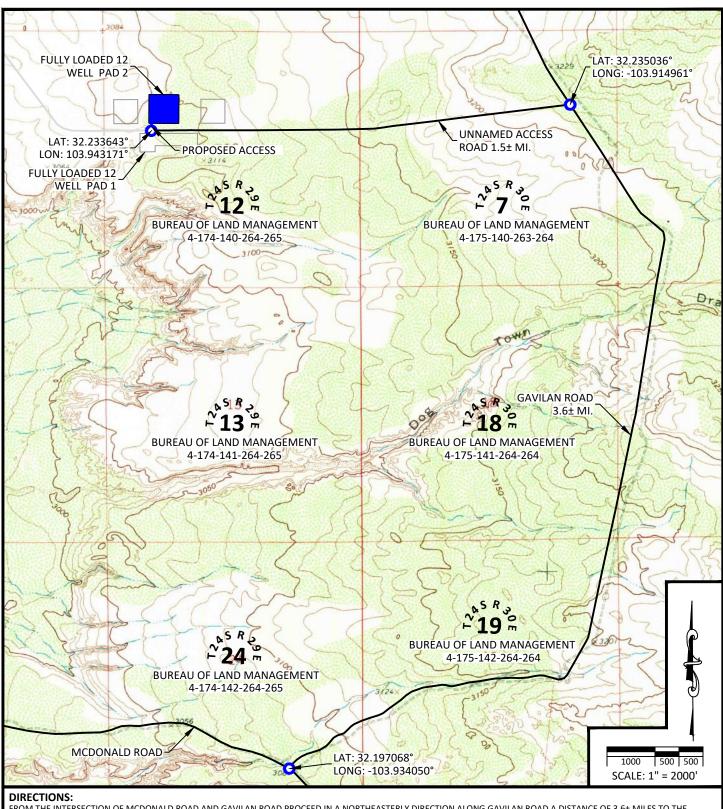
JOB NO: 18080

DRAWN BY: CED

DATE: 05/18/2020







FROM THE INTERSECTION OF MCDONALD ROAD AND GAVILAN ROAD PROCEED IN A NORTHEASTERLY DIRECTION ALONG GAVILAN ROAD A DISTANCE OF 3.6± MILES TO THE INTERSECTION OF GAVILAN ROAD AND A UNNAMED ACCESS ROAD TO THE WEST. MAKING A LEFT HAND TURN PROCEED IN A WESTERLY DIRECTION ALONG UNNAMED ACCESS ROAD A DISTANCE OF 1.7± MILES TO THE INTERSECTION OF UNNAMED ACCESS ROAD AND THE WELL PAD 2 ACCESS ROAD TO THE NORTH. MAKING A RIGHT HAND TURN PROCEED NORTH TO FULLY LOADED 12 WELL PAD 2.



DRAWN BY: JSP | CHECKED BY: ARD

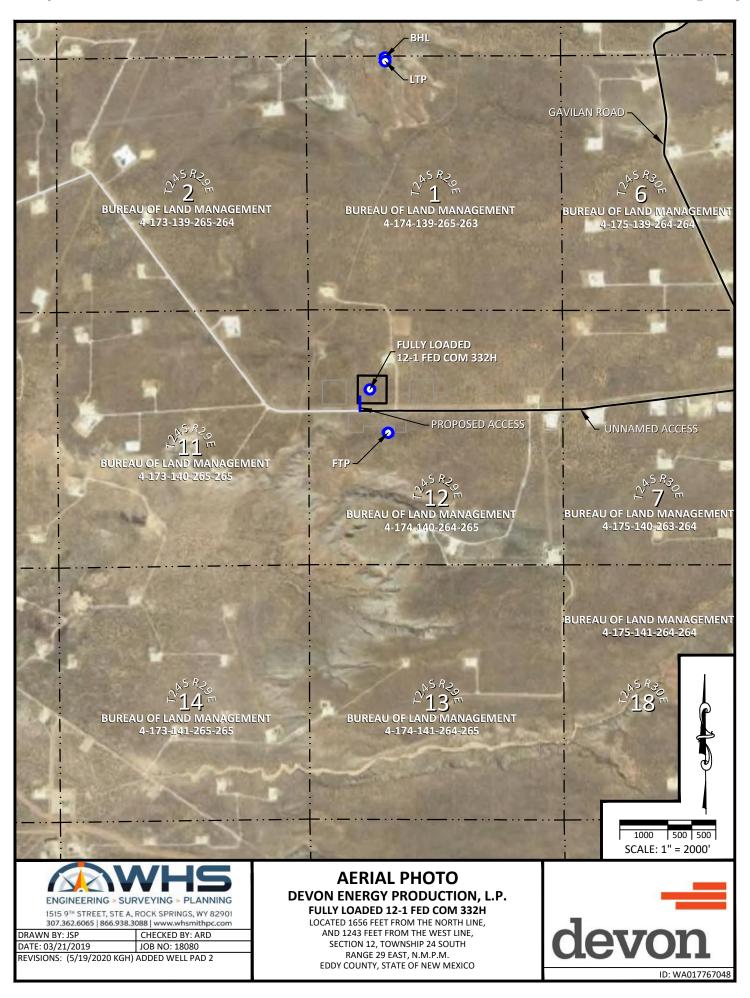
DATE: 03/21/2019 | JOB NO: 18080

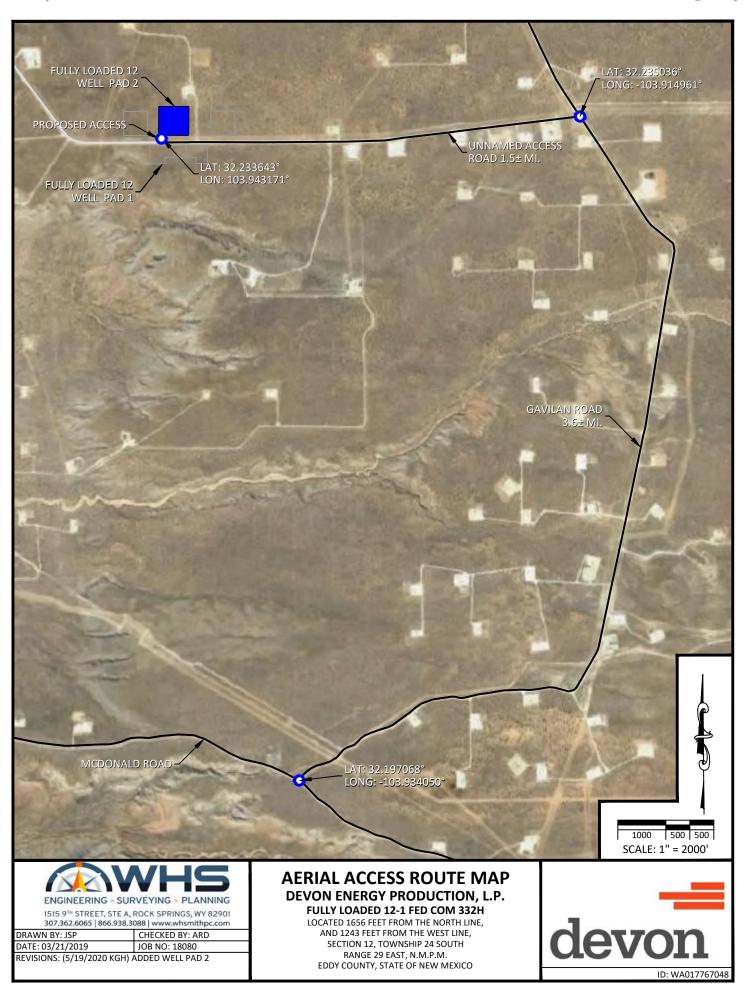
REVISIONS: (5/19/2020 KGH) ADDED WELL PAD 2

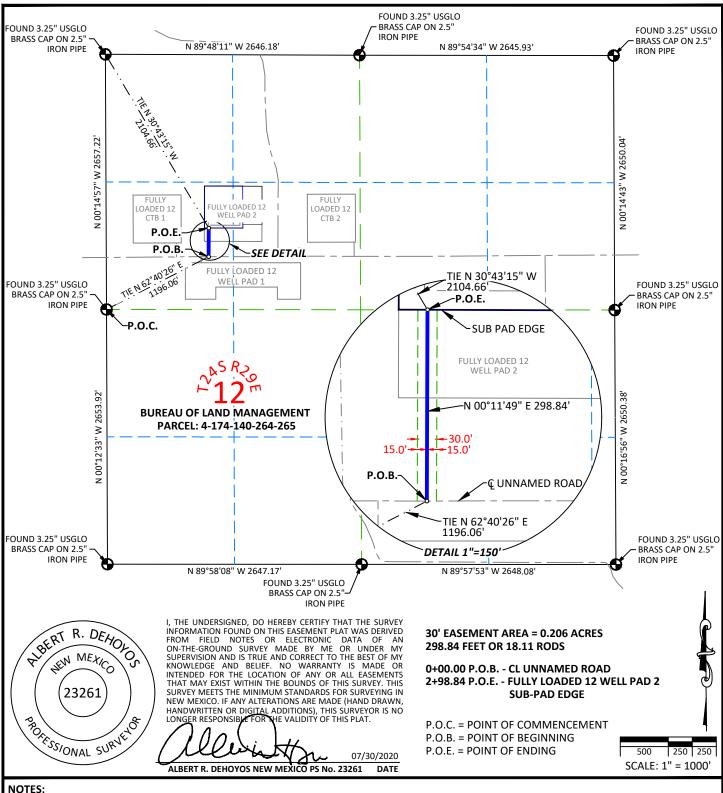
VICINITY MAP DEVON ENERGY PRODUCTION, L.P. FULLY LOADED 12-1 FED COM 332H

LOCATED 1656 FEET FROM THE NORTH LINE, AND 1243 FEET FROM THE WEST LINE, SECTION 12, TOWNSHIP 24 SOUTH RANGE 29 EAST, N.M.P.M. EDDY COUNTY, STATE OF NEW MEXICO









1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001), NAD 83 (2011), BASED FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GRID DISTANCES IN US SURVEY FEET. USE A COMBINED SCALE FACTOR OF 1.000221019 FOR GROUND DISTANCES.



DEVON ENERGY PRODUCTION, L.P. FULLY LOADED 12

WELL PAD 2 ACCESS EASEMENT

PROPOSED 30' EASEMENT ON THE PROPERTY OF **BUREAU OF LAND MANAGEMENT** SW1/4 NW1/4, SECTION 12, TOWNSHIP 24 SOUTH, RANGE 29 EAST, N.M.P.M. EDDY COUNTY, STATE OF NEW MEXICO



REVISIONS: (5/20/2020 JEB) EXTEND TO INTERIM PAD

(7/20/2020 KGH) TRIM AT SUB-PAD PAD

LEGAL DESCRIPTION

DEVON ENERGY PRODUCTION COMPANY, L.P. **BUREAU OF LAND MANAGEMENT**

PROPOSED 30' ACCESS ROAD EASEMENT:

A strip of land located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 12, Township 24 South, Range 29 East, of the New Mexico Principal Meridian, Eddy county, State of New Mexico, being thirty feet (30') in width, lying fifteen feet (15') on each side of the following described centerline, being better described as follows;

Commencing at the West Quarter corner of said Section 12 (P.O.C.) (Found 3.25" USGLO Brass Cap on a 2.5" Iron Pipe); thence, North 62°40'26" East a distance of 1196.06 feet to the (P.O.B.) Point Of Beginning;

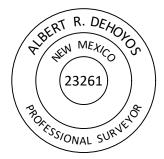
thence, North 00°11'49" East a distance of 298.84 feet to the (P.O.E.) Point of Ending, from which the Northwest corner of said Section 12 (Found 3.25" USGLO Brass Cap on a 2.5" Iron Pipe) bears North 30°43'15" West a distance of 2104.66 feet.

Said centerline being 298.84 feet or 18.11 rods in length and containing 0.206 Acres more or less.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS EASEMENT PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THIS SURVEY WE WAND AND FOR SURVEYS THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. IF ANY ALTERATIONS ARE MADE (HAND DRAWN, HANDWRITTEN OR DIGITAL ADDITIONS, THIS SURVEYOR IS NO LONGER RESPONSIBLE FOR THE VALIDITY OF THIS PLAT.

ALBERT R. DEHOYOS NEW MEXICO PS No. 23261

07/30/2020



NOTES:

1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001), NAD 83 (2011), BASED FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GRID DISTANCES IN US SURVEY FEET. USE A COMBINED SCALE FACTOR OF 1.000221019 FOR GROUND DISTANCES.



307.362.6065 | 866.938.3088 | www.whsmithpc.com

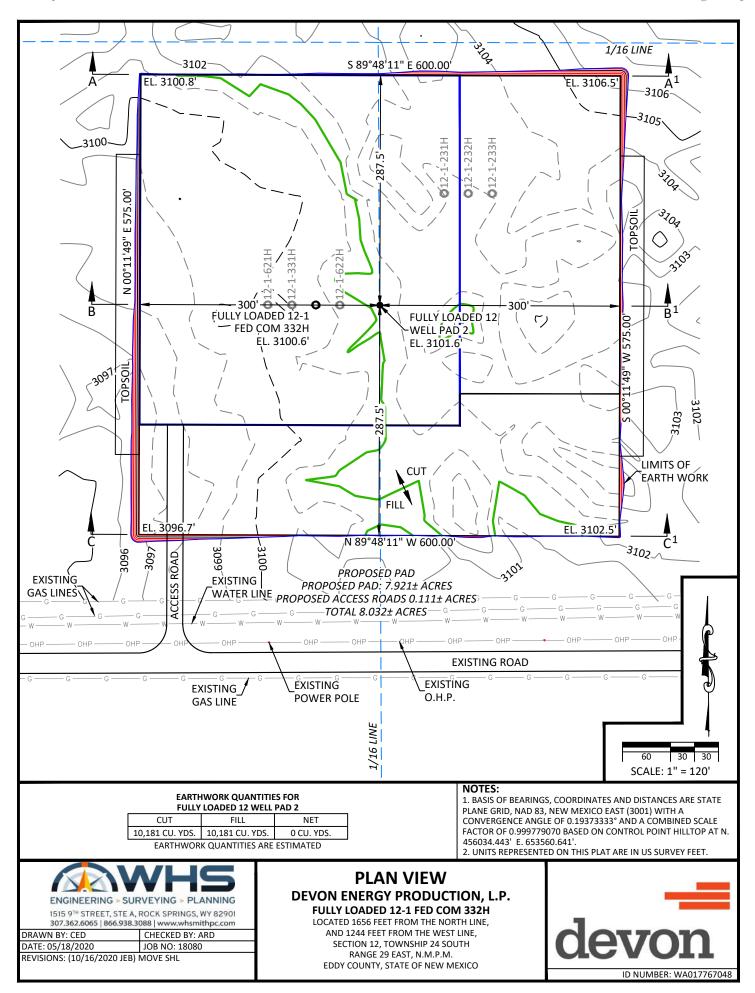
CHECKED BY: ARD DRAWN BY: CED DATE: 05/19/2020 JOB NO: 18080 REVISIONS: (5/20/2020 JEB) EXTEND TO INTERIM PAD (7/20/2020 KGH) TRIM AT SUB- PAD

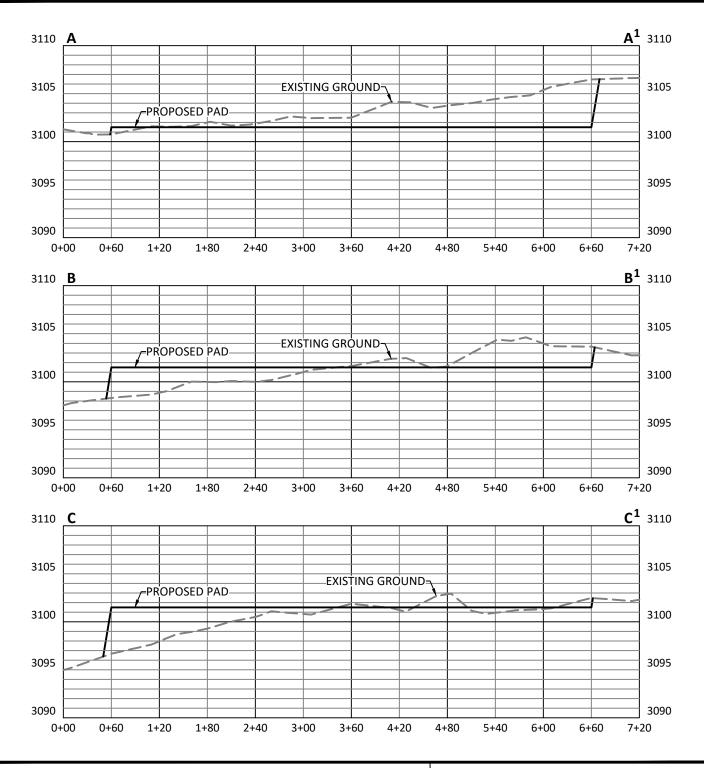
DEVON ENERGY PRODUCTION, L.P. FULLY LOADED 12

WELL PAD 2 ACCESS EASEMENT

PROPOSED 30' EASEMENT ON THE PROPERTY OF **BUREAU OF LAND MANAGEMENT** SW1/4 NW1/4, SECTION 12, TOWNSHIP 24 SOUTH, RANGE 29 EAST, N.M.P.M. EDDY COUNTY, STATE OF NEW MEXICO





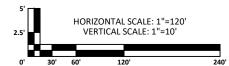


EARTHWORK QUANTITIES FOR FULLY LOADED 12 WELL PAD 2

CUT FILL NET

10,181 CU. YDS. 10,181 CU. YDS. 0 CU. YDS.

EARTHWORK QUANTITIES ARE ESTIMATED





DRAWN BY: CED CHECKED BY: ARD

DATE: 05/18/2020 JOB NO: 18080

REVISIONS: (10/16/2020 JEB) MOVE SHL

CROSS SECTIONS DEVON ENERGY PRODUCTION, L.P. FULLY LOADED 12-1 FED COM 332H

LOCATED 1656 FEET FROM THE NORTH LINE, AND 1244 FEET FROM THE WEST LINE, SECTION 12, TOWNSHIP 24 SOUTH RANGE 29 EAST, N.M.P.M. EDDY COUNTY, STATE OF NEW MEXICO



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 Road, 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, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate District Office

☐ AMENDED REPORT

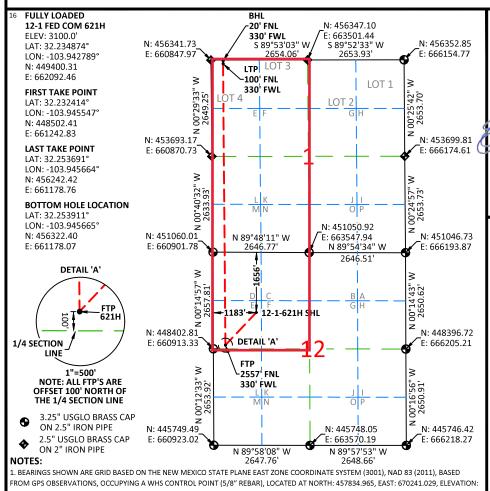
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Numb 30 015 47577	per ² Pool Code 98220	PURPLE SAGE; WOLFCA	MP
⁴ Property Code	FUL	⁵ Property Name	⁶ Well Number
329754		LY LOADED 12-1 FED COM	621 H
⁷ OGRID No.	DEVON ENE	⁸ Operator Name	⁹ Elevation
6137		RGY PRODUCTION COMPANY, L.P.	3100.0'

¹⁰Surface Location

UL or lot no. E	Section 12	Township 24-S	Range 29-E	Lot Idn	Feet from the 1656	North/South line NORTH	Feet from the 1183	East/West line WEST	County EDDY			
	¹¹ Bottom Hole Location If Different From Surface											
UL or lot no. LOT 4	Section 1	Township 24-S	Range 29-E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 330	East/West line WEST	County EDDY			
¹² Dedicated Ac 479.33	res ¹³ Join	t or Infill 1	⁴ Consolida	tion Code	¹⁵ Order No. IN	FILL WELL	_					

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.



¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

****08/06/20

Date

Erin Workman

Erin.workman@dvn.com

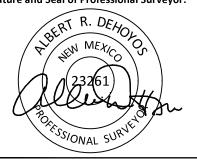
18 SURVEYOR CERTIFICATION

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.

07/23/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehoyos Checked by: ARD Drawn by: JEB Date: 07/23/2020

2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1,000221019 3. ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B

	rator Nam VON ENI		DDUCTI	ION (COMPANY,		erty Name: LY LOADED 12	-1 FED CON	М	Well Number 621H
ick	Off Poir	nt (KOP)								
UL	Section 12	Township 24S	Range 29E	Lot	Feet 1856	From N/S NORTH	Feet 330	From E/W WEST	County EDDY	
Latit		1 243	<u> ∠7E</u>	<u> </u>	Longitude	INUKIH	1 330	I WEST	NAD NAD	
3	32.23433	32			-103.	945356			83	
32.	232414°	•			-103.945	547°			83	
		oint (LTP)			-103.945	547°			83	
ast	Take Po		Range 29-E	Lot	Feet 100	From N/S NORTH	Feet 330	From E/W WEST	County EDDY	
ast UL 4	Take Po	Township 24-S		Lot	Feet	From N/S NORTH			County	
Last UL 4 Latitu 32	Take Po Section 1 ude 253691°	int (LTP) Township 24-S	29-E		Feet 100 Longitude -103.945	From N/S NORTH	330	WEST	County EDDY NAD	
Jast UL 4 Latitt 32	Section 1 ude 253691° is well t is well a	rint (LTP) Township 24-S he defining	ng well	for t	Feet 100 Longitude -103.945	From N/S NORTH 664°	330	WEST	County EDDY NAD 83	Horizontal
ast UL 4 Latiti 32 S th	Section 1 ude 253691° is well t is well a	he definit	ng well	for t	Feet 100 Longitude -103.945	From N/S NORTH 664°	330 3 Unit? <u>N</u> C	WEST	County EDDY NAD 83	Horizontal Well Number

District I

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

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State of New Mexico

Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION

> 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate District Office

☐ AMENDED REPORT

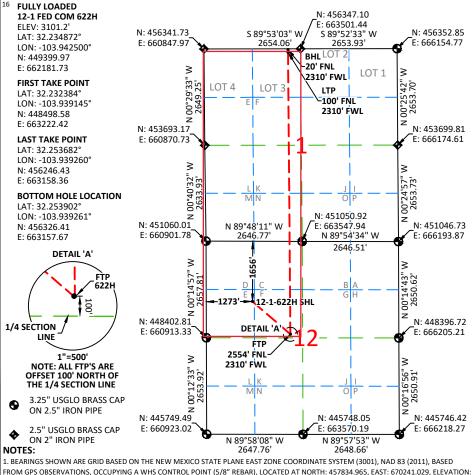
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Numb 30-015-47578	oer	98220 Pool Code	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)	
⁴ Property Code			roperty Name DED 12-1 FED COM	⁶ Well Number 622 H
⁷ OGRID No. 6137			perator Name RODUCTION COMPANY, L.P.	⁹ Elevation 3101.2'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
E	12	24-S	29-E		1656	NORTH	1273	WEST	EDDY			
	11Bottom Hole Location If Different From Surface											
UL or lot no. LOT 3	Section 1	Township 24-S	Range 29-E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 2310	East/West line WEST	County EDDY			
¹² Dedicated Ac 479.33	res ¹³ Join	t or Infill 1	⁴ Consolida	tion Code	¹⁵ Order No.							

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.



¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

fnnw

Signature

11-4-2020 Date

JENNY HARMS

Printed Name

JENNY.HARMS@DVN.COM

E-mail Address

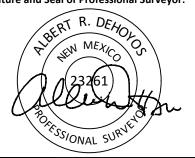
18SURVEYOR CERTIFICATION

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.

10/19/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehovos Checked by: ARD Drawn by: JSP Date: 10/16/2020

FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000221019 3. ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B

	rator Nam ON ENE		DUCT	ION (COMPANY,		perty Name: LLY LOADED 1	2-1 FED CON	И	Well Number 622H
(ick	Off Poir	it (KOP)								
UL	Section 12	Township 24S	Range 32E	Lot	Feet 2595 FNL	From N/S	Feet 2310 FWL	From E/W	County	EDDY
Latitu 32	ude .23217817		-	•	Longitude -103.939	14490	•	•	NAD 83	
UL	Section	oint (FTP)	Range	Lot	Feet	From N/S	Feet	From E/W	County	
F Latitu	12 ude	24-S	29-E		2554 Longitude	NORTH	2310	WEST	EDDY NAD	
32.2	232384°				-103.9393	145°			83	
		int (LTP)	Range	Lot	Foot	From N/S	Feet	From F/W	County	
UL 3	Section 1	int (LTP) Township 24-S	Range 29-E	Lot	Feet 100	From N/S NORTH	Feet 2310	From E/W WEST	County EDDY	
UL 3 Latitu	Section 1	Township 24-S		Lot	1	NORTH			,	
UL 3 Latitu 32.2	Section 1 1 ude 253682°	Township 24-S	129-E		100 Longitude	NORTH	2310		EDDY NAD	
UL 3 Latitu 32.2	Section 1 1 ude 253682°	Township 24-S ne definir n infill we	ng well	for t	Longitude -103.9392 he Horizon	NORTH 260° tal Spacir	2310	WEST	NAD 83	Horizontal
UL 3 Latitu 32.2	Section 1 1 ude 2253682° is well the second section 1 is well a section 1	Township 24-S ne definir n infill we	ng well	for t	Longitude -103.9392 he Horizon	NORTH 260° tal Spacir	2310	WEST	NAD 83	Horizontal
S thi	Section 1 1 ude 2253682° is well the second section 1 is well a section 1	ne definir	ng well	for t	Longitude -103.9392 he Horizon	NORTH 260° tal Spacin	2310	WEST	NAD 83	Horizontal

District I

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

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OIL CONSERVATION DIVISION

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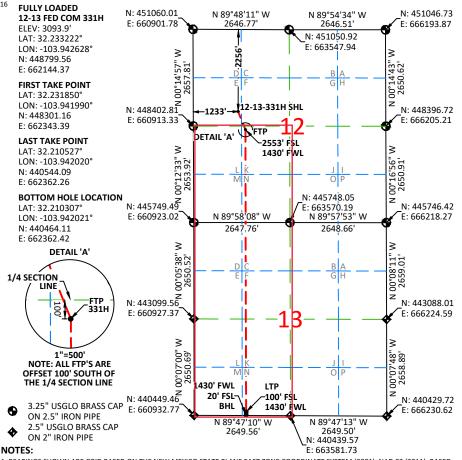
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Numl 30-015-47551	² Pool Code 5526	FORTY NINER RIDGE BONE SPRING	
⁴ Property Code		roperty Name DED 12-13 FED COM	⁶ Well Number 331H
⁷ OGRID No. 6137		perator Name RODUCTION COMPANY, L.P.	⁹ Elevation 3093.9'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	12	24-S	29-E		2256	NORTH	1233	WEST	EDDY
		11	Botton	n Hole I	Location If	Different Fro	om Surface		
UL or lot no.		Township		Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	13	24-S	29-E		20	SOUTH	1430	WEST	EDDY
¹² Dedicated Ac	res ¹³ Join	t or Infill 1	⁴ Consolida	tion Code	¹⁵ 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.



 BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001), NAD 83 (2011), BASED FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000221019
 ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B.

¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

inney 11-4-2020

JENNY HARMS Printed Name

JENNY.HARMS@DVN.COM

E-mail Address

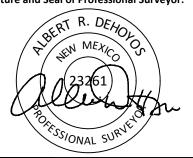
18SURVEYOR CERTIFICATION

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.

10/19/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehoyos

Drawn by: JSP Checked by: ARD Date: 10/16/2020

API #	#									
30	-015-4755	1								
	rator Namo /ON ENE		DUCT	ION (COMPANY, L		erty Name: LY LOADED 12-	-13 FED CO)M	Well Number 331H
lick	Off Poin									
UL 	12	Township 24S	Range 29E	Lot	Feet 2604 FSL	From N/S	Feet 1430 FWL	From E/W	County	
Latitu 32 :	ude 231897	46			Longitude -103.9419	99010			NAD 83	
irst _{UL}		oint (FTP)		Lot	Feet	From N/S	Feet	From E/W	County	
K	12	24-S	29-E		2553	SOUTH	1430	WEST	EDDY	
Latitu 32.2	ude 231850°				Longitude -103.9419	990°			NAD 83	
act	Take Po	int (ITD)								
UL N	Section 13	int (LTP) Township 24-S	Range 29-E	Lot	Feet 100	From N/S SOUTH	Feet 1430	From E/W WEST	County EDDY	
UL N Latitu	Section 13	Township 24-S		Lot		SOUTH				
UL N Latitu 32.2	Section 13 ude 210527°	Township 24-S	ng well		Longitude -103.9420 he Horizont	SOUTH 020°	1430	WEST	EDDY NAD	
S th	Section 13 ude 210527° is well this well a	Township 24-S ne definir n infill we	ng well	for t	Longitude -103.9420 he Horizont	SOUTH 020°	1430	WEST	NAD 83	Horizontal
N Latitu 32.2	Section 13 ude 210527° is well this well a	Township 24-S ne definir n infill we	ng well	for t	Longitude -103.9420 he Horizont	SOUTH 020°	1430	WEST	NAD 83	Horizontal

FULLY LOADED 12-13 FED COM 331H

1. Geologic Formations

TVD of target	10199	Pilot hole depth	N/A
MD at TD:	17974	Deepest expected fresh water	

Basin

Dasin			
	Depth	Water/Mineral	
Formation	(TVD)	Bearing/Target	Hazards*
	from KB	Zone?	
Rustler	358		
Salt	593		
Base of Salt	3093		
Lamar	3093		
Bell Canyon	3328		
Cherry Canyon	4188		
Brushy Canyon	5768		
1st Bone Spring Lime	7008		
1st Bone Spring Sand	8043		
Bone Spring 2nd	8718		
3rd Bone Spring Lime	9168		
Bone Spring 3rd	9963		
			•

^{*}H2S, water flows, loss of circulation, abnormal pressures, etc.

2. Casing Program (Primary Design)

	, , , , , , , , , , , , , , , , , , ,	Wt			Casing Interval		Casing Interval	
Hole Size	Csg. Size	(PPF)	Grade	Conn	From (MD)	To (MD)	From (TVD)	To (TVD)
17 1/2	13 3/8	48	H40	STC	0	383	0	383
9 7/8	8 5/8	32	P110	TLW	0	8743	0	8743
7 7/8	5 1/2	17	P110	ВТС	0	17974	0	10199

[•] All casing strings will be tested in accordance with Onshore Oil and Gas Order #2 IILB.1.h Must have table for continengcy casing.

3. Cementing Program (Primary Design)

Casing	# Sks	TOC	Wt.	Yld (ft3/sack)	Slurry Description
Surface	316	Surf	13.2	1.44	Lead: Class C Cement + additives
Int 1	450	Surf	9	3.27	Lead: Class C Cement + additives
	67	4000' above	13.2	1.44	Tail: Class H / C + additives
Int 1 Intermediate Squeeze	As Needed	Surf	13.2	1.44	Squeeze Lead: Class C Cement + additives
	450	Surf	9	3.27	Lead: Class C Cement + additives
	67	4000' above	13.2	1.44	Tail: Class H / C + additives
Production	88	8243	9	3.27	Lead: Class H /C + additives
	1087	9758	13.2	1.44	Tail: Class H / C + additives

Casing String	% Excess
Surface	50%
Intermediate 1	30%
Intermediate 1 (Two Stage)	25%
Prod	10%

4. Pressure Control Equipment (Three String Design)

BOP installed and tested before drilling which hole?	Size?	Min. Required WP	Туре		✓	Tested to:
			Anı	nular	X	50% of rated working pressure
Int 1	13-58"	5M	Blind	l Ram	X	
IIIL I	15-38	JIVI	Pipe	Ram		5M
			Doub	le Ram	X	3101
			Other*			
			Annul	ar (5M)	X	50% of rated working pressure
Don't sellen	10.5/01	53.6	Blind Ram		X	
Production	13-5/8"	5M	Pipe Ram			534
			Doub	le Ram	X	5M
			Other*			
			Annular (5M)			
			Blind Ram			
			Pipe Ram			1
			Doub	le Ram		
			Other*			
N A variance is requested for	the use of a	a diverter or	the surface	casing. See	attached for s	chematic.
Y A variance is requested to 1	un a 5 M a	nnular on a	10M system			

5. Mud Program (Three String Design)

Section	Туре	Weight (ppg)
Surface	FW Gel	8.5-9
Intermediate	DBE / Cut Brine	10-10.5
Production	OBM	8.5-9

Sufficient mud materials to maintain mud properties and meet minimum lost circulation and weight increase requirements will be kept on location at all times.

What will be used to monitor the loss or gain of fluid?	PVT/Pason/Visual Monitoring
Ü	C

6. Logging and Testing Procedures

Logging, (Coring and Testing
	Will run GR/CNL from TD to surface (horizontal well - vertical portion of hole). Stated logs run will be in the
X	Completion Report and shumitted to the BLM.
	No logs are planned based on well control or offset log information.
	Drill stem test? If yes, explain.
	Coring? If yes, explain.

Additional l	ogs planned	Interval
	Resistivity	Int. shoe to KOP
	Density	Int. shoe to KOP
X	CBL	Production casing
X	Mud log	Intermediate shoe to TD
	PEX	

7. Drilling Conditions

Condition	Specfiy what type and where?
BH pressure at deepest TVD	4773
Abnormal temperature	No

Mitigation measure for abnormal conditions. Describe. Lost circulation material/sweeps/mud scavengers.

Hydrogren Sulfide (H2S) monitors will be installed prior to drilling out the surface shoe. If H2S is detected in concentrations greater than 100 ppm, the operator will comply with the provisions of Onshore Oil and Gas Order #6. If Hydrogen Sulfide is encountered measured values and formations will be provided to the BLM.

N	H2S is present
Y	H2S plan attached.

8. Other facets of operation

Is this a walking operation? Potentially

- 1 If operator elects, drilling rig will batch drill the surface holes and run/cement surface casing; walking the rig to next wells on the pad.
- 2 The drilling rig will then batch drill the intermediate sections and run/cement intermediate casing; the wellbore will be isolated with a blind flange and pressure gauge installed for monitoring the well before walking to the
- 3 The drilling rig will then batch drill the production hole sections on the wells with OBM, run/cement production casing, and install TA caps or tubing heads for completions.

NOTE: During batch operations the drilling rig will be moved from well to well however, it will not be removed

FULLY LOADED 12-13 FED COM 331H

from the pad until all wells have production casing run/cemented.

Will be pre-setting casing? Potentially

- 1 Spudder rig will move in and batch drill surface hole.
 - a. Rig will utilize fresh water based mud to drill surface hole to TD. Solids control will be handled entirely on a closed loop basis.,
- 2 After drilling the surface hole section, the spudder rig will run casing and cement following all of the applicable rules and regulations (OnShore Order 2, all COAs and NMOCD regulations).
- 3 The wellhead will be installed and tested once the surface casing is cut off and the WOC time has been reached.
- 4 A blind flange with the same pressure rating as the wellhead will be installed to seal the wellbore. Pressure will be monitored with a pressure gauge installed on the wellhead.
- 5 Spudder rig operations is expected to take 4-5 days per well on a multi-well pa.
- 6 The NMOCD will be contacted and notified 24 hours prior to commencing spudder rig operations.
- 7 Drilling operations will be performed with drilling rig. A that time an approved BOP stack will be nippled up and tested on the wellhead before drilling operations commences on each well.
 - a. The NMOCD will be contacted / notified 24 hours before the drilling rig moves back on to the pad with the pre-set surface casing.

Attachments	
X	Directional Plan
	Other, describe

FULLY LOADED 12-13 FED COM 331H

1. Geologic Formations

TVD of target	10199	Pilot hole depth	N/A
MD at TD:	17974	Deepest expected fresh water	

Basin

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	Depth	Water/Mineral	
Formation	(TVD)	Bearing/Target	Hazards*
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IIIt I	13-36	JIVI	Pipe	Ram		5M				
			Doub	le Ram	X	JIVI				
			Other*							
		51	Annular (5M)		X	50% of rated working pressure				
Due de estica	13-5/8"		Blind Ram		X					
Production		5M Pipe Ram			514					
			Double Ram		X	5M				
			Other*							
			Annula	ar (5M)						
			Bline	l Ram						
			Pipe	Ram		1				
			Doub	le Ram		1				
			Other*							
N A variance is requested for	the use of a	a diverter or	the surface	casing. See a	attached for s	chematic.				
Y A variance is requested to 1	A variance is requested to run a 5 M annular on a 10M system									

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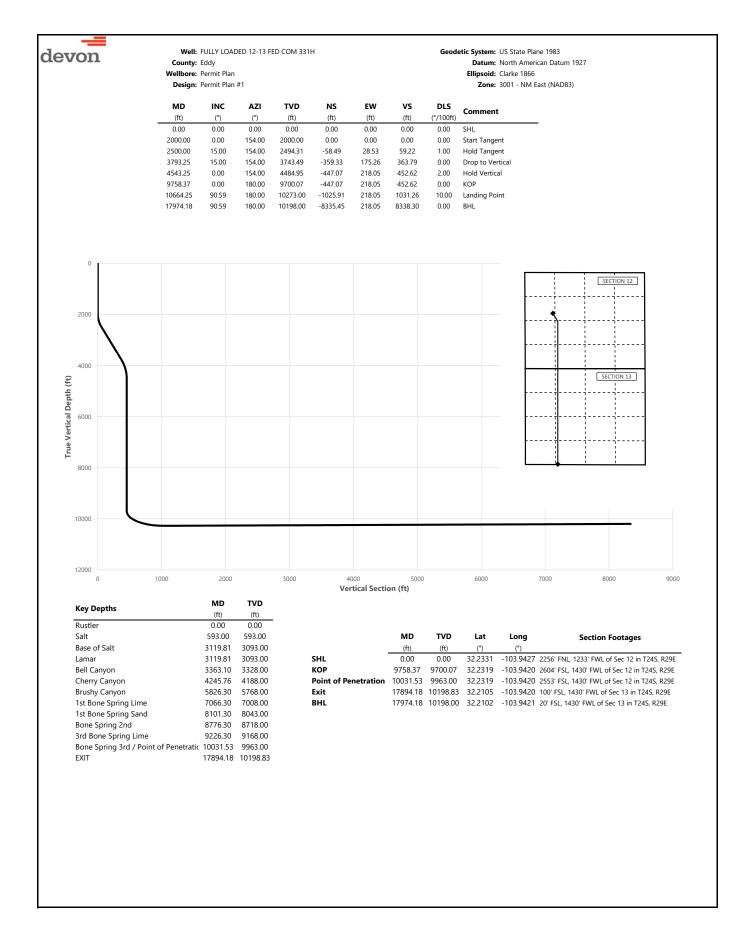
FULLY LOADED 12-13 FED COM 331H

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Attachments	
X	Directional Plan
	Other, describe



devon

Well: FULLY LOADED 12-13 FED COM 331H

County: Eddy
Wellbore: Permit Plan
Design: Permit Plan #1

Geodetic System: US State Plane 1983

Datum: North American Datum 1927

Ellipsoid: Clarke 1866
Zone: 3001 - NM East (NAD83)

MD INC TVD vs AZI NS EW DLS Comment (°/100ft) (ft) (ft) (°) (°) (ft) (ft) (ft) SHL 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 100.00 0.00 154.00 100.00 0.00 0.00 0.00 0.00 200.00 0.00 154.00 200.00 0.00 0.00 0.00 0.00 300.00 0.00 154.00 300.00 0.00 0.00 0.00 0.00 358.00 0.00 154.00 358.00 0.00 0.00 0.00 0.00 Rustler 0.00 400.00 0.00 154.00 400.00 0.00 0.00 0.00 500.00 0.00 154.00 500.00 0.00 0.00 0.00 0.00 593.00 154.00 0.00 593.00 0.00 0.00 0.00 0.00 Salt 600.00 0.00 154.00 600.00 0.00 0.00 0.00 0.00 700.00 0.00 154.00 700.00 0.00 0.00 0.00 0.00 800.00 0.00 154.00 800.00 0.00 0.00 0.00 0.00 900.00 0.00 154.00 900.00 0.00 0.00 0.00 0.00 1000.00 0.00 154.00 1000.00 0.00 0.00 0.00 0.00 1100.00 0.00 154.00 1100.00 0.00 0.00 0.00 0.00 0.00 1200.00 0.00 154.00 1200.00 0.00 0.00 0.00 1300.00 0.00 154.00 1300.00 0.00 0.00 0.00 0.00 1400.00 154.00 1400.00 0.00 0.00 0.00 0.00 0.00 1500.00 0.00 154.00 1500.00 0.00 0.00 0.00 0.00 1600.00 0.00 154.00 1600.00 0.00 0.00 0.00 0.00 1700.00 0.00 154.00 1700.00 0.00 0.00 0.00 0.00 1800.00 0.00 154.00 1800.00 0.00 0.00 0.00 0.00 1900.00 0.00 154.00 1900.00 0.00 0.00 0.00 0.00 2000.00 0.00 154 00 2000 00 0.00 0.00 0.00 0.00 Start Tangent 2100.00 3.00 154.00 2099.95 -2.35 1.15 2.38 3.00 2200.00 6.00 154.00 2199.63 -9.40 4.59 9.52 3.00 2300.00 9.00 154.00 2298.77 -21.13 10.31 21.40 3.00 2400.00 12.00 154.00 2397.08 -37.51 18.30 37 98 3.00 2500.00 154.00 2494.31 -58.49 28.53 59.22 Hold Tangent 15.00 1.00 2600.00 15.00 154.00 2590.90 -81.75 39.87 82.77 0.00 2700.00 15.00 154.00 2687.49 -105.02 106.32 0.00 51.22 2800.00 15.00 154.00 2784.09 -128.2862.57 129.87 0.00 2900.00 15.00 2880.68 -151.54 153.42 0.00 154.00 73.91 3000.00 154.00 2977.27 -174.80 176.97 15.00 85.26 0.00 3100.00 15.00 154.00 3073.86 -198.0796.60 200.52 0.00 3119.81 15.00 154.00 3093.00 -202 67 98.85 205.19 0.00 Base of Salt, Lamai 3200.00 15.00 154.00 3170.46 -221.33 107.95 224.08 0.00 3300.00 15.00 154.00 3267.05 -244.59 119.30 247.63 0.00 3363.10 15.00 154.00 3328.00 -259.27 126.45 262.49 0.00 Bell Canyon 3400.00 15.00 154.00 3363.64 -267.85 130.64 271.18 0.00 3500.00 15.00 154.00 3460.23 -291.12 141.99 0.00 294.73 3600.00 -314.38 15.00 154.00 3556.83 153.33 318.28 0.00 3700.00 15.00 154.00 3653.42 -337.64 164.68 341.83 0.00 3793.25 175.26 15.00 154.00 3743.49 -359.33 363.79 0.00 Drop to Vertical 3800.00 3750.01 -360.90 365.38 14.86 154.00 176.02 2.00 3900.00 12.86 154.00 3847.10 -382.43186.53 387.18 2.00 4000.00 10.86 154.00 3944.95 -400.91 195.54 405.89 2.00 4100.00 8.86 154.00 4043.47 -416.31 203.05 421.48 2.00 4200.00 6.86 154.00 4142.52 -428.61 209.05 433.93 2.00 4245.76 5.95 154.00 4188.00 -433.20 211.29 438.58 2.00 Cherry Canyon 4300.00 154.00 4242.00 -437.79 213.53 443.23 2.00 4.86 4400.00 2.86 154.00 4341.76 -443.85 216.48 449.36 2.00 4500.00 0.86 154.00 4441.71 -446.78 217.91 452.32 2.00 4543.25 0.00 154.00 4484.95 -447.07 218.05 452.62 2.00 Hold Vertical 4600.00 0.00 180.00 4541.70 -447.07 218.05 452.62 0.00 4700.00 180.00 4641.70 -447.07 452.62 0.00 218.05 0.00 0.00 180.00 4741 70 -447 07 218.05 0.00 4800 00 452 62 4900.00 0.00 180.00 4841.70 -447.07 218.05 452.62 0.00 5000.00 4941.70 -447.07 0.00 180.00 218.05 452.62 0.00 5100.00 0.00 180.00 5041.70 -447.07 218.05 452.62 0.00 5200.00 0.00 180.00 5141.70 -447.07 218.05 452.62 0.00 5300.00 5241.70 -447.07 452.62 0.00 180.00 218.05 0.00 5400.00 0.00 180.00 5341.70 -447.07 218.05 452.62 0.00 5500.00 5441 70 -447 07 452 62 0.00 180 00 218.05 0.00 5600.00 0.00 180.00 5541.70 -447.07 218.05 452.62 0.00 5700.00 0.00 180.00 5641.70 -447.07 218.05 452.62 0.00 5800.00 5741.70 -447.07 218.05 452.62 0.00 0.00 180.00 5826.30 0.00 180.00 5768 00 -447 07 218.05 452 62 0.00 Brushy Canyon 5900.00 0.00 180.00 5841.70 -447.07 218.05 452.62 0.00 6000.00 0.00 180.00 5941.70 -447.07 218.05 452.62 0.00 452.62 6100.00 0.00 180.00 6041.70 -447.07 218.05 0.00



Well: FULLY LOADED 12-13 FED COM 331H

County: Eddy
Wellbore: Permit Plan
Design: Permit Plan #1

Geodetic System: US State Plane 1983

Datum: North American Datum 1927

Ellipsoid: Clarke 1866 Zone: 3001 - NM East (NAD83)

	_	r errinit riai						Zone. 3001 - NW East (NAD03)
MD	INC	AZI	TVD	NS	EW	vs	DLS	
(ft)	(°)	(°)	(ft)	(ft)	(ft)	(ft)	(°/100ft)	Comment
6200.00	0.00	180.00	6141.70	-447.07	218.05	452.62	0.00	
6300.00	0.00	180.00	6241.70	-447.07	218.05	452.62	0.00	
6400.00	0.00	180.00	6341.70	-447.07	218.05	452.62	0.00	
6500.00	0.00	180.00	6441.70	-447.07	218.05	452.62	0.00	
6600.00	0.00	180.00	6541.70	-447.07	218.05	452.62	0.00	
6700.00	0.00	180.00	6641.70	-447.07	218.05	452.62	0.00	
6800.00	0.00	180.00	6741.70	-447.07	218.05	452.62	0.00	
6900.00	0.00	180.00	6841.70	-447.07	218.05	452.62	0.00	
7000.00	0.00	180.00	6941.70	-447.07	218.05	452.62	0.00	
7066.30	0.00	180.00	7008.00	-447.07	218.05	452.62	0.00	1st Bone Spring Lime
7100.00	0.00	180.00	7041.70	-447.07	218.05	452.62	0.00	
7200.00	0.00	180.00	7141.70	-447.07	218.05	452.62	0.00	
7300.00	0.00	180.00	7241.70	-447.07	218.05	452.62	0.00	
7400.00	0.00	180.00	7341.70	-447.07	218.05	452.62	0.00	
7500.00	0.00	180.00	7441.70	-447.07	218.05	452.62	0.00	
7600.00	0.00	180.00	7541.70	-447.07	218.05	452.62	0.00	
7700.00	0.00	180.00	7641.70	-447.07	218.05	452.62	0.00	
7800.00	0.00	180.00	7741.70	-447.07	218.05	452.62	0.00	
7900.00	0.00	180.00	7841.70	-447.07	218.05	452.62	0.00	
8000.00	0.00	180.00	7941.70	-447.07	218.05	452.62	0.00	
8100.00	0.00	180.00	8041.70	-447.07	218.05	452.62	0.00	
8101.30	0.00	180.00	8043.00	-447.07	218.05	452.62	0.00	1st Bone Spring Sand
8200.00	0.00	180.00	8141.70	-447.07	218.05	452.62	0.00	ist some spring sund
8300.00		180.00		-447.07		452.62	0.00	
8400.00	0.00	180.00	8241.70 8341.70	-447.07 -447.07	218.05 218.05	452.62	0.00	
8500.00	0.00	180.00	8441.70	-447.07	218.05	452.62	0.00	
8600.00	0.00	180.00	8541.70	-447.07	218.05	452.62	0.00	
8700.00	0.00	180.00	8641.70	-447.07	218.05	452.62	0.00	
8776.30	0.00	180.00	8718.00	-447.07	218.05	452.62	0.00	Bone Spring 2nd
8800.00	0.00	180.00	8741.70	-447.07	218.05	452.62	0.00	
8900.00	0.00	180.00	8841.70	-447.07	218.05	452.62	0.00	
9000.00	0.00	180.00	8941.70	-447.07	218.05	452.62	0.00	
9100.00	0.00	180.00	9041.70	-447.07	218.05	452.62	0.00	
9200.00	0.00	180.00	9141.70	-447.07	218.05	452.62	0.00	
9226.30	0.00	180.00	9168.00	-447.07	218.05	452.62	0.00	3rd Bone Spring Lime
9300.00	0.00	180.00	9241.70	-447.07	218.05	452.62	0.00	
9400.00	0.00	180.00	9341.70	-447.07	218.05	452.62	0.00	
9500.00	0.00	180.00	9441.70	-447.07	218.05	452.62	0.00	
9600.00	0.00	180.00	9541.70	-447.07	218.05	452.62	0.00	
9700.00	0.00	180.00	9641.70	-447.07	218.05	452.62	0.00	
9758.37	0.00	180.00	9700.07	-447.07	218.05	452.62	0.00	KOP
9800.00	4.16	180.00	9741.67	-448.58	218.05	454.13	10.00	KOI
9900.00	14.16	180.00	9840.27	-464.48	218.05	470.03	10.00	
		180.00	9934.60	-497.27		502.80	10.00	
10000.00	24.16				218.05			Dana Carina 2nd / Daint of Danatustian
10031.53	27.32	180.00	9963.00	-510.96	218.05	516.49	10.00	Bone Spring 3rd / Point of Penetration
10100.00	34.16	180.00	10021.82	-545.94	218.05	551.45	10.00	
10200.00	44.16	180.00	10099.25	-609.01	218.05	614.50	10.00	
10300.00	54.16	180.00	10164.56	-684.57	218.05	690.04	10.00	
10400.00	64.16	180.00	10215.76	-770.33	218.05	775.76	10.00	
10500.00	74.16	180.00	10251.28	-863.67	218.05	869.07	10.00	
10600.00	84.16	180.00	10270.06	-961.76	218.05	967.13	10.00	
10664.25	90.59	180.00	10273.00	-1025.91	218.05	1031.26	10.00	Landing Point
10700.00	90.59	180.00	10272.63	-1061.66	218.05	1067.00	0.00	
10800.00	90.59	180.00	10271.61	-1161.65	218.05	1166.96	0.00	
10900.00	90.59	180.00	10270.58	-1261.65	218.05	1266.92	0.00	
11000.00	90.59	180.00		-1361.64	218.05	1366.88	0.00	
11100.00	90.59	180.00	10268.53	-1461.63	218.05	1466.84	0.00	
11200.00	90.59	180.00	10267.50	-1561.63	218.05	1566.80	0.00	
11300.00	90.59	180.00	10266.48	-1661.62	218.05	1666.76	0.00	
11400.00	90.59	180.00	10265.45	-1761.62	218.05	1766.72	0.00	
11500.00	90.59	180.00	10264.43	-1861.61	218.05	1866.68	0.00	
11600.00	90.59	180.00	10264.43			1966.64	0.00	
				-1961.61	218.05			
11700.00	90.59	180.00	10262.37	-2061.60	218.05	2066.60	0.00	
11800.00	90.59	180.00	10261.35	-2161.60	218.05	2166.56	0.00	
11900.00	90.59	180.00		-2261.59	218.05	2266.52	0.00	
12000.00	90.59	180.00	10259.30	-2361.59	218.05	2366.48	0.00	
12100.00	90.59	180.00	10258.27		218.05	2466.44	0.00	
12200.00	90.59	180.00	10257.25	-2561.58	218.05	2566.40	0.00	
12300.00	90.59	180.00	10256.22		218.05	2666.36	0.00	
12400.00	90.59	180.00	10255.19	-2761.57	218.05	2766.32	0.00	



Well: FULLY LOADED 12-13 FED COM 331H

County: Eddy
Wellbore: Permit Plan
Design: Permit Plan #1

Geodetic System: US State Plane 1983

Datum: North American Datum 1927

Ellipsoid: Clarke 1866 Zone: 3001 - NM East (NAD83)

(ft) (°) (°) (ft) (ft) (ft) (ft) (ft) (7/100ft) 12500.00 90.59 180.00 10254.17 -2861.56 218.05 2866.29 0.00 12600.00 90.59 180.00 10253.14 -2961.56 218.06 2966.25 0.00 12700.00 90.59 180.00 10252.12 -3061.55 218.06 3066.21 0.00	MD	INC	AZI	TVD	NS	EW	VS	DLS	Comment
	(ft)	(°)	(°)	(ft)	(ft)	(ft)	(ft)	(°/100ft)	Comment
12000.00 90.59 180.00 1025212 2061.55 218.06 3066.21 0.00	12500.00	90.59	180.00	10254.17	-2861.56	218.05	2866.29	0.00	
12800.00 90.59 180.00 10251.09 3161.55 218.06 3166.17 0.00	12600.00	90.59	180.00	10253.14	-2961.56	218.06	2966.25	0.00	
12800.00 90.59 180.00 10251.09 3161.55 218.06 3166.17 0.00	12700.00	90.59	180.00	10252.12	-3061.55	218.06	3066.21	0.00	
12900.00 90.59 180.00 1024094 3361.54 218.06 3266.15 0.00	12800.00	90.59							
1300.00 90.59 180.00 10249.01 3461.53 218.06 3466.05 0.00	12900.00	90.59	180.00	10250.06			3266.13		
13100.00 90.59 180.00 10248.01 -3461.53 218.06 3466.05 0.00									
3300.00 90.59 180.00 10246.96 -3661.52 218.06 3666.01 0.00 3300.00 90.59 180.00 10244.93 -3761.51 218.06 3765.93 0.00 3500.00 90.59 180.00 10244.93 -3761.51 218.06 3765.93 0.00 3500.00 90.59 180.00 10242.81 3961.50 218.06 3865.89 0.00 3700.00 90.59 180.00 10242.88 3961.50 218.06 3865.89 0.00 3700.00 90.59 180.00 10242.88 3961.50 218.06 4065.81 0.00 3700.00 90.59 180.00 10238.81 -4261.49 218.06 4065.81 0.00 3800.00 90.59 180.00 10239.81 -4261.49 218.06 4265.73 0.00 4000.00 90.59 180.00 10239.81 -4261.49 218.06 4265.73 0.00 4000.00 90.59 180.00 10238.81 -4361.49 218.06 4265.69 0.00 4100.00 90.59 180.00 10236.73 -4661.47 218.06 4265.57 0.00 4200.00 90.59 180.00 10236.73 -4661.47 218.06 4265.57 0.00 4400.00 90.59 180.00 102336.5 4861.46 218.06 4265.57 0.00 4400.00 90.59 180.00 102336.5 4861.46 218.06 4265.50 0.00 4400.00 90.59 180.00 102336.5 4861.46 218.06 4265.50 0.00 4400.00 90.59 180.00 10232.62 -4361.45 218.06 4265.50 0.00 4400.00 90.59 180.00 10232.62 -4361.45 218.06 4265.50 0.00 4500.00 90.59 180.00 10232.62 -4361.45 218.06 4265.50 0.00 4500.00 90.59 180.00 10232.62 -4361.45 218.06 4265.50 0.00 4600.00 90.59 180.00 10232.62 -4361.45 218.06 5065.42 0.00 4700.00 90.59 180.00 10232.62 -4361.45 218.06 5265.34 0.00 4700.00 90.59 180.00 10223.50 -5461.42 218.06 5265.34 0.00 5200.00 90.59 180.00 102225.5 -5561.42 218.06 5265.30 0.00 5200.00 90.59 180.00 102225.7 -5461.42 218.06 5265.30 0.00 5200.00 90.59 180.00 102224.4 -5661.41 218.06 5265.30 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5265.30 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5265.30 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5265.30 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5265.40 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5266.30 0.00 5200.00 90.59 180.00 10224.4 -5661.41 218.06 5266.30 0.00 5200.00 90.59 180.00 10244.2 -5661.41 218.06 5266.40 0.00 5200.00 90.59 180.00 10244.2 -5661.31 218.06 6664.79 0.00 5200.00 90.59 180.00 10241.6 -6661.37 218.06 66									
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13400.00 90.59 180.00 10244.91 -3861.51 218.06 3765.93 0.00									
18500.00 90.59 180.00 10242.91 -3861.51 218.06 3656.85 0.00									
13600.00 90.59 180.00 10242.88 -3961.50 218.06 3965.85 0.00									
13700.00 90.59 180.00 102241.86 -4061.50 218.06 4065.81 0.00									
1800.00 90.59 180.00 102240.83 -4151.49 218.06 4165.77 0.00 0									
13900.00 90.59 180.00 1023818 -4261.49 218.06 4265.73 0.00									
H300.00 90.59 180.00 10235.70 -4661.47 218.06 4665.57 0.00 14400.00 90.59 180.00 10234.68 -4761.46 218.06 4765.54 0.00 14500.00 90.59 180.00 10232.62 -4961.45 218.06 4965.46 0.00 14700.00 90.59 180.00 10231.60 -5061.45 218.06 5065.42 0.00 14800.00 90.59 180.00 10235.55 -5261.44 218.06 5065.38 0.00 14800.00 90.59 180.00 10228.52 -5361.43 218.06 5365.30 0.00 14800.00 90.59 180.00 10228.52 -5361.43 218.06 5365.30 0.00 15000.00 90.59 180.00 102225.50 -5461.42 218.06 5365.30 0.00 15000.00 90.59 180.00 102225.50 -5461.42 218.06 5365.30 0.00 15000.00 90.59 180.00 102225.44 -5661.41 218.06 5665.18 0.00 15000.00 90.59 180.00 102224.42 -5761.41 218.06 5665.18 0.00 15500.00 90.59 180.00 102224.42 -5761.41 218.06 5665.18 0.00 15500.00 90.59 180.00 102223.39 -5861.40 218.06 5865.10 0.00 15500.00 90.59 180.00 102223.34 -6061.39 218.06 6065.02 0.00 15500.00 90.59 180.00 102223.34 -6061.39 218.06 6065.02 0.00 15500.00 90.59 180.00 10221.34 -6061.39 218.06 6065.02 0.00 15500.00 90.59 180.00 102123.44 -6061.39 218.06 6065.02 0.00 15500.00 90.59 180.00 10217.24 -6461.37 218.06 6664.98 0.00 16000.00 90.59 180.00 10217.24 -6461.37 218.06 6664.99 0.00 16000.00 90.59 180.00 10211.08 -6661.36 218.07 6664.71 0.00 16000.00 90.59 180.00 10211.08 -6661.36 218.07 6664.71 0.00 16000.00 90.59 180.00 10211.08 -6661.36 218.07 6664.71 0.00 16000.00 90.59 180.00 10211.08 -6661.36 218.07 6664.71 0.00 16000.00 90.59 180.00 10210.66 -7161.34 218.07 7664.55 0.00 16000.00 90.59 180.00 10210.66 -7161.34 218.07 7664.55 0.00 16000.00 90.59 180.00 10200.95 -7561.31 218.07 7664.35 0.00 17000.00									
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1470.00 90.59 180.00 10231.60 -5061.45 218.06 5065.42 0.00 14800.00 90.59 180.00 10229.55 -5261.44 218.06 5165.38 0.00 14900.00 90.59 180.00 10229.55 -5261.44 218.06 5365.30 0.00 15100.00 90.59 180.00 10226.52 -5361.43 218.06 5365.30 0.00 15100.00 90.59 180.00 10226.75 -5561.42 218.06 5365.20 0.00 15200.00 90.59 180.00 10226.47 -5661.42 218.06 5365.22 0.00 15300.00 90.59 180.00 10225.44 -5661.41 218.06 5665.18 0.00 15400.00 90.59 180.00 10223.39 -5861.40 218.06 5365.10 0.00 15500.00 90.59 180.00 10223.39 -5861.40 218.06 5365.10 0.00 15700.00 90.59 180.00 10223.34 -6061.39 218.06 6065.02 0.00 15700.00 90.59 180.00 10221.34 -6061.39 218.06 6065.02 0.00 15800.00 90.59 180.00 10221.34 -6061.39 218.06 6364.94 0.00 15900.00 90.59 180.00 10218.26 -6361.38 218.06 6364.94 0.00 16000.00 90.59 180.00 10218.26 -6361.38 218.06 6364.94 0.00 16100.00 90.59 180.00 10218.26 -6361.37 218.06 6364.90 0.00 16200.00 90.59 180.00 10215.18 -6661.36 218.06 6364.79 0.00 16300.00 90.59 180.00 10215.13 -6661.35 218.06 6364.79 0.00 16300.00 90.59 180.00 10211.13 -6861.35 218.07 6364.71 0.00 16300.00 90.59 180.00 10211.13 -6861.35 218.07 6364.71 0.00 16300.00 90.59 180.00 10211.08 -7061.34 218.07 7364.51 0.00 16300.00 90.59 180.00 10210.06 -7161.34 218.07 7364.51 0.00 16300.00 90.59 180.00 10200.93 -7261.33 218.07 7364.51 0.00 16300.00 90.59 180.00 10200.93 -7261.33 218.07 7364.51 0.00 16300.00 90.59 180.00 10200.93 -7261.33 218.07 7364.51 0.00 16300.00 90.59 180.00 10200.93 -7261.33 218.07 7364.51 0.00 16300.00 90.59 180.00 10200.93 -7361.31 218.07 7364.35 0.00 16300.00 90.59									
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(ft)

devon

Well: FULLY LOADED 12-13 FED COM 331H

TVD

(ft)

NS

(ft)

EW

(ft)

County: Eddy Wellbore: Permit Plan Design: Permit Plan #1

AZI

(°)

INC

(°)

MD

(ft)

Geodetic System: US State Plane 1983

Datum: North American Datum 1927

Ellipsoid: Clarke 1866 **Zone:** 3001 - NM East (NAD83)

٧S DLS Comment

(°/100ft)

Devon - General

District

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 Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>

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, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate District Office

☐ AMENDED REPORT

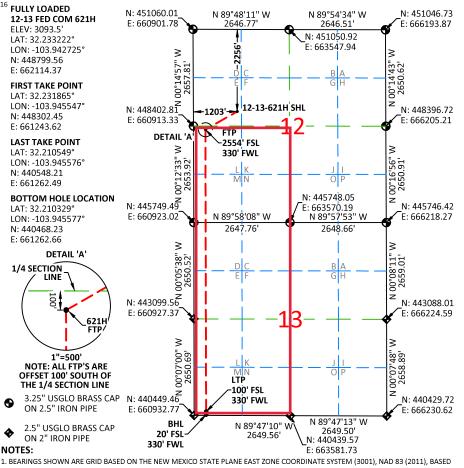
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code		
30 015 47548		98220 PURPLE SAGE; WOLFCAMI		ſP
⁴ Property Code 329733			roperty Name DED 12-13 FED COM	⁶ Well Number 621H
⁷ OGRID No. 6137			perator Name RODUCTION COMPANY, L.P.	⁹ Elevation 3093.5 '

¹⁰Surface Location

UL or lot no. E	Section 12	Township 24-S	Range 29-E	Lot Idn	Feet from the 2256	North/South line NORTH	Feet from the 1203	East/West line WEST	County EDDY
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. M	Section 13	Township 24-S	Range 29-E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 330	East/West line WEST	County EDDY
¹² Dedicated Ac	¹² Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.								
480 INFILL WELL									

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.



BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001), NAD 83 (2011), BASED
FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION:
2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018.

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000221019
3. ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B.

¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature Date

Erin Workman

Erin.workman@dvn.com

E-mail Address

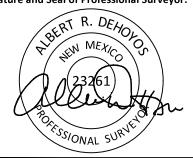
18 SURVEYOR CERTIFICATION

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.

07/23/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehoyos

Drawn by: JEB Checked by: ARD Date: 07/23/2020

	nt LX		As Dri	iled						
API i	#									
	rator Nam /ON ENE		DDUCT	ION (COMPANY,		perty Name: LLY LOADED 1	12-13 FED CC	PM	Well Number 621H
ick	Off Poir	nt (KOP)								
JL	Section 12	Township 24S	Range 29E	Lot	Feet 2258	From N/S NORTH	Feet I 330	From E/W WEST	County EDDY	
atit	ıde	1	<u> </u>	1	Longitude -103.945	1			NAD 83	
	2.23322	40			-103.945	D48			03	
rst	Take Po	oint (FTP)								
JL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County	
	12 ude	24-5	29-E	1	Longitude	SOUTH	330	WEST	NAD NAD	
32	231865°				-103.945	54/°			83	
		int (LTP)			I - .				I.c.	
						1 c N/c				
JL VI	Section 13	Township 24-S	Range 29-E	Lot	Feet 100	From N/S SOUTH	Feet 330	From E/W WEST	County EDDY	
JL VI atit	Section 13	Township 24-S		Lot		SOUTH				
JL VI atit	Section 13 ude	Township 24-S		Lot	100 Longitude	SOUTH			EDDÝ NAD	
JL VI atit	Section 13 ude	Township 24-S		Lot	100 Longitude	SOUTH			EDDÝ NAD	
JL VI atito 32.2	Section 13 ude 210549°	Township 24-S	29-E		100 Longitude -103.9455	SOUTH	330	WEST	EDDÝ NAD	
JL VI atito 32.2	Section 13 ude 210549°	Township 24-S	29-E		100 Longitude	SOUTH	330		EDDÝ NAD	
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State of New Mexico

Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION

1220 South St. Francis Dr.

Santa Fe, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate District Office

☐ AMENDED REPORT

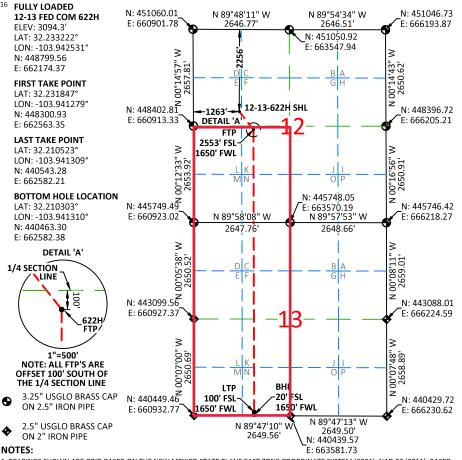
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30 015 47549		² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAN	П Р
⁴ Property Code 329733			roperty Name DED 12-13 FED COM	⁶ Well Number 622H
⁷ OGRID No. 6137			perator Name RODUCTION COMPANY, L.P.	⁹ Elevation 3094.3'

¹⁰Surface Location

ΙŪ	JL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	Е	12	24-S	29-E		2256	NORTH	1263	WEST	EDDY
	¹¹ Bottom Hole Location If Different From Surface									
ĮΓ	JL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	N	13	24-S	29-E		20	SOUTH	1650	WEST	EDDY
1:	¹² Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.									
	480					D	EFINING WE	LL		

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.



1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM (3001). NAD 83 (2011). BASED FROM GPS OBSERVATIONS, OCCUPYING A WHS CONTROL POINT (5/8" REBAR), LOCATED AT NORTH: 457834.965, EAST: 670241.029, ELEVATION: 2306.69, DETERMINED BY AN OPUS SOLUTION ON DECEMBER 3RD, 2018

2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCE IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000221019 3. ELEVATIONS ARE OF NAVD 88 COMPUTED USING GEIOD 12B

¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore_entered by the division.

boknes 08/06/20 Signature

Erin Workman

Printed Name

Erin.workman@dvn.com

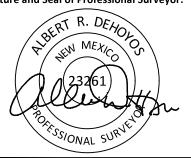
18 SURVEYOR CERTIFICATION

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.

07/23/2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert Dehoyos Checked by: ARD Drawn by: JEB Date: 07/23/2020

DE۱	rator Name /ON ENE		DDUCT	ION (COMPANY, I		operty Name: JLLY LOADED 1	2-13 FED CC	DM	Well Number 622H
	Off Poin	at (KOP)								
JL	Section	Township		Lot	Feet	From N/S		From E/W	County	
atit	12 ude	24S	29E		2208 Longitude	NORT	TH 1650	WEST	EDDY NAD	
	32.23	3353			-103.9	41279			83	
32.	231847°				-103.9412	279° 			83	
UL	Section	Township 24-S		Lot	Feet 100	From N/S		From E/W WEST	County	
JL N _atit	Section 13	Township 24-S	Range 29-E	Lot	Feet 100 Longitude -103.9413	SOUTH		From E/W WEST	County EDDY NAD 83	
UL N Latit 32.	Section 13 ude 210523° is well this well a	Township 24-S ne defining n infill we provide	ng well	for t	Longitude -103.9413 he Horizont	SOUTH	1650	WEST	NAD 83	Horizontal
UL N Latit 32.	Section 13 ude 210523° is well this well a	Township 24-S ne defining n infill we provide	ng well	for t	Longitude -103.9413 he Horizont	SOUTH	1650	WEST	NAD 83	Horizontal

Released to Imaging: 2/23/2022 5:49:48 PM

Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of November 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 24 South, Range 29 East, N.M.P.M SW/4 of Section 12 W/2 of Section 13 Eddy County, New Mexico

Containing **480.00** acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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 Company, L.P., 333 W 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 lands included within the CA area are to be paid into the appropriate Unleased Lands 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 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 November 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.
- 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. <u>Nondiscrimination.</u> 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.

	Devon Energy Production Company, L.P.
	(Operator, Record Title and Working Interest Owner)
	By:
Date	Catherine Lebsack, Vice President

ACKNOWLEDGEMENT

STATE OF	
COUNTY OF) ss.
· •	sident for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behal	1 01 said limited partnership.
(SEAL)	
My Commission Expires	Notary Public

EXHIBIT "A"

Plat of communitized area covering **480.00** acres in SW/4 of Section 12, and W/2 of Section 13, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

Fully Loaded 12-13 Fed Com 331H (API #30-015-47551)

SHL: 2256' FNL & 1233' FWL, Sec 12-24S-29E BHL: 20' FSL & 1430' FWL, Sec 13-24S-29E

Tract 1 160 AC NMNM 105213

Tract 2 320 AC NMNM 88136

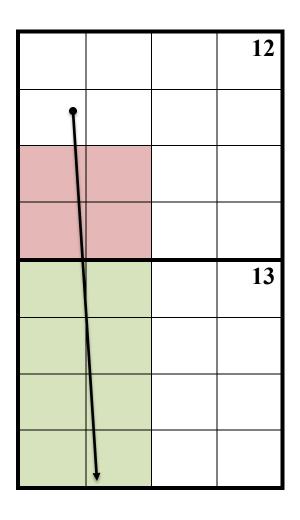


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in SW/4 of Section 12, and W/2 of Section 13, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 105213

Lease Date: September 1, 2000

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Yates Petroleum Corp

Present Lessee: Devon Energy Production Company, L.P. – 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed: <u>Township 24 South, Range 29 East, N.M.P.M.</u>

Section 12: Insofar and only insofar as said lease covers SW/4

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

Tract No. 2

Lease Serial Number: USA NMNM 88136

Lease Date: March 1, 1992

Lease Term: 5 Years

Lessor: United States of America

Original Lessee: Yates Petroleum Corp

Present Lessee: Devon Energy Production Company, L.P. – 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed: Township 24 South, Range 29 East, N.M.P.M.

Section 13: W/2

Number of Acres: 320.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	33.333333%
2	320.00	66.666667%
Total	480.00	100.0000%

	Oxy Y-1 Co. Record Title Owner)		
Date N	By: Iame: Title:		
	T IN A REPRESENTATIVE CAPACITY		
STATE OF	SS		
	before me on,		of
(Seal)	Signature of Not My Commission Expires:	tarial Off	ficer

Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of November 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 24 South, Range 29 East, N.M.P.M SW/4 of Section 12 W/2 of Section 13 Eddy County, New Mexico

Containing **480.00** acres, and this agreement shall include only the <u>Wolfcamp Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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 Company, L.P., 333 W 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 lands included within the CA area are to be paid into the appropriate Unleased Lands 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 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 November 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.
- 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. <u>Nondiscrimination.</u> 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.

Devon Energy Production Company, L.P.

	(Operator, Record Title and Working Interest Owner)
	By:
Date	Catherine Lebsack, Vice President

ACKNOWLEDGEMENT

STATE OF	
COUNTY OF	SS.
This instrument was acknowledged before 20, by Catherine Lebsack, Vice Pres	ore me on this day of ident for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behal	f of said limited partnership.
(SEAL)	
My Commission Expires	Notary Public

EXHIBIT "A"

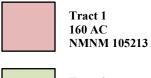
Plat of communitized area covering **480.00** acres in SW/4 of Section 12, and W/2 of Section 13, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

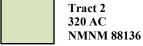
<u>Fully Loaded 12-13 Fed Com 621H</u> (API #30-015-47548)

SHL: 2256' FNL & 1203' FWL, Sec 12-24S-29E BHL: 20' FSL & 540' FWL, Sec 13-24S-29E (DEFINING WELL)

Fully Loaded 12-13 Fed Com 622H (API #30-015-47549)

SHL: 2256' FNL & 1263' FWL, Sec 12-24S-29E BHL: 20' FSL & 2310' FWL, Sec 13-24S-29E (INFILL WELL)





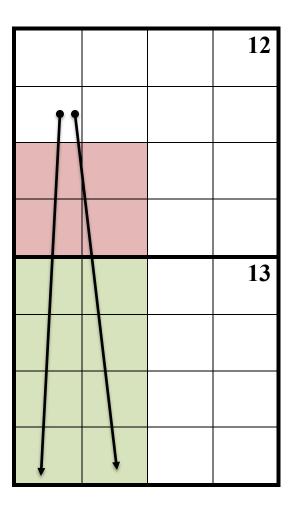


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in SW/4 of Section 12, and W/2 of Section 13, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 105213

Lease Date: September 1, 2000

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Yates Petroleum Corp

Present Lessee: Devon Energy Production Company, L.P. – 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed: <u>Township 24 South, Range 29 East, N.M.P.M.</u>

Section 12: Insofar and only insofar as said lease covers SW/4

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

Tract No. 2

Lease Serial Number: USA NMNM 88136

Lease Date: March 1, 1992

Lease Term: 5 Years

Lessor: United States of America

Original Lessee: Yates Petroleum Corp

Present Lessee: Devon Energy Production Company, L.P. – 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed: Township 24 South, Range 29 East, N.M.P.M.

Section 13: W/2

Number of Acres: 320.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	33.333333%
_ 2	320.00	66.666667%
Total	480.00	100.0000%

	xy Y-1 Co. Record Title Owner)
Date Na	ame:
A CENIONII EDGMENII	Γ IN A REPRESENTATIVE CAPACITY
STATE OF	SS
	before me on, 2021, by of
(Seal)	Signature of Notarial Officer My Commission Expires:

Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of November 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 24 South, Range 29 East, N.M.P.M Lot 3 (39.72), SE/4 NW/4 and E/2 SW/4 of Section 1 E/2 NW/4 of Section 12 Eddy County, New Mexico

Containing 239.72 acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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 Company, L.P., 333 W 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 lands included within the CA area are to be paid into the appropriate Unleased Lands 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 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 November 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.
- 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. <u>Nondiscrimination.</u> 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.

Devon Energy Production Company, L.P. (Operator, Record Title and Working Interest Owner)

Date

By: Catherine Cebrack
Catherine Lebsack, Vice President N KA

Allar Development, LLC (Operating Rights Owner)

Date

Name:

Title:

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)	
	SS
This instrument was acknowledged John Chiles Graham Alar Development, LLC	before me on March 2, 2021, by as resident of
SHEILA BURT	Suila But Signature of Notarial Officer
Notary ID 1201479-5 My Commission Exp. 05-22-2022	My Commission Expires: 5/22/2028

Echo Production, Inc. (Record Title Owner)

3 3 2001 Date By: Jick Fisher

Title: ______

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF	Je	Kas
	200	·

) SS

COUNTY OF Young

This instrument was acknowledged before me on

hauch 3,

2021, by

The fromutin

love &

Signature of Notarial Officer

(Seal)

MELODEE G. GUERRERO
Notary Public, State of Texas
Expires 03/03/2021
I.D.# 1078586-7

My Commission Expires:

3/3/202

Oxy Y-1 Co. (Record Title Owner)

3/11/2021

: The V. ch

Name: John V. Schneider

Title: Attorney in Fect

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF EXACT	SS
COUNTY OF HAYYO)	55
This instrument was acknowledged Toke V. Ochreider OXY Y-1 Company, a New	, as Attorney-In-Fact of
	Signature of Notarial Officer
(Seal) DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2022	My Commission Expires:

EXHIBIT "A"

Plat of communitized area covering 239.72 acres in Lot 3, SE/4 NW/4, and E/2 SW/4 of Section 1, and E/2 NW/4 of Section 12, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

Fully Loaded 12-1 Fed Com 332H (API #30-015-47573)

SHL: 1656' FNL & 1243' FWL, Sec 12-24S-29E BHL: 20' FNL & 1650' FWL, Sec 1-24S-29E

Tract 1 159.72 AC NMNM 102912



Tract 2 80 AC NMNM 105213

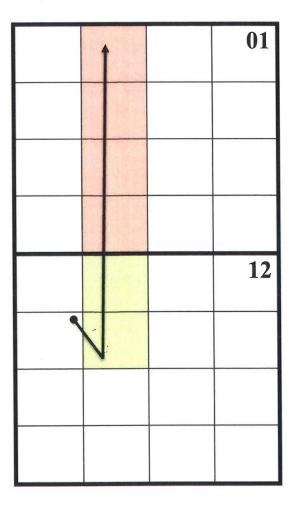


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in Lot 3, SE/4 NW/4, and E/2 SW/4 of Section 1, and E/2 NW/4 of Section 12, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

USA NMNM 102912

Lease Date:

June 1, 1999

Lease Term:

10 Years

Lessor:

United States of America

Original Lessee:

Echo Production, Inc.

Present Lessee:

Echo Production, Inc.

Description of Land Committed:

Township 24 South, Range 29 East, N.M.P.M.

Section 1: Insofar and only insofar as said lease covers Lot 3,

SE/4 NW/4, and E/2 SW/4

Number of Acres:

159.72 acres

Name and Percent of WI Owners:

Devon Energy Production Company, LP - 80.00%

Allar Development, LLC – 20.00%

Name of ORRI Owners:

John Kyle Thoma, Trustee of the Cornerstone Family Trust

CrownRock Minerals, LP Allar Development, LLC

Highland (Texas) Energy Company

Nextegg Energy Corporation

Strategic Energy Income Fund IV, LP

Tract No. 2

Lease Serial Number:

USA NMNM 105213

Lease Date:

September 1, 2000

Lease Term:

10 Years

Lessor:

United States of America

Original Lessee:

Yates Petroleum Corp

Present Lessee:

Devon Energy Production Company, L.P. - 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed:

Township 24 South, Range 29 East, N.M.P.M.

Section 12: Insofar and only insofar as said lease covers E/2

NW/4

Number of Acres:

80.00 acres

Name and Percent of WI Owners:

Devon Energy Production Company, LP - 100.00%

Name of ORRI Owners:

None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	159.72	66.627732%
2	80.00	33.372268%
Total	239.72	100.0000%

Federal Communitization Agreement

Contract	No.		

THIS AGREEMENT entered into as of the 1st day of November 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 24 South, Range 29 East, N.M.P.M
Lot 3 (39.72), 4 (39.61), S/2 NW/4 and SW/4 of Section 1
NW/4 of Section 12
Eddy County, New Mexico

Containing 479.33 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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 Company, L.P., 333 W 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 lands included within the CA area are to be paid into the appropriate Unleased Lands 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 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 November 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.
- 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.

Devon Energy Production Company, L.P.

(Operator, Record Title and Working Interest Owner)

Allar Development, LLC (Operating Rights Owner)

7/2/21

Bv:

Name:

JOHN CHILES GRAHAM

Title:

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF CXAS)	
) SS	
COUNTY OF Young)	
	100	
This instrument was acknowledged	d before on March 2, 2021,	by
John Chiles Graham	, as tresident	of
allar Development,	LLC	•
	8 10 0	
	() har () But	

SHEILA BURT
Notary Public, State of Texas
Notary ID 1201479-5
My Commission Exp. 05-22-2022

Signature of Notarial Officer

My Commission Expires: 5/22/2028

Echo Production, Inc. (Record Title Owner)

3 3 202 Date

By: Tick Fisher

Title: (100

ACKNOWLEDGE	MENT IN A REPRESENTATIVE CAPACITY
STATE OF Juan)
COUNTY OF boung) SS)
This instrument was acknowled	dged before me on $\frac{1}{1}$ $\frac{3}{1}$, 2021, by
Jill Fisher	as coo of
& ho	Production onc.
No.	- Muloku A. Brenera
	Signature of Notarial Officer
(Seal)	My Commission Expires: 3/3/2021
MELODEE G. GUERRERO Notary Public, State of Texas	

I.D.# 1078586-7

Oxy Y-1 Co. (Record Title Owner)

 $\frac{3/11/2021}{\text{Date}}$

sy: Children Vi Ch

Name: John V, Schneider

My Commission Expires: (20)

itle: Attorney-in-Fa

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF LEXAS)

COUNTY OF LATY (COUNTY OF LA

This instrument was acknowledged before me on March 1, 2021, by

The Victorial of the March 1, 2021, by

OXX V-1 Coupage as Allow March 10, 2021, by

Signature of Notarial Officer

(Seal)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2022
Notary ID 128179978

EXHIBIT "A"

Plat of communitized area covering 479.33 acres in Lot 3 & 4, S/2 NW/4, and SW/4 of Section 1, and NW/4 of Section 12, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

Fully Loaded 12-1 Fed Com 621H (API #30-015-47577)

SHL: 1656' FNL & 1183' FWL, Sec 12-24S-29E BHL: 20' FNL & 540' FWL, Sec 1-24S-29E

Fully Loaded 12-1 Fed Com 622H

(API 30-015-47578)

SHL: 1656' FNL & 1273' FWL, Sec 12-24S-29E BHL: 20' FNL & 2310' FWL, Sec 1-24S-29E



Tract 1 319.33 AC NMNM 102912



Tract 2 160 AC NMNM 105213

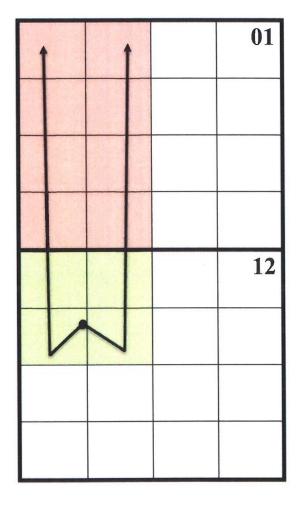


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in Lot 3 & 4, S/2 NW/4, and SW/4 of Section 1, and NW/4 of Section 12, Township 24 South, Range 29 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

USA NMNM 102912

Lease Date:

June 1, 1999

Lease Term:

10 Years

Lessor:

United States of America

Original Lessee:

Echo Production, Inc.

Present Lessee:

Echo Production, Inc.

Description of Land Committed:

Township 24 South, Range 29 East, N.M.P.M.

Section 1: Insofar and only insofar as said lease covers Lot 3

and 4, S/2 NW/4, and SW/4

Number of Acres:

319.33 acres

Name and Percent of WI Owners:

Devon Energy Production Company, LP – 80.00%

Allar Development, LLC - 20.00%

Name of ORRI Owners:

John Kyle Thoma, Trustee of the Cornerstone Family Trust

CrownRock Minerals, LP Allar Development, LLC

Highland (Texas) Energy Company

Nextegg Energy Corporation

Strategic Energy Income Fund IV, LP

Tract No. 2

Lease Serial Number:

USA NMNM 105213

Lease Date:

September 1, 2000

Lease Term:

10 Years

Lessor:

United States of America

Original Lessee:

Yates Petroleum Corp

Present Lessee:

Devon Energy Production Company, L.P. - 68.00%

Oxy Y-1 Co - 32.00%

Description of Land Committed:

Township 24 South, Range 29 East, N.M.P.M.

Section 12: Insofar and only insofar as said lease covers NW/4

Number of Acres:

160.00 acres

Name and Percent of WI Owners:

Devon Energy Production Company, LP - 100.00%

Name of ORRI Owners:

None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	319.33	66.620074%
2	160.00	33.379926%
Total	479.33	100.0000%

From: Engineer, OCD, EMNRD

To: <u>Harms, Jenny</u>

Cc: McClure, Dean, EMNRD; Hawkins, James , EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover, James; Paradis,

Kyle O; Walls, Christopher

Subject: Approved Administrative Order PLC-779

Date: Wednesday, February 23, 2022 5:07:18 PM

Attachments: PLC779 Order.pdf

NMOCD has issued Administrative Order PLC-779 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-47578	Fully Loaded 12 1 Federal Com	W/2	1-24S-29E	98220
30-015-4/5/8	#622H	NW/4	12-24S-29E	98220
30-015-47576	Fully Loaded 12 1 Federal Com	E/2 W/2	1-24S-29E	96473
30-013-47370	#332Н	E/2 NW/4	12-24S-29E	90473
30-015-47577	Fully Loaded 12 1 Federal Com	W/2	1-24S-29E	98220
30-015-4/5//	#621H	NW/4	12-24S-29E	96220
30-015-47549	Fully Loaded 12 13 Federal Com	SW/4	12-24S-29E	00220
30-015-4/549	#622H	W/2	13-24S-29E	98220
30-015-47551	Fully Loaded 12 13 Federal Com	W/2 SW/4	12-24S-29E	96473
30-015-4/551	#331H	W/2 W/2	13-24S-29E	90473
30-015-47548	Fully Loaded 12 13 Federal Com	SW/4	12-24S-29E	98220
30-015-4/548	#621H	W/2	13-24S-29E	

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. If you have any questions regarding this matter, please contact me.

Dean McClure

Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211 From: <u>Harms, Jenny</u>

To: McClure, Dean, EMNRD

Subject: RE: [EXTERNAL] surface commingling application PLC-779

Date: Tuesday, February 8, 2022 9:02:44 AM

Attachments: Print Report.pdf

Good morning Dean,

Please see the attached BLM approval for Fully Loaded 12 Central Tank Battery 2 commingling/OLM.

Thank you,

Jenny Harms

Regulatory Compliance Professional Work Phone: (405)552-6560 Jennifer.harms@dvn.com Devon Energy Center-Tower 333 West Sheridan Avenue Oklahoma City OK 73102-5015

From: McClure, Dean, EMNRD < Dean. McClure@state.nm.us>

Sent: Monday, February 7, 2022 6:22 PM **To:** Harms, Jenny < Jenny. Harms@dvn.com>

Subject: [EXTERNAL] surface commingling application PLC-779

Ms. Harms,

I am reviewing surface commingling application PLC-779 which involves the commingling project that includes the Fully Loaded 12 Central Tank Battery 2 and is operated by Devon Energy Production Company, LP (6137).

Please confirm that the BLM was notified of this application.

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

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

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

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

ORDER NO. PLC-779

ORDER

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

FINDINGS OF FACT

- 1. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. 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.
- 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 of 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 certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
- 8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
- 9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying

Order No. PLC-779 Page 1 of 4

the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

CONCLUSIONS OF LAW

- 10. 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, 19.15.12. NMAC, and 19.15.23. NMAC.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
- 12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
- 13. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
- 14. 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) NMAC and 19.15.12.10.C.(4)(h) NMAC.
- 15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

- 1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.
 - Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
 - Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.
 - Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described 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.

Order No. PLC-779 Page 2 of 4

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.

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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new

Order No. PLC-779 Page 3 of 4

surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
- 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. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DATE: 2/23/2022

ADRIENNE SANDOVAL

Order No. PLC-779

DIRECTOR

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-779

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Fully Loaded 12 Central Tank Battery 2

Central Tank Battery Location: Unit F, Section 12, Township 24 South, Range 29 East Gas Title Transfer Meter Location: Unit F, Section 12, Township 24 South, Range 29 East

Pools

Pool Name Pool Code
PIERCE CROSSING; BONE SPRING, EAST
PURPLE SAGE; WOLFCAMP (GAS) 98220

W/2

13-24S-29E

Leases as defined in 19.15.12.7(C) NMAC

	Lease	UL or Q/Q	S-T-R
	NMNM 102912	W/2	1-24S-29E
	NMNM 105213	W/2	12-24S-29E
	NMNM 088136	W/2	13-24S-29E

	Wells			
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47578	Fully Loaded 12 1 Federal Com #622H	W/2	1-24S-29E	98220
30-013-47376	runy Loaded 12 1 Federal Com #02211	NW/4	12-24S-29E	70220
30-015-47576	Fully I goded 12 1 Federal Com #332H	E/2 W/2	1-24S-29E	96473
30-013-47370	60-015-47576 Fully Loaded 12 1 Federal Com #332H	E/2 NW/4	12-24S-29E	70473
30-015-47577	Fully Loaded 12 1 Federal Com #621H	W/2	1-24S-29E	98220
30-013-47377	runy Loaded 12 1 Federal Com #02111	NW/4	12-24S-29E	70220
30-015-47549	Fully Loaded 12 13 Federal Com #622H	SW/4	12-24S-29E	98220
30-013-47347	Tully Loaded 12 13 Federal Colli #02211	W/2	13-24S-29E	70220
30-015-47551	Fully Loaded 12 13 Federal Com #331H	W/2 SW/4	12-24S-29E	96473
30-013-47331	1013-47551 Fully Loaded 12 15 Federal Coll #551ff	W/2 W/2	13-24S-29E	90473
30-015-47548	Fully Loaded 12 13 Federal Com #621H	SW/4	12-24S-29E	98220
30-013-4/340	runy Loaded 12 13 Federal Com #021ff	W/2	12 24C 20E	70440

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-779

Operator: Devon Energy Production Company, LP (6137)

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Welferm NMNM 142416	W/2	1-24S-29E	470.22	
CA Wolfcamp NMNM 143416	NW/4	12-24S-29E	479.33	A
CA Dono Spring NMNM 142415	E/2 W/2	1-24S-29E	239.72	В
CA Bone Spring NMNM 143415	E/2 NW/4	12-24S-29E	239.72	
CA Walfaaran NMNM 142410	SW/4	12-24S-29E	400	C
CA Wolfcamp NMNM 143418	W/2	13-24S-29E	480	C
CA David Carla ANADIM 142417	SW/4	12-24S-29E	400	D
CA Bone Spring NMNM 143417	W/2	13-24S-29E	480	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 102912	W/2	1-24S-29E	319.33	A
NMNM 105213	NW/4	12-24S-29E	160	A
NMNM 102912	E/2 W/2	1-24S-29E	159.72	В
NMNM 105213	E/2 NW/4	12-24S-29E	80	В
NMNM 105213	SW/4	12-24S-29E	160	C
NMNM 088136	W/2	13-24S-29E	320	C
NMNM 105213	SW/4	12-24S-29E	160	D
NMNM 088136	W/2	13-24S-29E	320	D

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

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 34723

CONDITIONS

Operator:	OGRID:
DEVON ENERGY PRODUCTION COMPANY, LP	6137
333 West Sheridan Ave.	Action Number:
Oklahoma City, OK 73102	34723
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	2/23/2022