



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

September 29, 2021

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Interest Owners

Re: Central Tank Battery  
RIGHT MEOW 31 CTB 7  
Sec., T, R: S/2, NW/4, NE/4 of S31, T23S, R32E  
Lease: NMNM018848, NMNM077064, NMNM068084,  
NMNM139371, NMNM139371, NMNM066924, NMNM086927  
Pool: [98248] WC-025 G-08 S243217P; UPR WOLFCAMP  
[53805] SAND DUNES; BONE SPRING, SOUTH  
County: Lea Co., New Mexico

To whom it may concern:

This is to advise you that Devon Energy Production Company, L.P., 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
RIGHT MEOW 31-7 FED COM 717H	30-025-48492
RIGHT MEOW 31-7 FED COM 627H	30-025-48491
RIGHT MEOW 31-6 FED COM 716H	30-025-48460
RIGHT MEOW 31-6 FED COM 626H	30-025-48459
MAGIC CAT 30 FED COM 212H	30-025-47687
MAGIC CAT 30 FED COM 211H	30-025-47689

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.

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

Please contact the undersigned at (405) 552-6560 should you have any questions or need anything further.

Sincerely,

*Jenny Harms*

Regulatory Compliance Professional

Work Phone: (405)552-6560

[Jennifer.harms@dvn.com](mailto:Jennifer.harms@dvn.com)

Devon Energy Center-Tower

333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
-----------	-----------	-------	---------

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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

**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., LP **OGRID Number:** 6137  
**Well Name:** See attachments for multiple wells and APIs **API:** \_\_\_\_\_  
**Pool:** [98248] WC-025 G-08 S243217P; UPR WOLFCAMP **Pool Code** 98248 & 53805  
[53805] SAND DUNES; BONE SPRING, SOUTH

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

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

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

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application  
 Content  
 Complete

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

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

\_\_\_\_\_  
 Jenny Harms

Print or Type  
 Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 e-mail Address

District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
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 NAME: Devon Energy Production Co., L.P.  
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: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ 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					

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.  
(4) Measurement type: ☒ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Pool Name and Code.  
(2) Is all production from same source of supply? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☐ Metering ☐ Other (Specify)

**(C) POOL and LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**  
Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☒ No  
(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**  
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Jenny Harms TITLE: Regulatory Professional DATE: 9-29-2021

TYPE OR PRINT NAME: Jenny Harms TELEPHONE NO.: 405-552-6560

E-MAIL ADDRESS: Jenny.harms@dmr.com



**(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 RIGHT MEOW 31 CTB 7**

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

Well Name	API	LOCATION	FORMATION	LEASES		
RIGHT MEOW 31-7 FED COM 717H	30-025- 48492	B-31-23S-32E 200 FNL 1515 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%
RIGHT MEOW 31-7 FED COM 627H	30-025- 48491	B-31-23S-32E 200 FNL 1455 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%
RIGHT MEOW 31-6 FED COM 716H	30-025- 48460	A-31-23S-32E 350 FNL 1155 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP	NMNM018848- 12.5%	NMNM139371- 12.5%	NMNM077064- 12.5%
RIGHT MEOW 31-6 FED COM 626H	30-025- 48459	A-31-23S-32E 350 FNL 1095 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP	NMNM018848- 12.5%	NMNM139371- 12.5%	NMNM077064- 12.5%
MAGIC CAT 30 FED COM 212H	30-025- 47687	P-30-23S-32E 300 FSL 1222 FEL	[53805] SAND DUNES; BONE SPRING, SOUTH	NMNM066924- 12.5%	NMNM086927- 12.5%	
MAGIC CAT 30 FED COM 211H	30-025- 47689	P-30-23S-32E 300 FSL 1288 FEL	[53805] SAND DUNES; BONE SPRING, SOUTH	NMNM066924- 12.5%	NMNM086927- 12.5%	

**CA:**

- RIGHT MEOW 31-7 FED COM 717H & RIGHT MEOW 31-7 FED COM 627H will share one 400.08 ac Comm Agreement.
- RIGHT MEOW 31-6 FED COM 716H & RIGHT MEOW 31-6 FED COM 626H will share one 320.11 ac Comm Agreement.
- MAGIC CAT 30 FED COM 212H will have its own 160 ac Comm Agreement.
- MAGIC CAT 30 FED COM 211H will have its own 160 ac Comm Agreement.

**Oil & Gas metering:**

The Right Meow 31 CTB 7 central tank battery is in the S/2, NW/4, NE/4 of S31, T23S, R32E in Lea County, NM.

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 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 an individual orifice meter to each wellhead.

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
RIGHT MEOW 31-6 FED COM 626H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-6 FED COM 716H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-7 FED COM 627H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-7 FED COM 717H	DVN / *	DVN / *	DVN / *
MAGIC CAT 30 FED COM 211H	DVN / *	DVN / *	DVN / *
MAGIC CAT 30 FED COM 212H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Gas FMP #2	DCP / *		
Gas FMP #3	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

**Process and Flow Descriptions:**

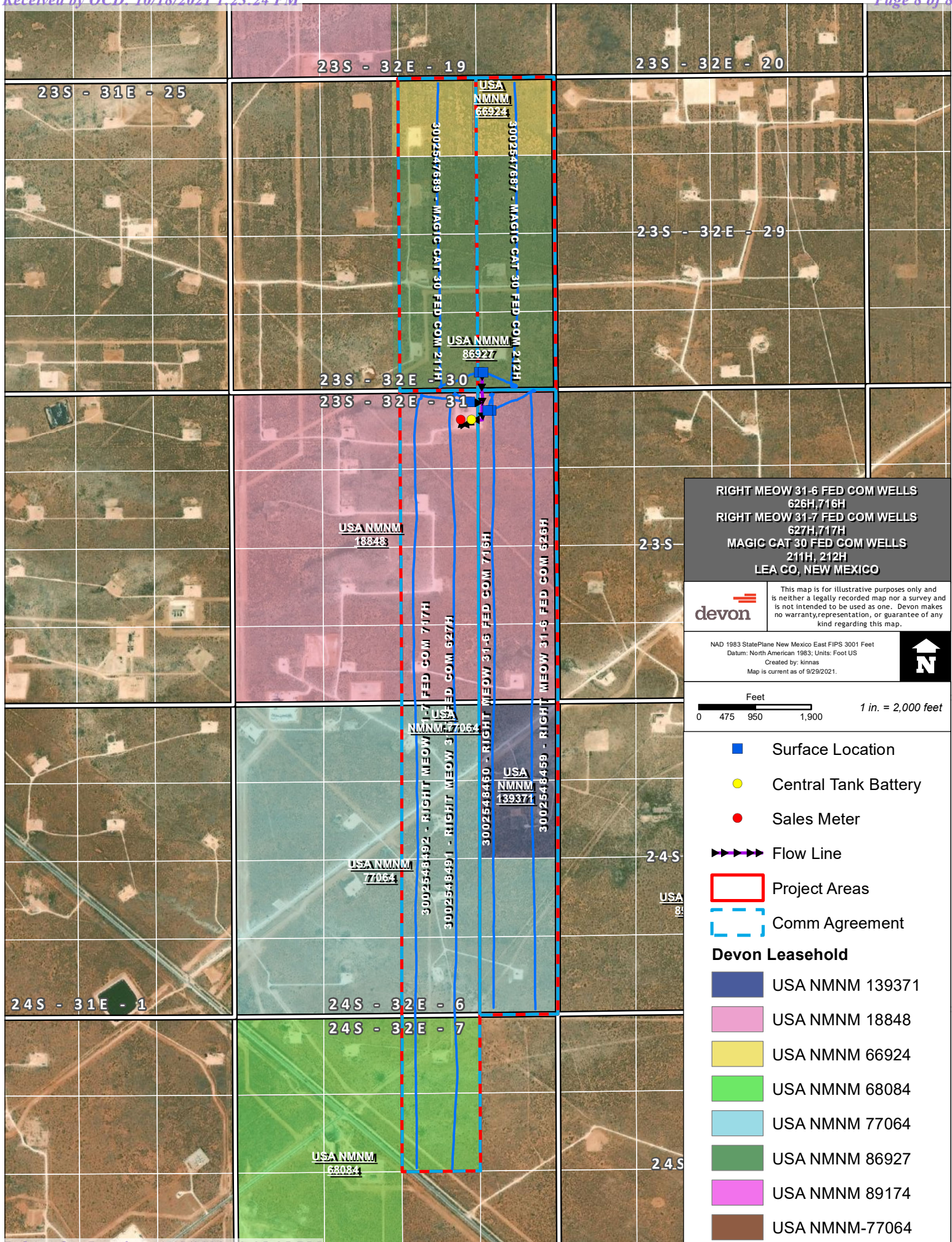
The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

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

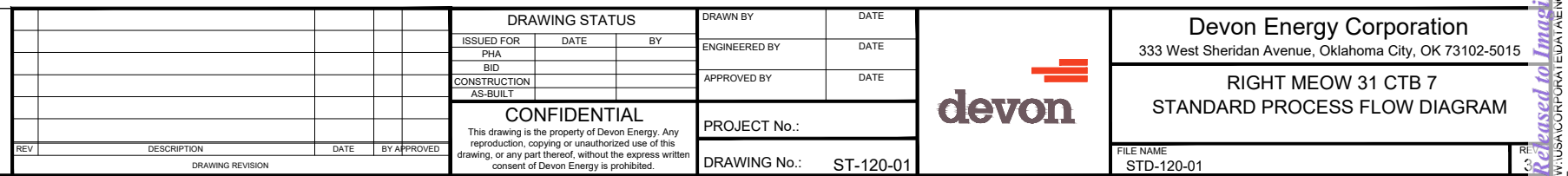
Devon Energy Production Company, LP understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail (see attached). NMOC 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)









Page 10 of 84  
Received by OGD: 10/18/2021 1:23:24 PM  
Released to Imaging: 4/15/2022 12:25:25 PM

H

G

F

E

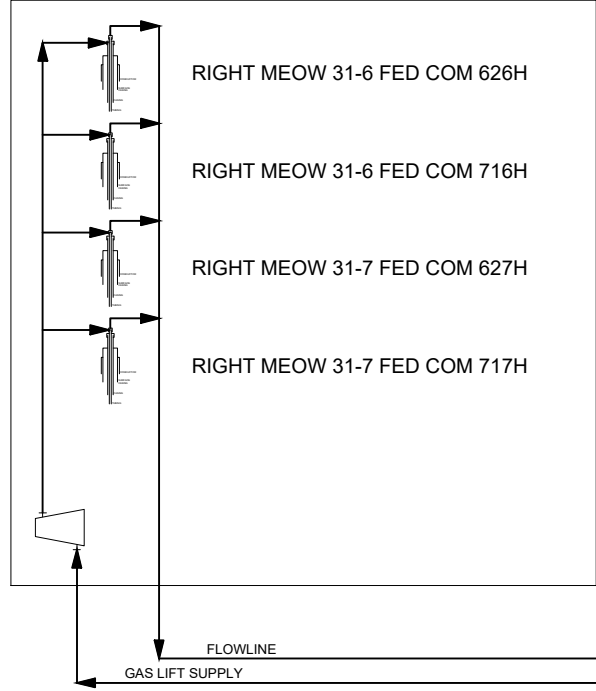
D

C

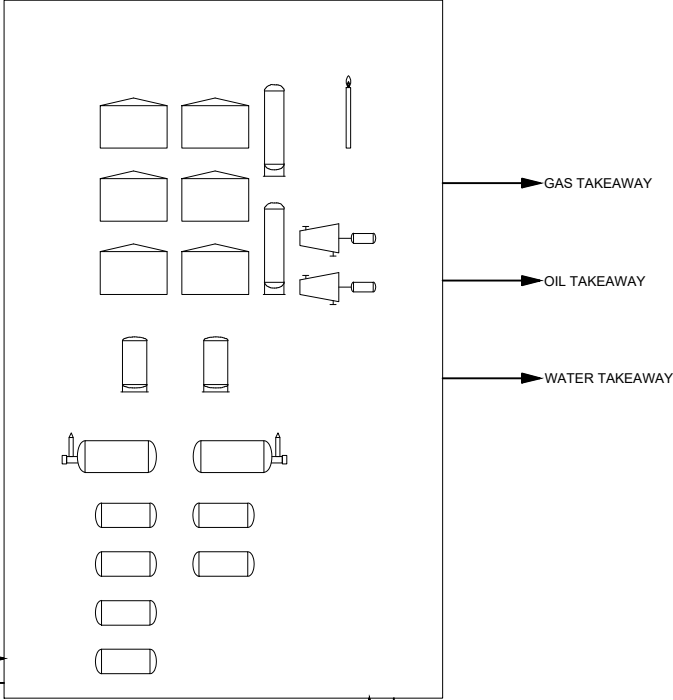
B

A

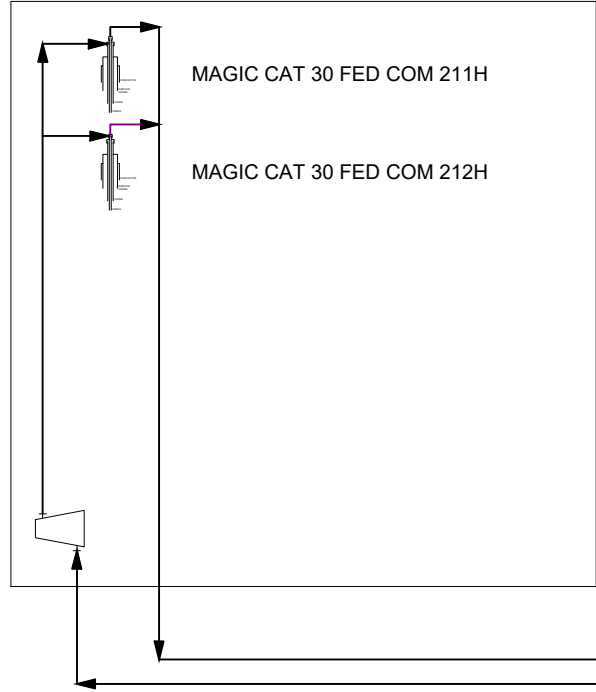
RIGHT MEOW 31 WELL PAD 7



RIGHT MEOW 31 CTB 7



MAGIC CAT 30 WELL PAD 2



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

REV	DESCRIPTION	DATE	BY	APPROVED
DRAWING REVISION				

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		
CONFIDENTIAL		
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.		

DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	#####
DRAWING No.:	ST-120-02



Devon Energy Corporation	
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
RIGHT MEOW 31 CTB 7	
STANDARD PROCESS MAP	
FILE NAME	STD-120-02

## Economic Justification Report

### RIGHT MEOW 31 CTB 7

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
RIGHT MEOW 31-7 FED COM 717H	Sweet	Please reference commingle proposal for leases						2952	47	8156	1401
RIGHT MEOW 31-7 FED COM 627H	Sweet							3144	47	8544	1401
RIGHT MEOW 31-6 FED COM 716H	Sweet							3096	47	8808	1401
RIGHT MEOW 31-6 FED COM 626H	Sweet							3216	47	8586	1401
MAGIC CAT 30 FED COM 212H	Sweet							577	40	1014	1401
MAGIC CAT 30 FED COM 211H	Sweet							941	40	1363	1401
*Production from off-set wells											

Signed: Jenny Harms

Date: 9/29/2021

Printed Name: Jenny Harms

Title: Regulatory Compliance Specialist

## Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
13926.0	45.0	36471.0	1425.0

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	Tracking Number	AttentionTo	Organization	Address1	Address2	Address3	City	Region	PostalCode	Country
Delivered	9405509898642773863407	PEGASUS RESOURCES LLC		PO BOX 470698			FORT WORTH	Texas	76147	US
Delivered	9405509898642773863810	JUSTIN T CRUM		PO BOX 3598			ROSWELL	New Mexico	88202	US
Delivered	9405509898642773864862	RICHARDSON MINERAL & ROYALTY LLC		PO BOX 2423			ROSWELL	New Mexico	88202	US
Delivered	9405509898642773865531	TD MINERALS LLC		8111 WESTCHESTER DR STE 900			DALLAS	Texas	75225	US
Delivered	9405509898642779226695	MCMULLEN MINERALS LLC		PO BOX 470857			FORT WORTH	Texas	76147	US
Delivered	9405509898642122001450	PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO		3100 MONTICELLO AVE STE 500			DALLAS	Texas	75205	US
Delivered	9405509898642122002150	ANDRA COCCIMIGLIO		PO BOX 712091			SALT LAKE CITY	Utah	84171-2091	US
Delivered	9405509898642122004680	THE OAKASON JR CO LC BANK OF AMERICA NA AGENT		PO BOX 840738			DALLAS	Texas	75284-0738	US
Delivered	9405509898642773868884	EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST		1000 4TH ST			ROSWELL	New Mexico	88201	US
Delivered	9405509898642773869676	DRAGOON CREEK MINERALS LLC		PO BOX 470857			FORT WORTH	Texas	76147	US
Delivered	9405509898642122005847	ONRR ROYALTY MANAGEMENT PROGRAM		PO BOX 25627			DENVER	Colorado	80225-0627	US
Delivered	9405509898642779227401	JAVELINA PARTNERS		616 TEXAS ST			FT WORTH	Texas	76102-4612	US
Delivered	9405509898642773871013	MORRIS E SCHERTZ		PO BOX 2588			ROSWELL	New Mexico	88202-2588	US
Delivered	9405509898642122006851	JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROMBIE MANAGERS % LANI ABERCROMBIE AGENT		3018 E KSEL DR			SANDY	Utah	84092	US
Delivered	9405509898642122007612	PEGASUS RESOURCES NM LLC		PO BOX 735082			DALLAS	Texas	75373-5082	US
Delivered	9405509898642122009029	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO AGENTS		3100 MONTICELLO AVE STE 500			DALLAS	Texas	75205	US
Delivered	9405509898642773871914	OXY Y-1 CO		PO BOX 841803			DALLAS	Texas	75284-1803	US
Delivered	9405509898642122009906	PEGASUS RESOURCES II LLC		PO BOX 470698			FORT WORTH	Texas	76147	US
Delivered	9405509898642122010674	WILLIAM J TLAPEK		PO BOX 472			ST GENEVIEVE	Missouri	63670	US
Delivered	9405509898642122010858	WING RESOURCES IV LLC		2100 MCKINNEY AVE STE 1540			DALLAS	Texas	75201	US
Delivered	9405509898642122011442	COYOTE OIL & GAS LLC		PO BOX 1708			HOBBS	New Mexico	88241	US



Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RIGHT MEOW 31-	717H	3002548492	NMNM18848	NMNM18848	DEVON
MAGIC CAT 30	211H	3002547689	NMNM86927	NMNM86927	DEVON
RIGHT MEOW 31-	626H	3002548459	NMNM18848	NMNM18848	DEVON
MAGIC CAT 30	212H	3002547687	NMNM86927	NMNM86927	DEVON
RIGHT MEOW 31-	716H	3002548460	NMNM18848	NMNM18848	DEVON
RIGHT MEOW 31-	627H	3002548491	NMNM18848	NMNM18848	DEVON

Notice of Intent

Sundry ID: 2653169

Type of Submission: Notice of Intent

Date Sundry Submitted: 01/19/2022

Date proposed operation will begin: 01/19/2022

Type of Action: Commingling (Surface)

Time Sundry Submitted: 06:19

**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 RIGHT MEOW 31 CTB 7

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

REVISED\_Right\_Meow\_31\_CTB\_7\_Phase\_2\_1\_19\_2022\_20220119061913.pdf

Conditions of Approval

Specialist Review

Surface\_Commingling\_COA\_20220204132945.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: JAN 19, 2022 06:19 AM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Professional

Street Address: 333 West Sheridan Avenue

City: Oklahoma CityState: 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

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: 02/04/2022

Signature: Jonathon Shepard

**From:** [AFMSS](#)  
**To:** [Harms, Jenny](#)  
**Subject:** Well Name: Batch Sundry, Sundry Id: 2636656, Notification of Batch Sundry Received  
**Date:** Wednesday, September 29, 2021 4:56:07 PM

## The Bureau of Land Management

### Notice Of Intent Receipt

- Operator Name: **DEVON ENERGY PRODUCTION COMPANY LP**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2636656**

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 09/29/2021. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

---

This notification is automatically generated. Please do not reply to this message as this account is not monitored.

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  
AS-DRILLED

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47689</b>	<sup>2</sup> Pool Code <b>[53805]</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING, SOUTH</b>
<sup>4</sup> Property Code <b>330230</b>	<sup>5</sup> Property Name <b>MAGIC CAT 30 FED COM</b>	<sup>6</sup> Well Number <b>211H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3609</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>300</b>	<b>SOUTH</b>	<b>1288</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>86</b>	<b>NORTH</b>	<b>1957</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>160</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

	<p><b><sup>17</sup> OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> 9-22-2021 Signature Date</p> <p><b>JENNY HARMS</b> Printed Name</p> <p><b>JENNY.HARMS@DVN.COM</b> E-mail Address</p> <p><b><sup>18</sup> SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 13, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Surveyor No. <b>8801A</b></p>
--	---

Intent ☐ As Drilled ☒

API # 30-025-47689		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MAGIC CAT 30 FED COM	Well Number 211H

## Kick Off Point (KOP)

UL O	Section 30	Township 23S	Range 32E	Lot	Feet 62	From N/S SOUTH	Feet 1931	From E/W EAST	County LEA
Latitude 32.2683845					Longitude 103.7114498			NAD 83	

## First Take Point (FTP)

UL O	Section 30	Township 23S	Range 32E	Lot	Feet 481	From N/S SOUTH	Feet 1960	From E/W EAST	County LEA
Latitude 32.2695367					Longitude 103.7115444			NAD 83	

## Last Take Point (LTP)

UL B	Section 30	Township 23S	Range 32E	Lot	Feet 115	From N/S NORTH	Feet 1958	From E/W EAST	County LEA
Latitude 32.2824173					Longitude 103.7115442			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☐ YESIs this well an infill well? ☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-47687</b>	<sup>2</sup> Pool Code <b>53805</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING, SOUTH</b>
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>MAGIC CAT 30 FED COM</b>	<sup>6</sup> Well Number <b>212H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3611</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>300</b>	<b>SOUTH</b>	<b>1222</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>93</b>	<b>NORTH</b>	<b>667</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>160</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<p>N89°22'51"E 2849.85 FT</p> <p>N89°23'20"E 2639.62 FT</p> <p>NW CORNER SEC. 30 LAT. = 32.2826837°N LONG. = 103.7229672°W NMSP EAST (FT) N = 467109.75 E = 729962.47</p> <p>N/4 CORNER SEC. 30 LAT. = 32.2827234°N LONG. = 103.7137479°W NMSP EAST (FT) N = 467140.54 E = 732811.53</p> <p>BOTTOM OF HOLE LAT. = 32.2824941°N LONG. = 103.7073666°W NMSP EAST (FT) N = 467068.55 E = 734784.08</p> <p>NE CORNER SEC. 30 LAT. = 32.2827586°N LONG. = 103.7052086°W NMSP EAST (FT) N = 467168.68 E = 735450.43</p> <p>W/4 CORNER SEC. 30 LAT. = 32.2754287°N LONG. = 103.7229686°W NMSP EAST (FT) N = 464470.42 E = 729977.03</p> <p>E/4 CORNER SEC. 30 SCALED</p> <p>AS-DRILLED</p> <p>MAGIC CAT 30 FED COM 212H ELEV. = 3611' LAT. = 32.2690484°N (NAD83) LONG. = 103.7091569°W NMSP EAST (FT) N = 462174 E = 734259</p> <p>SE CORNER SEC. 30 LAT. = 32.2682387°N LONG. = 103.7052031°W NMSP EAST (FT) N = 461886.45 E = 735483.05</p> <p>KICK OFF POINT 49' FSL, 750' FEL LAT. = 32.2683652°N LONG. = 103.7076289°W</p> <p>FIRST TAKE POINT 376' FSL, 731' FEL LAT. = 32.2692620°N LONG. = 103.7075665°W</p> <p>SW CORNER SEC. 30 LAT. = 32.2681761°N LONG. = 103.7229746°W NMSP EAST (FT) N = 461832.00 E = 729990.21</p> <p>S/4 CORNER SEC. 30 LAT. = 32.2682063°N LONG. = 103.7137401°W NMSP EAST (FT) N = 461859.33 E = 732844.42</p> <p>SURFACE LOCATION FTP OKOP</p> <p>S89°27'05"W 2854.96 FT</p> <p>S89°24'40"W 2639.34 FT</p> <p>S00°21'14"E 2641.74 FT</p> <p>S00°21'14"E 2641.74 FT</p>		<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> 9-23-2021 Signature Date</p> <p><b>JENNY HARMS</b> Printed Name</p> <p><b>JENNY.HARMS@DVN.COM</b> E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 13, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Surveyor No. <b>8802A</b></p>
--	--	---

Intent ☐ As Drilled ☒

API # 30-025-47687		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MAGIC CAT 30 FED COM	Well Number 212H

## Kick Off Point (KOP)

UL P	Section 30	Township 23S	Range 32E	Lot	Feet 49	From N/S SOUTH	Feet 750	From E/W EAST	County LEA
Latitude 32.2683652					Longitude 103.7076289			NAD 83	

## First Take Point (FTP)

UL P	Section 30	Township 23S	Range 32E	Lot	Feet 376	From N/S SOUTH	Feet 731	From E/W EAST	County LEA
Latitude 32.2692620					Longitude 103.7075665			NAD 83	

## Last Take Point (LTP)

UL A	Section 30	Township 23S	Range 32E	Lot	Feet 124	From N/S NORTH	Feet 665	From E/W EAST	County LEA
Latitude 32.2824090					Longitude 103.7073611			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-48459</b>	<sup>2</sup> Pool Code <b>98248</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
<sup>4</sup> Property Code <b>328297</b>	<sup>5</sup> Property Name <b>RIGHT MEOW 31-6 FED COM</b>	<sup>6</sup> Well Number <b>626H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3603.0</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>31</b>	<b>23 S</b>	<b>32 E</b>		<b>350</b>	<b>NORTH</b>	<b>1095</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>6</b>	<b>24 S</b>	<b>32 E</b>		<b>76</b>	<b>SOUTH</b>	<b>379</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320.11</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

	<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> <b>9/29/2021</b> Signature Date</p> <p><b>Jenny Harms</b> Printed Name</p> <p><b>Jenny.harms@dvn.com</b> E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 24, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Survey No. <b>8258</b></p>
--	---



Intent ☐ As Drilled ☒

API # 30-025-48459		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-6 FED COM	Well Number 626H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	31	23S	32E		54	NORTH	419	EAST	LEA
Latitude 32.2680847					Longitude 103.7065578				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	31	23S	32E		403	NORTH	404	EAST	LEA
Latitude 32.2671271					Longitude 103.7065106				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	6	24S	32E		130	SOUTH	382	EAST	LEA
Latitude 32.2395529					Longitude 103.7065142				NAD 83

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

☒

Is this well an infill well?

☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-48460</b>	<sup>2</sup> Pool Code <b>98248</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
<sup>4</sup> Property Code <b>328297</b>	<sup>5</sup> Property Name <b>RIGHT MEOW 31-6 FED COM</b>	<sup>6</sup> Well Number <b>716H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3601.9</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>31</b>	<b>23 S</b>	<b>32 E</b>		<b>350</b>	<b>NORTH</b>	<b>1155</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>6</b>	<b>24 S</b>	<b>32 E</b>		<b>110</b>	<b>SOUTH</b>	<b>1091</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320.11</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

	<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> <b>9/29/2021</b> Signature Date</p> <p><b>Jenny Harms</b> Printed Name</p> <p><b>Jenny.harms@dvn.com</b> E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 24, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Survey No. <b>8256A</b></p>
--	--

Intent ☐ As Drilled ☒

API # 30-025-48460		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-6 FED COM	Well Number 716H

## Kick Off Point (KOP)

UL A	Section 31	Township 23S	Range 32E	Lot	Feet 67	From N/S NORTH	Feet 1082	From E/W EAST	County LEA
Latitude 32.2680421					Longitude 103.7087013				NAD 83

## First Take Point (FTP)

UL A	Section 31	Township 23S	Range 32E	Lot	Feet 413	From N/S NORTH	Feet 1065	From E/W EAST	County LEA
Latitude 32.2670899					Longitude 103.7086462				NAD 83

## Last Take Point (LTP)

UL P	Section 6	Township 24S	Range 32E	Lot	Feet 139	From N/S SOUTH	Feet 1091	From E/W EAST	County LEA
Latitude 32.2395816					Longitude 103.7088064				NAD 83

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

☒

Is this well an infill well?

☒

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

API #		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIGHT MEOW 31-6 FED COM	Well Number 626H

KZ 06/29/2018

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-48491</b>	<sup>2</sup> Pool Code <b>98248</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
<sup>4</sup> Property Code <b>328297</b>	<sup>5</sup> Property Name <b>RIGHT MEOW 31-7 FED COM</b>	<sup>6</sup> Well Number <b>627H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3596.9</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>31</b>	<b>23 S</b>	<b>32 E</b>		<b>200</b>	<b>NORTH</b>	<b>1455</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>G</b>	<b>7</b>	<b>24 S</b>	<b>32 E</b>		<b>2615</b>	<b>NORTH</b>	<b>1800</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>400.8</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<p>Survey plat showing well location and acreage dedication. The plat includes sections 31, 6, and 7, with various corner points and bearings. A red line indicates the well location. The text 'AS-DRILLED' is written in red. The bottom of the well is marked with a red dot and labeled 'BOTTOM OF HOLE'.</p>	<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> 9/28/2021 Signature Date</p> <p><b>Jenny Harms</b> Printed Name</p> <p><b>Jenny.harms@dmv.com</b> E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 24, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor: <b>12797</b></p> <p>Certificate Number: <b>12797</b></p> <p><b>NEW MEXICO</b> <b>PROFESSIONAL SURVEYOR</b> NO. 8255B</p>
---	---

Intent ☐ As Drilled ☒

API # 30-025-48491		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-7 FED COM	Well Number 627H

## Kick Off Point (KOP)

UL B	Section 31	Township 23S	Range 32E	Lot	Feet 72	From N/S NORTH	Feet 1729	From E/W EAST	County LEA
Latitude 32.2680185					Longitude 103.7107941				NAD 83

## First Take Point (FTP)

UL B	Section 31	Township 23S	Range 32E	Lot	Feet 407	From N/S NORTH	Feet 1795	From E/W EAST	County LEA
Latitude 32.2670993					Longitude 103.7110099				NAD 83

## Last Take Point (LTP)

UL G	Section 7	Township 24S	Range 32E	Lot	Feet 2494	From N/S NORTH	Feet 1793	From E/W EAST	County LEA
Latitude 32.2323498					Longitude 103.7110919				NAD 83

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

☒

Is this well an infill well?

☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-48492</b>	<sup>2</sup> Pool Code <b>98248</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P;UPR WOLFCAMP</b>
<sup>4</sup> Property Code <b>328297</b>	<sup>5</sup> Property Name <b>RIGHT MEOW 31-7 FED COM</b>	<sup>6</sup> Well Number <b>717H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3596.3</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>31</b>	<b>23 S</b>	<b>32 E</b>		<b>200</b>	<b>NORTH</b>	<b>1515</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>G</b>	<b>7</b>	<b>24 S</b>	<b>32 E</b>		<b>2603</b>	<b>NORTH</b>	<b>2403</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>400.8</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

	<p><b><sup>17</sup> OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> <b>9/28/2021</b></p> <p>Signature _____ Date _____</p> <p><b>Jenny Harms</b></p> <p>Printed Name _____</p> <p><b>Jenny.harms@divn.com</b></p> <p>E-mail Address _____</p> <p><b><sup>18</sup> SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 24, 2021</p> <p>Date of Survey _____</p> <p><i>Michael F. Jaramillo</i></p> <p>Signature and Seal of Professional Surveyor: _____</p> <p>Certificate Number: <b>12797</b></p> <p><b>NEW MEXICO</b> <b>PROFESSIONAL SURVEYOR</b> <b>NO. 8253B</b></p>
--	---



Intent ☐ As Drilled ☒

API # 30-025-48492		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-7 FED COM	Well Number 717H

## Kick Off Point (KOP)

UL B	Section 31	Township 23S	Range 32E	Lot	Feet 143	From N/S NORTH	Feet 2303	From E/W EAST	County LEA
Latitude 32.2678182					Longitude 103.7126512				NAD 83

## First Take Point (FTP)

UL B	Section 31	Township 23S	Range 32E	Lot	Feet 451	From N/S NORTH	Feet 2374	From E/W EAST	County LEA
Latitude 32.2669713					Longitude 103.7128817				NAD 83

## Last Take Point (LTP)

UL G	Section 7	Township 24S	Range 32E	Lot	Feet 2490	From N/S NORTH	Feet 2400	From E/W EAST	County LEA
Latitude 32.2323631					Longitude 103.7130564				NAD 83

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

☐ N

Is this well an infill well?

☐ Y

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

API #		
Operator Name: Devon Energy Production Company, L.P.	Property Name: Right Meow 31-7 Fed Com	Well Number 627H

KZ 06/29/2018

Well Name: MAGIC CAT 30 FED COM	Well Location: T23S / R32E / SEC 30 / SESE / 32.2690476 / -103.7093704	County or Parish/State: LEA / NM
Well Number: 211H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM86927	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002547689	Well Status: Drilling Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Notice of Intent

Sundry ID: 2666258

Type of Submission: Notice of Intent	Type of Action: APD Change
Date Sundry Submitted: 04/11/2022	Time Sundry Submitted: 07:08
Date proposed operation will begin: 04/11/2022	

Procedure Description: SPACING CHANGE: Devon Energy Production Co., L.P. (Devon) respectfully requests to change the spacing to reflect the communization agreement. Please see attached plat.

NOI Attachments

Procedure Description

MAGIC\_CAT\_30\_FED\_COM\_211H\_AS\_DRILLED\_20220411065812.pdf



<b>Well Name:</b> MAGIC CAT 30 FED COM	<b>Well Location:</b> T23S / R32E / SEC 30 / SESE / 32.2690476 / -103.7093704	<b>County or Parish/State:</b> LEA / NM
<b>Well Number:</b> 211H	<b>Type of Well:</b> OIL WELL	<b>Allottee or Tribe Name:</b>
<b>Lease Number:</b> NMNM86927	<b>Unit or CA Name:</b>	<b>Unit or CA Number:</b>
<b>US Well Number:</b> 3002547689	<b>Well Status:</b> Drilling Well	<b>Operator:</b> DEVON ENERGY PRODUCTION COMPANY LP

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.

<b>Operator Electronic Signature:</b> JENNY HARMS	<b>Signed on:</b> APR 11, 2022 06:58 AM
<b>Name:</b> DEVON ENERGY PRODUCTION COMPANY LP	
<b>Title:</b> Regulatory Compliance Professional	
<b>Street Address:</b> 333 West Sheridan Avenue	
<b>City:</b> Oklahoma City	<b>State:</b> OK
<b>Phone:</b> (405) 552-6560	
<b>Email address:</b> jennifer.harms@dvn.com	

Field Representative

<b>Representative Name:</b>		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>		
<b>Email address:</b>		

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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  
AS-DRILLED

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47689</b>	<sup>2</sup> Pool Code <b>[53805]</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING, SOUTH</b>
<sup>4</sup> Property Code <b>330230</b>	<sup>5</sup> Property Name <b>MAGIC CAT 30 FED COM</b>	<sup>6</sup> Well Number <b>211H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3609</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>300</b>	<b>SOUTH</b>	<b>1288</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>86</b>	<b>NORTH</b>	<b>1957</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>160</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

	<p><b><sup>17</sup> OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i>      9-22-2021 Signature      Date</p> <p><b>JENNY HARMS</b> Printed Name</p> <p><b>JENNY.HARMS@DVN.COM</b> E-mail Address</p> <p><b><sup>18</sup> SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 13, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Surveyor No. <b>8801A</b></p>
--	---

Intent ☐ As Drilled ☒

API # 30-025-47689		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MAGIC CAT 30 FED COM	Well Number 211H

## Kick Off Point (KOP)

UL O	Section 30	Township 23S	Range 32E	Lot	Feet 62	From N/S SOUTH	Feet 1931	From E/W EAST	County LEA
Latitude 32.2683845					Longitude 103.7114498				NAD 83

## First Take Point (FTP)

UL O	Section 30	Township 23S	Range 32E	Lot	Feet 481	From N/S SOUTH	Feet 1960	From E/W EAST	County LEA
Latitude 32.2695367					Longitude 103.7115444				NAD 83

## Last Take Point (LTP)

UL B	Section 30	Township 23S	Range 32E	Lot	Feet 115	From N/S NORTH	Feet 1958	From E/W EAST	County LEA
Latitude 32.2824173					Longitude 103.7115442				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

Well Name: MAGIC CAT 30 FED COM	Well Location: T23S / R32E / SEC 30 / SESE /	County or Parish/State:
Well Number: 212H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM86927	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002547687	Well Status: Drilling Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Notice of Intent

Sundry ID: 2666265

Type of Submission: Notice of Intent	Type of Action: APD Change
Date Sundry Submitted: 04/11/2022	Time Sundry Submitted: 07:28
Date proposed operation will begin: 04/11/2022	

Procedure Description: SPACING CHANGE: Devon Energy Production Co., L.P. (Devon) respectfully requests to change the spacing to reflect the communization agreement. Please see attached plat.

NOI Attachments

Procedure Description

MAGIC\_CAT\_30\_FED\_COM\_212H\_AS\_DRILLED\_20220411072737.pdf

<b>Well Name:</b> MAGIC CAT 30 FED COM	<b>Well Location:</b> T23S / R32E / SEC 30 / SESE /	<b>County or Parish/State:</b>
<b>Well Number:</b> 212H	<b>Type of Well:</b> OIL WELL	<b>Allottee or Tribe Name:</b>
<b>Lease Number:</b> NMNM86927	<b>Unit or CA Name:</b>	<b>Unit or CA Number:</b>
<b>US Well Number:</b> 3002547687	<b>Well Status:</b> Drilling Well	<b>Operator:</b> DEVON ENERGY PRODUCTION COMPANY LP

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.

<b>Operator Electronic Signature:</b> JENNY HARMS	<b>Signed on:</b> APR 11, 2022 07:27 AM
<b>Name:</b> DEVON ENERGY PRODUCTION COMPANY LP	
<b>Title:</b> Regulatory Compliance Professional	
<b>Street Address:</b> 333 West Sheridan Avenue	
<b>City:</b> Oklahoma City	<b>State:</b> OK
<b>Phone:</b> (405) 552-6560	
<b>Email address:</b> jennifer.harms@dvn.com	

Field Representative

<b>Representative Name:</b>		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>		
<b>Email address:</b>		

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos 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

<sup>1</sup> API Number <b>30-025-47687</b>	<sup>2</sup> Pool Code <b>53805</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING, SOUTH</b>
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>MAGIC CAT 30 FED COM</b>	<sup>6</sup> Well Number <b>212H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3611</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>300</b>	<b>SOUTH</b>	<b>1222</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>30</b>	<b>23 S</b>	<b>32 E</b>		<b>93</b>	<b>NORTH</b>	<b>667</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>160</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<p>N89°22'51"E 2849.85 FT</p> <p>N89°23'20"E 2639.62 FT</p> <p>NW CORNER SEC. 30 LAT. = 32.2826837°N LONG. = 103.7229672°W NMSP EAST (FT) N = 467109.75 E = 729962.47</p> <p>N/4 CORNER SEC. 30 LAT. = 32.2827234°N LONG. = 103.7137479°W NMSP EAST (FT) N = 467140.54 E = 732811.53</p> <p>BOTTOM OF HOLE LAT. = 32.2824941°N LONG. = 103.7073666°W NMSP EAST (FT) N = 467068.55 E = 734784.08</p> <p>NE CORNER SEC. 30 LAT. = 32.2827586°N LONG. = 103.7052086°W NMSP EAST (FT) N = 467168.68 E = 735450.43</p> <p>W/4 CORNER SEC. 30 LAT. = 32.2754287°N LONG. = 103.7229686°W NMSP EAST (FT) N = 464470.42 E = 729977.03</p> <p>E/4 CORNER SEC. 30 SCALED</p> <p>AS-DRILLED</p> <p>MAGIC CAT 30 FED COM 212H ELEV. = 3611' LAT. = 32.2690484°N (NAD83) LONG. = 103.7091569°W NMSP EAST (FT) N = 462174 E = 734259</p> <p>SE CORNER SEC. 30 LAT. = 32.2682387°N LONG. = 103.7052031°W NMSP EAST (FT) N = 461886.45 E = 735483.05</p> <p>KICK OFF POINT 49' FSL, 750' FEL LAT. = 32.2683652°N LONG. = 103.7076289°W</p> <p>FIRST TAKE POINT 376' FSL, 731' FEL LAT. = 32.2692620°N LONG. = 103.7075665°W</p> <p>SW CORNER SEC. 30 LAT. = 32.2681761°N LONG. = 103.7229746°W NMSP EAST (FT) N = 461832.00 E = 729990.21</p> <p>S/4 CORNER SEC. 30 LAT. = 32.2682063°N LONG. = 103.7137401°W NMSP EAST (FT) N = 461859.33 E = 732844.42</p> <p>SURFACE LOCATION FTP OKOP</p> <p>S89°27'05"W 2854.96 FT</p> <p>S89°24'40"W 2639.34 FT</p> <p>S00°21'14"E 2641.74 FT</p> <p>S00°21'14"E 2641.74 FT</p>		<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Jenny Harms</i> 9-23-2021 Signature Date</p> <p><b>JENNY HARMS</b> Printed Name</p> <p><b>JENNY.HARMS@DVN.COM</b> E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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.</p> <p>SEPTEMBER 13, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>12797</b> Survey No. <b>8802A</b></p>
--	--	---

Intent ☐ As Drilled ☒

API # 30-025-47687		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MAGIC CAT 30 FED COM	Well Number 212H

## Kick Off Point (KOP)

UL P	Section 30	Township 23S	Range 32E	Lot	Feet 49	From N/S SOUTH	Feet 750	From E/W EAST	County LEA
Latitude 32.2683652					Longitude 103.7076289				NAD 83

## First Take Point (FTP)

UL P	Section 30	Township 23S	Range 32E	Lot	Feet 376	From N/S SOUTH	Feet 731	From E/W EAST	County LEA
Latitude 32.2692620					Longitude 103.7075665				NAD 83

## Last Take Point (LTP)

UL A	Section 30	Township 23S	Range 32E	Lot	Feet 124	From N/S NORTH	Feet 665	From E/W EAST	County LEA
Latitude 32.2824090					Longitude 103.7073611				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of February 2021, 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:

**E/2 E/2 of Section 31-23S-32E and  
Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E,  
Lea County, New Mexico**

Containing **320.11** 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

Right Meow 31-6 Fed Com 716H, 626H



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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 February 1, 2021 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)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an  
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

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

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

**EXHIBIT "A"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

Right Meow 31-6 Fed Com 716H

SHL: 350' FNL & 1155' FEL, Sec 31-23S-32E

BHL: 20' FSL & 990' FEL, Sec 6-24S-32E  
(Defining well)

Right Meow 31-6 Fed Com 626H

SHL: 350' FNL & 1095' FEL, Sec 31-23S-32E

BHL: 20' FSL & 400' FEL, Sec 6-24S-32E  
(Infill well)



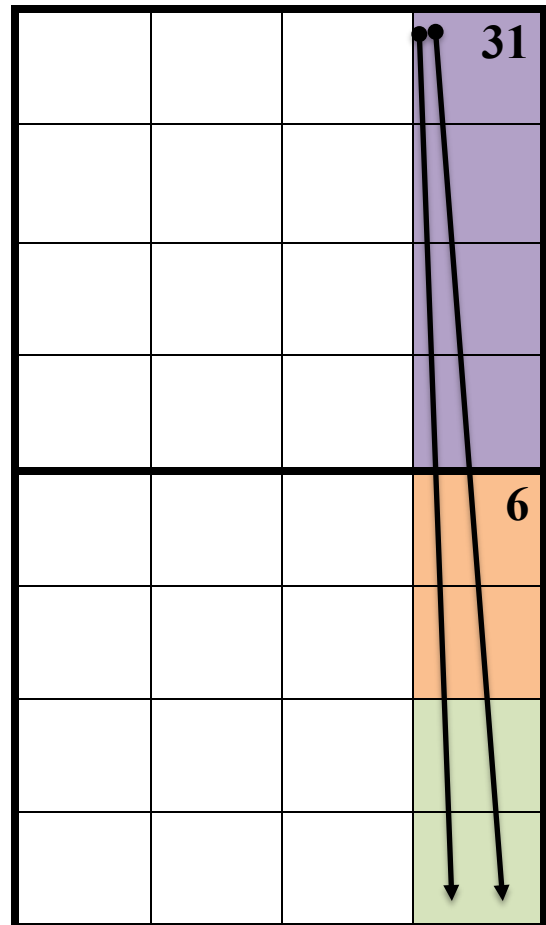
**Tract 1**  
**NMNM 18848**  
**160.00 acres**



**Tract 2**  
**NMNM 139371**  
**80.11 acres**



**Tract 3**  
**NMNM 77064**  
**80.00 acres**



Right Meow 31-6 Fed Com 716H, 626H

**EXHIBIT "B"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	USA NMNM 18848
Lease Date:	August 1, 1973
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Ralph D. Wharton
Present Lessee:	Chevron USA Inc.
Description of Land Committed:	E/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 100.00%
Name of ORRI Owners:	The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC

Right Meow 31-6 Fed Com 716H, 626H



McMullen Minerals, LLC  
Pegasus Resources, LLC

**Tract No. 2**

Lease Serial Number: USA NMNM 139371  
Lease Date: November 1, 2019  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Percheron Professional Holdings, LLC  
Present Lessee: Devon Energy Production Company, L.P.  
  
Description of Land Committed: Lot 1 and SE/4 NE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico  
Number of Acres: 80.11  
Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%  
Name of ORRI Owners: None

**Tract No. 3**

Lease Serial Number: USA NMNM 77064  
Lease Date: September 1, 1988  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Exxon Corporation  
Present Lessee: Devon Energy Production Company, L.P.  
  
Description of Land Committed: E/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico

Right Meow 31-6 Fed Com 716H, 626H

Number of Acres: 80.00

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%

Name of ORRI Owners: None

**RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	160.00	49.982818%
Tract No. 2	80.11	25.025772%
Tract No. 3	80.00	24.991409%
Total	320.11	100.00000%

Title:

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of February, 2021 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:

**W/2 E/2 of Section 31-23S-32E and  
Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and  
W/2 NE/4 of Section 7-24S-32E, Lea County, New Mexico**

Containing **400.08** 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

Right Meow 31-7 Fed Com 717H, 627H

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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 February 1, 2021 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)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

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

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

**EXHIBIT "A"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

Right Meow 31-7 Fed Com 717H

SHL: 200' FNL &amp; 1515' FEL, Sec 31-23S-32E

BHL: 2620' FNL & 2300' FEL, Sec 7-24S-32E  
(Defining well)Right Meow 31-7 Fed Com 627H

SHL: 200' FNL &amp; 1455' FEL, Sec 31-23S-32E

BHL: 2620' FNL & 1650' FEL, Sec 7-24S-32E  
(Infill well)

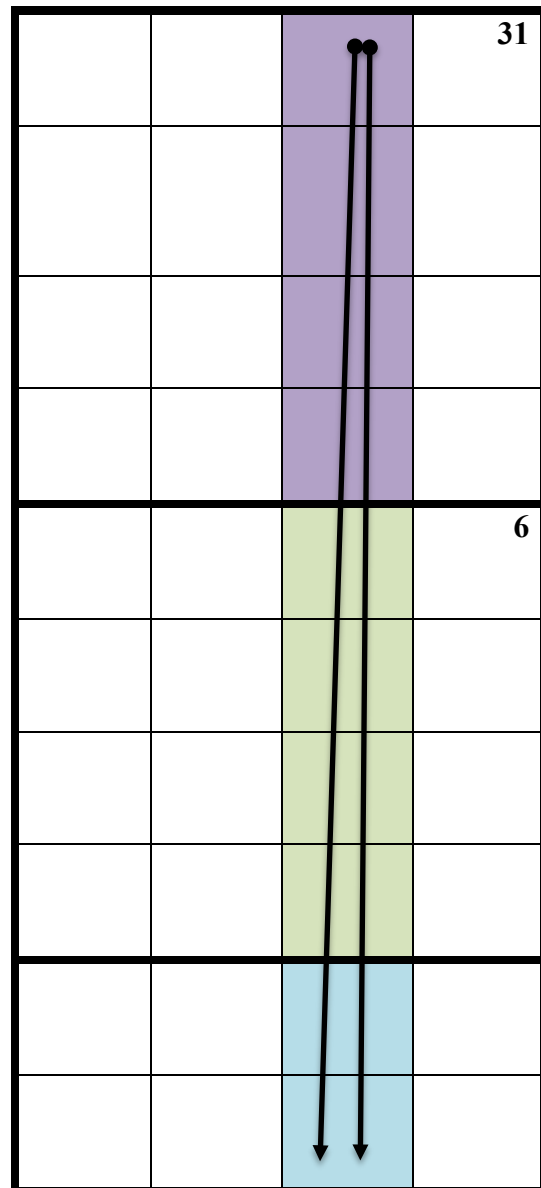
**Tract 1**  
**NMNM 18848**  
**160.00 acres**



**Tract 2**  
**NMNM 77064**  
**160.08 acres**



**Tract 3**  
**NMNM 68084**  
**80.00 acres**



Right Meow 31-7 Fed Com 717H, 627H

**EXHIBIT "B"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	USA NMNM 18848
Lease Date:	August 1, 1973
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Ralph D. Wharton
Current Lessee:	Chevron USA Inc.
Description of Land Committed:	W/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 100.00%
Name of ORRI Owners:	The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC

Right Meow 31-7 Fed Com 717H, 627H

MerPel, LLC  
TD Minerals LLC  
McMullen Minerals, LLC  
Pegasus Resources, LLC

**Tract No. 2**

Lease Serial Number: USA NMNM 77064  
Lease Date: September 1, 1988  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Exxon Corporation  
Present Lessee: Devon Energy Production Company, L.P.  
Description of Land Committed: Lot 2, SW/4 NE/4, W/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico  
Number of Acres: 160.08  
Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%  
Name of ORRI Owners: None

**Tract No. 3**

Lease Serial Number: USA NMNM 68084  
Lease Date: April 1, 1987  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: F. Frasher Hudson

Right Meow 31-7 Fed Com 717H, 627H

Present Lessee: Devon Energy Production Company, L.P. – 60.00%  
Javelina Partners – 40.00%

Description of Land Committed: W/2 NE/4 Section 7, Township 24 South, Range 32 East,  
N.M.P.M Lea County, New Mexico

Number of Acres: 80.00

Name and Percent of WI Owners: Devon Energy Production Company, L.P.- 80%  
Javelina Partners- 20%

Name of ORRI Owners: Javelina Partners

### **RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	160.00	39.99200%
Tract No. 2	160.08	40.01200%
Tract No. 3	80.00	19.99600%
Total	400.08	100.0000%



Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of February 2021, 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:

**W/2 E/2 of Section 30-23S-32E  
Lea County, New Mexico**

Containing **160.00** acres, and this agreement shall include only the Bone Spring 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.

Magic Cat 30 Fed Com 211H

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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 February 1, 2021 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)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Catherine Lebsack, Vice President



**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an  
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

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

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

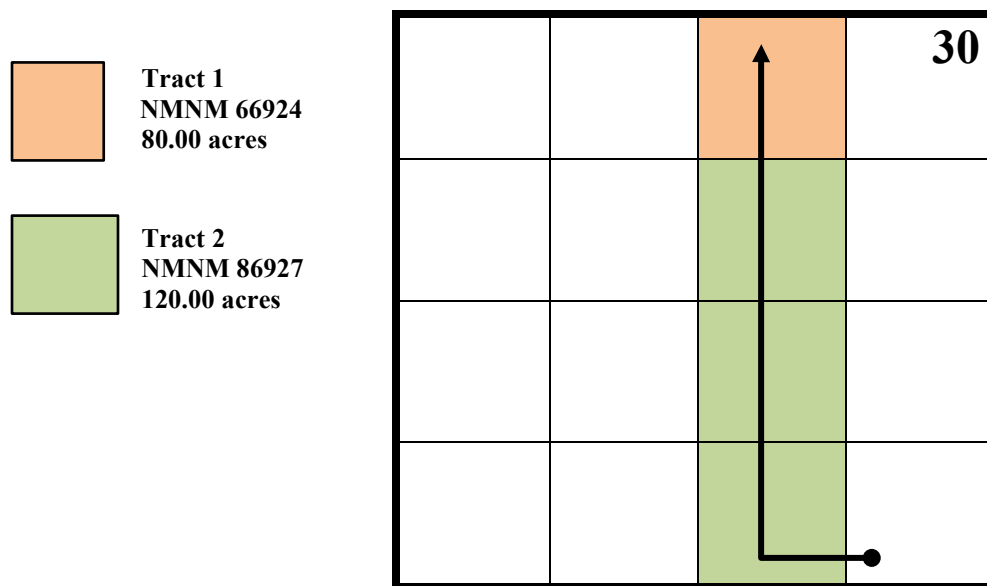
**EXHIBIT "A"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in the W/2 E/2 of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

**Magic Cat 30 Fed Com 211H**

SHL: 300' FSL & 1288' FEL, Sec 30-23S-32E

BHL: 100' FNL & 2178' FEL, Sec 30-23S-32E



Magic Cat 30 Fed Com 211H

**EXHIBIT "B"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in the W/2 E/2 of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	USA NMNM 66924
Lease Date:	November 1, 1986
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	William J. Tlappek
Present Lessee:	Devon Energy Production Company, L.P. – 80.00% OXY Y-1 Company – 20.00%
Description of Land Committed:	NW/4 NE/4 of Section 30 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 89.17% OXY Y-1 Company – 10.83%
Name of ORRI Owners:	William J. Tlappek and Elaine L. Tlappek Coyote Oil & Gas LLC

**Tract No. 2**

Lease Serial Number:	USA NMNM 86927
Lease Date:	September 1, 1991
Lease Term:	10 Years

Magic Cat 30 Fed Com 211H

Lessor: United States of America  
 Original Lessee: Meridian Oil Inc  
 Present Lessee: Devon Energy Production Company, L.P.  
  
 Description of Land Committed: SW/4 NE/4 and W/2 SE/4 of Section 30, Township 23  
 South, Range 32 East, N.M.P.M Lea County, New Mexico  
  
 Number of Acres: 120.00  
  
 Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%  
  
 Name of ORRI Owners: None

### **RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	40.00	25.00%
Tract No. 2	120.00	75.00%
Total	160.00	100.00%

Title:

A  
Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of February 2021, 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:

**E/2 E/2 of Section 30-23S-32E  
Lea County, New Mexico**

Containing **160.00** acres, and this agreement shall include only the Bone Spring 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.

Magic Cat 30 Fed Com 212H

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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 February 1, 2021 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)

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an  
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

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

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

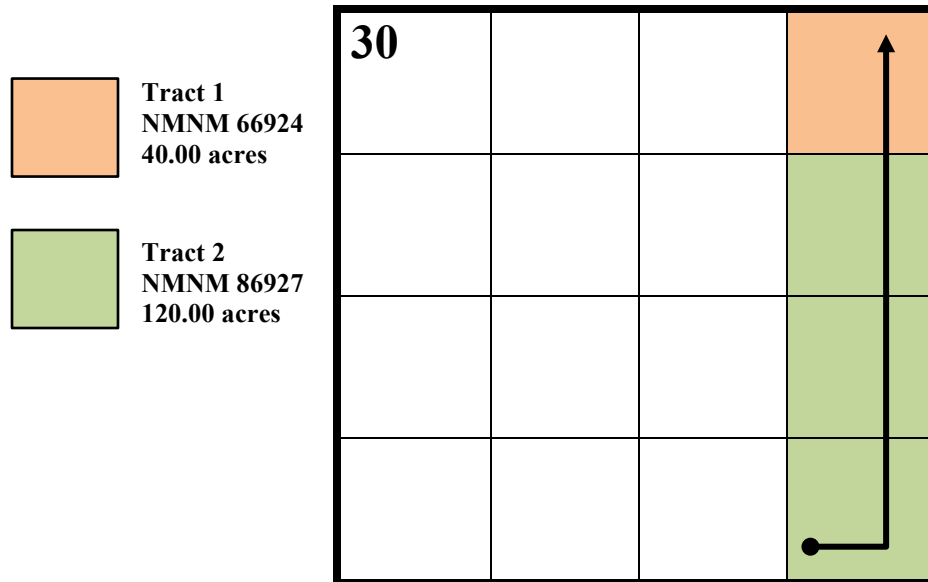
**EXHIBIT "A"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in the E/2 E/2 of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

**Magic Cat 30 Fed Com 212H**

SHL: 300' FSL & 1222' FEL, Sec 30-23S-32E

BHL: 100' FNL & 330' FEL, Sec 30-23S-32E



Magic Cat 30 Fed Com 212H

**EXHIBIT "B"**

To Communitization Agreement dated February 1, 2021, embracing the following described land in the E/2 E/2 of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	USA NMNM 66924
Lease Date:	November 1, 1986
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	William J. Tlappek
Present Lessee:	Devon Energy Production Company, L.P. – 80.00% OXY Y-1 Company – 20.00%
Description of Land Committed:	NE/4 NE/4 of Section 30 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	80.00
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 89.17% OXY Y-1 Company – 10.83%
Name of ORRI Owners:	William J. Tlappek and Elaine L. Tlappek Coyote Oil & Gas LLC

**Tract No. 2**

Lease Serial Number:	USA NMNM 86927
Lease Date:	September 1, 1991
Lease Term:	10 Years

Magic Cat 30 Fed Com 212H

Lessor: United States of America

Original Lessee: Meridian Oil Inc

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: SE/4 NE/4 and E/2 SE/4 of Section 30, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 120.00

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%

Name of ORRI Owners: None

**RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	40.00	25.00%
Tract No. 2	120.00	75.00%
Total	160.00	100.00%

Title:



**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Harms, Jenny](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-813  
**Date:** Friday, April 15, 2022 10:44:53 AM  
**Attachments:** [PLC813 Order.pdf](#)

NMOCD has issued Administrative Order PLC-813 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
30-025-48492	Right Meow 31 7 Federal Com #717H	W/2 E/2	31-23S-32E	98248
		W/2 E/2	6-24S-32E	
		W/2 NE/4	7-24S-32E	
30-025-48491	Right Meow 31 7 Federal Com #627H	W/2 E/2	31-23S-32E	98248
		W/2 E/2	6-24S-32E	
		W/2 NE/4	7-24S-32E	
30-025-48460	Right Meow 31 6 Federal Com #716H	E/2 E/2	31-23S-32E	98248
		E/2 E/2	6-24S-32E	
30-025-48459	Right Meow 31 6 Federal Com #626H	E/2 E/2	31-23S-32E	98248
		E/2 E/2	6-24S-32E	
30-025-47687	Magic Cat 30 Federal Com #212H	E/2 E/2	30-23S-32E	53805
30-025-47689	Magic Cat 30 Federal Com #211H	W/2 E/2	30-23S-32E	53805

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:** [Harms, Jenny](#)  
**To:** [McClure, Dean, EMNRD](#)  
**Subject:** RE: [EXTERNAL] surface commingling application PLC-813  
**Date:** Monday, April 11, 2022 8:37:37 AM  
**Attachments:** [Print\\_Report \(1\).pdf](#)  
[Print\\_Report \(1\).pdf](#)  
[Print\\_Report.pdf](#)

Please see requested items attached. Let me know if you need any additional information.

BLM has approved commingle, sundries to change the spacing are attached as they are in submitted status.

Thank you,

*Jenny Harms*

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

**From:** McClure, Dean, EMNRD <Dean.McClure@state.nm.us>  
**Sent:** Friday, April 8, 2022 5:34 PM  
**To:** Harms, Jenny <Jenny.Harms@dyn.com>  
**Subject:** [EXTERNAL] surface commingling application PLC-813

Ms. Harms,

I am reviewing surface commingling application PLC-813 which involves a commingling project that includes the Right Meow 31 Central Tank Battery 7 and is operated by Devon Energy Production Company, LP (6137).

Please print off the sundry which was submitted to the BLM that includes the well list and email to me.

Please confirm the HSU for the wells shown below. The CAs have the area split between the E/2 E/2 and W/2 E/2, but the APDs and the Division's system has both of these wells being dedicated to the entire E/2.

30-025-47687	Magic Cat 30 Federal Com #212H	E/2 E/2	30-23S-32E	53805
30-025-47689	Magic Cat 30 Federal Com #211H	W/2 E/2	30-23S-32E	53805
CA Bone Spring NMNM 143499		W/2 E/2	30-23S-32E	160
CA Bone Spring NMNM 143516		E/2 E/2	30-23S-32E	160
				A
				B

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-813**

**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 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.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle 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.

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 allocated by conducting a minimum of one (1) well test per month.

Applicant shall conduct a well test by separating and measuring the oil and gas production from that well for a minimum of twenty-four (24) consecutive hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than thirty (30) days until the well commences production.

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 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. 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.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).
12. 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**



ADRIENNE E. SANDOVAL  
DIRECTOR

DATE: 4/15/2022



State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-813**

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

Central Tank Battery: **Right Meow 31 Central Tank Battery 7**

Central Tank Battery Location: **UL B, Section 31, Township 23 South, Range 32 East**

Gas Title Transfer Meter Location: **UL B, Section 31, Township 23 South, Range 32 East**

### Pools

Pool Name	Pool Code
<b>SAND DUNES; BONE SPRING, SOUTH</b>	<b>53805</b>
<b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>	<b>98248</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
<b>NMNM 066924</b>	<b>A B</b>	<b>30-23S-32E</b>
<b>NMNM 086927</b>	<b>G H I J O P</b>	<b>30-23S-32E</b>
<b>NMNM 018848</b>	<b>E/2</b>	<b>31-23S-32E</b>
<b>NMNM 077064</b>	<b>B G I J O P</b>	<b>6-24S-32E</b>
<b>NMNM 068084</b>	<b>B G</b>	<b>7-24S-32E</b>
<b>NMNM 139371</b>	<b>A H</b>	<b>6-24S-32E</b>

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
<b>30-025-48492</b>	<b>Right Meow 31 7 Federal Com #717H</b>	<b>W/2 E/2</b>	<b>31-23S-32E</b>	<b>98248</b>
		<b>W/2 E/2</b>	<b>6-24S-32E</b>	
		<b>W/2 NE/4</b>	<b>7-24S-32E</b>	
<b>30-025-48491</b>	<b>Right Meow 31 7 Federal Com #627H</b>	<b>W/2 E/2</b>	<b>31-23S-32E</b>	<b>98248</b>
		<b>W/2 E/2</b>	<b>6-24S-32E</b>	
		<b>W/2 NE/4</b>	<b>7-24S-32E</b>	
<b>30-025-48460</b>	<b>Right Meow 31 6 Federal Com #716H</b>	<b>E/2 E/2</b>	<b>31-23S-32E</b>	<b>98248</b>
		<b>E/2 E/2</b>	<b>6-24S-32E</b>	
<b>30-025-48459</b>	<b>Right Meow 31 6 Federal Com #626H</b>	<b>E/2 E/2</b>	<b>31-23S-32E</b>	<b>98248</b>
		<b>E/2 E/2</b>	<b>6-24S-32E</b>	
<b>30-025-47687</b>	<b>Magic Cat 30 Federal Com #212H</b>	<b>E/2 E/2</b>	<b>30-23S-32E</b>	<b>53805</b>
<b>30-025-47689</b>	<b>Magic Cat 30 Federal Com #211H</b>	<b>W/2 E/2</b>	<b>30-23S-32E</b>	<b>53805</b>

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **PLC-813**  
Operator: **Devon Energy Production Company, LP (6137)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 143499	W/2 E/2	30-23S-32E	160	A
CA Bone Spring NMNM 143516	E/2 E/2	30-23S-32E	160	B
CA Wolfcamp NMNM 143410	E/2 E/2	31-23S-32E	320.11	C
	E/2 E/2	6-24S-32E		
CA Wolfcamp NMNM 143409	W/2 E/2	31-23S-32E	400.08	D
	W/2 E/2	6-24S-32E		
	W/2 NE/4	7-24S-32E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 066924	B	30-23S-32E	40	A
NMNM 086927	G J O	30-23S-32E	120	A
NMNM 066924	A	30-23S-32E	40	B
NMNM 086927	H I P	30-23S-32E	120	B
NMNM 018848	E/2 E/2	31-23S-32E	160	C
NMNM 139371	A H	6-24S-32E	80.11	C
NMNM 077064	I P	6-24S-32E	80	C
NMNM 018848	W/2 E/2	31-23S-32E	160	D
NMNM 077064	W/2 E/2	6-24S-32E	160.08	D
NMNM 068084	W/2 NE/4	7-24S-32E	80	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

**District IV**

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

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

CONDITIONS

Action 56468

**CONDITIONS**

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 56468
	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.	4/15/2022