

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

January 13th, 2022

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

Re:	Central Tank Battery: STRANGER 34 CTB 3									
	SecT-R:	34-25S-34E								
	Wells:	STRANGER 33 FED 6H, 7H, 9H, 11H, & 13H, & Stranger 34 Fed Com 2H, 3H, 5H, 7H - 10H, & 12H								
	Agreements:	Pending CAs Attached								
	Lease:	NMNM113898, NMNM092200, NMNM094114								
	Pool:	BOBCAT DRAW;UPPER WOLFCAMP (98094), HARDIN TANK;BONE SPRING (96661)								
	County:	Lea Co., New Mexico								

Dear Mr. McClure:

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

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

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

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

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

Sincerely,

Lepuca Deal

Rebecca Deal Regulatory Compliance Professional

Enclosures

ED: 	- Geologi	ABOVE THIS TABLE FOR OCD DIV CO OIL CONSERVA		AND OF NEW WICE
1	- Geologi	CO OIL CONSERVA		ATE OF NEW MERCH
1	- Geologi		ATION DIVISION	STE OF NEW MEERS
		ancis Drive, Santo		
	ADMINIST		ON CHECKLIST	
		LL ADMINISTRATIVE APPLICA EQUIRE PROCESSING AT THE		
				RID Number: <u>6137</u>
DBCAT DRAW;UPI	PER WOLFCAMP,	HARDIN TANK;BON	IE SPRING POO	l Code: <u>98094,96661</u>
T ACCURATE AND	COMPLETE INFOR/	MATION REQUIRED TO BELOW	PROCESS THE TYP	PE OF APPLICATION INDICATED
	cing Uni <u>t –</u> Simul	taneous Dedication	ົ າ	]sd
[ I ] Comminglin □DHC [ II ] Injection -	g – Storage – Mec CTB X Disposal – Press	PLC PC 0 Jre Increase – Enhc	nced Oil Recov	,
Offset operation         Royalty, overation         Application         Notification         Notification	ators or lease ho erriding royalty o requires publish and/or concurr and/or concurr	lders wners, revenue ow ed notice ent approval by SL(	ners O	FOR OCD ONLY Notice Complete
5. For all of the . No notice re	e above, proof c equired by certify that the	information submitte	ed with this applic	ation for administrative
	Accurate and     Application     Application     Surface ow     Surface ow	Stranger 33 & Stranger 34 Ference         BCAT DRAW; UPPER WOLFCAMP,         I ACCURATE AND COMPLETE INFORM         E OF APPLICATION: Check those         . Location – Spacing Unit – Simuli         NSL         NSL         NSL         NSP(PI         . Check one only for [1] or [1]         [1] Commingling – Storage – Meco         DHC       CTB         [1] Injection – Disposal – Pressu         WFX       PMX         [1] Injection – Disposal – Pressu         WFX       PMX         [1] Injection requires publish         Notification and/or concurre         Notification and/or concurre         Surface owner         Surface owner         For all of the above, proof concurre         No notice required         IIFICATION: I hereby certify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval is accurate and complete to the proventify that the roval	BCAT DRAW; UPPER WOLFCAMP, HARDIN TANK; BON         I ACCURATE AND COMPLETE INFORMATION REQUIRED TO BELOW         I ACCURATE AND COMPLETE INFORMATION REQUIRED TO BELOW         E OF APPLICATION: Check those which apply for [A];         . Location – Spacing Unit – Simultaneous Dedication	API:         Stranger 33 & Stranger 34 Fed Com Wells - See Attached BCAT DRAW; UPPER WOLFCAMP, HARDIN TANK; BONE SPRING       API:         BCAT DRAW; UPPER WOLFCAMP, HARDIN TANK; BONE SPRING       Poo         I ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE BELOW       Poo         E OF APPLICATION: Check those which apply for [A]       .         . Location – Spacing Unit – Simultaneous Dedication       NSP (PROJECT AREA)         MSL       NSP (PROJECT AREA)         . Check one only for [1] or [1]       NSP (PROJECT AREA)         [1] Commingling – Storage – Measurement       DHC         DHC       CTB         WFX       PMX         SWD       IPI         EOR       PPR         THICATION REQUIRED TO: Check those which apply.         Offset operators or lease holders         Royalty, overriding royalty owners, revenue owners         Application requires published notice         Notification and/or concurrent approval by SLO         Xotification and/or concurrent approval by BLM         Surface owner         For all of the above, proof of notification or publication is attacted

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

Rebecca Deal

Print or Type Name

Reput Deal

Signature

1/13/2022

405-228-8429

Phone Number Rebecca.deal@dvn.com

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e-mail Address

cesined by OCP: 2/2/2022 Ji49:52 A	M State of New M Energy, Minerals and Nat		Form C-103 of Revised July 18, 2013
<u>District I</u> – (575) 393-6161 1625 N. French Dr., Hobbs, NM 88240 District II – (575) 748-1283		WELL A	
811 S. First St., Artesia, NM 88210	OIL CONSERVATION	5 Indic	ate Type of Lease
<u>District III</u> – (505) 334-6178 1000 Rio Brazos Rd., Aztec, NM 87410	1220 South St. Fra	s S	TATE FEE
<u>District IV</u> – (505) 476-3460 1220 S. St. Francis Dr., Santa Fe, NM 87505	Santa Fe, NM 8	6. State	Oil & Gas Lease No.
SUNDRY NOTIO	S 7. Leas	e Name or Unit Agreement Name	
(DO NOT USE THIS FORM FOR PROPOSA DIFFERENT RESERVOIR. USE "APPLICA PROPOSALS.)		FOR SUCH	STRANGER 34 FED COM
	Gas Well 🔲 Other		Number 2H (Multiple)
2. Name of Operator	gy Production Co. LP	9. OGR	ID Number 6137
3. Address of Operator	gy Floduction Co. LF	10 Poo	l name or Wildcat
-	eridan Ave OKC, OK 7310		- See Below
4. Well Location			
Unit Letter N:	205feet from theSout	h line and2000	feet from the <u>West</u> line
Section 34	Township 25S F	Range 34E NMPM	Lea County
	11. Elevation (Show whether Di 3306.8'	R, RKB, RT, GR, etc.)	
of starting any proposed wor proposed completion or reco Devon Energy respectful application is necessary of BOBCAT DRAW;U HARDIN TANK;BO	PLUG AND ABANDON CHANGE PLANS CHANGE PLANS MULTIPLE COMPL	REMEDIAL WORK COMMENCE DRILLING OP CASING/CEMENT JOB OTHER: pertinent details, and give pert C. For Multiple Completions: Lease Commingling at the Sta Agreements and pools:	inent dates, including estimated date Attach wellbore diagram of ranger 34 CTB 3. This is
Please see attached comm	ingle application and supporting	documentation	
Spud Date:	Rig Release D	Date:	
I hereby certify that the information a	bove is true and complete to the	best of my knowledge and belie	ef.
SIGNATURE Rebuch	TITLE_Reg	ulatory Analyst	DATE 01/31/2022
Type or print name <u>Rebecca Deal</u> For State Use Only	E-mail addre	ss: rebecca.deal@dvn.com	PHONE: <u>405-228-8429</u>

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# Released to Imaging: 6/3/2022 1:39:24 PM

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

Per 43 CFR 3173.14 (a)(1)(i-iv) - (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 Stranger 34 CTB 3

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

Single Lease - NMNM113898 (12.5%)									
Name	Location	API	Pool		Lease				
STRANGER 33 FED 006H	33-25S-34E	30-025-45881	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%)				
STRANGER 33 FED 007H	33-25S-34E	30-025-45882	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%)				
STRANGER 33 FED 009H	33-25S-34E	30-025-45884	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%)				
STRANGER 33 FED 011H	33-25S-34E	30-025-45886	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%)				
STRANGER 33 FED 013H	33-25S-34E	30-025-46002	96661	HARDIN TANK;BONE SPRING	NMNM113898 (12.5%)				
W/2 Wolfcamp Communitizat	ion Agreement	Pending							
Name	Location	API	Pool		Lease				
STRANGER 34 FED COM 5H	34-25S-34E	30-025-46005	98094	BOBCAT DRAW; UPPER WOLFCAMP	NMNM113898 (12.5%) NMNM094114 (12.5%)				
STRANGER 34 FED COM 9H	34-25S-34E	30-025-46009	98094	BOBCAT DRAW; UPPER WOLFCAMP	NMNM113898 (12.5%) NMNM094114 (12.5%)				
STRANGER 34 FED COM 2H	34-25S-34E	30-025-46085	98094	BOBCAT DRAW; UPPER WOLFCAMP	NMNM113898 (12.5%) NMNM092200 (12.5%) NMNM094114 (12.5%)				

E/2 Wolfcamp Communitization Agreement Pending										
Name	Location	API	Pool		Lease					
STRANGER 34 FED COM 7H	34-25S-34E	30-025-46007	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM092200 (12.5%) NMNM094114 (12.5%)					
STRANGER 34 FED COM 8H	34-25S-34E	30-025-46008	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%) NMNM092200 (12.5%) NMNM094114 (12.5%)					
STRANGER 34 FED COM 12H	34-25S-34E	30-025-46012	98094	BOBCAT DRAW;UPPER WOLFCAMP	NMNM113898 (12.5%) NMNM092200 (12.5%) NMNM094114 (12.5%)					

E/2 W/2 Bone Spring Commun	E/2 W/2 Bone Spring Communitization Agreement Pending									
Name	Location	API	Pool		Lease					
STRANGER 34 FED COM 10H	34-25S-34E	30-025-46010	96661	HARDIN TANK;BONE SPRING	NMNM113898 (12.5%) NMNM092200 (12.5%) NMNM094114 (12.5%)					

W/2 E2 Bone Spring Communitization Agreement Pending									
Name	Location	ΑΡΙ	Pool		Lease				
STRANGER 34 FED COM 3H	34-25S-34E	30-025-46086	96661	HARDIN TANK;BONE SPRING	NMNM092200 (12.5%) NMNM094114 (12.5%)				

CA:

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

Pending W/2 Wolfcamp Communitization Agreement – Township 25 South, Range 34 East, Sec. 34: W /2 Containing 320.00 acres, including only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

Pending E/2 Wolfcamp Communitization Agreement – Township 25 South, Range 34 East, Sec. 34: E /2 Containing 320.00 acres, including only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

Pending W/2 E/2 Bone Spring Communitization Agreement – Township 25 South, Range 34 East, Sec. 34: W/2 E/2 containing 160.00 acres, including only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

Pending E/2 W/2 Bone Spring Communitization Agreement – Township 25 South, Range 34 East, Sec. 34: E/2 W/2 containing 160.00 acres, including only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

#### Oil & Gas metering:

The Stranger 34 CTB 3 central tank battery is in SW/4 & SE/4, S34, T25S, R34E in Lea County, New Mexico.

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

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

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

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

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

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

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

Well Name	Individual Meters								
wenname	Gas Allocation	Oil Allocation	Water Allocation						
STRANGER 33 FED 7H	DVN / *	DVN / *	DVN / *						
STRANGER 33 FED 11H	DVN / *	DVN / *	DVN / *						
STRANGER 33 FED 13H	DVN / *	DVN / *	DVN / *						
STRANGER 33 FED 6H	DVN / *	DVN / *	DVN / *						
STRANGER 33 FED 9H	DVN / *	DVN / *	DVN / *						
STRANGER 34 FED COM 5H	DVN / *	DVN / *	DVN / *						
STRANGER 34 FED COM 9H	DVN / *	DVN / *	DVN / *						
STRANGER 34 FED COM 10H	DVN / *	DVN / *	DVN / *						
STRANGER 34 FED COM 12H	DVN / *	DVN / *	DVN / *						

Meter Owner / Serial Number:

**Oil FMP** 

STRANGER 34 FED COM 2H	DVN / *	DVN / *	DVN / *
STRANGER 34 FED COM 3H	DVN / *	DVN / *	DVN / *
STRANGER 34 FED COM 7H	DVN / *	DVN / *	DVN / *
STRANGER 34 FED COM 8H	DVN / *	DVN / *	DVN / *
Common Me	eters		
VRU Allocation	DVN / *		
Gas FMP	LUCID / *		

MARATHON / \*

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

The total of all oil sales meters will be allocated to each well based on the oil allocation meter located downstream of each well's 3-phase separator. Devon will continue to operate and maintain the Coriolis Meter per BLM applicable regulations, notwithstanding further guidance from the local BLM in regards to proving the Coriolis Meter to meet applicable BLM standards. The total of all gas sales meters will be allocated to each well based on the gas allocation meter located downstream of each well's 3-phase separator and the VRU allocation meter. The VRU allocation meter volumes will be allocated to each well based on the oil allocation meter of each well. The BLM and OCD will be notified of any future changes to the facilities.

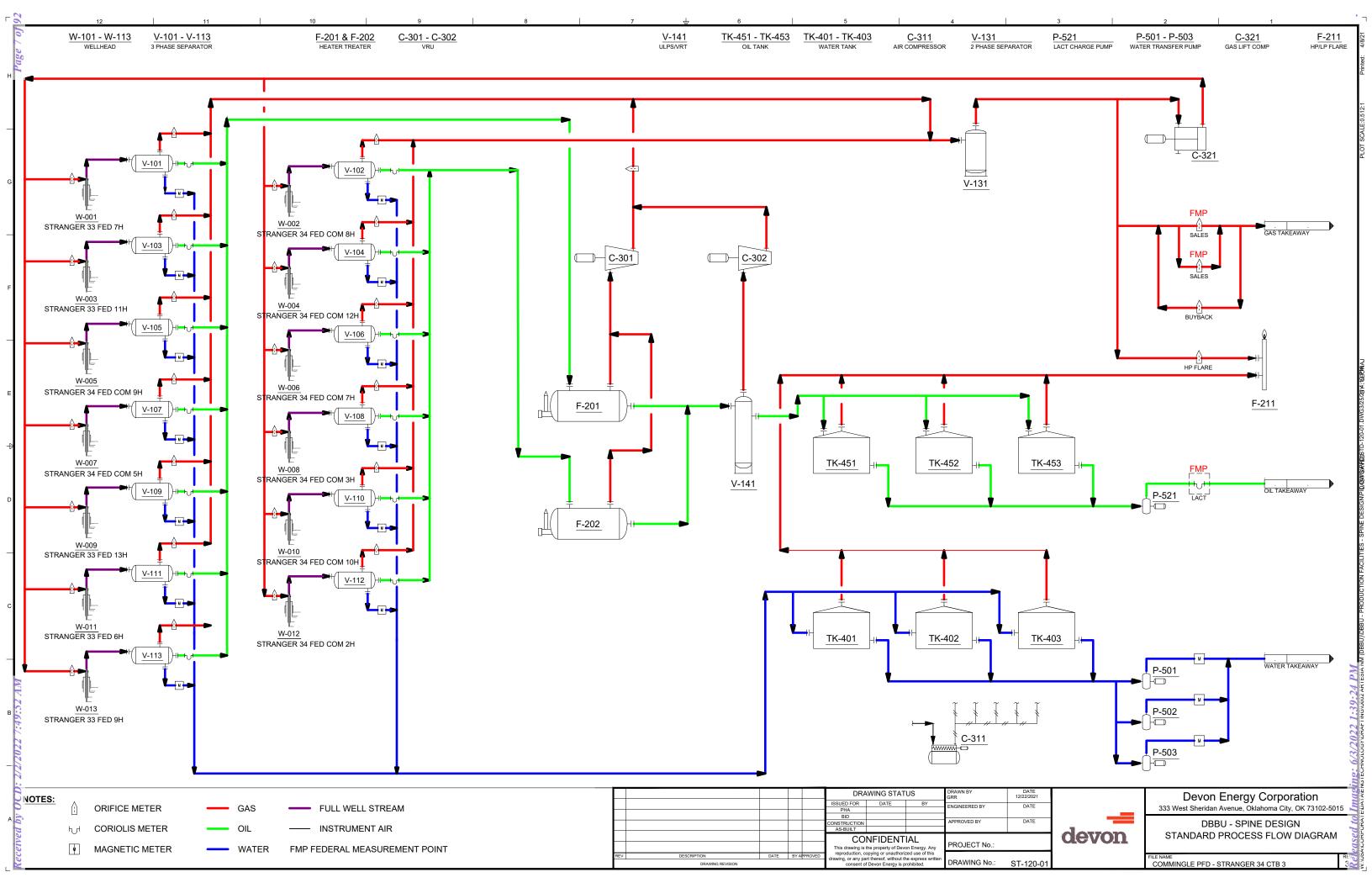
#### **Process and Flow Descriptions:**

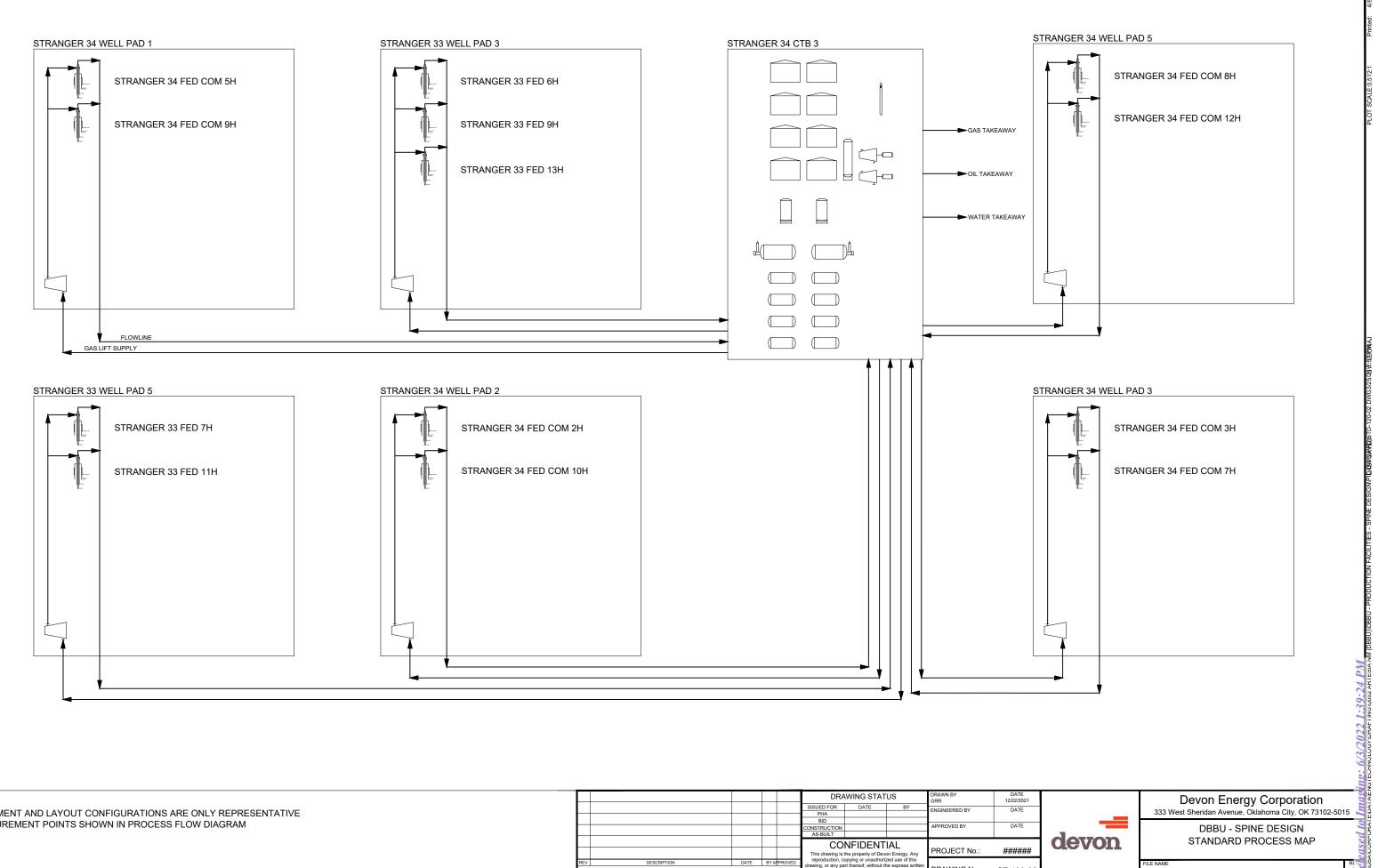
The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

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

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

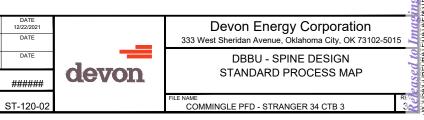
Working, royalty, and overriding interest owners are identical.

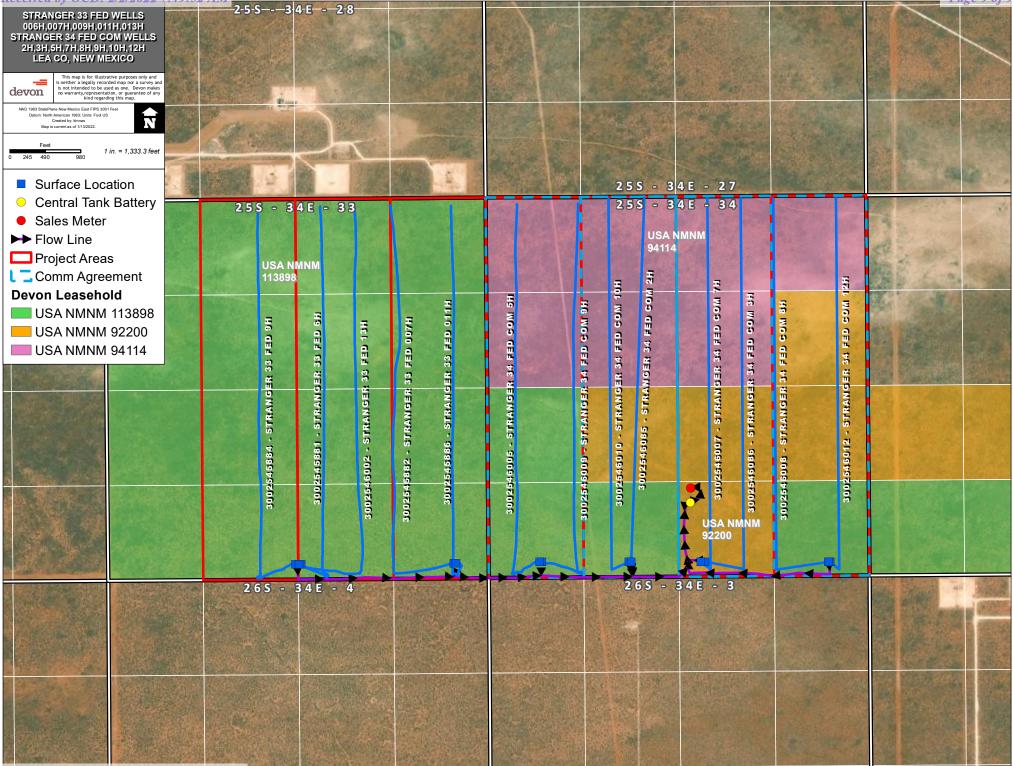




NOTES: 1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE 2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

						WING STAT	-	DRAWN BY GRR	
					ISSUED FOR PHA BID	DATE	BY	ENGINEERED BY	
					CONSTRUCTION AS-BUILT			APPROVED BY	
					CONFIDENTIAL This drawing is the property of Devon Energy. Any		PROJECT No.:		
REV DESCRIPTION DATE BY APPROVED DRAWING REVISION					drawing, or any par	pying or unauthori t thereof, without the Devon Energy is p	ne express written	DRAWING No .:	s





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# **Economic Justification Report** Stranger 34 CTB 3

Well Name & Number	Туре	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
STRANGER 33 FED 006H	Sweet	NMNM113898	12.50%					1450	45.6	2400	1490
STRANGER 33 FED 007H	Sweet	NMNM113898	12.50%					1450	45.6	2400	1490
STRANGER 33 FED 009H	Sweet	NMNM113898	12.50%					1450	45.6	2400	1490
STRANGER 33 FED 011H	Sweet	NMNM113898	12.50%					1450	45.6	2400	1490
STRANGER 33 FED 013H	Sweet	NMNM113898	12.50%					1450	44	2400	1500
STRANGER 34 FED COM 5H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%			1450	45.6	2400	1490
STRANGER 34 FED COM 9H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%			1450	45.6	2400	1490
STRANGER 34 FED COM 2H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%	NMNM092200	12.50%	1450	45.6	2400	1490
STRANGER 34 FED COM 7H	Sweet	NMNM092200	12.50%	NMNM094114	12.50%			1450	45.6	2400	1490
STRANGER 34 FED COM 8H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%	NMNM092200	12.50%	1450	45.6	2400	1490
STRANGER 34 FED COM 12H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%	NMNM092200	12.50%	1450	45.6	2400	1490
STRANGER 34 FED COM 10H	Sweet	NMNM113898	12.50%	NMNM094114	12.50%	NMNM092200	12.50%	1450	44	2400	1500
STRANGER 34 FED COM 3H	Sweet	NMNM092200	12.50%	NMNM094114	12.50%			1450	44	2400	1500
Signed: <u>Reputu</u> De	<u> </u>		Date:	1/31/2022				Econom	nic Comb	ined Pro	duction
Signed. Clauth A	n n n n n n n n n n n n n n n n n n n		. Date.	1/51/2022							Judetion
Printed Name: Rebecca Deal			Title: Regulatory Compliance Specialist					BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
								18850.0	41.7	31200.0	1377.7

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January 31, 2022

Devon Energy Production Company, L.P. 333 West Sheridan Avenue Oklahoma City, OK 73102 405 235 3611 Phone www.devonenergy.com

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

Re: Stranger 34 CTB 3 Lea County, New Mexico

Mr. McClure:

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the BOBCAT DRAW; UPPER WOLFCAMP (Pool code: 98094) and the HARDIN TANK; BONE SPRING (Pool Code: 96661). Upon review of the title information and Devon's records, please be advised that the ownership is identical in these wells.

Name	API	Pool	
STRANGER 33 FED 006H	30-025-45881	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 33 FED 007H	30-025-45882	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 33 FED 009H	30-025-45884	98094	BOBCAT DRAW; UPPER WOLFCAMP
STRANGER 33 FED 011H	30-025-45886	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 33 FED 013H	30-025-46002	96661	HARDIN TANK;BONE SPRING

Name	API	Pool	
STRANGER 34 FED COM 5H	30-025-46005	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 34 FED COM 9H	30-025-46009	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 34 FED COM 2H	30-025-46085	98094	BOBCAT DRAW;UPPER WOLFCAMP

Name	API	Pool	
STRANGER 34 FED COM 7H	30-025-46007	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 34 FED COM 8H	30-025-46008	98094	BOBCAT DRAW;UPPER WOLFCAMP
STRANGER 34 FED COM 12H	30-025-46012	98094	BOBCAT DRAW;UPPER WOLFCAMP

Name	API	Pool	
STRANGER 34 FED COM 10H	30-025-46010	96661	HARDIN TANK;BONE SPRING

Name	API	Pool	
STRANGER 34 FED COM 3H	30-025-46086	96661	HARDIN TANK;BONE SPRING

If you have any questions, please feel free to contact me at (405) 552-6113 or tim.prout@dvn.com.

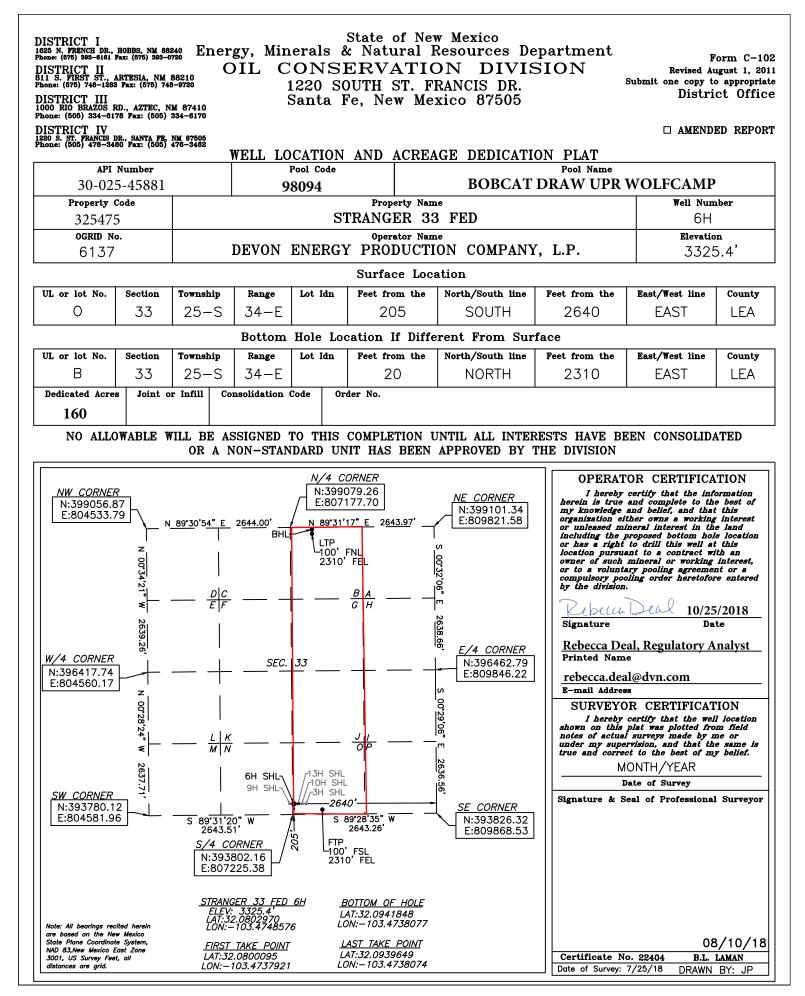
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Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L.P.

im Pront

Tim Prout Sr. Staff Landman



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Intent	•
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AS		ieu

API #			
Operator Name: DEVON ENERGY PF COMPANY, LP.	RODUCTION	Property Name: STRANGER 33 FED	Well Number 6H

# Kick Off Point (KOP)

UL	Section 33	Township 25S	Range 34E	Lot	Feet 305	From N/S FSL	Feet 2310	From E/W FEL	County LEA
Latitu	Latitude						NAD		
	32.080565				-103.47379	83			

### First Take Point (FTP)

UL O	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 2310	From E/W EAST	County LEA
	Latitude 32.0800095				Longitude 103.473	7921			NAD 83

# Last Take Point (LTP)

UL B	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 2310	From E/W EAST	County LEA
Latitude					Longitud	le		NAD	
32.0939649				103.4	738074		83		

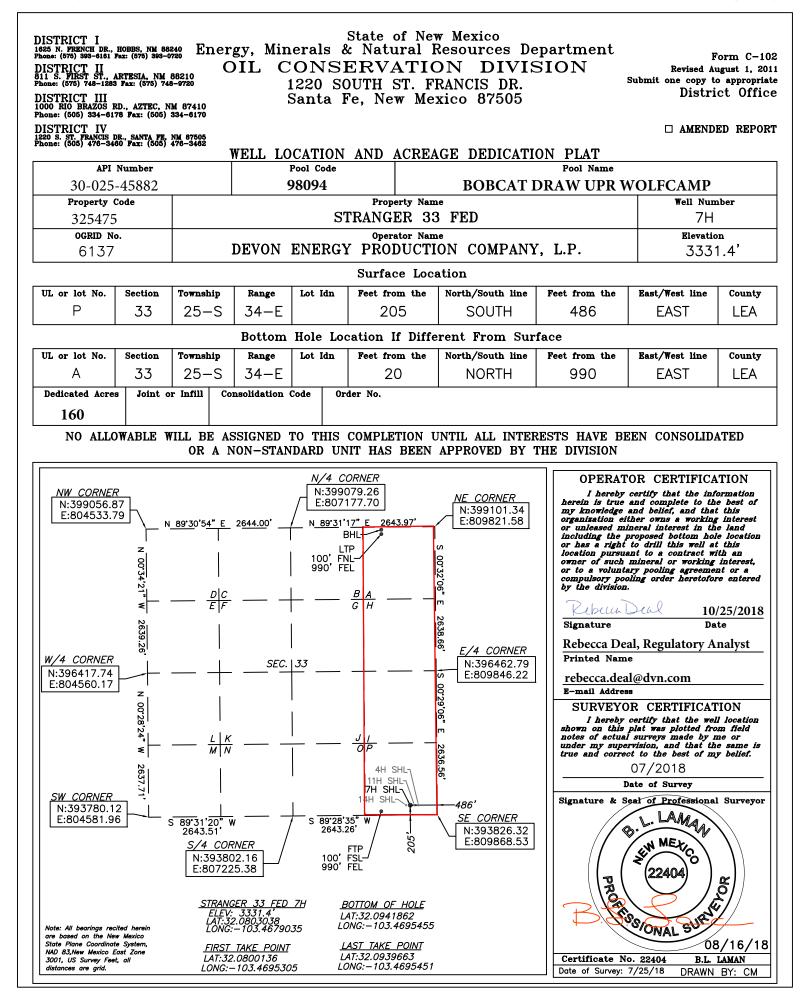
Is this well the defining well for the Horizontal Spacing Unit?

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 #		
	Property Name:	Well Number
Devon Energy Production Co., L.P.	Stranger 33 Fed	10H



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r	1	t	e	r	l	t	

As Drilled
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API #		
Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCT COMPANY, LP.	ION STRANGER 33 FED	7H

#### Kick Off Point (KOP)

UL	Section 33	Township 25S	Range 34E	Lot	Feet 205	From N/S FSL	Feet 990	From E/W FEL	County LEA
Latitu		80307			Longitude	-103.46940	4		NAD 83

# First Take Point (FTP)

UL P	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 990	From E/W EAST	County LEA
Latitu 32.0	<sup>de</sup> )80013	86			Longitude	5305			NAD 83

# Last Take Point (LTP)

UL A	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 990	From E/W EAST	County LEA
Latitude 32.0939663								NAD 83	
32.0939003					100.4	103.4695451			00

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

Is this well an infill well?

	_
Υ	

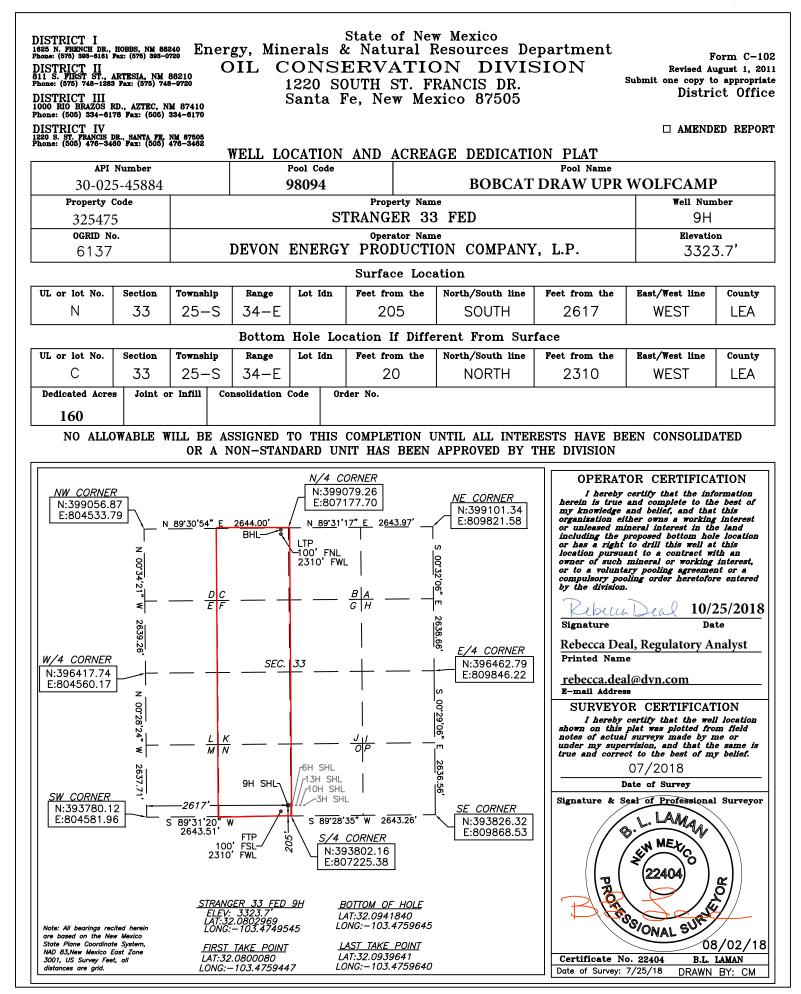
If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

 API #

 Operator Name:
 Property Name:
 Well Number

 DEVON ENERGY PRODUCTION CO.,
 Stranger 33 Fed
 11H

 L.P.
 11H
 11H



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Well Number

9H

Intent	•
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As Drilled	
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API #			
Operator Name:		Property Name:	
DEVON ENERGY P	RODUCTION	STRANGER 33 FED	

Kick Off Point (KOP)

COMPANY, LP.

UL	Section 33	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 2310	From E/W FWL	County LEA
Latitu		79877			Longitude	103.475927			NAD 83

#### First Take Point (FTP)

UL N	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 2310	From E/W WEST	County LEA
Latitu <b>32.0</b>	<sup>de</sup> )80008	80			Longitude 103.475	9447			NAD 83

# Last Take Point (LTP)

UL C	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 2310	From E/W WEST	County LEA
Latitu	de				Longitud	le		NAD	
32.0939641					103.4	759640		83	

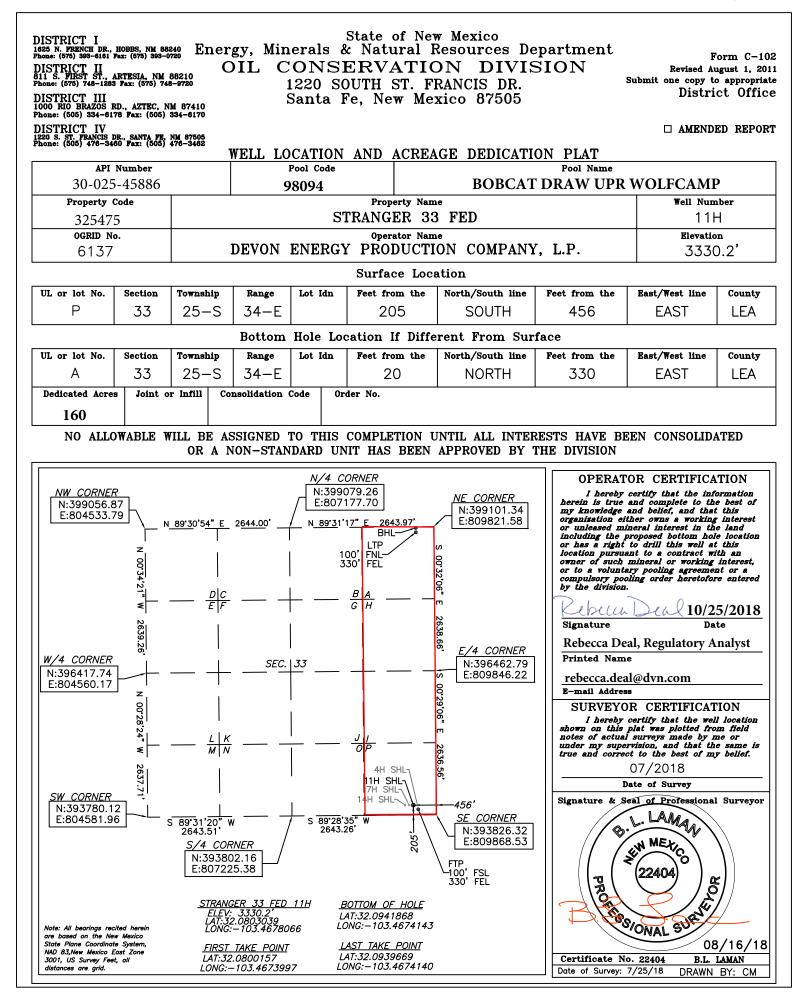
Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

Ν

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

API #		
Operator Name:	Property Name:	Well Number



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Intent	•
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As Drilled		As	Dril	led
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API #			
Operator Name: DEVON ENERGY PR	ODUCTION	Property Name: STRANGER 33 FED	Well Number 11H
COMPANY, LP.			

# Kick Off Point (KOP)

UL	Section 33	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 330	From E/W FEL	County LEA
Latitu	Latitude Longitude								NAD
32.079875 -103.4674						4		83	

### First Take Point (FTP)

UL P	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 330	From E/W EAST	County LEA
Latitu 32.0	<sup>ide</sup> )80015	57			Longitude <b>103.467</b>	3997			NAD 83

# Last Take Point (LTP)

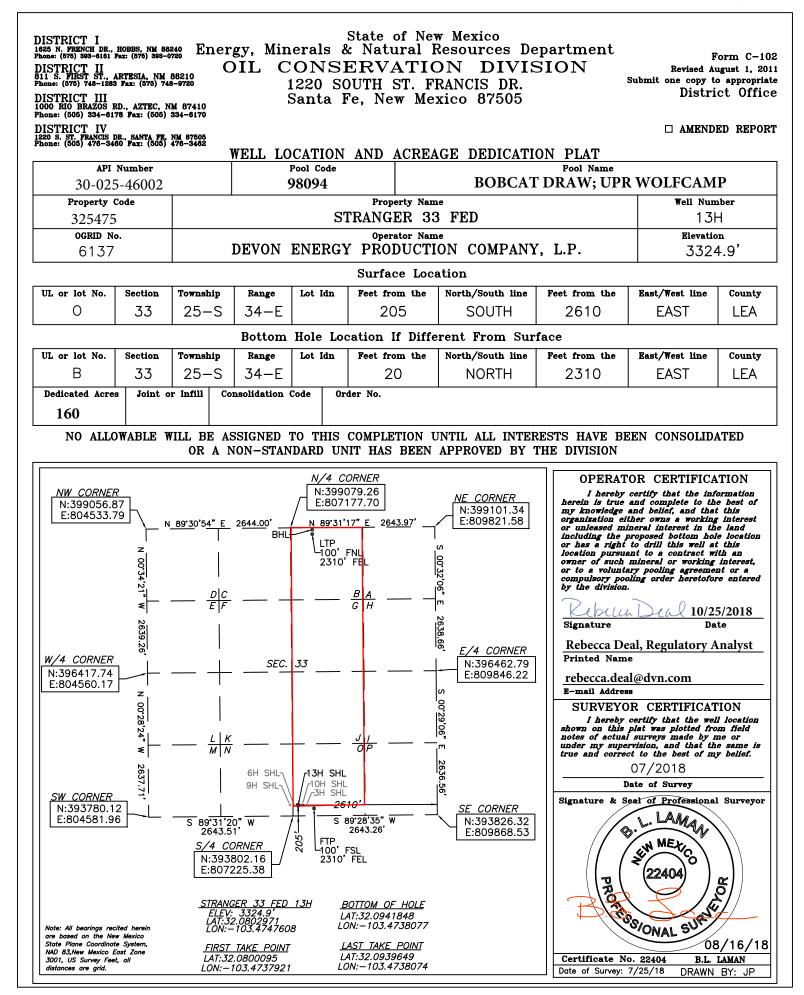
UL A	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 330	From E/W EAST	County LEA
Latitude					Longitud	le		NAD	
32.0939669					103.4	674140		83	

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

Is this well an infill well?

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

API #		
Operator Name:	Property Name:	Well Number



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API #			
Operator Name: DEVON ENERGY PRC	DUCTION	Property Name: STRANGER 33 FED	Well Number 13H
COMPANY, LP.			

#### Kick Off Point (KOP)

UL	Section 33	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 2310	From E/W FEL	County LEA
Latitu	Latitude Longitude								NAD
	32.079865					103.473797	,		83

### First Take Point (FTP)

UL O	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 2310	From E/W EAST	County LEA
Latitude 32.0800095			Longitude	7921			NAD 83		

# Last Take Point (LTP)

UL B	Section 33	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 2310	From E/W EAST	County LEA
Latitu	de				Longitud	le		NAD	
32.0939649				103.4	738074		83		

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

Is this well an infill well?

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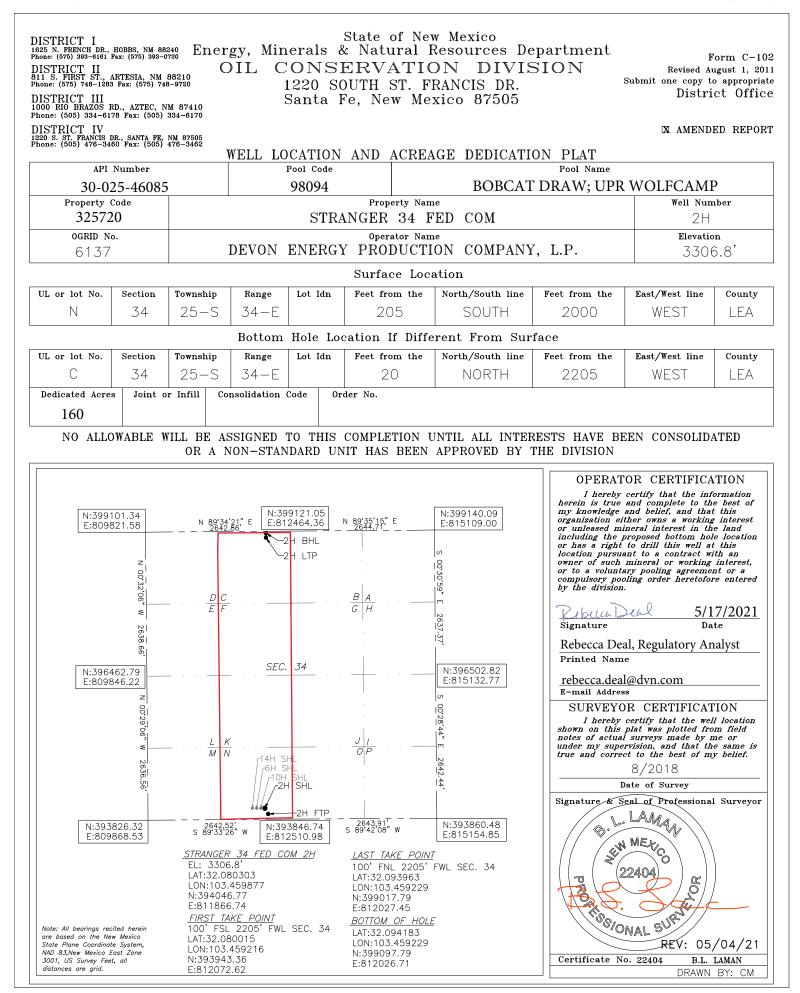
If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

 API #

 Operator Name:
 Property Name:
 Well Number

 DEVON ENERGY PRODUCTION CO.
 Stranger 33 Fed
 10H

 L.P.
 10H
 10H



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API #		
Operator Name:	Property Name:	Well Number

# Kick Off Point (KOP)

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

#### First Take Point (FTP)

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

### Last Take Point (LTP)

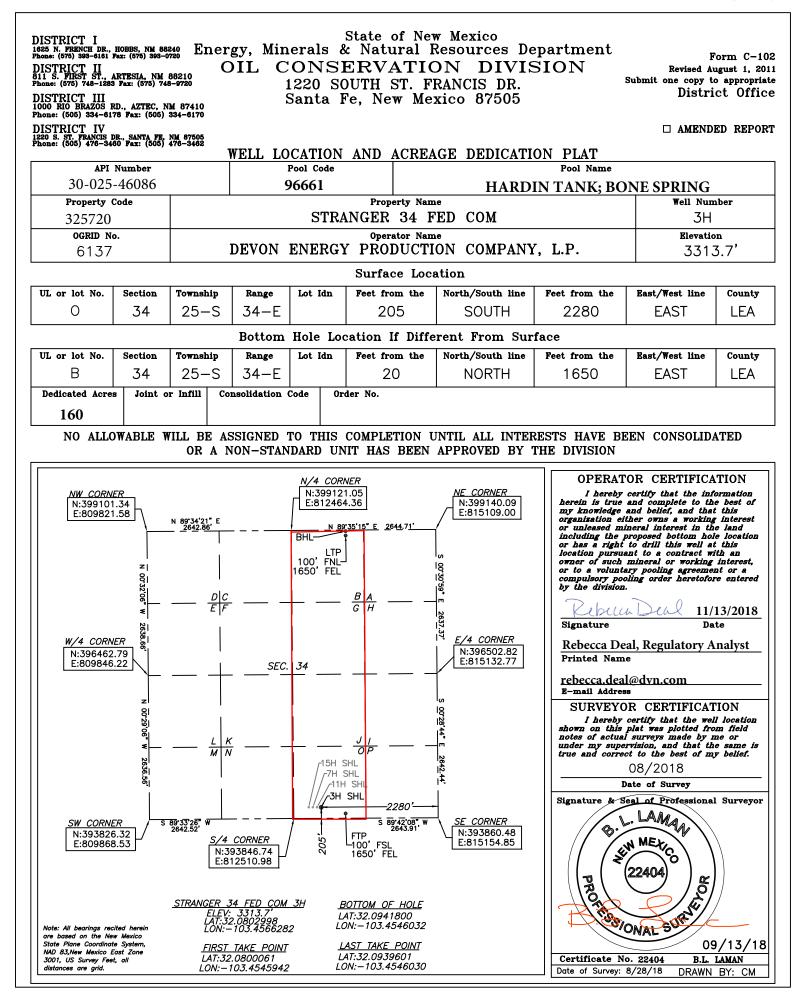
UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitu	de				Longituc	le			NAD

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

Is this well an infill well?

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

Operator Name: Property Name: Well Number	API #		
	Operator Name:	Property Name:	Well Number



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Well Number

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API #			
Operator Name:		Property Name:	We
DEVON ENERGY P	RODUCTION	STRANGER 34 FED COM	3H
COMPANY, LP.			

Kick Off Point (KOP)

UL	Section <b>34</b>	Township 258	Range <b>34E</b>	Lot	Feet <b>205</b>	From N/S <b>FSL</b>	Feet 1650	From E/W FEL	County LEA
Latitude				Longitude		NAD			
32.080286					-103.454	83			

#### First Take Point (FTP)

UL O	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 1650	From E/W EAST	County LEA
Latitude 32.0800061				Longitude	5942			NAD 83	

# Last Take Point (LTP)

UL B	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 1650	From E/W EAST	County LEA
Latitude				Longitud	le		NAD		
				103.4	546030		83		

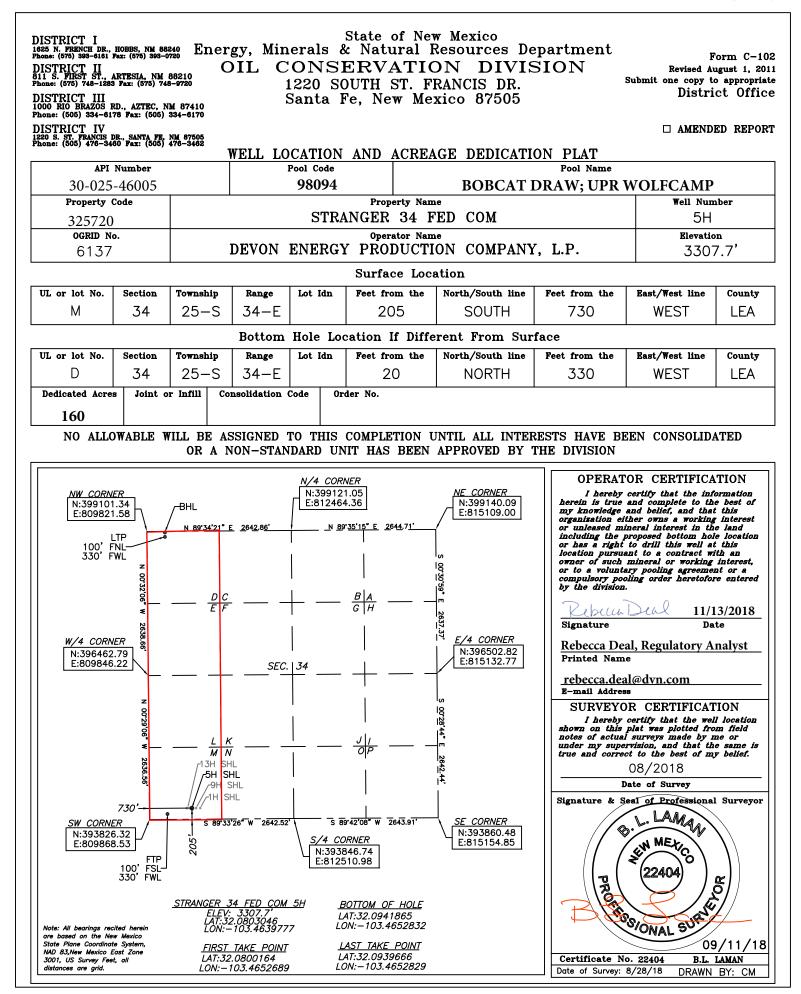
Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

Ν

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

API #		
Operator Name:	Property Name:	Well Number



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API	#		

Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION COMPANY, LP.	STRANGER 34 FED COM	5H

# Kick Off Point (KOP)

UL	Section 34	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 330	From E/W FWL	County LEA
Latitu	Latitude				Longitude		NAD		
	32.079887				-	103.465273	83		

### First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	34	25	34		100	SOUTH	330	WEST	LEA
Latitude 32.0800164				Longitude 103.4652	2689			NAD 83	

# Last Take Point (LTP)

UL D	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 330	From E/W WEST	County LEA
Latitude				Longitud	le		NAD		
				103.4	652829		83		

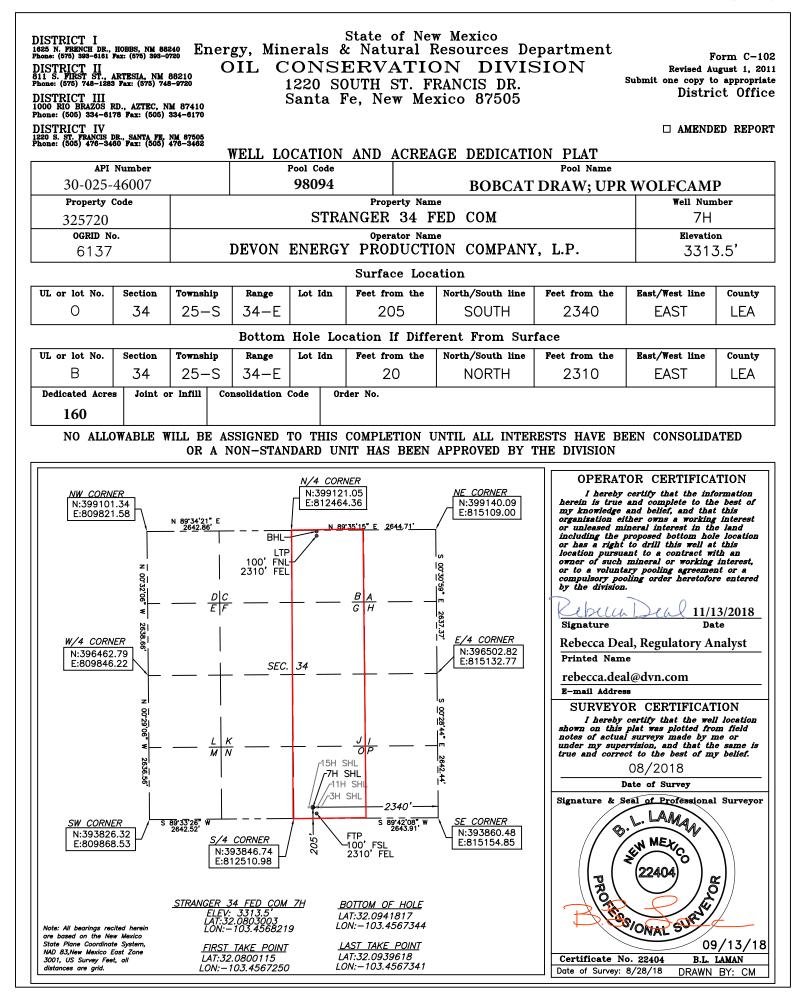
Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

Υ

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 Produ	uction Co., L.P.	Property Name: Stranger 34 Fed Com	9Н



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API #		
Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION COMPANY, LP.	STRANGER 34 FED COM	7H

### Kick Off Point (KOP)

UL	Section 34	Township 25S	Range <b>34E</b>	Lot	Feet <b>50</b>	From N/S FSL	Feet <b>2310</b>	From E/W FEL	County LEA
Latitude					Longitude		NAD		
	32.079874				-	103.456729	83		

### First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	34	25	34		100	SOUTH	2310	EAST	LEA
Latitu <b>32.0</b>	<sup>de</sup> )80011	5			Longitude 103.456	7250			NAD 83

# Last Take Point (LTP)

UL B	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 2310	From E/W EAST	County LEA
Latitude					Longituc	le		NAD	
32.0939618					103.4567341				83

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

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.

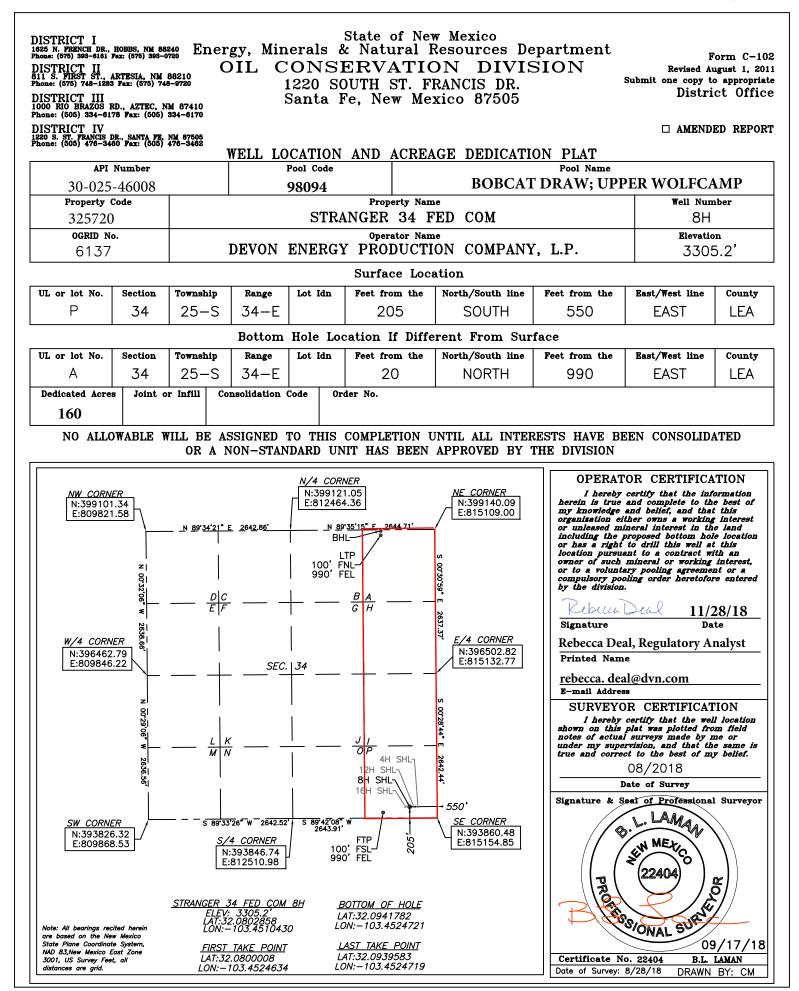
 API #

 Operator Name:

 Devon Energy Production Co., L.P.

 Stranger 34 Fed Com

 11H



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As Drilled	

АРІ #			
Operator Name: DEVON ENERGY PI COMPANY, LP.	RODUCTION	Property Name: STRANGER 34 FED COM	Well Number 8H

#### Kick Off Point (KOP)

UL	Section 34	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 950	From E/W	County LEA
Latitude					Longitude		NAD		
32.079869				-103.452	2339	83			

# First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	34	25	34		100	SOUTH	990	EAST	LEA
Latitu <b>32.0</b>	<sup>de</sup> )80000	8			Longitude	4634			NAD 83

# Last Take Point (LTP)

UL A	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 990	From E/W EAST	County LEA
Latitude					Longitud	le		NAD	
32.0939583					103.4	524719		83	

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

Is this well an infill well?

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

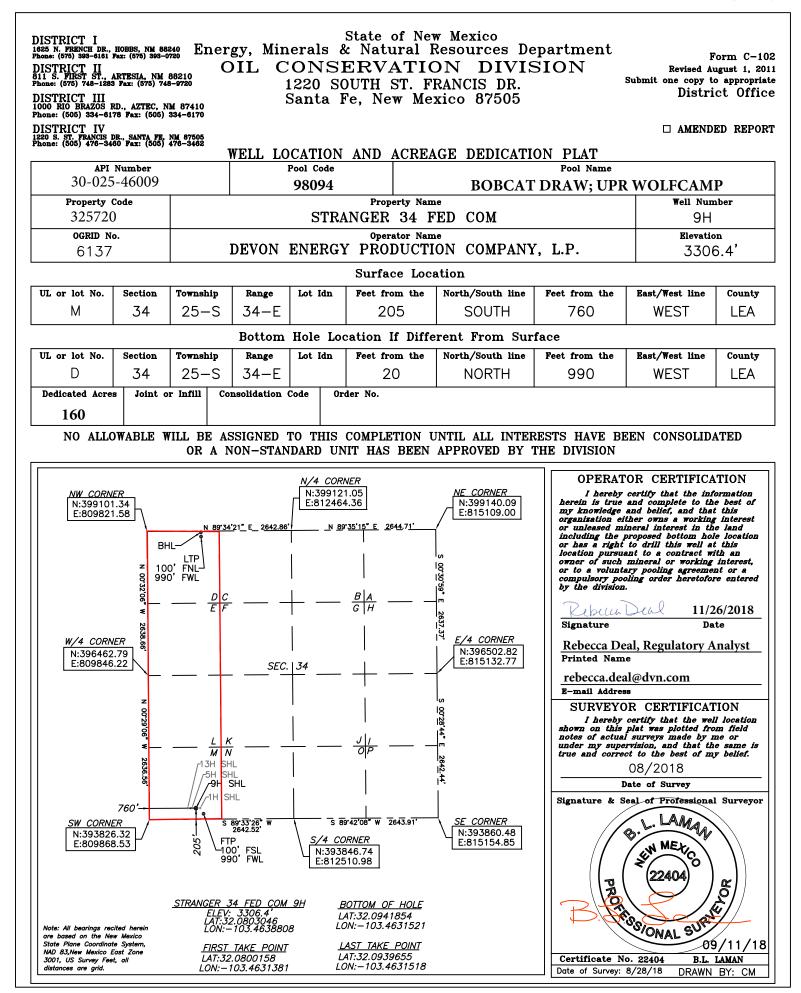
 API #

 Operator Name:

 DEVON ENERGY PRODUCTION CO.,

 L.P.

Property Name:
Well Number
12H



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API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: STRANGER 34 FED COM	Well Number 9H

# Kick Off Point (KOP)

UL	Section 34	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 330	From E/W FWL	County LEA
Latitu 32.0	<sup>ide</sup> )79887	,			Longitude -103.465	5273			NAD 83

# First Take Point (FTP)

UL M	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S SOUTH	Feet 990	From E/W WEST	County LEA
Latitu <b>32.0</b>	<sup>de</sup> )80015	58			Longitude	1381			NAD 83

# Last Take Point (LTP)

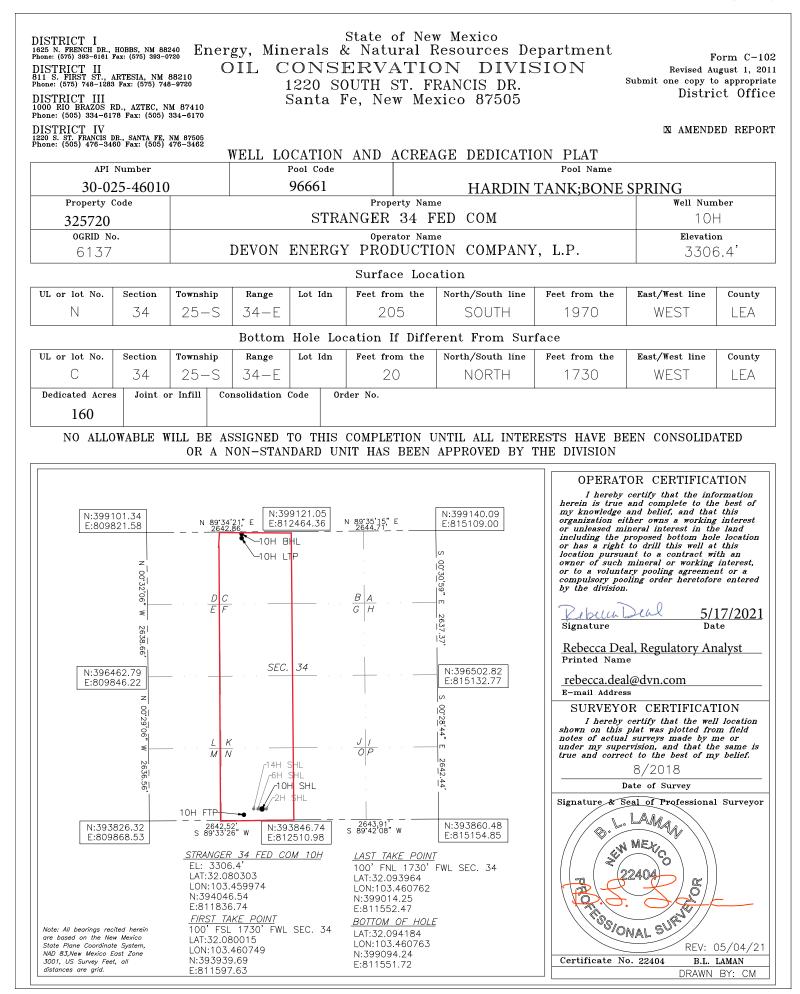
UL D	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 990	From E/W WEST	County LEA
Latitude					Longitud	le		NAD	
					103.4	631518		83	

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



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API #

30-025-46010			
Operator Name:		Property Name:	Well Number
DEVON ENERGY P COMPANY, LP.	RODUCTION	STRANGER 34 FED COM	10H

#### Kick Off Point (KOP)

UL	Section 34	Township 25S	Range 34E	Lot	Feet 40	From N/S FSL	Feet 1730	From E/W FWL	County LEA
Latitude					Longitude				NAD
	32.0798				-	103.4608			83

# First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	34	<b>25-S</b>	<b>34-E</b>		100	SOUTH	1730	WEST	LEA
Latitu <b>32.</b>	<sup>de</sup> 0800	15			Longitude <b>103.46</b>	0749			NAD 83

# Last Take Point (LTP)

UL C	Section 34	Township 25-S	Range <b>34-E</b>	Lot	Feet 100	From N/S	Feet 1730	From E/W WEST	County LEA
Latitude				0	Longitude			NAD	
32.093964					103.460762			83	

Y

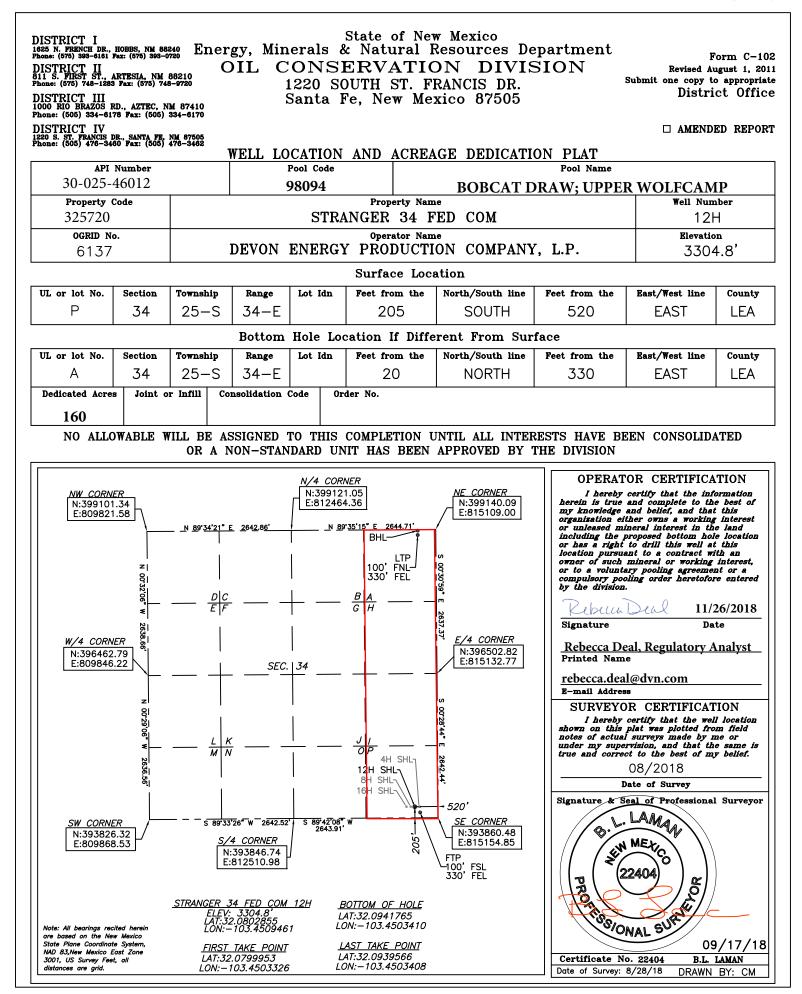
Is this well the defining well for the Horizontal Spacing Unit?

Is this well an infill well?

Ν

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

API #		
Operator Name:	Property Name:	Well Number



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API #

Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION COMPANY, LP.	STRANGER 34 FED COM	12H

### Kick Off Point (KOP)

UL	Section 34	Township 25S	Range 34E	Lot	Feet 50	From N/S FSL	Feet 345	From E/W	County LEA
	Latitude 32.079856				Longitude -103.450	)385	NAD 83		

# First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	34	25	34		100	SOUTH	330	EAST	LEA
	Latitude 32.0799953				Longitude <b>103.450</b>	3326			NAD 83

# Last Take Point (LTP)

UL A	Section 34	Township 25	Range 34	Lot	Feet 100	From N/S NORTH	Feet 330	From E/W EAST	County LEA
Latitude				Longitud			NAD		
32.0939566				103.4	503408		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 October, 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:

## Township 25 South, Range 34 East, N.M.P.M

## Section 34: E/2

#### Lea County, New Mexico

Containing <u>320.00</u> acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 communitized 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.

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 October 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

> Devon Energy Production Company, L.P. (Operator, Record Title and Operating Rights Owner)

2

Date

Lindsey N. Miles, Land Manager

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

By:\_\_\_

STATE OF OKLAHOMA	)
	) SS
COUNTY OF OKLAHOMA	)

This instrument was acknowledged before me on \_\_\_\_\_\_, 2022, by Lindsey N. Miles, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)

Signature of Notarial Officer

My Commission Expires:

EOG Resources, Inc. (Record Title Owner)

By:\_\_\_\_\_

Name: \_\_\_\_\_

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

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

 STATE OF \_\_\_\_\_ )

 SS

 COUNTY OF \_\_\_\_\_ )

Date

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of

(Seal)

Signature of Notarial Officer

My Commission Expires:

# EXHIBIT "A"

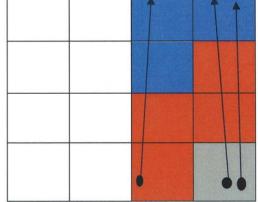
Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 320.00 acres in the E/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Wolfcamp Formation

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

Tract 1: USA NMNM-113898 (40.00 acres)



Tract 2: USA NMNM-94114 (120.00 acres)



7H, 8H, 12H



**Tract 3:** USA NMNM-92200 (160.00 acres)



<u>Stranger 34 Fed Com 7H</u> SHL: Sec. 34-25S-34E 205' FSL & 2340' FEL BHL: Sec. 34-25S-34E 20' FNL & 2310' FEL

Stranger 34 Fed Com 8H

SHL: Sec. 34-25S-34E 205' FSL & 550' FEL BHL: Sec. 34-25S-34E 20' FNL & 990' FEL

Stranger 34 Fed Com 12H SHL: Sec. 34-25S-34E 205' FSL & 520' FEL BHL: Sec. 34-25S-34E 20' FNL & 330' FEL

*Received by OCD: 2/2/2022 7:49:52 AM* 

# EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 320.00 acres in the E/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Wolfcamp Formation

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

# DESCRIPTION OF LEASES COMMITTED

Lease Serial Number:	NMNM 113898					
Lease Date:	December 1, 1993					
Lease Term:	10 Years					
Lessor:	United States of America					
Original Lessee:	Mitchell Energy Corporation					
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the SE/4SE/4					
Number of Acres:	40.00					
Current Lessee of Record:	Devon Energy Production Company, L.P.					
Royalty Rate:	12.50%					
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%					
	55					

# Tract No. 1

ORRI Owners:

None.

# Tract No. 2

Lease Serial Number:	NMNM 94114					
Lease Date:	December 1, 1994					
Lease Term:	10 Years					
Lessor:	United States of America					
Original Lessee:	Enron Oil & Gas Company					
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the W/2NE/4 and NE/4NE/4					
Number of Acres:	120.00					
Current Lessee of Record:	EOG Resources, Inc.					
Royalty Rate:	12.50%					
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%					
ORRI Owners:	None.					
Tract No. 3						
Lease Serial Number:	NMNM 92200					
Lease Date:	December 1, 1993					
Lease Term:	10 Years					
Lessor:	United States of America					
Original Lessee:	Mitchell Energy Corporation					
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the SE/4NE/4, N/2SE/4 and SW/4SE/4					

Number of Acres:	160.00	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	12.50%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100.000000%
ORRI Owners:	None.	

# Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	40.00	12.50000%
2	120.00	37.50000%
3	160.00	50.0000%
Total	320.00	100%

# Federal Communitization Agreement

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

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

#### Township 25 South, Range 34 East, N.M.P.M

#### Section 34: E/2W/2

#### Lea County, New Mexico

Containing <u>160.00</u> acres, and this agreement shall include only the <u>Bone Spring</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 communitized 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.

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 October 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

> Devon Energy Production Company, L.P. (Operator, Record Title and Operating Rights Owner)

By:\_\_

Lindsey N. Miles, Land Manager

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA ) ) SS COUNTY OF OKLAHOMA )

Date

This instrument was acknowledged before me on \_\_\_\_\_\_, 2022, by Lindsey N. Miles, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)

Signature of Notarial Officer

My Commission Expires:

EOG Resources, Inc. (Record Title Owner)

Date

By:\_\_\_\_\_

Name: \_\_\_\_\_\_

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

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

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

This	instrument	was	acknowledged	before	me	on	, 2022,	by
				_, as				of

(Seal)

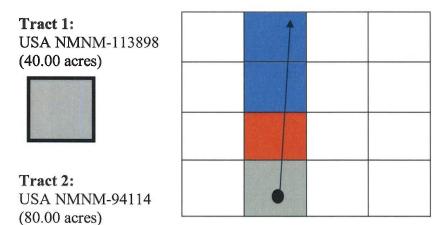
Signature of Notarial Officer

My Commission Expires:

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 160.00 acres in the E/2W/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Bone Spring Formation

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



10H



Tract 3: USA NMNM-92200 (40.00 acres)



<u>Stranger 34 Fed Com 10H</u> SHL: Sec. 34-25S-34E 205' FSL & 1970' FWL BHL: Sec. 34-25S-34E 20' FNL & 2310' FWL

# EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 160.00 acres in the E/2W/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Bone Spring Formation

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

# DESCRIPTION OF LEASES COMMITTED

Lease Serial Number:	NMNM 113898
Lease Date:	December 1, 1993
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Mitchell Energy Corporation
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the SE/4SW/4
Number of Acres:	40.00
Current Lessee of Record:	Devon Energy Production Company, L.P.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%

None.

# Tract No. 1

Stranger 34 Fed Com 10H

ORRI Owners:

×

# Tract No. 2

Lease Serial Number:	NMNM 94114
Lease Date:	December 1, 1994
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Enron Oil & Gas Company
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the E/2NW/4
Number of Acres:	80.00
Current Lessee of Record:	EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%
ORRI Owners:	None.
Tract No. 3	
Lease Serial Number:	NMNM 92200
Lease Date:	December 1, 1993
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Mitchell Energy Corporation
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the NE/4SW/4

Number of Acres:	40.00	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	12.50%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100.0000000%
ORRI Owners:	None.	

# Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	40.00	25.00000%
2	80.00	50.00000%
3	40.00	25.0000%
Total	160.00	100%

# Federal Communitization Agreement

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

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

## Township 25 South, Range 34 East, N.M.P.M

Section 34: W/2

Lea County, New Mexico

Containing <u>320.00</u> acres, and this agreement shall include only the <u>Wolfcamp</u>\_Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 communitized 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 October 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

> Devon Energy Production Company, L.P. (Operator, Record Title and Operating Rights Owner)

By:\_\_

Lindsey N. Miles, Land Manager

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA ) ) SS COUNTY OF OKLAHOMA )

Date

This instrument was acknowledged before me on \_\_\_\_\_\_, 2022, by Lindsey N. Miles, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)

Signature of Notarial Officer

My Commission Expires:

EOG Resources, Inc. (Record Title Owner)

Date

By:\_\_\_\_\_

Name:

Title:

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

 STATE OF \_\_\_\_\_\_ )

 SS

 COUNTY OF \_\_\_\_\_ )

This	instrument	was	acknowledged	before	me	on	, 2022,	by
				_, as				of

(Seal)

Signature of Notarial Officer

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

Stranger 34 Fed Com 5H and 9H

•

# EXHIBIT "A"

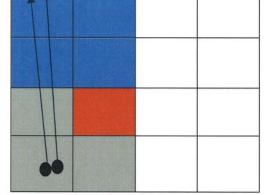
Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 320.00 acres in the W/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Wolfcamp Formation

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

Tract 1: USA NMNM-113898 (120.00 acres)



Tract 2: USA NMNM-94114 (160.00 acres)



5H, 9H



**Tract 3:** USA NMNM-92200 (40.00 acres)



<u>Stranger 34 Fed Com 5H</u> SHL: Sec. 34-25S-34E 205' FSL & 730' FWL BHL: Sec. 34-25S-34E 20' FNL & 330' FWL

Stranger 34 Fed Com 9H

SHL: Sec. 34-25S-34E 205' FSL & 760' FWL BHL: Sec. 34-25S-34E 20' FNL & 990' FWL

# EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 320.00 acres in the W/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Wolfcamp Formation

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

## DESCRIPTION OF LEASES COMMITTED

	)
Lease Serial Number:	NMNM 113898
Lease Date:	December 1, 1993
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Mitchell Energy Corporation
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the W/2SW/4 and SE/4SW/4
Number of Acres:	120.00
Current Lessee of Record:	Devon Energy Production Company, L.P.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%

. 11 A

Tract No. 1

ORRI Owners:

None.

# Tract No. 2

Lease Serial Number:	NMNM 94114
Lease Date:	December 1, 1994
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Enron Oil & Gas Company
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the NW/4
Number of Acres:	160.00
Current Lessee of Record:	EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%
ORRI Owners:	None.
Tract No. 3	
Lease Serial Number:	NMNM 92200
Lease Date:	December 1, 1993
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Mitchell Energy Corporation
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the NE/4SW/4

Number of Acres:	40.00	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	12.50%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100.000000%
ORRI Owners:	None.	

# Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	120.00	37.50000%
2	160.00	50.00000%
3	40.00	12.50000%
Total	320.00	100%

# Federal Communitization Agreement

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

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

#### Township 25 South, Range 34 East, N.M.P.M

#### Section 34: W/2E/2

#### Lea County, New Mexico

Containing <u>160.00</u> acres, and this agreement shall include only the <u>Bone Spring</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 communitized 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 October 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

> Devon Energy Production Company, L.P. (Operator, Record Title and Operating Rights Owner)

Lindsey N. Miles, Land Manager

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

By:\_\_

STATE OF OKLAHOMA ) ) SS COUNTY OF OKLAHOMA )

Date

This instrument was acknowledged before me on \_\_\_\_\_\_, 2022, by Lindsey N. Miles, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)

Signature of Notarial Officer

My Commission Expires:

EOG Resources, Inc. (Record Title Owner)

Date

By:\_\_\_\_\_

Name: \_\_\_\_\_

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

# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

 STATE OF \_\_\_\_\_ )

 STATE OF \_\_\_\_\_ )

 SS

 COUNTY OF \_\_\_\_\_ )

This	instrument	was	acknowledged	before	me	on	, 202	2,	by
				_, as					of

(Seal)

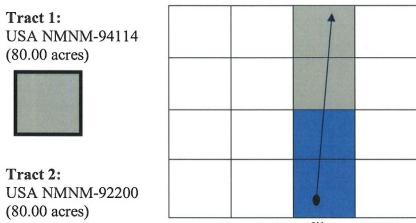
Signature of Notarial Officer

My Commission Expires:

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 160.00 acres in the W/2E/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Bone Spring Formation

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



3H



Stranger 34 Fed Com 3H SHL: Sec. 34-25S-34E 205' FSL & 2280' FEL BHL: Sec. 34-25S-34E 20' FNL & 1650' FEL

#### EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2021, covering 160.00 acres in the W/2E/2 of Section 34, Township 25 South, Range 34 East, Lea County, New Mexico, Bone Spring Formation

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

### DESCRIPTION OF LEASES COMMITTED

# Tract No. 1

Lease Serial Number:	NMNM 94114
Lease Date:	December 1, 1994
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Enron Oil & Gas Company
Description of Land Committed:	<u>Township 25 South, Range 34 East</u> Section 34: Insofar and only insofar as said lease covers the W/2NE/4
Number of Acres:	80.00
Current Lessee of Record:	EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%
ORRI Owners:	None.
Tract No. 2	
Lease Serial Number:	NMNM 92200
Lease Date:	December 1, 1993
Stranger 34 Fed Com 3H	

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Lease Term:	10 Years			
Lessor:	United States of America			
Original Lessee:	Mitchell Energy Corporation			
Description of Land Committed:	Township 25 South, Range 34 East Section 34: Insofar and only insofar as said lease covers the W/2SE/4			
Number of Acres:	80.00			
Current Lessee of Record:	Devon Energy Production Company, L.P.			
Royalty Rate:	12.50%			
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100.000000%			
ORRI Owners:	None.			

# Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area	
1	80.00	50.00000%	
2	80.00	50.00000%	
Total	160.00	100%	

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
STRANGER 33	11H	3002545886	NMNM113898	NMNM113898	DEVON
STRANGER 33	6H	3002545881	NMNM113898	NMNM113898	DEVON
STRANGER 34	5H	3002546005	NMNM113898	NMNM113898	DEVON
STRANGER 33	13H	3002546002	NMNM113898	NMNM113898	DEVON
STRANGER 34	7H	3002546007	NMNM92200	NMNM92200	DEVON
STRANGER 34	9Н	3002546009	NMNM113898	NMNM113898	DEVON
STRANGER 34	2H	3002546085	NMNM113898	NMNM113898	DEVON
STRANGER 33	9H	3002545884	NMNM113898	NMNM113898	DEVON
STRANGER 33	7H	3002545882	NMNM113898	NMNM113898	DEVON
STRANGER 34	10H	3002546010	NMNM113898	NMNM113898	DEVON
STRANGER 34	8H	3002546008	NMNM113898	NMNM113898	DEVON
STRANGER 34	12H	3002546012	NMNM113898	NMNM113898	DEVON
STRANGER 34	ЗН	3002546086	NMNM92200	NMNM92200	DEVON

#### Notice of Intent

Sundry ID: 2653420

Type of Submission: Notice of Intent

Date Sundry Submitted:

Date proposed operation will begin: 01/20/2022

Type of Action: Commingling (Surface) Time Sundry Submitted:

**Procedure Description:** APPLICATION FOR COMMINGLE AT STRANGER 34 CTB 3CENTRAL TANK BATTERY Per 43 CFR 3173.14 (a)(1)(i-iv) - (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, Devon Energy Production Company, LP is requesting approval for a Pool/Lease Commingle. Please see attached application.

#### **Surface Disturbance**

Is any additional surface disturbance proposed?: No

**NOI Attachments** 

**Procedure Description** 

Stranger\_34\_CTB\_3\_Submitted\_Comming\_App\_BLM\_20220120101810.pdf

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	REBECCA DEAL			
Name: DEVON ENERGY PROD	DUCTION COMPANY LF			
Title: Regulatory Compliance Pr	rofessional			
Street Address: 333 West Shee	Street Address: 333 West Sheridan Avenue			
City: Oklahoma City	State: OK			
<b>Phone:</b> (405) 228-8429				
Email address: Rebecca.Deal@	@dvn.com			

#### **Field Representative**

 Representative Name:

 Street Address:

 City:
 State:
 Zip:

 Phone:

 Email address:

Signed on: JAN 20, 2022 10:18 AM

From:	Engineer, OCD, EMNRD
То:	Green, Chelsey
Cc:	McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover, James; Paradis, Kyle Q; Walls, Christopher; Harms, Jenny
Subject:	Approved Administrative Order PLC-831
Date:	Friday, June 3, 2022 12:08:15 PM
Attachments:	PLC831 Order.pdf

NMOCD has issued Administrative Order PLC-831 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
30-025-45881	Stranger 33 Federal #6H	W/2 E/2	33-25S-34E	98094
30-025-45882	Stranger 33 Federal #7H	E/2 E/2	33-25S-34E	98094
30-025-45884	Stranger 33 Federal #9H	E/2 W/2	33-25S-34E	98094
30-025-45886	Stranger 33 Federal #11H	E/2 E/2	33-25S-34E	98094
30-025-46002	Stranger 33 Federal #13H	W/2 E/2	33-25S-34E	96661
30-025-46005	Stranger 34 Federal Com #5H	W/2 W/2	34-25S-34E	98094
30-025-46009	Stranger 34 Federal Com #9H	W/2 W/2	34-25S-34E	98094
30-025-46085	Stranger 34 Federal Com #2H	E/2 W/2	34-25S-34E	98094
30-025-46007	Stranger 34 Federal Com #7H	W/2 E/2	34-25S-34E	98094
30-025-46008	Stranger 34 Federal Com #8H	E/2 E/2	34-25S-34E	98094
30-025-46012	Stranger 34 Federal Com #12H	E/2 E/2	34-25S-34E	98094
30-025-46010	Stranger 34 Federal Com #10H	E/2 W/2	34-25S-34E	96661
30-025-46086	Stranger 34 Federal Com #3H	W/2 E/2	34-25S-34E	96661

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

# 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-831**

# **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.

Order No. PLC-831

# **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.

# <u>ORDER</u>

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

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

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

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a 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 commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

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

Order No. PLC-831

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, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

- 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



DATE: 6/03/2022

# State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit A**

Order: PLC-831 Operator: Devon Energy Production Company, LP (6137) Central Tank Battery: Stranger 34 Central Tank Battery 3 Central Tank Battery Location: UL O, Section 34, Township 25 South, Range 34 East Gas Title Transfer Meter Location: UL O, Section 34, Township 25 South, Range 34 East

Po	ols
----	-----

Pool Name	Pool Code
HARDIN TANK; BONE SPRING	96661
<b>BOBCAT DRAW; UPPER WOLFCAMP</b>	98094

Leases as defined in 19.15.12.7(C) NMAC			
Lease	UL or Q/Q	S-T-R	
NMNM 113898	All	33-25S-34E	
NIVINIVI 113070	LMNP	34-25S-34E	
NMNM 094114	<b>ABCDEFG</b>	34-25S-34E	
NMNM 092200	H I J K O	34-25S-34E	

#### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45881	Stranger 33 Federal #6H	W/2 E/2	33-25S-34E	98094
30-025-45882	Stranger 33 Federal #7H	E/2 E/2	33-25S-34E	98094
30-025-45884	Stranger 33 Federal #9H	E/2 W/2	33-25S-34E	<b>98094</b>
30-025-45886	Stranger 33 Federal #11H	E/2 E/2	33-25S-34E	<b>98094</b>
30-025-46002	Stranger 33 Federal #13H	W/2 E/2	33-25S-34E	96661
30-025-46005	Stranger 34 Federal Com #5H	W/2 W/2	34-25S-34E	98094
30-025-46009	Stranger 34 Federal Com #9H	W/2 W/2	34-25S-34E	98094
30-025-46085	Stranger 34 Federal Com #2H	E/2 W/2	34-25S-34E	<b>98094</b>
30-025-46007	Stranger 34 Federal Com #7H	W/2 E/2	34-25S-34E	98094
30-025-46008	Stranger 34 Federal Com #8H	E/2 E/2	34-25S-34E	98094
30-025-46012	Stranger 34 Federal Com #12H	E/2 E/2	34-25S-34E	98094
30-025-46010	Stranger 34 Federal Com #10H	E/2 W/2	34-25S-34E	96661
30-025-46086	Stranger 34 Federal Com #3H	W/2 E/2	34-25S-34E	96661

# State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

# Order: PLC-831 Operator: Devon Energy Production Company, LP (6137)

# **Pooled Areas**

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp NMNM 144315	W/2	34-25S-34E	320	A
CA Wolfcamp NMNM 144318	<b>E/2</b>	34-25S-34E	320	В
CA Bone Spring NMNM 144317	W/2 E/2	34-25S-34E	160	С
CA Bone Spring NMNM 144316	E/2 W/2	34-25S-34E	160	D

# **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 094114	<b>NW/4</b>	34-25S-34E	160	Α
NMNM 113898	LMN	34-25S-34E	120	Α
NMNM 092200	K	34-25S-34E	40	Α
NMNM 094114	A B G	34-25S-34E	120	В
NMNM 092200	HIJO	34-25S-34E	160	В
NMNM 113898	Р	34-25S-34E	40	В
NMNM 094114	B G	34-25S-34E	80	С
NMNM 092200	J 0	34-25S-34E	80	С
NMNM 094114	C F	34-25S-34E	80	D
NMNM 092200	K	34-25S-34E	40	D
NMNM 113898	Ν	34-25S-34E	40	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

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CONDITIONS

Action 77496

CONDITIONS

Operator:	OGRID:	
DEVON ENERGY PRODUCTION COMPANY, LP	6137	
333 West Sheridan Ave.	Action Number:	
Oklahoma City, OK 73102	77496	
	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.	6/3/2022