



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

August 26, 2021

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: Red Bull 30 CTB 2**

**Sec.-T-R:** 30-23S-35E  
**Wells:** Red Bull 30-31 Fed State Com 1H – 4H  
**Agreements:** Pending CAs Attached  
**Lease:** NMNM115426 (12.5%) & NMNM111971 (12.5%), NMNM138884 (12.5%), ST OF NM VA-2478, ST OF NM VA-2488  
**Pool:** ANTELOPE RIDGE;BONE SPRING (2200)  
**County:** Lea Co., New Mexico

Dear Mr. McClure:

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

The working interest, royalty interest and overriding royalty interest owners are not identical, therefore notifications have been sent.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal". The signature is fluid and cursive, with the first name "Rebecca" and last name "Deal" clearly distinguishable.

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

Revised March 23, 2017

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

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



### ADMINISTRATIVE APPLICATION CHECKLIST

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

**Applicant:** Devon Energy Production Co., L.P. **OGRID Number:** 6137  
**Well Name:** Red Bull 30-31 Fed State Com 1H - 4H **API:** See Attached  
**Pool:** ANTELOPE RIDGE;BONE SPRING **Pool Code:** 2200

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

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

A. ☐ Offset operators or lease holders

B. ☒ **Royalty, overriding royalty owners, revenue owners**

C. ☐ Application requires published notice

D. ☐ Notification and/or concurrent approval by SLO

E. ☒ **Notification and/or concurrent approval by BLM**

F. ☐ Surface owner

G. ☐ For all of the above, proof of notification or publication is attached, and/or,

H. ☐ No notice required

#### FOR OCD ONLY

☐ Notice Complete  
☐ Application Content Complete

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

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

**Rebecca Deal**

Print or Type  
Name

*Rebecca Deal*

Signature

**08/26/2021**

405-228-8429

Phone Number

**Rebecca.deal@dv.nm.gov**

e-mail Address



District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
811 S. First St., Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico  
Energy, Minerals and Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

Form C-107-B  
Revised August 1, 2011

Submit the original  
application to the Santa Fe  
office with one copy to the  
appropriate District Office.

### APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Devon Energy Production Co., LP  
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102  
APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

#### (A) POOL COMMINGLING

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

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

#### (B) LEASE COMMINGLING

Please attach sheets with the following information

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

#### (C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

#### (D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

#### (E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Analyst DATE: 8/26/2021  
TYPE OR PRINT NAME Rebecca Deal TELEPHONE NO.: 405-228-8429  
E-MAIL ADDRESS: Rebecca.deal@dmn.com

**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 Red Bull 30 CTB 2**

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

CA - Pending, NMNM115426 (12.5%) & NMNM111971 (12.5%)

Well Name	API	Location	Pool	
Red Bull 30-31 Fed State Com 1H	30-025-48413	C-30-23S-35E	2200	ANTELOPE RIDGE;BONE SPRING

CA - Pending, NMNM115426 (12.5%) & NMNM111971 (12.5%)

Well Name	API	Location	Pool	
Red Bull 30-31 Fed State Com 2H	30-025-48414	C-30-23S-35E	2200	ANTELOPE RIDGE;BONE SPRING
Red Bull 30-31 Fed State Com 3H	30-025-48415	B-30-23S-35E	2200	ANTELOPE RIDGE;BONE SPRING

CA - Pending, NMNM115426 (12.5%), NMNM111971 (12.5%), & NMNM138884 (12.5%)

Well Name	API	Location	Pool	
Red Bull 30-31 Fed State Com 4H	30-025-48327	B-30-23S-35E	2200	ANTELOPE RIDGE;BONE SPRING

**CA:**

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

Pending CA W/2 W/2 –submitted to cover Township 23 South, Range 35 East, N.M.P.M. Section 30: W/2 W/2 & Section 31: W/2 W/2, Lea County, New Mexico, containing 316.44 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Pending CA E/2 W/2, W/2 E/2 - submitted to cover Township 23 South, Range 35 East. N.M.P.M. Section 30: E/2 W/2, W/2 E/2 & Section 31: E/2 W/2, W/2 E/2, Lea County, New Mexico, containing 640 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Pending CA E/2 E/2 - submitted to cover Township 23 South, Range 35 East, N.M.P.M. Section 30: E/2 E/2 Section 31: E/2 E/2, Lea County, New Mexico, containing 320 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

**Oil & Gas metering:**

The Red Bull 30 CTB 2 central tank battery is in NW/4 of 23S-35E- 30 in Lea County, NM.

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

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase

Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.

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

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

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

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

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

Meter Owner / Serial Number:

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
RED BULL 30-31 FED STATE COM 3H	390492037	14901066	21072050
RED BULL 30-31 FED STATE COM 1H	390492038	14829806	21072045
RED BULL 30-31 FED STATE COM 4H	390492039	14831494	210072054
RED BULL 30-31 FED STATE COM 2H	390492040	14831090	21072051
<b>Common Meters</b>			
<b>VRU Allocation</b>	390002033		
<b>Gas FMP</b>	LUCID/ *		
<b>Oil FMP</b>	ORYX/ *		

\* 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 have been notified of this proposal via certified mail.

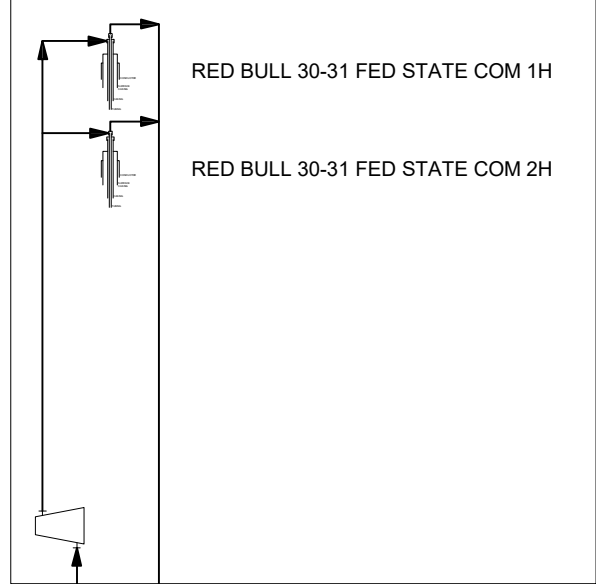


Figure 1 consists of two panels, A and B, illustrating the experimental design. Panel A shows a vertical timeline with a central vertical axis. At the top, there is a label 'A'. Below it, there are four purple dots representing data points. The bottom of the axis is labeled 'L'. Panel B shows a horizontal timeline with a central horizontal axis. At the left end, there is a label 'B'. To the right of the axis, there are four purple dots representing data points. The right end of the axis is labeled 'R'.

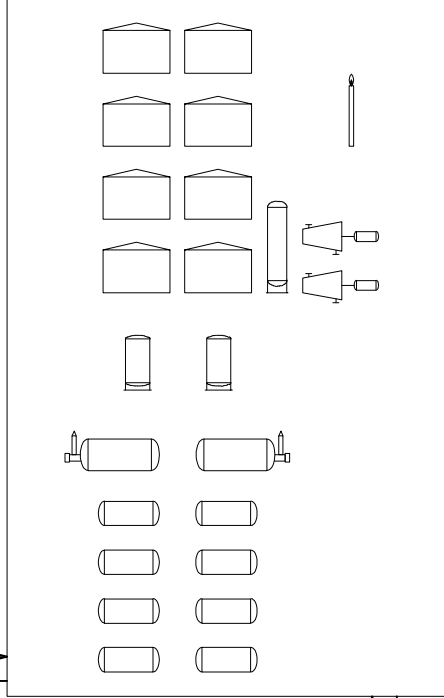
W:\USA\CORPORATE\DATA\ENGINEERING\TECHNOLOGY\IDRAFTING\U002 ARTESIA NM (DBBU)\DBBU - PRODUCTION FACILITIES - SPINE DESIGN\PLANS\DWG\DWG\STD-120-01.DWG/3/25/2014; 1:00PM\AJ

Page 8 of 123  
Received by OCD: 11/14/2022 8:14:26 AM

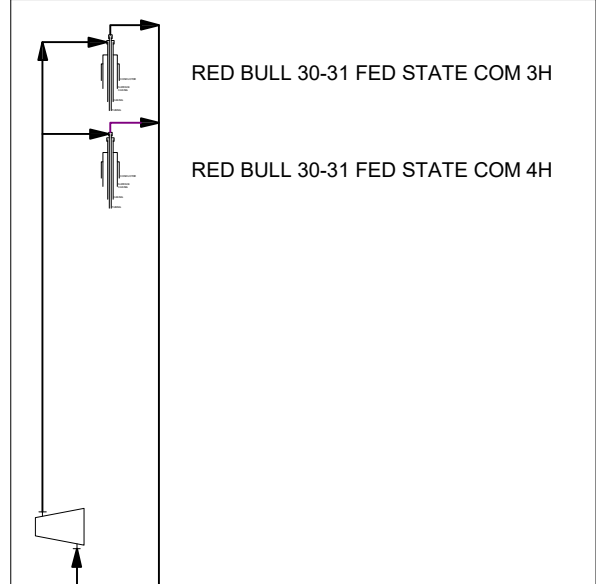
RED BULL 30 WELLPAD 2



RED BULL 30 CTB 2



RED BULL 30 WELLPAD 4



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

REV	DESCRIPTION	DATE	BY	APPROVED
	DRAWING REVISION			

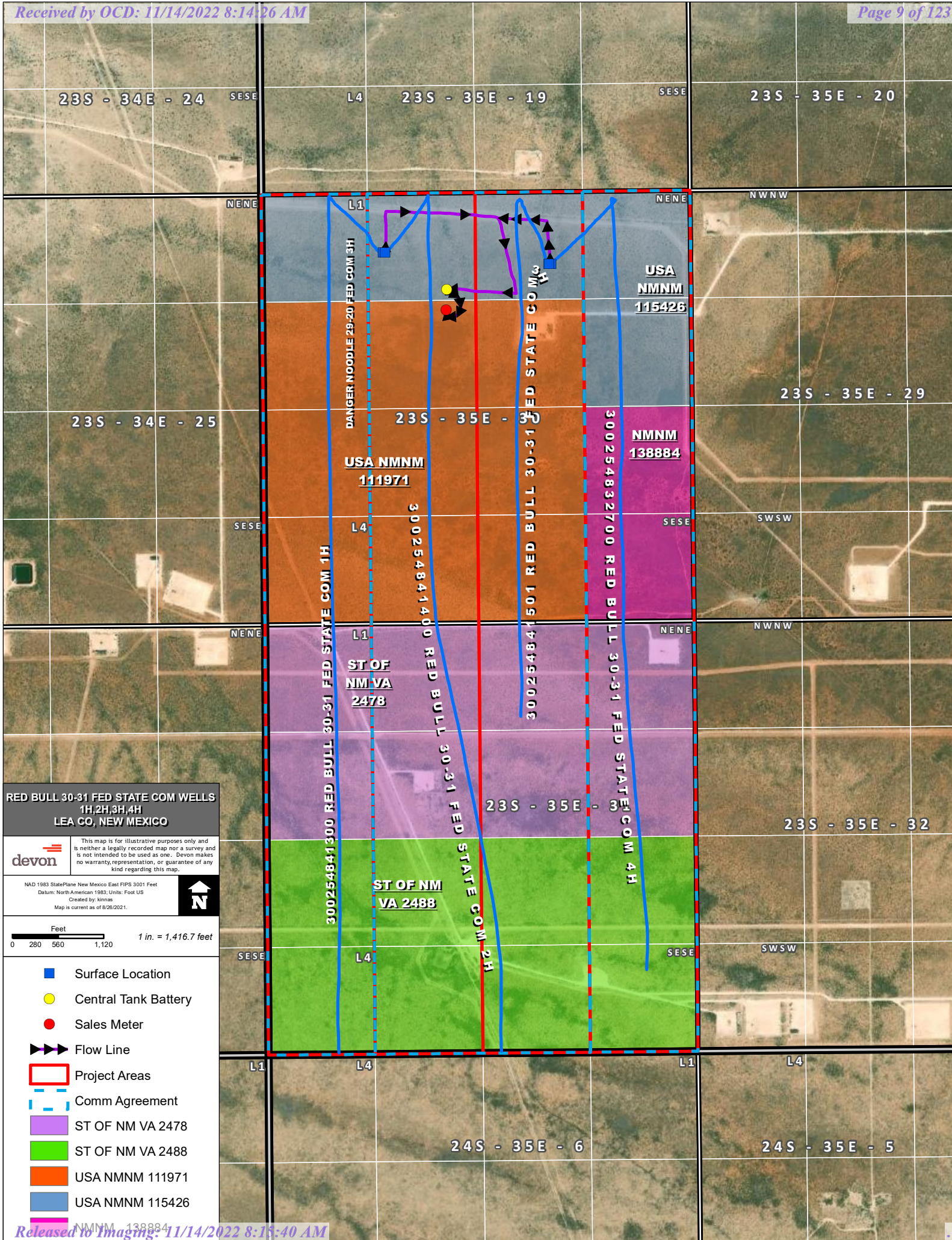
DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		
CONFIDENTIAL		
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.		

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



Devon Energy Corporation	
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
DBBU - SPINE DESIGN	
STANDARD PROCESS MAP	
FILE NAME	STD-120-02







DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
Phone: (505) 393-6161 Fax: (505) 393-0720

DISTRICT II  
811 S. FIRST ST., ARTESIA, NM 88210  
Phone: (505) 748-1283 Fax: (505) 748-9720

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48413</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE;BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>1H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3421.1'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	30	23-S	35-E		725	NORTH	1484	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
LOT 4	31	23-S	35-E		24	SOUTH	861	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>316.44</b>			

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

<p><b>RED BULL 30-31 FED STATE COM 1H</b> EL: 3421.1' LAT:32.280858 LON:103.410394 N:467136.10 E:826567.81</p> <p><b>KICK OFF POINT</b> 30' FNL 831' FWL SEC. 30 LAT:32.282761 LON:103.412515 N:467822.72 E:825906.10</p> <p><b>FIRST TAKE POINT</b> 588' FNL 821' FWL SEC. 30 LAT:32.281229 LON:103.412540 N:467265.17 E:825903.22</p> <p><b>LAST TAKE POINT</b> 151' FSL 858' FWL SEC. 31 LAT:32.254224 LON:103.412421 N:457441.01 E:826024.22</p> <p><b>BOTTOM OF HOLE</b> LAT:32.253876 LON:103.412411 N:457314.59 E:826028.45</p> <p><small>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</small></p>		<p><b>OPERATOR CERTIFICATION</b></p> <p><i>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>Rebecca Deal</i> 8/24/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dmv.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b></p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>05/10/2021 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <p>08/19/21</p> <p>Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p>
--	--	--



Intent ☐ As Drilled ☐

API #		
Operator Name:	Property Name:	Well Number

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

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

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48415</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>3H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3409.7'</b>

**Surface Location**

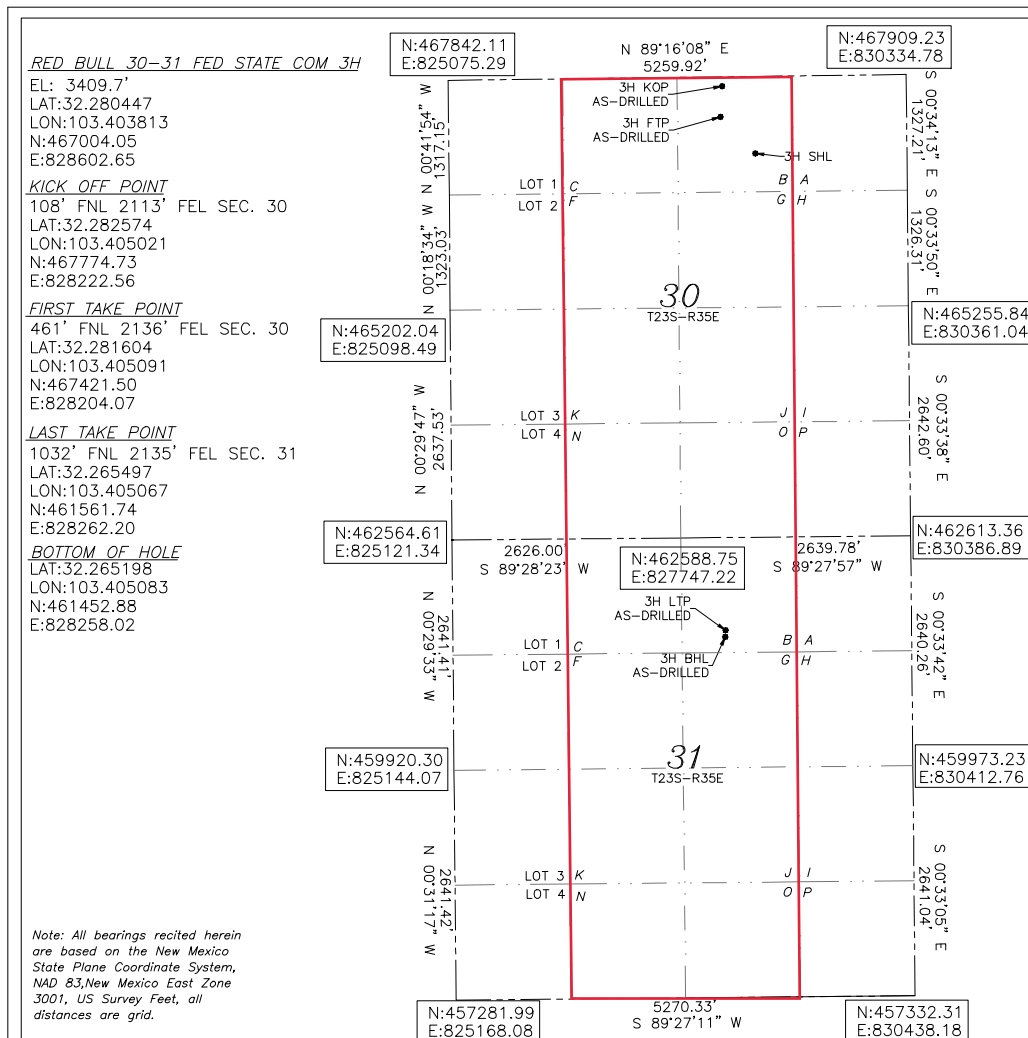
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	30	23-S	35-E		883	NORTH	1741	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	31	23-S	35-E		1141	NORTH	2140	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>640</b>			

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 9/1/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

03/26/2021

Date of Survey

Signature & Seal of Professional Surveyor



08/19/21

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

Intent ☐ As Drilled ☒

API # 30-025-48415		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RED BULL 30-31 FED STATE COM	Well Number 3H

Kick Off Point (KOP)

UL B	Section 30	Township 23-S	Range 35-E	Lot	Feet 108	From N/S NORTH	Feet 2113	From E/W EAST	County LEA
Latitude 32.282574					Longitude 103.405021				NAD 83

First Take Point (FTP)

UL B	Section 30	Township 23-S	Range 35-E	Lot	Feet 461	From N/S NORTH	Feet 2136	From E/W EAST	County LEA
Latitude 32.281604					Longitude 103.405091				NAD 83

Last Take Point (LTP)

UL B	Section 31	Township 23-S	Range 35-E	Lot	Feet 1032	From N/S NORTH	Feet 2135	From E/W EAST	County LEA
Latitude 32.265497					Longitude 103.405067				NAD 83

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

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

API # 30-025-48414		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RED BULL 30-31 FED STATE COM	Well Number 2H

KZ 06/29/2018

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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48327</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>4H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3409.0'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	30	23-S	35-E		883	NORTH	1711	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	23-S	35-E		971	SOUTH	630	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>320</b>			

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

**RED BULL 30-31 FED STATE COM 4H**  
EL: 3409.0'  
LAT:32.280448  
LON:103.403716  
N:467004.44  
E:828632.65

**KICK OFF POINT**  
91' FNL 961' FEL SEC. 30  
LAT:32.282633  
LON:103.401292  
N:467806.04  
E:829374.98

**FIRST TAKE POINT**  
519' FNL 936' FEL SEC. 30  
LAT:32.281456  
LON:103.401208  
N:467378.05  
E:829404.50

**LAST TAKE POINT**  
1382' FSL 613' FEL SEC. 31  
LAT:32.257619  
LON:103.400133  
N:458708.90  
E:829812.34

**BOTTOM OF HOLE**  
LAT:32.256488  
LON:103.400188  
N:458297.46  
E:829798.89

Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.

**OPERATOR CERTIFICATION**

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

Rebecca Deal 9/1/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

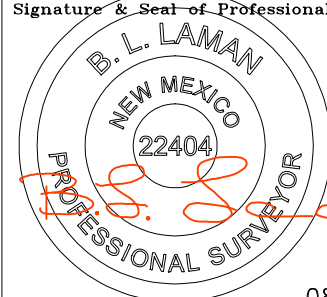
rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

04/12/2021  
Date of Survey

Signature & Seal of Professional Surveyor



08/19/21

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

Intent ☐ As Drilled ☒

API # 30-025-48327		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RED BULL 30-31 FED STATE COM	Well Number 4H

Kick Off Point (KOP)

UL A	Section 30	Township 23-S	Range 35-E	Lot	Feet 91	From N/S NORTH	Feet 961	From E/W EAST	County LEA
Latitude 32.282633					Longitude 103.401292				NAD 83

First Take Point (FTP)

UL A	Section 30	Township 23-S	Range 35-E	Lot	Feet 519	From N/S NORTH	Feet 936	From E/W EAST	County LEA
Latitude 32.281456					Longitude 103.401208				NAD 83

Last Take Point (LTP)

UL I	Section 31	Township 23-S	Range 35-E	Lot	Feet 1382	From N/S SOUTH	Feet 613	From E/W EAST	County LEA
Latitude 32.257619					Longitude 103.400133				NAD 83

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48414</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE;BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>2H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3420.3'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	30	23-S	35-E		725	NORTH	1514	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	31	23-S	35-E		28	SOUTH	2417	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>640</b>			

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

<p><u>RED BULL 30-31 FED STATE COM 2H</u> EL: 3420.3' LAT:32.280859 LON:103.410297 N:467136.48 E:826597.50</p> <p><u>KICK OFF POINT</u> 59' FNL 2046' FWL SEC. 30 LAT:32.282696 LON:103.408581 N:467809.57 E:827121.98</p> <p><u>FIRST TAKE POINT</u> 616' FNL 2041' FWL SEC. 30 LAT:32.281164 LON:103.408591 N:467252.07 E:827123.83</p> <p><u>LAST TAKE POINT</u> 38' FSL 2417' FEL SEC. 31 LAT:32.253920 LON:103.405965 N:457347.61 E:828021.02</p> <p><u>BOTTOM OF HOLE</u> LAT:32.253893 LON:103.405964 N:457337.62 E:828021.39</p> <p><small>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</small></p>		<p><b>OPERATOR CERTIFICATION</b></p> <p><i>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><u>Rebecca Deal</u> 8/24/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b></p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>04/19/2021 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <p>08/19/21 Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p>
--	--	---

Intent ☐ As Drilled ☒

API # 30-025-48414		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RED BULL 30-31 FED STATE COM	Well Number 2H

Kick Off Point (KOP)

UL C	Section 30	Township 23-S	Range 35-E	Lot	Feet 59	From N/S NORTH	Feet 2046	From E/W WEST	County LEA
Latitude 32.282696					Longitude 103.408581			NAD 83	

First Take Point (FTP)

UL C	Section 30	Township 23-S	Range 35-E	Lot	Feet 616	From N/S NORTH	Feet 2041	From E/W WEST	County LEA
Latitude 32.281164					Longitude 103.408591			NAD 83	

Last Take Point (LTP)

UL O	Section 31	Township 23-S	Range 35-E	Lot	Feet 38	From N/S SOUTH	Feet 2417	From E/W EAST	County LEA
Latitude 32.253920					Longitude 103.405965			NAD 83	

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

Township 23 South, Range 35 East, N.M.P.M.

Section 30: E/2 W/2, W/2 E/2

Section 31: E/2 W/2, W/2 E/2

Lea County, New Mexico

Containing 640 acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Red Bull 30-31 Fed State Com 2H, 3H



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 W. Sheridan Ave., Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

Red Bull 30-31 Fed State Com 2H, 3H

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Red Bull 30-31 Fed State Com 2H, 3H



successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Red Bull 30-31 Fed State Com 2H, 3H

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)

10-14-21  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on June 14, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Cara Moltensmeyer  
Signature of Notarial Officer


My Commission Expires: 3-2-2025

Red Bull 30-31 Fed State Com 2H, 3H

6/22/2021  
Date

By:

[illegible]

 **DAVID CLAYTON MCNALLY**  
Notary Public, State of Texas  
My Commission Expires  
December 15, 2024  
NOTARY ID 12582838-1

Signature of Notarial Officer

My Commission Expires: 12/15/2021

*Released to Imaging: 11/14/2022 8:15:40 AM*

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021  
Date

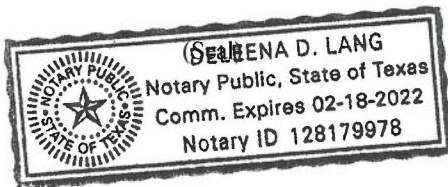
By: John V. Schneider *me*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on July 21, 2021, 2020, by John V. Schneider, as Attorney-in-Fact of Oxy Y-1 Company, a New Mexico Company.

[Signature]  
Signature of Notarial Officer



My Commission Expires: 02/18/2022

EOG Resources, Inc.  
(Record Title Owner)

6/18/21  
Date

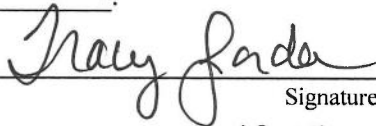
By:  ym

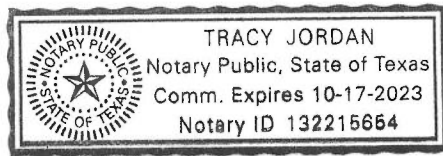
# ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
 ) SS  
COUNTY OF Midland )

This instrument was acknowledged before me on June 18<sup>th</sup>, 2021, by Matthew W. Smith, as Agent + Attorney in Fact of EOG Resources, Inc. a Delaware Corporation.

(Seal)

  
Signature of Notarial Officer  
My Commission Expires: 10-17-2023



Red Bull 30-31 Fed State Com 2H, 3H

VPD New Mexico, LLC  
(Operating Rights Owner)

7/8/2021  
Date

By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

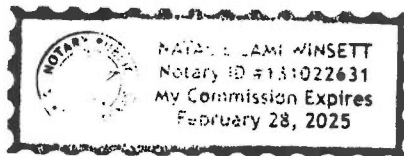
STATE OF TEXAS )  
COUNTY OF DALLAS ) SS  
)

This instrument was acknowledged before me on July 8, <sup>2021</sup>2020, by Aaron McComant, as Attorney-in-fact of VPD New Mexico, LLC a limited liability company.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 2/28/2025



Red Bull 30-31 Fed State Com 2H, 3H



## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the W/2 E/2 and E/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico; Bone Spring Formation

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

**Tract 1:**  
USA NMNM-115426  
(80.00 acres)



**Tract 2:**  
USA NMNM-111971  
(240.00 acres)



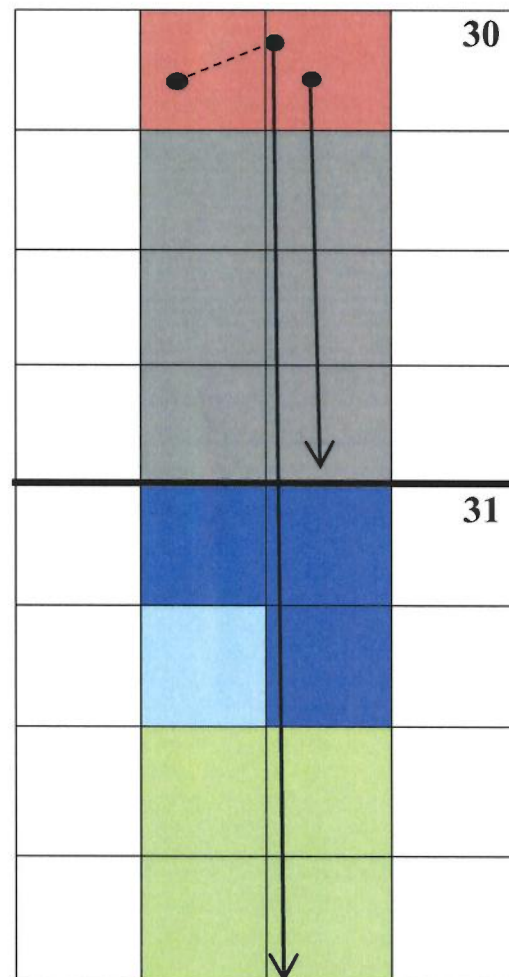
**Tract 3A:**  
ST OF NM VA-2478  
(120.00 acres)



**Tract 3B:**  
ST OF NM VA-278  
(40.00 acres)



**Tract 4:**  
ST OF NM VA-2488  
(160.00 acres)



Red Bull 30-31 Fed State Com 2H, 3H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the E/2 W/2, and W/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers NE/4 NW/4, and NW/4 NE/4
Number of Acres:	80
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP – 100%
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

**Tract No. 2**

Lease Serial Number:	NMNM 111971
Lease Date:	July 1, 2004

Red Bull 30-31 Fed State Com 2H, 3H

Lease Term: 10 Years

Lessor: United States of America

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: Insofar and only insofar as said lease covers SE/4 NW/4, E/2 SW/4, SW/4 NE/4, W/2 SE/4

Number of Acres: 240

Current Lessee of Record: Devon Energy Production Company, L.P  
Chevron U.S.A. Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 65.00%  
Chevron U.S.A. Inc. – 35.00%

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3A**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers NE/4 NW/4, W/2 NE/4

Number of Acres: 120

Current Lessee of Record: Devon Energy Production Company, L.P

Royalty Rate: 12.50%

Red Bull 30-31 Fed State Com 2H, 3H

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 65.00%  
Chevron U.S.A. Inc. – 35.00%

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3B**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease  
covers SE/4 NW/4

Number of Acres: 40

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. – 65.00%  
Chevron U.S.A. Inc. – 32.50%  
VPD New Mexico, LLC – 2.500%

ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

**Tract No. 4**

Lease Serial Number: VA-2488

Lease Date: June 1, 2001

Lease Term: 5 Years

Red Bull 30-31 Fed State Com 2H, 3H

Lessor: State of New Mexico  
 Original Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Township 23 South, Range 35 East  
 Section 31: Insofar and only insofar as said lease covers E/2 SW/4, W/2 SE/4  
 Number of Acres: 160  
 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. – 65.00%  
 Chevron U.S.A. Inc.—32.50%  
 VPD New Mexico, LLC – 2.50%  
 ORRI Owners: Devon Energy Production Company, L.P.  
 Stryker Energy, LLC

#### Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	12.5000%
2	240.00	37.5000%
3A	120.00	18.7500%
3B	40.00	6.2500%
4	160.00	25.0000%
TOTAL	640.00	100.0000%

Red Bull 30-31 Fed State Com 2H, 3H



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 23 South, Range 35 East, N.M.P.M.  
Section 30: E/2 E/2  
Section 31: E/2 E/2  
Lea County, New Mexico

Containing 320 acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Red Bull 30-31 Fed State Com 4H

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 W. Sheridan Ave., Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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



such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Red Bull 30-31 Fed State Com 4H



successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

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

3/3/2021  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President *CLB*

#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

This instrument was acknowledged before me on MARCH 3<sup>RD</sup>, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



*Kami Carroll*  
Signature of Notarial Officer

My Commission Expires: 8/7/22

Chevron U.S.A. Inc.  
(Record Title Owner and Operating Rights Owner)

3/25/2021  
Date

By: [Signature]  
Josh P. Gautreau  
Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

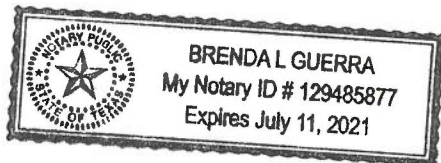
STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on March 25<sup>th</sup>, 2021,  
by Josh P. Gautreau, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania  
corporation, on behalf of said corporation.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 07/11/2021



Red Bull 30-31 Fed State Com 4H

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021

Date

By:

John V. Schneider ml

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

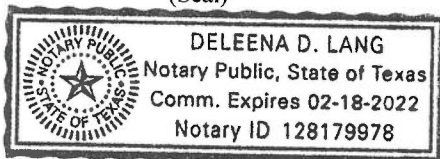
STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on July 21, 2021, 2021, by John V. Schneider, as Attorney-In-Fact of Oxy Y-1 Company, a New Mexico Company.

Deleena D. Lang

Signature of Notarial Officer

(Seal)



My Commission Expires: 02/18/2022

EOG Resources, Inc.  
(Record Title Owner)

5/17/2021  
Date

By: [Signature]

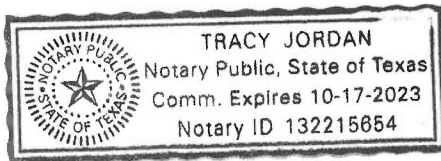
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS

This instrument was acknowledged before me on May 17, 2021, 2021, by Matthew W. Smith, as Agent & Attorney-in-Fact of EOG Resources, Inc. a Delaware Corporation

(Seal)

[Signature]  
Signature of Notarial Officer  
My Commission Expires: 10-17-2023



Red Bull 30-31 Fed State Com 4H



VPD New Mexico, LLC  
(Operating Rights Owner)

3/8/2021

Date

By: 

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

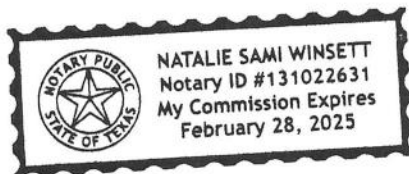
STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

This instrument was acknowledged before me on March 8, 2021, by  
Aaron McCamant, as Attorney-in-Fact of VPD New  
Mexico, LLC \_\_\_\_\_.

  
Signature of Notarial Officer

(Seal)

My Commission Expires: 2/28/2025



Red Bull 30-31 Fed State Com 4H

Murchison Oil and Gas, LLC  
(Record Title Owner and Operating Rights Owner)

3/5/2021

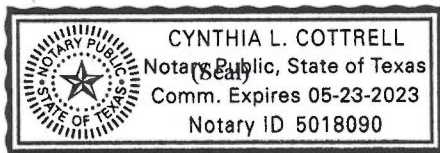
Date

By: 

### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF COLLIN )

This instrument was acknowledged before me on March 5, ~~2020~~ <sup>2021</sup>, by  
Eric S. Buddenbohn, as Land Manager of Murchison Oil  
and Gas, LLC, a Delaware limited liability company.



  
Signature of Notarial Officer

My Commission Expires: 5/23/23

Red Bull 30-31 Fed State Com 4H

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, embracing the E/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico, Bone Spring Formation

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

**Tract 1:**  
USA NMNM-115426  
(80.00 acres)



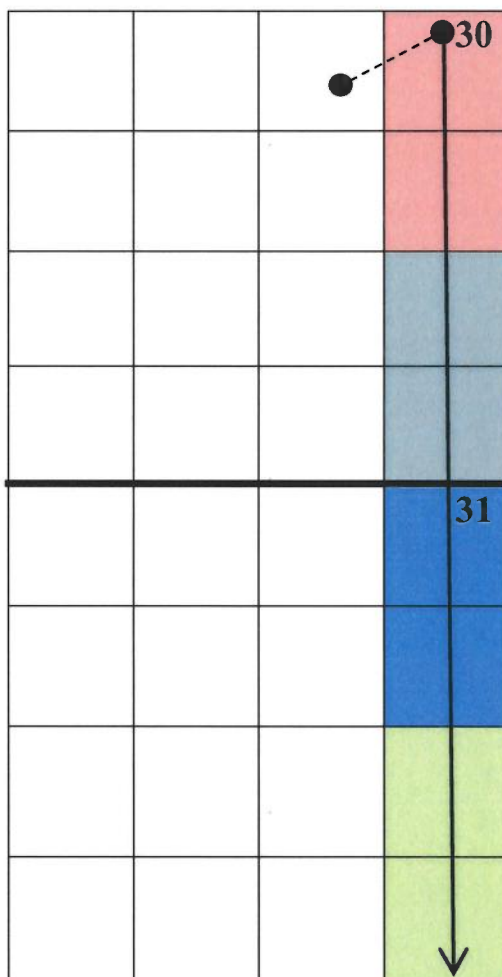
**Tract 2:**  
USA NMNM-138884  
(80.00 acres)



**Tract 3:**  
ST OF NM VA-2478  
(80.00 acres)



**Tract 3:**  
ST OF NM VA-2488  
(80.00 acres)



Red Bull 30-31 Fed State Com 4H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the E/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers E/2 NE/4
Number of Acres:	80
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

Red Bull 30-31 Fed State Com 4H

**Tract No. 2**

Lease Serial Number: NMNM 138884

Lease Date: November 1, 2018

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Murchison Oil and Gas, LLC

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: E/2 SE/4

Number of Acres: 80

Current Lessee of Record: Murchison Oil and Gas, LLC

Royalty Rate: 12.50%

Name of Working Interest Owners: Murchison Oil and Gas, LLC

ORRI Owners: None

**Tract No. 3**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
E/2 NE/4

Number of Acres: 80

Current Lessee of Record: Devon Energy Production Company, L.P.

Red Bull 30-31 Fed State Com 4H



Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 4**

Lease Serial Number: VA-2488

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
E/2 SE/4

Number of Acres: 80

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.  
Chevron U.S.A. Inc.  
VPD New Mexico, LLC

ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

Red Bull 30-31 Fed State Com 4H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	80.00	25.0000%
2	80.00	25.0000%
3	80.00	25.0000%
.4	80.00	25.0000%
Total	320.00	100.0000%

Red Bull 30-31 Fed State Com 4H

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 23 South, Range 35 East, N.M.P.M.  
Section 30: W/2 W/2  
Section 31: W/2 W/2  
Lea County, New Mexico

Containing **316.44** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Red Bull 30-31 Fed State Com 1H

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 W. Sheridan Ave., Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

Red Bull 30-31 Fed State Com 1H



such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Red Bull 30-31 Fed State Com 1H



successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Red Bull 30-31 Fed State Com 1H

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)

3/3/2021  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President AB

#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

This instrument was acknowledged before me on MARCH 3RD, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kami Carroll  
Signature of Notarial Officer  
My Commission Expires: 8/7/22

Red Bull 30-31 Fed State Com 1H

Chevron U.S.A. Inc.  
(Record Title Owner and Operating Rights Owner)

3/25/2021  
Date

By: [Signature]  
Josh P. Gautreau  
Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

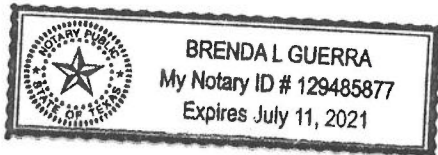
STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on March 25th, 2021,  
by Josh P. Gautreau, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania  
corporation, on behalf of said corporation.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 07/11/2021



Red Bull 30-31 Fed State Com 1H

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021  
Date

By: John V. Schneider *WLS*

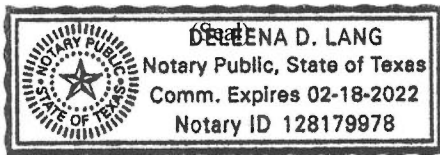
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on July 21, 2021, 2021, by John V. Schneider, as Attorney-in-Fact of Oxy Y-1 Company, a New Mexico company.

[Signature]

Signature of Notarial Officer



My Commission Expires: 02/18/2022

Red Bull 30-31 Fed State Com 1H

EOG Resources, Inc.  
(Record Title Owner)

5/17/2021

Date

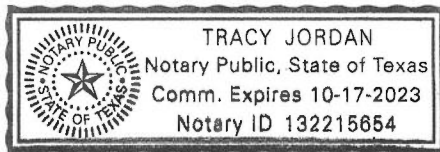
By: \_\_\_\_\_

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS

This instrument was acknowledged before me on May 17, 2021, <sup>28</sup>2020, by Matthew W Smith, as Agent & Attorney-in-Fact of EOG Resources, Inc. a Delaware Corporation

(Seal)



Tracy Jordan  
Signature of Notarial Officer  
My Commission Expires: 10-17-2023

Red Bull 30-31 Fed State Com 1H



VPD New Mexico, LLC  
(Operating Rights Owner)

3/8/2021

Date

By: 

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

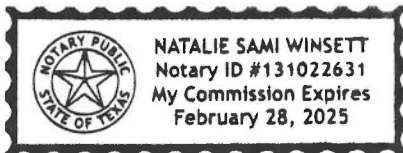
This instrument was acknowledged before me on March 8, ~~2020~~<sup>2021</sup>, by Aaron McLamant, as Attorney-in-Fact of VPD New Mexico, LLC \_\_\_\_\_.



Signature of Notarial Officer

(Seal)

My Commission Expires: 2/28/2025



Red Bull 30-31 Fed State Com 1H

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2021,  
embracing the W/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico,  
Bone Spring Formation

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

**Tract 1:**  
USA NMNM-115426  
(39.45 acres)



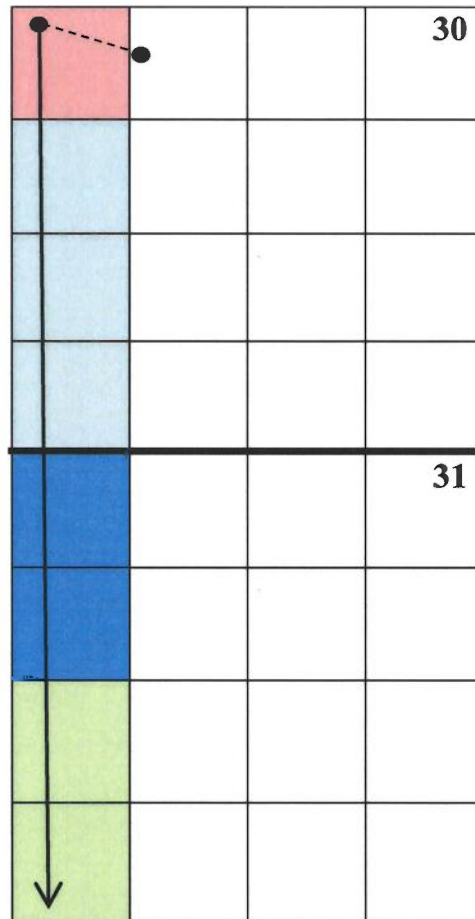
**Tract 2:**  
USA NMNM-111971  
(118.51 acres)



**Tract 3:**  
ST OF NM VA-2478  
(79.16 acres)



**Tract 3:**  
ST OF NM VA-2488  
(79.32 acres)



Red Bull 30-31 Fed State Com 1H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the W/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers Lot 1
Number of Acres:	39.45
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

Red Bull 30-31 Fed State Com 1H

**Tract No. 2**

Lease Serial Number: NMNM 111971

Lease Date: July 1, 2004

Lease Term: 10 Years

Lessor: United States of America

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: Insofar and only insofar as said lease covers  
Lots 2, 3, and 4

Number of Acres: 118.51

Current Lessee of Record: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Red Bull 30-31 Fed State Com 1H

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
Lots 1 & 2

Number of Acres: 79.16

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.  
Chevron U.S.A. Inc.

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 4**

Lease Serial Number: VA-2488

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
Lots 3 & 4

Number of Acres: 79.32

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.  
Chevron U.S.A. Inc.  
VPD New Mexico, LLC

ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

Red Bull 30-31 Fed State Com 1H



**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	39.45	12.4668%
2	118.51	37.4510%
3	79.16	25.0158%
.4	79.32	25.0664%
Total	316.44	100.0000%

Red Bull 30-31 Fed State Com 1H

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**  
Revised Feb. 2013

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:**

Subdivisions W/2 W/2,  
Sect <sup>30 & 31</sup> 23S, T 35E, R Lea County NM  
containing 314.44 acres, more or less, and this agreement shall include only the  
Bone Spring Formation  
underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter  
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.



8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1 2021 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator _____	Lessees of Record _____
By _____	_____
Print name of person	
_____	_____
Type of authority	_____

Attach additional page(s) if needed.

[Acknowledgments are on following page.]



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)

3/3/2021  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President *CL*

#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA            )

This instrument was acknowledged before me on MARCH 3RD, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.


(Seal)



*Kami Carroll*  
Signature of Notarial Officer  
My Commission Expires: 8/7/22

Chevron U.S.A. Inc.  
(Record Title Owner and Operating Rights Owner)

3/25/2021  
Date

By:   
Josh P. Gautreau  
Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

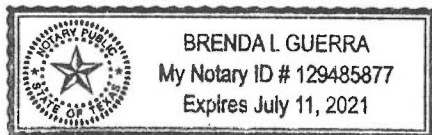
STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on March 25<sup>th</sup>, 2021,  
by Josh P. Gautreau, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania  
corporation, on behalf of said corporation.

(Seal)

  
Signature of Notarial Officer

My Commission Expires: 07/11/2021



Red Bull 30-31 Fed State Com 1H

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021  
Date

By: John V. Schneider ml

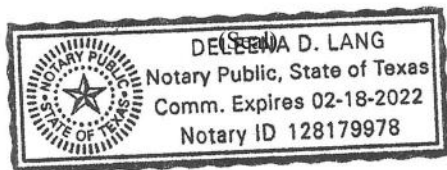
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on July 21, 2021, 2021, by John V. Schneider, as Attorney-in-Fact of Oxy Y-1 Company, a New Mexico Company.

[Signature]

Signature of Notarial Officer



My Commission Expires: 02/18/2022

EOG Resources, Inc.  
(Record Title Owner)

5/17/2021

Date

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

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

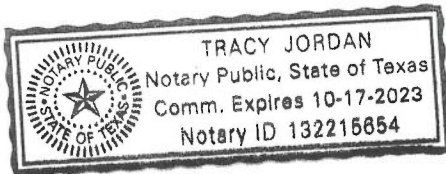
STATE OF Texas )  
COUNTY OF Midland ) SS

This instrument was acknowledged before me on May 17, 2021, ~~2020~~, by Matthew W. Smith, as Agent & Attorney-in-fact of EOG Resources, Inc. a Delaware Corporation

(Seal)

  
Signature of Notarial Officer

My Commission Expires: 10-17-2023



VPD New Mexico, LLC  
(Operating Rights Owner)

3/8/2021

Date

By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

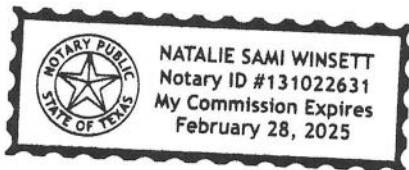
STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

This instrument was acknowledged before me on March 8, 2021, by  
Aaron McComant, as Attorney-in-Fact of VPD New  
Mexico, LLC \_\_\_\_\_.

Natalie Sami Winsett  
Signature of Notarial Officer

(Seal)

My Commission Expires: 2/28/2025



Red Bull 30-31 Fed State Com 1H



## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the W/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico, Bone Spring Formation

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

**Tract 1:**  
USA NMNM-115426  
(39.45 acres)



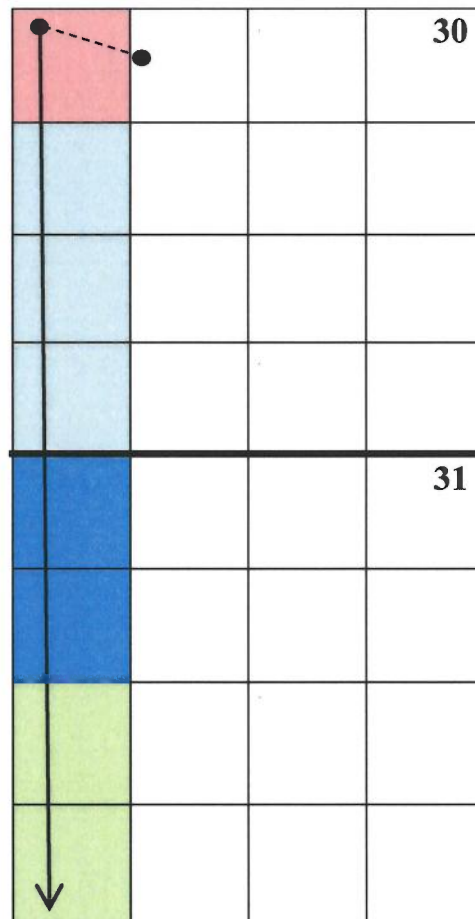
**Tract 2:**  
USA NMNM-111971  
(118.51 acres)



**Tract 3:**  
ST OF NM VA-2478  
(79.16 acres)



**Tract 3:**  
ST OF NM VA-2488  
(79.32 acres)



Red Bull 30-31 Fed State Com 1H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the W/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers Lot 1
Number of Acres:	39.45
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

Red Bull 30-31 Fed State Com 1H

**Tract No. 2**

Lease Serial Number: NMNM 111971

Lease Date: July 1, 2004

Lease Term: 10 Years

Lessor: United States of America

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: Insofar and only insofar as said lease covers  
Lots 2, 3, and 4

Number of Acres: 118.51

Current Lessee of Record: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Red Bull 30-31 Fed State Com 1H

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
Lots 1 & 2  
Number of Acres: 79.16  
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.  
Chevron U.S.A. Inc.  
ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 4**

Lease Serial Number: VA-2488  
Lease Date: June 1, 2001  
Lease Term: 5 Years  
Lessor: State of New Mexico  
Original Lessee: Devon Energy Production Company, L.P.  
Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
Lots 3 & 4  
Number of Acres: 79.32  
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.  
Chevron U.S.A. Inc.  
VPD New Mexico, LLC  
ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

Red Bull 30-31 Fed State Com 1H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	39.45	12.4668%
2	118.51	37.4510%
3	79.16	25.0158%
.4	79.32	25.0664%
Total	316.44	100.0000%

Red Bull 30-31 Fed State Com 1H



NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:

Subdivisions E/2 W/2 and W/2 E/2,  
Sect<sup>30 & 31</sup> 23s, R 35e, NMPM Lea County NM  
containing 640.00 acres, more or less, and this agreement shall include only the  
Bone Spring Formation  
underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.



8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1 2021 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator <u>Devon Energy Production Company, L.P.</u>	Lessees of Record _____
By _____	_____
Print name of person	
_____	_____
Type of authority	_____

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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)

10-14-21  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President

PC W

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on June 14, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

Cara Moltensmeyer

Signature of Notarial Officer

(Seal)



My Commission Expires: 3-2-2025

Red Bull 30-31 Fed State Com 2H, 3H



Chevron U.S.A. Inc.  
(Record Title Owner and Operating Rights Owner)

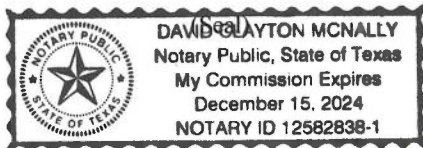
6/22/2021  
Date

By: [Signature]  
Kevin Countryman  
Attorney-In-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on June 22nd, 2021,  
by Kevin Countryman, as Attorney-In-Fact of  
Chevron U.S.A. Inc., a Pennsylvania corporation.



[Signature]  
Signature of Notarial Officer  
My Commission Expires: 12/15/2024

Red Bull 30-31 Fed State Com 2H, 3H

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021  
Date

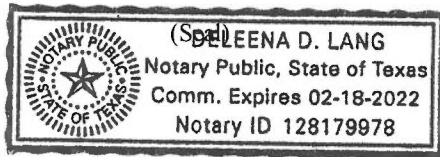
By: John V. Schneider ml

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on July 21, 2021, 2021, by John V. Schneider, as Attorney-in-Fact of Oxy Y-1 Company, A New Mexico Company.

[Signature]  
Signature of Notarial Officer



My Commission Expires: 02/18/2022

EOG Resources, Inc.  
(Record Title Owner)

6/18/21  
Date

By: 

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS  
)

This instrument was acknowledged before me on June 18<sup>th</sup>, 2020, by  
Matthew W Smith, as Agent & Attorney-in-Fact of EOG Resources,  
Inc. a Delaware Corporation

(Seal)

  
Signature of Notarial Officer

My Commission Expires: 10-17-2023

Red Bull 30-31 Fed State Com 2H, 3H

VPD New Mexico, LLC  
(Operating Rights Owner)

7/8/2021  
Date

By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

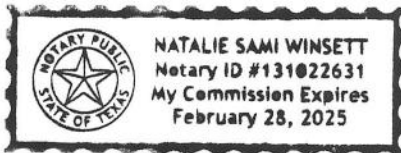
STATE OF TEXAS )  
COUNTY OF DALLAS ) SS  
)

This instrument was acknowledged before me on July 8, 2021, by Aaron McClamant, as Attorney-in-Fact of VPD New Mexico, LLC a limited liability company.

Natalie Sami Winsett  
Signature of Notarial Officer

(Seal)

My Commission Expires: 2/28/2025



Red Bull 30-31 Fed State Com 2H, 3H

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the W/2 E/2 and E/2 W/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico; Bone Spring Formation

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

**Tract 1:**

USA NMNM-115426  
(80.00 acres)

**Tract 2:**

USA NMNM-111971  
(240.00 acres)

**Tract 3A:**

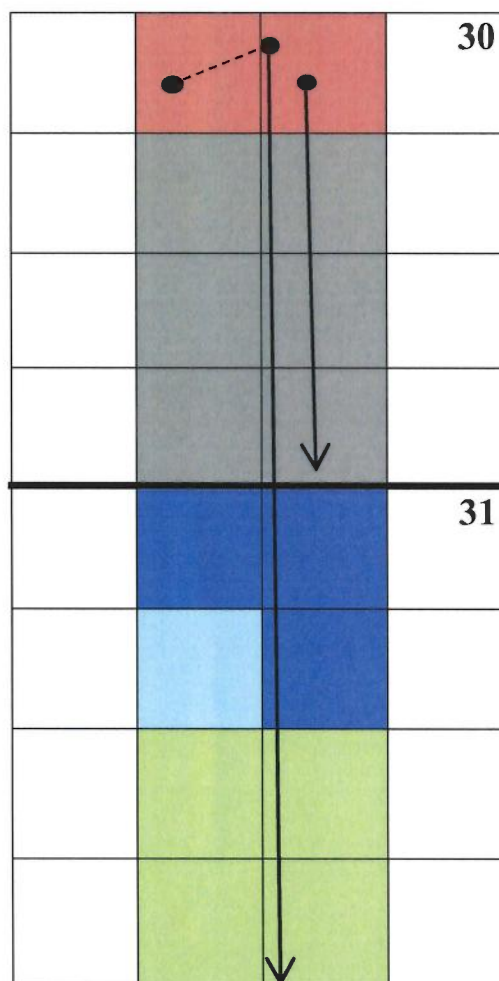
ST OF NM VA-2478  
(120.00 acres)

**Tract 3B:**

ST OF NM VA-278  
(40.00 acres)

**Tract 4:**

ST OF NM VA-2488  
(160.00 acres)



Red Bull 30-31 Fed State Com 2H, 3H



**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the E/2 W/2, and W/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers NE/4 NW/4, and NW/4 NE/4
Number of Acres:	80
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP – 100%
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

**Tract No. 2**

Lease Serial Number:	NMNM 111971
Lease Date:	July 1, 2004

Red Bull 30-31 Fed State Com 2H, 3H

Lease Term: 10 Years

Lessor: United States of America

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: Insofar and only insofar as said lease covers SE/4 NW/4, E/2 SW/4, SW/4 NE/4, W/2 SE/4

Number of Acres: 240

Current Lessee of Record: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 65.00%  
Chevron U.S.A. Inc. – 35.00%

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3A**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers NE/4 NW/4, W/2 NE/4

Number of Acres: 120

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

Red Bull 30-31 Fed State Com 2H, 3H

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 65.00%  
Chevron U.S.A. Inc. – 35.00%

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 3B**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease  
covers SE/4 NW/4

Number of Acres: 40

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. – 65.00%  
Chevron U.S.A. Inc. – 32.50%  
VPD New Mexico, LLC – 2.500%

ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

**Tract No. 4**

Lease Serial Number: VA-2488

Lease Date: June 1, 2001

Lease Term: 5 Years

Red Bull 30-31 Fed State Com 2H, 3H

Lessor: State of New Mexico  
 Original Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Township 23 South, Range 35 East  
 Section 31: Insofar and only insofar as said lease  
 covers E/2 SW/4, W/2 SE/4  
 Number of Acres: 160  
 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. – 65.00%  
 Chevron U.S.A. Inc.—32.50%  
 VPD New Mexico, LLC – 2.50%  
 ORRI Owners: Devon Energy Production Company, L.P.  
 Stryker Energy, LLC

#### Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	12.5000%
2	240.00	37.5000%
3A	120.00	18.7500%
3B	40.00	6.2500%
4	160.00	25.0000%
TOTAL	640.00	100.0000%

Red Bull 30-31 Fed State Com 2H, 3H



Devon Energy Production Company, L.P  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5015

Chelsey Cortez  
(405) 228-8427

June 1, 2021

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, NM 87508

RE: Assignments  
Transfer of Operating Rights – NMNM 102912  
Transfer of Operating Rights – NMNM 110840  
Transfer of Operating Rights – NMNM 125401  
Transfer of Operating Rights – NMNM 115000  
Lea County, NM

To Whom It May Concern:

Please find enclosed (4) original Assignments in triplicates that need to be filed/recorded with the BLM.

After filing, please return the documents to the undersigned. If you have any questions regarding this matter, please give me a call at (405) 552-3656.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

Chelsey Cortez  
Land Analysis Professional

Enclosure



**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**  
Revised Feb. 2013

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:**

Subdivisions E/2 E/2,  
Sect <sup>30 & 31</sup> 23S, T 23S, R 35E, NMPM Lea County NM  
containing 320 acres, more or less, and this agreement shall include only the  
Bone Spring Formation  
underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter  
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.



8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1 2021 Month 1 Day, 2021 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator \_\_\_\_\_ Lessees of Record \_\_\_\_\_

By \_\_\_\_\_  
Print name of person

Type of authority \_\_\_\_\_

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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)

3/3/2021  
Date

By: Catherine Lebsack  
Catherine Lebsack, Vice President *CL*

#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA           )  
  ) SS  
COUNTY OF OKLAHOMA       )

This instrument was acknowledged before me on MARCH 3<sup>RD</sup>, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kami Carroll  
Signature of Notarial Officer

My Commission Expires: 8/7/22



Chevron U.S.A. Inc.  
(Record Title Owner and Operating Rights Owner)

3/25/2021  
Date

By: [Signature]  
Josh P. Gautreau  
Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

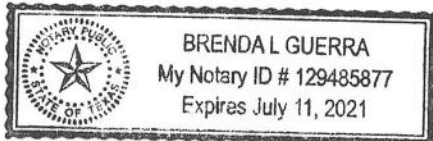
STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on March 25<sup>th</sup>, 2021,  
by Josh P. Gautreau, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania  
corporation, on behalf of said corporation.

(Seal)

Brenda L Guerra  
Signature of Notarial Officer

My Commission Expires: 07/11/2021



Red Bull 30-31 Fed State Com 4H

Oxy Y-1 Company  
(Record Title Owner)

7/21/2021

Date

By: John V. Schneider MC

### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

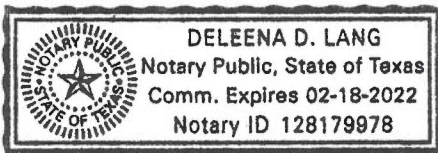
This instrument was acknowledged before me on July 21, 2021, 2020, by John V. Schneider, as Attorney-in-Fact of Oxy Y-1 Company, a New Mexico company.

Deleena D. Lang

Signature of Notarial Officer

(Seal)

My Commission Expires: 02/18/2022



EOG Resources, Inc.  
(Record Title Owner)

5/17/2021

Date

By: [Signature] km

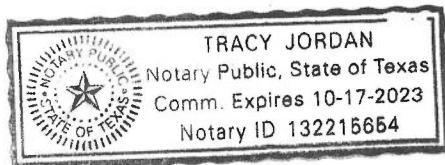
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS

This instrument was acknowledged before me on May 17, 2021, ~~2020~~, by Matthew W. Smith, as Agent & Attorney-in-fact of EOG Resources, Inc. a Delaware Corporation.

(Seal)

[Signature]  
Signature of Notarial Officer  
My Commission Expires: 10-17-2023



Red Bull 30-31 Fed State Com 4H

VPD New Mexico, LLC  
(Operating Rights Owner)

3/8/2021  
Date

By: [Signature]

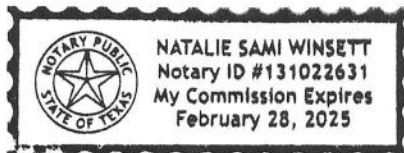
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

This instrument was acknowledged before me on March 8, 2021, by  
Aaron McCamant, as Attorney-in-fact of VPD New  
Mexico, LLC \_\_\_\_\_.

Natalie Sami Winsett  
Signature of Notarial Officer

(Seal)



My Commission Expires: 2/28/2025

Red Bull 30-31 Fed State Com 4H

Murchison Oil and Gas, LLC  
(Record Title Owner and Operating Rights Owner)

3/5/2021

Date

By: 

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

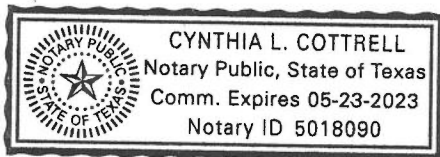
STATE OF TEXAS                     )  
   ) SS  
COUNTY OF COLLIN                 )

This instrument was acknowledged before me on March 5, <sup>2021</sup>~~2020~~, by  
Eric S Buddenbohn, as Land Manager of Murchison Oil  
and Gas, LLC, a Delaware limited liability company.

  
Signature of Notarial Officer

(Seal)

My Commission Expires: 5/23/23



Red Bull 30-31 Fed State Com 4H



## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, embracing the E/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, Lea County, New Mexico, Bone Spring Formation

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

**Tract 1:**  
USA NMNM-115426  
(80.00 acres)



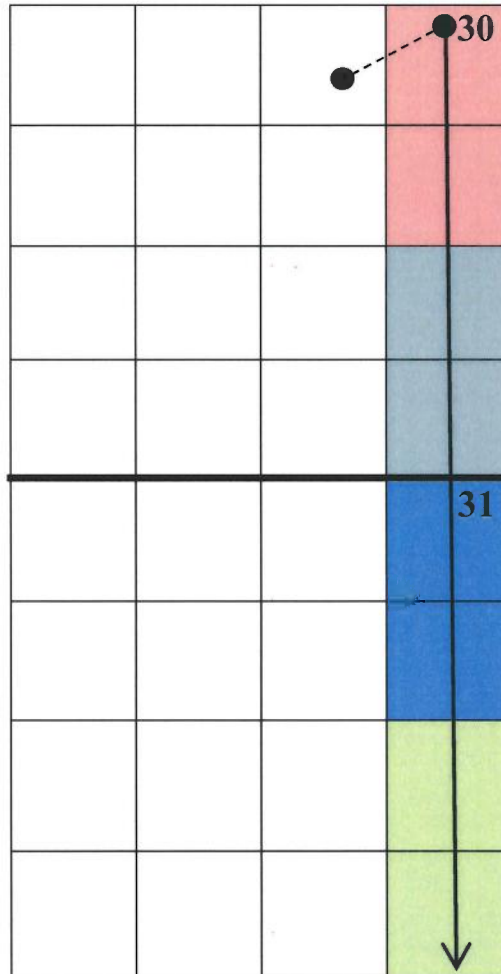
**Tract 2:**  
USA NMNM-138884  
(80.00 acres)



**Tract 3:**  
ST OF NM VA-2478  
(80.00 acres)



**Tract 3:**  
ST OF NM VA-2488  
(80.00 acres)



Red Bull 30-31 Fed State Com 4H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the E/2 E/2 of Sections 30 & 31, T-23-S, R-35-E, 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 115426
Lease Date:	March 1, 2006
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corporation et al
Description of Land Committed:	<u>Township 23 South, Range 35 East</u> Section 30: Insofar and only insofar as said lease covers E/2 NE/4
Number of Acres:	80
Current Lessee of Record:	Oxy Y-1 Company EOG Resources, Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP
ORRI Owners:	Oxy Y-1 Company EOG Resources, Inc.

Red Bull 30-31 Fed State Com 4H

**Tract No. 2**

Lease Serial Number: NMNM 138884

Lease Date: November 1, 2018

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Murchison Oil and Gas, LLC

Description of Land Committed: Township 23 South, Range 35 East  
Section 30: E/2 SE/4

Number of Acres: 80

Current Lessee of Record: Murchison Oil and Gas, LLC

Royalty Rate: 12.50%

Name of Working Interest Owners: Murchison Oil and Gas, LLC

ORRI Owners: None

**Tract No. 3**

Lease Serial Number: VA-2478

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
E/2 NE/4

Number of Acres: 80

Current Lessee of Record: Devon Energy Production Company, L.P.

Red Bull 30-31 Fed State Com 4H

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P.  
Chevron U.S.A. Inc.

ORRI Owners: Devon Energy Production Company, L.P.

**Tract No. 4**

Lease Serial Number: VA-2488

Lease Date: June 1, 2001

Lease Term: 5 Years

Lessor: State of New Mexico

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

Description of Land Committed: Township 23 South, Range 35 East  
Section 31: Insofar and only insofar as said lease covers  
E/2 SE/4

Number of Acres: 80

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.  
Chevron U.S.A. Inc.  
VPD New Mexico, LLC

ORRI Owners: Devon Energy Production Company, L.P.  
Stryker Energy, LLC

Red Bull 30-31 Fed State Com 4H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	80.00	25.0000%
2	80.00	25.0000%
3	80.00	25.0000%
.4	80.00	25.0000%
Total	320.00	100.0000%

Red Bull 30-31 Fed State Com 4H





Devon Energy Production Company, L.P.  
333 W. Sheridan Avenue  
Oklahoma City, Oklahoma 73102  
Phone: (405) 228-4800

August 26, 2021

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

**Re: Central Tank Battery: Red Bull 30 CTB 2**  
**Wells: Red Bull 30-31 Fed State Com 1H – 4**  
**API: 30-025-48413, 30-025-48414, 30-025-48415, 30-025-48327**  
**Sec.-T-R: 30-23S-35E**  
**Agreements: Communitization Agreements pending**  
**Lease: NMNM115426 (12.5%) & NMNM111971 (12.5%), NMNM138884 (12.5%), ST OF NM VA-2478, ST OF NM VA-2488**  
**Pool: Antelope Ridge; Bone Spring (2200)**  
**County: Lea Co., New Mexico**

Interest Owners:

This letter is to advise that Devon Energy Production Company, L.P. is filing an application with the New Mexico Oil Conservation Division (NMOCD) seeking approval for a Central Tank Battery for the above-mentioned wells. A copy of the submitted application is attached.

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

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

Please contact Devon Energy Production Company, L.P. at (405) 228-4800 with any questions or needs.

Sincerely,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Rebecca Deal". The signature is written in a cursive, flowing style.

Rebecca Deal  
Regulatory Compliance Professional  
Enclosure

Tracking #	AttentionTo	Organization	Address1	Address2	Address3	City	Region	PostalCode	Country
9405509898642113141936	Chevron USA Inc.		1400 Smith Street			Houston	TX	77002	US
9405509898642765571396	VPD New Mexico, LLC, a Delaware limited liability company (reversionary owner: TLW Investments, LLC)		2000 McKinney Avenue, Suite 2050			Dallas	TX	75201	US
9405509898642113143732	Murchison Oil and Gas, LLC		7250 Dallas Parkway, Suite 1400			Plano	TX	75024	US
9405509898642113143046	EOG Resources, Inc.		5509 Champions Drive			Midland	TX	79706	US
9405509898642765569799	Oxy Y-1 Company, a NM corporation		5 Greenway Plaza, Suite 110			Houston	TX	77046	US
9405509898642765568860	Stryker Energy, LLC (reversionary owner: TLW Investments, LLC)		6690 Beta Drive, Suite 214			Mayfield Village	OH	44143	US

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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RED BULL 30-31	3H	3002548415	NMNM115426	NMNM115426	DEVON
RED BULL 30-31	2H	3002548414	NMNM115426	NMNM115426	DEVON
RED BULL 30-31	1H	3002548413	NMNM115426	NMNM115426	DEVON
RED BULL 30-31	4H	3002548327	NMNM115426	NMNM115426	DEVON

## Notice of Intent

**Sundry ID:** 2633617

**Type of Submission:** Notice of Intent

**Date Sundry Submitted:** 09/10/2021

**Date proposed operation will begin:** 08/01/2021

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

**Time Sundry Submitted:** 03:26

**Procedure Description:** 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 proposed commingle for Red Bull 30 CTB 2. Please see attached narrative and supporting documentation.

## Surface Disturbance

**Is any additional surface disturbance proposed?:** No

## NOI Attachments

### Procedure Description

Red\_Bull\_30\_CTB\_2\_Submitted\_Commingling\_Application\_20210910152539.pdf

**Operator Certification**

*I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.*

**Operator Electronic Signature:** REBECCA DEAL**Signed on:** SEP 10, 2021 03:26 PM**Name:** DEVON ENERGY PRODUCTION COMPANY LP**Title:** Regulatory Compliance Professional**Street Address:** 333 West Sheridan Avenue**City:** Oklahoma City **State:** OK**Phone:** (405) 228-8429**Email address:** Rebecca.Deal@dvn.com**Field Representative****Representative Name:****Street Address:****City:****State:****Zip:****Phone:****Email address:**

**From:** [Green, Chelsey](#)  
**To:** [McClure, Dean, EMNRD](#); [Harms, Jenny](#)  
**Subject:** RE: [EXTERNAL] surface commingling application CTB-1021  
**Date:** Friday, November 11, 2022 10:13:14 AM

---

Dean,

Jenny has been travelling this week for work. A re-notice to the owners was required due to the date needed to be updated on the letter for accuracy. The department which mails these notices should have everything completed this morning and are planning to send them out by end of business today. We should have updated tracking information next week. Sorry for the delay.

Thank you,  
Chelsey Green

**Regulatory Compliance Professional**  
333 W. Sheridan Ave.  
Oklahoma City, OK 73102  
(405) 228-8595

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Sent:** Thursday, November 10, 2022 9:03 AM  
**To:** Harms, Jenny <[Jenny.Harms@dmn.com](mailto:Jenny.Harms@dmn.com)>  
**Cc:** Green, Chelsey <[Chelsey.Green@dmn.com](mailto:Chelsey.Green@dmn.com)>  
**Subject:** RE: [EXTERNAL] surface commingling application CTB-1021

Jenny,

Do you have an update regarding the topics below?

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

---

**From:** Harms, Jenny <[Jenny.Harms@dmn.com](mailto:Jenny.Harms@dmn.com)>  
**Sent:** Thursday, October 27, 2022 9:40 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Cc:** Green, Chelsey <[Chelsey.Green@dmn.com](mailto:Chelsey.Green@dmn.com)>  
**Subject:** RE: [EXTERNAL] surface commingling application CTB-1021

Thank you Dean, we are looking into this with our land team. I will get back to you soon.

We appreciate your time.

**Jenny Harms**  
Surface Landman



Devon Energy Corporation  
333 West Sheridan Ave  
Oklahoma City OK 73102-5015  
(405)552-6560

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Sent:** Wednesday, October 26, 2022 6:03 PM  
**To:** Harms, Jenny <[Jenny.Harms@dvn.com](mailto:Jenny.Harms@dvn.com)>  
**Cc:** Green, Chelsey <[Chelsey.Green@dvn.com](mailto:Chelsey.Green@dvn.com)>  
**Subject:** RE: [EXTERNAL] surface commingling application CTB-1021

Jenny,

Please confirm that the NMSLO has received notification of this application. This may include their approval letter of the commingling project if they have already approved it.

Additionally please address the current status of NMNM 138884. From the BLM's site, it appears that Devon may be in the process of re-establishing this lease currently. In addition, please address the status of the CA which includes this lease and whether it is expected to still be approved as is with the consideration of NMNM 138884's status.

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

---

**From:** Harms, Jenny <[Jenny.Harms@dvn.com](mailto:Jenny.Harms@dvn.com)>  
**Sent:** Wednesday, October 26, 2022 7:28 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Cc:** Green, Chelsey <[Chelsey.Green@dvn.com](mailto:Chelsey.Green@dvn.com)>  
**Subject:** FW: [EXTERNAL] surface commingling application CTB-1021

Good morning Dean,

The BLM approved the spacing changes for the Red Bull locations below. Devon intends to create a 640 spacing for the unit. Please see attached approved BLM sundries. The sundries will be submitted to the OCD in the formal process this week. Please let me know if you need any additional information to process this commingle application, we appreciate your help and patience working through this C107.

Thank you,

**Jenny Harms**  
Surface Landman

Devon Energy Corporation  
333 West Sheridan Ave  
Oklahoma City OK 73102-5015  
(405)552-6560

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Thursday, April 21, 2022 2:21 PM  
**To:** Harms, Jenny <[Jenny.Harms@dvn.com](mailto:Jenny.Harms@dvn.com)>; Green, Chelsey <[Chelsey.Green@dvn.com](mailto:Chelsey.Green@dvn.com)>  
**Subject:** [EXTERNAL] surface commingling application CTB-1021

Ms. Harms or Ms. Green,

I am reviewing surface commingling application CTB-1021 which involves a commingling project that includes the Red Bull 30 CTB 2 and is operated by Devon Energy Production Company, LP (6137).

The following wells are currently assigned 320 acre HSUs, but based off the application it looks like Devon intends to assign them a 640 acre HSU. Please confirm what Devon's intent is for these wells. Presuming it is to assign them a 640 acre HSU based off the CP order in effect, then please submit a print off of the sundry submitted to the BLM requesting this along with the appropriate C-102s. Once approved by the BLM, these will need to be submitted to the Division via the normal channels as well.

<b>30-025-48414</b>	<b>Red Bull 30 31 Federal State Com #2H</b>	<b>B C F G J K N O</b>	<b>30-23S-35E</b>	<b>2200</b>
		<b>B C F G J K N O</b>	<b>31-23S-35E</b>	
<b>30-025-48415</b>	<b>Red Bull 30 31 Federal State Com #3H</b>	<b>B C F G J K N O</b>	<b>30-23S-35E</b>	<b>2200</b>
		<b>B C F G J K N O</b>	<b>31-23S-35E</b>	

Please confirm that the NMSLO has received notification of this application.

It appears that NMNM 138884 was canceled 11/01/2019. Please confirm the status of the following tract of land and the status of the pending CA which includes this tract of land.

<b>NMNM 138884</b>	<b>I P</b>	<b>30-23S-35E</b>
--------------------	------------	-------------------

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

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

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

Run Date/Time: 4/21/2022 13:03 PM

Page 1 Of 2

01 12-22-1987;101STAT1330;30USC181 ET SEQ  
Case Type 312021: O&G LSE COMP PD -1987  
Commodity 459: OIL & GAS  
Case Disposition: CANCELLED

Total Acres:  
80.000

Serial Number  
NMNM 138884

Case File Juris:

Name & Address						Serial Number: NMNM-- 138884
						Int Rel      % Interest
MURCHISON OIL & GAS LLC	7250 DALLAS PKWY STE 1400	PLANO	TX	750245002	LESSEE	100.000000000

Serial Number: NMNM-- 138884										
Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0350E	030	ALIQ			E2SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- 138884

Serial Number: NMNM-- 138884			
Act Date	Act Code	Action Txt	Action Remarks
07/23/2018	387	CASE ESTABLISHED	201809090;
07/30/2018	299	PROTEST FILED	WILDEARTH GUARDIANS;
07/30/2018	299	PROTEST FILED	THE COALITION;
09/06/2018	191	SALE HELD	
09/06/2018	267	BID RECEIVED	\$2280080.00;
10/22/2018	237	LEASE ISSUED	
10/22/2018	298	PROTEST DISMISSED	THE COALITION
10/22/2018	298	PROTEST DISMISSED	WILDEARTH GUARDIANS
10/25/2018	974	AUTOMATED RECORD VERIF	DME
11/01/2018	496	FUND CODE	05;145003
11/01/2018	530	RLTY RATE - 12 1/2%	
11/01/2018	868	EFFECTIVE DATE	
12/19/2018	940	NAME CHANGE RECOGNIZED	EFF 10/24/18;/A/
12/19/2018	974	AUTOMATED RECORD VERIF	LL
11/01/2019	244	TERMINATED	
04/29/2021	791	TERMINAT'N NOTICE ISSUED	CLASS II;
04/29/2021	974	AUTOMATED RECORD VERIF	LBO

Line Number	Remark Text	Serial Number: NMNM-- 138884
0002	STIPULATIONS ATTACHED TO LEASE NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM	

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

Run Date/Time: 4/21/2022 13:03 PM

Page 2 Of 2

Line Number	Remark Text	Serial Number: NMNM-- 138884
0003	SENM-S-22 PRAIRIE CHICKEN	
0004	WO-ESA-7 ENDANGERED SPECIES ACT	
0005	WO-NHPA NATIONAL HISTORIC PRESERVATION ACT	
0006	/A/MURCHISON OIL AND GAS INC//LLC	
0007	5/27/21 RENTAL PD \$2251.00 RECEIPT 4908664;	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Well Name: RED BULL 30-31 FED STATE COM	Well Location: T23S / R35E / SEC 30 / NENW / 32.280859 / -103.410297	County or Parish/State: LEA / NM
Well Number: 2H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM115426	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002548414	Well Status: Producing Oil Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Notice of Intent

Sundry ID: 2685808

Type of Submission: Notice of Intent

Date Sundry Submitted: 08/04/2022

Date proposed operation will begin: 08/04/2022

Type of Action: APD Change

Time Sundry Submitted: 03:06

Procedure Description: Devon Energy Production Co., L.P. (Devon) respectfully requests to change the dedicated spacing on the subject well, please see attached revised plat.

NOI Attachments

Procedure Description

WA018127897\_RED\_BULL\_30\_31\_FED\_STATE\_COM\_2H\_WL\_AD\_20220804150522.pdf



Received by OCD: 11/14/2022 8:14:26 AM

Page 115 of 123

Well Name: RED BULL 30-31 FED STATE COM	Well Location: T23S / R35E / SEC 30 / NENW / 32.280859 / -103.410297	County or Parish/State: LEA / NM
Well Number: 2H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM115426	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002548414	Well Status: Producing Oil Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Operator

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

Operator Electronic Signature: CHELSEY GREEN	Signed on: AUG 04, 2022 03:05 PM
Name: DEVON ENERGY PRODUCTION COMPANY LP	
Title: Regulatory Compliance Professional	
Street Address: 333 West Sheridan Avenue	
City: Oklahoma City	State: OK
Phone: (405) 228-8595	
Email address: Chelsey.Green@dvn.com	

Field

Representative Name:		
Street Address:		
City:	State:	Zip:
Phone:		
Email address:		

BLM Point of Contact

BLM POC Name: CHRISTOPHER WALLS	BLM POC Title: Petroleum Engineer
BLM POC Phone: 5752342234	BLM POC Email Address: cwalls@blm.gov
Disposition: Accepted	Disposition Date: 10/24/2022
Signature: Chris Walls	

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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48414</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE;BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>2H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3420.3'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	30	23-S	35-E		725	NORTH	1514	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	31	23-S	35-E		28	SOUTH	2417	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>640</b>			

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

<p><u>RED BULL 30-31 FED STATE COM 2H</u> EL: 3420.3' LAT:32.280859 LON:103.410297 N:467136.48 E:826597.50</p> <p><u>KICK OFF POINT</u> 59' FNL 2046' FWL SEC. 30 LAT:32.282696 LON:103.408581 N:467809.57 E:827121.98</p> <p><u>FIRST TAKE POINT</u> 616' FNL 2041' FWL SEC. 30 LAT:32.281164 LON:103.408591 N:467252.07 E:827123.83</p> <p><u>LAST TAKE POINT</u> 38' FSL 2417' FEL SEC. 31 LAT:32.253920 LON:103.405965 N:457347.61 E:828021.02</p> <p><u>BOTTOM OF HOLE</u> LAT:32.253893 LON:103.405964 N:457337.62 E:828021.39</p> <p><small>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</small></p>		<p><b>OPERATOR CERTIFICATION</b></p> <p><i>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><u>Rebecca Deal</u> 8/24/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b></p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>04/19/2021 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <p>08/19/21</p> <p>Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p>
--	--	--

Intent ☐ As Drilled ☐

API #		
Operator Name:	Property Name:	Well Number

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

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

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

Well Name: RED BULL 30-31 FED STATE COM	Well Location: T23S / R35E / SEC 30 / NWNE / 32.280447 / -103.403813	County or Parish/State: LEA / NM
Well Number: 3H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM115426	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002548415	Well Status: Producing Oil Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Notice of Intent

Sundry ID: 2685771

Type of Submission: Notice of Intent

Date Sundry Submitted: 08/04/2022

Date proposed operation will begin: 08/04/2022

Type of Action: APD Change

Time Sundry Submitted: 02:24

Procedure Description: Devon Energy Production Co., L.P. (Devon) respectfully requests to change the dedicated spacing on the subject well, please see attached revised plat.

NOI Attachments

Procedure Description

RED\_BULL\_30\_31\_FED\_STATE\_COM\_3H\_C\_102\_AD\_20220804142158.pdf

Received by OCD: 11/14/2022 8:14:26 AM

Page 119 of 123

Well Name: RED BULL 30-31 FED STATE COM	Well Location: T23S / R35E / SEC 30 / NWNE / 32.280447 / -103.403813	County or Parish/State: LEA / NM
Well Number: 3H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM115426	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002548415	Well Status: Producing Oil Well	Operator: DEVON ENERGY PRODUCTION COMPANY LP

Operator

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

Operator Electronic Signature: CHELSEY GREEN	Signed on: AUG 04, 2022 02:21 PM
Name: DEVON ENERGY PRODUCTION COMPANY LP	
Title: Regulatory Compliance Professional	
Street Address: 333 West Sheridan Avenue	
City: Oklahoma City	State: OK
Phone: (405) 228-8595	
Email address: Chelsey.Green@dvn.com	

Field

Representative Name:		
Street Address:		
City:	State:	Zip:
Phone:		
Email address:		

BLM Point of Contact

BLM POC Name: CHRISTOPHER WALLS	BLM POC Title: Petroleum Engineer
BLM POC Phone: 5752342234	BLM POC Email Address: cwalls@blm.gov
Disposition: Accepted	Disposition Date: 10/24/2022
Signature: Chris Walls	



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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48415</b>	Pool Code <b>2200</b>	Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
Property Code <b>329954</b>	Property Name <b>RED BULL 30-31 FED STATE COM</b>	Well Number <b>3H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3409.7'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	30	23-S	35-E		883	NORTH	1741	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	31	23-S	35-E		1141	NORTH	2140	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>640</b>			

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

<p><u>RED BULL 30-31 FED STATE COM 3H</u> EL: 3409.7' LAT:32.280447 LON:103.403813 N:467004.05 E:828602.65</p> <p><u>KICK OFF POINT</u> 108' FNL 2113' FEL SEC. 30 LAT:32.282574 LON:103.405021 N:467774.73 E:828222.56</p> <p><u>FIRST TAKE POINT</u> 461' FNL 2136' FEL SEC. 30 LAT:32.281604 LON:103.405091 N:467421.50 E:828204.07</p> <p><u>LAST TAKE POINT</u> 1032' FNL 2135' FEL SEC. 31 LAT:32.265497 LON:103.405067 N:461561.74 E:828262.20</p> <p><u>BOTTOM OF HOLE</u> LAT:32.265198 LON:103.405083 N:461452.88 E:828258.02</p> <p><small>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</small></p>	<p>N:467842.11 E:825075.29</p> <p>N 89°16'08" E 5259.92'</p> <p>N:467909.23 E:830334.78</p> <p>N:465255.84 E:830361.04</p> <p>N:462564.61 E:825121.34</p> <p>N:462588.75 E:827747.22</p> <p>N:462613.36 E:830386.89</p> <p>N:459920.30 E:825144.07</p> <p>N:457281.99 E:825168.08</p> <p>N:457332.31 E:830438.18</p>	<p><b>OPERATOR CERTIFICATION</b></p> <p><i>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>Rebecca Deal</i> 9/1/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b></p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>03/26/2021 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <p>08/19/21</p> <p>Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p>
---	--	---

Intent ☐ As Drilled ☐

API #		
Operator Name:	Property Name:	Well Number

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

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

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone:(575) 393-6161 Fax:(575) 393-0720  
**District II**  
811 S. First St., Artesia, NM 88210  
Phone:(575) 748-1283 Fax:(575) 748-9720  
**District III**  
1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170  
**District IV**  
1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 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**

COMMENTS  
  
Action 158351

COMMENTS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 158351
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

COMMENTS

Created By	Comment	Comment Date
dmcclure	Rejected under Action ID: 48328	11/14/2022

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone:(575) 393-6161 Fax:(575) 393-0720  
**District II**  
811 S. First St., Artesia, NM 88210  
Phone:(575) 748-1283 Fax:(575) 748-9720  
**District III**  
1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170  
**District IV**  
1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 158351

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 158351
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created By	Condition	Condition Date
dmccclure	None	11/14/2022