



Devon Energy Production Company  
 333 W. Sheridan Avenue  
 Oklahoma City, Oklahoma 73102  
 Phone: (405)-552-7970  
 Erin.Workman@dvn.com

November 3, 2021

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

Interest Owners

**Re:** Central Tank Battery- Lone Tree Draw 14 CTB 1  
 Sec., T, R: W/2 NW/4 SW/4 of S14, T21S, R27E  
 Lease: NM LO 1899 0007; NM KO 3633; NM VA 0834; NM VB 1053 0000; NM OG  
 5809; NM KO 3633; NUEVO SEIS LTD PARTNERSHIP  
 Pool: [96144] CARLSBAD; BONE SPRING, EAST & [98314] WC ALACRAN HILLS  
 UPPER WOLFCAMP OI; [70070] ALACRAN HILLS; WOLFCAMP (GAS)  
 County: Eddy Co., New Mexico

To whom it may concern:

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

Name	API	Location
LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	L -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	M -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	M -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 621H	30-015-46403	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 623H	30-015-46435	L -14-21S-27E

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

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

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

Please contact the undersigned at (405) 228-8595 should you have any questions or need anything further.

Sincerely,

*Chelsey Green*

**Regulatory Compliance Professional**

333 W. Sheridan Ave.

Oklahoma City, OK 73102

(405) 228-8595

[Chelsey.green@dvn.com](mailto:Chelsey.green@dvn.com)

Enclosure

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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

**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., LP **OGRID Number:** 6137  
**Well Name:** See attachments for multiple wells and APIs **API:** \_\_\_\_\_  
**Pool:** [96144]CARLSBAD;BONE SPRING, EAST & [98314]WC ALACRAN HILLS UPPER WOLFCAMP OI; **Pool Code** 96144 & 98314; 70070  
[70070] ALACRAN HILLS;WOLFCAMP (GAS)

**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 holdersB. ☒ Royalty, overriding royalty owners, revenue ownersC. ☐ Application requires published noticeD. ☐ Notification and/or concurrent approval by SLOE. ☐ Notification and/or concurrent approval by BLMF. ☐ Surface ownerG. ☒ 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.**

Chelsey Green

Print or Type  
Name

  
Signature

11/01/21

Date

405-228-8595

Phone Number

chelsey.green@dvn.com

e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: DEVON ENERGY PRODUCTION CO, 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
SEE ATTACHMENTS					

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Chelsey Green TITLE: Regulatory Professional DATE: 11/01/21

TYPE OR PRINT NAME Chelsey Green TELEPHONE NO.: 405-228-8595

E-MAIL ADDRESS: chelsey.green@dvn.com



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

Proposal for **LONE TREE DRAW 14 CTB 1:**

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

NMOCD ORDER	Name	API	POOL	Pad Assignment [SV]	LEASES	LEASES	LEASES	LEASES
NEW WELL	LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1655 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1715 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	L -14-21S-27E 1990 FSL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 396 FSL 195 FWL				
NEW WELL	LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 377 FSL 172 FWL	NM OG 5809	NM LO 1899 0007	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP
NEW WELL	LONE TREE DRAW 14-13 STATE COM 621H	30-015-46403	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	E -14-21S-27E 1685 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 623H	30-015-46435	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	L -14-21S-27E 1960 FSL 280 FWL	NM KO 3633	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP	

## CA:

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

Well Name	API/UWI	POOL	CA
LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14

LONE TREE DRAW 14-13 STATE COM 621H	30-015- 46403	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 623H	30-015- 46435	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14

**Oil & Gas metering:**

The Lone Tree Draw 14 CTB 1 central tank battery is in the W/2 NW/4 SW/4 of S14, T21S, R27E in Eddy County, New Mexico.

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Lone Tree Draw 14-13 State Com 336H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 335H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 331H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 621H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 332H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 333H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 623H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Oil FMP	ORYX / *		

Meter Owner / Serial Number:

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

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

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

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the 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 royalty income, production accountability, or the distribution of royalty.

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

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

## Allocation Methodology

### PRORATED ALLOCATION

#### **GAS ALLOCATION**

Each well has a Wellhead Allocation (WH ALLOC) meter and a Gas Lift Injection (GL INJ) meter. The CTB has a commingled gas Meter (BATT ALLOC or 3rd Party Sales) that measures the volume of gas that leaves the CTB, this meter would be considered the FMP. Any Buy Back meter that measures off-lease gas coming on lease used for gas lift injection from the gathering line would be considered an FMP.

1. Buyback is the volume of off-lease gas used for gas lift, compression fuel, and well injection.
2. Net Well Production is base amount of production not used for gas lift and is calculated by subtracting gas lift injection (GL INJ) volume from the wellhead allocation (WH ALLOC) meter reading.
3. Lease use gas is allocated by theoretical % for each well \* total amount of lease use volume.
4. Theoretical % used for the allocation of production/sales is calculated by dividing the Net Well Production volume for each well into the sum of the Net Well Production.
5. Net CTB Gas is Battery Allocation (BATT ALLOC) or 3rd Party Sales meter measuring commingled CTB gas less any Buy Back. All off lease Buy Back will be metered as an FMP and netted out of the BATT ALLOC FMP metered volume to derive both the Total Net FMP and total Net CTB production.
6. Theoretical % for each well is multiplied by the Net CTB Gas.
7. HP Flare is volume of gas flared from the CTB, allocated to wells by Theoretical % for each well \* HP FL volume.
8. VRU measures the gas that flashes from the ultra-low-pressure separator (ULPS) and is piped in upstream of the commingled CTB BATT ALLOC meter. The VRU volume will be allocated based on the same allocation methodology applied for WH ALLOC allocated gas.
9. Allocated Production is all gas produced by CTB and is calculated by adding Total Net FMP Volumes+ HP Flare + Lease Use.

**OIL ALLOCATION**

Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) – Beginning Tank Inventory.
2. Available oil for sale is calculated by Pipeline LACT (FMP) + Beginning Tank Inventory.
3. Theoretical % is calculated by dividing each oil meter volume into the sum of oil meters.
4. The Theoretical % available for sale is the well sales available divided by the total available sales.
5. Total Sales Volume is the volume of oil sold through the FMP meter
6. Beginning Inventory comes from previous accounting period's Ending Inventory for each well.
7. Ending Inventory for each well is calculated by multiplying the theoretical production % by total ending inventory.

**WATER ALLOCATION**

Each well has a water meter measuring the volume of water produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Transferred Volume back to each well.

1. CTB Allocated production is volume of water produced by the CTB and is calculated by Ending Tank Inventory + Water Transfer – Beginning Tank Inventory.
2. CTB Available Water to Transfer is calculated by Water Transfer + Tank Inventory.
3. Theoretical % is calculated by dividing each water meter volume into the sum of the water meters.
4. The Theoretical % available for transfer for each well is the well production available divided the total Available water.
5. Total Transfer Volume is the volume of water metered by the water transfer meter.
6. Beginning Inventory comes from previous accounting period's allocated Ending Inventory for each well.
7. Ending Inventory for each well is calculated by multiplying the theoretical production % by total ending inventory.

## Economic Justification Report

### LONE TREE DRAW 14 CTB 1

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
LONE TREE DRAW 14-13 STATE COM 331H	Sweet	Please reference commingle proposal for leases						151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 332H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 333H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 335H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 336H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 621H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 623H	Sweet							151	46	565	1431
*Production from off-set wells											

Signed: \_\_\_\_\_



Date: 11/2/2021

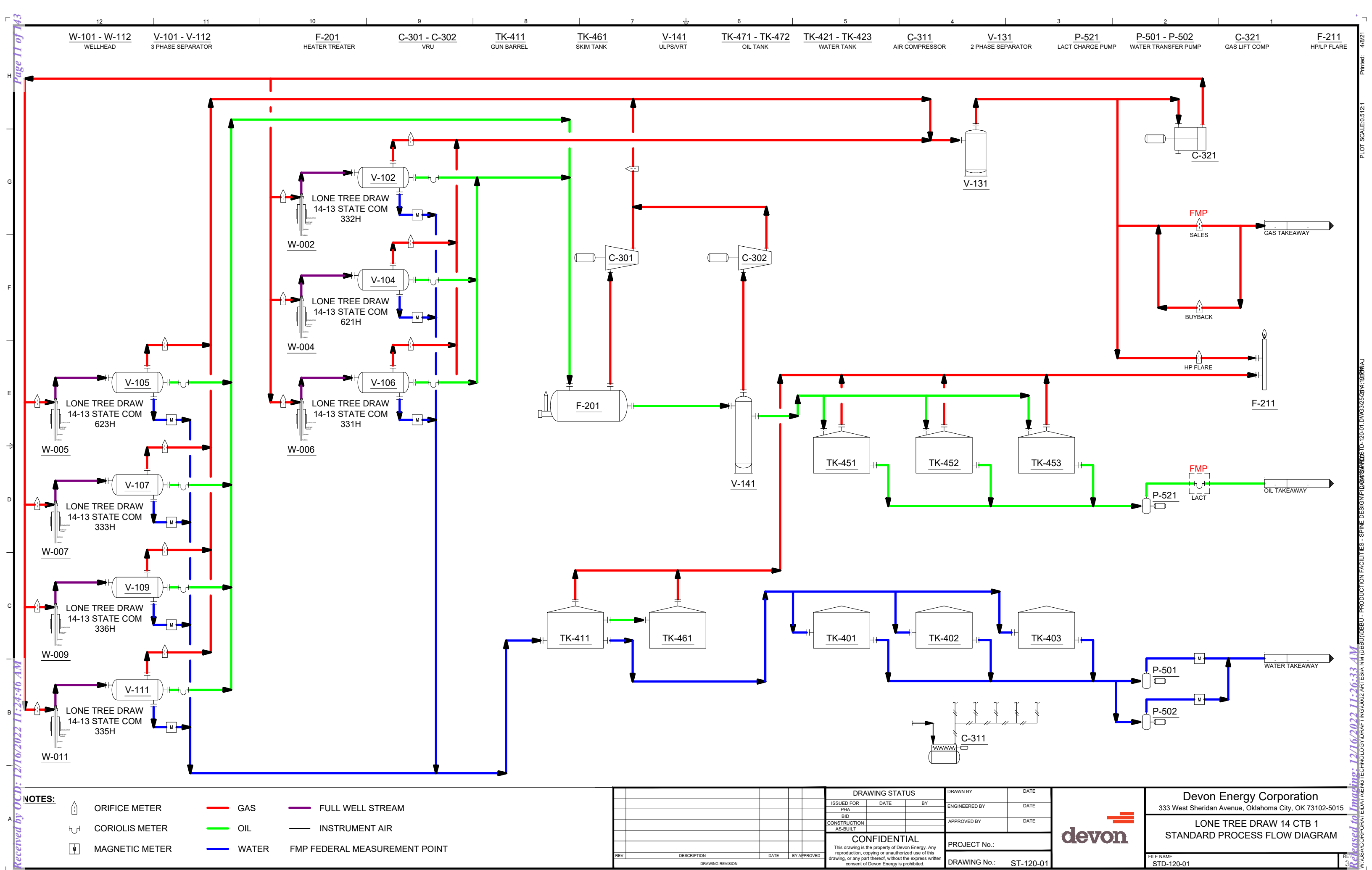
Printed Name: Chelsey Green

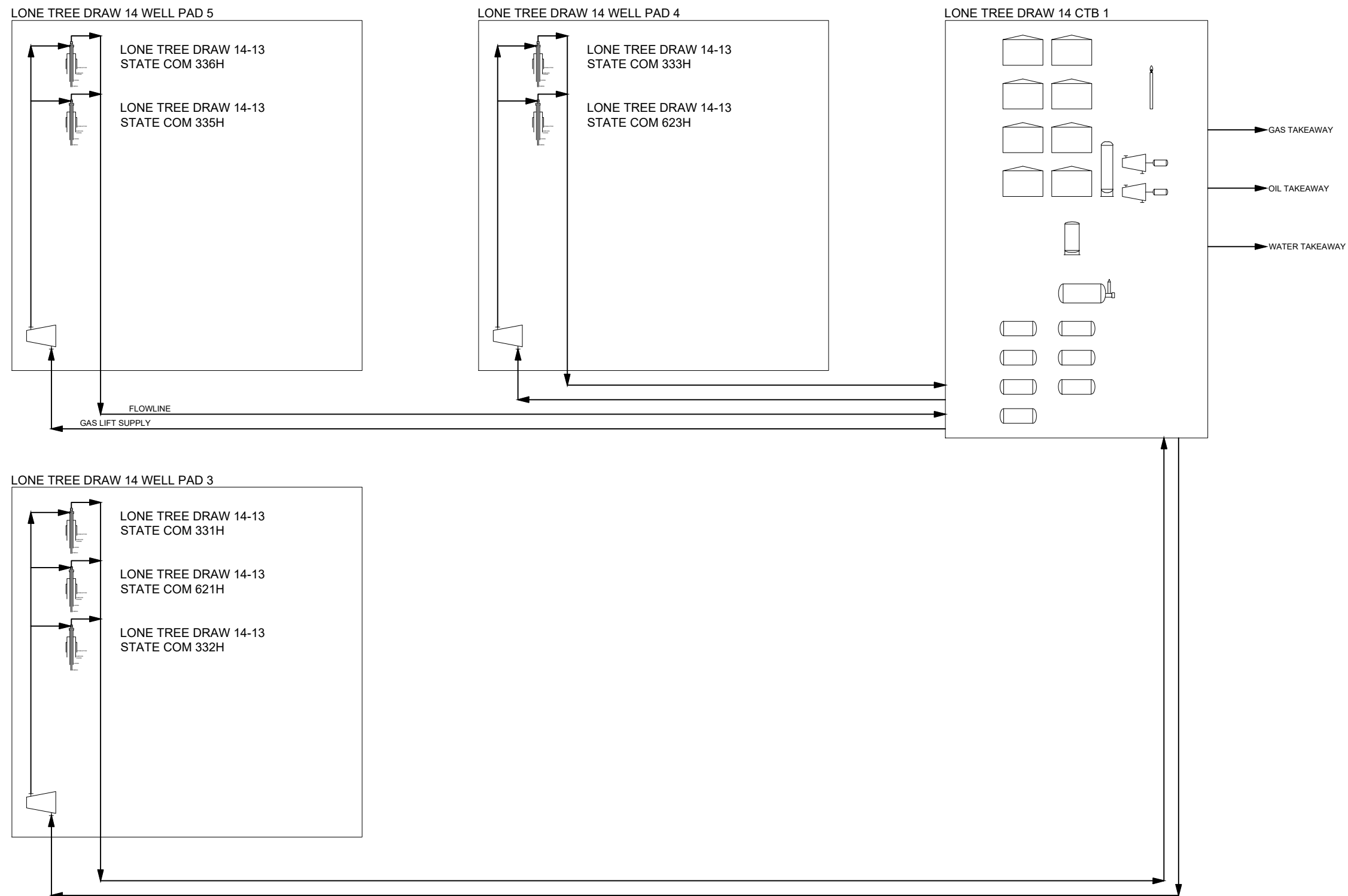
Title: Regulatory Compliance Specialist

## Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
955.0	46.0	3805.0	1431.0

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



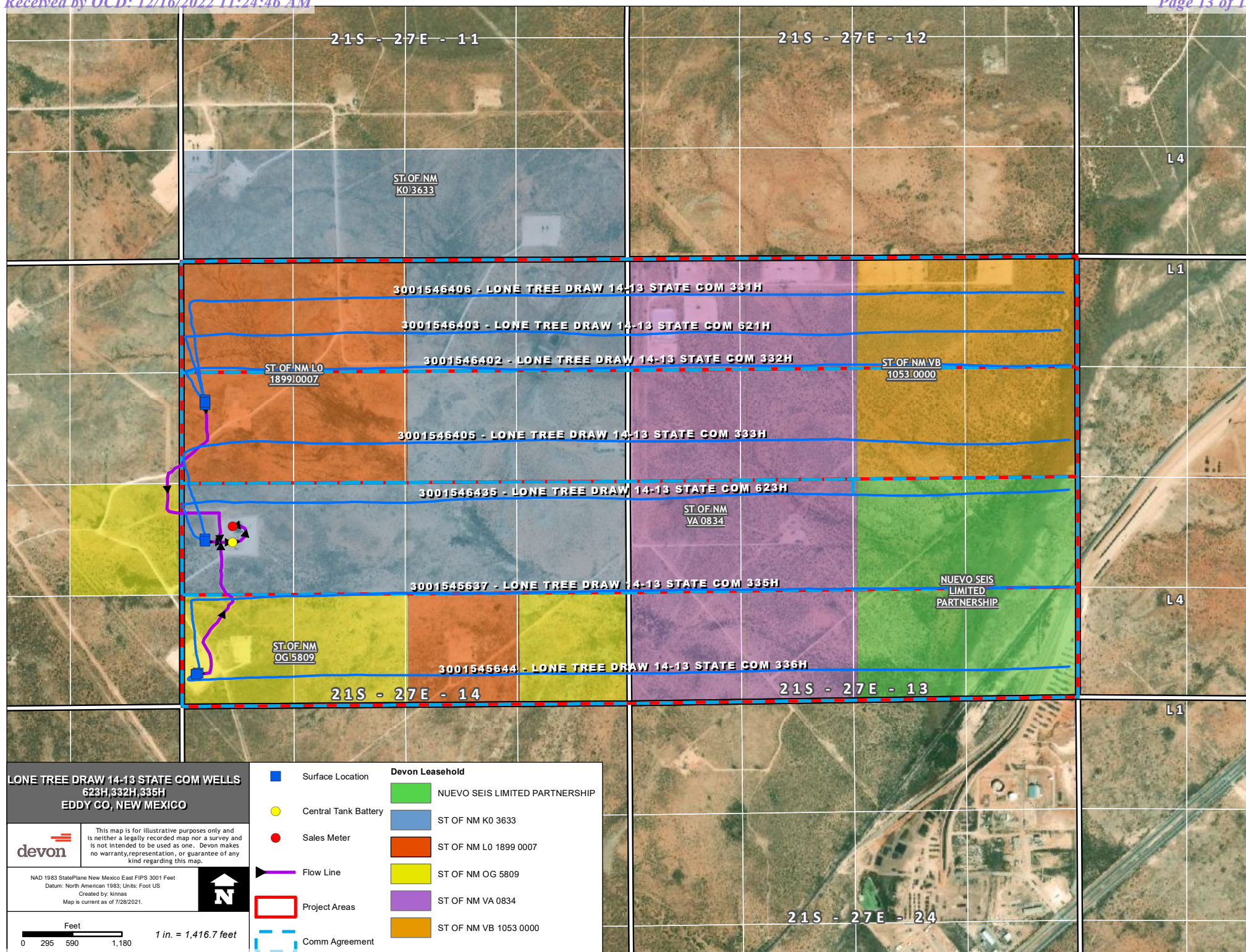


**NOTES:**

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

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

**STATE/STATE OR  
STATE/FEE**  
Revised March 2017

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Lone Tree Draw 14-13 State Com 335H

STATE OF NEW MEXICO )  
SS)

API #: 30 - 15 - 45637

COUNTY OF **EDDY** )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **APRIL 1**, 20 **19**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version  
March, 2017

State/State  
State/Fee



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 undersigned as follows:

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

Subdivisions **the S/2 of Section 14 & the S/2**

Of Sect(s) **13** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM  
containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.



4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be



terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

BY: Catherine Lebsack, Vice President

Name and Title of Authorized Agent

Catherine Lebsack

Signature of Authorized Agent

*gt Ca*

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 )  
 )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

State of Oklahoma )  
 County of Oklahoma )  
 )  
 )

This instrument was acknowledged before me on 6/18/2019 Date

By Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



Brenda Pymale  
 Signature of Notarial Officer

My commission expires: 05/15/2023

LEASE #: **VA 0834, K0 3633, and L0 1899**LESSEE OF RECORD: **Devon Energy Production Company, L.P.**BY: **Catherine Lebsack, Vice President**

Name &amp; Title of Authorized Agent

Catherine Lebsack  
 Signature of Authorized Agent

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
 )  
 County of \_\_\_\_\_ )

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of **OKLAHOMA** )  
 )  
 County of **OKLAHOMA** )

This instrument was acknowledged before me on

6/18/2019 Date

By **Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.**

Name(s) of Person(s)

(Seal)



Treanda Plymale  
 Signature of Notarial Officer

My commission expires: 05/15/2023



LEASE #: **OG 5809**LESSEE OF RECORD: **PENROC OIL CORPORATION**BY: M. P. Merchant, President  
Name & Title of Authorized Agent[Signature]  
Signature of Authorized Agent**Acknowledgment in an Individual Capacity**State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
SS)

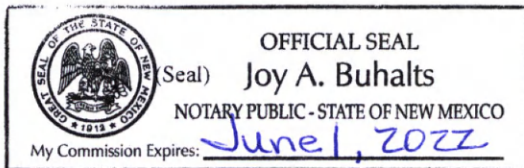
This instrument was acknowledged before me on \_\_\_\_\_ Date

By \_\_\_\_\_  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**State of New Mexico )  
County of Lea )  
SS)This instrument was acknowledged before me on June 19, 2019 DateBy M. P. Merchant, President of Penroc Oil Corporation  
Name(s) of Person(s)[Signature]  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_



LEASE #: **OG 5809**LESSEE OF RECORD: **BRANEX RESOURCES, INC**BY: **BRANEX RESOURCES, INC.**  
**By F. Andrew Grooms, President**  
Name & Title of Authorized Agent

Signature of Authorized Agent

**Acknowledgment in an Individual Capacity**State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
SS)

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

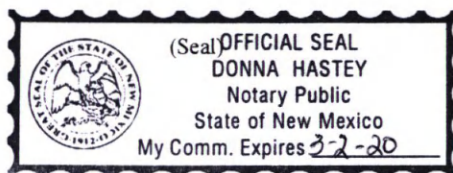
(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**State of New Mexico )  
County of Lincoln )  
SS)This instrument was acknowledged before me on 6-17-2019

Date

By **BRANEX RESOURCES, INC.**  
**By F. Andrew Grooms, President**  
Name(s) of Person(s)

Signature of Notarial Officer

My commission expires: March 2, 20202019 SEP 12 AM 10:44  
March, 2017State/State  
State/Fee

6

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated April 1, 2019,  
by and between Devon Energy Production Company, L.P., Branex Resources, Inc., and Penroc Oil  
Corporation

the Subdivisions the S/2 of Section 14 & the S/2 of,

Sect 13, Twnshp 21S, Rnge 27E, NMPM EDDY County, NM

Limited in depth from \_\_\_\_\_ ft to \_\_\_\_\_ ft. (enter here what is granted in pooling order if  
applicable)

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

**DESCRIPTION OF LEASES COMMITTED:****TRACT NO. 1**

Lessor:

**ST NM VA 0834**

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **VA 0834** Date of Lease: **3/1/1993**

Description of Lands Committed:

Subdivisions: **SW**

Sect 13 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

**TRACT NO. 2**

Lessor: **ST NM K0 3633**

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **K0 3633** Date of Lease: **10/15/1963**

Description of Lands Committed:

Subdivisions: **N/2 S/2**

Sect 14 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

ONLINE version

State/State

March, 2017

State/Fee

**TRACT NO. 3**Lessor: **ST NM L0 1899**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**Serial No. of Lease: **L0 1899** Date of Lease: **12/17/1968**

Description of Lands Committed:

Subdivisions: **SW/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **40****TRACT NO. 4**Lessor: **ST NM OG 5809**Lessee of Record: **Branex Resources, Inc. and Penroc Oil Corporation**Serial No. of Lease: **OG 5809** Date of Lease: **8/18/1959**

Description of Lands Committed:

Subdivisions: **S/2 SW/4 and SE/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **120****TRACT NO. 5**Lessor: **Fee Lands**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: Date of Lease:

Description of Lands Committed:

Subdivisions: **SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **160**

**RECAPITULATION**

<b>Tract number</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
No. 1	160	25.00%
No. 2	160	25.00%
No. 3	40	6.25%
No. 4	120	18.75%
No. 5	160	25.00%
<b>TOTAL</b>	<b>640</b>	

ONLINE version  
March, 2017

State/State  
State/Fee





**Commissioner**

**Stephanie Garcia Richard**

***State of New Mexico***  
***Commissioner of Public Lands***

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

**COMMISSIONER'S OFFICE**

Phone (505) 827-5760

Fax (505) 827-5766

[www.nmstatelands.org](http://www.nmstatelands.org)

Clint Dake  
Devon Energy Production Company, LP  
333 W. Sheridan Avenue  
Oklahoma City, OK 73102

February 18<sup>th</sup>, 2020

Re: Communitization Agreement Approval  
Lone Tree Draw 14-13 State Com #335H  
Vertical Extent: Bone Spring  
Township: 21 South, Range 27 East, NMPM  
Sect 14: S2  
Sect 13: S2  
Eddy County, New Mexico

Dear Mr Dake,

The Commissioner of Public Lands has this date approved the Lone Tree Draw 14-13 State Com #335H Communitization Agreement for the Bone Spring formation effective 4/1/2019. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Niranjana Khalsa at (505) 827-6628.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard" followed by a stylized flourish.

Stephanie Garcia Richard  
COMMISSIONER OF PUBLIC LANDS

**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Devon Energy Production Company, LP**  
**Lone Tree Draw 14-13 State Com #335H**  
**Vertical Extent: Bone Spring**  
**Township: 21 South, Range: 27 East, NMPM**  
**Section 14: S2**  
**Section 13: S2**  
**Eddy County, New Mexico**

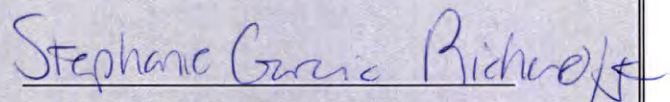
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There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **18<sup>th</sup> Day of February, 2020**.



**COMMISSIONER OF PUBLIC LANDS**  
**of the State of New Mexico**



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

**STATE/STATE OR  
STATE/FEE**  
Revised March 2017

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name:

Lone Tree Draw 14-13 State Com 332H

STATE OF NEW MEXICO )  
SS)

API #: 30 - 015 - 46402

COUNTY OF **EDDY** )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version  
March, 2017

State/State  
State/Fee



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 undersigned as follows:

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

Subdivisions

**N/2**

Of Sect(s) **13 & 14** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.



4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be



terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

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 February 11<sup>th</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

Lone Tree Draw 14-13 State Com 332H

## PLAT

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the N/2 of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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

<b>14</b>	Tract 1 L-1899 160 Acres		Tract 2 K-3633 160 Acres	<b>13</b>	Tract 3 VA-0834 160 Acres		Tract 4 VB-1053 160 Acres
●							

**Lone Tree Draw 14-13 State Com 332H**

SHL: 1,715' FNL & 280' FWL of Section 14-T21S-R27E

BHL: 1,310' FNL & 20' FEL of Section 13-T21S-R27E



**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing N/2 of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Bone Spring Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East  
Section 14: Insofar and only insofar as said lease covers the NW/4

Number of Acres: 160.00

**Tract No. 2**

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East  
Section 14: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

**Tract No. 3**

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East  
Section 13: Insofar and only insofar as said lease covers  
the NW/4

Number of Acres: 160.00

**Tract No. 4**

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East  
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	160.00	25.0000%
2	160.00	25.0000%
3	160.00	25.0000%
4	160.00	25.0000%
Total	640.00	100.0000%

Lone Tree Draw 14-13 State Com 332H

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

**STATE/STATE OR  
STATE/FEE**  
Revised March 2017

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Lone Tree Draw 14-13 State Com 623H

STATE OF NEW MEXICO )  
SS)

API #: 30 - 015 - 46435

COUNTY OF **EDDY** )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **April 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Wolfcamp** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version  
March, 2017

State/State  
State/Fee

1



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 undersigned as follows:

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

Subdivisions

**All**

Of Sect(s) **14 & 13** Twnshp **21S** Rng **27E** NMPM **Eddy** County, NM

containing **1280** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be



terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

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 May 10, 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)



Kara Noltensmeyer  
Signature of Notarial Officer

My Commission Expires: 3-2-2025

Lone Tree Draw 14-13 State Com 621H and 623H

LESSEE OF RECORD:

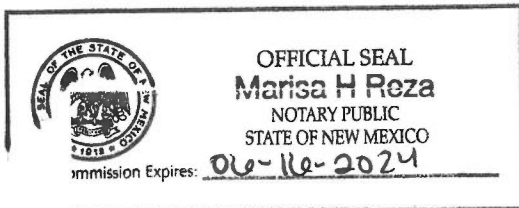
Penroc Oil Corp.

BY: [Signature]Name: M. Y. Merchant  
Title: President

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF New Mexico )  
COUNTY OF Lea ) SS  
)This instrument was acknowledged before me on April 15<sup>th</sup>, 2021, by  
M. Y. Merchant, as President of  
Penroc Oil Corp. \_\_\_\_\_[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 06-16-2024

Lone Tree Draw 14-13 State Com 621H and 623II

LESSEE OF RECORD:

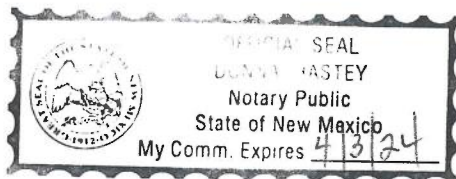
Branex Resources Inc.

BY: F. Andrew GroomeName: F. Andrew GroomeTitle: President

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF New Mexico )  
COUNTY OF Lincoln ) SSThis instrument was acknowledged before me on April 26<sup>th</sup>, 2021, by F. Andrew Groome as President of Branex Resources Inc. a New Mexico corporation on behalf of said corporation.

(Seal)

Donna Hastey  
Signature of Notarial Officer  
My Commission Expires: April 3, 2024

Lone Tree Draw 14-13 State Com 621H and 623H



## PLAT

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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



**Tract 1:**  
ST OF NM L0-1899  
(200 acres)



**Tract 2:**  
ST OF NM K0-3633  
(320 acres)



**Tract 3:**  
St OF NM VA-0834  
(320 acres)



**Tract 4:**  
ST OF NM VB-1053  
(160 acres)



**Tract 5:**  
Nuevo Seis Limited  
Partnership et al\*  
(160 acres)



**Tract 6:**  
ST OF NM OG-5809  
(120 acres)



\*Eleven fee leases cover the SE/4 of Section 13.

**Lone Tree Draw 14-13 State Com 621H**

SHL: Sec. 14-21S-27E 1,685' FNL & 280' FWL  
BHL: Sec. 13-21S-27E 900' FNL & 20' FEL

**Lone Tree Draw 14-13 State Com 623H**

SHL: Sec. 14-21S-27E 1,960' FNL & 280' FWL  
BHL: Sec. 13-21S-27E 2,309' FSL & 20' FEL

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Wolfcamp Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East  
Section 14: Insofar and only insofar as said lease covers  
the NW/4 and SW/4 SE/4

Number of Acres: 200.00

**Tract No. 2**

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East  
Section 14: Insofar and only insofar as said lease covers  
the NE/4 and N/2 S/2

Number of Acres: 320.00

Lone Tree Draw 14-13 State Com 621H and 623H



**Tract No. 3**

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East  
Section 13: Insofar and only insofar as said lease covers  
the W/2

Number of Acres: 320.00

**Tract No. 4**

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East  
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

**Tract No. 5**

Lessor:	Monte L Lyons et ux
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	September 16, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Grace Redwine
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	October 3, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Andrew Don Fry
Original Lessee of Record:	T. Verne Dwyer
Date of Lease:	May 22, 2012
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Martin and Martin LLLP  
Original Lessee of Record: Armstrong Energy Corporation  
Date of Lease: February 16, 2012  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lessor: William F. Brainerd  
Original Lessee of Record: Armstrong Energy Corporation  
Date of Lease: February 16, 2012  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lessor: Joseph N. Scott  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: October 1, 2014  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H



Lessor: George M. O'Brien et ux  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: January 10, 2019  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lessor: KCK Resources Inc.  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: January 17, 2019  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lessor: Blue Ridge Royalties LLC  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: January 16, 2019  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Unicorn Energy LLC  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: February 12, 2019  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

Lessor: Nuevo Seis Limited Partnership  
Original Lessee of Record: Devon Energy Production Company, L.P.  
Date of Lease: June 4, 2019  
Description of Land Committed: Township 21 South, Range 27 East  
Section 13: SE/4  
Number of Acres: 160.00

**Tract No. 6**

Lessor: State of New Mexico  
Lessee of Record: Penroc Oil Corp. and Branex Resources Inc.  
Serial No. of Lease: OG-5809  
Date of Lease: August 18, 1959  
Description of Land Committed: Township 21 South, Range 27 East  
Section 14: S/2 SW/4 and SE/4 SE/4  
Number of Acres: 120.00

Lone Tree Draw 14-13 State Com 621H and 623H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	200.00	15.625%
2	320.00	25.000%
3	320.00	25.000%
4	160.00	12.500%
5	160.00	12.500%
6	120.00	9.375%
Total	1280.00	100.0000%

Lone Tree Draw 14-13 State Com 621H and 623H



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State of New Mexico  
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OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code <b>96144</b>	<sup>3</sup> Pool Name <b>CARLSBAD; BONE SPRING, EAST</b>
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>LONE TREE DRAW 14-13 STATE COM</b>	<sup>6</sup> Well Number <b>331H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3256.3</b>

<sup>10</sup> Surface Location

UL or lot no. <b>E</b>	Section <b>14</b>	Township <b>21 S</b>	Range <b>27 E</b>	Lot Idn	Feet from the <b>1655</b>	North/South line <b>NORTH</b>	Feet from the <b>280</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
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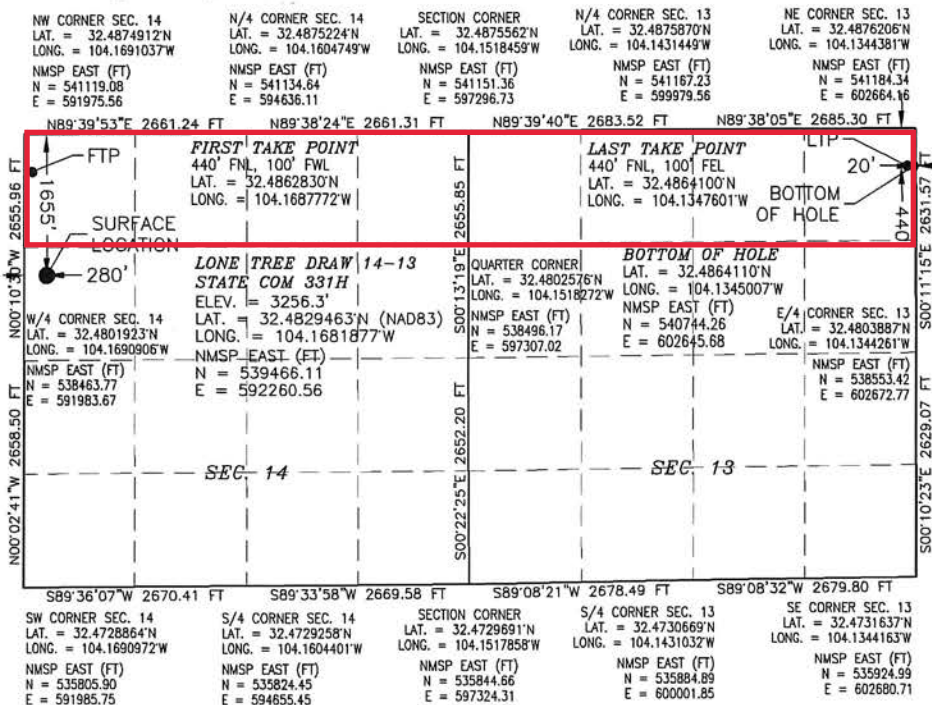
<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. <b>A</b>	Section <b>13</b>	Township <b>21 S</b>	Range <b>27 E</b>	Lot Idn	Feet from the <b>440</b>	North/South line <b>NORTH</b>	Feet from the <b>20</b>	East/West line <b>EAST</b>	County <b>EDDY</b>
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<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><b>17 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Erin Workman</u> Date: <u>10/14/19</u></p> <p>Printed Name: <u>Erin Workman</u></p> <p>E-mail Address: <u>Erin.workman@dvn.com</u></p>			
<p><b>18 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019</p> <p>Date of Survey: <u>MAY 6, 2019</u></p> <p>Signature and Seal of Professional Surveyor: <u>[Signature]</u></p> <p>Certificate Number: <u>FILIMON F. JARAMILLO, PLS 12797</u></p> <p>SURVEY NO. 7252</p>			



Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 331H
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## Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 553	From N/S NORTH	Feet 30	From E/W WEST	County EDDY
Latitude 32.485976					Longitude -104.168925			NAD 83	

## First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4862830					Longitude 104.1687772			NAD 83	

## Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4864100					Longitude 104.1347601			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



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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name
	96144	CARLSBAD; BONE SPRING, EAST

No

<sup>4</sup> Property Code	<sup>5</sup> Property Name	<sup>6</sup> Well Number
	LONE TREE DRAW 14-13 STATE COM	332H
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name	<sup>9</sup> Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3255.0

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1715	NORTH	280	WEST	EDDY

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	13	21 S	27 E		1310	NORTH	20	EAST	EDDY

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
640			

allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><b>17 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i> 10/14/19 Signature Date</p> <p>Erin Workman Printed Name</p> <p>Erin.workman@dv.com E-mail Address</p>			
<p><b>18 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019 Date of Survey</p> <p><i>Filimon F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILIMON F. JARAMILLO, PLS 12797 SURVEY NO. 7253</p>			



Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 332H
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## Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 50	From E/W WEST	County EDDY
Latitude 32.483896					Longitude -104.168932			NAD 83	

## First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4838921					Longitude 104.1687729			NAD 83	

## Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4840191					Longitude 104.1347561			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
----------------	----------------	-------------

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-46405	<sup>2</sup> Pool Code 96144	<sup>3</sup> Pool Name CARLSBAD;BONE SPRING, EAST
<sup>4</sup> Property Code 323153	<sup>5</sup> Property Name LONE TREE DRAW 14-13 STATE COM	
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>6</sup> Well Number 333H  <sup>9</sup> Elevation 3243.6

## <sup>10</sup> Surface Location

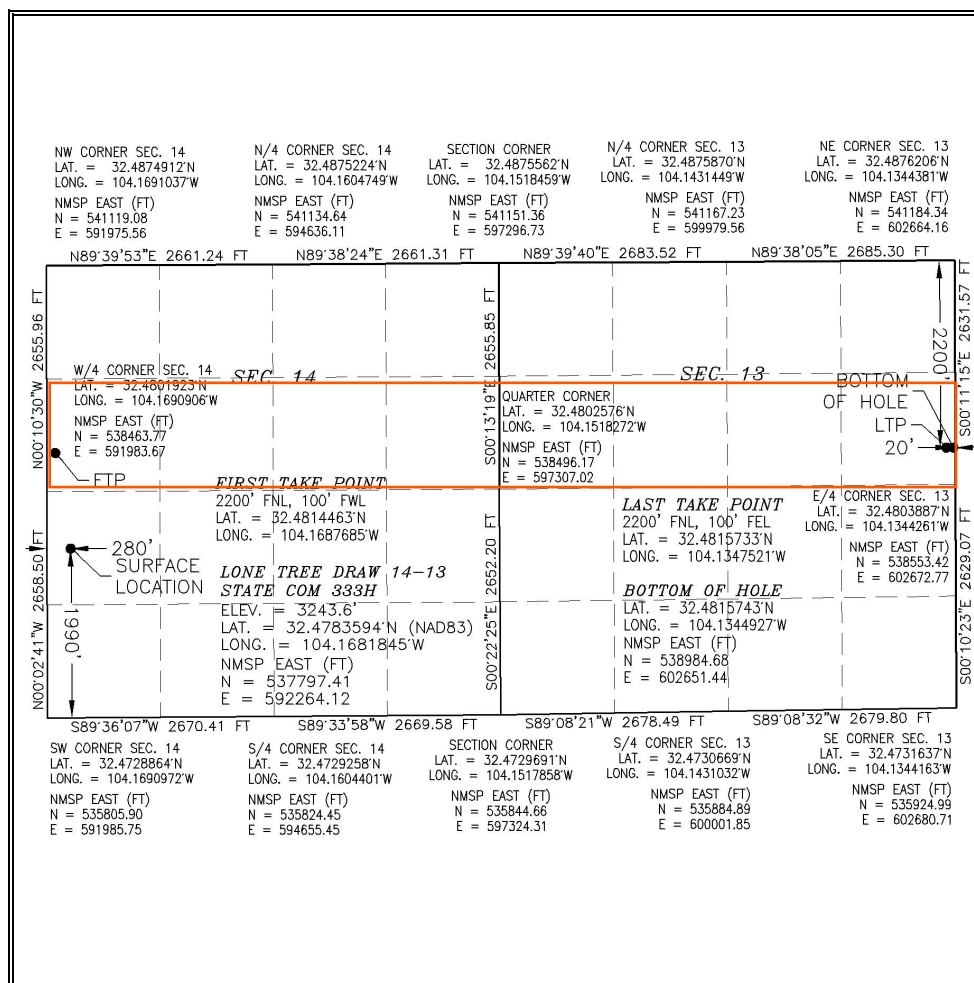
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>14</b>	<b>21 S</b>	<b>27 E</b>		<b>1990</b>	<b>SOUTH</b>	<b>280</b>	<b>WEST</b>	<b>EDDY</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>13</b>	<b>21 S</b>	<b>27 E</b>		<b>2200</b>	<b>NORTH</b>	<b>20</b>	<b>EAST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
320			

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.



## 17 OPERATOR CERTIFICATION

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

Signature: Chelsey Green Date: 12/11/2020

Chelsey Green

---

Printed Name

chelsey.green@dvn.com

---

E-mail Address

## 18 SURVEYOR CERTIFICATION

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

DECEMBER 8, 2020

Date of Survey \_\_\_\_\_

Signature and Seal of Professional Surveyor:

Certificate Number: ELDON S. JARAMILLO, LS 12797

Intent ☒ As Drilled ☐

API # 30-015-46405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 333H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2136	FNL	272	FWL	EDDY
Latitude 32.4815					Longitude -104.1683				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	14	21S	27E		2200	NORTH	100	WEST	EDDY
Latitude 32.4814463					Longitude 104.1687685				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
H	13	21S	27E		2200	NORTH	100	EAST	EDDY
Latitude 32.4815733					Longitude 104.1347521				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

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-45637</b>	<sup>2</sup> Pool Code <b>96144</b>	<sup>3</sup> Pool Name <b>CARLSBAD; BONE SPRING, EAST</b>
<sup>4</sup> Property Code <b>323153</b>	<sup>5</sup> Property Name <b>LONE TREE DRAW 14-13 STATE COM</b>	<sup>6</sup> Well Number <b>335H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3260.3</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>14</b>	<b>21 S</b>	<b>27 E</b>		<b>396</b>	<b>SOUTH</b>	<b>195</b>	<b>WEST</b>	<b>EDDY</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>13</b>	<b>21 S</b>	<b>27 E</b>		<b>1305</b>	<b>SOUTH</b>	<b>104</b>	<b>EAST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres <b>640</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>NW CORNER SEC. 14 LAT. = 32.4874912°N LONG. = 104.1691037°W NMSP EAST (FT) N = 541119.08 E = 591975.56</p> <p>N/4 CORNER SEC. 14 LAT. = 32.4875224°N LONG. = 104.1604749°W NMSP EAST (FT) N = 541134.64 E = 594636.11</p> <p>SECTION CORNER LAT. = 32.4875562°N LONG. = 104.1518459°W NMSP EAST (FT) N = 541151.36 E = 597296.73</p> <p>N/4 CORNER SEC. 13 LAT. = 32.4875870°N LONG. = 104.1431449°W NMSP EAST (FT) N = 541167.23 E = 599979.56</p> <p>NE CORNER SEC. 13 LAT. = 32.4876206°N LONG. = 104.1344381°W NMSP EAST (FT) N = 541184.34 E = 602664.16</p> <p>N89°39'53"E 2661.24 FT    N89°38'24"E 2661.31 FT    N89°39'40"E 2683.52 FT    N89°38'05"E 2685.30 FT</p>		<p><b>17 OPERATOR CERTIFICATION</b> I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unless mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i>    12/20/2019 Signature    Date</p> <p><b>Erin Workman</b> Printed Name</p> <p><b>Erin.workman@dmv.com</b> E-mail Address</p>	
<p>AS-DRILLED</p> <p>SEC. 14    SEC. 13</p> <p>W/4 CORNER SEC. 14 LAT. = 32.4801923°N LONG. = 104.1690905°W NMSP EAST (FT) N = 538463.77 E = 591983.67</p> <p>1/4 CORNER SEC. 14 LAT. = 32.4739776°N (NAD83) LONG. = 104.1684640°W NMSP EAST (FT) N = 536203.20 E = 592180.41</p> <p>KICK OFF POINT 1260' FSL, 114' FWL LAT. = 32.4763500°N LONG. = 104.1687250°W FIRST TAKE POINT 1276' FSL, 597' FWL LAT. = 32.4764009°N LONG. = 104.1671588°W</p> <p>QUARTER CORNER LAT. = 32.4802576°N LONG. = 104.1518272°W NMSP EAST (FT) N = 538496.17 E = 597307.02</p> <p>E/4 CORNER SEC. 13 LAT. = 32.4803887°N LONG. = 104.1344261°W NMSP EAST (FT) N = 538593.42 E = 602672.77</p> <p>LAST TAKE POINT 1305' FSL, 136' FEL LAT. = 32.4767447°N LONG. = 104.1348612°W BOTTOM OF HOLE LAT. = 32.4762462°N LONG. = 104.1347574°W NMSP EAST (FT) N = 537228.27 E = 602573.07</p> <p>N00°10'30"W 2655.96 FT    S00°13'19"E 2655.85 FT    S00°11'15"E 2631.57 FT    S00°10'23"E 2629.07 FT</p>		<p><b>18 SURVEYOR CERTIFICATION</b> I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 6, 2018 Date of Survey</p> <p><i>William F. Jaramila</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>PLS 12797</b> SURVEY NO. 6732</p>	



Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 335H
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## Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1260	From N/S SOUTH	Feet 114	From E/W WEST	County EDDY
Latitude 32.4763500					Longitude 104.1687250			NAD 83	

## First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1276	From N/S SOUTH	Feet 597	From E/W WEST	County EDDY
Latitude 32.4764009					Longitude 104.1671588			NAD 83	

## Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 1305	From N/S SOUTH	Feet 136	From E/W EAST	County EDDY
Latitude 32.4767447					Longitude 104.1348612			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

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State of New Mexico  
Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

RECEIVED

JAN 10 2020

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☒ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-45644	<sup>2</sup> Pool Code 96144	<sup>3</sup> Pool Name CARLSBAD; BONE SPRING, EAST
<sup>4</sup> Property Code 323153	<sup>5</sup> Property Name LONE TREE DRAW 14-13 STATE COM	<sup>6</sup> Well Number 336H
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>9</sup> Elevation 3259.1

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>14</b>	<b>21 S</b>	<b>27 E</b>		<b>377</b>	<b>SOUTH</b>	<b>172</b>	<b>WEST</b>	<b>EDDY</b>

## " 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	13	21 S	27 E		353	SOUTH	102	EAST	EDDY

<sup>12</sup> Dedicated Acres 640	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

NW CORNER SEC. 14  
LAT. = 32.4874912'N  
LONG. = 104.1691037'W

N/4 CORNER SEC. 14  
LAT. = 32.4875224'N  
LONG. = 104.1604749'W

SECTION CORNER  
LAT. = 32.4875562'N  
LONG. = 104.1518459'W

N/4 CORNER SEC. 13  
LAT. = 32.4875870'N  
LONG. = 104.1431449'W

NE CORNER SEC. 13  
LAT. = 32.4876206'N  
LONG. = 104.1344381'W

NMSP EAST (FT)  
N = 541119.08  
E = 591975.56

NMSP EAST (FT)  
N = 541134.64  
E = 594636.11

NMSP EAST (FT)  
N = 541151.36  
E = 597296.73

NMSP EAST (FT)  
N = 541167.23  
E = 599979.56

NMSP EAST (FT)  
N = 541184.34  
E = 602664.16

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

*Erin Workman* 12/20/19  
Signature Date

**Erin Workman**  
Printed Name

**Erin.workman@dvn.com**  
E-mail Address

**AS-DRILLED**

W/4 CORNER SEC. 14  
LAT. = 32.4801923'N  
LONG. = 104.1680965'W

N/4 CORNER SEC. 14  
LAT. = 32.4739251'N (NAD83)  
LONG. = 104.1585383'W

QUARTER CORNER  
LAT. = 32.4802576'N  
LONG. = 104.1518272'W

E/4 CORNER SEC. 13  
LAT. = 32.4803887'N  
LONG. = 104.1344261'W

NMSP EAST (FT)  
N = 539463.77  
E = 591983.67

NMSP EAST (FT)  
N = 536184.04  
E = 592157.40

KICK OFF POINT  
312' FSL, 87' FWL  
LAT. = 32.4737449'N  
LONG. = 104.1688131'W

FIRST TAKE POINT  
324' FSL, 538' FWL  
LAT. = 32.4737847'N  
LONG. = 104.1673535'W

**LAST TAKE POINT**  
351' FSL, 132' FEL  
LAT. = 32.4741244'N  
LONG. = 104.1348454'W

**BOTTOM OF HOLE**  
LAT. = 32.4741290'N  
LONG. = 104.1347486'W

NMSP EAST (FT)  
N = 536275.97  
E = 602577.58

BOTTOM OF HOLE  
LTP  
102'

SURFACE LOCATION  
172' LTP

SW CORNER SEC. 14  
LAT. = 32.4728864'N  
LONG. = 104.1690972'W

NMSP EAST (FT)  
N = 535605.90  
E = 591985.75

S/4 CORNER SEC. 14  
LAT. = 32.4729258'N  
LONG. = 104.1604401'W

NMSP EAST (FT)  
N = 535824.45  
E = 594655.45

SECTION CORNER  
LAT. = 32.4729691'N  
LONG. = 104.1517858'W

NMSP EAST (FT)  
N = 535844.66  
E = 597324.31

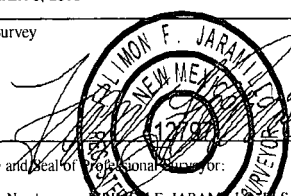
S/4 CORNER SEC. 13  
LAT. = 32.4730669'N  
LONG. = 104.1431032'W

NMSP EAST (FT)  
N = 535884.89  
E = 600001.85

SE CORNER SEC. 13  
LAT. = 32.4731637'N  
LONG. = 104.1344163'W

NMSP EAST (FT)  
N = 535924.96  
E = 602680.71

Date of Survey



Signature and Seal of Professional Surveyor:

Certificate Number: 12797

Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 336H
--	---	---------------------

## Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 312	From N/S SOUTH	Feet 87	From E/W WEST	County EDDY
Latitude 32.4737449					Longitude 104.1688131			NAD 83	

## First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 324	From N/S SOUTH	Feet 538	From E/W WEST	County EDDY
Latitude 32.4737847					Longitude 104.1673535			NAD 83	

## Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 351	From N/S SOUTH	Feet 132	From E/W EAST	County EDDY
Latitude 32.4741244					Longitude 104.1348454			NAD 83	

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

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

API # 30-015-45637	Operator Name: Devon Energy Production Co., LP	Property Name: Lone Tree Draw 14-13 State Com	Well Number 335H
-----------------------	---	--	---------------------

KZ 06/29/2018

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

Form C-102  
Revised August 1, 2011  
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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-46403	<sup>2</sup> Pool Code 70070	<sup>3</sup> Pool Name ALACRAN HILLS; WOLFCAMP GAS
<sup>4</sup> Property Code 323153	<sup>5</sup> Property Name LONE TREE DRAW 14-13 STATE COM	<sup>6</sup> Well Number 621H
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>9</sup> Elevation 3255.6

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1685	NORTH	280	WEST	EDDY

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	13	21 S	27 E		900	NORTH	20	EAST	EDDY

<sup>12</sup> Dedicated Acres 1280	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---------------------------------------	-------------------------------	----------------------------------	-------------------------

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><b>17 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 01/28/21 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dmv.com E-mail Address</p>		<p><b>18 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JANUARY 27, 2021 Date of Survey</p> <p><i>ALIMON F. JARAMILLO</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 Survey No. 7256B</p>	
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Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 621H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		836	FNL	275	FWL	EDDY
Latitude 32.4851					Longitude -104.1683				NAD

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	14	21S	27E		900	NORTH	330	WEST	EDDY
Latitude 32.4850218					Longitude 104.1680293				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	13	21S	27E		900	NORTH	330	EAST	EDDY
Latitude 32.4851432					Longitude 104.1355040				NAD 83

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

☐ NO

Is this well an infill well?

☐ YES

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

API # 30-015-46435		
Operator Name: DEVON ENERGY PRODUCTION CO, LP	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

KZ 06/29/2018

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

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

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

**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-46435	<sup>2</sup> Pool Code 70070	<sup>3</sup> Pool Name ALACRAN HILLS; WOLFCAMP GAS
<sup>4</sup> Property Code 323153	<sup>5</sup> Property Name LONE TREE DRAW 14-13 STATE COM	
<sup>6</sup> Well Number 623H		
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>9</sup> Elevation 3243.3

## <sup>10</sup> Surface Location

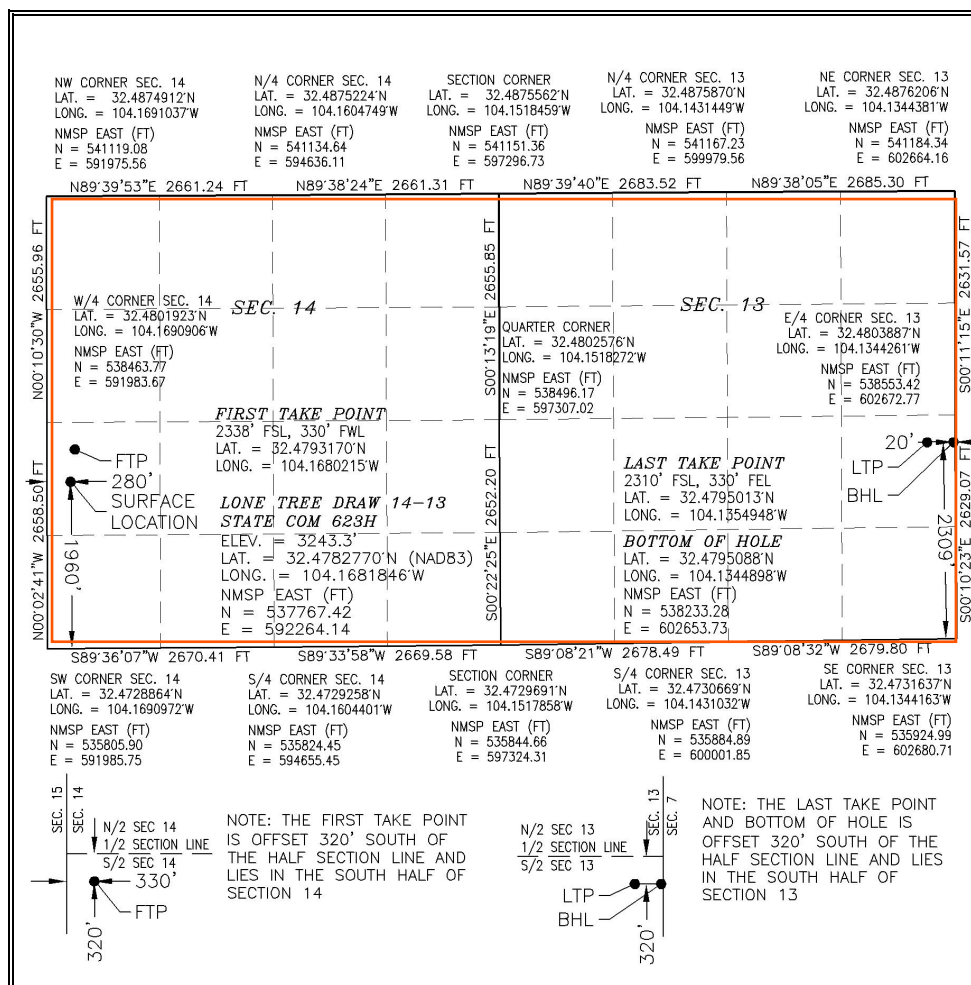
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>14</b>	<b>21 S</b>	<b>27 E</b>		<b>1960</b>	<b>SOUTH</b>	<b>280</b>	<b>WEST</b>	<b>EDDY</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	13	21 S	27 E		2309	SOUTH	20	EAST	EDDY

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
1280			

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.



## 17 OPERATOR CERTIFICATION

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

Signature: Chelsey Green Date: 01/28/21

Chelsey Green  
Printed Name

---

chelsey.green@dvn.com

---

E-mail Address

## 18 SURVEYOR CERTIFICATION

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

JANUARY 27, 2021

Date of Survey \_\_\_\_\_

Signature and Seal of Professional Surveyor:  **EDMUND E. JARAMILLO, LS 12797**  
 Certificate Number: **7257E**

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2425	FSL	276	FWL	EDDY
Latitude 32.4795					Longitude -104.1683				NAD

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
L	14	21S	27E		2338	SOUTH	330	WEST	EDDY
Latitude 32.4793170					Longitude 104.1680215				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
I	13	21S	27E		2310	SOUTH	330	EAST	EDDY
Latitude 32.4795013					Longitude 104.1354948				NAD 83

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

☒ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0255 35

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AERON A YATES  
2843 SECCOMB ST  
FORT COLLINS CO 80526



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0255 42

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AERON A YATES CHILDRENS TRUST  
AERON YATES & JOHN FRANCES  
2843 SECCOMB ST  
FORT COLLINS CO 80526



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0255 59

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APOLLO PERMIAN LLC  
1001 NW 63RD ST STE 100  
OKLAHOMA CITY OK 73116



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0255 66

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BLUE RIDGE ROYALTIES LLC  
PO BOX 1973  
ROSWELL NM 88202-1973





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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9414 8149 0220 0835 0255 73

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BRANEX RESOURCES INC  
PO BOX 2990  
RUIDOSO NM 88355-2990



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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9414 8149 0220 0835 0255 80

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BUTKIN INVESTMENT COMPANY LLC  
PO BOX 2090  
DUNCAN OK 73534



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0255 97

---

C MARK WHEELER  
PO BOX 248  
ROUND ROCK TX 78680



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 03

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CAROLYN B YATES  
50 ORCHARD PINES PLACE  
THE WOODLANDS TX 77382





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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9414 8149 0220 0835 0256 10

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CARROLLTON ENERGY PARTNERS I LLC  
5950 BERKSHIRE LN STE 1125  
DALLAS TX 75225



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 27

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CHI ENERGY INC  
PO BOX 1799  
MIDLAND TX 79702



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 34

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CHISOS MINERALS LLC  
PO BOX 470788  
FORT WORTH TX 76147



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 41

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CIBOLA ENERGY CORPORATION  
1005 MARQUETTE AVE NW  
ALBUQUERQUE NM 87102





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 58

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CIBOLA LAND CORPORATION  
PO BOX 1608  
ALBUQUERQUE NM 87103



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 65

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CM RESOURCES LLC  
300 N MARIENFELD ST STE 1000  
MIDLAND TX 79701



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 72

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CM ROYALTIES LP  
300 N MARIENFELD ST 1000  
MIDLAND TX 79701



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0256 89

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COLEMAN MARTIN  
8833 ENSLEY CT  
LEAWOOD KS 66206-1652





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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9414 8149 0220 0835 0256 96

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COLKELAN CORPORATION  
6120 PADRE CT NE  
ALBUQUERQUE NM 87111



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 02

---

CORNERSTONE FAMILY TRUST  
JOHN KYLE THOMA SUCC TTEE  
PO BOX 558  
PEYTON CO 80831



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 19

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CROWNROCK MINERALS LP  
PO BOX 51933  
MIDLAND TX 79710



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 26

---

DAVID H ESSEX  
PO BOX 50577  
MIDLAND TX 79710



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 33

---

DOUG J SCHUTZ  
PO BOX 973  
SANTA FE NM 87504





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 40

---

DYNASTY PARTNERS LLC  
BILL CAGLE MANAGER  
5910 S UNIVERSITY BLVD  
GREENWOOD VILLAGE CO 80121



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 57

---

ELOUISE H JUSTICE  
711 S COUNTRY CLUB LANE  
PAYSON AZ 85541



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 64

---

ENPLAT III LLC  
1200 SUMMIT AVE STE 350  
FORT WORTH TX 76102



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 71

---

EXPLORERS PETROLEUM CORP.  
PO BOX 1933  
ROSWELL NM 88202-1933



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 88

---

FRANCES B BUNN REV LIVING TR  
FRANCES B BUNN TTEE  
2493 MAKIKI HEIGHTS DR  
HONOLULU HI 96822-2542





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0257 95

---

GEORGE M OBRIEN  
PO BOX 1743  
MIDLAND TX 79702



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 01

---

GEORGE M YATES  
PO BOX 1933  
ROSWELL NM 88202-1933



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 18

---

HARVEY E YATES JR  
PO BOX O  
ALBUQUERQUE NM 87103



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 25

---

HAYES REVOCABLE TRUST  
MICHAEL D HAYES & KATHRYN A  
3608 MEADOWRIDGE LN  
MIDLAND TX 79707



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 32

---

HEYCO DEVELOPMENT CORPORATION  
PO BOX 1933  
ROSWELL NM 88202





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 49

---

HIGH SKY CHILDRENS RANCH  
IN MEMORY OF DAVID HOY  
8616 W COUNTY ROAD 60  
MIDLAND TX 79707-1307



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

---

USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 56

---

HOY B HARRISON  
ENDOWED SCHOLARSHIP  
PO BOX 297041  
FT WORTH TX 76129-0001



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 63

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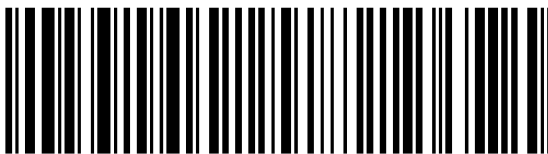
JALAPENO CORPORATION  
PO BOX 1608  
ALBUQUERQUE NM 87103



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 70

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JAMI HUBER OWEN  
5546 CANADA COURT  
ROCKWALL TX 75032



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 87

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JAREED PARTNERS LTD  
A TEXAS LIMITED PARTNERSHIP  
PO BOX 51451  
MIDLAND TX 79710-1451





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0258 94

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KCK RESOURCES INC  
5600 FENWAY  
MIDLAND TX 79707



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 00

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KIMBELL ROYALTY HOLDINGS LLC  
% DUNCAN MANAGEMENT LLC  
PO BOX 671099  
DALLAS TX 75367-1099



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 17

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KIRK & SWEENEY LTD CO  
PO BOX 699  
ROSWELL NM 88202



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 24

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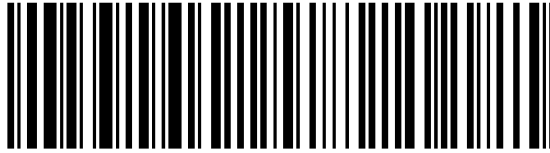
KRINGEN OIL LLC  
8540 E MCDOWELL RD UNIT 59  
MESA AZ 85207



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 31

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LESLIE Y MESSA CHILDRENS TRUST  
AERON YATES &  
PO BOX 1887  
NEW CANEY TX 77357



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 48

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LINDA F LYONS &  
MONTE L LYONS JT  
1010 W ORCHARD LN  
CARLSBAD NM 88220-4305





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 55

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LOCKER BROTHERS  
A TEXAS GENERAL PARTNERSHIP  
1513 FLINTRIDGE  
W LAKE HILLS TX 78746



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 62

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LOWE ROYALTY PARTNERS LP  
PO BOX 4887 DEPT 4  
HOUSTON TX 77210-4887



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 79

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MALCOLM CUNNINGHAM  
2419 OREGON  
CARLSBAD NM 88220



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 86

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MARTIN & MARTIN LLLP  
PO BOX 1675  
ROSWELL NM 88202-1675



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0259 93

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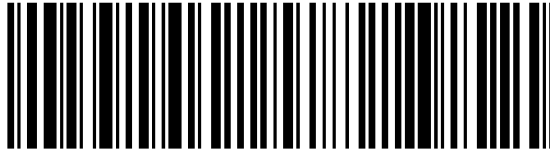
MCCOMBS ENERGY LTD  
A TEXAS LIMITED PARTNERSHIP  
750 E MULBERRY AVE STE 403  
SAN ANTONIO TX 78212



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 06

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MIDLAND COLLEGE FOUNDATION INC  
FBO JOHN D SWALLOW PRESIDENT  
PO BOX 5575  
MIDLAND TX 79704

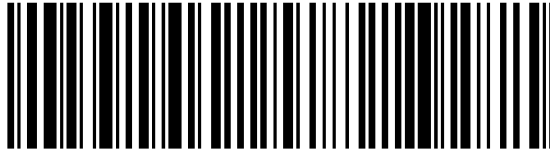




Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 13

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MIDLAND MEMORIAL FOUNDATION  
IN MEMORY OF DAVID HOY  
400 ROSALIND REDFERN GROVER PKWY  
MIDLAND TX 79701-6499



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 20

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MIZEL RESOURCES A TRUST  
4350 S MONACO ST FL 5  
DENVER CO 80237-3400



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 37

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MORRIS E SCHERTZ  
& WIFE HOLLY K SCHERTZ  
P O BOX 2588  
ROSWELL NM 88202-2588



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 44

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NM & T RESOURCES LLC  
PO BOX 10523  
MIDLAND TX 79702



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 51

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NOBLE ENERGY INC  
CHARLES M COUNTRYMAN AIF  
PO BOX 910083  
DALLAS TX 75391-0083



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 68

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NUEVO SEIS LP  
PO BOX 2588  
ROSWELL NM 88202-2588





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 75

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PANHANDLE PROPERTIES LLC  
PO BOX 647  
ARTESIA NM 88211



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 82

---

PAUL R BARWIS  
% DUTTON HARRIS & CO  
PO BOX 230  
MIDLAND TX 79702



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0260 99

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PENROC OIL CORPORATION  
M Y MERCHANT PRESIDENT  
PO BOX 2769  
HOBBS NM 88241-2769



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 05

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PENWELL EMPLOYEE ROYALTY POOL  
2201 WINFIELD RD  
MIDLAND TX 79705-8672



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 12

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RICHARD W SCHMIDT  
& AMANDA SCHMIDT  
PO BOX 50187  
AUSTIN TX 78763



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 29

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ROBIN OIL & GAS CORPORATION  
PO BOX 720420  
OKLAHOMA CITY OK 73172



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 36

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RUSK CAPITAL MANAGEMENT LLC  
7600 W TIDWELL RD STE 800  
HOUSTON TX 77040

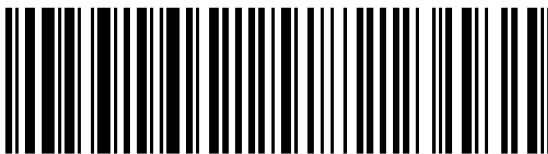




Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 43

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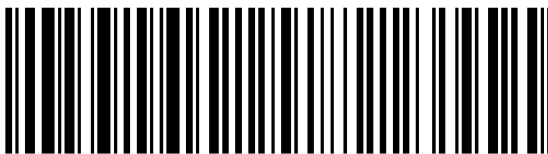
SAM L SHACKELFORD  
1096 MECHEM DR STE G16  
RUIDOSO NM 88345-7075



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 50

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SLASH EXPLORATION LP  
P O BOX 1973  
ROSWELL NM 88202-1973



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 67

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SOUTHWEST ROYALTIES INC  
PO BOX 53570  
MIDLAND TX 79710-3570



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 74

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SPIRAL INC  
PO BOX 1933  
ROSWELL NM 88202-1933



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 81

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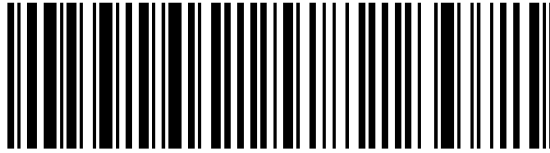
STATE OF NEW MEXICO  
COMMISSION OF PUBLIC LANDS  
PO BOX 1148  
SANTA FE NM 87504-1148



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0261 98

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STEVEN M YATES CHILDRENS TRUST  
CAROLYN YATES &  
50 ORCHARD PINES PLACE  
THE WOODLANDS TX 77382



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 04

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TEXAS CHRISTIAN UNIVERSITY  
DEPT OF ATHLETICS IN MEMORY OF  
PO BOX 297041  
FORT WORTH TX 76129-0001





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 11

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TIER 1 MERCED HOLDINGS LLC  
- DEFAULT  
601 CARLSON PARKWAY STE 200  
MINNETONKA MN 55305



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 28

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TOM E JOHNSON LP  
PO BOX 1688  
MIDLAND TX 79702-1688



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 35

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UNICORN ENERGY LLC  
% GANNAWAY & ASSOCIATES  
PO BOX 417  
ROSWELL NM 88202-0417



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 42

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VERITAS PERMIAN RESOURCES LLC  
PO BOX 10850  
FORT WORTH TX 76114



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 59

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WATTS PROPERTIES LLC  
2524 N CEDAR AVE  
ROSWELL NM 88201-9749



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 66

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WILLIAM BERGMAN  
PO BOX 1799  
MIDLAND TX 79702



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 73

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WILLIAM F BRAINERD ESTATE  
SHERI E HARRIS PERSONAL REP  
PO BOX 1891  
ROSWELL NM 88202





Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 80

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YATES ENERGY CORPORATION  
PO BOX 2323  
ROSWELL NM 88202-2323



Devon Energy  
333 West Sheridan Ave.  
Oklahoma City, OK 73102

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USPS CERTIFIED MAIL



9414 8149 0220 0835 0262 97

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YOSEMITE CREEK OIL & GAS LLLP  
4350 S MONACO ST 5TH FL  
DENVER CO 80237-3400

**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 167810

COMMENTS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 167810
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

COMMENTS

Created By	Comment	Comment Date
dmcclure	Rejected under Action ID: 64640	12/16/2022

**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 167810

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 167810
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	• Failure to conduct or demonstrate that notification of this application was conducted in accordance with 19.15.12.10 C.(4) NMAC	12/16/2022