



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

April 4th, 2023

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

**Re: Central Tank Battery: Railsplitter 15 CTB 6**

**Sec.-T-R:** 15-26S-34E  
**Wells:** RAILSPLITTER 15-22 FED COM 2H – 9H, 12H, 13H, 14H, 18H, & 19H  
**API:** 30-025-47213, 30-025-47214, 30-025-47215, 30-025-47216, 30-025-47217, 30-025-47218, 30-025-47219, 30-025-47220, 30-025-50676, 30-025-50677, 30-025-50678, 30-025-50682, 30-025-50683  
**Agreements:** Approved & Pending CAs Attached  
**Lease:** NMNM094118 & NMNM112941  
**Pool:** WC-025 G-09 S263416B; UPPER WOLFCAMP & WC-025 G-08 S263412K; BONE SPRING  
**County:** Lea Co., New Mexico

Dear Mr. McClure:

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal".

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

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., L.P.

**OGRID Number:** 6137

**Well Name:** RAILSPLITTER 15-22 FED COM 2H - 9H, 12H - 14H, 18H, 19H

**API:** See Attached

**Pool:** WC-025 G-09 S263416B; UWC & WC-025 G-08 S263412K; BONE SPRING

**Pool Code:** 98105 & 96672

**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<sub>(PROJECT AREA)</sub>       NSP<sub>(PRORATION UNIT)</sub>       SD

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

[ I ] Commingling – Storage – Measurement

DHC     CTB     PLC     PC     OLS     OLM

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

WFX     PMX     SWD     IPI     EOR     PPR

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

- A.  Offset operators or lease holders
- B.  Royalty, overriding royalty owners, revenue owners
- C.  Application requires published notice
- D.  Notification and/or concurrent approval by SLO
- E.  Notification and/or concurrent approval by BLM
- F.  Surface owner
- G.  For all of the above, proof of notification or publication is attached, and/or,
- H.  No notice required

**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.**

4/4/2023

Date

405-228-8492

Phone Number

rebecca.deal@dvn.com

e-mail Address

**FOR OCD ONLY**

<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

Rebecca Deal

Print or Type Name

Rebecca Deal

Signature

Submit 1 Copy To Appropriate District  
Office  
District I – (575) 393-6161  
1625 N. French Dr., Hobbs, NM 88240  
District II – (575) 748-1283  
811 S. First St., Artesia, NM 88210  
District III – (505) 334-6178  
1000 Rio Brazos Rd., Aztec, NM 87410  
District IV – (505) 476-3460  
1220 S. St. Francis Dr., Santa Fe, NM  
87505

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

		WELL API NO.	30-025-47213 (Multiple)
		5. Indicate Type of Lease	STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>
		6. State Oil & Gas Lease No.	
		7. Lease Name or Unit Agreement Name	Railsplitter 15-22 Fed Com
		8. Well Number	2H-9H
		9. OGRID Number	6137
		10. Pool name or Wildcat	WC-025 G-09 S263416B; UWC
4. Well Location Unit Letter <u>L</u> : <u>2290</u> feet from the <u>South</u> line and <u>432</u> feet from the <u>West</u> line Section <u>15</u> Township <u>26S</u> Range <u>34E</u> NMPM Lea County		11. Elevation (Show whether DR, RKB, RT, GR, etc.) <u>3278.6'</u>	

## 12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

## NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK  PLUG AND ABANDON   
TEMPORARILY ABANDON  CHANGE PLANS   
PULL OR ALTER CASING  MULTIPLE COMPL   
DOWNHOLE COMMINGLE   
CLOSED-LOOP SYSTEM   
OTHER: Surface Commingle

## SUBSEQUENT REPORT OF:

REMEDIAL WORK  ALTERING CASING   
COMMENCE DRILLING OPNS.  P AND A   
CASING/CEMENT JOB

OTHER: 

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Devon Energy respectfully requests approval for Lease Commingling. The application is necessary due to diverse pools and leases/communitization agreements. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells, including copies of approved and pending CAs.

Spud Date: Rig Release Date: 

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 4/4/2023

Type or print name Rebecca Deal E-mail address: rebecca.deal@dvn.com PHONE: 405-228-8429  
**For State Use Only**

APPROVED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
Conditions of Approval (if any):

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

Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution

### Proposal for Railsplitter 15 CTB 6

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

NMNM094118 (12.5%) & NMNM112941 (12.5%). CA - NMNM143513 - W/2				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 2H	15-26S-34E	30-025-47213	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 3H	15-26S-34E	30-025-47214	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 4H	15-26S-34E	30-025-47215	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 5H	15-26S-34E	30-025-47216	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

NMNM094118 (12.5%) & NMNM112941 (12.5%). CA - NMNM142925 - E/2				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 6H	15-26S-34E	30-025-47217	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 7H	15-26S-34E	30-025-47218	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 8H	15-26S-34E	30-025-47219	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 9H	15-26S-34E	30-025-47220	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

\*Working, royalty, and overriding interest owners are identical.

NMNM094118 (12.5%) & NMNM112941 (12.5%). W/2 Bone Spring Communitization Agreement Pending				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 12H	15-26S-34E	30-025-50676	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 13H	15-26S-34E	30-025-50677	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 14H	15-26S-34E	30-025-50678	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 18H	15-26S-34E	30-025-50682	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 19H	15-26S-34E	30-025-50683	96672	WC-025 G-08 S263412K; BONE SPRING

### CA:

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

CA NMNM143513 - W/2 - 480 acs., submitted to cover SW/4 (160acs) of 15-26S-34E & W/2 (320acs) of 22-26S-34E, shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

CA NMNM142925 - E/2 - 480 acs., submitted to cover SE/4 (160acs) of 15-26S-34E & E/2 (320acs) of 22-26S-34E, shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Pending CA W/2 - 480 acres, submitted to cover Section 15: SW/4 (160.00 acres) & Section 22: W/2 (320.00 acres) of Township 26 South, Range 34 East, N.M.P.M. and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

## Oil & Gas metering:

The Railsplitter 15 CTB 6 tank battery is in SW/4, S15, T26S, R34E in Lea County, New Mexico.

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

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
RAILSPLITTER 15-22 FED COM 8H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 3H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 9H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 2H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 6H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 5H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 7H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 4H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 14H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 12H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 19H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 18H	DVN / *	DVN / *	DVN / *
Common Meters			

<b>VRU Allocation</b>	DVN / *
<b>Gas FMP</b>	Targa / *
<b>Oil FMP</b>	Marathon / *

Meter Owner / Serial Number:

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

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

**Process and Flow Descriptions:**

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

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. 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)

Working, royalty, and overriding interest owners are identical.

## 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.

**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 federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

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

## Proposed Federal CA's with lease numbers and allocation percentages per lease

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<b>NMNM143513 - W/2 Communitization Agreement</b>			
RAILSPLITTER 15-22 FED COM 2H			
30-025-47213			
SHL: 2290' FSL & 432' FWL, 15-26S-34E			
BHL: 20' FSL & 1100' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 3H			
30-025-47214			
SHL: 2290' FSL & 402' FWL, 15-26S-34E			
BHL 20' FSL & 520' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 4H			
30-025-47215			
SHL: 2120' FSL & 1421' FWL, 15-26S-34E			
BHL: 20' FSL & 2280' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 5H			
30-025-47216			
SHL: 2120' FSL & 1391' FWL, 15-26S-34E			
BHL: 20' FSL & 1400' FWL, 22-26S-34E			
<b>NMNM142925 - E/2 Communitization Agreement</b>			
RAILSPLITTER 15-22 FED COM 6H			
30-025-47217			
SHL: 2390' FSL & 1679' FEL, 15-26S-34E			
BHL: 20' FSL & 1820' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 7H			
30-025-47218			
SHL: 2390' FSL & 1709' FEL, 15-26S-34E			
BHL: 20' FSL & 2120' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 8H			
30-025-47219			
SHL: 2390' FSL & 405' FEL, 15-26S-34E			
BHL: 20' FSL & 360' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 9H			
30-025-47220			
SHL: 2390' FSL & 435' FEL, 15-26S-34E			
BHL: 20' FSL & 1240' FEL, 22-26S-34E			
<b>Pending W/2 Bone Spring Communitization Agreement</b>			
RAILSPLITTER 15-22 FED COM 12H			
30-025-50676			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 13H			
30-025-50677			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 14H			
30-025-50678			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 18H			
30-025-50682			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 19H			
30-025-50683			
15-26S-34E			

## Economic Justification Report

### Railsplitter 15 CTB 6

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
RAILSPLITTER 15-22 FED COM 2H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		308	46	161	1320
RAILSPLITTER 15-22 FED COM 3H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		265	46	335	1320
RAILSPLITTER 15-22 FED COM 4H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		240	46	390	1320
RAILSPLITTER 15-22 FED COM 5H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		277	46	510	1320
RAILSPLITTER 15-22 FED COM 6H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		354	46	446	1320
RAILSPLITTER 15-22 FED COM 7H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		392	46	709	1320
RAILSPLITTER 15-22 FED COM 8H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		402	46	684	1320
RAILSPLITTER 15-22 FED COM 9H	Sweet	NMNM094118-12.5%		NMNM112941 - 12.5%		-		237	46	247	1320
RAILSPLITTER 15-22 FED COM 12H	Sour	NMNM094118-12.5%		NMNM112941 - 12.5%		-		1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 13H	Sour	NMNM094118-12.5%		NMNM112941 - 12.5%		-		1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 14H	Sour	NMNM094118-12.5%		NMNM112941 - 12.5%		-		1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 18H	Sour	NMNM094118-12.5%		NMNM112941 - 12.5%		-		1100	44.7	2000	1,146.50
RAILSPLITTER 15-22 FED COM 19H	Sour	NMNM094118-12.5%		NMNM112941 - 12.5%		-		1080	44.2	2800	1,128.00

Signed: Rebecca Deal

Date: 4/3/2023

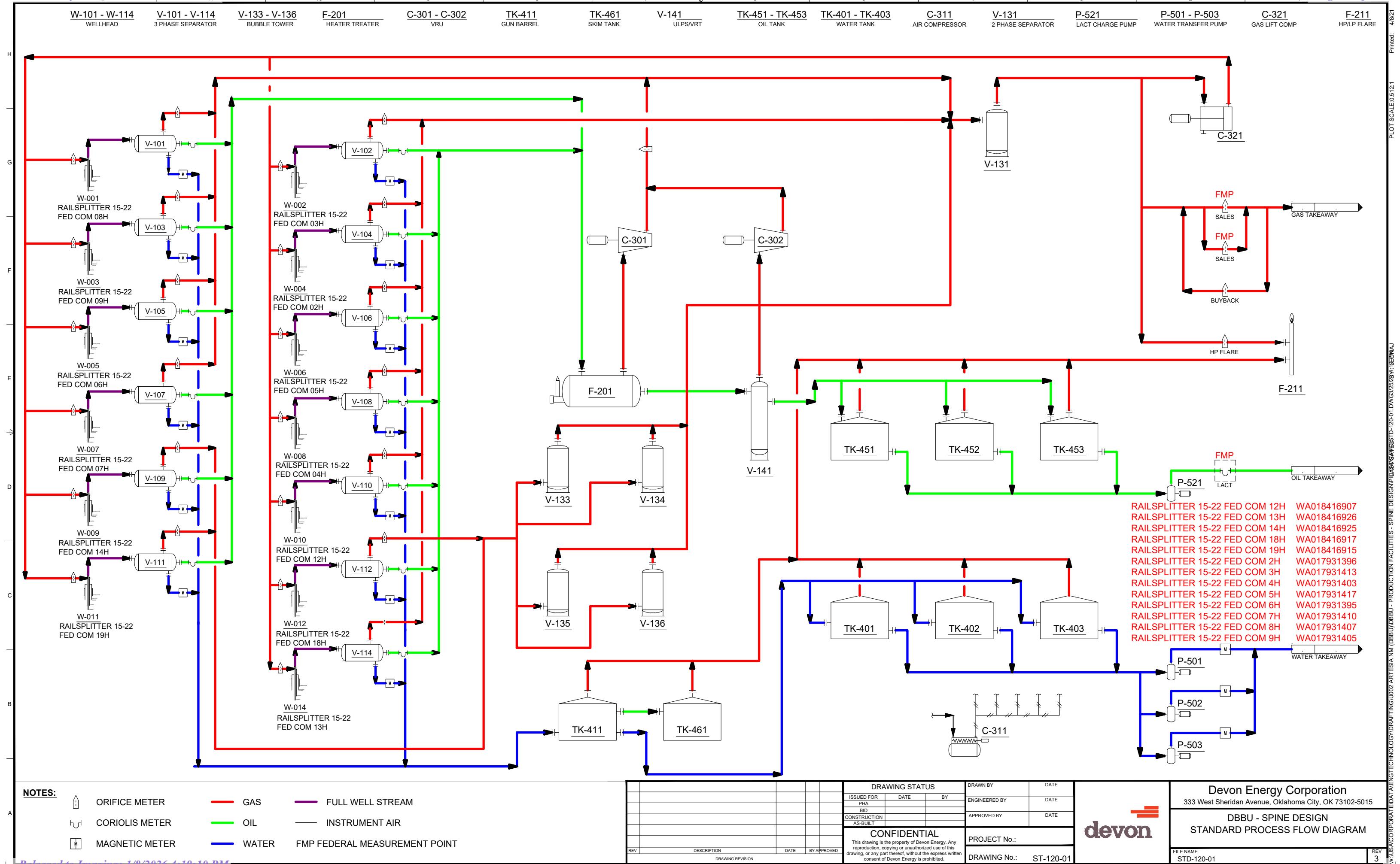
Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

#### Economic Combined Production

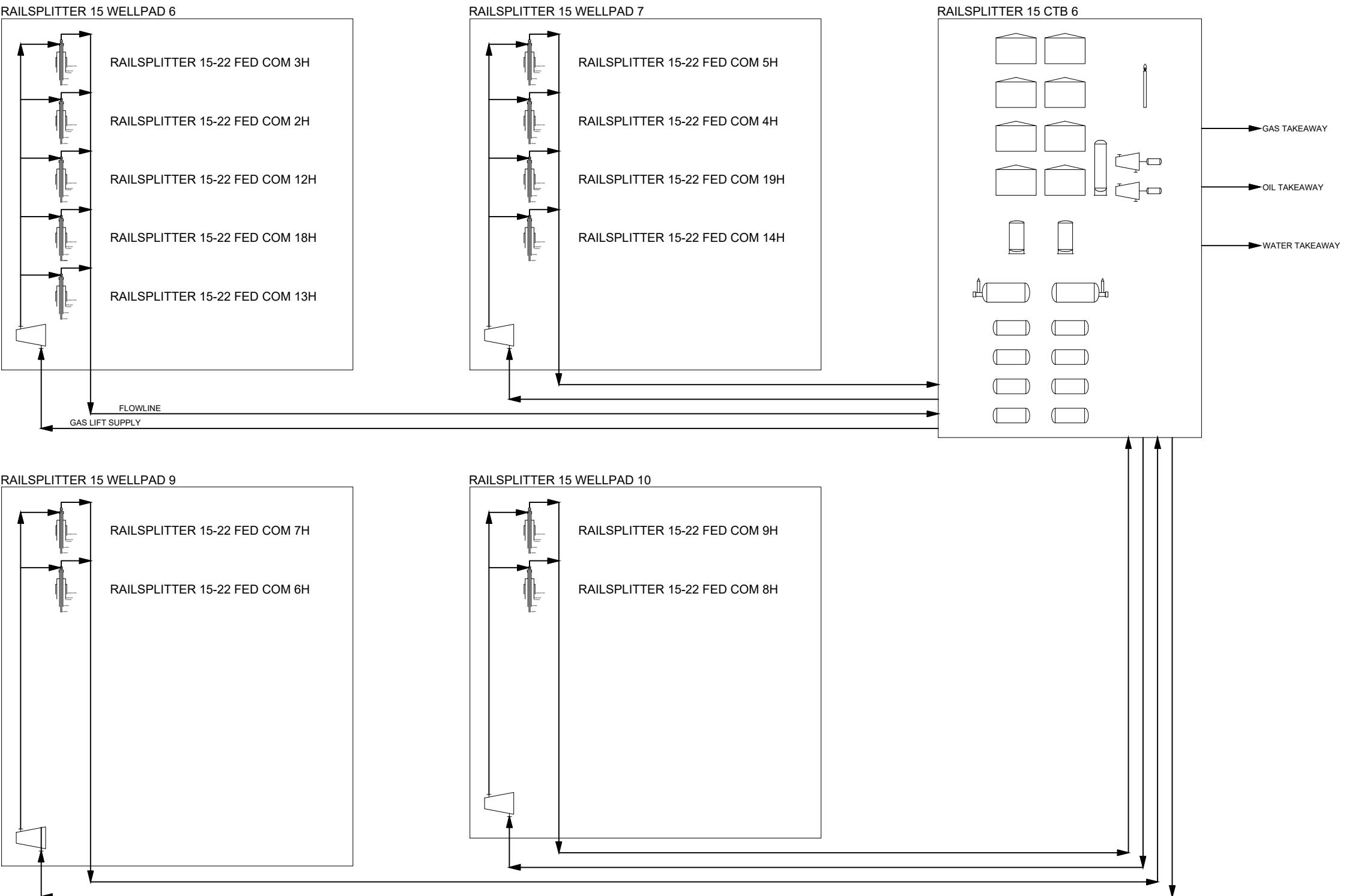
BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
8405.0	46.3	23282.0	1097.1

The combining of production between the wells above will not have any valuation impact due to any quality differences in the oil quality between the Bonespring and Wolfcamp formations.



PILOT SCALE:0 512:1 Printed: 4/8/2

TAENGTECHNOLOGYDRAFTING&DESIGNING&PRODUCTIONFACILITIES-SPINEDESIGNUPID&SAVENID:120-002-DWG&SHEETNO.1



## NOTES

**NOTES:**

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

				DRAWING STATUS		DRAWN BY	DATE
				ISSUED FOR	DATE	BY	
				PHA			ENGINEERED BY
				BID			DATE
				CONSTRUCTION			APPROVED BY
				AS-BUILT			DATE
				<b>CONFIDENTIAL</b>		PROJECT No.: #####	
				This drawing is property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.		DRAFTING No.: ST-120-02	
REV	DESCRIPTION	DATE	BY APPROVED				
DRAWING REVISION							

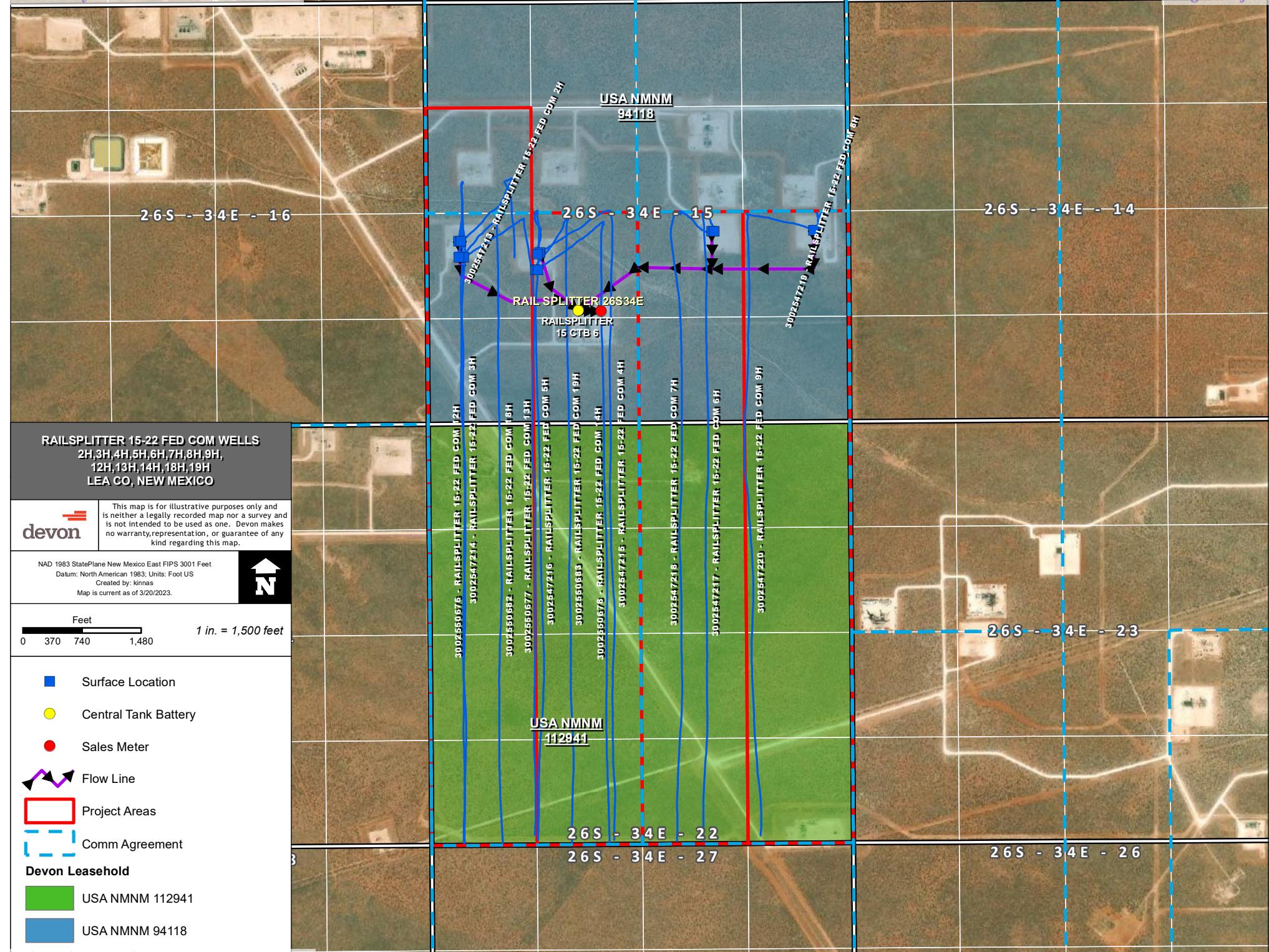


Devon Energy Corporation

1700 N. Sheridan Avenue, Oklahoma City, OK 73102-5015

## DBBU - SPINE DESIGN STANDARD PROCESS MAP

1000





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
 New Mexico State Office  
 301 Dinosaur Trail  
 Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

**In Reply Refer To:**

NMNM143513  
 3105.2 (NM920)

**Reference:**

Communitization Agreement  
 Railsplitter 15-22 Fed Com 2H  
 Section 15: SW;  
 Section 22: W2;  
 T.26 S., R.34 E., N.M.P.M.  
 Lea County, NM

Devon Energy Production Co. LP  
 333 West Sheridan Ave.  
 Oklahoma City OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143513 involving 160.00 acres of Federal land in lease NMNM094118, 320.00 acres of Federal land in lease NMNM112941, Lea County, New Mexico, which comprise a 480.00 acre well spacing unit.

The agreement communitizes all rights to crude oil, natural gas, and associated hydrocarbons from the Wolfcamp formation beneath the SW of Sec. 15 and W2 of Sec. 22 of T. 26 S., R. 34 E., NMPM, Lea County, NM, and is effective September 1, 2020. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

**INTERIOR REGION 5 · MISSOURI BASIN**  
 Kansas, Most of Montana, North Dakota,  
 Nebraska, South Dakota

**INTERIOR REGION 6 · ARKANSAS-  
 RIO GRANDE-TEXAS GULF**  
 Oklahoma, Texas

**INTERIOR REGION 7 · UPPER  
 COLORADO BASIN**  
 Colorado, New Mexico, Utah, Wyoming

If you have any questions regarding this approval, please contact Jordan Yawn by email at [jyawn@blm.gov](mailto:jyawn@blm.gov) or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE  
PARADIS**

  
Digitally signed by KYLE  
PARADIS  
Date: 2022.11.22 09:33:58  
-07'00'

**Kyle Paradis**  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

**DETERMINATION - APPROVAL - CERTIFICATION**

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143513 involving Federal Lease(s) NMNM094118 and NMNM112941. This Communitization Agreement is in Sec. 15 and 22, T. 26 S., R. 34 E., NMPM, Lea County, New Mexico, for production of crude oil, natural gas, and associated hydrocarbons producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE  
PARADIS**

Digitally signed by  
KYLE PARADIS  
Date: 2022.11.22  
09:35:28 -07'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: September 1, 2020  
Contract No.: NMNM143513

Communitization Agreement  
 Railsplitter 15-22 Fed Com 2H Well  
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

JUL 15 2021

Federal Communitization AgreementBLM, NMSO  
SANTA FEContract No. NMNM 143513

THIS AGREEMENT entered into as of the 1st day of September, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

**Township 26 South, Range 34 East, N.M.P.M.**

**SECTION 15: SW/4 (160.00 acres)**

**SECTION 22: W/2 (320.00 acres)**

**Lea County, New Mexico**

Containing **480.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

## Communityization Agreement

Railsplitter 15-22 Fed Com 2H Well

SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communityized production allocated to such a lease plus any noncommunityized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communityized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communityized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communityized area from drainage of communityized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communityized substances on the communityized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communityized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communityized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2020, and it shall become effective as of this date or from the onset of production of communityized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communityized substances are, or can be, produced from the communityized area in paying quantities: Provided, that prior to production in paying quantities from the communityized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communityized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Communitization Agreement  
 Railsplitter 15-22 Fed Com 2H Well  
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

**OPERATOR AND WORKING INTEREST OWNERS  
 AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit "B" attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

By: Catherine Lebsack  
 Catherine Lebsack, Vice President

3/12/20  
 Date

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
 COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 12th day of March, 2020, by **Catherine Lebsack**, as **Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



4/22/23  
 My Commission Expires

Rachel Gerlach  
 Notary Public

Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

**Chevron U.S.A., Inc.**

9/27/20  
Date

By: Claire H. Morse

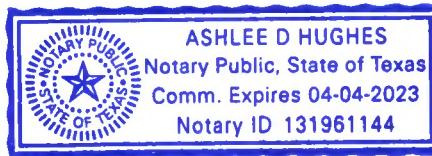
Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

This instrument was acknowledged before me on this 27 day of September,  
2020, by Claire H. Morse, as attorney-in-fact, of  
**Chevron U.S.A., Inc.**, and acknowledged to me that he/she executed the same as a free  
and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



04-04-23  
My Commission Expires

  
Notary Public

Communityization Agreement  
 Railsplitter 15-22 Fed Com 2H Well  
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT**  
**WORKING INTEREST**

**COMMUNITIZATION AGREEMENT: RAILSPITTER 15-22 FED COM 4H well**

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P., the Operator under the captioned Communityization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communityization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communityization Agreement, and the consents of the requisite working interest owners have been obtained.

I further certify that the Communityization Agreement follows the standard form except for Sections 1, 3 and 10.

NAME: Catherine Lebsack  
 Printed: Catherine Lebsack 

Title: Vice President

Phone number: (405) 235-3611

Email: Catherine Lebsack@dvn.com

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
 COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 12th day of March, 2020, by **Catherine Lebsack**, as **Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



6/22/23  
 My Commission Expires

Rachel Gerlach  
 Notary Public

Communityization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

### EXHIBIT "A"

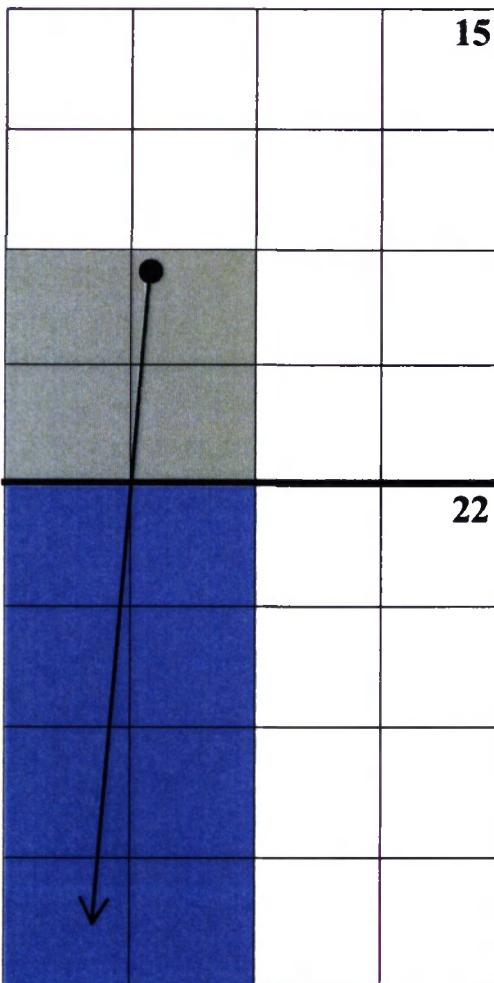
Plat of communized area covering 480.00 acres in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

### RAILSPLITTER 15-22 FED COM 2H WELL

**Tract 1:**  
USA NMNM-94118  
(160.00 acres)



**Tract 2:**  
USA NMNM-112941  
(320.00 acres)



#### **Railsplitter 15-22 Fed Com 2H**

SHL: 2,290' FSL & 432' FWL of Section 15-T26S-R34E  
BHL: 20' FSL & 1,010' FWL of Section 22-T26S-R34E

Communityization Agreement  
 Railsplitter 15-22 Fed Com 2H Well  
 SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "B"

To Communityization Agreement dated September 1, 2020, embracing the following described land in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

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

### DESCRIPTION OF LEASES COMMITTED

#### **Tract No. 1**

Lease Serial Number:	NMNM 94118	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	December 1, 1994	
Lease Recorded:	508/280 LCR	
Description of Land Committed:	Insofar and only insofar as the lease covers <u>Township 26 South, Range 34 East, N.M.P.M.</u> <b>Section 15: SW/4</b>	
Number of Net Acres:	160.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	Of Record	

#### **Tract No. 2**

Lease Serial Number:	NMNM 112941	
Lessor:	United States of America	
Lessee of Record:	Devon Energy Production Company, L.P.	
	Chevron U.S.A., Inc.	
Effective Date:	January 1, 2005	
Lease Recorded:	No	
Description of Land Committed:	Insofar and only insofar as the lease covers <u>Township 26 South, Range 34 East, N.M.P.M.</u> <b>Section 22: W/2</b>	
Number of Net Acres:	320.00 acres	
Name and Percent WI Owners:	Devon Energy Production Company, L.P.	50%
	Chevron U.S.A., Inc.	50%
ORRI Owner Name and Interest:	None	

Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

## RECAPITULATION

Tract	Type of Lease	No. of Acres Committed	Percentage of Interest in Communitized Area
1	FEDERAL NMNM 94118	160.00	33.3333%
2	FEDERAL NMNM 112941	320.00	66.6667%
<b>Total</b>		<b>480.00</b>	<b>100.0000%</b>



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
 New Mexico State Office  
 301 Dinosaur Trail  
 Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

**JUN 04 2021**

In Reply Refer To:  
 NMNM142925  
 3105.2 (NM920)

Reference:  
 Communization Agreement  
 Railsplitter 15-22 Fed Com 9H  
 Section 15: SE/4  
 Section 22: E/2  
 T. 26 S., R. 34 E., N.M.P.M.  
 Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communization Agreement NMNM142925 involving 160 acres of Federal land in lease NMNM 94118, 320 acres of Federal land in lease NMNM 112941, Lea County, New Mexico, which comprise a 480 acres well spacing unit.

The agreement communizes all rights to all producible hydrocarbons from the Wolfcamp formation beneath the SE/4 of Section 15 and the E/2 of Section 22, T. 26 S., R. 34 E., N.M.P.M., Lea County, NM, and is effective September 1, 2020. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

**INTERIOR REGION 5 · MISSOURI BASIN**  
 Kansas, Most of Montana, North Dakota,  
 Nebraska, South Dakota

**INTERIOR REGION 6 · ARKANSAS-  
 RIO GRANDE-TEXAS GULF**  
 Oklahoma, Texas

**INTERIOR REGION 7 · UPPER  
 COLORADO BASIN**  
 Colorado, New Mexico, Utah, Wyoming

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2021.06.04 09:55:58  
-06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the SE/4 of Section 15 and the E/2 of Section 22, T. 26 S., R. 34 E., N.M.P.M., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met. Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

**JUN 04 2021****KYLE  
PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2021.06.04 09:56:59  
-06'00'

---

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: September 1, 2020

Contract No.: Com. Agr. NMNM142925

Communitization Agreement  
 Railsplitter 15-22 Fed Com 9H Well  
 SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

BLM-NMSU  
 BLM-NMSO  
 NOV:13:2020 13:09:41  
 RECEIVED

Federal Communitization Agreement

Contract No. NNNN 142925

THIS AGREEMENT entered into as of the 1st day of September, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**TOWNSHIP 26 SOUTH, RANGE 34 EAST, N.M.P.M.**

**SECTION 15: SE/4 (160.00 acres)**

**SECTION 22: E/2 (320.00 acres)**

**Lea County, New Mexico.**

Containing 480.00 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

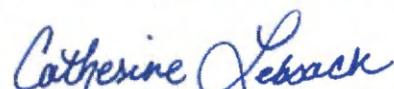
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Communitization Agreement  
 Railsplitter 15-22 Fed Com 9H Well  
 SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**OPERATOR AND WORKING INTEREST OWNERS  
 AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit "B" attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

By:



Catherine Lebsack, Vice President



Date



**ACKNOWLEDGEMENT**

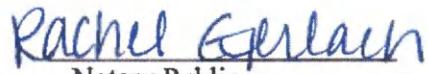
STATE OF OKLAHOMA )  
 ) ss.  
 COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 12<sup>th</sup> day of March, 2020, by **Catherine Lebsack**, as Vice President of **Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)




My Commission Expires


  
Rachel Gerlach  
Notary Public

Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

**Chevron U.S.A., Inc.**

9/27/20

Date

By: Claire H. Morse

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Harris ) ss.

This instrument was acknowledged before me on this 27 day of September,  
2020, by Claire H. Morse, as attorney-in-fact, of  
Chevron U.S.A., Inc., and acknowledged to me that he/she executed the same as a free  
and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

04-04-23  
My Commission Expires

  
Notary Public



Communityization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT  
WORKING INTEREST**

**COMMUNITIZATION AGREEMENT: RAILSPLITTER 15-22 FED COM 9H well**

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I further certify that the Communitization Agreement follows the standard form except for Sections 1, 3 and 10.

NAME: Catherine Lebsack  
Printed: Catherine Lebsack  
Title: Vice President

Phone number: (405) 235-3611

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 12<sup>th</sup> day of March, 2020, by **Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.** and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

## My Commission Expires



Rachel Gerlach  
Notary Public

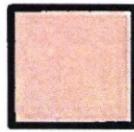
Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "A"

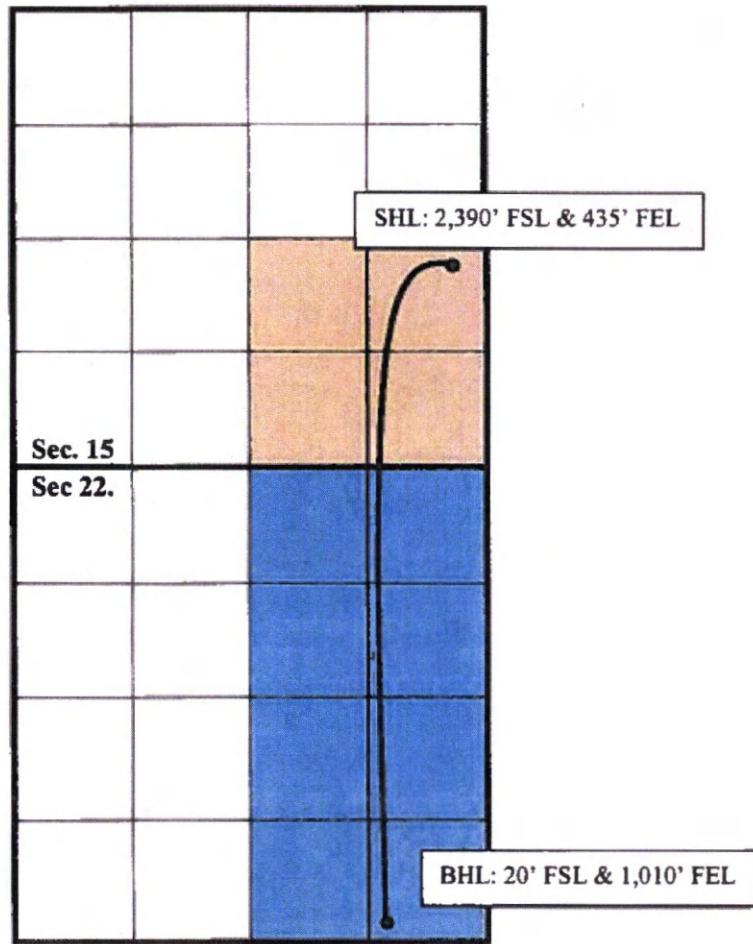
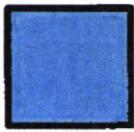
Plat of communized area covering 480.00 acres in the SE/4 of Section 15 and the E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

### RAILSPLITTER 15-22 FED COM 9H Well

**Tract 1:**  
USA NM 94118



**Tract 2:**  
USA NM 112941



Communitization Agreement  
 Railsplitter 15-22 Fed Com 9H Well  
 SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "B"

To Communitization Agreement dated September 1, 2020, embracing the following described land in SE/4 of Section 15 and E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

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

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NMMN 94118
Lessor:	United States of America
Lessee of Record:	Devon Energy Production Company, L.P.
	Chevron U.S.A., Inc.
Effective Date:	December 1, 1994
Lease Recorded:	508/280 LCR
Description of Land Committed:	Insofar and only insofar as the lease covers <u>Township 26 South, Range 34 East, N.M.P.M.</u> <u>Section 15: SE/4</u>
Number of Net Acres:	160.00 acres
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 50% Chevron U.S.A., Inc. 50%
ORRI Owner Name and Interest:	Of Record

#### Tract No. 2

Lease Serial Number:	NMMN 112941
Lessor:	United States of America
Lessee of Record:	Devon Energy Production Company, L.P.
	Chevron U.S.A., Inc.
Effective Date:	January 1, 2005
Lease Recorded:	No
Description of Land Committed:	Insofar and only insofar as the lease covers <u>Township 26 South, Range 34 East, N.M.P.M.</u> <u>Section 22: E/2</u>
Number of Net Acres:	320.00 acres
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 50% Chevron U.S.A., Inc. 50%
ORRI Owner Name and Interest:	None

Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## RECAPITULATION

Tract	Type of Lease	No. of Acres Committed	Percentage of Interest in Communitized Area
1	FEDERAL NMNM 94118	160.00	33.3333%
2	FEDERAL NMNM 112941	320.00	66.6667%
Total		480.00	100.0000%



Devon Energy Production Company, L.P. 405 235 3611 Phone  
333 West Sheridan Avenue [www.devonenergy.com](http://www.devonenergy.com)  
Oklahoma City, OK 73102

BLM-NMSO  
NOV:13:2020 13:09:26  
RECEIVED

November 12, 2020

NMNM 142-925

Bureau of Land Management  
Attn: Lisa Rivera  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

Re: Communitization Agreements  
SE/4 of Section 15-T26S-R34E and E/2 of Section 22-T26S-R34E, Lea Co., New Mexico  
Railsplitter 15-22 Fed Com 9H  
SW/4 of Section 15-T26S-R34E and W/2 of Section 22-T26S-R34E, Lea Co., New Mexico  
Railsplitter 15-22 Fed Com 4H

Ms. Rivera:

Enclosed please find three (3) original fully executed copies of each of the Communitization Agreements referenced.

Please provide approval of this agreement at your earliest convenience.

If you have any questions, please contact me at (405) 228-7534 or [Jill.Lee@dvn.com](mailto:Jill.Lee@dvn.com).

Very truly yours,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Jill N. Lee".

Jill N. Lee  
Sr. Staff Land Analyst

Enclosures

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of October 2022, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 26 South, Range 34 East, N.M.P.M.

Section 15: SW/4 (160.00 acres)

Section 22: W/2 (320.00 acres)

Lea County, New Mexico

Containing **480** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave., Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

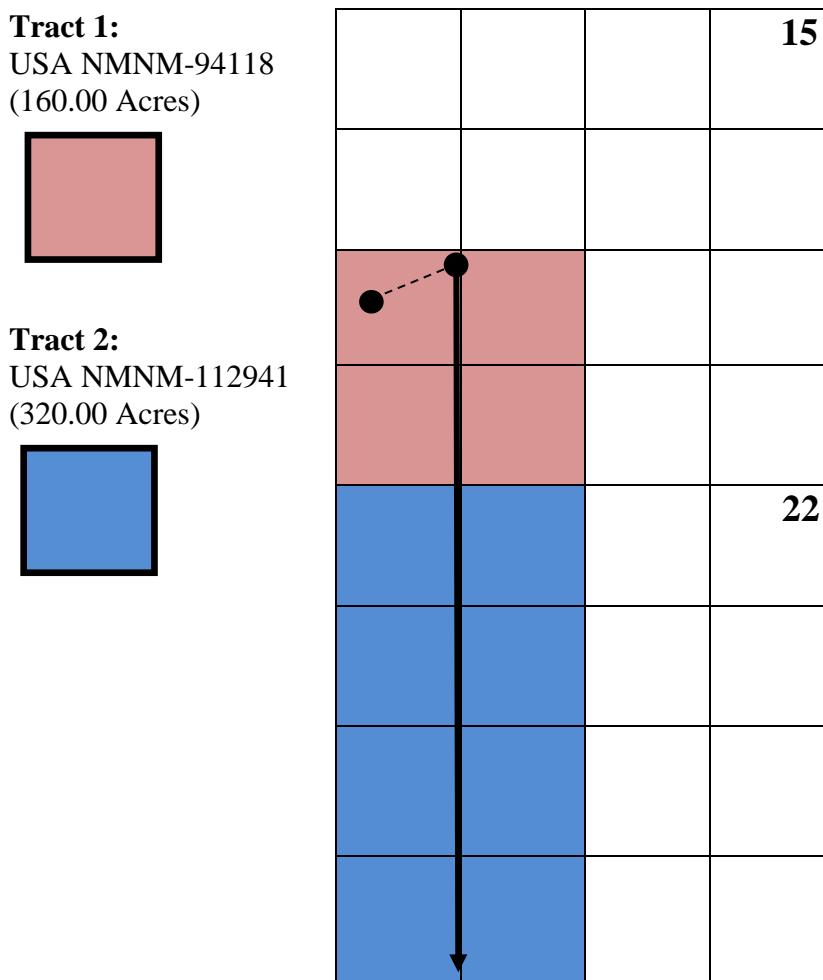
successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest,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

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

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2022, embracing the SW/4 of Section 15 and the W/2 of Section 22, Township 26 South, Range 34 East, Lea County, New Mexico, in the Bone Spring Formation

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

**Railsplitter 15-22 Fed Com 13H**

SHL: Sec. 15-26S-34E – 462' FWL & 2,090' FSL  
BHL: Sec. 22-26S-34E – 1,320' FWL & 20' FSL

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated October 1, 2022, covering 480 acres, SW/4 of Section 15 and the W/2 of Section 22, Township 26 South, Range 34 East, Lea County, New Mexico, in the Bone Spring Formation

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

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

Lease Serial Number: NMNM 94118  
 Lease Date: December 1, 1994  
 Lease Term: 10 Years  
 Lessor: United States of America  
 Description of Land Committed: Township 26 South, Range 34 East  
 Insofar and only insofar as said lease covers:  
 Section 15: SW/4  
 Number of Acres: 160.00  
 Current Lessee of Record: Devon Energy Production Company, L.P.  
 Chevron U.S.A., Inc.  
 Royalty Rate: 12.50%  
 Name of Working Interest Owners: Devon Energy Production Company, L.P. 50%  
 Chevron U.S.A., Inc. 50%  
 ORRI Owners:  
 Cornerstone Family Trust  
 Crownrock Minerals, LP  
 Lowe Royalty Partners, LP  
 C. Mark Wheeler  
 Paul R. Barwis  
 Jared Partners, LTD  
 Chisos Minerals, LLC  
 Wing Resources VI, LLC

**Tract No. 2**

Lease Serial Number: NMNM 112941  
 Lease Date: January 1, 2005  
 Lease Term: 10 Years  
 Lessor: United States of America  
 Description of Land Committed: Township 26 South, Range 34 East  
 Section 11: W/2  
 Number of Acres: 320.00  
 Current Lessee of Record: Devon Energy Production Company, L.P.  
 Chevron U.S.A., Inc.  
 Royalty Rate: 12.50%  
 Name of Working Interest Owners: Devon Energy Production Company, L.P. 50%

ORRI Owners: Chevron U.S.A., Inc. 50%  
Of Record

## Recapitalization

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

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

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

---

Date **By:** **David M. Korell**  
**Land Manager**

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

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

(Seal)

---

Signature of Notarial Officer

My Commission Expires:

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

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

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, an  
\_\_\_\_\_, on behalf of said \_\_\_\_\_.

(Seal)

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

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

**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) 746-1263 Fax: (575) 746-9720

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-47213	98105	WC-025 G-09 S263416B; Wolfcamp
Property Code	Property Name	Well Number
328254	RAILSPLITTER 15-22 FED COM	2H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3278.6'

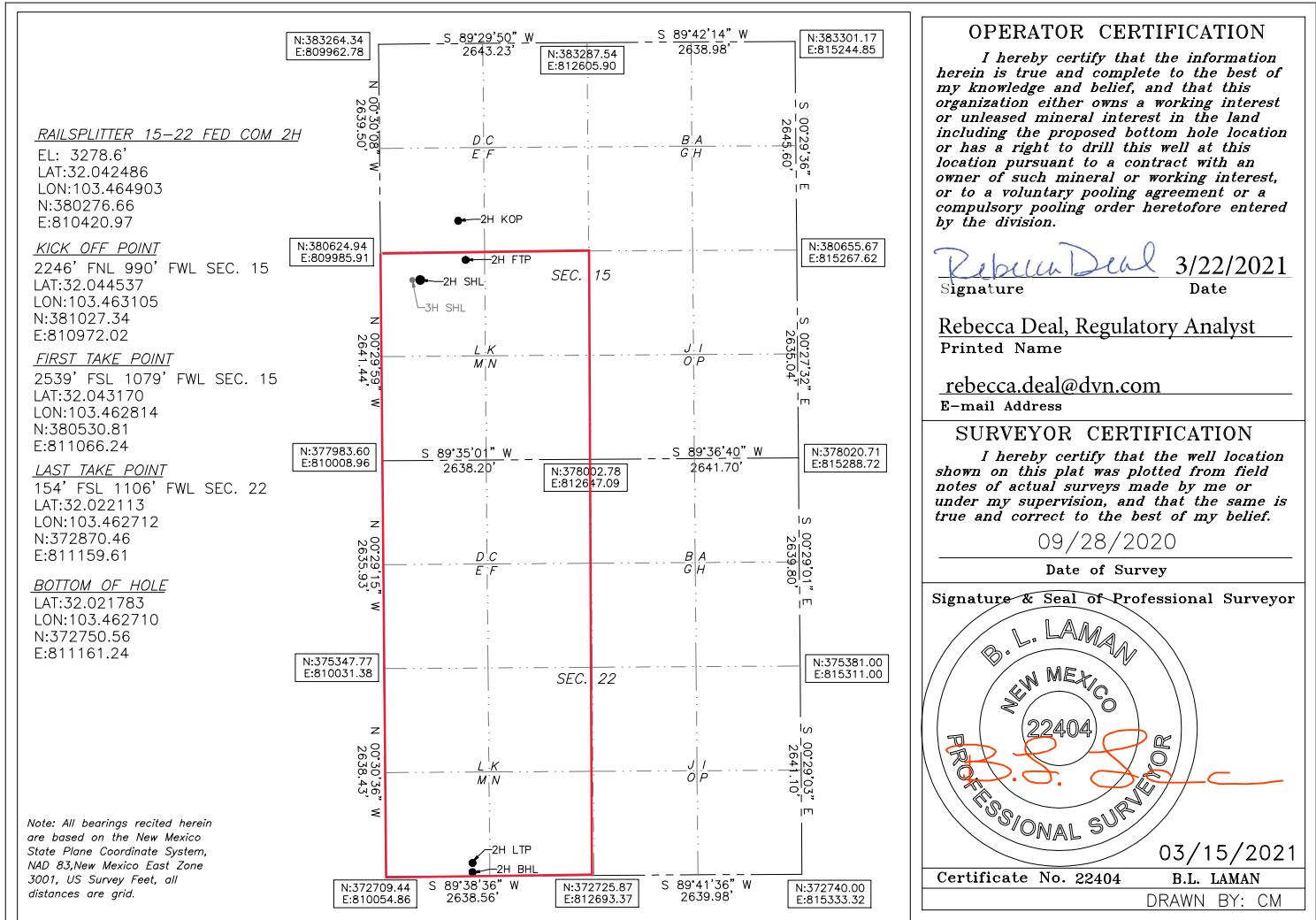
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2290	SOUTH	432	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		34	SOUTH	1107	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code		Order No.					
480									

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



Intent  As Drilled 

API #	30-025-47213
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 2H
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## Kick Off Point (KOP)

UL E	Section 15	Township 26-S	Range 34-E	Lot	Feet 2246	From N/S NORTH	Feet 990	From E/W WEST	County LEA
Latitude 32.044537				Longitude 103.463105					NAD 83

## First Take Point (FTP)

UL L	Section 15	Township 26-S	Range 34-E	Lot	Feet 2539	From N/S SOUTH	Feet 1079	From E/W WEST	County LEA
Latitude 32.043170				Longitude 103.462814					NAD 83

## Last Take Point (LTP)

UL M	Section 22	Township 26-S	Range 34-E	Lot	Feet 154	From N/S SOUTH	Feet 1106	From E/W WEST	County LEA
Latitude 32.022113				Longitude 103.462712					NAD 83

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

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

API #	Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 2H
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KZ 06/29/2018

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-47214	98105	WC-025 G-09 S263416B; Wolfcamp
Property Code	Property Name	Well Number
328254	RAILSPLITTER 15-22 FED COM	3H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3279.5'

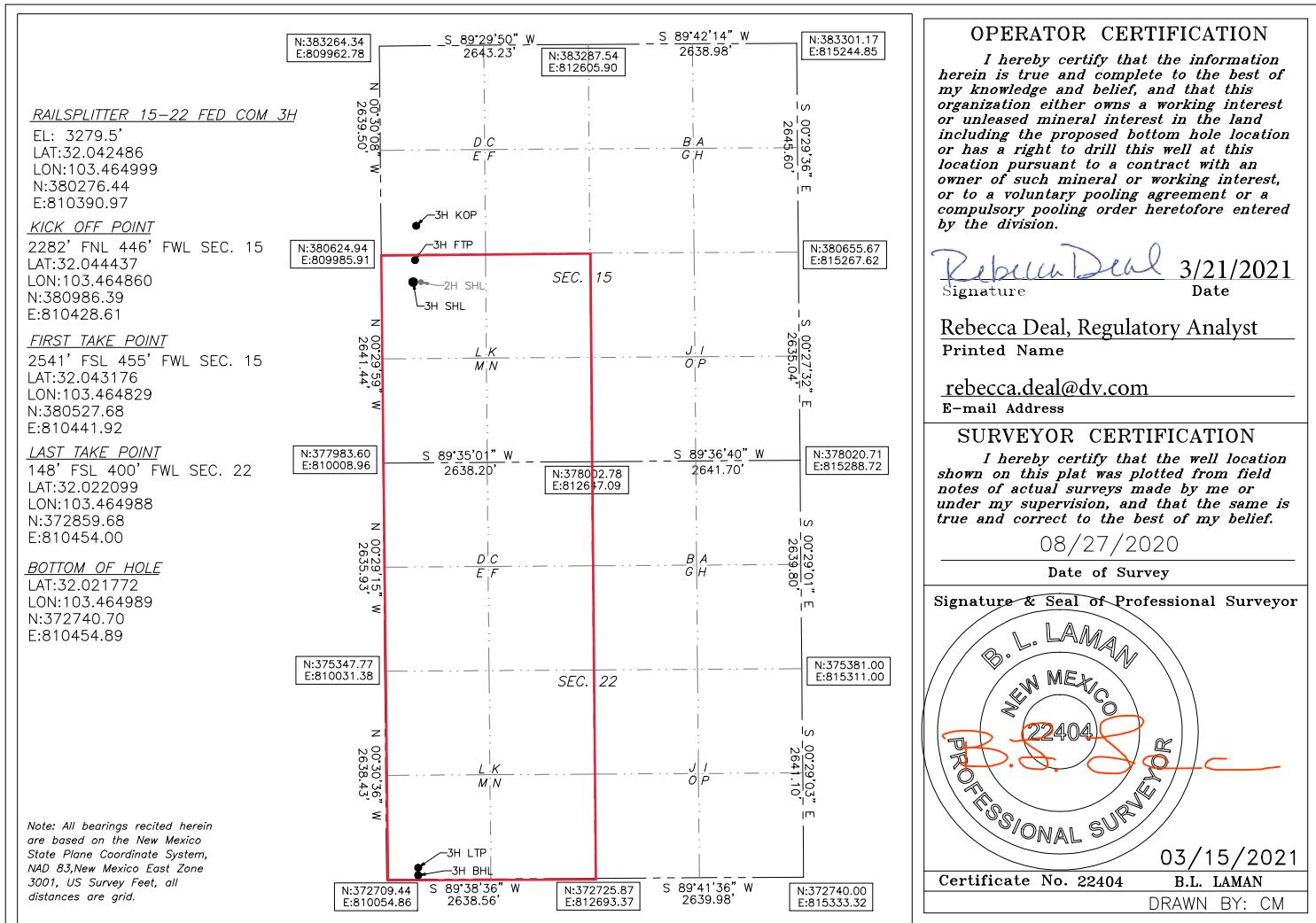
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2290	SOUTH	402	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		29	SOUTH	400	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code		Order No.					
480									

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



Intent  As Drilled 

API #
30-025-47214

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 3H
---	--	-------------------

## Kick Off Point (KOP)

UL E	Section 15	Township 26-S	Range 34-E	Lot	Feet 2282	From N/S NORTH	Feet 446	From E/W WEST	County LEA
Latitude 32.044437	Longitude 103.464860								NAD 83

## First Take Point (FTP)

UL L	Section 15	Township 26-S	Range 34-E	Lot	Feet 2541	From N/S SOUTH	Feet 455	From E/W WEST	County LEA
Latitude 32.043176	Longitude 103.464829								NAD 83

## Last Take Point (LTP)

UL M	Section 22	Township 26-S	Range 34-E	Lot	Feet 148	From N/S SOUTH	Feet 400	From E/W WEST	County LEA
Latitude 32.022099	Longitude 103.464988								NAD 83

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

 N

Is this well an infill well?

 Y

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

API # 30-025-47213	Property Name: Railsplitter 15-22 Fed Com	Well Number 2H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name
30-025-47215	98105	WC-025 G-09 S263416B; Wolfcamp
Property Code 328254	Property Name RAILSPLITTER 15-22 FED COM	Well Number 4H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3274.8'

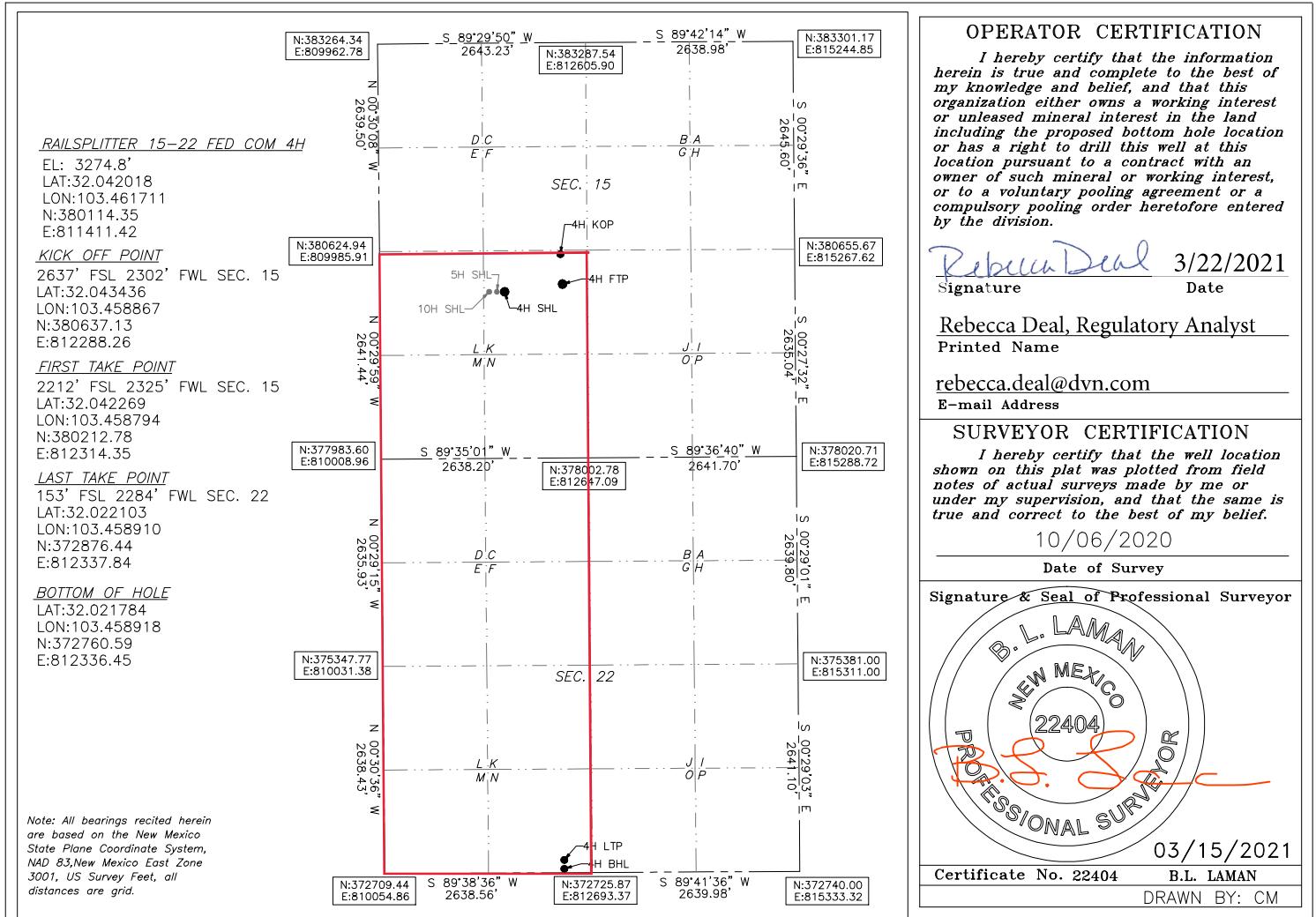
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		2120	SOUTH	1421	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		37	SOUTH	2282	WEST	LEA
Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.						

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OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



Intent  As Drilled 

API #	30-025-47215
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 4H
---	--	-------------------

## Kick Off Point (KOP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2637	From N/S SOUTH	Feet 2302	From E/W WEST	County LEA
Latitude 32.043436				Longitude 103.458867					NAD 83

## First Take Point (FTP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2212	From N/S SOUTH	Feet 2325	From E/W WEST	County LEA
Latitude 32.042269				Longitude 103.458794					NAD 83

## Last Take Point (LTP)

UL N	Section 22	Township 26-S	Range 34-E	Lot	Feet 153	From N/S SOUTH	Feet 2284	From E/W WEST	County LEA
Latitude 32.022103				Longitude 103.458910					NAD 83

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

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 2H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-47216	98105	WC-025 G-09 S263416B; Wolfcamp
Property Code	Property Name	Well Number
328254	RAILSPLITTER 15-22 FED COM	5H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3272.9'

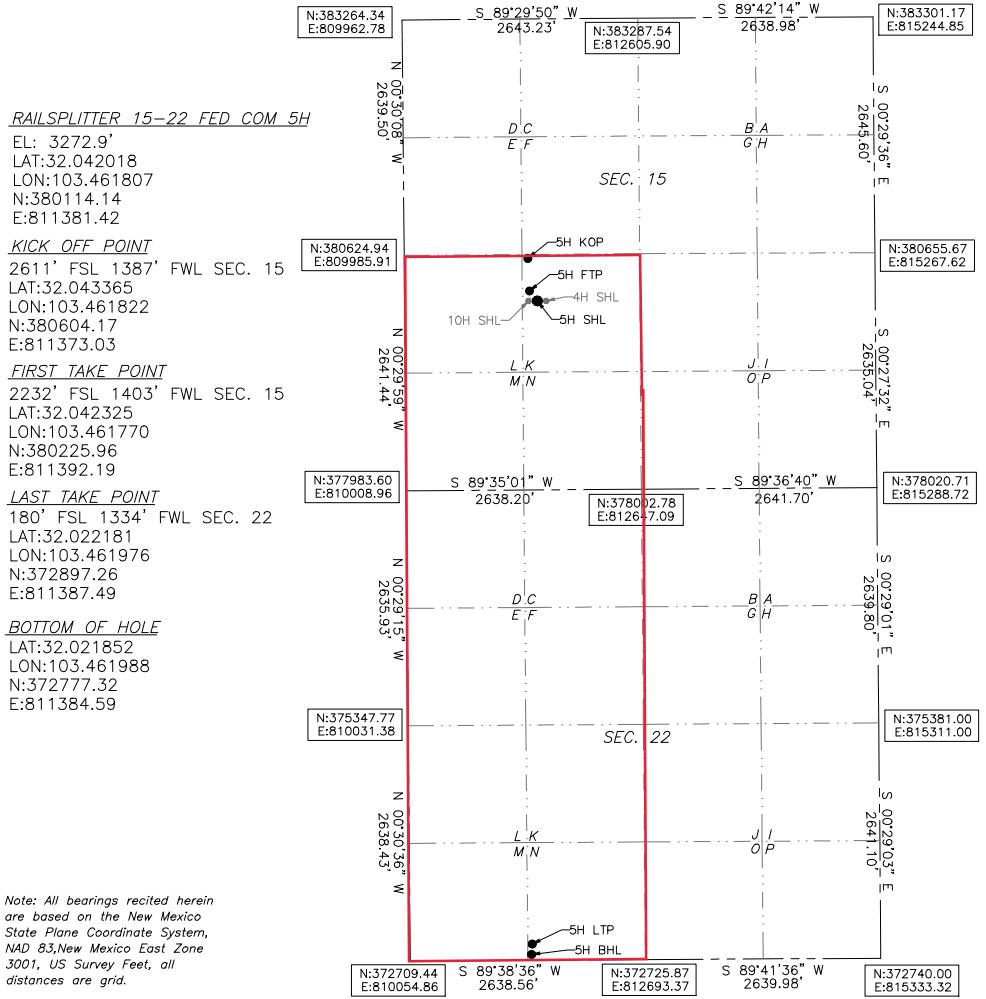
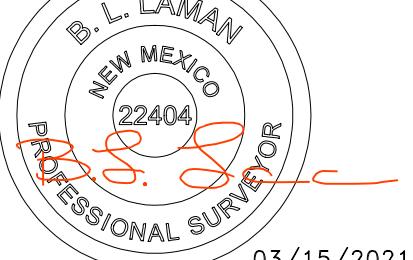
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		2120	SOUTH	1391	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		60	SOUTH	1330	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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 <p><b>RAILSPLITTER 15-22 FED COM 5H</b></p> <p>EL: 3272.9' LAT:32.042018 LON:103.461807 N:380114.14 E:811381.42</p> <p><b>KICK OFF POINT</b> 2611' FSL 1387' FWL SEC. 15 LAT:32.043365 LON:103.461822 N:380604.17 E:811373.03</p> <p><b>FIRST TAKE POINT</b> 2232' FSL 1403' FWL SEC. 15 LAT:32.042325 LON:103.461770 N:380225.96 E:811392.19</p> <p><b>LAST TAKE POINT</b> 180' FSL 1334' FWL SEC. 22 LAT:32.022181 LON:103.461976 N:372897.26 E:811387.49</p> <p><b>BOTTOM OF HOLE</b> LAT:32.021852 LON:103.461988 N:372777.32 E:811384.59</p> <p>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</p>	<p><b>OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 3/26/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b></p> <p>I 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>10/16/2020 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <p></p> <p>03/15/2021 Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p>
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Intent  As Drilled 

API #	30-025-47216
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 5H
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## Kick Off Point (KOP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2611	From N/S SOUTH	Feet 1387	From E/W WEST	County LEA
Latitude 32.043365				Longitude 103.461822					NAD 83

## First Take Point (FTP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2232	From N/S SOUTH	Feet 1403	From E/W WEST	County LEA
Latitude 32.042325				Longitude 103.461770					NAD 83

## Last Take Point (LTP)

UL N	Section 22	Township 26-S	Range 34-E	Lot	Feet 180	From N/S SOUTH	Feet 1334	From E/W WEST	County LEA
Latitude 32.022181				Longitude 103.461976					NAD 83

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

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 2H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number		Pool Code		Pool Name			
30-025-47217		98105		WC-025 G-09 S263416B;UPPER WOLFCAMP			
Property Code		Property Name				Well Number	
328254		RAILSPLITTER 15-22 FED COM				6H	
OGRID No.		Operator Name				Elevation	
6137		DEVON ENERGY PRODUCTION COMPANY, L.P.				3267.4'	

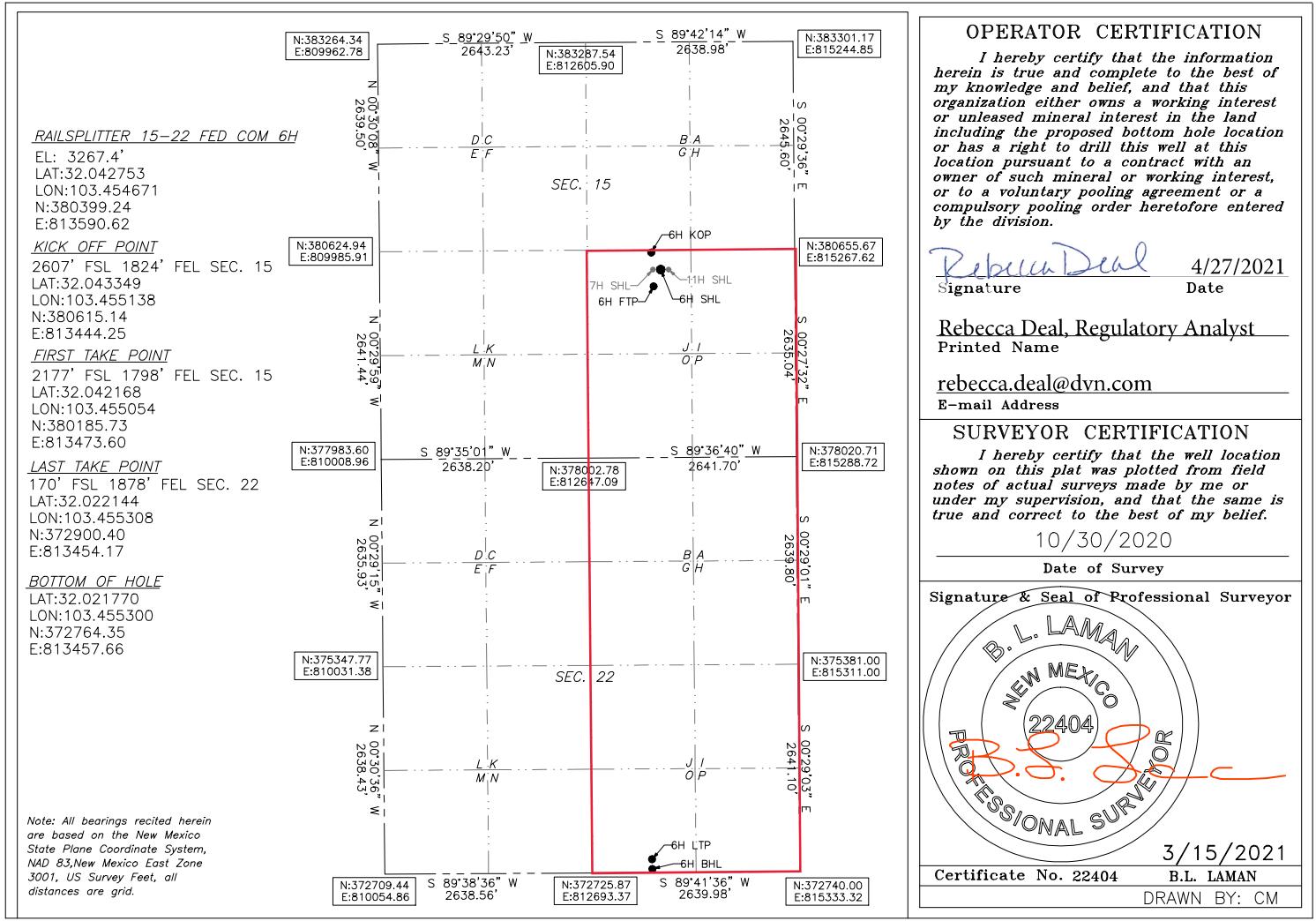
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	15	26-S	34-E		2390	SOUTH	1679	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	22	26-S	34-E		34	SOUTH	1875	EAST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code			Order No.				
480									

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Intent  As Drilled 

API #	30-025-47217
-------	--------------

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 6H
---	--	-------------------

## Kick Off Point (KOP)

UL J	Section 15	Township 26-S	Range 34-E	Lot	Feet 2607	From N/S SOUTH	Feet 1824	From E/W EAST	County LEA
Latitude 32.043349				Longitude 103.455138					NAD 83

## First Take Point (FTP)

UL J	Section 15	Township 26-S	Range 34-E	Lot	Feet 2177	From N/S SOUTH	Feet 1798	From E/W EAST	County LEA
Latitude 32.042168				Longitude 103.455054					NAD 83

## Last Take Point (LTP)

UL O	Section 22	Township 26-S	Range 34-E	Lot	Feet 170	From N/S SOUTH	Feet 1878	From E/W EAST	County LEA
Latitude 32.022144				Longitude 103.455308					NAD 83

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

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 9H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

KZ 06/29/2018

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-47218	98105	WC-025 G-09 S263416B;UPPER WOLFCAMP
Property Code 328254	Property Name RAILSPLITTER 15-22 FED COM	Well Number 7H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3266.8'

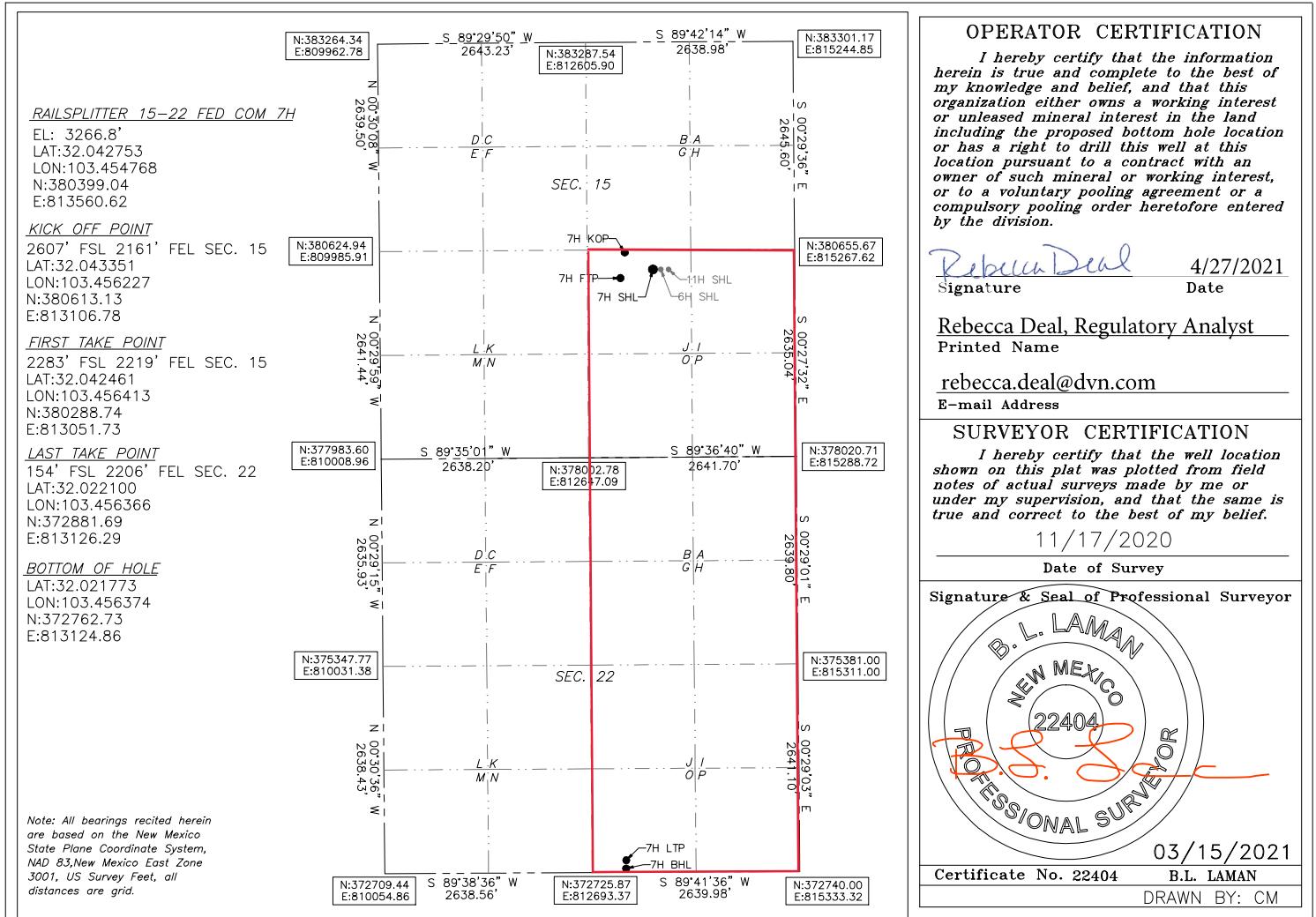
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	15	26-S	34-E		2390	SOUTH	1709	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	22	26-S	34-E		35	SOUTH	2208	EAST	LEA
Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.						

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
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Intent  As Drilled 

API #	30-025-47218
-------	--------------

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 7H
---	--	-------------------

## Kick Off Point (KOP)

UL J	Section 15	Township 26-S	Range 34-E	Lot	Feet 2607	From N/S SOUTH	Feet 2161	From E/W EAST	County LEA
Latitude 32.043351				Longitude 103.456227					NAD 83

## First Take Point (FTP)

UL J	Section 15	Township 26-S	Range 34-E	Lot	Feet 2283	From N/S SOUTH	Feet 2219	From E/W EAST	County LEA
Latitude 32.042461				Longitude 103.456413					NAD 83

## Last Take Point (LTP)

UL O	Section 22	Township 26-S	Range 34-E	Lot	Feet 154	From N/S SOUTH	Feet 2206	From E/W EAST	County LEA
Latitude 32.022100				Longitude 103.456366					NAD 83

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

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 9H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-47219	98105	WC-025 G-09 S263416B;UPPER WOLFCAMP
Property Code	Property Name	Well Number
328254	RAILSPLITTER 15-22 FED COM	8H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3259.1'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	15	26-S	34-E		2390	SOUTH	405	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	22	26-S	34-E		35	SOUTH	335	EAST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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<p><b>RAILSPLITTER 15-22 FED COM 8H</b> EL: 3259.1' LAT:32.042748 LON:103.450558 N:380407.89 E:814864.89</p> <p><b>KICK OFF POINT</b> 2576' FSL 385' FEL SEC. 15 LAT:32.043258 LON:103.450494 N:380593.54 E:814883.25</p> <p><b>FIRST TAKE POINT</b> 2306' FSL 425' FEL SEC. 15 LAT:32.042517 LON:103.450623 N:380323.91 E:814845.47</p> <p><b>LAST TAKE POINT</b> 153' FSL 339' FEL SEC. 22 LAT:32.022085 LON:103.450342 N:372891.55 E:814993.51</p> <p><b>BOTTOM OF HOLE</b> LAT:32.021761 LON:103.450331 N:372773.67 E:814997.87</p> <p>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</p>	<p><b>OPERATOR CERTIFICATION</b> I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 4/27/2021 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b> 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>03/10/2021 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <div style="text-align: center;"> <p>B. L. LAMAN NEW MEXICO 22404 PROFESSIONAL SURVEYOR 03/15/2021 Certificate No. 22404 B.L. LAMAN DRAWN BY: CM</p> </div>
--	---

Intent  As Drilled 

API #	30-025-47219
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 8H
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## Kick Off Point (KOP)

UL I	Section 15	Township 26-S	Range 34-E	Lot	Feet 2576	From N/S SOUTH	Feet 385	From E/W EAST	County LEA
Latitude 32.043258				Longitude 103.450494					NAD 83

## First Take Point (FTP)

UL I	Section 15	Township 26-S	Range 34-E	Lot	Feet 2306	From N/S SOUTH	Feet 425	From E/W EAST	County LEA
Latitude 32.042517				Longitude 103.450623					NAD 83

## Last Take Point (LTP)

UL P	Section 22	Township 26-S	Range 34-E	Lot	Feet 153	From N/S SOUTH	Feet 339	From E/W EAST	County LEA
Latitude 32.022085				Longitude 103.450342					NAD 83

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

N
---

Is this well an infill well?

Y
---

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 9H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

KZ 06/29/2018

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Phone: (575) 746-1263 Fax: (575) 746-9720

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name
30-025-47220	98105	WC-025 G-09 S263416B;UPPER WOLFCAMP
Property Code 328254	Property Name RAILSPLITTER 15-22 FED COM	Well Number 9H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3259.5'

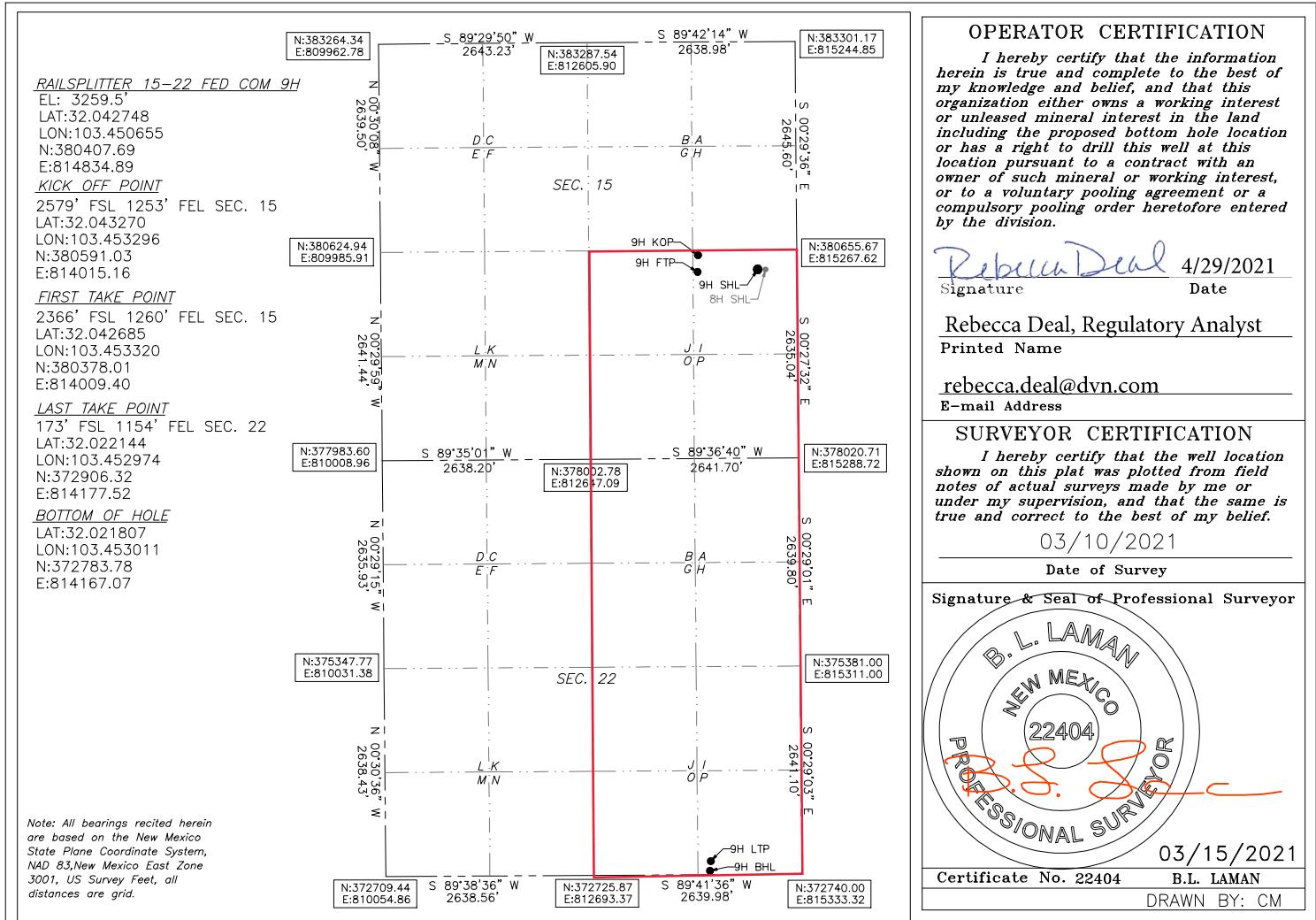
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	15	26-S	34-E		2390	SOUTH	435	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	22	26-S	34-E		50	SOUTH	1166	EAST	LEA
Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.						

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
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Intent  As Drilled 

API #
-------

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 9H
---	--	-------------------

## Kick Off Point (KOP)

UL I	Section 15	Township 26-S	Range 34-E	Lot	Feet 2579	From N/S SOUTH	Feet 1253	From E/W EAST	County LEA
Latitude 32.043270			Longitude 103.453296					NAD 83	

## First Take Point (FTP)

UL I	Section 15	Township 26-S	Range 34-E	Lot	Feet 2366	From N/S SOUTH	Feet 1260	From E/W EAST	County LEA
Latitude 32.042685			Longitude 103.453320					NAD 83	

## Last Take Point (LTP)

UL P	Section 22	Township 26-S	Range 34-E	Lot	Feet 173	From N/S SOUTH	Feet 1154	From E/W EAST	County LEA
Latitude 32.022144			Longitude 103.452974					NAD 83	

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

Y
---

Is this well an infill well?

N
---

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

API #	Property Name:	Well Number
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 9H

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-50676	96672	WC-025 G-08 S263412K; BONE SPRING
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	12H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3279.5'

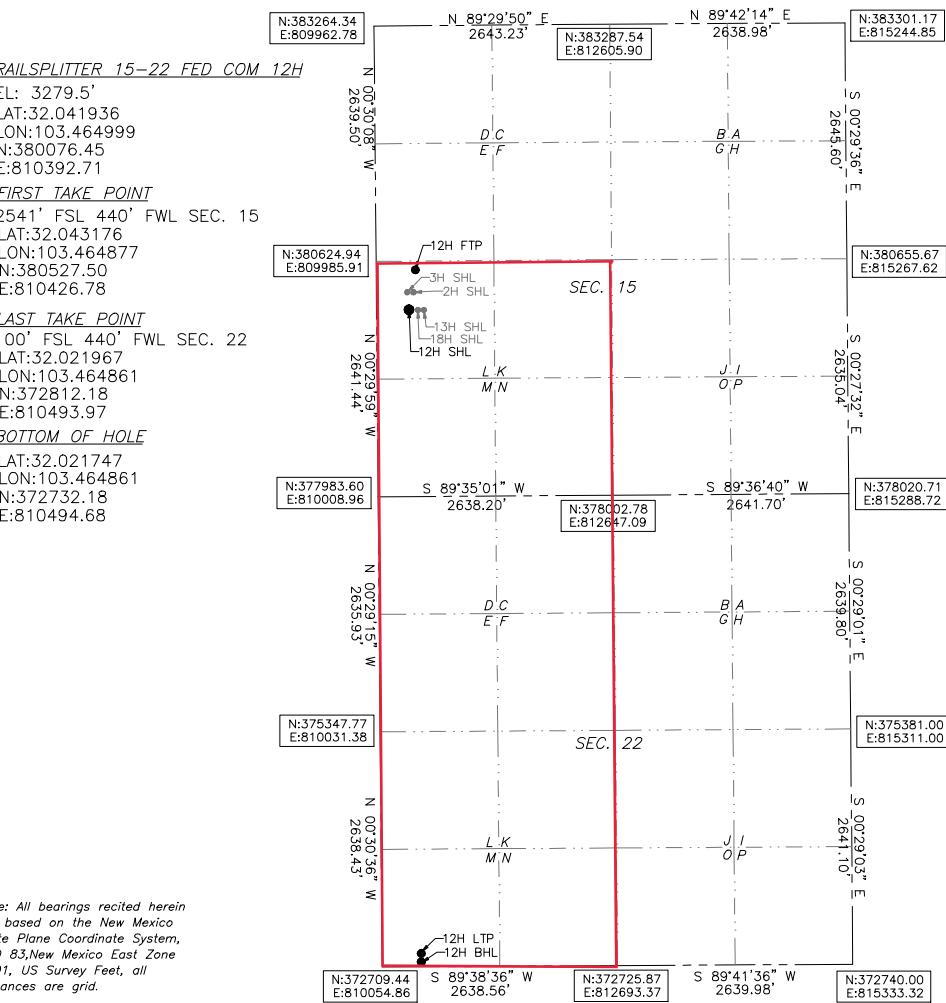
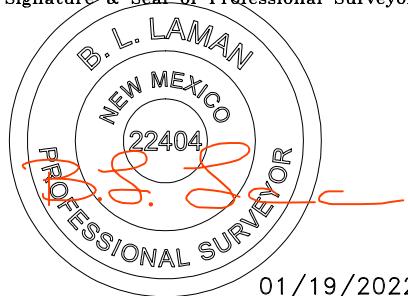
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2090	SOUTH	402	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		20	SOUTH	440	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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 <p><b>RAILSPLITTER 15-22 FED COM 12H</b></p> <p>EL: 3279.5' LAT:32.041936 LON:103.464999 N:380076.45 E:810392.71</p> <p><b>FIRST TAKE POINT</b> 2541' FSL 440' FWL SEC. 15 LAT:32.043176 LON:103.464877 N:380527.50 E:810426.78</p> <p><b>LAST TAKE POINT</b> 100' FSL 440' FWL SEC. 22 LAT:32.021967 LON:103.464861 N:372812.18 E:810493.97</p> <p><b>BOTTOM OF HOLE</b> LAT:32.021747 LON:103.464861 N:372732.18 E:810494.68</p> <p>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</p>	<p><b>OPERATOR CERTIFICATION</b> I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 1/26/2022 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b> 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>01/05/2022 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <div style="text-align: center;">  </div> <p>01/19/2022 Certificate No. 22404 B.L. LAMAN DRAWN BY: JP</p>
--	--

Intent  As Drilled 

API #	30-025-50676
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 12H
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## Kick Off Point (KOP)

UL 15	Section 26S	Township 34E	Range Lot	Feet 2600	From N/S FSL	Feet 439	From E/W FWL	County LEA
Latitude 32.0432				Longitude -103.4650				NAD 83

## First Take Point (FTP)

UL L	Section 15	Township 26-S	Range 34-E	Lot	Feet 2541	From N/S SOUTH	Feet 440	From E/W WEST	County LEA
Latitude 32.043176				Longitude 103.464877				NAD 83	

## Last Take Point (LTP)

UL M	Section 22	Township 26-S	Range 34-E	Lot	Feet 100	From N/S SOUTH	Feet 440	From E/W WEST	County LEA
Latitude 32.021967				Longitude 103.464861				NAD 83	

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

N
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Is this well an infill well?

Y
---

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

KZ 06/29/2018

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-50677	96672	WC-025 G-08 S263412K; BONE SPRING
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	13H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3279.6'

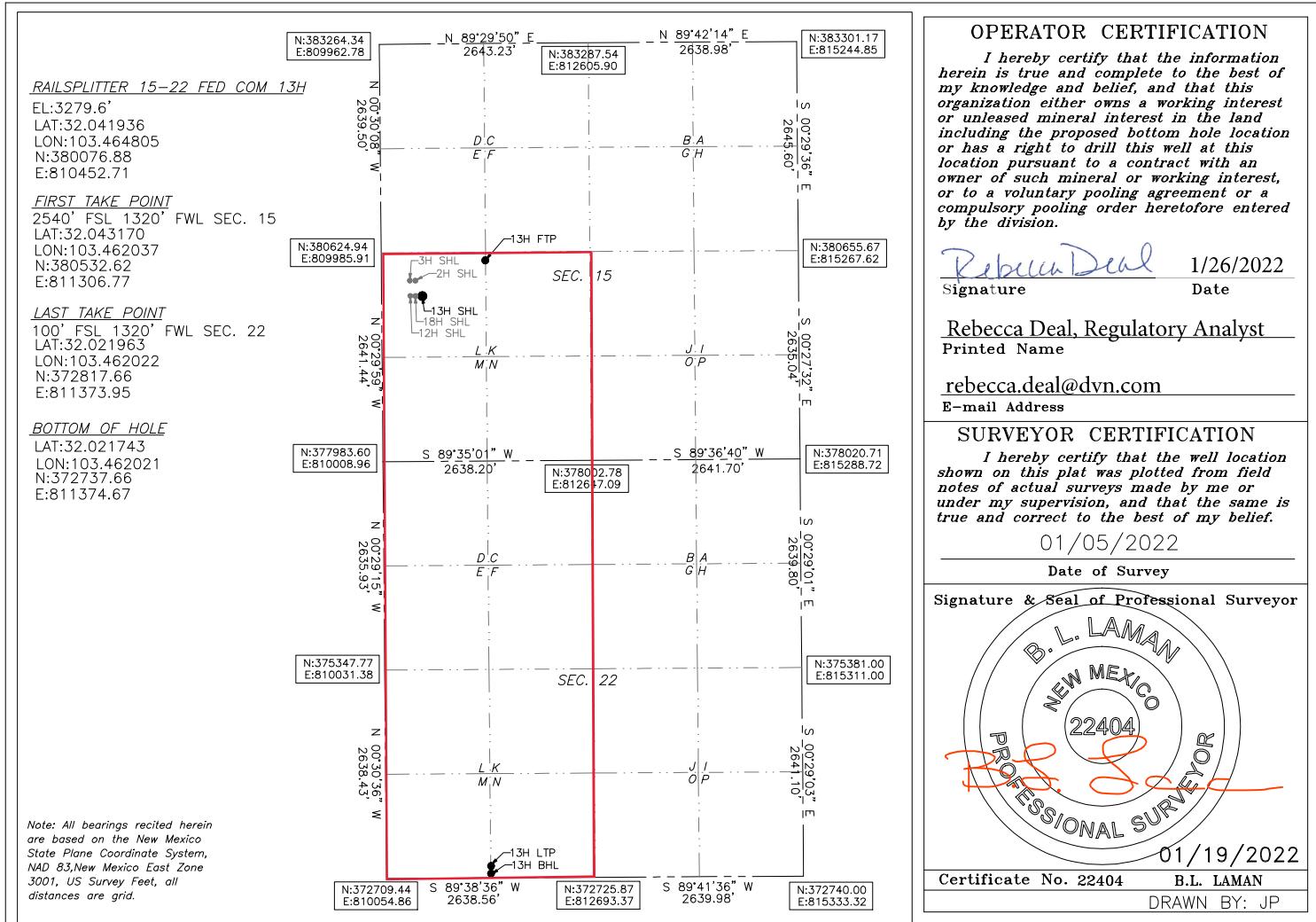
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2090	SOUTH	462	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		20	SOUTH	1320	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
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Intent  N As Drilled 

API #	30-025-50677
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H
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## Kick Off Point (KOP)

UL 15	Section 26S	Township 34E	Range Lot	Feet 2618	From N/S FSL	Feet 1321	From E/W FWL	County LEA
Latitude 32.0433				Longitude -103.4621				NAD 83

## First Take Point (FTP)

UL L 15	Section 26-S	Township 34-E	Range Lot	Feet 2540	From N/S SOUTH	Feet 1320	From E/W WEST	County LEA
Latitude 32.043170				Longitude 103.462037				NAD 83

## Last Take Point (LTP)

UL N 22	Section 26-S	Township 34-E	Range Lot	Feet 100	From N/S SOUTH	Feet 1320	From E/W WEST	County LEA
Latitude 32.021963				Longitude 103.462022				NAD 83

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

Y
---

Is this well an infill well?

N
---

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

API #	Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-50678	96672	WC-025 G-08 S263412K;BONE SPRING
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	14H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3274.2'

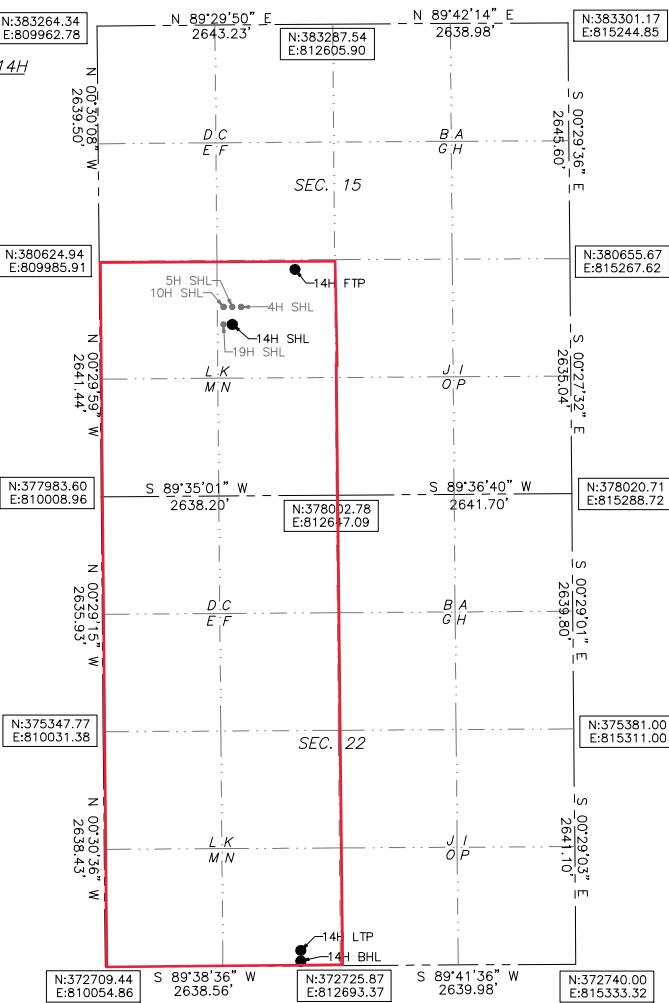
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		1920	SOUTH	1391	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		20	SOUTH	2200	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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 <p><b>RAILSPLITTER 15-22 FED COM 14H</b></p> <p>EL: 3274.2' LAT:32.041467 LON:103.461807 N:379913.64 E:811383.17</p> <p><b>FIRST TAKE POINT</b> 2538' FSL 2200' FWL SEC. 15 LAT:32.043165 LON:103.459198 N:380537.74 E:812186.76</p> <p><b>LAST TAKE POINT</b> 100' FSL 2200' FWL SEC. 22 LAT:32.021958 LON:103.459182 N:372823.13 E:812253.94</p> <p><b>BOTTOM OF HOLE</b> LAT:32.021738 LON:103.459182 N:372743.14 E:812254.65</p> <p>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</p>	<p><b>OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 1/27/2022 Signature Date Rebecca Deal, Regulatory Analyst Printed Name rebecca.deal@dvn.com E-mail Address</p> <p><b>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>01/05/2022 Date of Survey Signature &amp; Seal of Professional Surveyor</p> <p><i>B. L. LAMAN</i> 22404 PROFESSIONAL SURVEYOR 01/19/2022 Certificate No. 22404 B.L. LAMAN DRAWN BY: JP</p>
--	---

Intent  As Drilled 

API #	30-025-50678
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 14H
---	--	--------------------

## Kick Off Point (KOP)

UL 15	Section 26S	Township 34E	Lot	Feet 2613	From N/S FSL	Feet 2201	From E/W FWL	County LEA
Latitude 32.0433				Longitude -103.4593				NAD 83

## First Take Point (FTP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2538	From N/S SOUTH	Feet 2200	From E/W WEST	County LEA
Latitude 32.043165				Longitude 103.459198				NAD 83	

## Last Take Point (LTP)

UL N	Section 22	Township 26-S	Range 34-E	Lot	Feet 100	From N/S SOUTH	Feet 2200	From E/W WEST	County LEA
Latitude 32.021958				Longitude 103.459182				NAD 83	

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

N
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Is this well an infill well?

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

API #	Property Name: Railsplitter 15-22 Fed Com	Well Number 13H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-50682	96672	WC-025 G-08 S263412K; BONE SPRING
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	18H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3279.5'

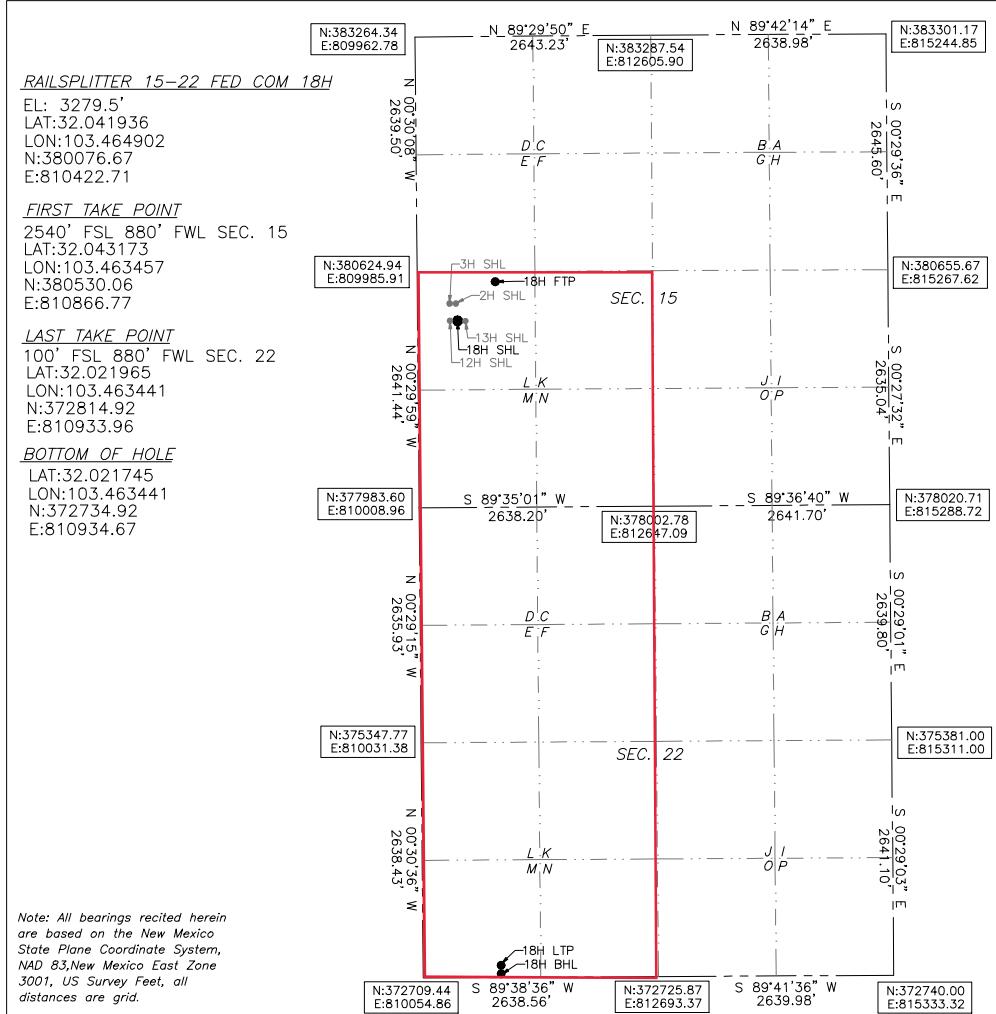
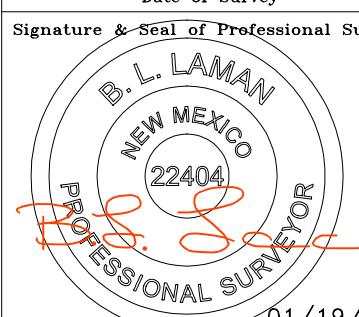
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2090	SOUTH	432	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	22	26-S	34-E		20	SOUTH	880	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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

 <p><b>RAILSPLITTER 15-22 FED COM 18H</b></p> <p>EL: 3279.5' LAT: 32.041936 LON: 103.464902 N:380076.67 E:810422.71</p> <p><b>FIRST TAKE POINT</b> 2540' FSL 880' FWL SEC. 15 LAT:32.043173 LON:103.463457 N:380530.06 E:810866.77</p> <p><b>LAST TAKE POINT</b> 100' FSL 880' FWL SEC. 22 LAT:32.021965 LON:103.463441 N:372814.92 E:810933.96</p> <p><b>BOTTOM OF HOLE</b> LAT:32.021745 LON:103.463441 N:372734.92 E:810934.67</p> <p>Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.</p>	<p><b>OPERATOR CERTIFICATION</b> I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 1/27/2022 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b> 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>01/05/2022 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <div style="text-align: center;">  <p><i>R. S.</i></p> <p>01/19/2022</p> <p>Certificate No. 22404 B.L. LAMAN DRAWN BY: JP</p> </div>
--	---

Intent  As Drilled 

API #	30-025-50682
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 18H
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## Kick Off Point (KOP)

UL 15	Section 26S	Township 34E	Lot	Feet 2598	From N/S FSL	Feet 881	From E/W FWL	County LEA
Latitude 32.0432				Longitude -103.4635				NAD 83

## First Take Point (FTP)

UL L	Section 15	Township 26-S	Range 34-E	Lot	Feet 2540	From N/S SOUTH	Feet 880	From E/W WEST	County LEA
Latitude 32.043173				Longitude 103.463457				NAD 83	

## Last Take Point (LTP)

UL M	Section 22	Township 26-S	Range 34-E	Lot	Feet 100	From N/S SOUTH	Feet 880	From E/W WEST	County LEA
Latitude 32.021965				Longitude 103.463441				NAD 83	

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

N
---

Is this well an infill well?

Y
---

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

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) 746-1263 Fax: (575) 746-9720

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

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

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

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-50683	96672	WC-025 G-08 S263412K; BONE SPRING
Property Code	Property Name	Well Number
	RAILSPLITTER 15-22 FED COM	19H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3274.1'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		1920	SOUTH	1361	WEST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	22	26-S	34-E		20	SOUTH	1760	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
480									

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

	<p><b>OPERATOR CERTIFICATION</b> I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 1/27/2022 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p> <p><b>SURVEYOR CERTIFICATION</b> 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>01/05/2022 Date of Survey</p> <p>Signature &amp; Seal of Professional Surveyor</p> <div style="text-align: center;"> </div> <p>01/19/2022 Certificate No. 22404 B.L. LAMAN DRAWN BY: JP</p>
--	--

Intent  As Drilled 

API #	30-025-50683
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 19H
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## Kick Off Point (KOP)

UL 15	Section 26S	Township 34E	Range Lot	Feet 2599	From N/S FSL	Feet 1761	From E/W FWL	County LEA
Latitude 32.0432				Longitude -103.4607				NAD 83

## First Take Point (FTP)

UL K	Section 15	Township 26-S	Range 34-E	Lot	Feet 2539	From N/S SOUTH	Feet 1760	From E/W WEST	County LEA
Latitude 32.043167				Longitude 103.460618				NAD 83	

## Last Take Point (LTP)

UL M	Section 22	Township 26-S	Range 34-E	Lot	Feet 100	From N/S SOUTH	Feet 1760	From E/W WEST	County LEA
Latitude 32.021960				Longitude 103.460602				NAD 83	

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

N
---

Is this well an infill well?

Y
---

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

API #	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		

KZ 06/29/2018



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

March 14, 2023

**VIA EMAIL**

New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87504

Ladies and Gentlemen:

**Re: Railsplitter 15-22 Fed Com 12H, 13H, 14H, 18H, & 19H [Bone Springs]  
Railsplitter 15-22 Fed Com 2H, 3H, 4H, 5H, 6H, 7H, 8H, & 9H [Wolfcamp]**

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the WC-025 G-08 S263412K; Bone Spring (Pool Code: 96672) and the WC-025 G-09 S263416B; Upper Wolfcamp (Pool Code: 98105). Upon review of the title information and Devon's records, ownership in the wells listed below are all identical.

Well Name	Location	API	Lease(s)	Pool
Railsplitter 15-22 Fed Com 12H	15-26S-34E	30-025-50676	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 13H	15-26S-34E	30-025-50677	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 14H	15-26S-34E	30-025-50678	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 18H	15-26S-34E	30-025-50682	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 19H	15-26S-34E	30-025-50683	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 2H	15-26S-34E	30-025-47213	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 3H	15-26S-34E	30-025-47214	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 4H	15-26S-34E	30-025-47215	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 5H	15-26S-34E	30-025-47216	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp

Railsplitter 15-22 Fed Com 6H	15-26S-34E	30-025-47217	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 7H	15-26S-34E	30-025-47218	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 8H	15-26S-34E	30-025-47219	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 9H	15-26S-34E	30-025-47220	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp

If you have any questions, please feel free to contact me at (405) 228.2896.

Regards,

**Devon Energy Production Company, L.P.**



Daniel J. Brunsman  
Advising Landman

cc:

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RAILSPLITTER	13H	3002550677	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	7H	3002547218	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	9H	3002547220	NMNM94118	NMNM142925	DEVON
RAILSPLITTER	3H	3002547214	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	19H	3002550683	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	14H	3002550678	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	2H	3002547213	NMNM112941	NMNM143513	DEVON
RAILSPLITTER	4H	3002547215	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	18H	3002550682	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	5H	3002547216	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	8H	3002547219	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	12H	3002550676	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	6H	3002547217	NMNM94118	NMNM94118	DEVON

### Notice of Intent

**Sundry ID:** 2724159

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:**

**Time Sundry Submitted:**

**Date proposed operation will begin:** 04/03/2023

**Procedure Description:** Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, L.P., respectfully requests a Pool/Lease for the Railsplitter 15 CTB 6 CTB. This request adds five new wells in a different CA and pool. Previous commingle approval for Railsplitter 15-22 Fed Com 2H - 9H via Sundry Id 2153288. Please see attached commingle application and supporting documentation.

### Surface Disturbance

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

### NOI Attachments

#### Procedure Description

Railsplitter\_15\_CTB\_6\_Submitted\_Commingle\_App\_BLM\_Phase\_2\_20230403150923.pdf

**Operator**

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

**Operator Electronic Signature:** REBECCA DEAL

**Signed on:** APR 03, 2023 03:10 PM

**Name:** DEVON ENERGY PRODUCTION COMPANY LP

**Title:** Regulatory Analyst

**Street Address:** 333 W SHERIDAN AVE

**City:** OKLAHOMA CITY      **State:** OK

**Phone:** (303) 299-1406

**Email address:** REBECCA.DEAL@DVN.COM

**Field**

**Representative Name:**

**Street Address:**

**City:**      **State:**      **Zip:**

**Phone:**

**Email address:**

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RAILSPLITTER	13H	3002550677	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	7H	3002547218	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	9H	3002547220	NMNM94118	NMNM142925	DEVON
RAILSPLITTER	3H	3002547214	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	19H	3002550683	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	14H	3002550678	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	2H	3002547213	NMNM112941	NMNM143513	DEVON
RAILSPLITTER	4H	3002547215	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	18H	3002550682	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	5H	3002547216	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	8H	3002547219	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	12H	3002550676	NMNM94118	NMNM94118	DEVON
RAILSPLITTER	6H	3002547217	NMNM94118	NMNM94118	DEVON

### Notice of Intent

**Sundry ID:** 2724159

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:** 04/03/2023

**Time Sundry Submitted:** 03:14

**Date proposed operation will begin:** 04/03/2023

**Procedure Description:** Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, L.P., respectfully requests a Pool/Lease for the Railsplitter 15 CTB 6 CTB. This request adds five new wells in a different CA and pool. Previous commingle approval for Railsplitter 15-22 Fed Com 2H - 9H via Sundry Id 2153288. Please see attached commingle application and supporting documentation.

### Surface Disturbance

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

### NOI Attachments

#### Procedure Description

Railsplitter\_15\_CTB\_6\_Submitted\_Commingle\_App\_BLM\_Phase\_2\_20230403150923.pdf

**Conditions of Approval****Specialist Review**

Surface\_Commingling\_COA\_20230512133823.pdf

**Operator**

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

**Operator Electronic Signature:** REBECCA DEAL**Signed on:** APR 03, 2023 03:10 PM**Name:** DEVON ENERGY PRODUCTION COMPANY LP**Title:** Regulatory Analyst**Street Address:** 333 W SHERIDAN AVE**City:** OKLAHOMA CITY**State:** OK**Phone:** (303) 299-1406**Email address:** REBECCA.DEAL@DVN.COM**Field****Representative Name:****Street Address:****City:****State:****Zip:****Phone:****Email address:****BLM Point of Contact****BLM POC Name:** JONATHON W SHEPARD**BLM POC Title:** Petroleum Engineer**BLM POC Phone:** 5752345972**BLM POC Email Address:** jshepard@blm.gov**Disposition:** Approved**Disposition Date:** 05/12/2023**Signature:** Jonathon Shepard

**Bureau of Land Management**  
**Carlsbad Field Office**  
**620 East Greene Street**  
**Carlsbad, New Mexico 88220**  
**575-234-5972**

**Conditions of Approval**  
**Off-Lease Storage and Lease/CA/PA Commingling of**  
**Measurement and Sales of Oil and Gas Production**

1. This approval is subject to like approval by the New Mexico Oil Conservation Division.
  - a. All well tests for allocation shall be performed per NMOCD requirements.
2. This agency reserves the right to modify or rescind approval whenever it determines continued use of the approved method may adversely affect the public's interest (surface and/or subsurface).
3. Submittal of a new surface commingling sundry is required if:
  - a. There are any changes to the allocation methodology
  - b. Proposed Communitization Agreements (CA) or Participating Areas (PA) are not approved or are approved with changes to the original proposal
4. If new surface disturbance on BLM managed land is proposed, the operator shall submit appropriate surface use plan of operations and right-of-way grant applications to the Carlsbad Field Office for approval prior to any construction.
5. Off-lease measurement, storage, and sales from sources in this package are approved.
6. Non-FMP meters will meet the standards the operator proposed in the sundry.
7. Within 30 days of implementing the allocation methodology in this application, the operator shall submit a new site facility diagram via Sundry Notice which meets the requirements of **43 CFR 3173.11**. Include the effective date for the allocation methodology with the sundry notice.
  - a. In lieu of FMP numbers on the site facility diagram, include all meter serial numbers or assign unique meter ID numbers that are reflected and identifiable in the field. This is to include allocation meters.
8. This approval does not allow for a variance from 43 CFR 3170.4. This approval does not authorize bypasses around any approved measurement point, nor does it approve the use of headers capable of acting as a bypass.
9. This approval does not authorize royalty-free fuel usage at the compressor station downstream of the CTB's FMPs; it must be an additional request separate from this application:
  - a. Submit an additional Sundry Notice containing the information required under **43 CFR 3178.9**. Note: A variance to 43 CFR 3178.7(b)(2) may be granted as long as the fuel gas is being metered and is allocable back to the participating wells.

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

Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution

### Proposal for Railsplitter 15 CTB 6

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

CA - NMNM143513 - W/2. NMNM094118 (12.5%) & NMNM112941 (12.5%).				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 2H	15-26S-34E	30-025-47213	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 3H	15-26S-34E	30-025-47214	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 4H	15-26S-34E	30-025-47215	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 5H	15-26S-34E	30-025-47216	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

CA - NMNM142925 - E/2. NMNM094118 (12.5%) & NMNM112941 (12.5%).				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 6H	15-26S-34E	30-025-47217	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 7H	15-26S-34E	30-025-47218	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 8H	15-26S-34E	30-025-47219	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP
RAILSPLITTER 15-22 FED COM 9H	15-26S-34E	30-025-47220	98105	WC-025 G-09 S263416B; UPPER WOLFCAMP

\*Working, royalty, and overriding interest owners are identical.

Pending W/2 Bone Spring Communitization Agreement. NMNM094118 (12.5%) & NMNM112941 (12.5%).				
Name	Location	API	Pool	
RAILSPLITTER 15-22 FED COM 12H	15-26S-34E	30-025-50676	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 13H	15-26S-34E	30-025-50677	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 14H	15-26S-34E	30-025-50678	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 18H	15-26S-34E	30-025-50682	96672	WC-025 G-08 S263412K; BONE SPRING
RAILSPLITTER 15-22 FED COM 19H	15-26S-34E	30-025-50683	96672	WC-025 G-08 S263412K; BONE SPRING

### CA:

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

CA NMNM143513 - W/2 - 480 acs., submitted to cover SW/4 (160acs) of 15-26S-34E & W/2 (320acs) of 22-26S-34E, shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

CA NMNM142925 - E/2 - 480 acs., submitted to cover SE/4 (160acs) of 15-26S-34E & E/2 (320acs) of 22-26S-34E, shall include only the Wolfcamp Formation underlying said lands and the crude oil, natural gas, and associated hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

Pending CA W/2 - 480 acres, submitted to cover Section 15: SW/4 (160.00 acres) & Section 22: W/2 (320.00 acres) of Township 26 South, Range 34 East, N.M.P.M. and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

## Oil & Gas metering:

The Railsplitter 15 CTB 6 tank battery is in SW/4, S15, T26S, R34E in Lea County, New Mexico.

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

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
RAILSPLITTER 15-22 FED COM 8H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 3H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 9H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 2H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 6H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 5H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 7H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 4H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 14H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 12H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 19H	DVN / *	DVN / *	DVN / *
RAILSPLITTER 15-22 FED COM 18H	DVN / *	DVN / *	DVN / *
Common Meters			

<b>VRU Allocation</b>	DVN / *
<b>Gas FMP</b>	Targa / *
<b>Oil FMP</b>	Marathon / *

Meter Owner / Serial Number:

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

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

**Process and Flow Descriptions:**

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

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. 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)

Working, royalty, and overriding interest owners are identical.

## **Additional information:**

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). There will not be a CA created due to having one federal lease.
3. A proposed allocation agreement (including allocation of produced water) that includes:  
Information provided on Allocation Methodology Attachment.(100% going to one federal lease)
  - a. An allocation methodology
  - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
  - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:
    - i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.  
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2-2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2-2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.  
Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.  
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.
    - d. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved)
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes: Please see Lease Map

- a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
- b. The location of all existing or planned facilities
- c. The location of all wells (including API numbers) that are in the proposed CAA
- d. Any piping that will be included in the CAA
- e. The location of all existing or proposed FMPs

5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.

- i. Completion Report will provide well test.

6. Gas analysis -not required operator is applying for a CAA under 3173.14(a)(1))

7. A statement on whether the location of the FMP is on lease or off lease.

- a. On lease FMP: Justification for off lease measurement (OLM)

8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations.

- a. There is not any additional surface disturbance for this location.

9. Any additional documentation that would be required under 3174.15 (f—i) relating to surface use or right of way grant applications

- a. There are not any additional right of way grant applications for this location.

## 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.

## Applied Allocation Spreadsheets Examples

Allocation Methodology Used to Determine Total Net CTB Gas Volume for CTB for Royalty Purposes						
Manually entered metered volumes from meter statement		Allocated volumes for reporting OGOR				
Well Name	Gas WH ALLOC	GL INJ	Net Well Prod (WH-GLI)	Gas Theo % of Prod	Net CTB Gas (Total Net FMP)	Allocated Prod
	1,795	1,220	575	0.052601847	576	8.36
1,826	1,162	664	0.060687969	665	9.65	4.79
1,976	1,458	518	0.047355831	519	7.53	3.74
1,641	1,250	391	0.035725745	391	5.68	2.82
2,524	2,100	424	0.038766953	425	6.16	3.06
1,746	1,254	491	0.0449118842	492	7.14	3.55
1,783	1,221	563	0.051431800	563	8.18	4.06
1,574	1,211	363	0.033190033	364	5.28	2.62
1,259	986	273	0.024964053	273	3.97	1.97
988	788	200	0.018245423	200	2.90	1.44
1,824	1,542	282	0.025786742	282	4.10	2.04
1,343	929	414	0.037852854	415	6.02	2.99
1,895	1,359	536	0.049005780	537	7.79	3.87
2,326	1,493	833	0.076174641	834	12.11	6.02
1,870	1,208	662	0.060531658	663	9.62	4.78
2,599	1,703	895	0.081845713	897	13.01	6.47
2,497	1,989	508	0.046437161	509	7.38	3.67
1,968	1,476	491	0.0444898732	492	7.14	3.55
2,335	1,515	820	0.074915012	821	11.91	5.92
1,976	1,500	476	0.043512957	477	6.92	3.44
1,461	901	560	0.051150257	560	8.13	4.04
	39,206	28,266	10,940	1.000000000	10,954	159
						79
						11,192
BATT ALLOC/3rd Party	40,053					
BUYBACK	29,099					
NET CTB GAS (TOTAL NET FMP)	10,954					
FLARE	159					
LEASE USE	79					
VRU (included in BATT ALLOC/3rd Party)	350					
GL COMPR (included in BUYBACK)	500					
ALLOCATED PROD	11,192					

Allocation Methodology Used to Determine Total Net CTB Oil Volume for CTB for Royalty Purposes						
Manually entered metered volumes from meter statement						
Allocated volumes for reporting OGOR						
Well Name	Oil WH ALLOC	Oil Theo % of Prod	Alloc Well Production	Available Sales	Oil Theo % Avail for Sale	Allocated Oil Sales (FMP)
11.00	0.004232055	11.05	21.28	0.004232055	12.70	8.58
110.40	0.042474444	110.94	213.56	0.042474444	127	86.14
153.98	0.059241077	154.74	297.86	0.059241077	178	69.66
160.71	0.061830325	161.50	310.88	0.061830325	185	97.16
211.15	0.081236222	212.19	408.46	0.081236222	244	101.40
196.11	0.075449848	197.08	379.36	0.075449848	226	133.23
182.65	0.070271352	183.55	353.32	0.070271352	211	123.74
105.50	0.040582556	106.02	204.08	0.040582556	122	115.25
73.80	0.028393243	74.16	142.76	0.028393243	85	66.57
134.80	0.051861912	135.46	260.76	0.051861912	156	46.56
151.12	0.058140743	151.86	292.33	0.058140743	174	85.05
183.12	0.07045176	184.02	354.23	0.07045176	211	95.35
94.56	0.036380285	95.03	182.92	0.036380285	109	115.54
98.21	0.037784558	98.69	189.98	0.037784558	113	59.66
151.91	0.058444681	152.66	293.86	0.058444681	113	61.97
170.25	0.065500671	171.09	329.34	0.065500671	175	76.63
169.67	0.065277527	170.50	328.22	0.065277527	197	107.06
92.60	0.035626210	93.06	179.13	0.035626210	196	107.38
10.00	0.003841323	10.05	19.34	0.003841323	107	107.42
85.08	0.032733023	85.50	164.58	0.032733023	102	58.43
52.59	0.020233071	52.85	101.73	0.020233071	61	6.31
2,599	1.000000000	2,612	5,028	1.000000000	98	33.18
					3,000	53.68
					61	41.03
					61	33.18
					3,000	33.18
					2,028	1,640
CTB Allocated Production						
CTB Available for Sale						
Pipeline LACT						
Beginning Tank Inventory						
Ending Tank Inventory						

Allocation Methodology Used to Determine Total Net CTB Water Volume for CTB for Royalty Purposes						
Manually entered metered volumes from meter statement						
Allocated volumes for reporting OGOR						
Well Name	Water WH Alloc	Oil	Theo % of Prod	Alloc Well Production	Total Water Available	Water Theo % Avail To Transfer
	22.00	0.011778815		23.44	34.68	0.011778815
	100.40	0.053754230		106.97	158.25	0.053754230
	123.51	0.066122340		131.59	194.68	0.066122340
	125.71	0.067305221		133.94	198.15	0.067305221
	188.15	0.100735641		200.46	296.57	0.100735641
	176.20	0.0943337602		187.73	277.73	0.0943337602
	152.60	0.081702146		162.59	240.53	0.081702146
	95.50	0.051130766		101.75	150.53	0.051130766
	53.50	0.028643937		57.00	84.33	0.028643937
	120.20	0.064355163		128.07	189.46	0.064355163
	142.00	0.076026899		151.29	223.82	0.076026899
	123.12	0.065918533		131.18	194.06	0.065918533
	34.56	0.018503448		36.82	54.47	0.018503448
	48.21	0.025811667		51.37	75.99	0.025811667
	51.91	0.027792650		55.31	81.82	0.027792650
	70.25	0.037611899		74.85	110.73	0.037611899
	69.67	0.037301366		74.23	109.82	0.037301366
	72.60	0.038870090		77.35	114.43	0.038870090
	10.00	0.005354007		10.65	15.76	0.005354007
	55.08	0.029489870		58.68	86.82	0.029489870
	32.59	0.0174448709		34.72	51.37	0.0174448709
	1,868	1.000000000		1,990	2,944	1.000000000
						2,000
						954
						944
CTB Allocated Production						
	1,990					
CTB Available to Transfer						
	2,944					
Water Transfer Meter						
	2,000					
Beginning Tank Inventory						
	954					
Ending Tank Inventory						
	944					

**Legend of all acronyms and abbreviations used in "Additional information" attachment.**

- CAA - Commingling and Allocation Approval
- PA – Participating Area
- CA - Communitization agreement
- FMP- Facility measurement point
- API- American Petroleum Institute
- API MPMS Chapter 20.1-2013 - API MPMS 20.1, 1st Edition, 1993 - Manual of Petroleum Measurement Standards Chapter 20-Allocation Measurement Section 1-Allocation Measurement
- API MPMS Chapter 20.2-2016 - API MPMS 20.2, 1st Edition, November 2016 - Manual of Petroleum Measurement Standards Chapter 20.2 Production Allocation Measurement Using Single-phase Devices
- API MPMS Chapter 21, Section 1, Flow Measurement Using Electronic Metering Systems—Electronic Gas Measurement; Second Edition, February 2013
- API MPMS Chapter 14.3.2-2016- API MPMS 14.3.2, 5th Edition, March 2016 - Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids - Concentric, Square-edged Orifice Meters Part 2: Specification and Installation Requirements
- EFM- electronic flow meter
- API Chapter 14.1 and GPA 2166-2017 - Obtaining Natural Gas Samples for Analysis by Gas Chromatography; The purpose of GPA 2166-17 is to recommend procedures for obtaining samples from flowing natural gas streams that represent the composition of the vapor phase portion of the system being analyzed.
- API MPMS Chapter 5.6-2013 - API MPMS Chapter 5—Metering, Section 6, Measurement of Liquid Hydrocarbons by Coriolis Meters; First Edition, October 2002; Reaffirmed November 2013
- API MPMS Chapter 7, Temperature Determination; First Edition, June 2001, Reaffirmed February 2012
- API MPMS Chapter 11.1-2012- API MPMS Chapter 11—Physical Properties Data, Section 1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products and Lubricating Oils; May 2004, Addendum 1 September 2007; Reaffirmed August
- API MPMS Chapter 12.2.1-2014 –Calculation of Petroleum Quantities, Section 2, Calculation of Petroleum Quantities Using Dynamic Measurement Methods and Volumetric Correction Factors, Part 1, Introduction; Second Edition, May 1995; Reaffirmed March 2014
- OLM- off lease measurement
- WH ALLOC - Wellhead Allocation
- GL INJ - Gas Lift Injection
- CTB – Centralized Tank Battery
- BATT ALLOC - Battery Allocation
- HP Flare/ HP FL - High Pressure Flare
- VRU- Vapor Recovery Unit
- ULPS- ultra-low-pressure separator
- CTB BATT ALLOC – Centralized Tank Battery, Battery Allocation
- OGOR - Oil and Gas Operations Report

- GAS WH ALLOC – Gas Wellhead Allocation
- GL INJ – Gas Lift injection
- NEW WELL PROD(WH-GLI)- New Well Production (Wellhead – Gas Lift Injection)
- GAS THEO % OF PROD – Gas Theoretical Percentage of Production
- NET CTB GAS (TOTAL NET FMP) – Net Centralized Tank Battery Gas (Total Net Facility measurement point)
- GL COMPR(INCLUDED IN BUYBACK)- Gas Lift Compressor
- ALLOCATED PROD – Allocated Production
- OIL WH ALLOC – Oil Wellhead Allocation
- OIL THEO % OF PROD - Oil Theoretical Percentage of Production
- ALLOC WELL PRODUCTION – Allocated Well Production
- OIL THEO % AVAIL FOR SALE - Oil Theoretical Percentage Available For Sale
- WATER WH ALLOC- Water Wellhead Allocation
- WATER THEO %AVAIL TO TRANSFER- Water Theoretical Percentage of Available to Transfer

## Proposed Federal CA's with lease numbers and allocation percentages per lease

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<b>NMNM143513 - W/2 Communitization Agreement</b>			
	100	33%	67%
	480	160	320
RAILSPLITTER 15-22 FED COM 2H			
30-025-47213			
SHL: 2290' FSL & 432' FWL, 15-26S-34E			
BHL: 20' FSL & 1100' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 3H			
30-025-47214			
SHL: 2290' FSL & 402' FWL, 15-26S-34E			
BHL: 20' FSL & 520' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 4H			
30-025-47215			
SHL: 2120' FSL & 1421' FWL, 15-26S-34E			
BHL: 20' FSL & 2280' FWL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 5H			
30-025-47216			
SHL: 2120' FSL & 1391' FWL, 15-26S-34E			
BHL: 20' FSL & 1400' FWL, 22-26S-34E			
<b>NMNM142925 - E/2 Communitization Agreement</b>			
	100	33%	67%
	480	160	320
RAILSPLITTER 15-22 FED COM 6H			
30-025-47217			
SHL: 2390' FSL & 1679' FEL, 15-26S-34E			
BHL: 20' FSL & 1820' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 7H			
30-025-47218			
SHL: 2390' FSL & 1709' FEL, 15-26S-34E			
BHL: 20' FSL & 2120' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 8H			
30-025-47219			
SHL: 2390' FSL & 405' FEL, 15-26S-34E			
BHL: 20' FSL & 360' FEL, 22-26S-34E			
RAILSPLITTER 15-22 FED COM 9H			
30-025-47220			
SHL: 2390' FSL & 435' FEL, 15-26S-34E			
BHL: 20' FSL & 1240' FEL, 22-26S-34E			
<b>Pending W/2 Bone Spring Communitization Agreement</b>			
	100	33%	67%
	480	160	320
RAILSPLITTER 15-22 FED COM 12H			
30-025-50676			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 13H			
30-025-50677			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 14H			
30-025-50678			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 18H			
30-025-50682			
15-26S-34E			
RAILSPLITTER 15-22 FED COM 19H			
30-025-50683			
15-26S-34E			

Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

EXHIBIT "A"

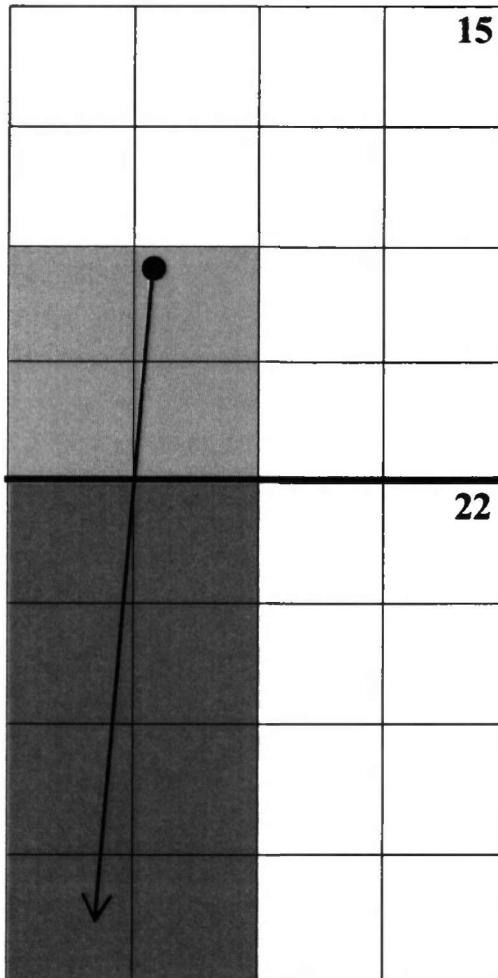
Plat of communitized area covering 480.00 acres in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

RAILSPLITTER 15-22 FED COM 2H WELL

**Tract 1:**  
USA NMNM-94118  
(160.00 acres)



**Tract 2:**  
USA NMNM-112941  
(320.00 acres)



**Railsplitter 15-22 Fed Com 2H**

SHL: 2,290' FSL & 432' FWL of Section 15-T26S-R34E  
BHL: 20' FSL & 1,010' FWL of Section 22-T26S-R34E

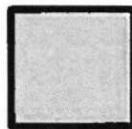
Communication Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "A"

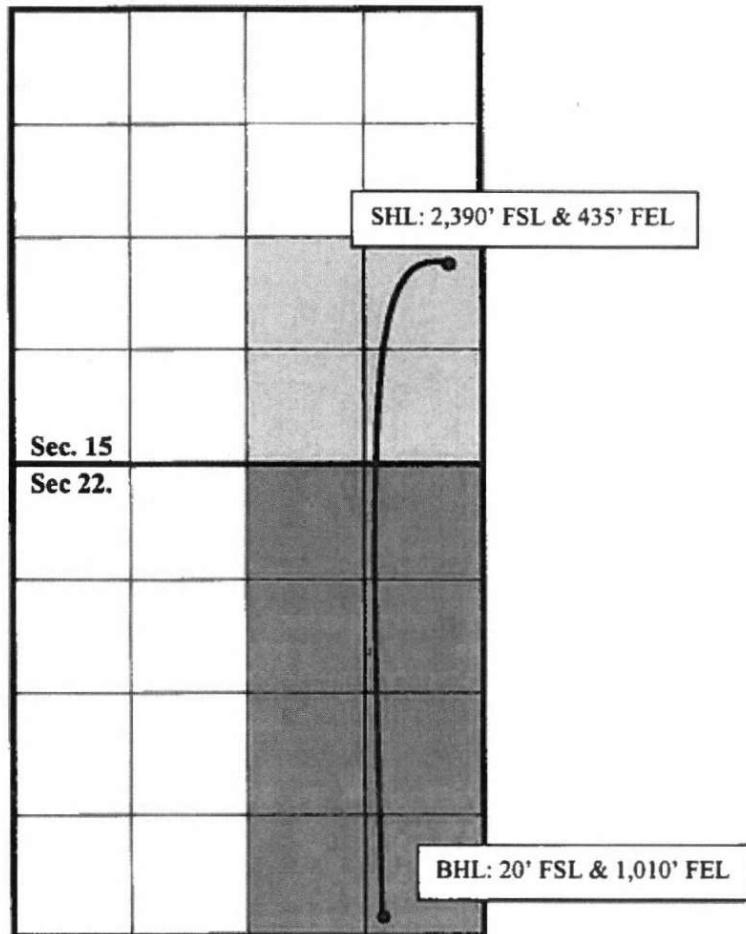
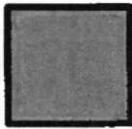
Plat of communized area covering 480.00 acres in the SE/4 of Section 15 and the E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

### RAILSPLITTER 15-22 FED COM 9H Well

**Tract 1:**  
USA NM 94118



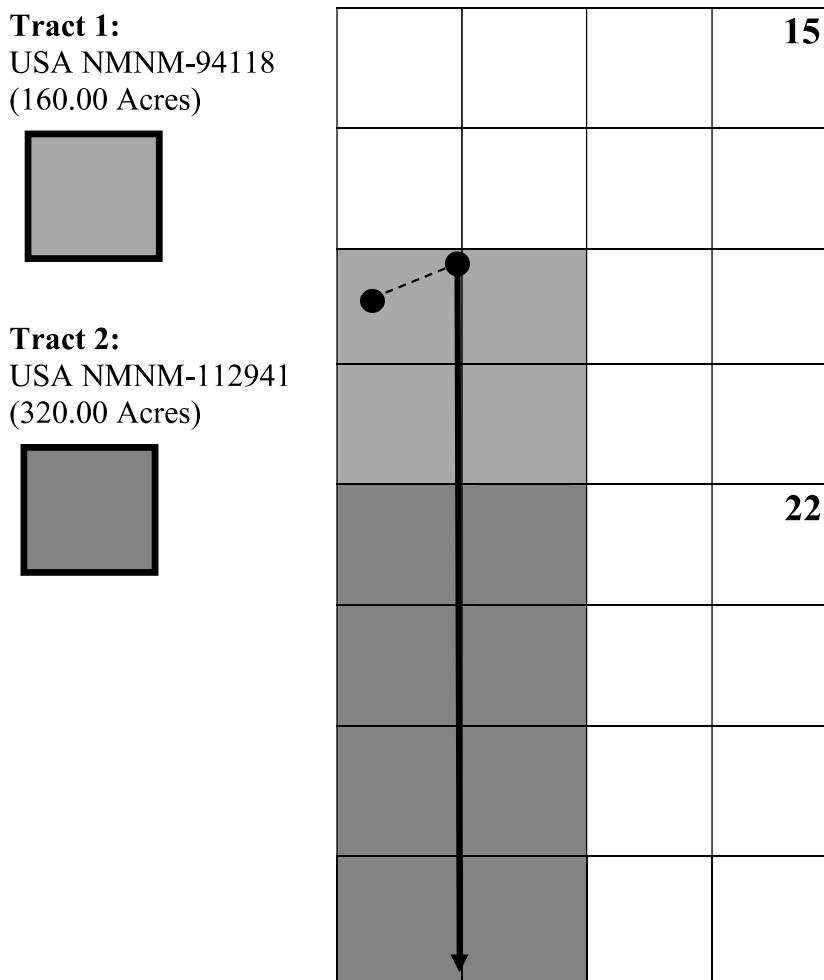
**Tract 2:**  
USA NM 112941



## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2022, embracing the SW/4 of Section 15 and the W/2 of Section 22, Township 26 South, Range 34 East, Lea County, New Mexico, in the Bone Spring Formation

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

**Railsplitter 15-22 Fed Com 13H**

SHL: Sec. 15-26S-34E – 462' FWL & 2,090' FSL  
BHL: Sec. 22-26S-34E – 1,320' FWL & 20' FSL

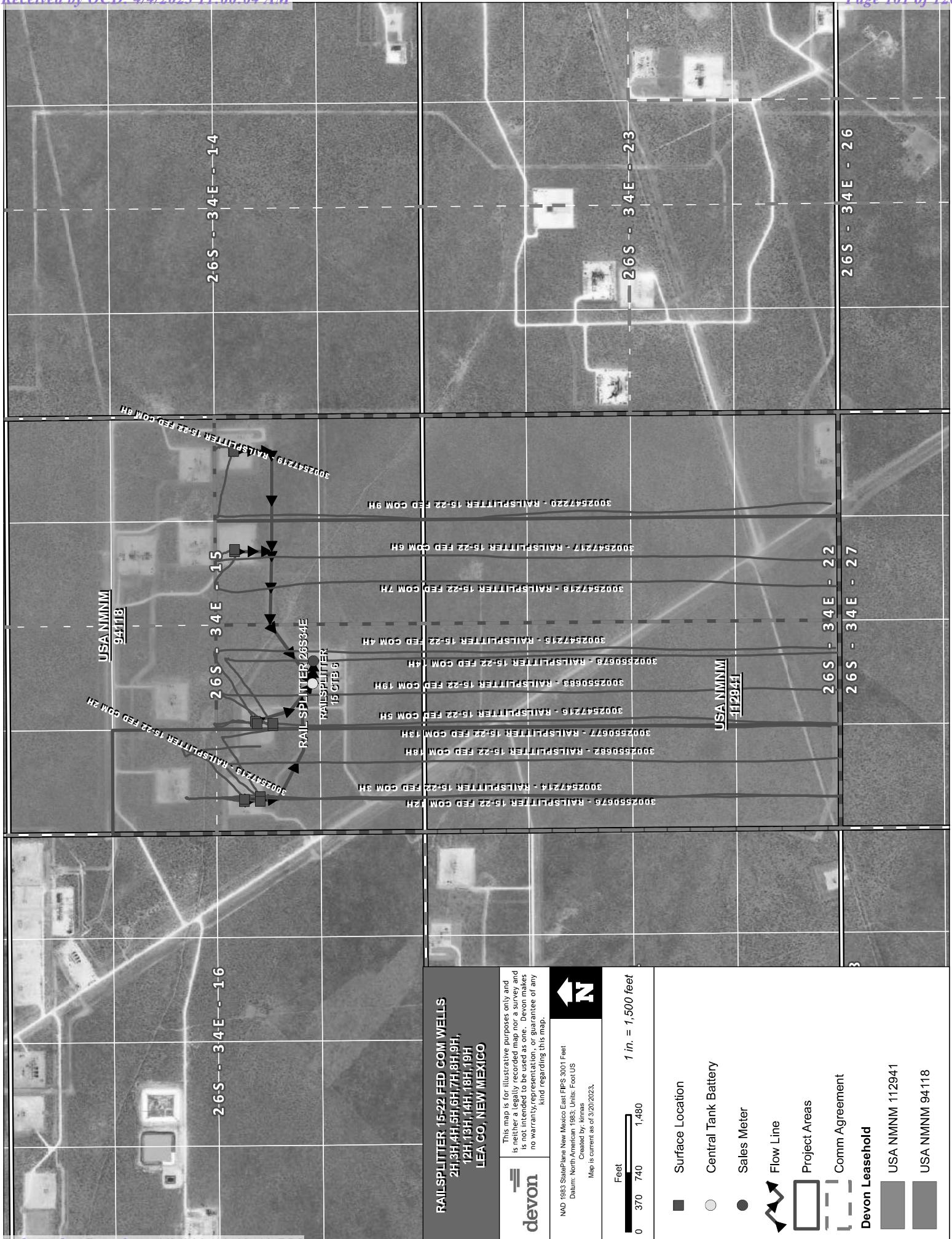
## Economic Justification Report

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
RAILSPLITTER 15-22 FED COM 2H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	308	46	161	1320
RAILSPLITTER 15-22 FED COM 3H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	265	46	335	1320
RAILSPLITTER 15-22 FED COM 4H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	240	46	390	1320
RAILSPLITTER 15-22 FED COM 5H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	277	46	510	1320
RAILSPLITTER 15-22 FED COM 6H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	354	46	446	1320
RAILSPLITTER 15-22 FED COM 7H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	392	46	709	1320
RAILSPLITTER 15-22 FED COM 8H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	402	46	684	1320
RAILSPLITTER 15-22 FED COM 9H	Sweet	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	237	46	247	1320
RAILSPLITTER 15-22 FED COM 12H	Sour	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 13H	Sour	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 14H	Sour	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 18H	Sour	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	1100	44.7	2000	1,146.50
RAILSPLITTER 15-22 FED COM 19H	Sour	NMMNM094118-12.5%	NMMNM112941 - 12.5%	-	-	-	-	1080	44.2	2800	1,128.00

Signed: \_\_\_\_\_  
Printed Name: Rebecca Deal

Economic Combined Production			
BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
<b>8405.0</b>	<b>46.3</b>	<b>23282.0</b>	<b>1097.1</b>

The combining of production between the wells above will not have any valuation impact due to any quality differences in the oil quality between the Bonespring and Wolfcamp formations.



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

Run Date/Time: 3/16/2023 11:09 AM

Page 1 Of 2

01 02-25-1920;041STAT0437;30USC181  
Case Type 318310: O&G COMMUNITIZATION AGRMT  
Commodity 459: OIL & GAS  
Case Disposition: AUTHORIZED

Total Acres: 480.000  
NMNM 142925

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number

Name & Address				Serial Number: NMNM-- - 142925	
				Int Rel	% Interest
BLM NMSO		301 DINOSAUR TRL	SANTA FE	NM 875081560	OFFICE OF RECORD 0.000000000
DEVON ENERGY PRODUCTION CO LP		333 W SHERIDAN AVE	OKLAHOMA CITY OK 731025010	OPERATOR	100.000000000

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	Serial Number: NMNM-- - 142925		
								District/ Field Office	County	Mgmt Agency
23	0260S	0340E	015	ALIQ			SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	022	ALIQ			E2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 142925

Act Date	Act Code	Action Txt	Action Remarks		Pending Off
			Serial Number: NMNM-- - 142925		
09/01/2020	387	CASE ESTABLISHED			
09/01/2020	516	FORMATION	WOLFCAMP;		
09/01/2020	868	EFFECTIVE DATE	/A/		
11/13/2020	580	PROPOSAL RECEIVED	CA RECD;		
04/02/2021	654	AGRMT PRODUCING	NMNM142925,#9H		
06/04/2021	334	AGRMT APPROVED			
12/20/2021	690	AGRMT VALIDATED			

Line Number	Remark Text				Serial Number: NMNM-- - 142925
0001	/A/ RECAPITULATION EFFECTIVE 9/1/2020				
0002	TR# LEASE SERIAL NO	AC	COMMITTED	% INTEREST	
0003	1 NMNM 94118		160.00	33.3333	
0004	2 NMNM 112941		320.00	66.6667	
0005		TOTAL	480.00	100.0000	

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

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

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Run Date/Time: 3/16/2023 11:09 AM

Page 2 Of 2

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

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

Run Date/Time: 3/16/2023 11:07 AM

Page 1 Of 1

01 02-25-1920;041STAT0437;30USC181	Total Acres:	Serial Number
Case Type 318310: O&G COMMUNITIZATION AGRMT	480.000	NMNM 143513
Commodity 459: OIL & GAS		
Case Disposition: PENDING	Case File Juris:	

<b>Serial Number: NMNM-- - 143513</b>				
<b>Name &amp; Address</b>				
<b>Int Rel</b>				
<b>% Interest</b>				
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK	731025010	OPERATOR
BLM NMSO	301 DINOSAUR TRL	SANTA FE NM	875081560	OFFICE OF RECORD

<b>Serial Number: NMNM-- - 143513</b>					
<b>Mer</b>	<b>Twp</b>	<b>Rng</b>	<b>Sec</b>	<b>SType</b>	<b>Nr</b>
23	0260S	0340E	015	ALIQ	SW;
23	0260S	0340E	022	ALIQ	W2;
				<b>District/ Field Office</b>	
				CARLSBAD FIELD OFFICE	LEA
				CARLSBAD FIELD OFFICE	LEA
				<b>County</b>	<b>Mgmt Agency</b>
					BUREAU OF LAND MGMT
					BUREAU OF LAND MGMT

<b>Relinquished/Withdrawn Lands</b>	<b>Serial Number: NMNM-- - 143513</b>
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<b>Serial Number: NMNM-- - 143513</b>					
<b>Act Date</b>	<b>Act Code</b>	<b>Action Txt</b>	<b>Action Remarks</b>	<b>Pending Off</b>	
09/01/2020	387	CASE ESTABLISHED			
09/01/2020	516	FORMATION	/A/		
07/15/2021	580	PROPOSAL RECEIVED	CA RECD;		

<b>Line Number</b>	<b>Remark Text</b>	<b>Serial Number: NMNM-- - 143513</b>
0001	/A/CA FORMATION: WOLFCAMP	

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

Run Date/Time: 11/4/2020 8:18 AM

Page 1 Of 3

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

Total Acres:  
1,760.000

Serial Number

NMNM 094118

Case File Juris:

Serial Number: NMNM-- - 094118

Name & Address						Int Rel	% Interest
PENWELL ENERGY INC		600 N MARIENFELD #1100	MIDLAND	TX	79701	OPERATING RIGHTS	0.000000000
DEVON ENERGYCO LP		333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	LESSEE	50.000000000
DEVON ENERGYCO LP		333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	OPERATING RIGHTS	0.000000000
MCNIC O&G PROPERTIES		1360 POST OAK BLVD	HOUSTON	TX	77056	OPERATING RIGHTS	0.000000000
CHEVRON USA INC		6301 DEAUVILLE	MIDLAND	TX	797062964	LESSEE	50.000000000
CHEVRON USA INC		6301 DEAUVILLE	MIDLAND	TX	797062964	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- - 094118

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0260S	0340E	010	ALIQ			NE,SW,NESE,S2SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	011	ALIQ			SESE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	014	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	015	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 094118

Serial Number: NMNM-- - 094118

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
10/18/1994	387	CASE ESTABLISHED	9410064	
10/19/1994	191	SALE HELD		
10/19/1994	267	BID RECEIVED	\$149600.00;	
10/19/1994	392	MONIES RECEIVED	\$3520.00;	
11/01/1994	392	MONIES RECEIVED	\$146080.00;	
11/14/1994	237	LEASE ISSUED		
11/14/1994	974	AUTOMATED RECORD VERIF	SSP/ANN	
12/01/1994	084	RENTAL RECEIVED BY ONRR	\$2640.00;21/MULTIPLE	
12/01/1994	496	FUND CODE	05;145003;	
12/01/1994	530	RLTY RATE - 12 1/2%		
12/01/1994	868	EFFECTIVE DATE		
12/05/1994	600	RECORDS NOTED		

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

Run Date/Time: 11/4/2020 8:18 AM

Page 2 Of 3

Serial Number: NMNM-- - 094118

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
01/30/1995	932	TRF OPER RGTS FILED	SANTA FE ENE/MRL PRTN	
02/17/1995	963	CASE MICROFILMED/SCANNED	JDS	
04/27/1995	933	TRF OPER RGTS APPROVED	EFF 02/01/95;	
04/27/1995	974	AUTOMATED RECORD VERIF	JLV	
11/06/1995	084	RENTAL RECEIVED BY ONRR	\$2640.00;21/000000005	
12/08/1995	932	TRF OPER RGTS FILED	MRL PARTNERS/PENWELL	
03/25/1996	932	TRF OPER RGTS FILED	PENWELL/COENERGY	
03/27/1996	933	TRF OPER RGTS APPROVED	EFF 01/01/96;	
03/27/1996	974	AUTOMATED RECORD VERIF	MV/MV	
07/08/1996	933	TRF OPER RGTS APPROVED	EFF 04/01/96;	
07/08/1996	974	AUTOMATED RECORD VERIF	LR	
11/04/1996	084	RENTAL RECEIVED BY ONRR	\$2640.00;21/000000005	
10/09/1997	084	RENTAL RECEIVED BY ONRR	\$2640.00;21/000000005	
12/16/1997	817	MERGER RECOGNIZED	COENE CEN/MCNIC O&G	
12/16/1997	974	AUTOMATED RECORD VERIF	BTM	
11/09/1998	084	RENTAL RECEIVED BY ONRR	\$2640.00;21/000000006	
01/25/1999	899	TRF OF ORR FILED		
01/25/1999	932	TRF OPER RGTS FILED	MCNIC O&G/PENWELL	
02/10/1999	932	TRF OPER RGTS FILED	PENWELL/CONCHO	
02/17/1999	933	TRF OPER RGTS APPROVED	EFF 02/01/99;	
02/17/1999	974	AUTOMATED RECORD VERIF	JLV	
02/26/1999	933	TRF OPER RGTS APPROVED	EFF 03/01/99;	
02/26/1999	974	AUTOMATED RECORD VERIF	JLV	
07/01/1999	940	NAME CHANGE RECOGNIZED	SF ENE RES/SF SNYDER	
07/01/1999	974	AUTOMATED RECORD VERIF	JLV	
11/04/1999	084	RENTAL RECEIVED BY ONRR	\$3520;21/67	
10/11/2000	940	NAME CHANGE RECOGNIZED	SANTA FE/DEVON SFS	
10/11/2000	974	AUTOMATED RECORD VERIF	AT	
10/16/2000	084	RENTAL RECEIVED BY ONRR	\$3520;21/80	
08/16/2001	817	MERGER RECOGNIZED	CONCHO RES/DEVON ENE	
12/12/2002	817	MERGER RECOGNIZED	DEVONSFS/DEVONENEPROD	
11/30/2004	232	LEASE COMMITTED TO UNIT	NM111796X;RATTLESNAKE	
04/04/2005	235	EXTENDED	THRU 11/30/2006;	
04/04/2005	974	AUTOMATED RECORD VERIF	LBO	
11/20/2006	396	TRF OF INTEREST FILED	DEVON/CHESAPEAK EXP	
03/03/2012	226	ELIM BY CONTRACTION	NM111796X;RATTLESNAKE	
03/03/2012	235	EXTENDED	THRU 03/03/14;	
11/27/2012	140	ASGN FILED	CHESAPEAK/CHEVRON U;1	
11/27/2012	932	TRF OPER RGTS FILED	CHESAPEAK/CHEVRON U;1	

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

Run Date/Time: 11/4/2020 8:18 AM

Page 3 Of 3

**Serial Number: NMNM-- - 094118**

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
11/27/2012	974	AUTOMATED RECORD VERIF	JA;	
06/03/2013	139	ASGN APPROVED	EFF 12/01/12;	
06/03/2013	933	TRF OPER RGTS APPROVED	EFF 12/01/12;	
06/03/2013	974	AUTOMATED RECORD VERIF	LBO	
02/01/2014	677	SUS OPS OR PROD/PMT REQD	/A/	
02/04/2014	673	SUS OPS/PROD APLN FILED		
02/19/2014	974	AUTOMATED RECORD VERIF	JA	
12/01/2014	246	LEASE COMMITTED TO CA	NMNM134697;	
12/01/2014	678	SUSP LIFTED		
12/18/2014	974	AUTOMATED RECORD VERIF	JA	
01/23/2015	650	HELD BY PROD - ACTUAL	/1/	
01/23/2015	658	MEMO OF 1ST PROD-ACTUAL	/1/NMNM134697;#41434	
06/23/2015	102	NOTICE SENT-PROD STATUS		
06/23/2015	643	PRODUCTION DETERMINATION	/1/	

Line Number	Remark Text	Serial Number: NMNM-- - 094118
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**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 11/4/2020 8:19 AM

Page 1 Of 2

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

Total Acres: 1,920.000

Serial Number: NMNM 112941

Case File Juris:

Serial Number: NMNM-- 112941

Name & Address	Int Rel	% Interest
CHEVRON USA INC	MIDLAND TX 797062964	LESSEE 50.000000000
DEVON ENERGYCO LP	OKLAHOMA CITY OK 731025010	LESSEE 50.000000000

Serial Number: NMNM-- 112941

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0260S	0340E	021	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	022	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0340E	028	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 112941

Serial Number: NMNM-- 112941

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
10/19/2004	299	PROTEST FILED		
10/19/2004	387	CASE ESTABLISHED	200410070;	
10/20/2004	143	BONUS BID PAYMENT RECD	\$3840.00;	
10/20/2004	191	SALE HELD		
10/20/2004	267	BID RECEIVED	\$1632000.00;	
10/26/2004	143	BONUS BID PAYMENT RECD	\$1628160.00;	
12/17/2004	237	LEASE ISSUED		
12/17/2004	298	PROTEST DISMISSED		
01/01/2005	496	FUND CODE	05;145003	
01/01/2005	530	RLTY RATE - 12 1/2%		
01/01/2005	868	EFFECTIVE DATE		
01/27/2005	963	CASE MICROFILMED/SCANNED		
05/02/2005	140	ASGN FILED	DEVON ENE/CHESAPEAK;1	
07/18/2005	139	ASGN APPROVED	06/01/05;	
07/18/2005	974	AUTOMATED RECORD VERIF	MGR;	
07/26/2007	232	LEASE COMMITTED TO UNIT	NM-111796X,RATTLESNAK	
06/11/2008	817	MERGER RECOGNIZED	CHESA LLC/CHESA LP	

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

Run Date/Time: 11/4/2020 8:19 AM

Page 2 Of 2

**Serial Number: NMNM-- 112941**

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
08/22/2008	817	MERGER RECOGNIZED		
03/03/2012	226	ELIM BY CONTRACTION	FROM RATTLESNAKE UNIT	
11/27/2012	140	ASGN FILED	CHESAPEAK/CHEVRON U;1	
04/09/2013	139	ASGN APPROVED	EFF 12/01/12;	
04/09/2013	974	AUTOMATED RECORD VERIF	ANN	
12/01/2014	246	LEASE COMMITTED TO CA	NMNM134697;	
01/23/2015	650	HELD BY PROD - ACTUAL	/1/	
01/23/2015	658	MEMO OF 1ST PROD-ACTUAL	/1/NMNM134697;#1H	
06/23/2015	102	NOTICE SENT-PROD STATUS		
06/23/2015	643	PRODUCTION DETERMINATION	/1/	

Line Number	Remark Text	Serial Number: NMNM-- 112941
0002	STIPULATIONS ATTACHED TO LEASE:	
0003	SENM-S-22 PRAIRIE CHICKENS	
0004	SENM-S-25 VISUAL RESOURCE MANAGEMENT	
0005	NM-11-LN SPECIAL CULTURAL RESOURCE	
0006	04/09/2013 - RENTAL PAID 01/01/2013 PER ONRR	

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



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

March 14, 2023

**VIA EMAIL**

New Mexico Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87504

Ladies and Gentlemen:

**Re: Railsplitter 15-22 Fed Com 12H, 13H, 14H, 18H, & 19H [Bone Springs]  
Railsplitter 15-22 Fed Com 2H, 3H, 4H, 5H, 6H, 7H, 8H, & 9H [Wolfcamp]**

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the WC-025 G-08 S263412K; Bone Spring (Pool Code: 96672) and the WC-025 G-09 S263416B; Upper Wolfcamp (Pool Code: 98105). Upon review of the title information and Devon's records, ownership in the wells listed below are all identical.

Well Name	Location	API	Lease(s)	Pool
Railsplitter 15-22 Fed Com 12H	15-26S-34E	30-025-50676	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 13H	15-26S-34E	30-025-50677	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 14H	15-26S-34E	30-025-50678	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 18H	15-26S-34E	30-025-50682	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 19H	15-26S-34E	30-025-50683	NMNM 094118 & NMNM 112941	WC-025 G-08 S263412K; Bone Springs
Railsplitter 15-22 Fed Com 2H	15-26S-34E	30-025-47213	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 3H	15-26S-34E	30-025-47214	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 4H	15-26S-34E	30-025-47215	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 5H	15-26S-34E	30-025-47216	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp

Railsplitter 15-22 Fed Com 6H	15-26S-34E	30-025-47217	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 7H	15-26S-34E	30-025-47218	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 8H	15-26S-34E	30-025-47219	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp
Railsplitter 15-22 Fed Com 9H	15-26S-34E	30-025-47220	NMNM 094118 & NMNM 112941	WC-025 G-09 S263416B; Upper Wolfcamp

If you have any questions, please feel free to contact me at (405) 228.2896.

Regards,

**Devon Energy Production Company, L.P.**



Daniel J. Brunsman  
Advising Landman

cc:

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RAILSPLITTER 15-	2H	3002547213	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	6H	3002547217	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	4H	3002547215	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	9H	3002547220	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	5H	3002547216	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	3H	3002547214	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	7H	3002547218	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	8H	3002547219	NMNM94118	NMNM94118	DEVON

**Surface Disturbance**

Is any additional surface disturbance proposed?: No

**NOI Attachments****Procedure Description**

Railsplitter\_15\_CTB\_6\_Submitted\_Commingling\_Application\_Rev\_20210331134125.pdf

**Conditions of Approval****Specialist Review**

Surface\_Commingling\_COA\_20210408103724.pdf

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RAILSPLITTER 15-	2H	3002547213	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	6H	3002547217	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	4H	3002547215	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	9H	3002547220	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	5H	3002547216	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	3H	3002547214	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	7H	3002547218	NMNM94118	NMNM94118	DEVON
RAILSPLITTER 15-	8H	3002547219	NMNM94118	NMNM94118	DEVON

**Street Address:** 333 West Sheridan Avenue

**City:** Oklahoma City      **State:** OK

**Phone:** (405) 228-8429

**Email address:** Rebecca.Deal@dvn.com

#### Field Representative

**Representative Name:**

**Street Address:**

**City:**      **State:**

**Zip:**

**Phone:**

**Email address:**

#### BLM Point of Contact

**BLM POC Name:** Jonathon W Shepard

**BLM POC Title:** Petroleum Engineer

**BLM POC Phone:** 5752345972

**BLM POC Email Address:** jshepard@blm.gov

**Disposition:** Approved

**Disposition Date:** 04/08/2021

**Signature:** Jonathon Shepard

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

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

**ORDER NO. PLC-1068**

**ORDER**

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

**FINDINGS OF FACT**

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
7. Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
8. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

**CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant did not give adequate notice that it sought authorization to prospectively include additional pools, leases, or wells as required by 19.15.12.10(C)(4)(g) NMAC.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil and gas production from the pools and leases as described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

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

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. This Order supersedes Order CTB-977.
3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not

included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
6. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
7. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
11. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
12. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10(C)(4)(g) NMAC is denied.
13. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the

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

14. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
15. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
16. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



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**ALBERT C. S. CHANG  
DIRECTOR**

DATE: 1/6/2026

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

**Exhibit A**

**Order: PLC-1068**

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

**Central Tank Battery: Railsplitter 15 Central Tank Battery 6**

**Central Tank Battery Location: UL K, Section 15, Township 26 South, Range 34 East**

**Gas Title Transfer Meter Location: UL K, Section 15, Township 26 South, Range 34 East**

**Pools**

Pool Name	Pool Code
WC-025 G-08 S263412K;BONE SPRING	96672
WC-025 G-09 S263416B;UPPER WOLFCAMP	98105

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

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105823723	SW4 W2	15-26S-34E 22-26S-34E
CA Wolfcamp NMNM 105727585 (143513)	SW4 W2	15-26S-34E 22-26S-34E
CA Wolfcamp NMNM 105725918 (142925)	SE4 E2	15-26S-34E 22-26S-34E

**Wells**

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47213	RAILSPLITTER 15 22 FEDERAL COM #002H	SW4 W2	15-26S-34E 22-26S-34E	98105
30-025-47214	RAILSPLITTER 15 22 FEDERAL COM #003H	SW4 W2	15-26S-34E 22-26S-34E	98105
30-025-47215	RAILSPLITTER 15 22 FEDERAL COM #004H	SW4 W2	15-26S-34E 22-26S-34E	98105
30-025-47216	RAILSPLITTER 15 22 FEDERAL COM #005H	SW4 W2	15-26S-34E 22-26S-34E	98105
30-025-47217	RAILSPLITTER 15 22 FEDERAL COM #006H	SE4 E2	15-26S-34E 22-26S-34E	98105
30-025-47218	RAILSPLITTER 15 22 FEDERAL COM #007H	SE4 E2	15-26S-34E 22-26S-34E	98105
30-025-47219	RAILSPLITTER 15 22 FEDERAL COM #008H	SE4 E2	15-26S-34E 22-26S-34E	98105
30-025-47220	RAILSPLITTER 15 22 FEDERAL COM #009H	SE4 E2	15-26S-34E 22-26S-34E	98105
30-025-50676	RAILSPLITTER 15 22 FEDERAL COM #012H	SW4 W2	15-26S-34E 22-26S-34E	96672
30-025-50677	RAILSPLITTER 15 22 FEDERAL COM #013H	SW4 W2	15-26S-34E 22-26S-34E	96672

<b>30-025-50678</b>	<b>RAILSPLITTER 15 22 FEDERAL COM #014H</b>	<b>SW4 W2</b>	<b>15-26S-34E 22-26S-34E</b>	<b>96672</b>
<b>30-025-50682</b>	<b>RAILSPLITTER 15 22 FEDERAL COM #018H</b>	<b>SW4 W2</b>	<b>15-26S-34E 22-26S-34E</b>	<b>96672</b>
<b>30-025-50683</b>	<b>RAILSPLITTER 15 22 FEDERAL COM #019H</b>	<b>SW4 W2</b>	<b>15-26S-34E 22-26S-34E</b>	<b>96672</b>

Sante Fe Main Office  
Phone: (505) 476-3441

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 203894

**CONDITIONS**

Operator:  DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 203894
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov.	1/8/2026