



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/unitization 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". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

Revised March 23, 2017

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., 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 (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

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

[ I ] Commingling - Storage - Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

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

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

Rebecca Deal

Print or Type Name

Rebecca Deal

Signature

4/4/2023

Date

405-228-8492

Phone Number

rebecca.deal@dvn.com

e-mail Address

Submit a 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

Form C-103  
Revised July 18, 2013

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 <u>Lea</u> County
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3278.6'

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 / *
<b>Common Meters</b>			

<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>			
	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

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<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

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<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

## 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

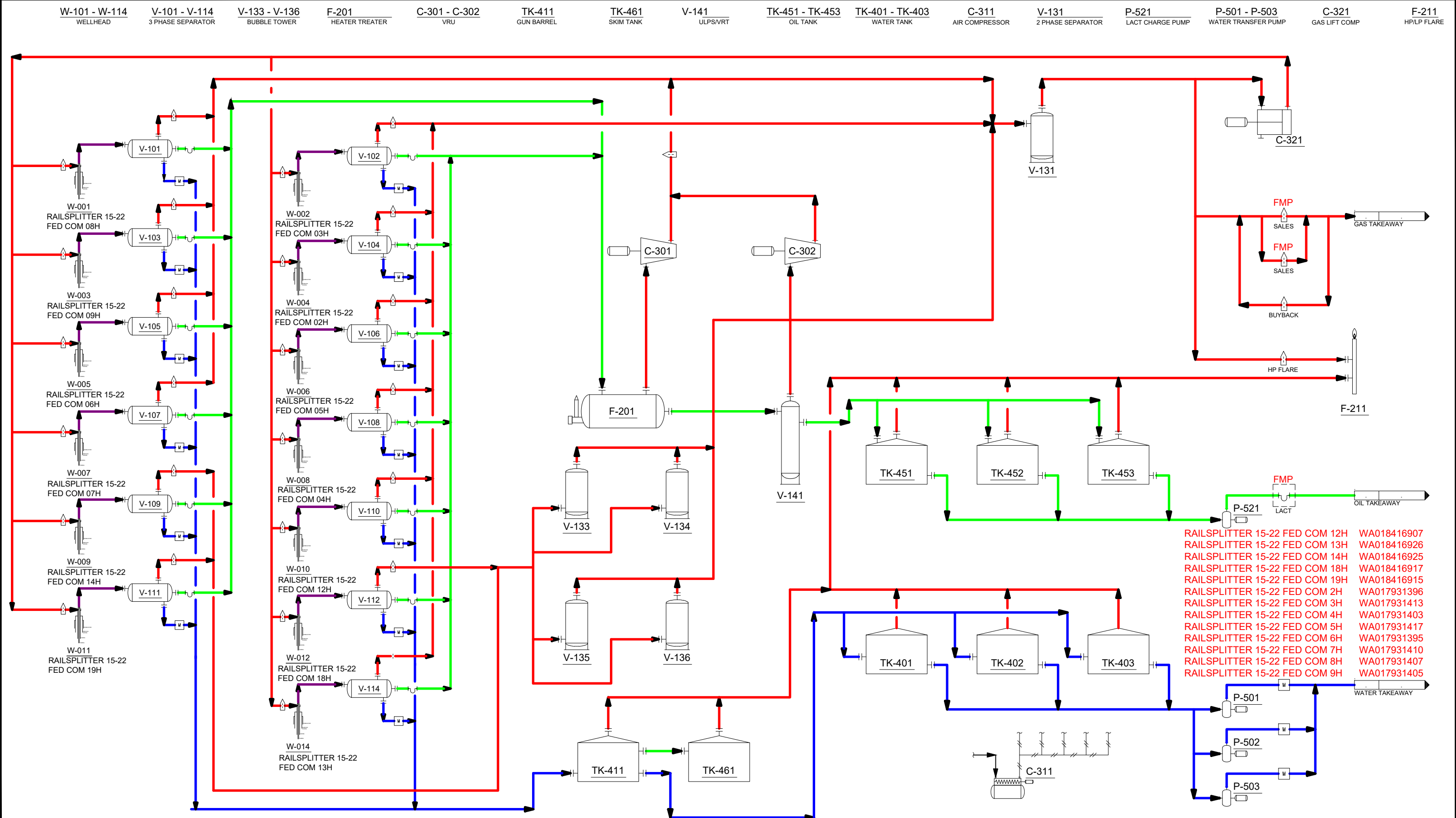
Title: Regulatory Compliance Specialist

## 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.





**NOTES:**

	ORIFICE METER		GAS		FULL WELL STREAM
	CORIOLIS METER		OIL		INSTRUMENT AIR
	MAGNETIC METER		WATER		FMP FEDERAL MEASUREMENT POINT

<b>DRAWING STATUS</b>				<b>DRAWN BY</b>		<b>DATE</b>	
ISSUED FOR		DATE		ENGINEERED BY		DATE	
PHD				APPROVED BY		DATE	
BID				PROJECT No.:			
CONSTRUCTION				DRAWING No.:		ST-120-01	
AS-BUILT							
<b>CONFIDENTIAL</b>							
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.							
<b>REVISION</b>							
REV	DESCRIPTION	DATE	BY	APPROVED			

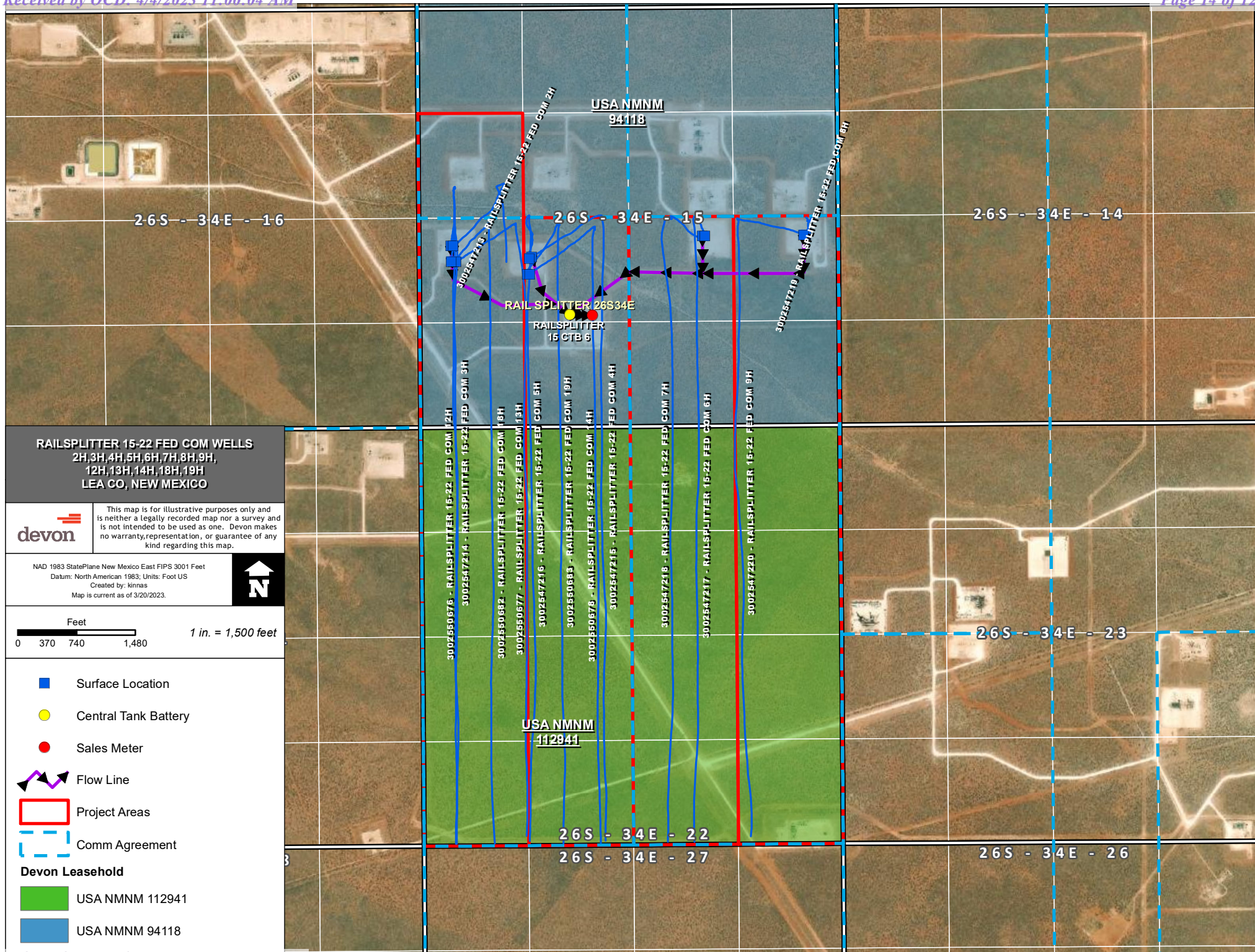
**Devon Energy Corporation**  
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

**DBBU - SPINE DESIGN**  
**STANDARD PROCESS FLOW DIAGRAM**

FILE NAME: STD-120-01  
REV: 3

[illegible]









## 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 [jjawn@blm.gov](mailto:jjawn@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 - Communitization 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

BLM, NMSO  
SANTA FE

Federal Communitization Agreement

Contract 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 Com2H 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

Communitization 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 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 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 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)



6/22/23  
 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

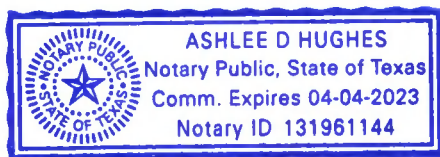
Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF Texas )  
 ) ss.  
 COUNTY OF HARRIS )

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

Ashlee D. Hughes  
 Notary Public

Communitization Agreement  
Railsplitter 15-22 Fed Com 2 H 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: RAILSPLITTER 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 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

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



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"**

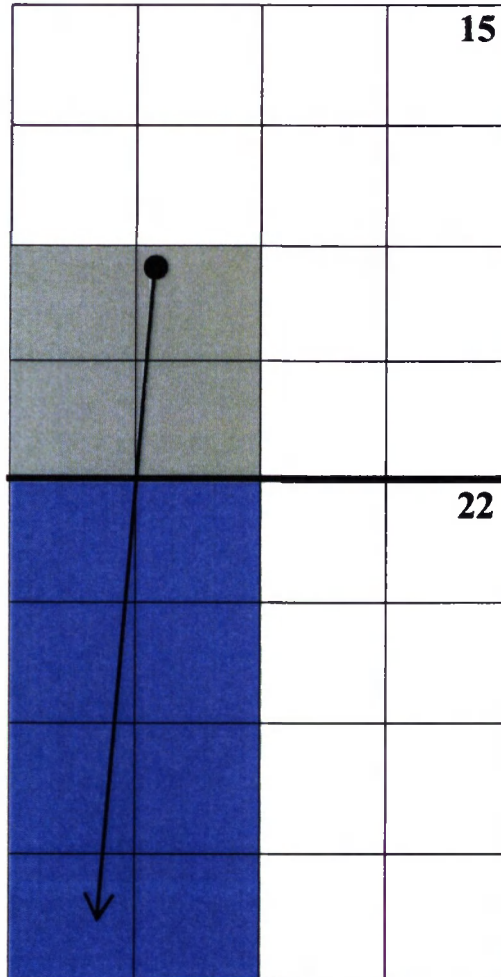
Plat of communitized area covering 480.00 acres in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

**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



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 "B"**

To Communitization 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 Communitized 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**

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

Communitization 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 Communitization 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 communitizes 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

2

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 - Communitization 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., NMPPM, 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. NMNM 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 3/12/20  
 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)



6/22/23  
 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

Ashlee D Hughes  
 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

**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

Email: Catherine Lebsack@dvn.com

**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)



6/22/23  
 My Commission Expires

Rachel Gerlach  
 Notary Public



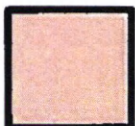
Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "A"

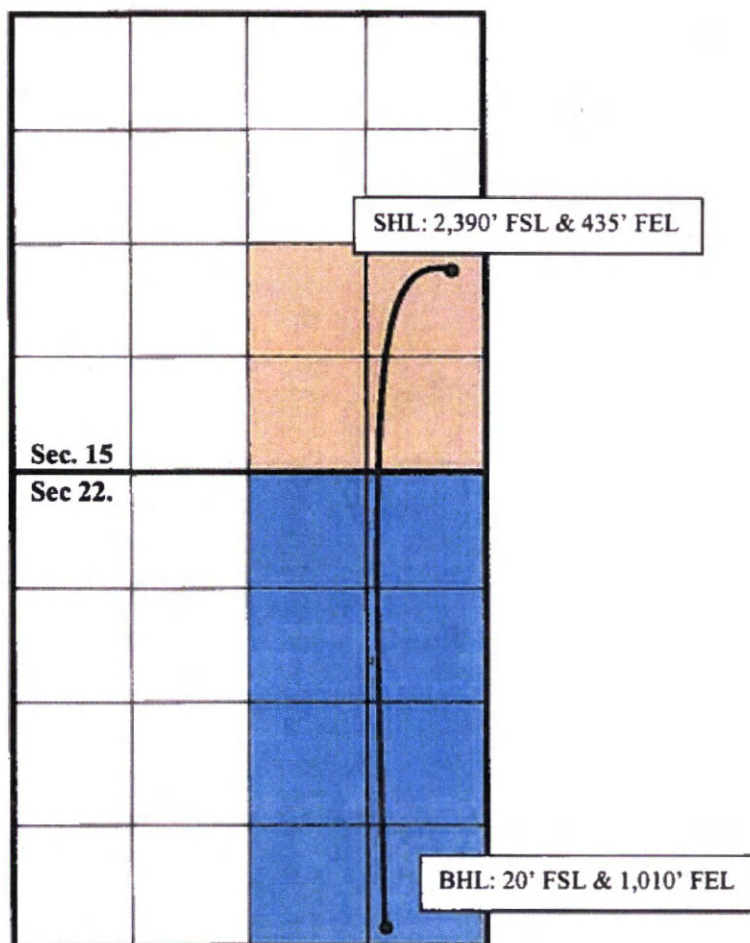
Plat of communitized area covering 480.00 acres in the SE/4 of Section 15 and the E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

### 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:	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: SE/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: E/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 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

### **RECAPITULATION**

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





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

405 235 3611 Phone  
www.devonenergy.com

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@devn.com.

Very truly yours,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Jill N. Lee". The signature is written in a cursive, flowing style.

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).

Railsplitter 15-22 Fed Com 13H

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

Railsplitter 15-22 Fed Com 13H



- 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.

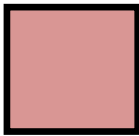
## EXHIBIT "A"

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

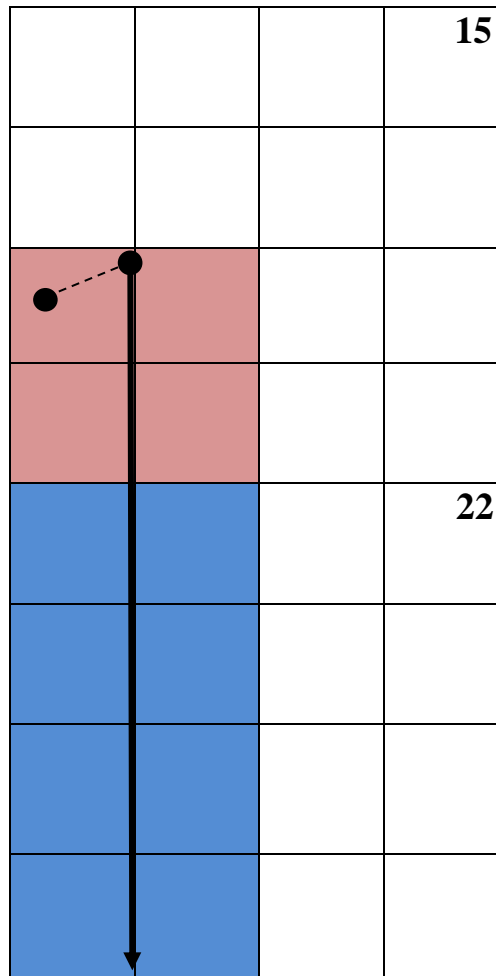
Operator of Communitized Area: Devon Energy Production Company, L.P.

**Tract 1:**

USA NMNM-94118  
(160.00 Acres)

**Tract 2:**

USA NMNM-112941  
(320.00 Acres)

**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:	<u>Township 26 South, Range 34 East</u>	
	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	
	Jareed 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:	<u>Township 26 South, Range 34 East</u>	
	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%

Railsplitter 15-22 Fed Com 13H

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

**Recapitalization**

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

Railsplitter 15-22 Fed Com 13H



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: \_\_\_\_\_

Railsplitter 15-22 Fed Com 13H

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

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

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

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

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

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

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

☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

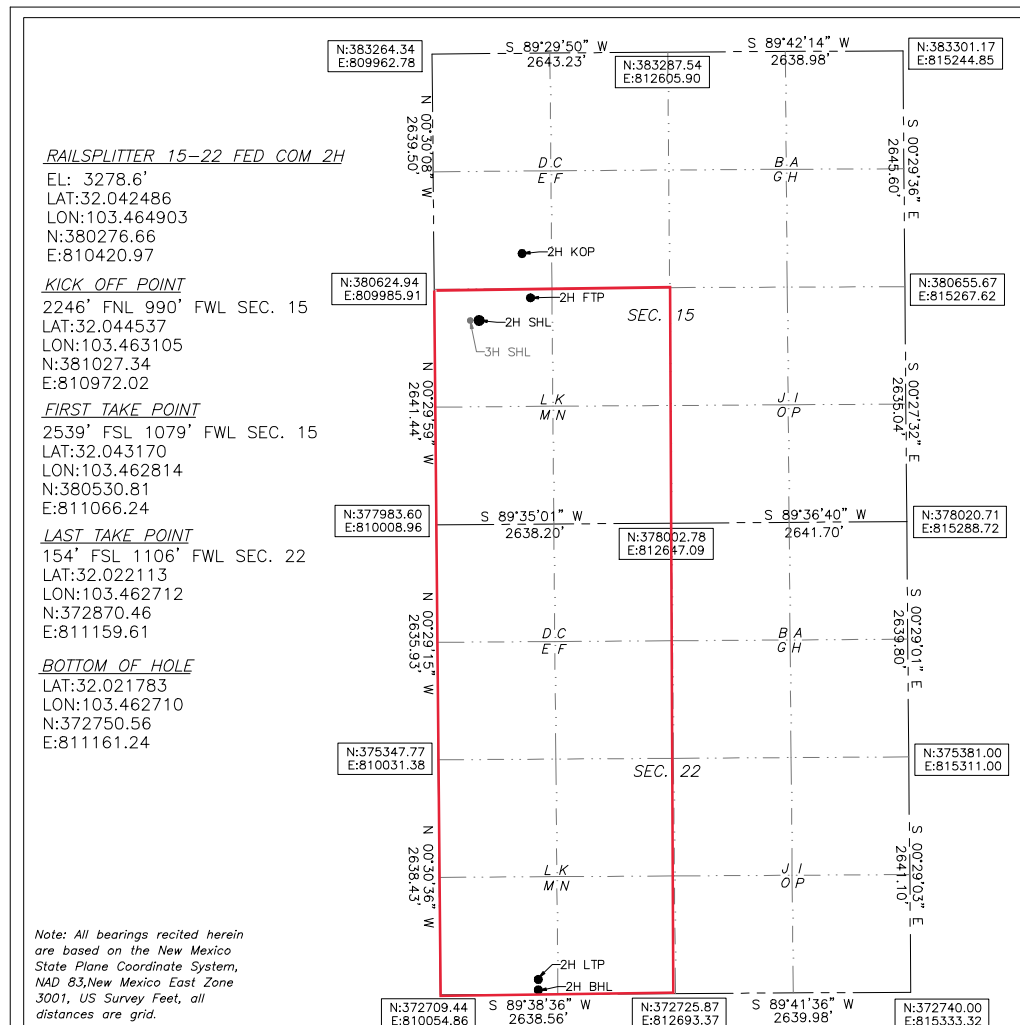
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 3/22/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

09/28/2020

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

Intent ☐ As Drilled ☒

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

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? ☐Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



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

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

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

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

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

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Revised August 1, 2011  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

**Surface Location**

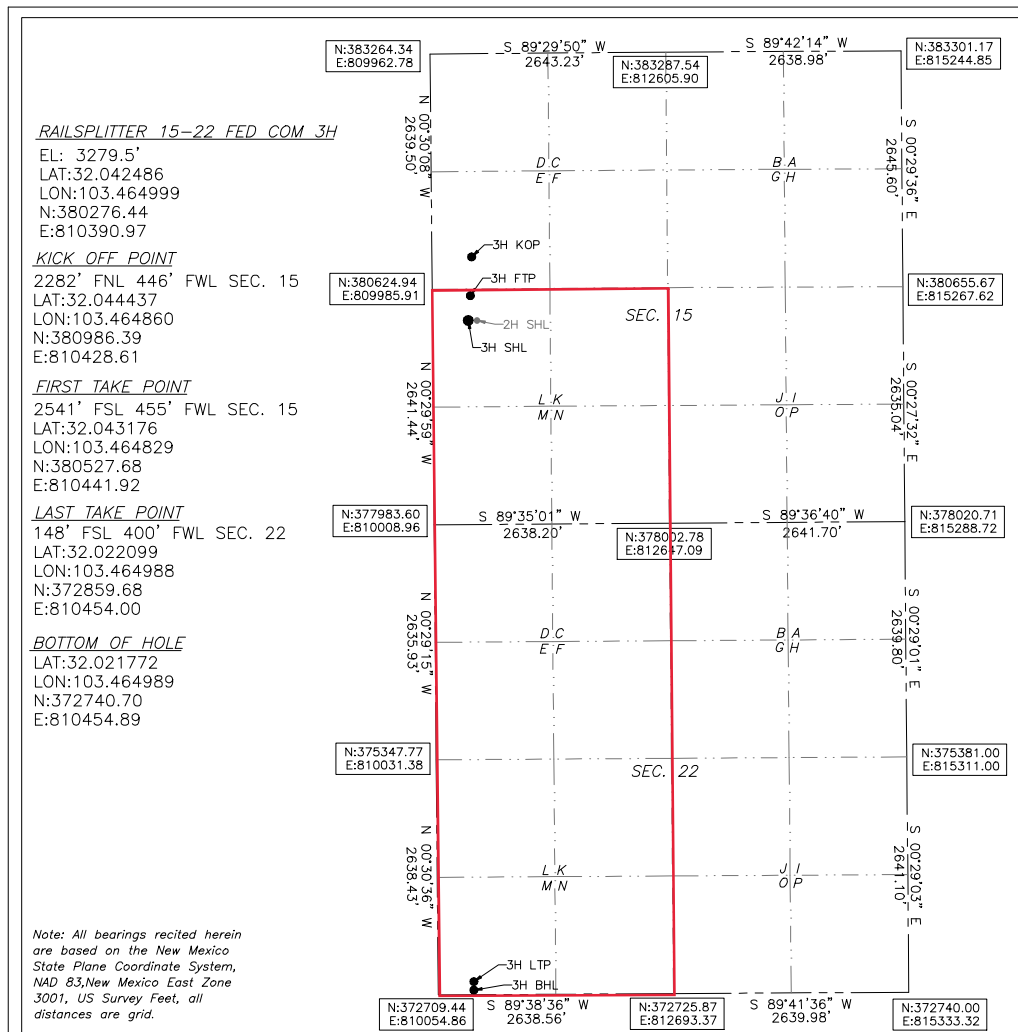
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	15	26-S	34-E		2290	SOUTH	402	WEST	LEA

**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.
<b>480</b>			

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 3/21/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dv.com  
E-mail Address

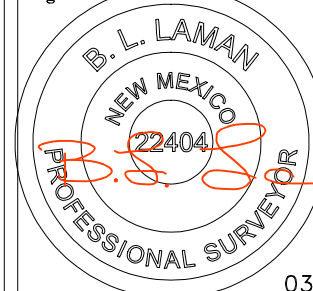
**SURVEYOR CERTIFICATION**

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

08/27/2020

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

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? ☐Is this well an infill well? ☐

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

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

KZ 06/29/2018

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

DISTRICT II  
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State of New Mexico  
Energy, Minerals & Natural Resources Department  
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1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

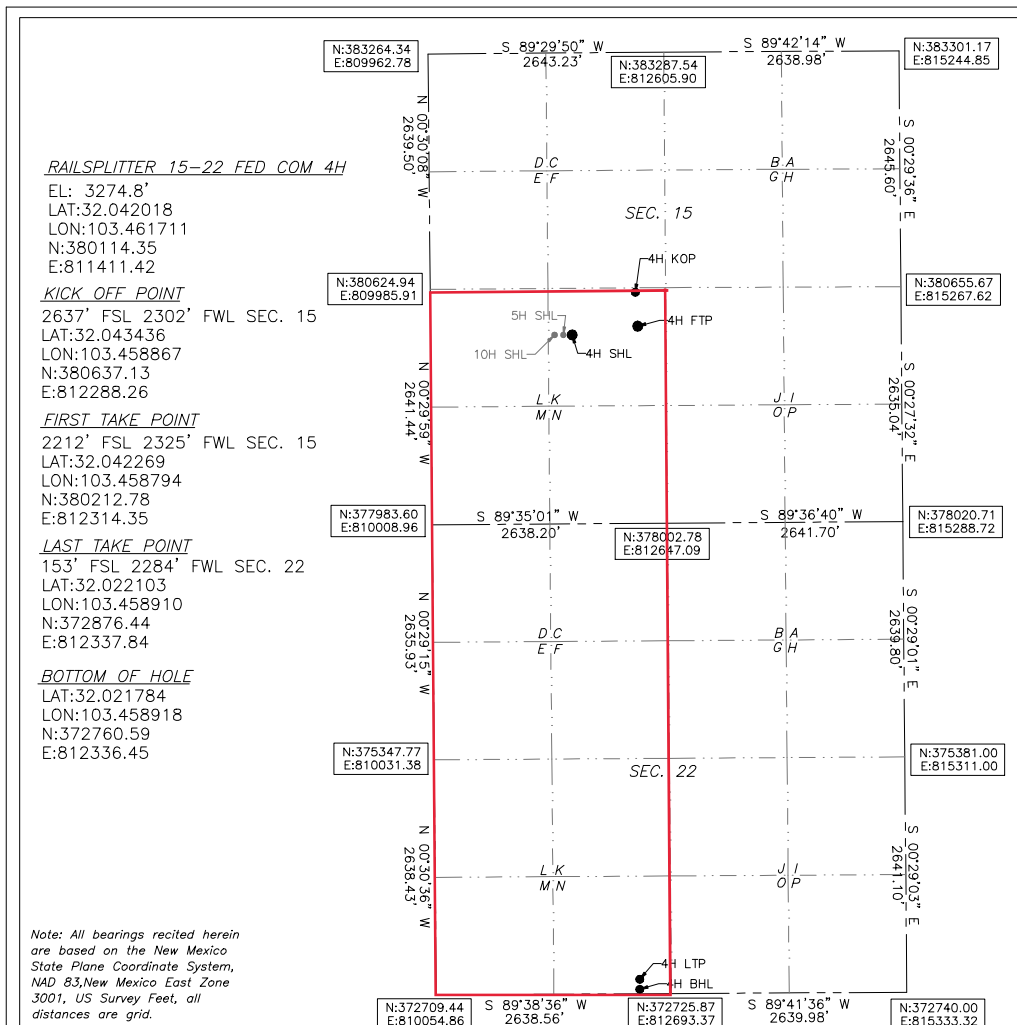
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 3/22/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dmv.com  
E-mail Address

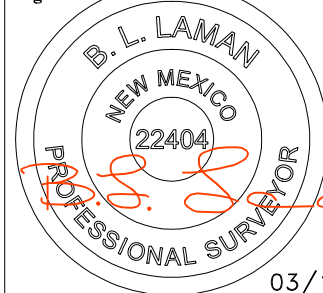
**SURVEYOR CERTIFICATION**

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

10/06/2020

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

Intent ☐ As Drilled ☒

API # 30-025-47215		
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? ☐Is this well an infill well? ☐

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

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

KZ 06/29/2018



DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
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DISTRICT II  
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Phone: (575) 748-1283 Fax: (575) 748-9720

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State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
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Santa Fe, New Mexico 87505

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☒ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

**Surface Location**

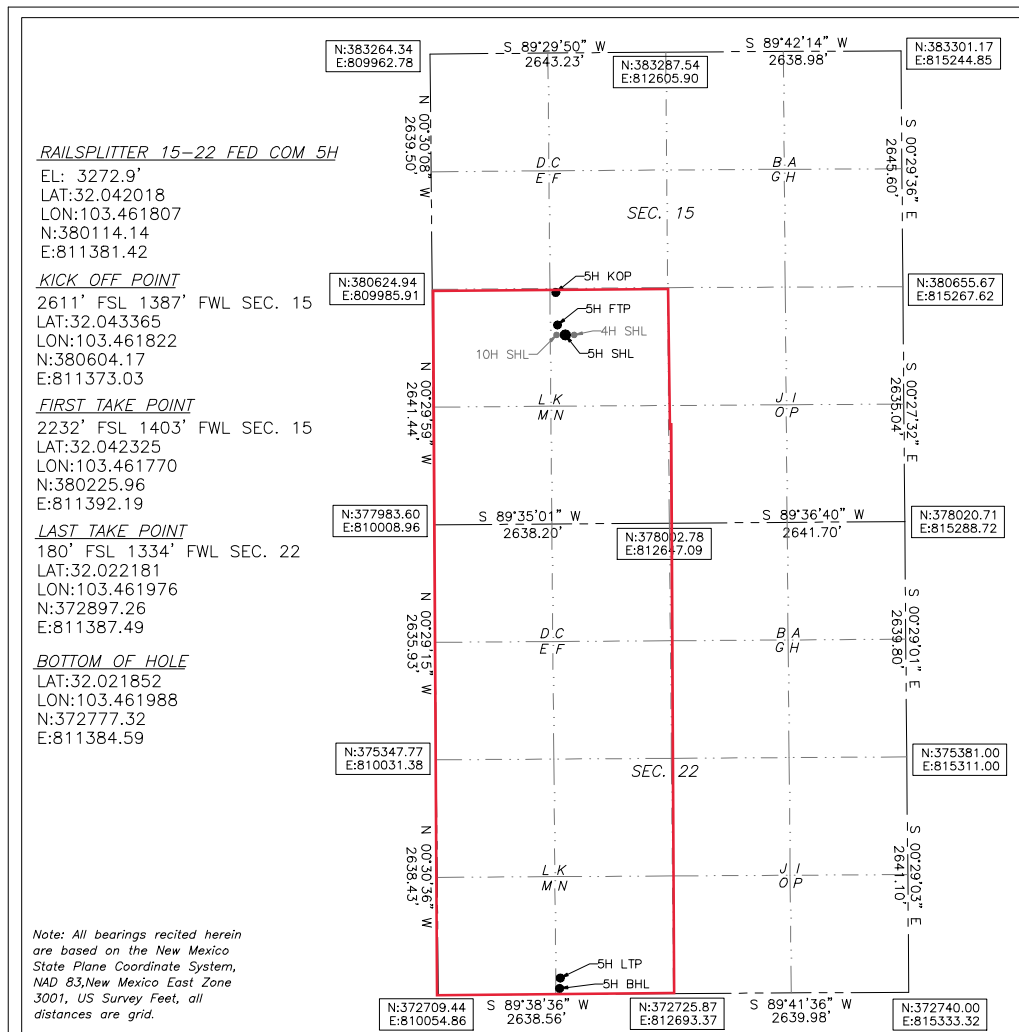
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	15	26-S	34-E		2120	SOUTH	1391	WEST	LEA

**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.
<b>480</b>			

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 3/26/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

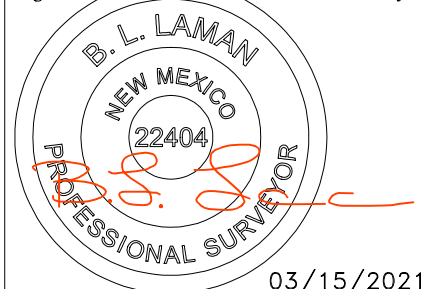
**SURVEYOR CERTIFICATION**

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

10/16/2020

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

Intent ☐ As Drilled ☒

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

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?

☐ N

Is this well an infill well?

☐ Y

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

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

KZ 06/29/2018

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

DISTRICT II  
811 S. FIRST ST., ARTESIA, NM 88210  
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State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
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Santa Fe, New Mexico 87505

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

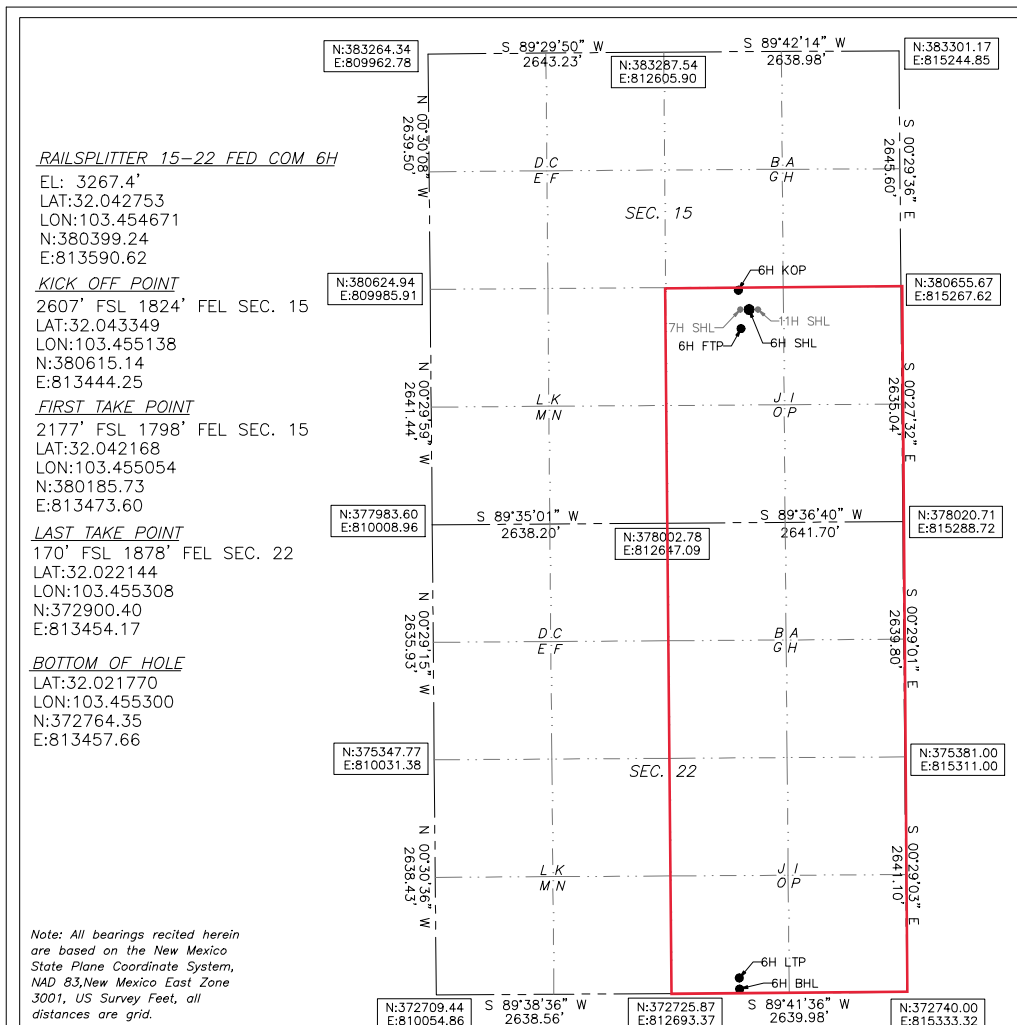
**Surface Location**

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 480	Joint or Infill	Consolidation Code	Order No.						

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**OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 4/27/2021

Printed Name: Rebecca Deal, Regulatory Analyst

E-mail Address: rebecca.deal@dmv.com

**SURVEYOR CERTIFICATION**

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

10/30/2020

Date of Survey

Signature & Seal of Professional Surveyor



3/15/2021

Certificate No. 22404 B.L. LAMAN

DRAWN BY: CM

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? ☐Is this well an infill well? ☐

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

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

KZ 06/29/2018



DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
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DISTRICT II  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

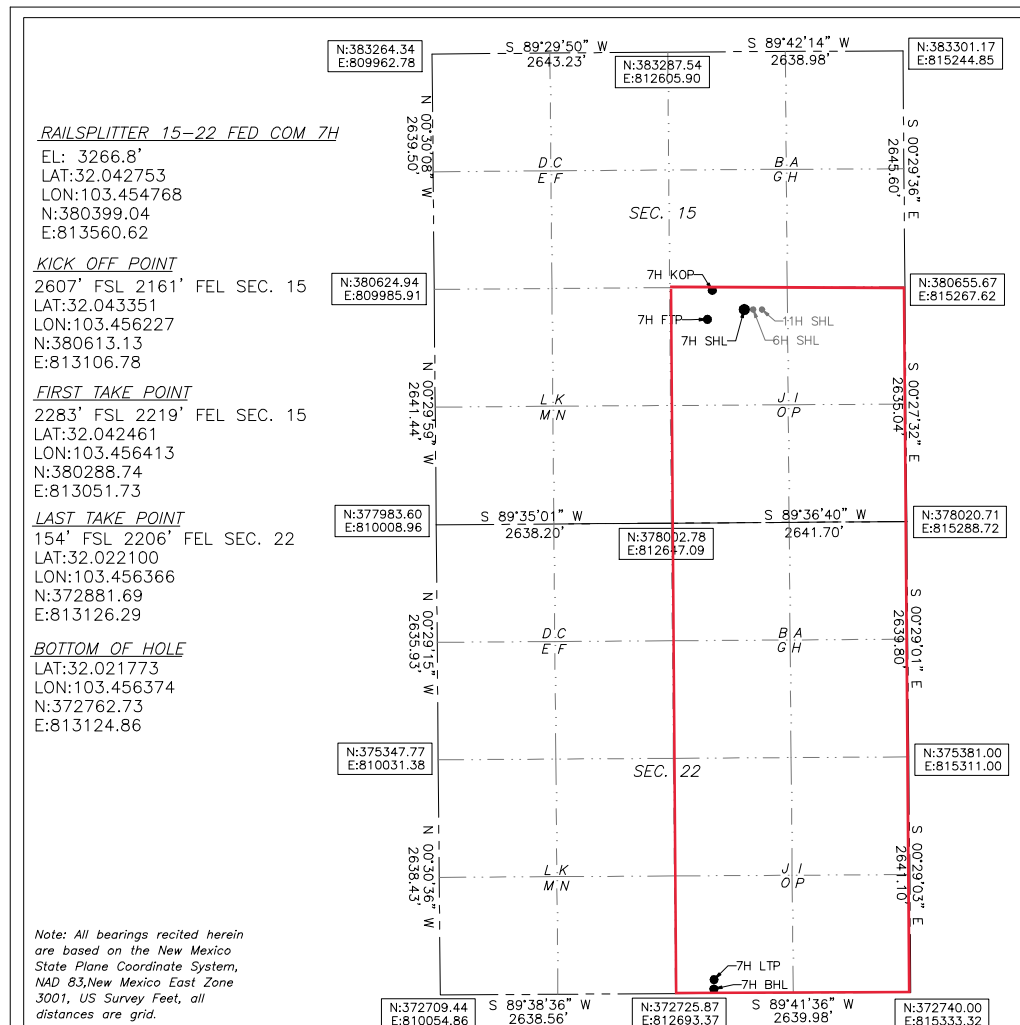
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	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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**OPERATOR CERTIFICATION**

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Rebecca Deal 4/27/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

11/17/2020

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

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? ☐Is this well an infill well? ☐

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

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

KZ 06/29/2018

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

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

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DISTRICT IV  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

**Surface Location**

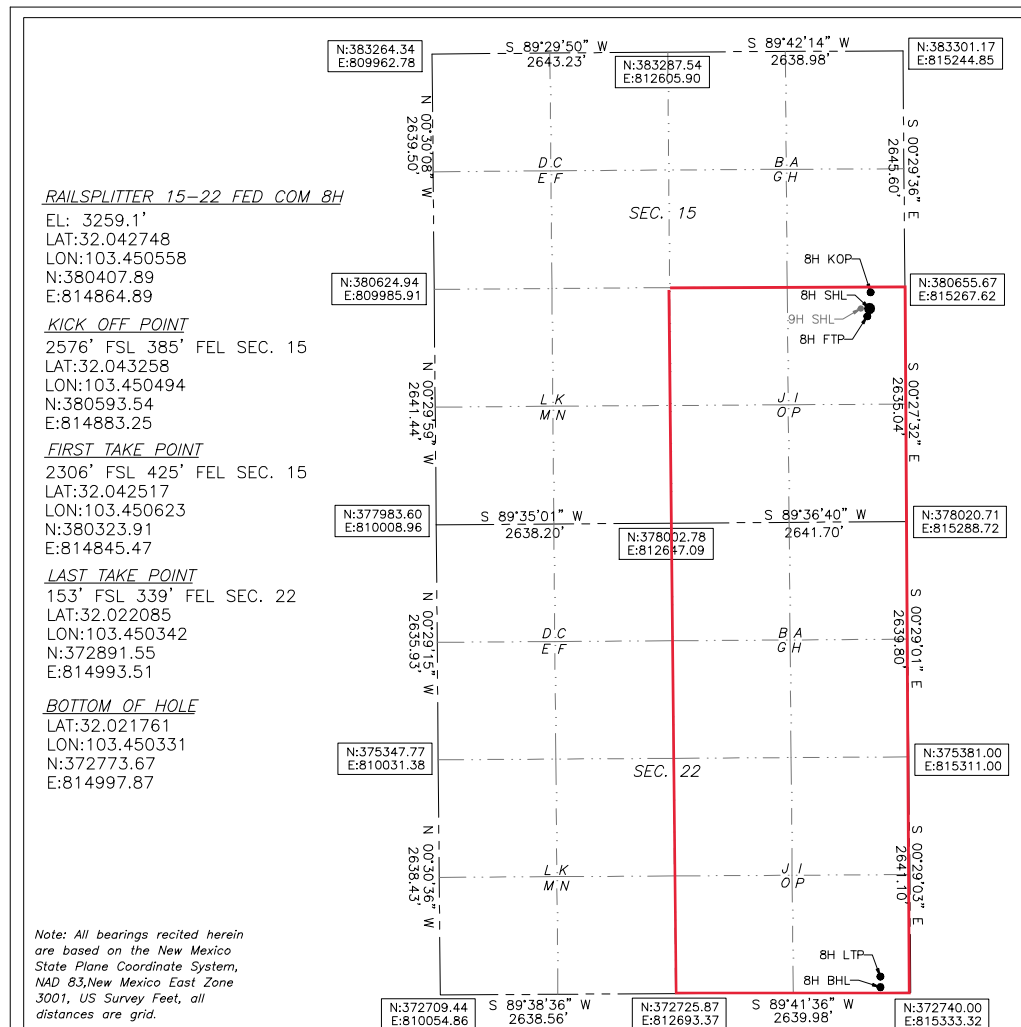
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	15	26-S	34-E		2390	SOUTH	405	EAST	LEA

**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.
<b>480</b>			

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 4/27/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dmv.com  
E-mail Address

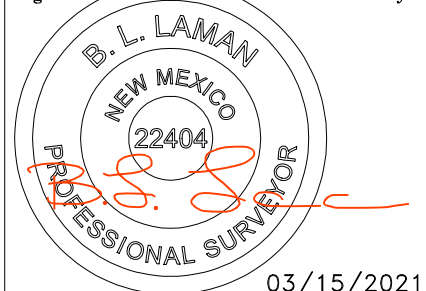
**SURVEYOR CERTIFICATION**

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

03/10/2021

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

Intent ☐ As Drilled ☒

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

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? ☐Is this well an infill well? ☐

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

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

KZ 06/29/2018



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1625 N. FRENCH DR., HOBBS, NM 88240  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-47220	Pool Code 98105	Pool Name 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'

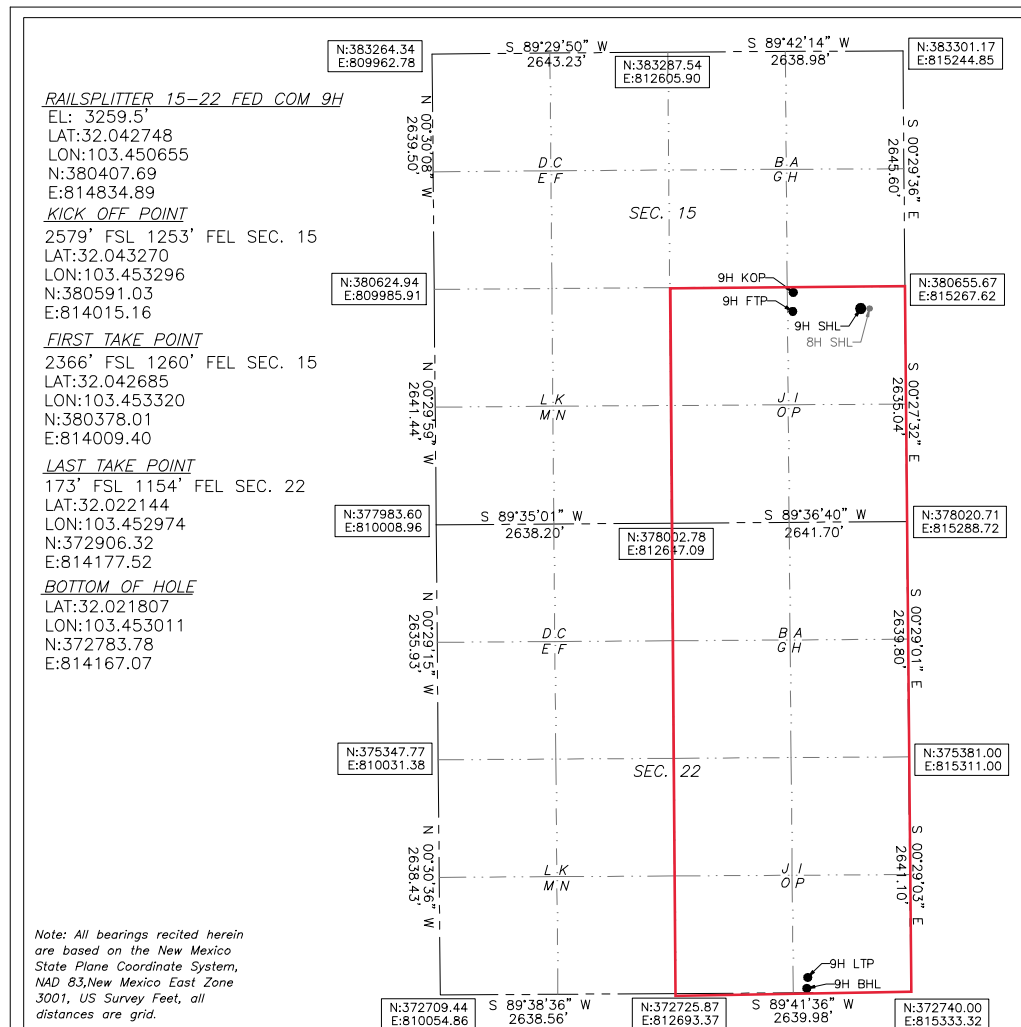
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	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  
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 4/29/2021  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

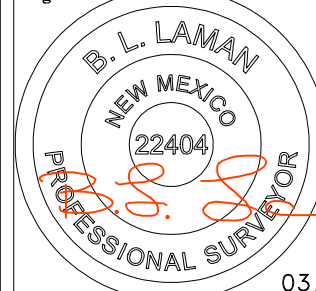
**SURVEYOR CERTIFICATION**

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

03/10/2021

Date of Survey

Signature & Seal of Professional Surveyor



03/15/2021

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

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? ☐Is this well an infill well? ☐

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

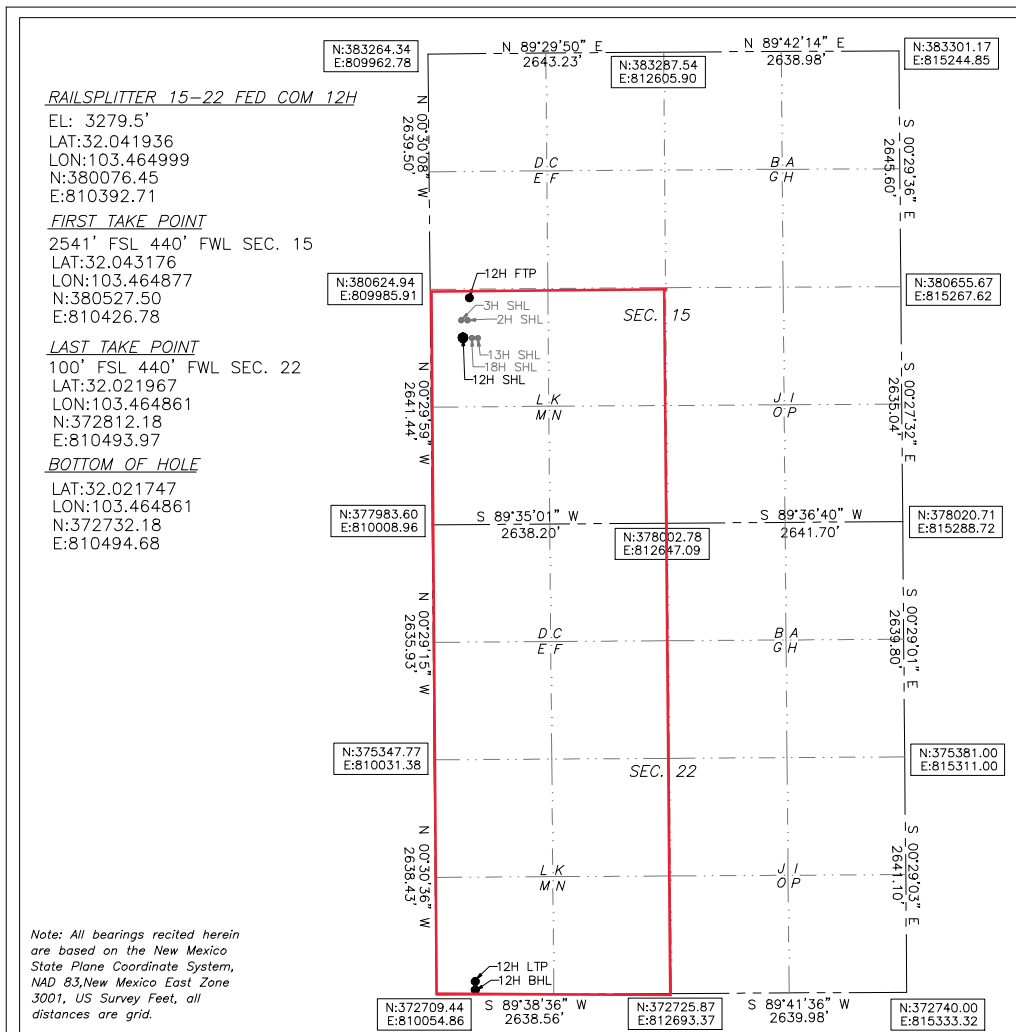
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 1/26/2022  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

01/05/2022

Date of Survey

Signature & Seal of Professional Surveyor



01/19/2022

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

Intent ☒ As Drilled ☐

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

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	22	26-S	34-E		100	SOUTH	440	WEST	LEA
Latitude 32.021967					Longitude 103.464861				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 #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H

KZ 06/29/2018



DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
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DISTRICT II  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

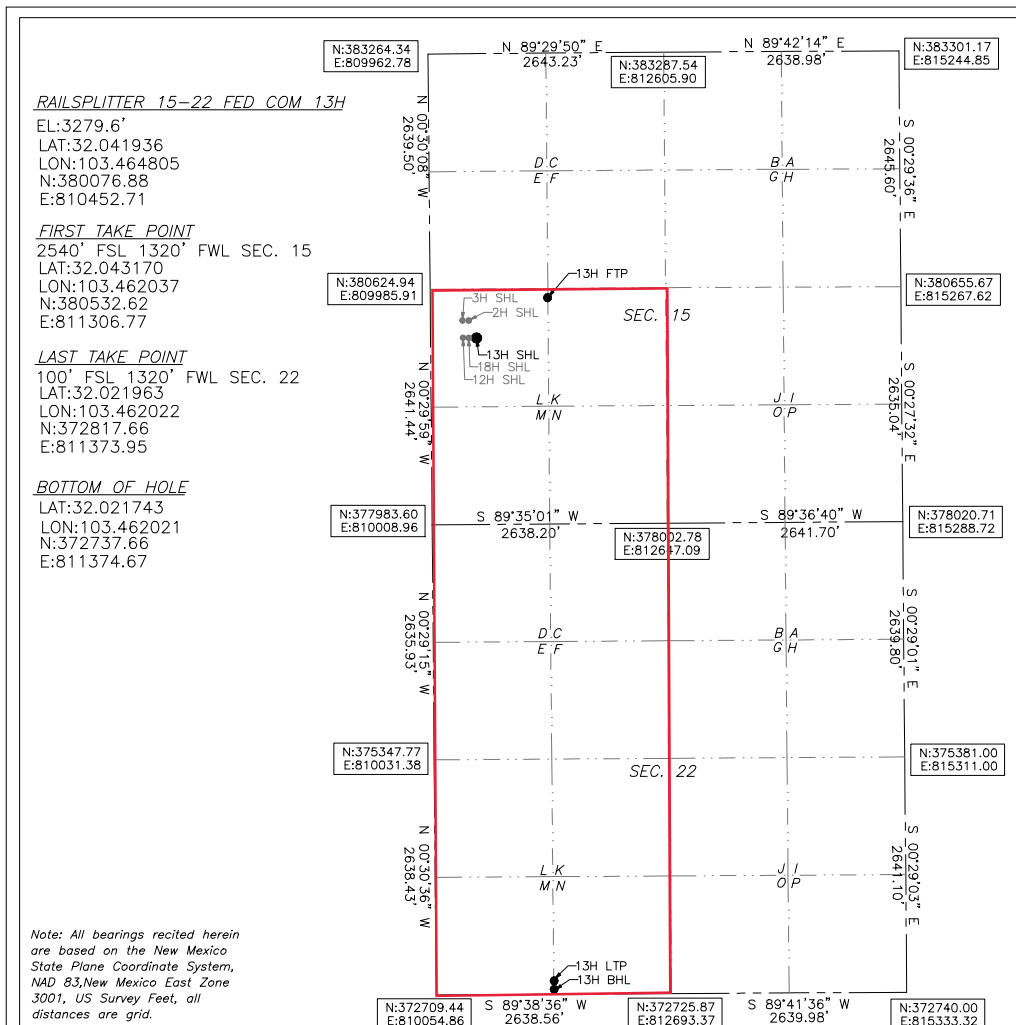
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	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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**OPERATOR CERTIFICATION**

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

Rebecca Deal 1/26/2022  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

01/05/2022

Date of Survey

Signature & Seal of Professional Surveyor

**B. L. LAMAN**  
NEW MEXICO  
22404  
PROFESSIONAL SURVEYOR  
01/19/2022  
Certificate No. 22404 B.L. LAMAN  
DRAWN BY: JP

Intent  As Drilled API #  
30-025-50677

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

## Kick Off Point (KOP)

UL	Section 15	Township 26S	Range 34E	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	Section 15	Township 26-S	Range 34-E	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	Section 22	Township 26-S	Range 34-E	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? Is this well an infill well? 

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

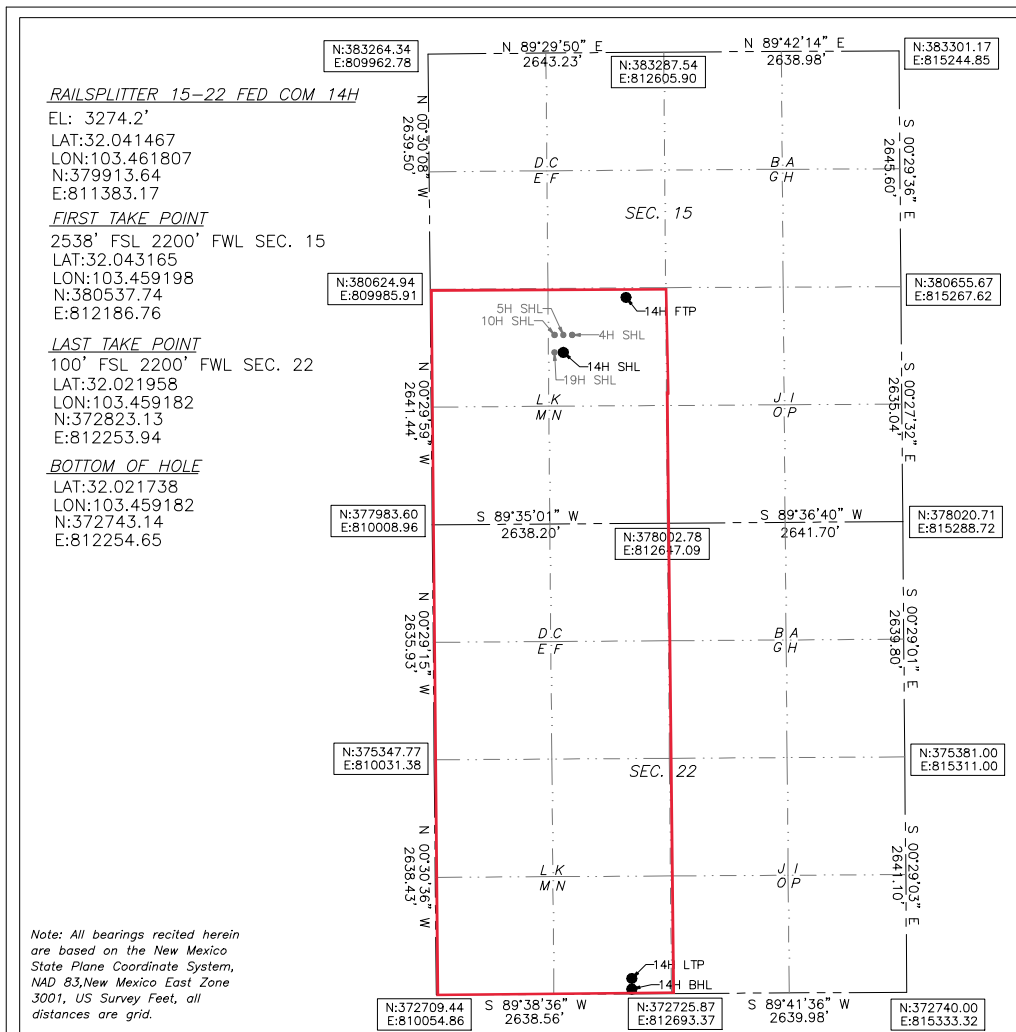
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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*Rebecca Deal* 1/27/2022  
Signature Date

Rebecca Deal, Regulatory Analyst

Printed Name

rebecca.deal@dm.com

E-mail Address

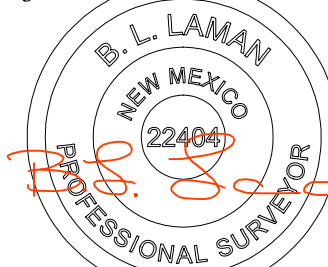
**SURVEYOR CERTIFICATION**

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01/05/2022

Date of Survey

Signature & Seal of Professional Surveyor



01/19/2022

Certificate No. 22404 B.L. LAMAN

DRAWN BY: JP

Intent ☒ As Drilled ☐API #  
30-025-50678

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

## Kick Off Point (KOP)

UL	Section 15	Township 26S	Range 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? ☐ 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 #

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

KZ 06/29/2018

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1625 N. FRENCH DR., HOBBS, NM 88240  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

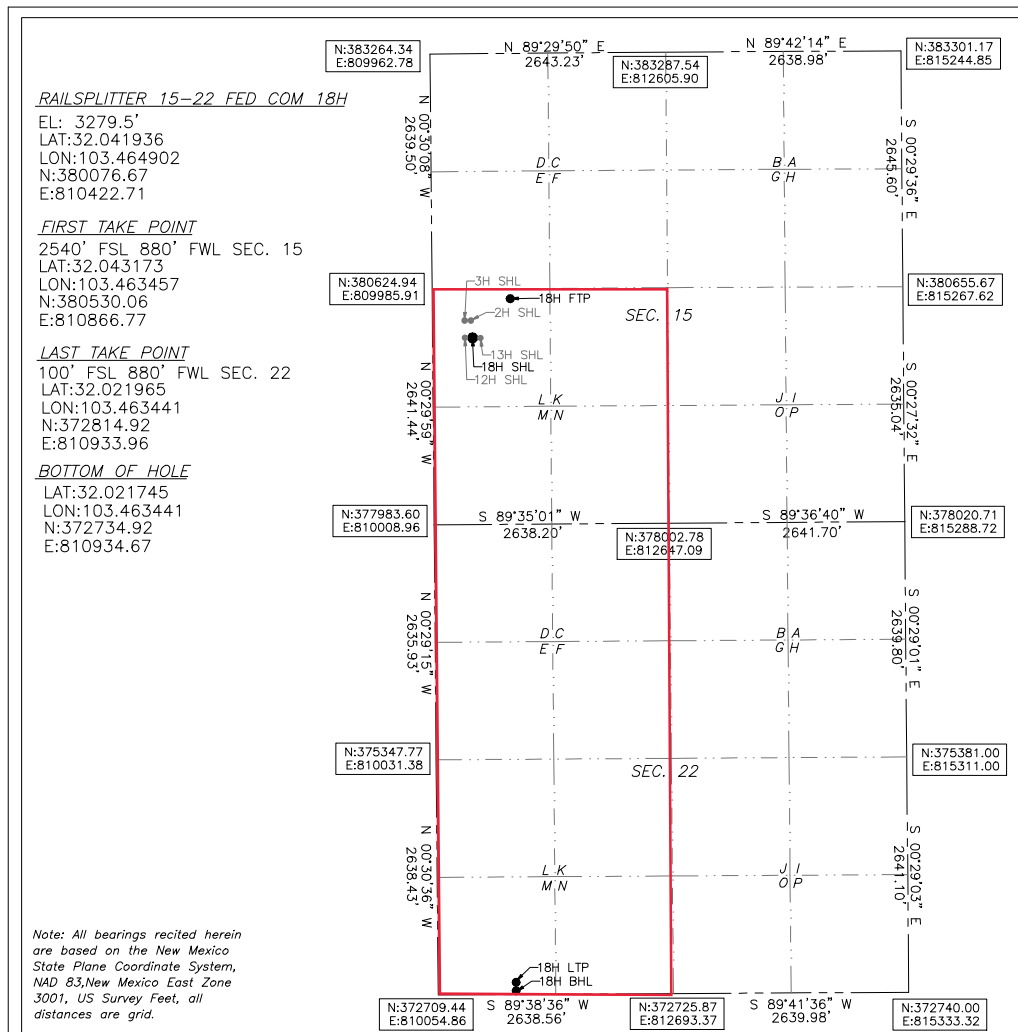
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 1/27/2022  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

01/05/2022

Date of Survey

Signature & Seal of Professional Surveyor



01/19/2022

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



Intent ☒ As Drilled ☐

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

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

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

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

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

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

KZ 06/29/2018

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

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

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

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

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

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

☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

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

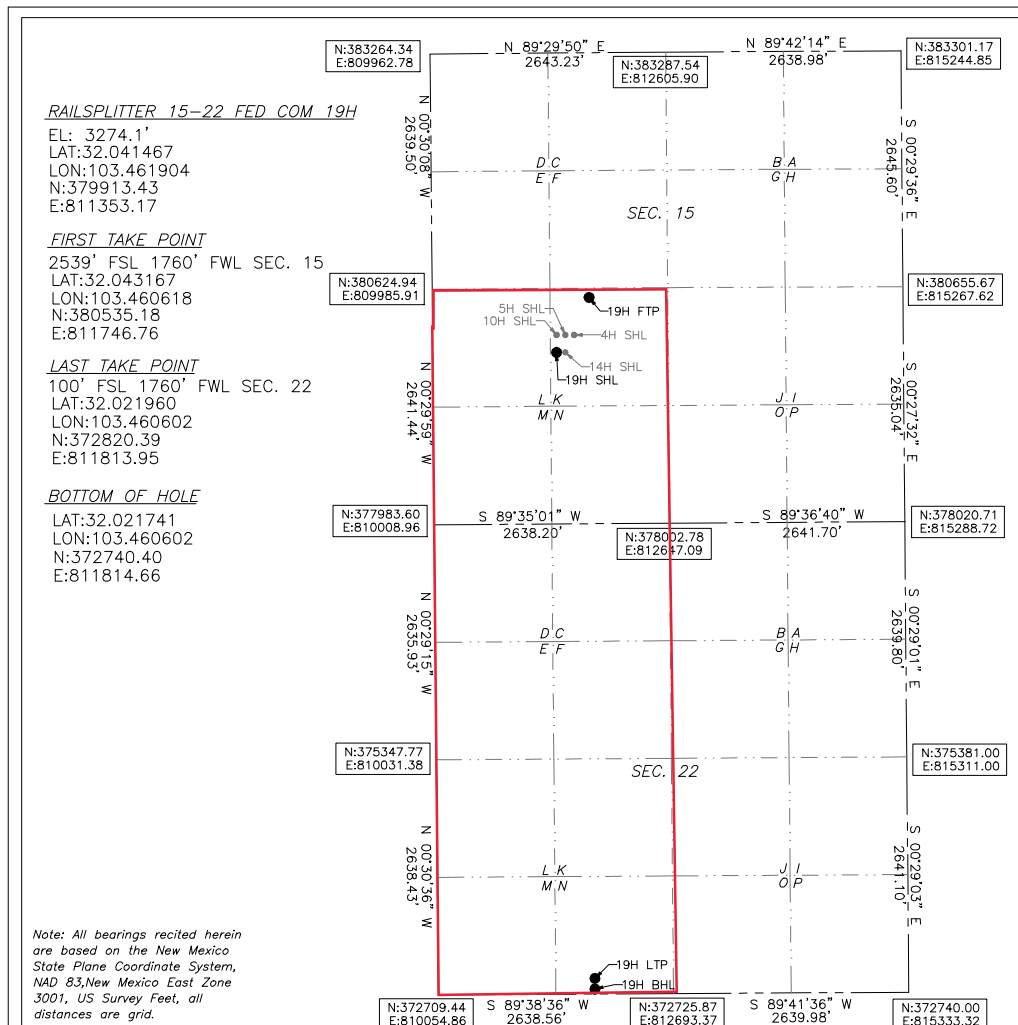
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
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 <b>480</b>	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 1/27/2022  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dm.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

01/05/2022

Date of Survey

Signature & Seal of Professional Surveyor



01/19/2022

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

Intent ☒ As Drilled ☐

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

## Kick Off Point (KOP)

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

## First Take Point (FTP)

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

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	22	26-S	34-E		100	SOUTH	1760	WEST	LEA
Latitude 32.021960					Longitude 103.460602				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 #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: RAILSPLITTER 15-22 FED COM	Well Number 13H

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\_Commingling\_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\_Commingling\_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 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 / *
<b>Common Meters</b>			

<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 Spreadsheet 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)	Flare	Lease Use	Allocated Prod	
	1,795	1,220	575	0.052601847	576	8.36	4.16	588.72	
	1,826	1,162	664	0.060687969	665	9.65	4.79	679.22	
	1,976	1,458	518	0.047355831	519	7.53	3.74	530.01	
	1,641	1,250	391	0.035725745	391	5.68	2.82	399.84	
	2,524	2,100	424	0.038766953	425	6.16	3.06	433.88	
	1,746	1,254	491	0.044918842	492	7.14	3.55	502.73	
	1,783	1,221	563	0.051431800	563	8.18	4.06	575.62	
	1,574	1,211	363	0.033190033	364	5.28	2.62	371.46	
	1,259	986	273	0.024964053	273	3.97	1.97	279.40	
	988	788	200	0.018245423	200	2.90	1.44	204.20	
	1,824	1,542	282	0.025786742	282	4.10	2.04	288.61	
	1,343	929	414	0.037852854	415	6.02	2.99	423.65	
	1,895	1,359	536	0.049005780	537	7.79	3.87	548.47	
	2,326	1,493	833	0.076174641	834	12.11	6.02	852.55	
	1,870	1,208	662	0.060531658	663	9.62	4.78	677.47	
	2,599	1,703	895	0.081845713	897	13.01	6.47	916.02	
	2,497	1,989	508	0.046437161	509	7.38	3.67	519.72	
	1,968	1,476	491	0.044898732	492	7.14	3.55	502.51	
	2,335	1,515	820	0.074915012	821	11.91	5.92	838.45	
	1,976	1,500	476	0.043512957	477	6.92	3.44	487.00	
	1,461	901	560	0.051150257	560	8.13	4.04	572.47	
	39,206	28,266	10,940	1.000000000	10,954	159	79	11,192	
BATT ALLOC/3rd Party									
BUYBACK	40,053								
	29,099								
NET CTB GAS (TOTAL NET FMP)	10,954								
FLARE	159								
LEASE USE	79								
VRU (included in BALL 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)	Beginning Inventory	Ending Inventory	
	11.00	0.004232055	11.05	21.28	0.004232055	12.70	8.58	6.94	
	110.40	0.042474444	110.94	213.56	0.042474444	127	86.14	69.66	
	153.98	0.059241077	154.74	297.86	0.059241077	178	120.14	97.16	
	160.71	0.061830325	161.50	310.88	0.061830325	185	125.39	101.40	
	211.15	0.081236222	212.19	408.46	0.081236222	244	164.75	133.23	
	196.11	0.075449848	197.08	379.36	0.075449848	226	153.01	123.74	
	182.65	0.070271352	183.55	353.32	0.070271352	211	142.51	115.25	
	105.50	0.040589256	106.02	204.08	0.040589256	122	82.32	66.57	
	73.80	0.028393243	74.16	142.76	0.028393243	85	57.58	46.56	
	134.80	0.051861912	135.46	260.76	0.051861912	156	105.18	85.05	
	151.12	0.058140743	151.86	292.33	0.058140743	174	117.91	95.35	
	183.12	0.070452176	184.02	354.23	0.070452176	211	142.88	115.54	
	94.56	0.036380285	95.03	182.92	0.036380285	109	73.78	59.66	
	98.21	0.037784558	98.69	189.98	0.037784558	113	76.63	61.97	
	151.91	0.058444681	152.66	293.86	0.058444681	175	118.53	95.85	
	170.25	0.065500671	171.09	329.34	0.065500671	197	132.84	107.42	
	169.67	0.065277527	170.50	328.22	0.065277527	196	132.38	107.06	
	92.60	0.035626210	93.06	179.13	0.035626210	107	72.25	58.43	
	10.00	0.003847323	10.05	19.34	0.003847323	12	7.80	6.31	
	85.08	0.032733023	85.50	164.58	0.032733023	98	66.38	53.68	
	52.59	0.020233071	52.85	101.73	0.020233071	61	41.03	33.18	
	2,599	1.000000000	2,612	5,028	1.000000000	3,000	2,028	1,640	
CTB ALLOCATED PRODUCTION	2,612								
CTB AVAILABLE FOR SALE	5,028								
PIPELINE LACT	3,000								
BEGINNING TANK INVENTORY	2,028								
ENDING TANK INVENTORY	1,640								

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	Allocated Water Transferred	Beginning Inventory	Ending Inventory	
	22.00	0.011778815	23.44	34.68	0.011778815	23.56	11.24	11.12	
	100.40	0.053754230	106.97	158.25	0.053754230	108	51.28	50.74	
	123.51	0.066127340	131.59	194.68	0.066127340	132	63.09	62.42	
	125.71	0.067305221	133.94	198.15	0.067305221	135	64.21	63.54	
	188.15	0.100735641	200.46	296.57	0.100735641	201	96.10	95.09	
	176.20	0.094337602	187.73	277.73	0.094337602	189	90.00	89.05	
	152.60	0.081702146	162.59	240.53	0.081702146	163	77.94	77.13	
	95.50	0.051130766	101.75	150.53	0.051130766	102	48.78	48.27	
	53.50	0.028643937	57.00	84.33	0.028643937	57	27.33	27.04	
	120.20	0.064355163	128.07	189.46	0.064355163	129	61.39	60.75	
	142.00	0.076026899	151.29	223.82	0.076026899	152	72.53	71.77	
	123.12	0.065918533	131.18	194.06	0.065918533	132	62.89	62.23	
	34.56	0.018503448	36.82	54.47	0.018503448	37	17.65	17.47	
	48.21	0.025811667	51.37	75.99	0.025811667	52	24.62	24.37	
	51.91	0.027792650	55.31	81.82	0.027792650	56	26.51	26.24	
	70.25	0.037611899	74.85	110.73	0.037611899	75	35.88	35.51	
	69.67	0.037301366	74.23	109.82	0.037301366	75	35.59	35.21	
	72.60	0.038870090	77.35	114.43	0.038870090	78	37.08	36.69	
	10.00	0.005354007	10.65	15.76	0.005354007	11	5.11	5.05	
	55.08	0.029489870	58.68	86.82	0.029489870	59	28.13	27.84	
	32.59	0.017448709	34.72	51.37	0.017448709	35	16.65	16.47	
	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

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<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

	TOTAL ACRES	Tract 1 160 AC NMNM 94118	Tract 2 160 AC NMNM112941
<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

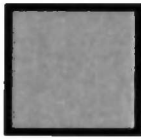
Communitization Agreement  
Railsplitter 15-22 Fed Com 2H Well  
SW/4 Section 15 and W/2 Section 22-T26S-R34E, Lea County, New Mexico

**EXHIBIT "A"**

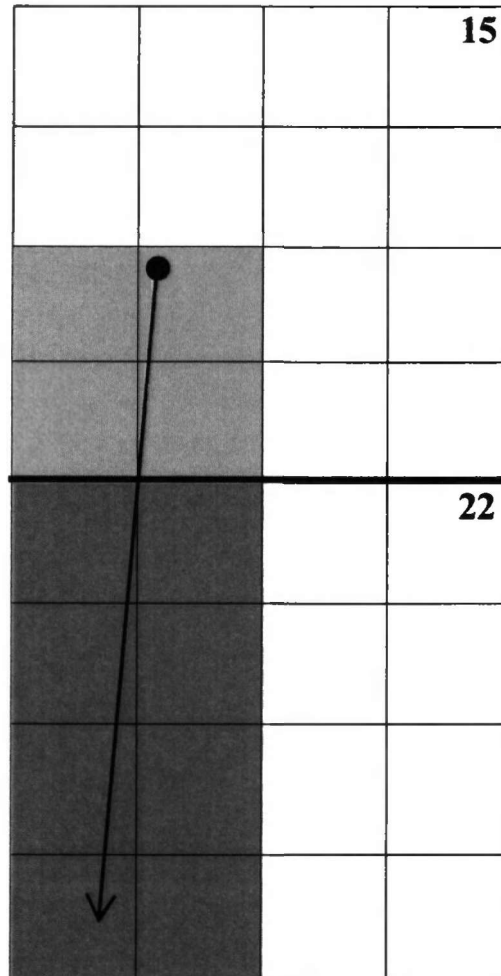
Plat of communitized area covering 480.00 acres in SW/4 of Section 15 and W/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

**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

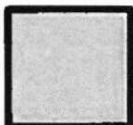
Communitization Agreement  
Railsplitter 15-22 Fed Com 9H Well  
SE/4 Section 15 and E/2 Section 22-T26S-R34E, Lea County, New Mexico

## EXHIBIT "A"

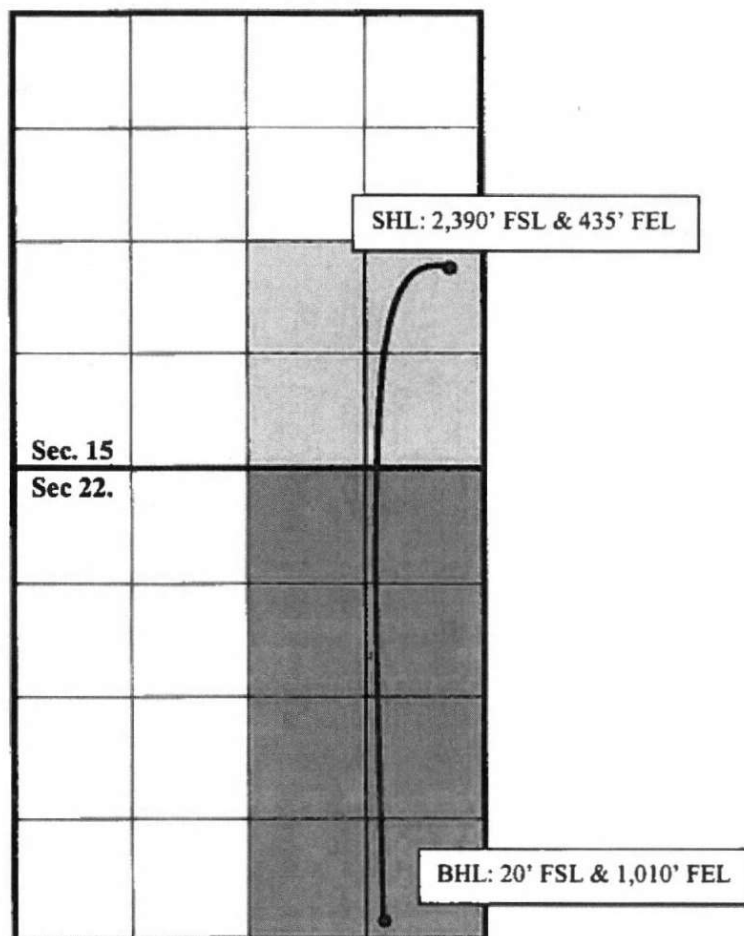
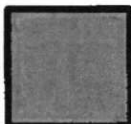
Plat of communitized area covering 480.00 acres in the SE/4 of Section 15 and the E/2 of Section 22-T26S-R34E, N.M.P.M., Lea County, New Mexico.

### 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

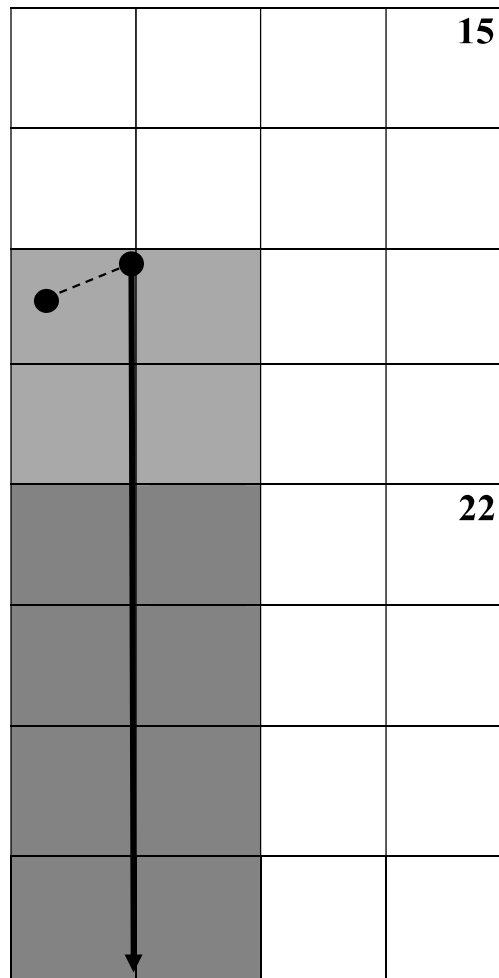
Operator of Communitized Area: Devon Energy Production Company, L.P.

**Tract 1:**

USA NMNM-94118  
(160.00 Acres)

**Tract 2:**

USA NMNM-112941  
(320.00 Acres)

**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	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%	-		308	46	161	1320
RAILSPLITTER 15-22 FED COM 3H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%	-		265	46	335	1320
RAILSPLITTER 15-22 FED COM 4H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%	-		240	46	390	1320
RAILSPLITTER 15-22 FED COM 5H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			277	46	510	1320
RAILSPLITTER 15-22 FED COM 6H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			354	46	446	1320
RAILSPLITTER 15-22 FED COM 7H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			392	46	709	1320
RAILSPLITTER 15-22 FED COM 8H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			402	46	684	1320
RAILSPLITTER 15-22 FED COM 9H	Sweet	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			237	46	247	1320
RAILSPLITTER 15-22 FED COM 12H	Sour	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 13H	Sour	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 14H	Sour	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			1250	47.6	5000	1033
RAILSPLITTER 15-22 FED COM 18H	Sour	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			1100	44.7	2000	1,146.50
RAILSPLITTER 15-22 FED COM 19H	Sour	NMNM094118-12.5%	12.5%	NMNM112941 - 12.5%	12.5%			1080	44.2	2800	1,128.00

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

Date: 4/3/2023

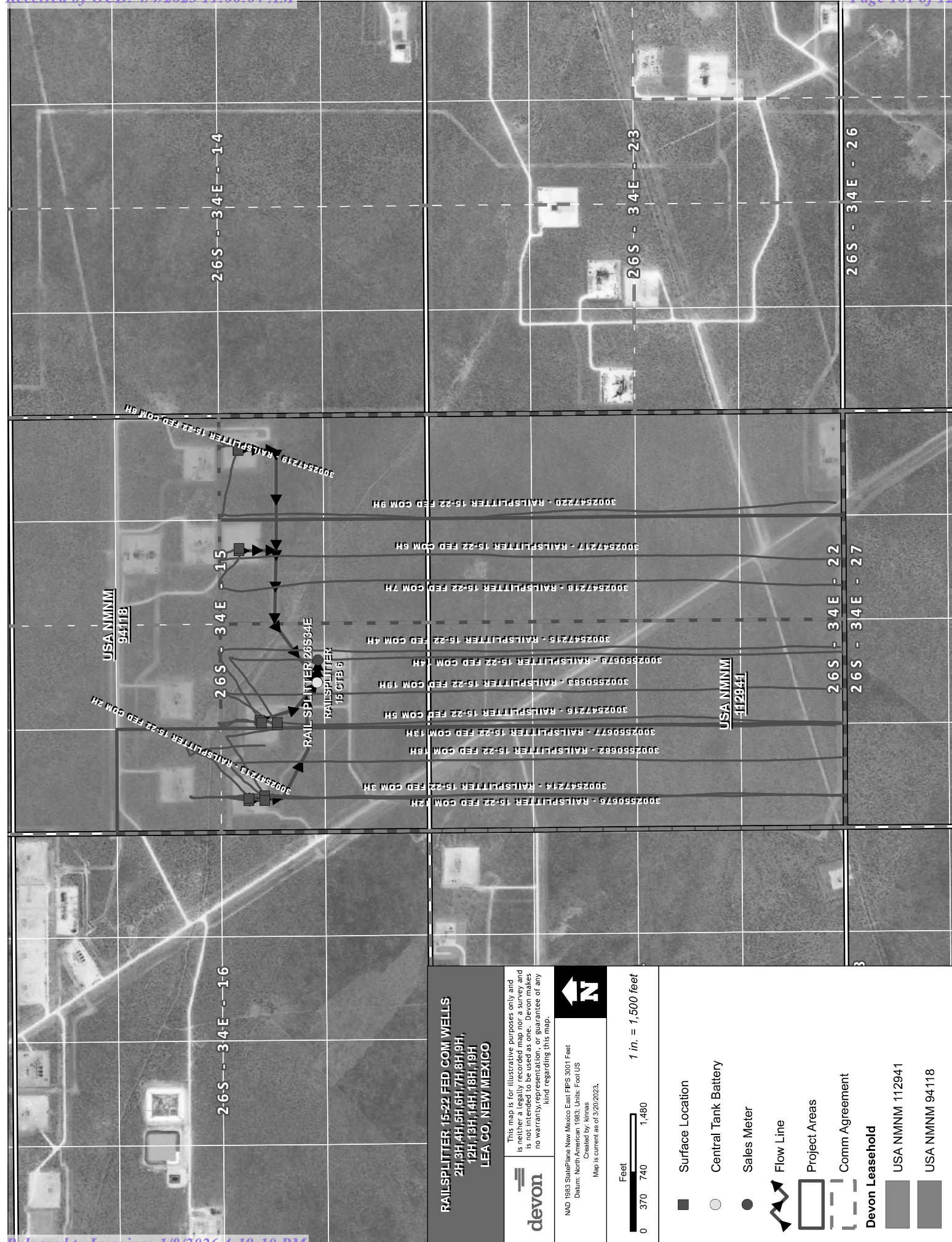
Printed Name: Rebecca Deal

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.



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

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

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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Total Acres:  
480.000

Serial Number

NMNM 142925

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM-- - 142925

Name & Address						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

Serial Number: NMNM-- - 142925

Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	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

Serial Number: NMNM-- - 142925

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
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		

Serial Number: NMNM-- - 142925

Line Number	Remark Text
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

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

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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:  
480.000

Serial Number

NMNM 143513

Name & Address						Serial Number: NMNM-- - 143513	
						Int Rel	% Interest
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK	731025010	OPERATOR		100.000000000	
BLM NMSO	301 DINOSAUR TRL	SANTA FE NM	875081560	OFFICE OF RECORD		0.000000000	

Serial Number: NMNM-- - 143513								
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision
							District/ Field Office	
							County	Mgmt Agency
23	0260S	0340E	015	ALIQ			SW;	CARLSBAD FIELD OFFICE
23	0260S	0340E	022	ALIQ			W2;	CARLSBAD FIELD OFFICE

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 143513

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

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

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**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
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**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:

							<b>Serial Number: NMNM-- - 094118</b>	
<b>Name &amp; Address</b>							<b>Int Rel</b>	<b>% Interest</b>
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	S	Type	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**

				<b>Serial Number: NMNM-- - 094118</b>	
<b>Act Date</b>	<b>Act Code</b>	<b>Action Txt</b>	<b>Action Remarks</b>	<b>Pending Off</b>	
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  
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(MASS) Serial Register Page**

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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/DEVONENEPD	
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  
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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  
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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:

Name & Address						Serial Number: NMNM-- 112941
						Int Rel % Interest
CHEVRON USA INC	6301 DEAUVILLE	MIDLAND	TX	797062964	LESSEE	50.000000000
DEVON ENERGYCO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	LESSEE	50.000000000

Serial Number: NMNM-- 112941											
Mer	Twp	Rng	Sec	S	Type	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

Act Date				Act Code	Action Txt	Action Remarks	Serial Number: NMNM-- 112941
							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

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				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 Evergy 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	15-26S-34E
	W2	22-26S-34E
CA Wolfcamp NMNM 105727585 (143513)	SW4	15-26S-34E
	W2	22-26S-34E
CA Wolfcamp NMNM 105725918 (142925)	SE4	15-26S-34E
	E2	22-26S-34E

### Wells

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

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



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

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/oed/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 <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	1/8/2026