

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

<b>SUNDRY NOTICES AND REPORTS ON WELLS</b> (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO. 30-025-47420 (Multiple)
1. Type of Well: Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>		5. Indicate Type of Lease STATE <input type="checkbox"/> FEE <input type="checkbox"/>
2. Name of Operator Devon Energy Production Co. LP		6. State Oil & Gas Lease No.
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102		7. Lease Name or Unit Agreement Name MUSKIE 23-11 FED COM
4. Well Location Unit Letter <u>G</u> : <u>2264</u> feet from the <u>North</u> line and <u>1696</u> feet from the <u>East</u> line Section <u>23</u> Township <u>26S</u> Range <u>34E</u> NMPM <u>Lea</u> County		8. Well Number <u>10H</u> (Multiple)
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3199.2'		9. OGRID Number <u>6137</u>
		10. Pool name or Wildcat [96776] JABALINA;WOLFCAMP, SW

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

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	P AND A <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	MULTIPLE COMPL <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>	
DOWNHOLE COMMINGLE <input type="checkbox"/>			
CLOSED-LOOP SYSTEM <input type="checkbox"/>			
OTHER: Surface Commingle <input checked="" type="checkbox"/>		OTHER: <input type="checkbox"/>	

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/Pool Commingling at the Muskie 23 CTB 5. This is application is necessary due to multiple pools and Communitization Agreements & Lease. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find the included commingle application for the Central Tank Battery of the MUSKIE 23-11 FED COM 5H-8H, 10H, 16H, 16H, & 35H wells.

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 4/6/2023

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):



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

April 6, 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: MUSKIE 23 CTB 5**  
**Sec.-T-R: 23-26S-34E**  
**County: Lea Co., New Mexico**  
**Wells: MUSKIE 23-11 FED COM 5H-8H, 10H, 16H, 16H, & 35H**

**Lease: NMNM66927, NMNM94118 , NMNM-100568**  
**Agreements: Bone Spring CA Pending, Wolfcamp CA Pending**  
**Pool: [96776] JABALINA; WOLFCAMP, SOUTHWEST**  
**[96661] HARDIN TANK; BONE SPRING**

Dear Mr. McClure:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells. This application is necessary due to multiple pools and multiple Communitization Agreements and Leases.

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 written in a cursive, flowing style.

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

Revised March 23, 2017

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

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., L.P. **OGRID Number:** 6137  
**Well Name:** see attachments for multiple wells and API's **API:** \_\_\_\_\_  
**Pool:** [96661] HARDIN TANK; BONE SPRING **Pool Code:** \_\_\_\_\_

[96776] JABALINA; WOLFCAMP, SOUTHWEST

**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

4/6/2023

Date

405-228-8492

Phone Number

rebecca.deal@dvn.com

e-mail Address

**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 Muskie 23 CTB 5**

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

Pending Wofcamp CA. Leases: NMNM-66927 (12.5%), NMNM-94118 (12.5%), NMNM-100568 (12.5%)			
Well Name	API	Location	Pool
MUSKIE 23-11 FED COM 10H	30-025-47420	G-23-26S-34E - 2264 FNL & 1696 FEL	[96776] JABALINA;WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 5H	30-025-47415	G-23-26S-34E - 2264 FNL & 1786 FEL	[96776] JABALINA;WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 6H	30-025-47416	G-23-26S-34E - 2264 FNL & 1726 FEL	[96776] JABALINA;WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 7H	30-025-47417	H-23-26S-34E - 1922 FNL & 341 FEL	[96776] JABALINA;WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 8H	30-025-47418	H-23-26S-34E - 1922 FNL & 281 FEL	[96776] JABALINA;WOLFCAMP, SOUTHWEST

Pending Bone Spring CA. Leases: NMNM-66927 (12.5%), NMNM-94118 (12.5%), NMNM-100568 (12.5%)			
Well Name	API	Location	Pool
MUSKIE 23-11 FED COM 14H	30-025-49663	G-23-26S-34E - 2264 FNL & 1756 FEL	[96661] HARDIN TANK;BONE SPRING
MUSKIE 23-11 FED COM 16H	30-025-49665	H-23-26S-34E - 1922 FNL & 311 FEL	[96661] HARDIN TANK;BONE SPRING
MUSKIE 23-11 FED COM 35H	30-025-50067	H-23-26S-34E - 1922 FNL & 371 FEL	[96661] HARDIN TANK;BONE SPRING

**CA:**

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

Pending Bone Spring CA: 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 11: E/2 (320.00 acres), Section 14: E/2 (320.00 acres), Section 23: NE/4 (160.00 acres), Lea County, New Mexico, containing **800.00** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Pending Wolfcamp CA: 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 11: E/2 (320.00 acres), Section 14: E/2 (320.00 acres), Section 23: NE/4 (160.00 acres), Lea County, New Mexico, containing **800.00** acres, and this agreement shall include only the **Wolfcamp** 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 Muskie 23 CTB 5 central tank battery is in NE/4, S23, 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/or 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) 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 and from the water and oil tanks is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
MUSKIE 23-11 FED COM 5H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 8H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 14H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 16H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 6H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 7H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 10H	DVN / *	DVN / *	DVN / *
MUSKIE 23-11 FED COM 35H	DVN / *	DVN / *	DVN / *
<b>Common Meters</b>			
<b>VRU Allocation</b>	DVN / *		
<b>Gas FMP</b>	LUCID / *		
<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.

Date: 4/5/2023

## 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.

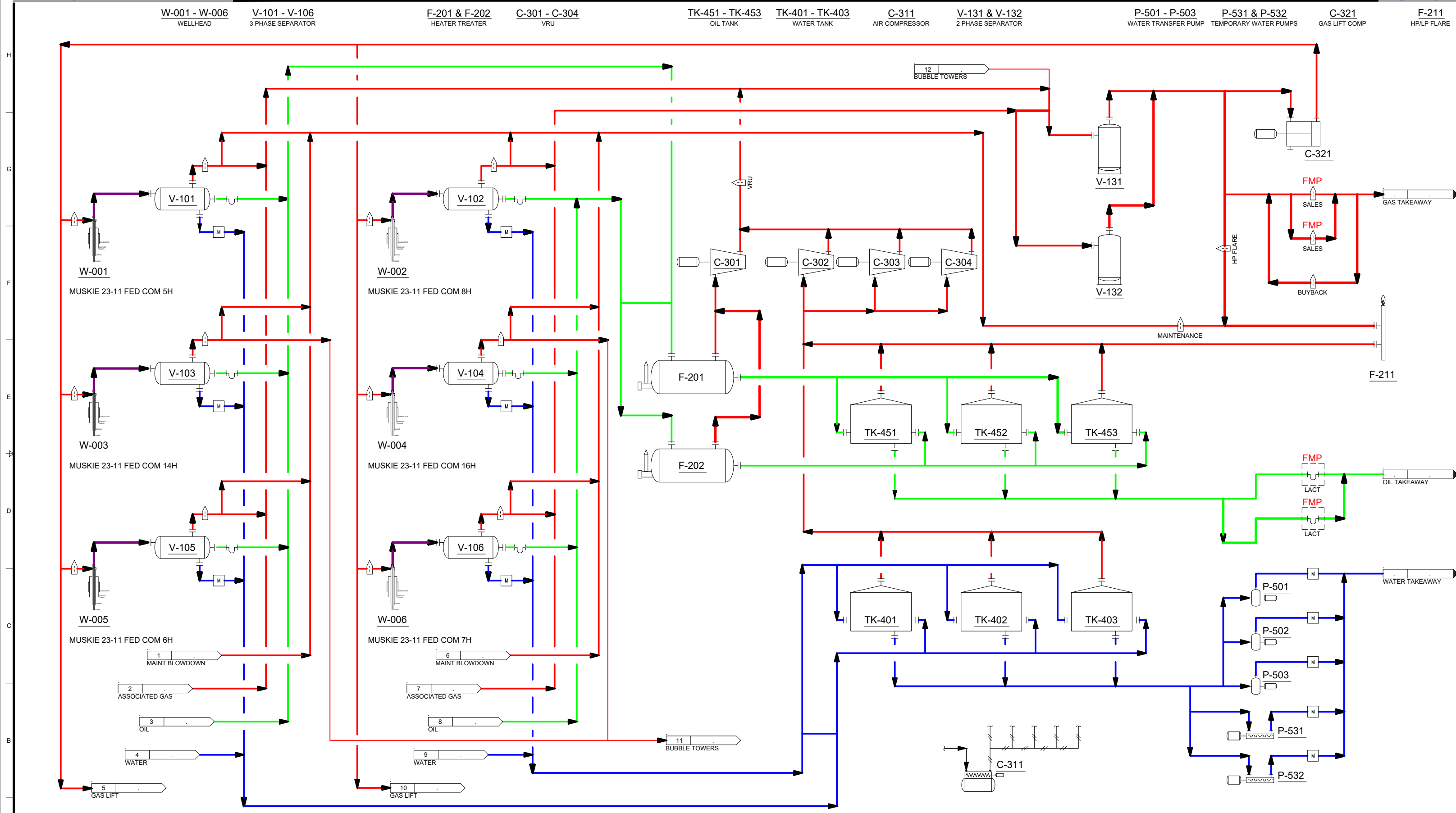
### **Process and Flow Descriptions:**

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)



NOTES:

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

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

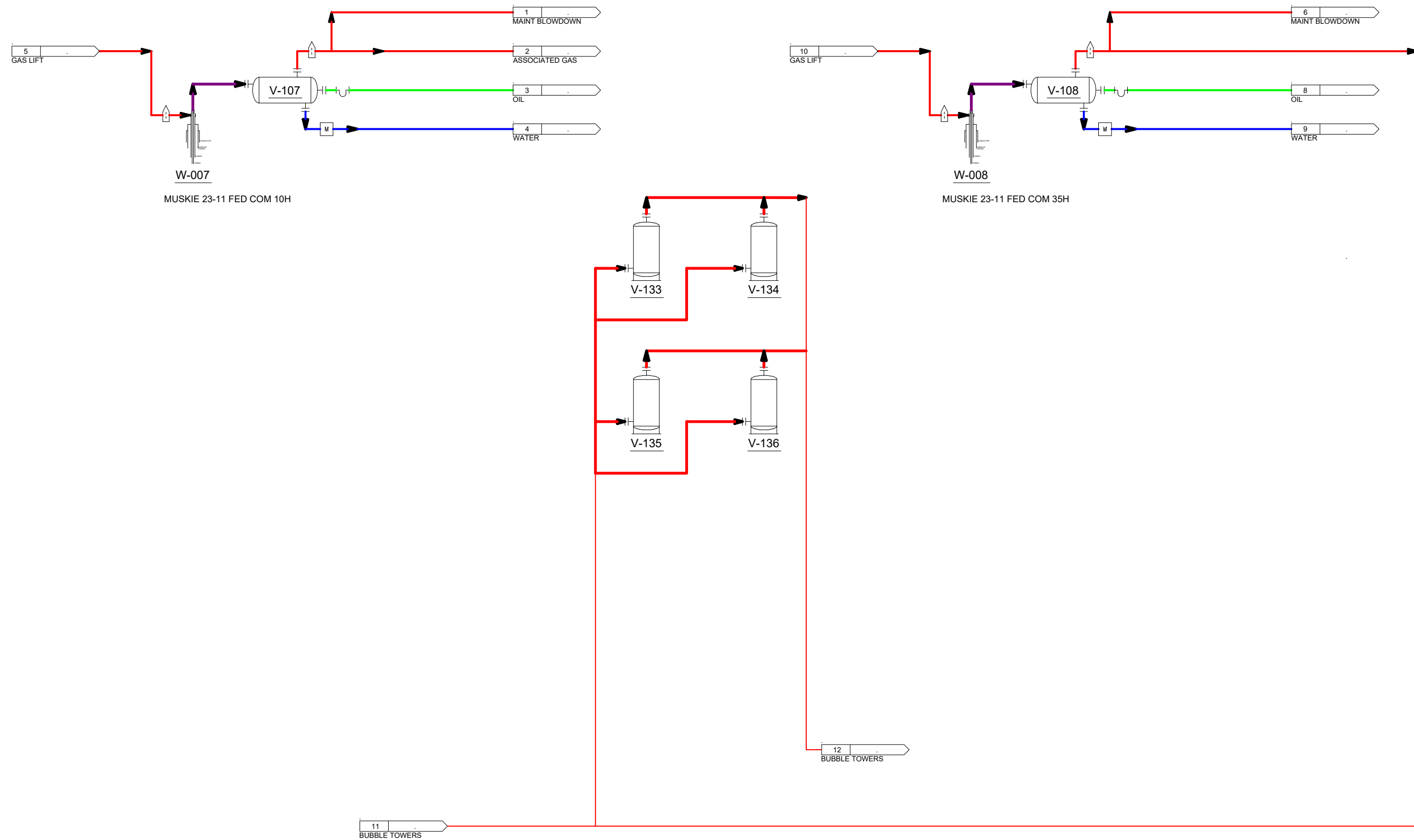


Devon Energy Corporation  
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU - SPINE DESIGN  
PROCESS FLOW DIAGRAM

FILE NAME  
PFD-120-01

REV  
3




NOTES:

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

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----





	<b>Devon Energy Corporation</b> 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
	<b>DBBU - SPINE DESIGN</b> <b>STANDARD PROCESS MAP</b>	
	FILE NAME PFD-120-03	REV 3



MUSKIE 23-11 FED COM WELLS  
5H,6H,7H,8H,10H,14H,16H,35H  
LEA CO, NEW MEXICO



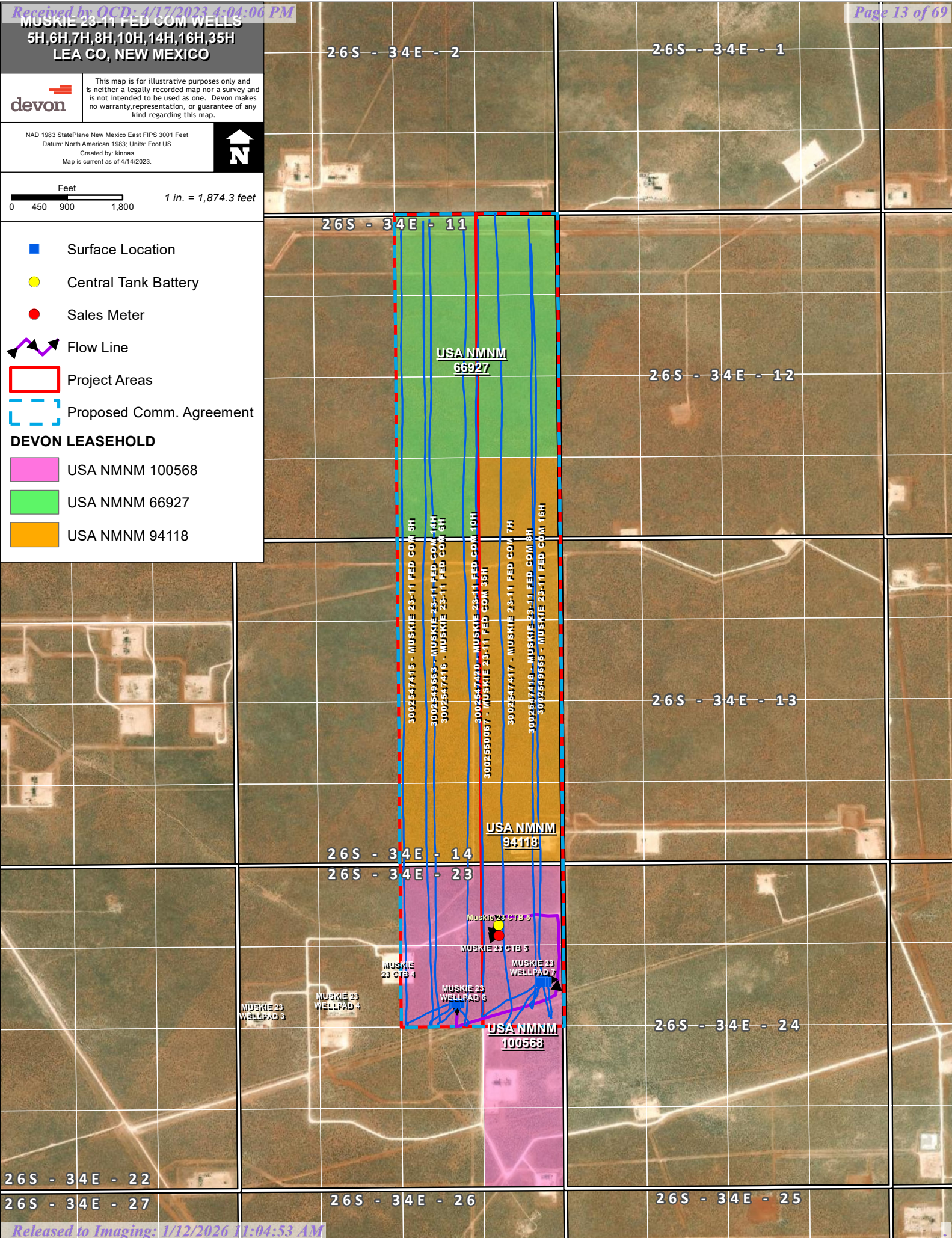
This map is for illustrative purposes only and is neither a legally recorded map nor a survey and is not intended to be used as one. Devon makes no warranty, representation, or guarantee of any kind regarding this map.

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet  
Datum: North American 1983; Units: Foot US  
Created by: kinnas  
Map is current as of 4/14/2023.



Feet  
0 450 900 1,800  
1 in. = 1,874.3 feet

- Surface Location
- Central Tank Battery
- Sales Meter
- Flow Line
- Project Areas
- Proposed Comm. Agreement
- DEVON LEASEHOLD**
  - USA NMNM 100568
  - USA NMNM 66927
  - USA NMNM 94118





## Economic Justification Report

### MUSKIE 23 CTB 5

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
MUSKIE 23-11 FED COM 10H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1300	46	1950	1320
MUSKIE 23-11 FED COM 5H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1300	46	1950	1320
MUSKIE 23-11 FED COM 6H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1300	46	1950	1320
MUSKIE 23-11 FED COM 7H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1300	46	1950	1320
MUSKIE 23-11 FED COM 8H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1300	46	1950	1320
MUSKIE 23-11 FED COM 14H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1210	47.6	4235	1033
MUSKIE 23-11 FED COM 16H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1210	47.6	4235	1033
MUSKIE 23-11 FED COM 35H	Sweet	NMNM66927 (12.5%)		NMNM94118 (12.5%)		NMNM100568 (12.5%)		1210	47.6	4235	1033
*These calculations are based off of offset well production and are only a proposal*											

Signed:



Date: 4/17/2023

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

**Economic Combined Production**

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
10130.0	46.6	22455.0	1157.6

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.

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

	TOTAL ACRES	NMNM-66927 (12.5%)	NMNM-94118 (12.5%)	NMNM-100568 (12.5%)
<b>CA 1</b>				
Pending Bone Spring CA: Township 26 South, Range 34 East, N.M.P.M. Section 11: E/2 (320.00 acres), Section 14: E/2 (320.00 acres), Section 23: NE/4 (160.00 acres), Lea County, New Mexico, containing 800.00 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).	100	35%	45%	20%
<b>BONESPRING</b>	800	280	360	160
MUSKIE 23-11 FED COM 14H				
MUSKIE 23-11 FED COM 16H				
MUSKIE 23-11 FED COM 35H				
	TOTAL ACRES	NMNM-66927 (12.5%)	NMNM-94118 (12.5%)	NMNM-100568 (12.5%)
<b>CA 2</b>				
Pending Wolfcamp CA: Township 26 South, Range 34 East, N.M.P.M. Section 11: E/2 (320.00 acres), Section 14: E/2 (320.00 acres), Section 23: NE/4 (160.00 acres), Lea County, New Mexico, containing 800.00 acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).	100	35%	45%	20%
<b>WOLFCAMP</b>	800	280	360	160
MUSKIE 23-11 FED COM 10H				
MUSKIE 23-11 FED COM 5H				
MUSKIE 23-11 FED COM 6H				
MUSKIE 23-11 FED COM 7H				
MUSKIE 23-11 FED COM 8H				

228 44 19

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of September 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 11: E/2 (320.00 acres)****Section 14: E/2 (320.00 acres)****Section 23: NE/4 (160.00 acres)****Lea County, New Mexico**

Containing **800.00** 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).

Muskie 23-11 Fed Com 35H – E/2 Bone Spring

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,

Muskie 23-11 Fed Com 35H – E/2 Bone Spring



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, 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

Muskie 23-11 Fed Com 35H – E/2 Bone Spring



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

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

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

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

1-18-2023

Date

By: 

David M. Korell  
Land Manager

DJB

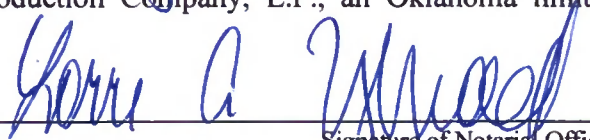
#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on January 18, 2023, 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: \_\_\_\_\_

Muskie 23-11 Fed Com 35H

EOG Resources Inc.  
(Record Title Owner – NMNM 66927)

1/25/23  
Date

By: [Signature]

Name: Matthew W Smith

Title: Agent - Attorney in Fact  
[Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

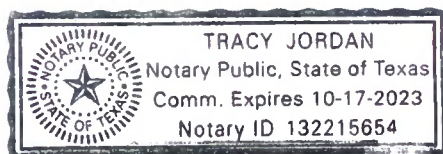
STATE OF Texas )  
COUNTY OF Midland ) SS

This instrument was acknowledged before me on January 25, 2023, by Matthew W Smith, as Agent - Attorney in Fact of Chevron U.S.A. Inc., an EOG Resources Delaware Corporation, on behalf of said Cooperator.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 10-17-2023



Muskie 23-11 Fed Com 35H

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

2/14/23  
Date

By: [Signature]

Name: BEN J. WILSON

Title: ATTORNEY-IN-FACT

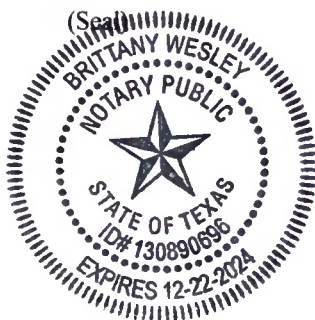
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

This instrument was acknowledged before me on February 14, 2023, by Ben J. Wilson, as Attorney-in-Fact of Chevron U.S.A. Inc., an Pennsylvania Corporation on behalf of said Corporation.

Brittany Wesley  
Signature of Notarial Officer

My Commission Expires: 12-22-2024



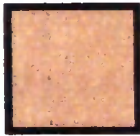
Muskie 23-11 Fed Com 35H

## EXHIBIT "A"

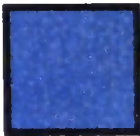
Attached to and made a part of that Communitization Agreement dated September 1, 2022, embracing the E/2 of Sections 11 & 14 and the NE/4 of Section 23 of Township 26 South, Range 34 East, Lea County, New Mexico, in the Bone Spring Formation

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

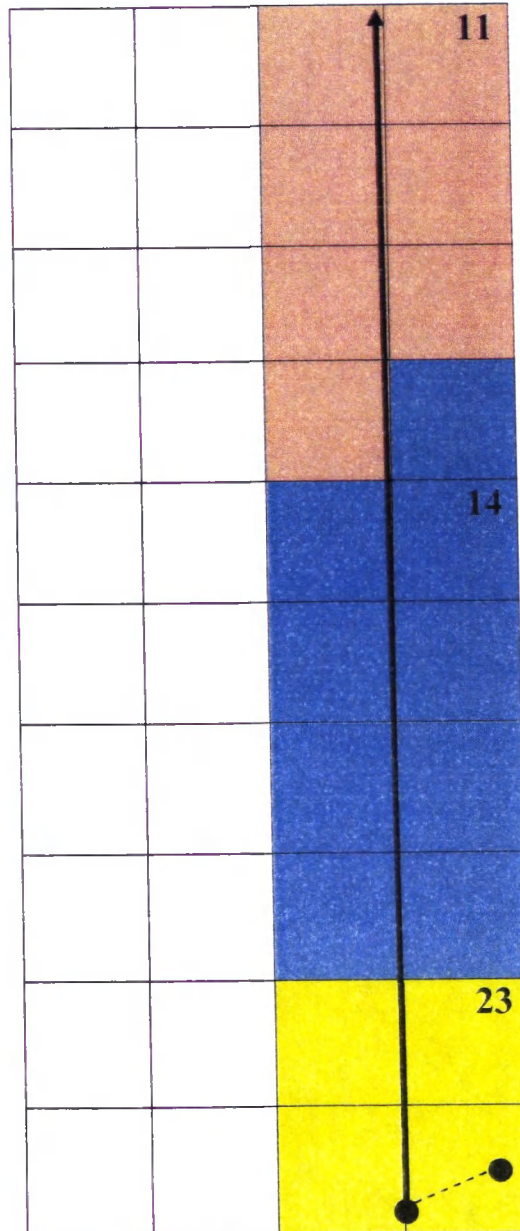
**Tract 1:**  
USA NMNM-66927  
(280.00 Acres)



**Tract 2:**  
USA NMNM-94118  
(360.00 Acres)



**Tract 2:**  
USA NMNM-100568  
(160.00 Acres)



Muskie 23-11 Fed Com 35H:  
SHL: 23-26S-34E: 371' FEL, 1,922' FNL  
BHL: 11-26S-34E: 1,320' FEL, 20' FNL

Muskie 23-11 Fed Com 35H



**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated September 1, 2022, covering 800 acres, being the E/2 of Sections 11 & 14 and the NE/4 of Section 23, 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 66927
Lease Date:	October 1, 1986
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 11: NE/4, NE/4 SE/4, W/2 SE/4
Number of Acres:	280.00
Current Lessee of Record:	EOG Resources Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	C.A. and Betty M. Dean Family LP Devon Energy Production Company, LP Franco-Nevada Texas LP Longpoint Minerals, LLC McMullen Minerald, LLC Oxy Y-1 Company Pegasus Resources, LLC Any Other Owners of Record

**Tract No. 2**

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> Section 11: SE/4 SE/4 Section 14: E/2
Number of Acres:	360.00
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%

Muskie 23-11 Fed Com 35H

ORRI Owners: Cornerstone Family Trust  
 Crownrock Minerals, LP  
 Lowe Partners, LP  
 C. Mark Wheeler  
 Paul R. Barwis C/O Dutton, Harris & Company  
 Jareed Partners, LTD  
 Chisos Minerals, LLC  
 Devon Energy Production Company, LP

**Tract No. 3**

Lease Serial Number: NMNM 100568  
 Lease Date: February 13, 1998  
 Lease Term: 10 Years  
 Lessor: United States of America  
 Description of Land Committed: Township 26 South, Range 34 East  
 Section 23: NE/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: Devon Energy Production Company, LP

**Recapitalization**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	280.00	35.00%
2	360.00	45.00%
3	160.00	20.00%
Total	800.00	100.00%

Muskie 23-11 Fed Com 35H





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

405 235 3611 Phone  
[www.devonenergy.com](http://www.devonenergy.com)

February 21, 2023

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

Re: Communitization Agreements  
Muskie 23-11 Fed Com 10H  
Muskie 23-11 Fed Com 35H  
Lea County, NM

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) 552-8101 or [Lorre.Youngblood@devon.com](mailto:Lorre.Youngblood@devon.com).

Very truly yours,

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

*Lorre Youngblood*

Lorre Youngblood  
Land Analysis Advisor

Enclosures

ORIGIN ID:OKCA (405) 552-8101  
LORRE YOUNGBLOODSHIP DATE: 21FEB23  
ACTWGT: 0.50 LB  
CAD: 103493122/NET4580333 WEST SHERIDAN AVENUE  
OKDEC 41.526  
OKLAHOMA CITY, OK 73102  
UNITED STATES US

BILL SENDER

TO **JORDAN YAWN**  
**BLM**  
**301 DINOSAUR TRAIL**

581J1/B02/FE2D

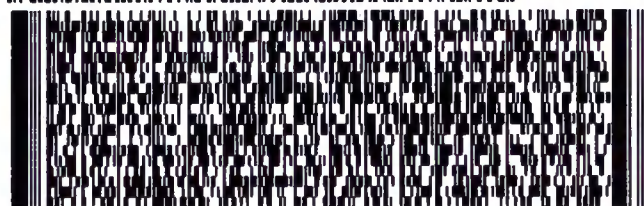
**SANTA FE NM 87508**

(405) 552-8101

REF: 9001002216

INV.  
PO:

DEPT:

FedEx  
Express

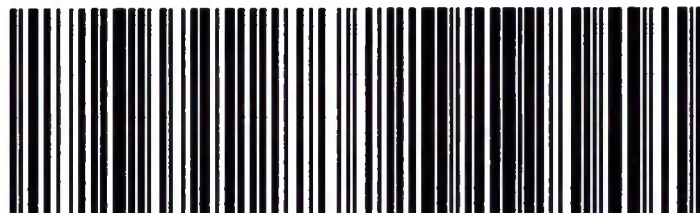
J216220116100

WED - 22 FEB 4:30P

STANDARD OVERNIGHT

TRK#  
0201

7713 6027 4780

**XX SAFA**87508  
NM-US ABQ**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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)

1-18-2023

Date

By: 

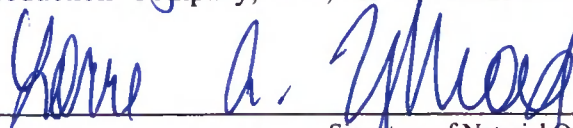
David M. Korell  
Land Manager

DAB

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on January 18, 2023, by David M. Korell, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

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

(Seal)



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

Muskie 23-11 Fed Com 35H

2284478

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of September 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 11: E/2 (320.00 acres)****Section 14: E/2 (320.00 acres)****Section 23: NE/4 (160.00 acres)****Lea County, New Mexico**

Containing **800.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Muskie 23-11 Fed Com 10H - E/2 Wolfcamp



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,

Muskie 23-11 Fed Com 10H – E/2 Wolfcamp

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, 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

Muskie 23-11 Fed Com 10H – E/2 Wolfcamp

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 September 1, 2022, embracing the E/2 of Sections 11 & 14 and the NE/4 of Section 23 of Township 26 South, Range 34 East, Lea County, New Mexico, in the Wolfcamp Formation

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

**Tract 1:**

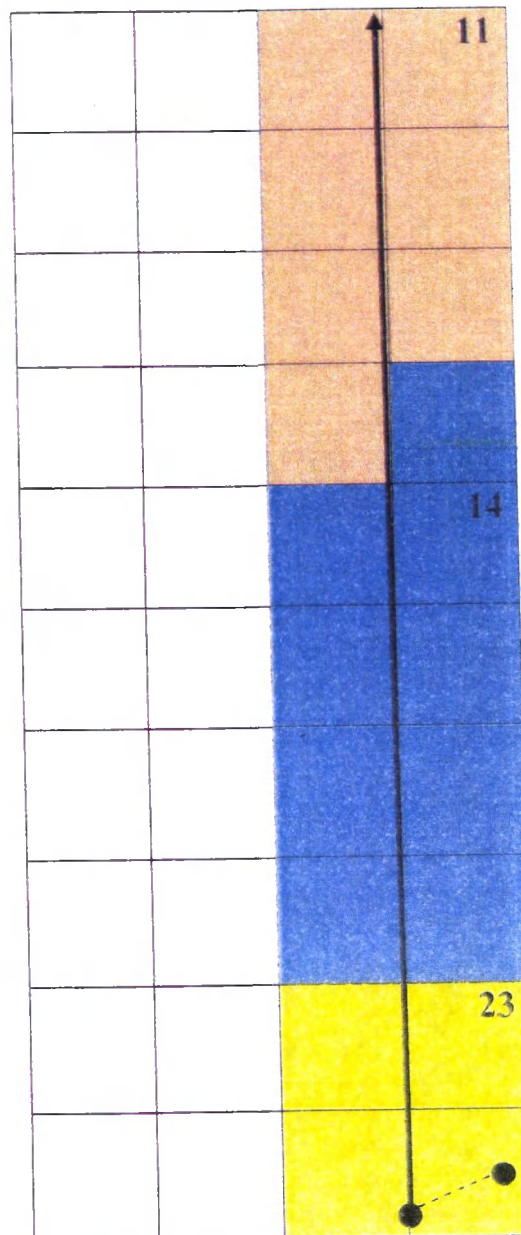
USA NMNM-66927  
(280.00 Acres)

**Tract 2:**

USA NMNM-94118  
(360.00 Acres)

**Tract 2:**

USA NMNM-100568  
(160.00 Acres)



Muskie 23-11 Fed Com 10H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated September 1, 2022, covering 800 acres, being the E/2 of Sections 11 & 14 and the NE/4 of Section 23, Township 26 South, Range 34 East, Lea County, New Mexico, in the Wolfcamp Formation

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

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

Lease Serial Number:	NMNM 66927
Lease Date:	October 1, 1986
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 11: NE/4, NE/4 SE/4, W/2 SE/4
Number of Acres:	280.00
Current Lessee of Record:	EOG Resources Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	C.A. and Betty M. Dean Family LP Devon Energy Production Company, LP Franco-Nevada Texas LP Longpoint Minerals, LLC McMullen Minerald, LLC Oxy Y-1 Company Pegasus Resources, LLC Any Other Owners of Record

**Tract No. 2**

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> Section 11: SE/4 SE/4 Section 14: E/2
Number of Acres:	360.00
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%

Muskie 23-11 Fed Com 10H

ORRI Owners: Cornerstone Family Trust  
 Crownrock Minerals, LP  
 Lowe Partners, LP  
 C. Mark Wheeler  
 Paul R. Barwis C/O Dutton, Harris & Company  
 Jareed Partners, LTD  
 Chisos Minerals, LLC  
 Devon Energy Production Company, LP  
 Any Other Owners of Record

**Tract No. 3**

Lease Serial Number: NMNM 100568  
 Lease Date: February 13, 1998  
 Lease Term: 10 Years  
 Lessor: United States of America  
 Description of Land Committed: Township 26 South, Range 34 East  
 Section 23: NE/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: Devon Energy Production Company, LP

**Recapitalization**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	280.00	35.00%
2	360.00	45.00%
3	160.00	20.00%
Total	800.00	100.00%

Muskie 23-11 Fed Com 10H

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)

1-18-2023

Date

By: 

David M. Korell  
Land Manager *DE*

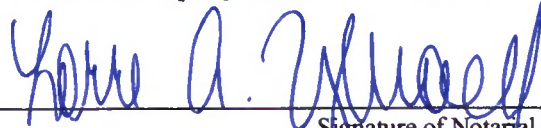
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

This instrument was acknowledged before me on January 18, 2023, 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: \_\_\_\_\_

Muskie 23-11 Fed Com 10H

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

2/14/23  
Date

By: [Signature]Name: BEN J. WILSONTitle: ATTORNEY-IN-FACT

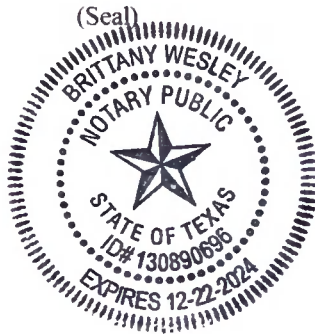
## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

This instrument was acknowledged before me on February 14, 2023 by Ben J. Wilson, as Attorney-in-Fact of Chevron U.S.A. Inc., an Pennsylvania corporation on behalf of said corporation.

Brittany Wesley  
Signature of Notarial Officer

My Commission Expires: 12-22-2024



Muskie 23-11 Fed Com 10H



EOG Resources Inc.  
(Record Title Owner – NMNM 66927)

1/25/23  
Date

By: [Signature]

Name: Matthew W Smith

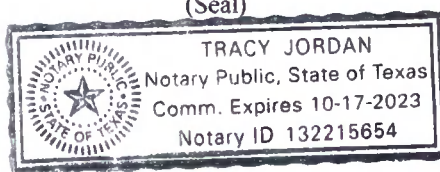
Title: Agent + Attorney-in-Fact  
BT

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
 ) SS  
COUNTY OF Midland )

This instrument was acknowledged before me on January 25, 2023 by Matthew W Smith, as Agent + Attorney-in-Fact of Chevron U.S.A. Inc., an  
EOG Resources Inc. Delaware Corporation, on behalf of said Corporation.

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



Muskie 23-11 Fed Com 10H



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

405 235 3611 Phone  
[www.devonenergy.com](http://www.devonenergy.com)

February 21, 2023

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

Re: Communitization Agreements  
Muskie 23-11 Fed Com 10H  
Muskie 23-11 Fed Com 35H  
Lea County, NM

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) 552-8101 or [Lorre.Youngblood@devon.com](mailto:Lorre.Youngblood@devon.com).

Very truly yours,

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

*Lorre Youngblood*

Lorre Youngblood  
Land Analysis Advisor

Enclosures

ORIGIN ID: OKCA (405) 552-8101  
LORRE YOUNGBLOODSHIP DATE: 21FEB23  
ACTWGT: 0.50 LB  
CAD: 103493122/INET4580333 WEST SHERIDAN AVENUE  
OKDEC 41.526  
OKLAHOMA CITY, OK 73102  
UNITED STATES US

BILL SENDER

TO JORDAN YAWN  
BLM  
301 DINOSAUR TRAIL

SANTA FE NM 87508

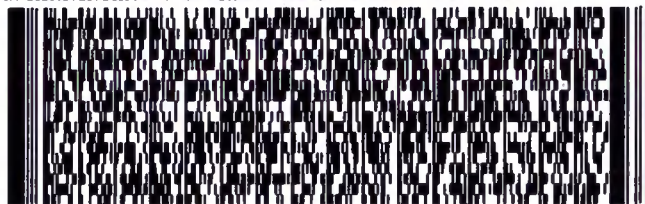
(405) 552-8101

REF: 9001002216

INV  
PO

DEPT:

581J118802FE2D

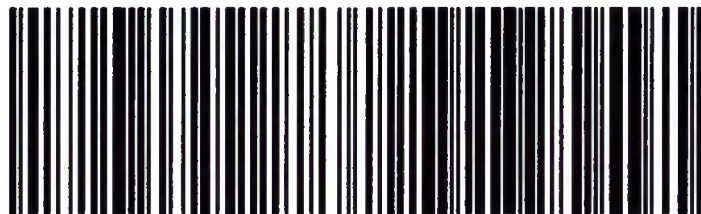
FedEx  
Express

J21022011101ur

WED - 22 FEB 4:30P  
STANDARD OVERNIGHTTRK#  
0201

7713 6027 4780

XX SAFA

87508  
NM-US ABQ

## After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



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)

1-18-2023

Date

By: 

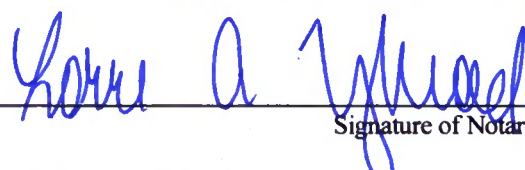
David M. Korell

Land Manager *DMS*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

This instrument was acknowledged before me on January 18, 2023, by David M. Korell, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Signature of Notarial Officer

(Seal)



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

Muskie 23-11 Fed Com 10H

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>30-025-47415</b>	Pool Code <b>96776</b>	Pool Name <b>JABALINA;WOLFCAMP, SOUTHWEST</b>
Property Code <b>328845</b>	Property Name <b>MUSKIE 23-11 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>3200.0'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	23	26-S	34-E		2264	NORTH	1786	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	11	26-S	34-E		20	NORTH	2640	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>800</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

MUSKIE 23-11 FED COM 5H  
EL: 3200.0'  
LAT:32.029921  
LON:103.437920  
N:375773.94  
E:818819.66

FIRST TAKE POINT  
2537' FNL 2640' FEL SEC. 23  
LAT:32.029174  
LON:103.440676  
N:375495.17  
E:817968.01

LAST TAKE POINT  
100' FNL 2640' FEL SEC. 11  
LAT:32.064916  
LON:103.440700  
N:388497.52  
E:817853.09

BOTTOM OF HOLE  
LAT:32.065136  
LON:103.440700  
N:388577.51  
E:817852.40

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

**OPERATOR CERTIFICATION**

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

Rebecca Deal 7/19/2021  
Signature Date

Rebecca Deal, Regulatory Specialist  
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.*

06/23/2021  
Date of Survey

Signature & Seal of Professional Surveyor

REV: 07/12/21  
Certificate No. 22404 B.L. LAMAN  
DRAWN BY: JP

Intent ☒ As Drilled ☐

API # 30-025-47415		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 5H

## Kick Off Point (KOP)

UL	Section 23	Township 26S	Range 34E	Lot	Feet 2588	From N/S FNL	Feet 2640	From E/W FEL	County LEA
Latitude 32.0289					Longitude -103.4408			NAD 83	

## First Take Point (FTP)

UL G	Section 23	Township 26-S	Range 34-E	Lot	Feet 2537	From N/S NORTH	Feet 2640	From E/W EAST	County LEA
Latitude 32.029174					Longitude 103.440676			NAD 83	

## Last Take Point (LTP)

UL B	Section 11	Township 26-S	Range 34-E	Lot	Feet 100	From N/S NORTH	Feet 2640	From E/W EAST	County LEA
Latitude 32.064916					Longitude 103.440700			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 # 30-025-47420		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 10H

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 30-025-47416	Pool Code 96776	Pool Name JABALINA;WOLFCAMP, SOUTHWEST
Property Code 328845	Property Name MUSKIE 23-11 FED COM	Well Number 6H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3199.9'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	23	26-S	34-E		2264	NORTH	1726	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	11	26-S	34-E		20	NORTH	2080	EAST	LEA
Dedicated Acres 800	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

MUSKIE 23-11 FED COM 6H

EL: 3199.9'  
LAT:32.029921  
LON:103.437727  
N:375774.34  
E:818879.66

FIRST TAKE POINT

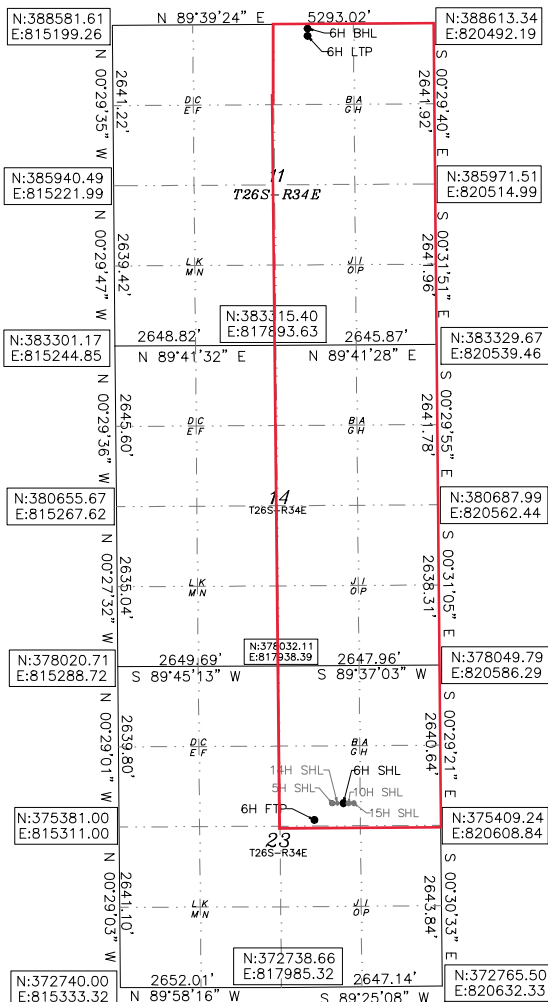
2538' FNL 2080' FEL SEC. 23  
LAT:32.029170  
LON:103.438869  
N:375498.15  
E:818528.00

LAST TAKE POINT

100' FNL 2080' FEL SEC. 11  
LAT:32.064912  
LON:103.438892  
N:388500.87  
E:818413.08

BOTTOM OF HOLE

LAT:32.065132  
LON:103.438892  
N:388580.87  
E:818412.39



**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: 7/20/2021

Printed Name: Rebecca Deal, Regulatory Specialist

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

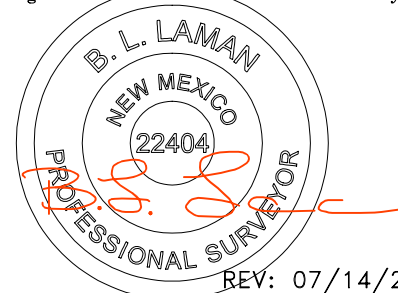
**SURVEYOR CERTIFICATION**

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.

01/27/2020

Date of Survey

Signature & Seal of Professional Surveyor



REV: 07/14/21

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

Intent ☒ As Drilled ☐

API # 30-025-47416		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 6H

## Kick Off Point (KOP)

UL	Section 23	Township 26S	Range 34E	Lot	Feet 2614	From N/S FNL	Feet 2080	From E/W FEL	County LEA
Latitude 32.0289					Longitude -103.4389			NAD 83	

## First Take Point (FTP)

UL G	Section 23	Township 26-S	Range 34-E	Lot	Feet 2538	From N/S NORTH	Feet 2080	From E/W EAST	County LEA
Latitude 32.029170					Longitude 103.438869			NAD 83	

## Last Take Point (LTP)

UL B	Section 11	Township 26-S	Range 34-E	Lot	Feet 100	From N/S NORTH	Feet 2080	From E/W EAST	County LEA
Latitude 32.064912					Longitude 103.438892			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 # 30-025-47420		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 10H

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>30-025-47417</b>	Pool Code <b>96776</b>	Pool Name <b>JABALINA;WOLFCAMP,SOUTHWEST</b>
Property Code <b>328845</b>	Property Name <b>MUSKIE 23-11 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>3193.6'</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
H	23	26-S	34-E		1922	NORTH	341	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
A	11	26-S	34-E		20	NORTH	960	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>800</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

MUSKIE 23-11 FED COM 7H

EL: 3193.6'  
LAT:32.030855  
LON:103.433258  
N:376125.58  
E:820261.71

FIRST TAKE POINT

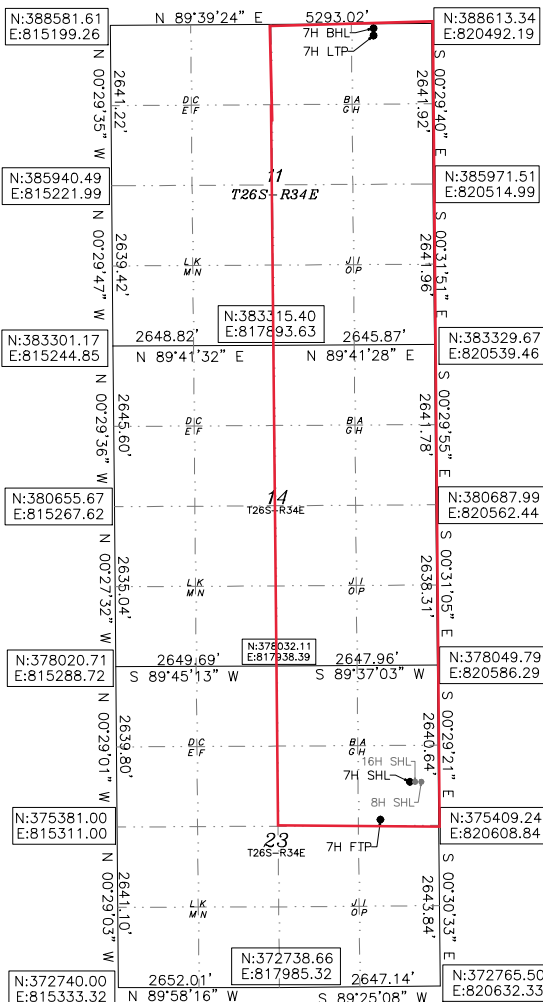
2539' FNL 960' FEL SEC. 23  
LAT:32.029161  
LON:103.435255  
N:375504.12  
E:819647.99

LAST TAKE POINT

100' FNL 960' FEL SEC. 11  
LAT:32.064905  
LON:103.435277  
N:388507.59  
E:819533.06

BOTTOM OF HOLE

LAT:32.065125  
LON:103.435277  
N:388587.58  
E:819532.37



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

**OPERATOR CERTIFICATION**

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

*Rebecca Deal*  
Signature

7/20/2021  
Date

Rebecca Deal, Regulatory Specialist

Printed Name

rebecca.deal@dmn.com

E-mail Address

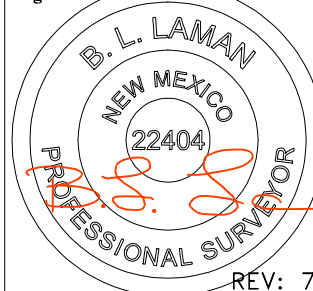
**SURVEYOR CERTIFICATION**

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.

06/23/2021

Date of Survey

Signature & Seal of Professional Surveyor



REV: 7/14/21

Certificate No. 22404

B.L. LAMAN

DRAWN BY: CM

Intent ☒ As Drilled ☐

API # 30-025-47417		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 7H

## Kick Off Point (KOP)

UL	Section 23	Township 26S	Range 34E	Lot	Feet 2599	From N/S FNL	Feet 960	From E/W FEL	County LEA
Latitude 32.0289					Longitude -103.4353			NAD 83	

## First Take Point (FTP)

UL H	Section 23	Township 26-S	Range 34-E	Lot	Feet 2539	From N/S NORTH	Feet 960	From E/W EAST	County LEA
Latitude 32.029161					Longitude 103.435255			NAD 83	

## Last Take Point (LTP)

UL A	Section 11	Township 26-S	Range 34-E	Lot	Feet 100	From N/S NORTH	Feet 960	From E/W EAST	County LEA
Latitude 32.064905					Longitude 103.435277			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 # 30-025-47420		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 10H

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>30-025-47418</b>	Pool Code <b>96776</b>	Pool Name <b>JABALINA;WOLFCAMP, SOUTHWEST</b>
Property Code <b>328845</b>	Property Name <b>MUSKIE 23-11 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>3193.7'</b>

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	23	26-S	34-E		1922	NORTH	281	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
A	11	26-S	34-E		20	NORTH	400	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
800			

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

MUSKIE 23-11 FED COM 8H

EL: 3193.7'  
LAT:32.030855  
LON:103.433064  
N:376126.00  
E:820321.67

FIRST TAKE POINT

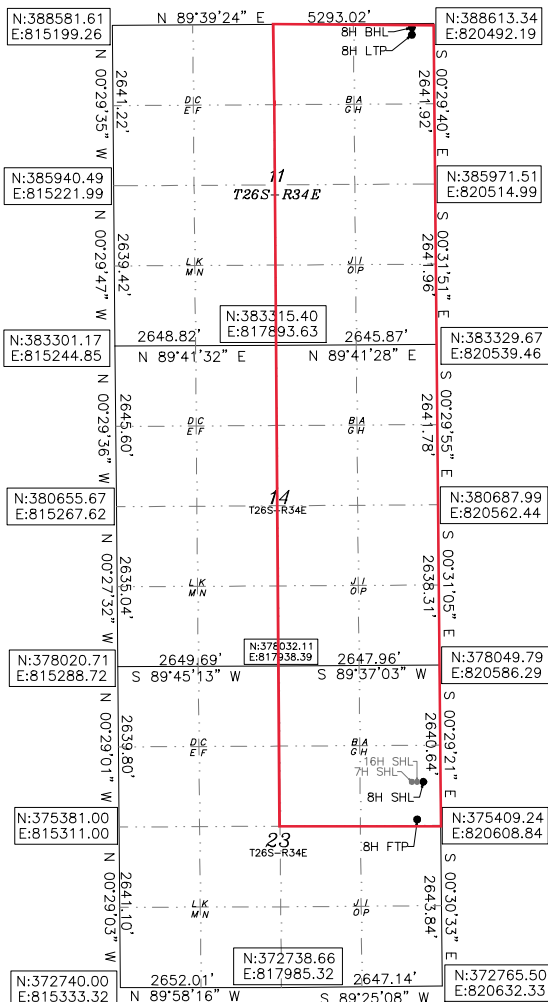
2540' FNL 400' FEL SEC. 23  
LAT:32.029156  
LON:103.433448  
N:375507.11  
E:820207.99

LAST TAKE POINT

100' FNL 400' FEL SEC. 11  
LAT:32.064902  
LON:103.433469  
N:388510.94  
E:820093.05

BOTTOM OF HOLE

LAT:32.065122  
LON:103.433469  
N:388590.94  
E:820092.36



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

**OPERATOR CERTIFICATION**

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

*Rebecca Deal*  
Signature

7/20/2021  
Date

Rebecca Deal, Regulatory Specialist  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

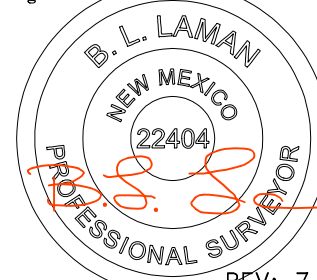
**SURVEYOR CERTIFICATION**

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.

06/23/2021

Date of Survey

Signature & Seal of Professional Surveyor



REV: 7/14/21

Certificate No. 22404 B.L. LAMAN

DRAWN BY: JP

Intent ☒ As Drilled ☐

API # 30-025-47418		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 8H

## Kick Off Point (KOP)

UL	Section 23	Township 26S	Range 34E	Lot	Feet 2593	From N/S FNL	Feet 400	From E/W FEL	County LEA
Latitude 32.0289					Longitude -103.4335			NAD 83	

## First Take Point (FTP)

UL H	Section 23	Township 26-S	Range 34-E	Lot	Feet 2540	From N/S NORTH	Feet 400	From E/W EAST	County LEA
Latitude 32.029156					Longitude 103.433448			NAD 83	

## Last Take Point (LTP)

UL A	Section 11	Township 26-S	Range 34-E	Lot	Feet 100	From N/S NORTH	Feet 400	From E/W EAST	County LEA
Latitude 32.064902					Longitude 103.433469			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 # 30-025-47420		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 10H

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>30-025-47420</b>	Pool Code <b>96776</b>	Pool Name <b>JABALINA;WOLFCAMP, SOUTHWEST</b>
Property Code <b>328845</b>	Property Name <b>MUSKIE 23-11 FED COM</b>	Well Number <b>10H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3199.2'</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
G	23	26-S	34-E		2264	NORTH	1696	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	11	26-S	34-E		20	NORTH	1520	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>800</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

MUSKIE 23-11 FED COM 10H

EL: 3199.2'  
LAT:32.029921  
LON:103.437630  
N:375774.54  
E:818909.66

FIRST TAKE POINT

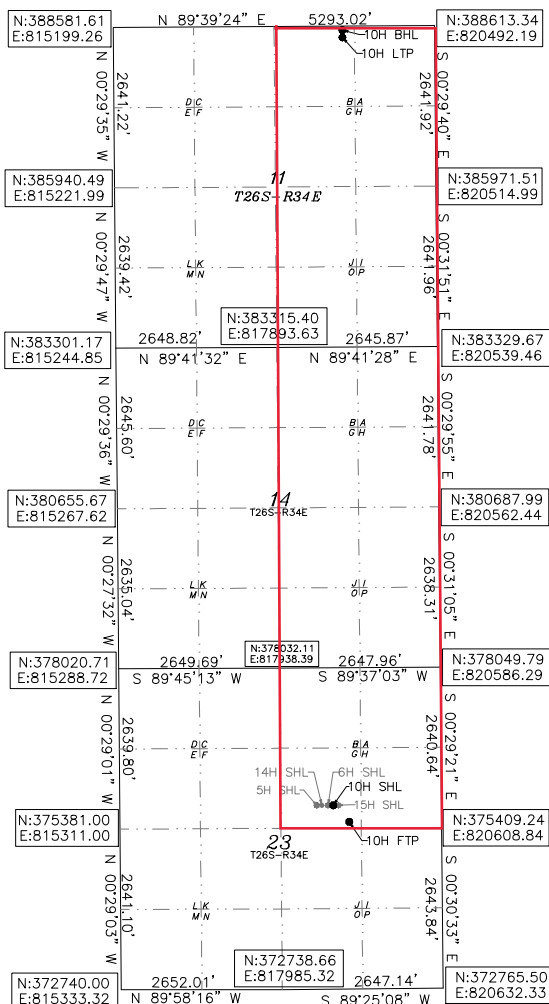
2539' FNL 1520' FEL SEC. 23  
LAT:32.029165  
LON:103.437062  
N:375501.14  
E:819088.00

LAST TAKE POINT

100' FNL 1520' FEL SEC. 11  
LAT:32.064909  
LON:103.437084  
N:388504.23  
E:818973.07

BOTTOM OF HOLE

LAT:32.065129  
LON:103.437084  
N:388584.23  
E:818972.38



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

**OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 7/20/2021

Printed Name: Rebecca Deal, Regulatory Specialist

E-mail Address: rebecca.deal@dvn.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.

01/27/2020

Date of Survey

Signature & Seal of Professional Surveyor

REV: 7/14/21

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



Intent ☒ As Drilled ☐

API # 30-025-47420		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 10H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	26S	34E		2591	FNL	1520	FEL	LEA
Latitude 32.0289					Longitude -103.4371				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	23	26-S	34-E		2539	NORTH	1520	EAST	LEA
Latitude 32.029165					Longitude 103.437062				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	11	26-S	34-E		100	NORTH	1520	EAST	LEA
Latitude 32.064909					Longitude 103.437084				NAD 83

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

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

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

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

☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code 96661	Pool Name HARDIN TANK; BONE SPRING
Property Code	Property Name MUSKIE 23-11 FED COM	Well Number 14H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3201.0'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	23	26-S	34-E		2264	NORTH	1756	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	11	26-S	34-E		20	NORTH	2200	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
800			

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

MUSKIE 23-11 FED COM 14H

EL: 3201.0'  
LAT:32.029921  
LON:103.437823  
N:375774.14  
E:818849.66

FIRST TAKE POINT

2538' FNL 2200' FEL SEC. 23  
LAT:32.029171  
LON:103.439256  
N:375497.51  
E:818408.00

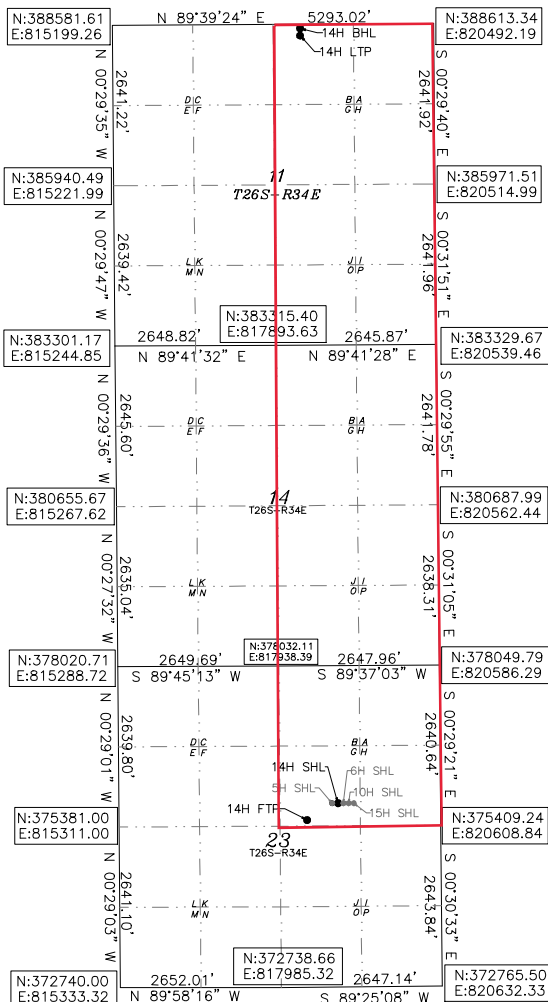
LAST TAKE POINT

100' FNL 2200' FEL SEC. 11  
LAT:32.064913  
LON:103.439279  
N:388500.15  
E:818293.08

BOTTOM OF HOLE

LAT:32.065133  
LON:103.439279  
N:388580.15  
E:818292.39

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



**OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 6/30/2021

Printed Name: Rebecca Deal, Regulatory Analyst

rebecca.deal@dvn.com

E-mail Address

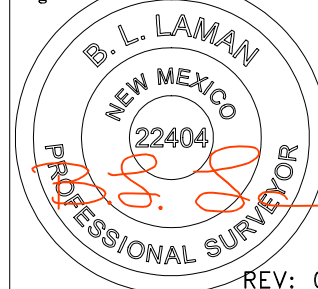
**SURVEYOR CERTIFICATION**

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.

01/27/2020

Date of Survey

Signature & Seal of Professional Surveyor



REV: 07/12/21

Certificate No. 22404

B.L. LAMAN

DRAWN BY: CM

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 14H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	26S	34E		2608	FNL	2200	FEL	LEA
Latitude 32.0289					Longitude -103.4393				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	23	26-S	34-E		2538	NORTH	2200	EAST	LEA
Latitude 32.029171					Longitude 103.439256				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	11	26-S	34-E		100	NORTH	2200	EAST	LEA
Latitude 32.064913					Longitude 103.439279				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: MUSKIE 23-11 FED COM	Well Number 15H

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	Pool Code 96661	Pool Name HARDIN TANK; BONE SPRING
Property Code	Property Name MUSKIE 23-11 FED COM	Well Number 16H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3193.4'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	23	26-S	34-E		1922	NORTH	311	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
A	11	26-S	34-E		20	NORTH	440	EAST	LEA

Dedicated Acres 800	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

MUSKIE 23-11 FED COM 16H

EL: 3193.4'  
LAT:32.030855  
LON:103.433161  
N:376125.78  
E:820291.71

FIRST TAKE POINT

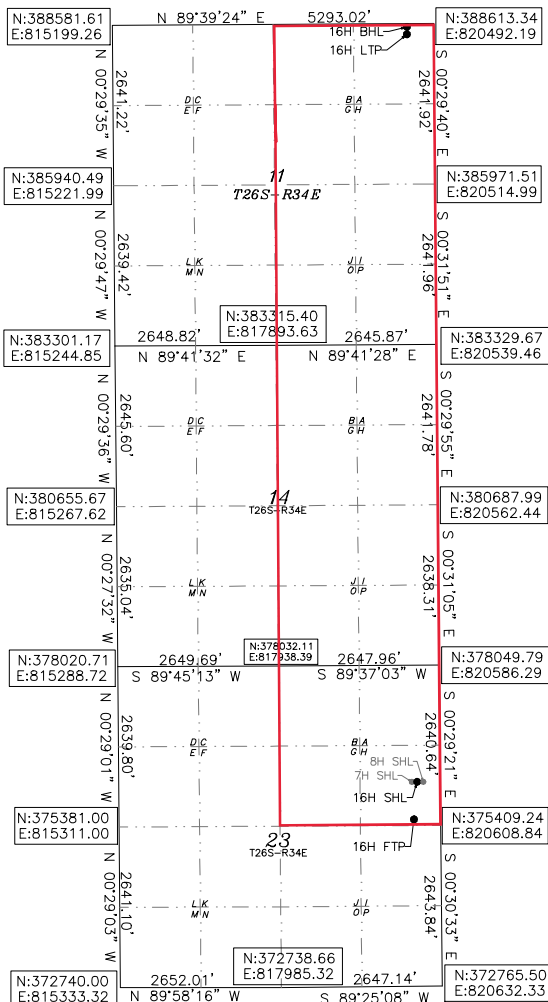
2540' FNL 440' FEL SEC. 23  
LAT:32.029156  
LON:103.433577  
N:375506.89  
E:820167.99

LAST TAKE POINT

100' FNL 440' FEL SEC. 11  
LAT:32.064902  
LON:103.433598  
N:388510.70  
E:820053.06

BOTTOM OF HOLE

LAT:32.065122  
LON:103.433598  
N:388590.70  
E:820052.36



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

**OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 6/30/2021

Printed Name: Rebecca Deal, Regulatory Analyst

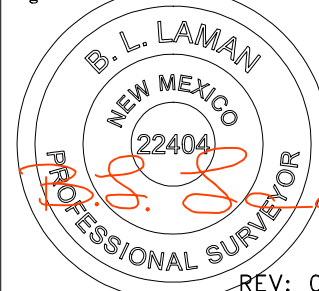
E-mail Address: rebecca.deal@dvn.com

**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.

Date of Survey: 06/23/2021

Signature & Seal of Professional Surveyor



REV: 07/12/21

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



Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 16H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	26S	34E		2615	FNL	440	FEL	LEA
Latitude 32.0289					Longitude -103.4337				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
H	23	26-S	34-E		2540	NORTH	440	EAST	LEA
Latitude 32.029156					Longitude 103.433577				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	11	26-S	34-E		100	NORTH	440	EAST	LEA
Latitude 32.064902					Longitude 103.433598				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: MUSKIE 23-11 FED COM	Well Number 15H

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	Pool Code	Pool Name
	96661	HARDIN TANK; BONE SPRING
Property Code	Property Name	Well Number
	MUSKIE 23-11 FED COM	35H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3193.6'

**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	23	26-S	34-E		1922	NORTH	371	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
A	11	26-S	34-E		20	NORTH	1320	EAST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						
800									

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

MUSKIE 23-11 FED COM 35H

EL: 3193.6'  
LAT:32.030855  
LON:103.433355  
N:376125.38  
E:820231.71

FIRST TAKE POINT

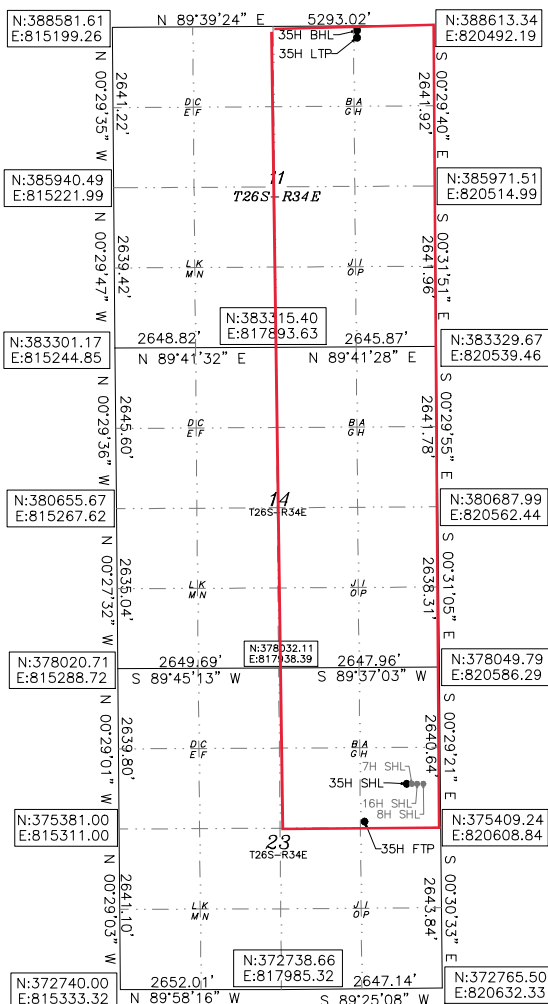
2539' FNL 1320' FEL SEC. 23  
LAT:32.029164  
LON:103.436416  
N:375502.20  
E:819288.00

LAST TAKE POINT

100' FNL 1320' FEL SEC. 11  
LAT:32.064907  
LON:103.436439  
N:388505.43  
E:819173.07

BOTTOM OF HOLE

LAT:32.065127  
LON:103.436439  
N:388585.43  
E:819172.38



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

**OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 10/21/2021

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.

10/19/2021

Date of Survey

Signature & Seal of Professional Surveyor

**B. L. LAMAN**  
NEW MEXICO  
22404  
PROFESSIONAL SURVEYOR  
10/19/21  
Certificate No. 22404 B.L. LAMAN  
DRAWN BY: CM

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: MUSKIE 23-11 FED COM	Well Number 35H

## Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	26S	34E		2604	FNL	1322	FEL	LEA
Latitude 32.0289					Longitude -103.4365				NAD 83

## First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
H	23	26-S	34-E		2539	NORTH	1320	EAST	LEA
Latitude 32.029164					Longitude 103.436416				NAD 83

## Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	11	26-S	34-E		100	NORTH	1320	EAST	LEA
Latitude 32.064907					Longitude 103.436439				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: Muskie 23-11 Fed Com	Well Number 15H

KZ 06/29/2018



Devon Energy Production Company LP 405 552 3316 Phone  
 333 West Sheridan Avenue www.devonenergy.com  
 Oklahoma City, OK 73102

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

April 5, 2023

**VIA EMAIL**

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

Ladies and Gentlemen:

**Re: Muskie 23-11 FED COM 14H, 16H, & 35H [Bone Springs]  
 Muskie 23-11 FED COM 5H, 6H, 7H, 8H, & 10H [Wolfcamp]**

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the [96776] JABALINA;WOLFCAMP, SOUTHWEST and the [96661] HARDIN TANK;BONE SPRING. Upon review of the title information and Devon's records, ownership in the wells listed below are all identical.

Well Name	API	Location	Pool
MUSKIE 23-11 FED COM 10H	30-025-47420	G-23-26S-34E - 2264 FNL & 1696 FEL	[96776] JABALINA; WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 14H	30-025-49663	G-23-26S-34E - 2264 FNL & 1756 FEL	[96661] HARDIN TANK; BONE SPRING
MUSKIE 23-11 FED COM 16H	30-025-49665	H-23-26S-34E - 1922 FNL & 311 FEL	[96661] HARDIN TANK; BONE SPRING
MUSKIE 23-11 FED COM 35H	30-025-50067	H-23-26S-34E - 1922 FNL & 371 FEL	[96661] HARDIN TANK; BONE SPRING
MUSKIE 23-11 FED COM 5H	30-025-47415	G-23-26S-34E - 2264 FNL & 1786 FEL	[96776] JABALINA; WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 6H	30-025-47416	G-23-26S-34E - 2264 FNL & 1726 FEL	[96776] JABALINA; WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 7H	30-025-47417	H-23-26S-34E - 1922 FNL & 341 FEL	[96776] JABALINA; WOLFCAMP, SOUTHWEST
MUSKIE 23-11 FED COM 8H	30-025-47418	H-23-26S-34E - 1922 FNL & 281 FEL	[96776] JABALINA; WOLFCAMP, SOUTHWEST

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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
MUSKIE 23-11	10H	3002547420	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	6H	3002547416	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	5H	3002547415	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	7H	3002547417	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	35H	3002550067	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	8H	3002547418	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	14H	3002549663	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	16H	3002549665	NMNM100568	NMNM100568	DEVON

### Notice of Intent

Sundry ID: 2725929

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 04/17/2023

Time Sundry Submitted: 10:23

Date proposed operation will begin: 04/17/2023

**Procedure Description:** 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, Devon Energy Production Company, LP is requesting approval for a Pool/Lease Commingle for the Muskie 23 CTB 5. Please see attached commingle application with supporting documentation.

### Surface Disturbance

Is any additional surface disturbance proposed?: No

### NOI Attachments

#### Procedure Description

Muskie\_23\_CTB\_5\_Submitted\_Commingling\_App\_BLM\_20230417084005.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 17, 2023 08:43 AM**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
MUSKIE 23-11	10H	3002547420	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	6H	3002547416	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	5H	3002547415	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	7H	3002547417	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	35H	3002550067	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	8H	3002547418	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	14H	3002549663	NMNM100568	NMNM100568	DEVON
MUSKIE 23-11	16H	3002549665	NMNM100568	NMNM100568	DEVON

#### Notice of Intent

**Sundry ID:** 2725929

**Type of Submission:** Notice of Intent

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

**Date Sundry Submitted:** 04/17/2023

**Time Sundry Submitted:** 10:23

**Date proposed operation will begin:** 04/17/2023

**Procedure Description:** 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, Devon Energy Production Company, LP is requesting approval for a Pool/Lease Commingle for the Muskie 23 CTB 5. Please see attached commingle application with supporting documentation.

#### Surface Disturbance

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

#### NOI Attachments

##### Procedure Description

Muskie\_23\_CTB\_5\_Submitted\_Commingling\_App\_BLM\_20230417084005.pdf

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

Surface\_Commingling\_COA\_20230615123330.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 17, 2023 08:43 AM**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:** 06/15/2023**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-1069**

**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. 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.



3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
9. 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.
10. 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.
11. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10(C)(4)(g) NMAC is denied.
12. 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.

13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. 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).
15. 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**



---

**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 1/9/2026

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-1069**

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

Central Tank Battery: **Muskie 23 Central Tank Battery 5**

Central Tank Battery Location: **UL A, Section 23, Township 26 South, Range 34 East**

Gas Title Transfer Meter Location: **UL A, Section 23, Township 26 South, Range 34 East**

### Pools

Pool Name	Pool Code
<b>HARDIN TANK;BONE SPRING</b>	<b>96661</b>
<b>JABALINA;WOLFCAMP, SOUTHWEST</b>	<b>96776</b>

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

Lease	UL or Q/Q	S-T-R
<b>CA Wolfcamp NMNM 105823718</b>	<b>E2</b>	<b>11-26S-34E</b>
	<b>E2</b>	<b>14-26S-34E</b>
	<b>NE4</b>	<b>23-26S-34E</b>
<b>CA Bone Spring NMNM 105823722</b>	<b>E2</b>	<b>11-26S-34E</b>
	<b>E2</b>	<b>14-26S-34E</b>
	<b>NE4</b>	<b>23-26S-34E</b>

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
<b>30-025-47420</b>	<b>MUSKIE 23 11 FEDERAL COM #010H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96776</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	
<b>30-025-47415</b>	<b>MUSKIE 23 11 FEDERAL COM #005H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96776</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	
<b>30-025-47416</b>	<b>MUSKIE 23 11 FEDERAL COM #006H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96776</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	
<b>30-025-47417</b>	<b>MUSKIE 23 11 FEDERAL COM #007H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96776</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	
<b>30-025-47418</b>	<b>MUSKIE 23 11 FEDERAL COM #008H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96776</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	
<b>30-025-49663</b>	<b>MUSKIE 23 11 FEDERAL COM #014H</b>	<b>E2</b>	<b>11-26S-34E</b>	<b>96661</b>
		<b>E2</b>	<b>14-26S-34E</b>	
		<b>NE4</b>	<b>23-26S-34E</b>	

30-025-49665	MUSKIE 23 11 FEDERAL COM #016H	E2	11-26S-34E	96661
		E2	14-26S-34E	
		NE4	23-26S-34E	
30-025-50067	MUSKIE 23 11 FEDERAL COM #035H	E2	11-26S-34E	96661
		E2	14-26S-34E	
		NE4	23-26S-34E	

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 208487

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 208487
	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> .	1/12/2026