

**BEFORE THE OIL CONSERVATION COMMISSION  
EXAMINER HEARING SEPTEMBER 05, 2019**

**CASE No. 20732**

***GREEN WAVE WELLS***

**LEA COUNTY, NEW MEXICO**



# Green Wave 20-32 Fed State Com Area

## Proposed Non-Standard Horizontal Spacing Unit

Section 20: S/2, Section 29: ALL, Section 32: ALL

T26S – R34E

1,264.64 Acres

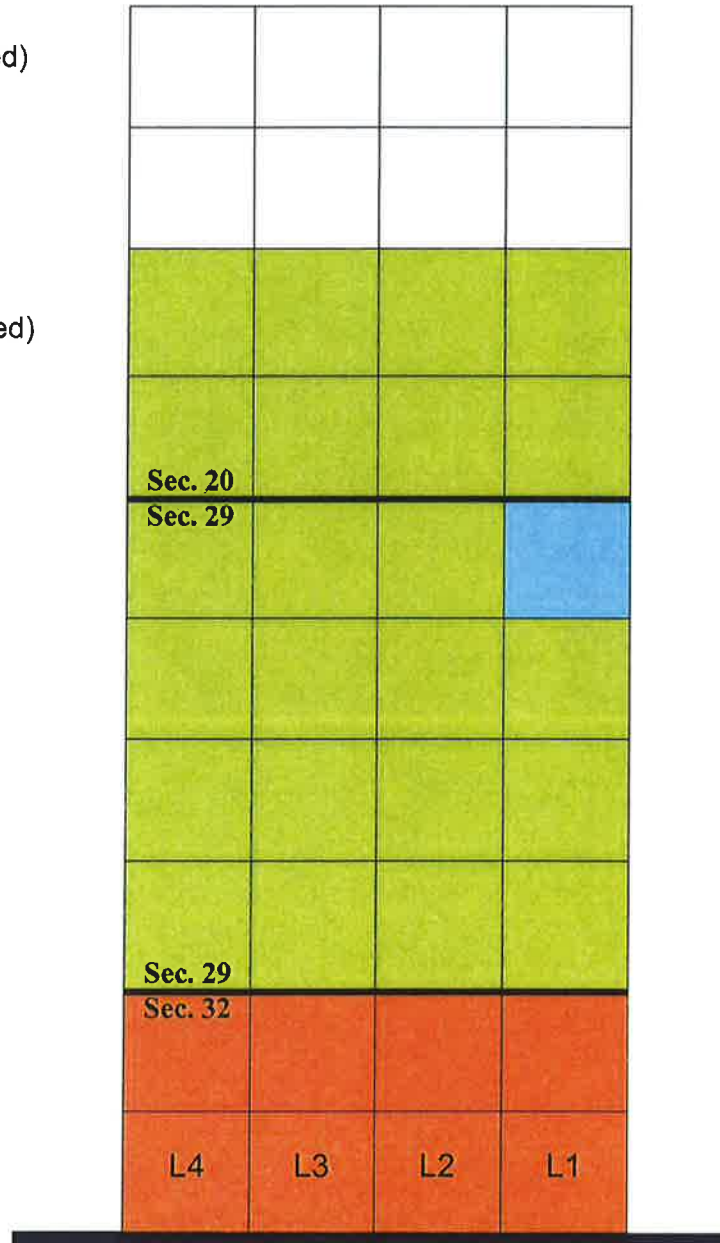
**Tract 1:**  
USA NM 114991 (Fed)



**Tract 2:**  
USA NM 110840 (Fed)



**Tract 3:**  
VB-2225-4 (State)



State of Texas

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Exhibit No. 1

Submitted by: Devon Energy Production

Hearing Date: September 05, 2019

Case No 20732

## Hammond, Joe

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**From:** Walls, Christopher <cwalls@blm.gov>  
**Sent:** Tuesday, May 14, 2019 10:50 AM  
**To:** Hammond, Joe; James Glover; Marjorie Dupre; Noell Sturdevant  
**Subject:** Re: [EXTERNAL] Normal CA's or Large CA's, New Mexico - Texas Line

Joe,  
It is possible to Commingle these tracts but it would be more equipment. Each producing area would need its own separator and Coriolis meter in order to commingle because the royalty factor is different. If you do the large CA for the BS and WC we would only need a request to pool commingle the BS and WC CAs. I copied Santa Fe because I want to make sure they agree. We would always prefer to do the bigger CA in this situation.

Chris

On Tue, May 14, 2019 at 6:51 AM Hammond, Joe <[Joe.Hammond@dvn.com](mailto:Joe.Hammond@dvn.com)> wrote:

Hello Chris, after we hung up yesterday, I had another question. You had indicated the BLM understands the issue with the different lot sizes located against the Texas line and will be more tolerant in allowing commingling with just a few tenths of an acre difference due to the lots.

Please see the plat below (S/2 Sec 20, Sec 29, Sec32) that reflects the current stand-up proposed standard horizontal spacing units for both Bone Spring and Wolfcamp. Is it possible to obtain commingling approval for all wells drilled within the 4 spacing units and not have to form the large CA and not have to apply for non-standard spacing units. In other words, we would be preparing the 4 standard com agreements for Bone Spring and 4 standard com agreements for Wolfcamp and commingle all production from the 8 CA's?

Your assistance in helping me understand the correct procedures is appreciated. Thanks, Joe H.

**Hammond, Joe**

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**From:** Khalsa, Niranjana <nkhalsa@slo.state.nm.us>  
**Sent:** Wednesday, May 15, 2019 10:07 AM  
**To:** Hammond, Joe  
**Subject:** RE: [EXTERNAL] Normal CA's or Large CA's, New Mexico - Texas Line

Good morning Joe,

As you know, comms must be the same size as the spacing unit of the well(s) to be drilled within the communitized area. If you permit your wells as comm wells for the full 1264.64 acres, I believe the new horizontal well rule will allow that without going to hearing – I believe a non-standard horizontal spacing unit can be approved administratively, but you may want to discuss that with the BLM/OCD to make sure. Please see NMAC 19.15.16.15 (B) (8), which I believe is the part of the rule that may apply here.

Thanks,  
Niranjana

Niranjana Khalsa  
Petroleum Specialist Supervisor/Geologist  
Oil, Gas & Minerals Division  
505-827-6628  
New Mexico State Land Office  
310 Old Santa Fe Trail  
Santa Fe, NM 87502  
or  
PO Box 1148  
Santa Fe, NM 87504-1148  
[nkhalsa@slo.state.nm.us](mailto:nkhalsa@slo.state.nm.us)  
[www.nmstatelands.org](http://www.nmstatelands.org)



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**From:** Hammond, Joe [mailto:Joe.Hammond@dvn.com]  
**Sent:** Tuesday, May 14, 2019 1:43 PM  
**To:** Khalsa, Niranjana <nkhalsa@slo.state.nm.us>  
**Subject:** FW: [EXTERNAL] Normal CA's or Large CA's, New Mexico - Texas Line

Good afternoon Niranjana,

I think I've seen past emails where you may have answered this question before, however, if I could request your time again it would be much appreciated.

Please see the plat at the bottom of the page. Devon has plans to drill multiple Bone Spring and Wolfcamp wells two miles in length.

The leases involved include Federal leases covering the S/2 Section 20 and all Section 29 and the State lease (VB-2225-0004) which covers irregular Section 32 that touches the Texas line.

In order drill multiple wells and commingle all wells the BLM is suggesting large CA's covering the entire area. I've included their email below also.

Would the State of New Mexico also concur to the large CA suggestion, it would be 1264.64 acres m/I?

If so, won't I have to apply to the NMOCD for a non-standard horizontal spacing unit to match the 1264.64 acre CA?

I want to make sure I know how to proceed and I'm a little confused over the issues, your opinion and assistance is truly appreciated. Thank you, Joe Hammond

Joe Hammond  
Land Advisor  
Devon Energy Corporation  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5010  
(405) 552-8102 Direct  
(405) 823-4791 Cell

The logo for Devon Energy, featuring the word "devon" in a lowercase, sans-serif font. Above the letter "v" is a stylized graphic consisting of three horizontal lines of increasing length, resembling a mountain range or a series of steps.

**From:** Walls, Christopher <cwalls@blm.gov>

**Sent:** Tuesday, May 14, 2019 10:50 AM

**To:** Hammond, Joe <Joe.Hammond@dvn.com>; James Glover <jglover@blm.gov>; Marjorie Dupre <mdupre@blm.gov>; Noell Sturdevant <nsturdev@blm.gov>

**Subject:** Re: [EXTERNAL] Normal CA's or Large CA's, New Mexico - Texas Line

Joe,  
It is possible to Commingle these tracts but it would be more equipment. Each producing area would need its own separator and Coriolis meter in order to commingle because the royalty factor is different. If you do the large CA for the BS and WC we would only need a request to pool commingle the BS and WC CAs. I copied Santa Fe because I want to make sure they agree. We would always prefer to do the bigger CA in this situation.

Chris

On Tue, May 14, 2019 at 6:51 AM Hammond, Joe <[Joe.Hammond@dvn.com](mailto:Joe.Hammond@dvn.com)> wrote:

Hello Chris, after we hung up yesterday, I had another question. You had indicated the BLM understands the issue with the different lot sizes located against the Texas line and will be more tolerant in allowing commingling with just a few tenths of an acre difference due to the lots.

# Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of January, 2019 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., Lea County, New Mexico.

Section 20: S/2

Section 29: All

Section 32: N/2 N/2 & Lots 1-4

Containing 1,264.64 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102. All matters of operations

shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of



Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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.

OPERATOR:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Nick Brock  
TITLE: Attorney-in-Fact

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

WORKING INTEREST OWNER:

**Chief Capital (O&G) II LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

**Acknowledgement in an Individual Capacity**

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared Nick Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Young ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas) §

COUNTY OF Dallas) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Chief Capital (O&G) II LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas) §

COUNTY OF Dallas) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

## EXHIBIT "A"

Plat of communitized area covering 1,264.64 acres in S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 of Section 32, T-26-S, R-34-E, N.M.P.M., Lea County, New Mexico, Bone Spring Formation, as written in Section 1 above.

### Green Wave 20-32 Fed State Com 17H

26S – 34E

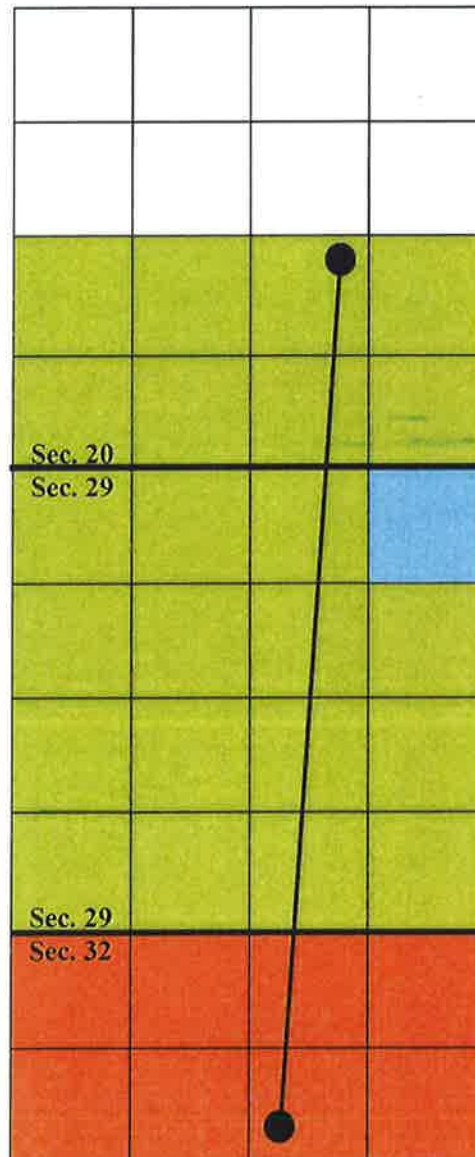
**Tract 1:**  
USA NM 114991



**Tract 2:**  
USA NM 110840



**Tract 3:**  
VB-2225-4



## EXHIBIT "B"

Attached to Communitization Agreement Dated **January 1, 2019**, embracing:  
S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 Section 32, T-26-S, R-34-E,  
N.M.P.M., Lea County, New Mexico

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

### TRACT NO. 1

Lease Serial No.: USA NMNM 114991  
Lease Date: effective December 1, 2005  
Lease Term: Ten (10) years  
Lessor: United States of America  
Lessee of Record: Devon Energy Production Company, L.P. & Chevron U.S.A. Inc.  
Description of Land Committed: Insofar only as said lease covers:  
Township 26 South, Range 34 East  
Section 20: S/2  
Section 29: SE/4NE/4, W/2E/2, W/2, E/2SE/4  
Number of Acres Committed: 920  
Royalty Rate: 1/8 on oil and gas  
WI Owner Name and Interest: Devon Energy Production Company, L.P. 50.000000%  
Chevron U.S.A. Inc. 50.000000%  
ORRI Owners: Of record

### TRACT NO. 2

Lease Serial No.: USA NMNM 110840  
Lease Date: effective September 1, 2003  
Lease Term: Ten (10) years  
Lessor: United States of America  
Lessee of Record: Echo Production, Inc.  
Description of Land Committed: Insofar only as said lease covers:  
Township 26 South, Range 34 East  
Section 29: NE/4NE/4  
Number of Acres Committed: 40  
Royalty Rate: 1/8 on oil and gas  
WI Owner Name and Interest: Devon Energy Production Company, LP 60.000000%  
Chevron U.S.A. Inc. 20.000000%  
The Allar Company 10.000000%  
Chief Capital (O&G) II LLC 10.000000%  
ORRI Owners: Of record

TRACT NO. 3	
Lease Serial No.:	VB 2225-0004
Lease Date:	effective December 1, 2012
Lease Term:	Five (5) years
Lessor:	State of New Mexico
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	<u>Township 26 South, Range 34 East</u> Section 32: N/2 N/2 & Lots 1-4
Number of Acres Committed:	304.64
Royalty Rate:	3/16 on oil and gas
WI Owner Name and Interest:	Devon Energy Production Company, L.P. 100.000000%
ORRI Owners:	Of record

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	920.00	72.748%
2	40.00	3.163%
3	<u>304.64</u>	<u>24.089%</u>
Total	1,264.64	100.000%

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

**WITNESSETH:**

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

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

Township 26 South, Range 34 East, N.M.P.M., Lea County, New Mexico.

Section 20: S.2

Section 29: All

Section 32: N 2 N.2 & Lots 1-4

containing 1,264.64 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the crude oil and associated natural gas (hereinafter referred to as "communitized substances") producible from such formation.



2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January Month 1<sup>st</sup> Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

OPERATOR:

Devon Energy Production Company, L.P.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

Chevron U.S.A. Inc.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Nick Brock  
TITLE: Attorney-in-Fact

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

WORKING INTEREST OWNER:

**Chief Capital (O&G) II LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

**Acknowledgement in an Individual Capacity**

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared Nick Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Young ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Chief Capital (O&G) II LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

## EXHIBIT "A"

Plat of communitized area covering 1,264.64 acres in S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 of Section 32, T-26-S, R-34-E, N.M.P.M., Lea County, New Mexico, Bone Spring Formation, as written in Section 1 above.

### Green Wave 20-32 Fed State Com 17H

26S – 34E

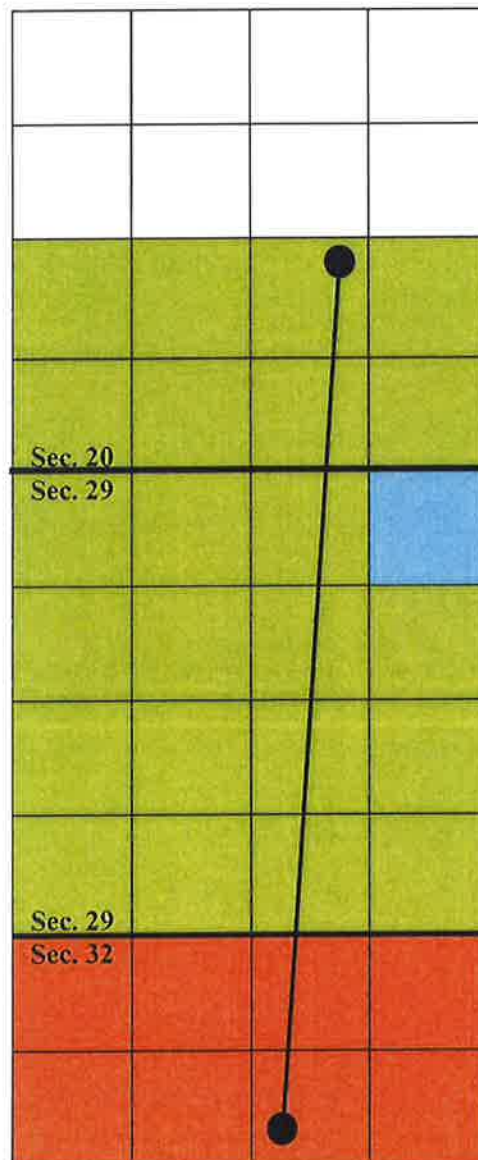
**Tract 1:**  
USA NM 114991



**Tract 2:**  
USA NM 110840



**Tract 3:**  
VB-2225-4



## EXHIBIT B

To Communitization Agreement Dated January 1, 2019, embracing:  
S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 Section 32, T-26-S, R-34-E,  
N.M.P.M., Lea County, New Mexico

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

### DESCRIPTION OF LEASES COMMITTED

#### TRACT NO. 1

Lease Serial No.:	USA NMNM 114991
Lease Date:	effective December 1, 2005
Lease Term:	Ten (10) years
Lessor:	United States of America
Original Lessee:	Chalfant Properties Inc.
Present Lessee:	Devon Energy Production Company, L.P. & Chevron U.S.A. Inc.
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 20: S/2 Section 29: SE/4NE/4, W/2E/2, W/2, E/2SE/4
Number of Acres Committed:	920
Royalty Rate:	1/8 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 50.000000% Chevron U.S.A. Inc. 50.000000%

#### TRACT NO. 2

Lease Serial No.:	USA NMNM 110840
Lease Date:	effective September 1, 2003
Lease Term:	Ten (10) years
Lessor:	United States of America
Original Lessee:	Echo Production, Inc.
Present Lessee:	Echo Production, Inc.
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 29: NE/4NE/4
Number of Acres Committed:	40
Royalty Rate:	1/8 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owners:	Devon Energy Production Company, LP 60.000000% Chevron U.S.A. Inc. 20.000000% The Allar Company 10.000000% Chief Capital (O&G) II LLC 10.000000%



TRACT NO. 3

Lease Serial No.:	VB 2225-0004
Lease Date:	effective December 1, 2012
Lease Term:	Five (5) years
Lessor:	State of New Mexico
Original Lessee:	Ronald Miles
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	<u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 32: N/2 N/2 & Lots 1-4
Number of Acres Committed:	304.64
Royalty Rate:	3/16 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owner:	Devon Energy Production Company, L.P. 100.000000%

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	920.00	72.748%
2	40.00	3.163%
3	<u>304.64</u>	<u>24.089%</u>
Total	1,264.64	100.000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of January, 2019 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., Lea County, New Mexico.

Section 20: S/2

Section 29: All

Section 32: N/2 N/2 & Lots 1-4

Containing 1,264.64 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102. All matters of operations

shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of

Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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.

OPERATOR:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Nick Brock  
TITLE: Attorney-in-Fact

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

WORKING INTEREST OWNER:

**Chief Capital (O&G) II LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

**Acknowledgement in an Individual Capacity**

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared Nick Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Young ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of January, 2019 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., Lea County, New Mexico.

Section 20: S/2

Section 29: All

Section 32: N/2 N/2 & Lots 1-4

Containing 1,264.64 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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.
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All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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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.
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OPERATOR:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Nick Brock  
TITLE: Attorney-in-Fact

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

WORKING INTEREST OWNER:

**Chief Capital (O&G) II LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME:  
TITLE:

**Acknowledgement in an Individual Capacity**

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared Nick Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Young ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Chief Capital (O&G) II LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

## EXHIBIT "A"

Plat of communitized area covering 1,264.64 acres in S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 of Section 32, T-26-S, R-34-E, N.M.P.M., Lea County, New Mexico, Wolfcamp Formation, as written in Section 1 above.

### Green Wave 20-32 Fed State Com 5H

26S – 34E

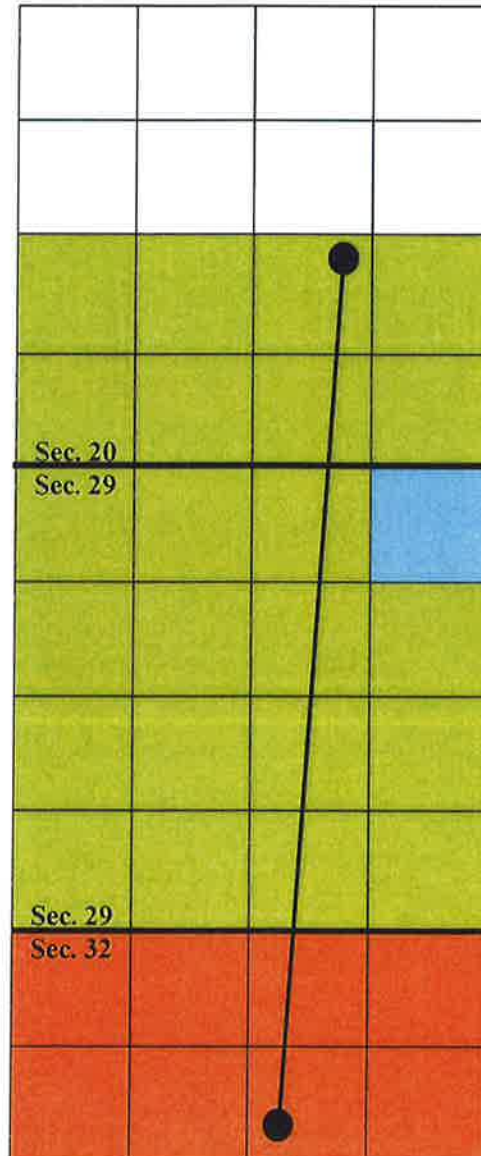
**Tract 1:**  
USA NM 114991



**Tract 2:**  
USA NM 110840



**Tract 3:**  
VB-2225-4



## EXHIBIT "B"

Attached to Communitization Agreement Dated January 1, 2019, embracing:  
S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 Section 32, T-26-S, R-34-E,  
N.M.P.M., Lea County, New Mexico

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

### TRACT NO. 1

Lease Serial No.: USA NMNM 114991  
Lease Date: effective December 1, 2005  
Lease Term: Ten (10) years  
Lessor: United States of America  
Lessee of Record: Devon Energy Production Company, L.P. & Chevron U.S.A. Inc.  
Description of Land Committed: Insofar only as said lease covers:  
Township 26 South, Range 34 East  
Section 20: S/2  
Section 29: SE/4NE/4, W/2E/2, W/2, E/2SE/4  
Number of Acres Committed: 920  
Royalty Rate: 1/8 on oil and gas  
WI Owner Name and Interest: Devon Energy Production Company, L.P. 50.000000%  
Chevron U.S.A. Inc. 50.000000%  
ORRI Owners: Of record

### TRACT NO. 2

Lease Serial No.: USA NMNM 110840  
Lease Date: effective September 1, 2003  
Lease Term: Ten (10) years  
Lessor: United States of America  
Lessee of Record: Echo Production, Inc.  
Description of Land Committed: Insofar only as said lease covers:  
Township 26 South, Range 34 East  
Section 29: NE/4NE/4  
Number of Acres Committed: 40  
Royalty Rate: 1/8 on oil and gas  
WI Owner Name and Interest: Devon Energy Production Company, LP 60.000000%  
Chevron U.S.A. Inc. 20.000000%  
The Allar Company 10.000000%  
Chief Capital (O&G) II LLC 10.000000%  
ORRI Owners: Of record

TRACT NO. 3	
Lease Serial No.:	VB 2225-0004
Lease Date:	effective December 1, 2012
Lease Term:	Five (5) years
Lessor:	State of New Mexico
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	<u>Township 26 South, Range 34 East</u> Section 32: N/2 N/2 & Lots 1-4
Number of Acres Committed:	304.64
Royalty Rate:	3/16 on oil and gas
WI Owner Name and Interest:	Devon Energy Production Company, L.P. 100.000000%
ORRI Owners:	Of record



## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	920.00	72.748%
2	40.00	3.163%
3	<u>304.64</u>	<u>24.089%</u>
Total	1,264.64	100.000%

ONLINE Version  
COMMUNITIZATION AGREEMENT

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

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

Township 26 South, Range 34 East, N.M.P.M., Lea County, New Mexico.

Section 20: S:2

Section 29: All

Section 32: N/2 N/2 & Lots 1-4

containing 1,264.64 acres, more or less, and this agreement shall include only the

Wolfcamp

Formation

underlying said lands and the crude oil and associated natural gas (hereinafter

referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January Month 1<sup>st</sup> Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

**OPERATOR:**

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

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Catherine Lebsack, Vice President

**WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:**

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

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** Nick Brock  
**TITLE:** Attorney-in-Fact

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

WORKING INTEREST OWNER:

**Chief Capital (O&G) II LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME:

TITLE:

**Acknowledgement in an Individual Capacity**

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared Nick Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Young ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Chief Capital (O&G) II LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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

STATE OF Texas ) §

COUNTY OF Dallas ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

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



## EXHIBIT "A"

Plat of communized area covering 1,264.64 acres in S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 of Section 32, T-26-S, R-34-E, N.M.P.M., Lea County, New Mexico, Wolfcamp Formation, as written in Section 1 above.

### Green Wave 20-32 Fed State Com 5H

26S – 34E

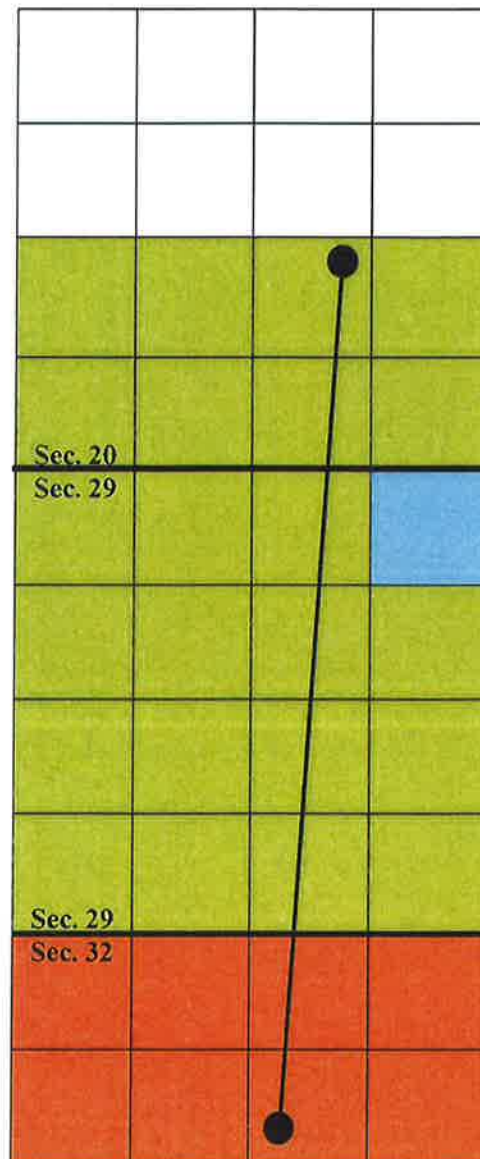
**Tract 1:**  
USA NM 114991



**Tract 2:**  
USA NM 110840



**Tract 3:**  
VB-2225-4



## EXHIBIT B

To Communitization Agreement Dated **January 1, 2019**, embracing:  
S/2 Section 20, All of Section 29, and N/2 N/2 & Lots 1-4 Section 32, T-26-S, R-34-E,  
N.M.P.M., Lea County, New Mexico

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

### DESCRIPTION OF LEASES COMMITTED

#### TRACT NO. 1

Lease Serial No.:	USA NMNM 114991
Lease Date:	effective December 1, 2005
Lease Term:	Ten (10) years
Lessor:	United States of America
Original Lessee:	Chalfant Properties Inc.
Present Lessee:	Devon Energy Production Company, L.P. & Chevron U.S.A. Inc.
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 20: S/2 Section 29: SE/4NE/4, W/2E/2, W/2, E/2SE/4
Number of Acres Committed:	920
Royalty Rate:	1/8 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 50.000000% Chevron U.S.A. Inc. 50.000000%

#### TRACT NO. 2

Lease Serial No.:	USA NMNM 110840
Lease Date:	effective September 1, 2003
Lease Term:	Ten (10) years
Lessor:	United States of America
Original Lessee:	Echo Production, Inc.
Present Lessee:	Echo Production, Inc.
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 29: NE/4NE/4
Number of Acres Committed:	40
Royalty Rate:	1/8 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owners:	Devon Energy Production Company, LP 60.000000% Chevron U.S.A. Inc. 20.000000% The Allar Company 10.000000% Chief Capital (O&G) II LLC 10.000000%

TRACT NO. 3

Lease Serial No.:	VB 2225-0004
Lease Date:	effective December 1, 2012
Lease Term:	Five (5) years
Lessor:	State of New Mexico
Original Lessee:	Ronald Miles
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	<u>Township 26 South, Range 34 East, N.M.P.M.</u> Section 32: N/2 N/2 & Lots 1-4
Number of Acres Committed:	304.64
Royalty Rate:	3/16 on oil and gas
Name and Percent ORRI Owners:	Of record
Name and Percent WI Owner:	Devon Energy Production Company, L.P. 100.000000%

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	920.00	72.748%
2	40.00	3.163%
3	<u>304.64</u>	<u>24.089%</u>
Total	1,264.64	100.000%

Green Wave 20-32 Fed State Com Area  
Section 20: S/2, Section 29: ALL, Section 32: ALL

T26S – R34E

1,264.64 Acres

Wolfcamp Development  
Bobcat Draw Upr Wolfcamp (98094)

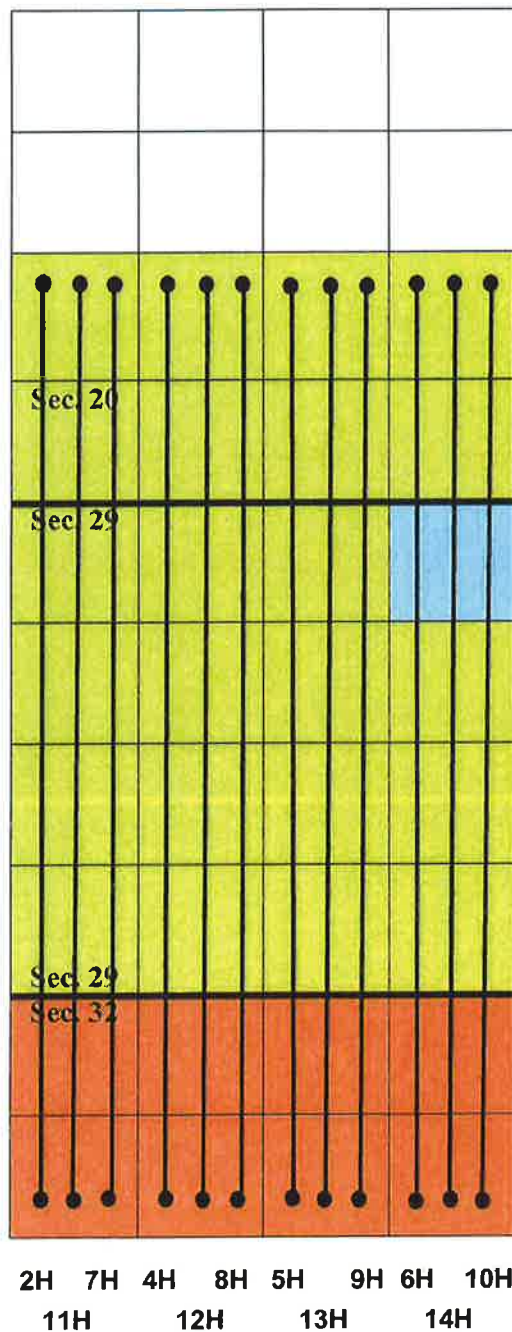
**Tract 1:**  
USA NM 114991 (Fed)



**Tract 2:**  
USA NM 110840 (Fed)



**Tract 3:**  
VB-2225-4 (State)



District I  
10-25 N. French Dr., Hobbs, NM 88240  
Phone: (505) 346-1400 Fax: (505) 346-1401  
District II  
501 S. First St., Artesia, NM 88201  
Phone: (505) 346-1401 Fax: (505) 346-1402  
District III  
1600 Rio Bravo Road, Aztec, NM 87410  
Phone: (505) 346-1401 Fax: (505) 346-1402  
District IV  
1221 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 346-1401 Fax: (505) 346-1402

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

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

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-44594</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW UPR WOLFCAMP</b>
Property Code <b>317795</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>2H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3355.0</b>

**Surface Location**

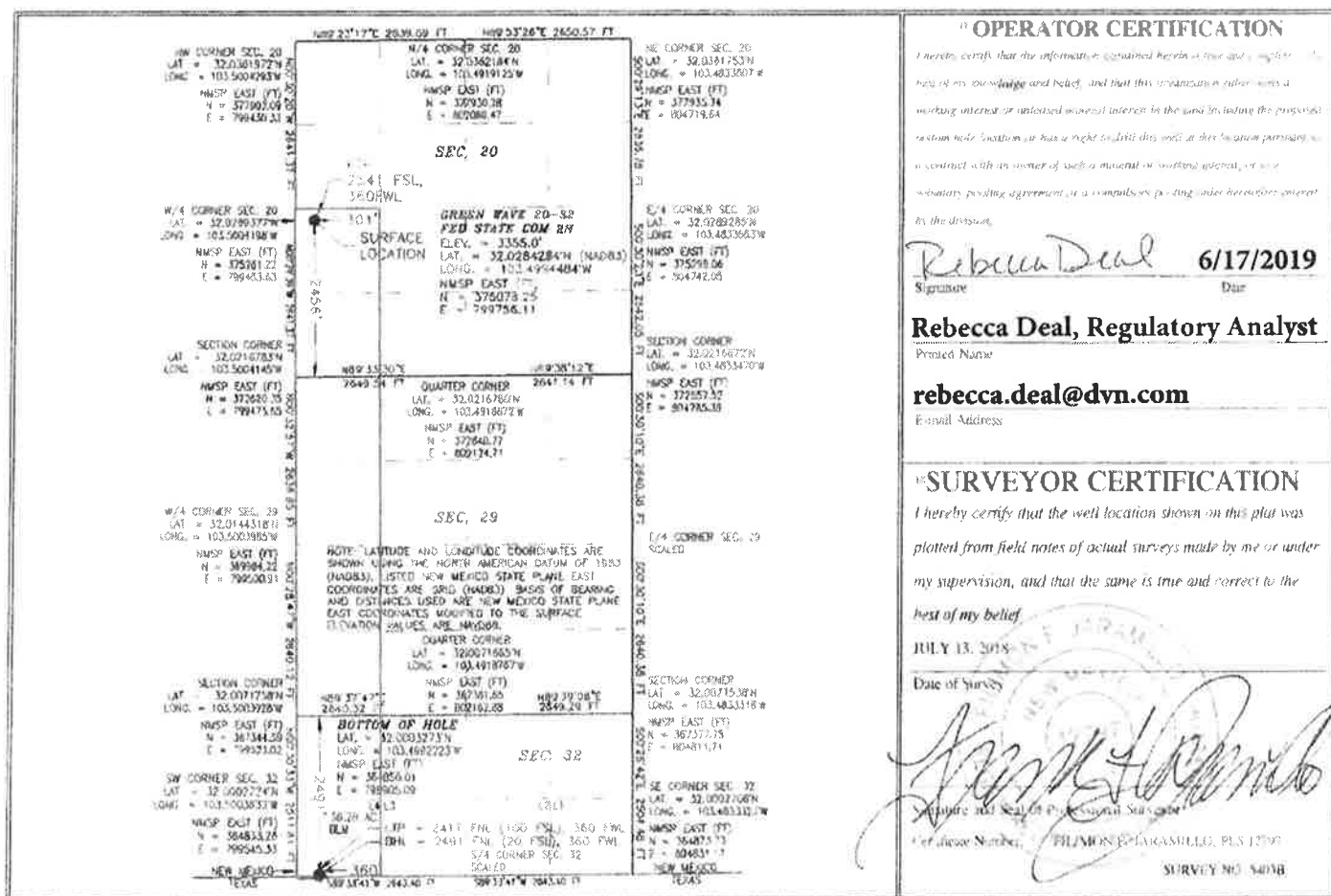
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>		<b>2456</b>	<b>SOUTH</b>	<b>301</b>	<b>WEST</b>	<b>LEA</b>

**Bottom Hole Location If Different From Surface**

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>4</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>		<b>2491</b>	<b>NORTH</b>	<b>360</b>	<b>WEST</b>	<b>LEA</b>

Dedicated Acres <b>316.28</b>	Joint or Infill	Consolidation Code	Order No.
----------------------------------	-----------------	--------------------	-----------

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



HOBBS OCD

State of New Mexico

MAY 30 2019

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

## 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) 748-1263 Fax: (575) 748-9720

## District III

1000 Rio Brazos Road, Artesia, 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

Energy, Minerals &amp; Natural Resources Department

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.

Santa Fe, NM 87505

## WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-025-460 46</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW UPR WOLFCAMP</b>
Property Code <b>30884 317795</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>4H</b>
GRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3349.0</b>

## Surface Location

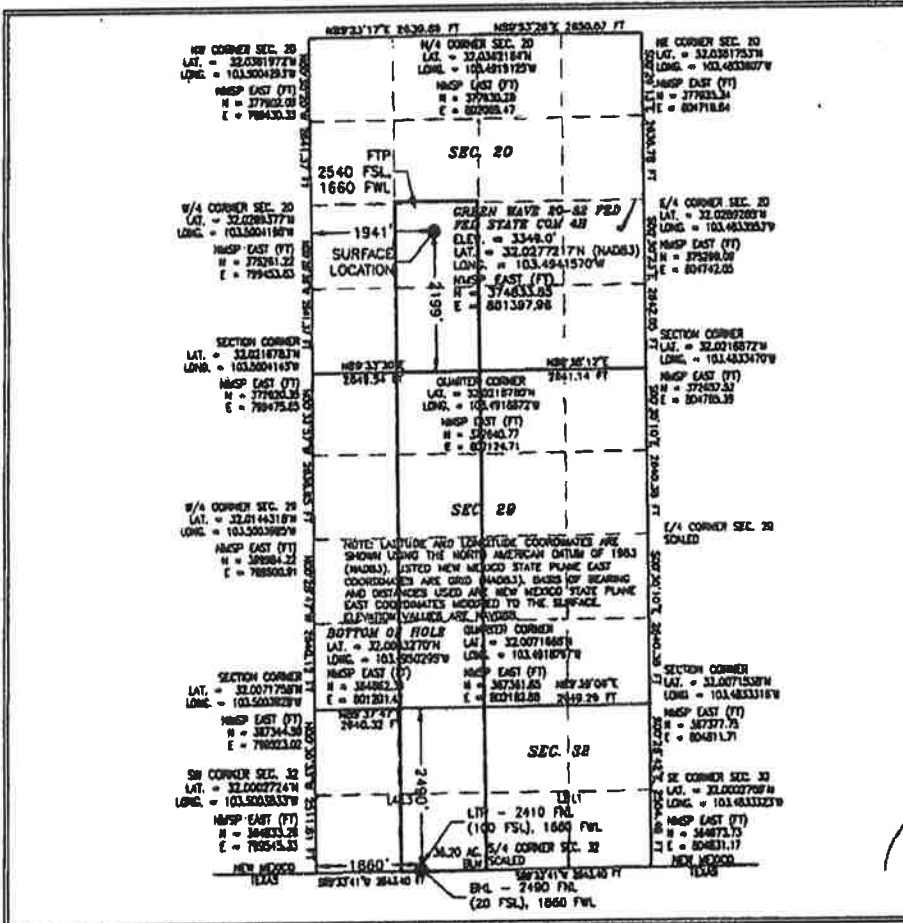
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>K</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>K</b>	<b>2199</b>	<b>SOUTH</b>	<b>1941</b>	<b>WEST</b>	<b>LEA</b>

## Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>3 F</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>3</b>	<b>2490</b>	<b>NORTH</b>	<b>1660</b>	<b>WEST</b>	<b>LEA</b>

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>316.2</b>			

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



## " OPERATOR CERTIFICATION

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

*Rebecca Deal* 10/15/2018  
Signature Date

**Rebecca Deal, Regulatory Analyst**  
Printed Name

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

## " SURVEYOR CERTIFICATION

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

**JULY 30, 2019**  
Date of Survey

**NEW MEXICO**  
12797

*[Signature]*  
Signature and Seal of Professional Surveyor

Certificate Number: **PLS 12797**

**SURVEY NO. 6403A**

District I  
 1625 N. French Dr., Hobbs, NM 88240  
 Phone: (575) 393-6161 Fax: (575) 391-0750  
 District II  
 811 S. First St., Artesia, NM 88210  
 Phone: (575) 748-1283 Fax: (575) 748-9730  
 District III  
 1000 Rio Brazos Road, Aztec, NM 87410  
 Phone: (505) 334-6178 Fax: (505) 334-6170  
 District IV  
 1220 S. St. Francis Dr., Santa Fe, NM 87505  
 Phone: (505) 476-1460 Fax: (505) 476-3462

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>70-024-46047</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW UPR WOLFCAMP</b>
Property Code <b>30884-77795</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>5H</b>
OGRM No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3354.0</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>J</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>J</b>	<b>2381</b>	<b>SOUTH</b>	<b>1704</b>	<b>EAST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>2</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>G</b>	<b>2488</b>	<b>NORTH</b>	<b>2300</b>	<b>EAST</b>	<b>LEA</b>

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
<b>316.12</b>			

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

**" OPERATOR CERTIFICATION**

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

*Rebecca Deal* 10/15/2018  
 Signature Date  
**Rebecca Deal, Regulatory Analyst**  
 Printed Name  
**rebecca.deal@dvn.com**  
 E-mail Address

**"SURVEYOR CERTIFICATION**

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

JULY 17, 2018  
 Date of Survey  
**FALMON F. JARAMILLO**  
 Signature and Seal of Professional Surveyor  
 Certificate Number 12797  
 SURVEY NO. 6407



District I  
1635 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 746-1283 Fax: (575) 746-9720

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

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

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WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>70-025-46048</b>		2 Pool Code <b>98094</b>		3 Pool Name <b>BOBCAT DRAW UPR WOLFCAMP</b>	
4 Property Code <b>30884 71 77 86</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>6H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3344.1</b>

10 Surface Location

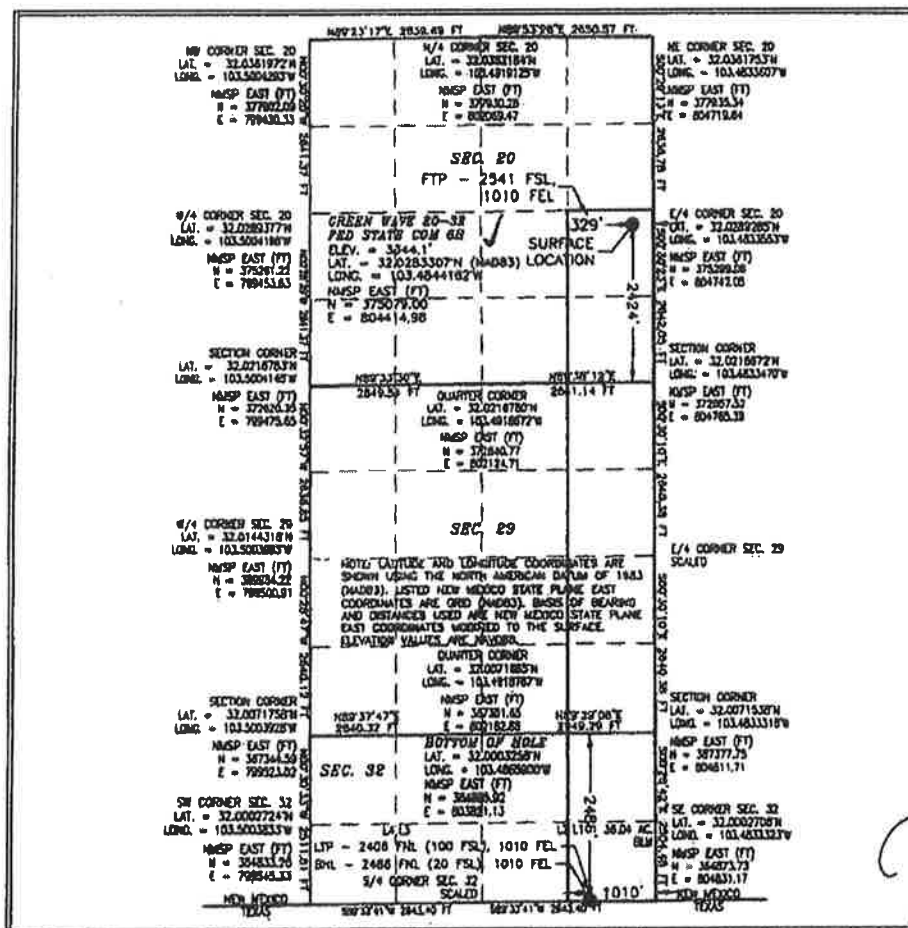
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>1</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>I</b>	<b>2424</b>	<b>SOUTH</b>	<b>329</b>	<b>EAST</b>	<b>LEA</b>

11 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>1</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>H</b>	<b>2486</b>	<b>NORTH</b>	<b>1010</b>	<b>EAST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.04</b>	13 Joint or Infill	14 Consolidation Code	15 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.



16 OPERATOR CERTIFICATION

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

*Rebecca Deal* 10/15/2018  
Signature Date

**Rebecca Deal, Regulatory Analyst**  
Printed Name

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

17 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.

JULY 18, 2018

Date of Survey

*William F. Jaramillo*  
Signature and Seal of Professional Surveyor  
Certificate Number: **12797**  
ADDRESS: **JARAMILLO, PLS 12797**  
SURVEY NO. **6411**

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 Bravo Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-024 46049</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>
Property Code <b>30884 717895</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>7H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3354.9</b>

10 Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>L</b>	<b>2456</b>	<b>SOUTH</b>	<b>331</b>	<b>WEST</b>	<b>LEA</b>

11 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>4</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>E</b>	<b>2491</b>	<b>NORTH</b>	<b>1010</b>	<b>WEST</b>	<b>LEA</b>

Dedicated Acres <b>316.28</b>	Joint or Infill	Consolidation Code	Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><b>12 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Rebecca Deal</u> Date: <u>10/15/2018</u></p> <p>Printed Name: <u>Rebecca Deal, Regulatory Analyst</u></p> <p>Printed Name: <u>rebecca.deal@dvn.com</u></p> <p>E-mail Address: <u>rebecca.deal@dvn.com</u></p>	
<p><b>13 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 13, 2018</p> <p>Date of Survey: <u>10/15/2018</u></p> <p>Signature: <u>[Signature]</u></p> <p>Certification Number: <u>12797</u></p> <p>SURVEY NO. 6400</p>	

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) 749-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

1 APT Number <b>20-012 46050</b>		2 Pool Code <b>98094</b>		3 Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>	
4 Property Code <b>30884 317795</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>8H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3349.2</b>

**10 Surface Location**

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>K</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>K</b>	<b>2199</b>	<b>SOUTH</b>	<b>1971</b>	<b>WEST</b>	<b>LEA</b>

**11 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>3</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>F</b>	<b>2489</b>	<b>NORTH</b>	<b>2320</b>	<b>WEST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.2</b>	13 Joint or Infill	14 Consolidation Code	15 Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><b>16 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns or working interest in unleased mineral interests in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> <b>10/15/2018</b> Signature Date</p> <p><b>Rebecca Deal, Regulatory Analyst</b> Printed Name</p> <p><b>rebecca.deal@dvn.com</b> Email Address</p>		<p><b>17 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p><b>JULY 30, 2018</b> Date of Survey</p> <p><i>FILMON F JARAMILLO</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>FILMON F JARAMILLO, PLS 12797</b> SURVEY NO. 6404A</p>	
---	--	---	--

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

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WELL LOCATION AND ACREAGE DEDICATION PLAT

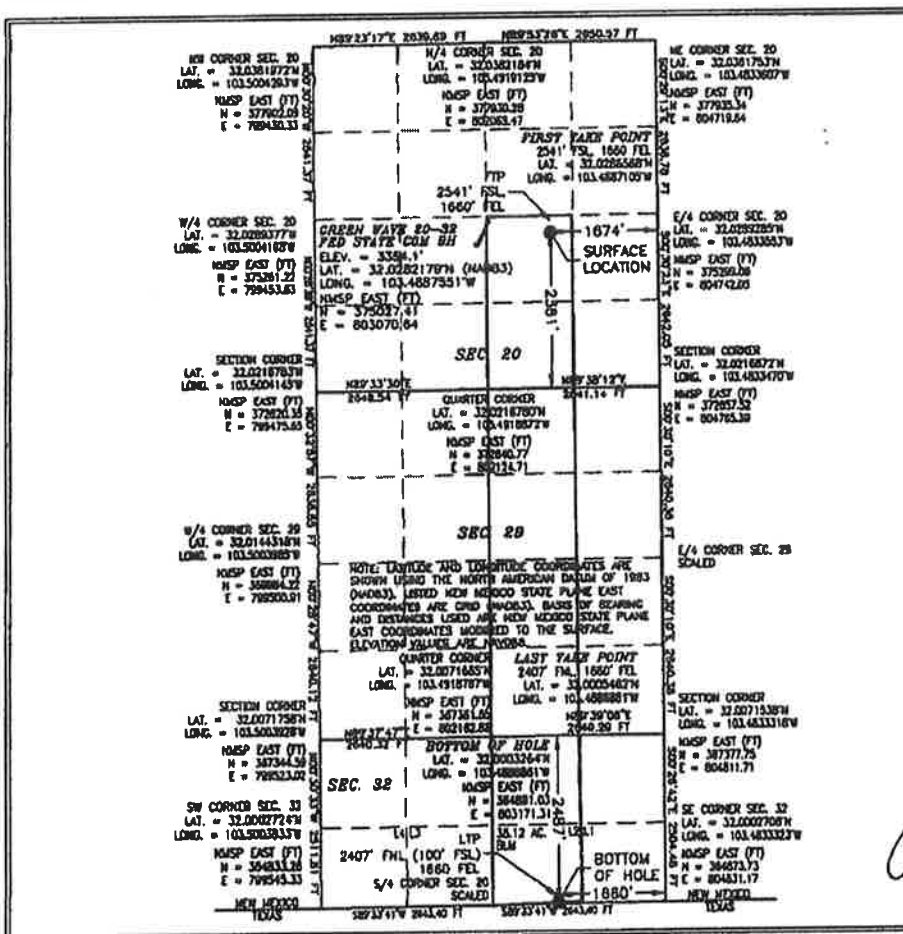
1 API Number <b>30-025-4609</b>		1 Pool Code <b>98094</b>		1 Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>	
1 Property Code <b>30884 317795</b>		1 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			1 Well Number <b>9H</b>
1 OGRID No. <b>6137</b>		1 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			1 Elevation <b>3354.1</b>

10 Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>J</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>T</b>	<b>2381</b>	<b>SOUTH</b>	<b>1674</b>	<b>EAST</b>	<b>LEA</b>

11 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>2</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>G</b>	<b>2487</b>	<b>NORTH</b>	<b>1660</b>	<b>EAST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.12</b>	13 Joint or Infill	14 Consolidation Code	15 Order No.
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17 OPERATOR CERTIFICATION	
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.	
Signature <i>Rebecca Deal</i>	Date <b>10/15/2018</b>
Printed Name <b>Rebecca Deal, Regulatory Analyst</b>	
E-mail Address <b>rebecca.deal@dmv.com</b>	
18 SURVEYOR CERTIFICATION	
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.	
Date of Survey <b>OCTOBER 10, 2018</b>	
Signature and Seal of Professional Surveyor <i>FILMON F. JARAMILLO</i>	
Certificate Number <b>FILMON F. JARAMILLO, PLS 12797</b>	
SURVEY NO. 6408A	

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) 748-4720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>70-045-46052</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>
Property Code <b>30884 31795</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>10H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3343.1</b>

\* Surface Location

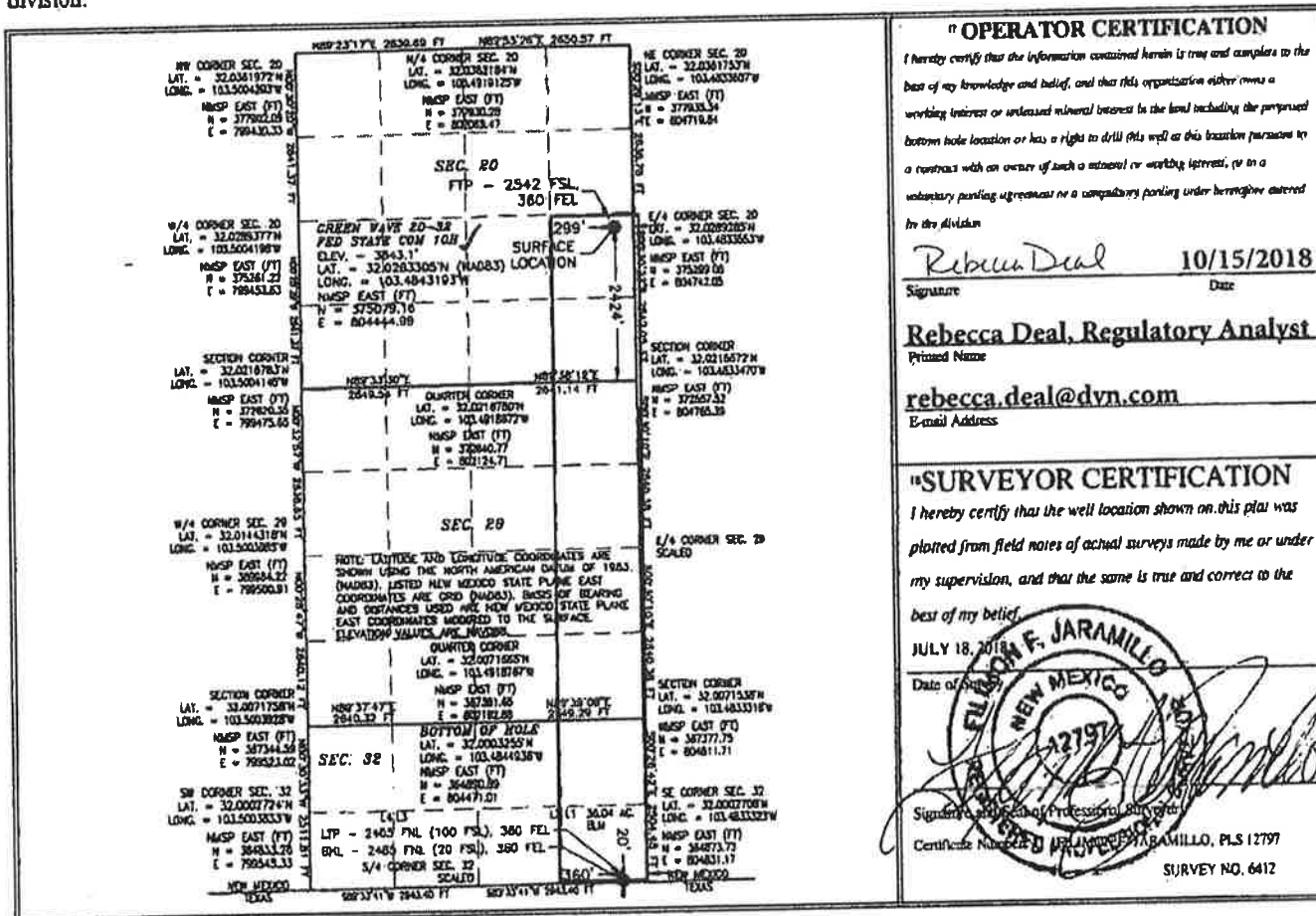
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>I</b>	<b>2424</b>	<b>SOUTH</b>	<b>299</b>	<b>EAST</b>	<b>LEA</b>

" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>1</b>	<b>20</b>	<b>SOUTH</b>	<b>360</b>	<b>EAST</b>	<b>LEA</b>

Dedicated Acres <b>316.04</b>	Joint or Infill	Consolidation Code	Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.





District I  
 1625 N. French Dr., Hobbs, NM 88240  
 Phone: (575) 393-6161 Fax: (575) 393-0720  
 District II  
 811 S. First St., Artesia, NM 88210  
 Phone: (575) 748-1283 Fax: (575) 748-9720  
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State of New Mexico  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

1 API Number <b>7004-46053</b>		2 Pool Code <b>98094</b>		3 Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>	
4 Property Code <b>30884 31779</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>11H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3354.9</b>

**10 Surface Location**

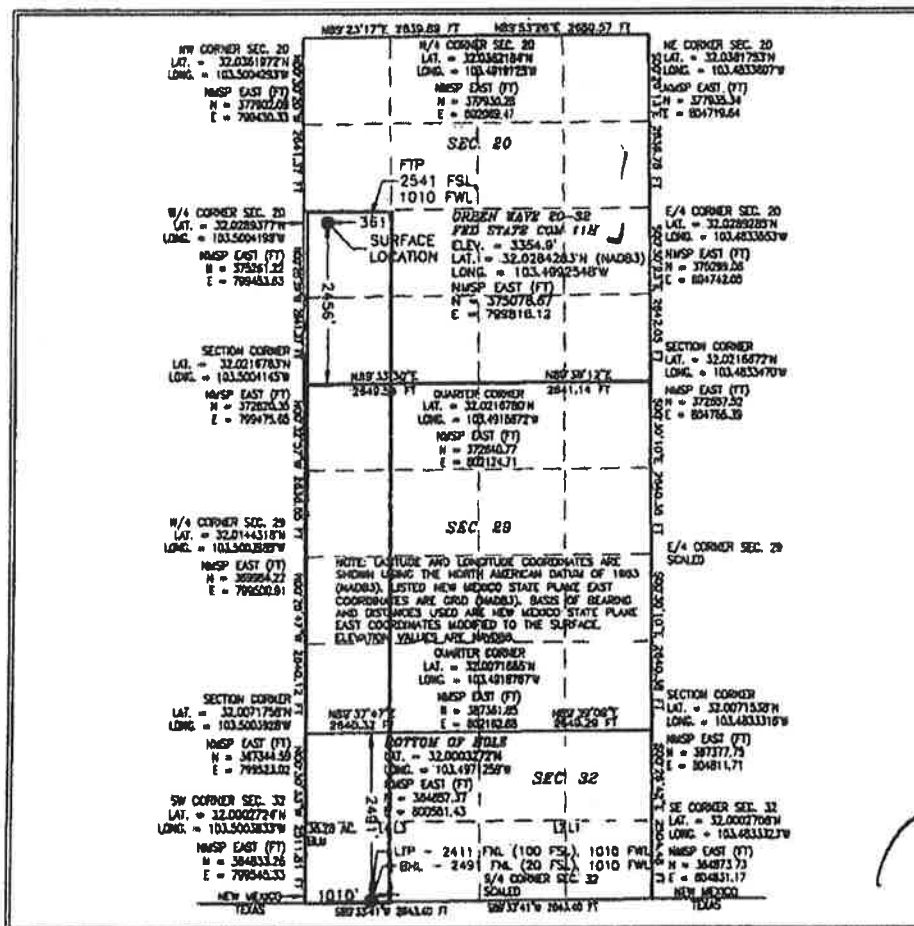
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>L</b>	<b>2456</b>	<b>SOUTH</b>	<b>361</b>	<b>WEST</b>	<b>LEA</b>

**11 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>4</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>E</b>	<b>2491</b>	<b>NORTH</b>	<b>1010</b>	<b>WEST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.28</b>	13 Joint or Infill	14 Consolidation Code	15 Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



**16 OPERATOR CERTIFICATION**

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

Signature: **Rebecca Deal** Date: **10/15/2018**

Printed Name: **Rebecca Deal, Regulatory Analyst**

E-mail Address: **rebecca.deal@devon.com**

**17 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.

JULY 13, 2018

Date of Survey

Signature and Seal of Professional Surveyor: **FILMON F. JARAMILLO**  
 Certificate Number: **FILMON F. JARAMILLO, PLS 12797**

SURVEY NO. 6401

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>10-025-46054</b>		2 Pool Code <b>98094</b>		3 Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>	
4 Property Code <b>30884 31799</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>12H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3349.7</b>

10 Surface Location

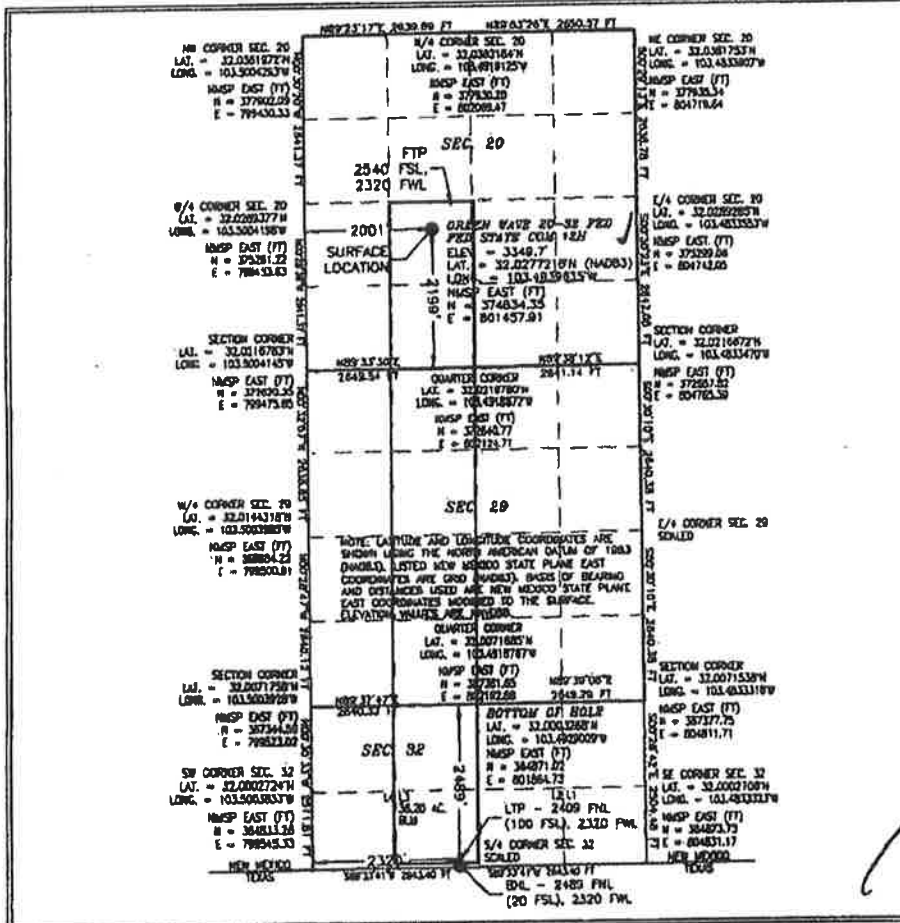
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>K</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>K</b>	<b>2199</b>	<b>SOUTH</b>	<b>2001</b>	<b>WEST</b>	<b>LEA</b>

11 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>3</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>F</b>	<b>2489</b>	<b>NORTH</b>	<b>2324</b>	<b>WEST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.2</b>	13 Joint or Infill	14 Consolidation Code	15 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.



16 OPERATOR CERTIFICATION

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

**Rebecca Deal** 10/15/2018  
Signature Date

**Rebecca Deal, Regulatory Analyst**

Printed Name

**rebecca.deal@dvn.com**

E-mail Address

16 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.

JULY 30, 2018

Date of Survey

**ARMON F. JARAMILLO**  
NEW MEXICO  
12/07  
Signature and Seal of Professional Surveyor  
Certificate Number: **10588100**

SURVEY NO. 6406A

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) 743-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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HOBBS, N.M.

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>70-025 46055</b>		2 Pool Code <b>98094</b>		3 Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>	
4 Property Code <b>30884-31775</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>13H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3354.5</b>

10 Surface Location

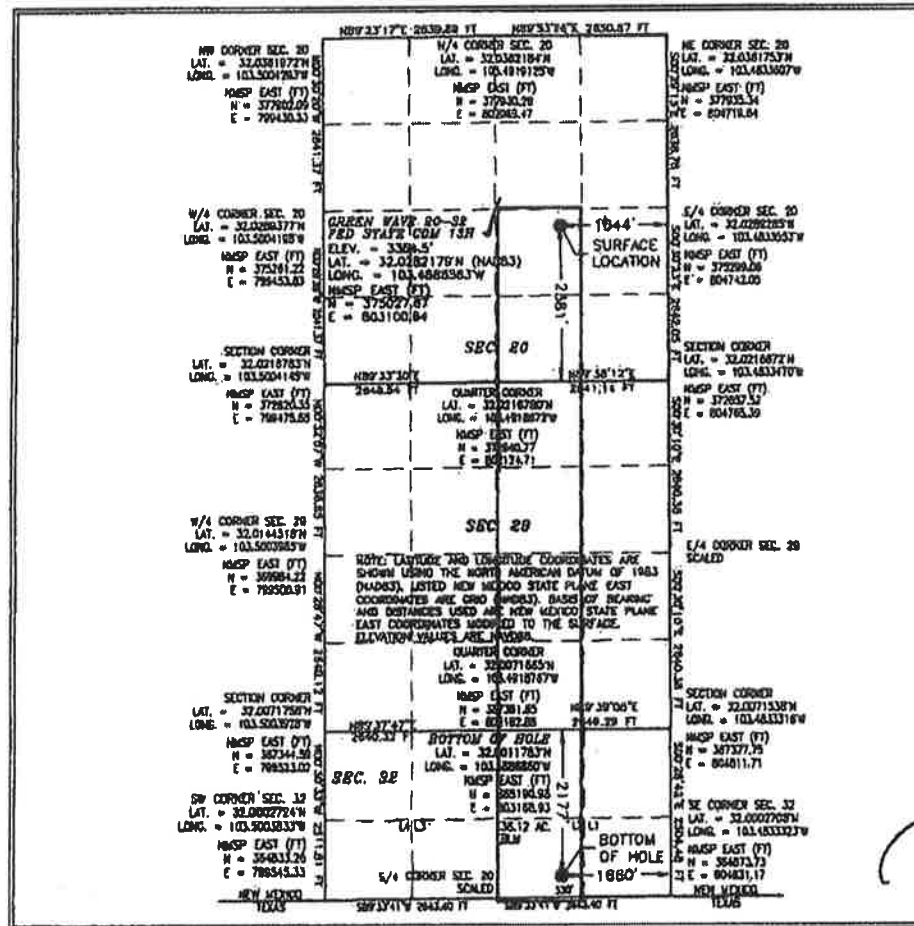
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>J</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>J</b>	<b>2381</b>	<b>SOUTH</b>	<b>1644</b>	<b>EAST</b>	<b>LEA</b>

11 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>2</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>G</b>	<b>2177</b>	<b>NORTH</b>	<b>1660</b>	<b>EAST</b>	<b>LEA</b>

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
<b>316.12</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.



16 OPERATOR CERTIFICATION

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

Signature: **Rebecca Deal** Date: **10/15/2018**

Printed Name: **Rebecca Deal, Regulatory Analyst**  
E-mail Address: **rebecca.deal@dvn.com**

17 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: **JULY 17, 2018**

Signature and Seal of Professional Surveyor: **WILMON F. JARAMILLO**

Certificate Number: **WILMON F. JARAMILLO, PLS 12797**  
SURVEY NO. 6409



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

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

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>70-026-</b>		Pool Code <b>98094</b>	Pool Name <b>BOBCAT DRAW; UPR WOLFCAMP</b>
Property Code <b>30884 31775</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>14H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3342.8</b>

**10 Surface Location**

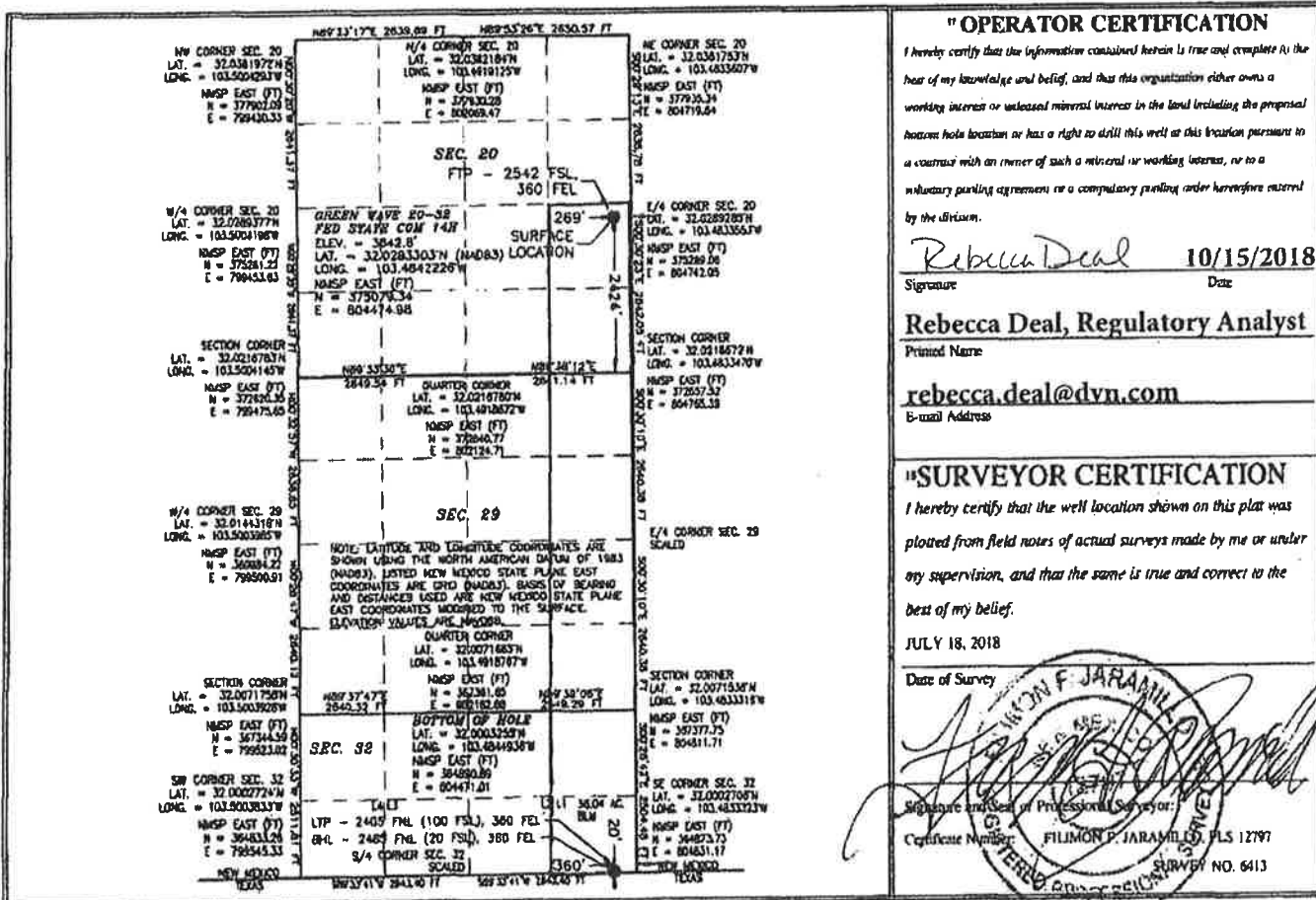
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>		<b>2424</b>	<b>SOUTH</b>	<b>269</b>	<b>EAST</b>	<b>LEA</b>

**11 Bottom Hole Location If Different From Surface**

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>		<b>20</b>	<b>SOUTH</b>	<b>360</b>	<b>EAST</b>	<b>LEA</b>

Dedicated Acres <b>316.04</b>	Joint or Infill	Consolidation Code	Order No.
----------------------------------	-----------------	--------------------	-----------

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



**Green Wave 20-32 Fed State Com Area**  
 Section 20: S/2, Section 29: ALL, Section 32: ALL  
 T26S – R34E

1,264.64 Acres

**Bone Spring Development**  
 Bradley Bone Spring (7280)  
 WG-025 G-06 S263407P; Upper Bone Spring (97892) (1H well only)

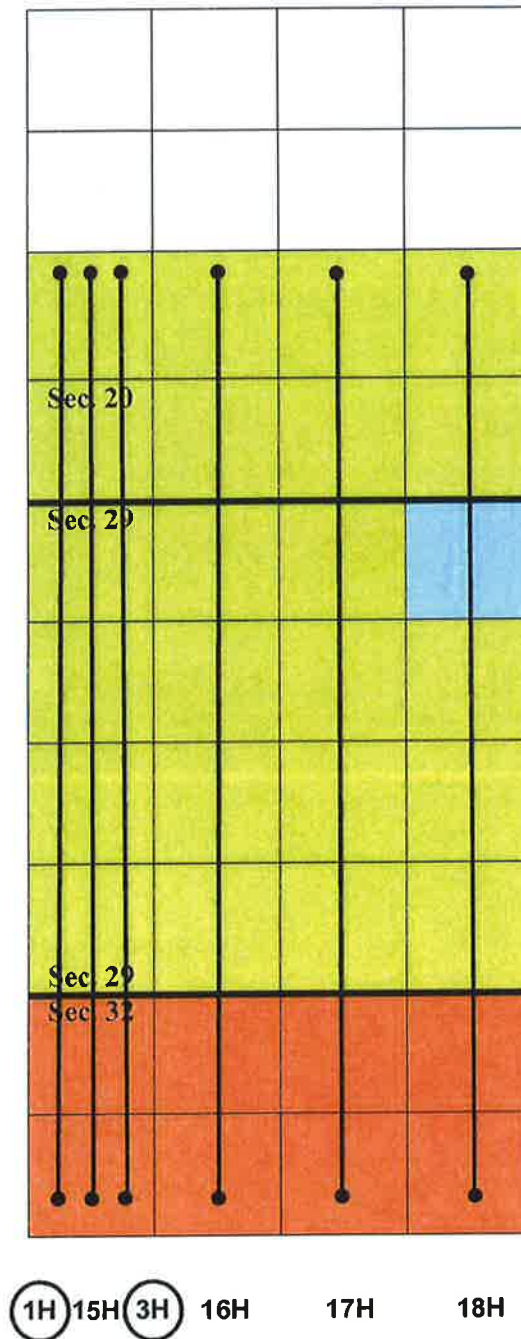
**Tract 1:**  
 USA NM 114991 (Fed)



**Tract 2:**  
 USA NM 110840 (Fed)



**Tract 3:**  
 VB-2225-4 (State)



drilled

Producing zone

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-025-43184</b>	Pool Code <b>97892 7280</b>	Pool Name <b>WC-025-G-06-S263407P; Up Bone Spring</b>
Property Code	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>	Well Number <b>3H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3358.2</b>

10 Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>		<b>2155</b>	<b>SOUTH</b>	<b>300</b>	<b>WEST</b>	<b>LEA</b>

11 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>4</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>		<b>2180</b>	<b>NORTH</b>	<b>380</b>	<b>WEST</b>	<b>LEA</b>

Dedicated Acres <b>316.28</b>	Joint or Infill	Consolidation Code	Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>W/4 CORNER SEC. 20 LAT. = 32.0289377N LONG. = 103.5004158W NWSP EAST (FT) N = 375281.22 E = 799453.63</p> <p>SECTION CORNER LAT. = 32.0216783N LONG. = 103.5004145W NWSP EAST (FT) N = 375281.22 E = 799453.63</p> <p>W/4 CORNER SEC. 29 LAT. = 32.0144318N LONG. = 103.5003985W NWSP EAST (FT) N = 369984.22 E = 799500.91</p> <p>SECTION CORNER LAT. = 32.0071758N LONG. = 103.5003928W NWSP EAST (FT) N = 367344.56 E = 799523.02</p> <p>SW CORNER SEC. 32 LAT. = 32.0002724N LONG. = 103.5003833W NWSP EAST (FT) N = 364833.26 E = 799545.33</p> <p>NEW MEXICO TEXAS</p>		<p>GREEN WAVE 20-32 FED STATE COM 3H ELEV. = 3358.2' LAT. = 32.0276010N (NAD83) LONG. = 103.4994519W NWSP EAST (FT) N = 375777.28 E = 799757.63</p> <p>SEC. 20 QUARTER CORNER LAT. = 32.0216780N LONG. = 103.4918677W NWSP EAST (FT) N = 372640.77 E = 802124.71</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83.</p> <p>QUARTER CORNER LAT. = 32.0071865N LONG. = 103.4918677W NWSP EAST (FT) N = 367361.65 E = 802102.88</p> <p>BOTTOM OF HOLE LAT. = 32.0011831N LONG. = 103.4991590W NWSP EAST (FT) N = 365167.50 E = 799922.31</p> <p>SEC. 29 QUARTER CORNER LAT. = 32.0071538N LONG. = 103.4833316W NWSP EAST (FT) N = 367377.75 E = 804811.71</p> <p>SEC. 32 QUARTER CORNER LAT. = 32.0002706N LONG. = 103.4833323W NWSP EAST (FT) N = 364873.73 E = 804831.17</p> <p>NEW MEXICO TEXAS</p>		<p>10 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location, pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature _____ Date <b>8/2/2017</b></p> <p><b>Rebecca Deal, Regulatory Analyst</b> Printed Name <b>rebecca.deal@dvn.com</b> E-mail Address</p> <p>16 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.</p> <p>AUGUST 2017 Date of _____</p> <p>Surveyor's Name _____ License No. _____ PLS 12797 SURVEY NO. 5404</p>
---	--	---	--	--

**18 SURVEYOR CERTIFICATION**

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

JULY 13, 2018

Date of Survey

Signature and Seal of Professional Surveyor

Certificate Number: FILMON F. JARAMILLO, PLS 12797

SURVEY NO. 6399

**18 OPERATOR CERTIFICATION**

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

Signature: Rebecca Deal Date: 10/15/2018

**Rebecca Deal, Regulatory Analyst**

Printed Name

rebecca.deal@dvn.com

E-mail Address



District I  
 1625 N. French Dr., Hobbs, NM 88240  
 Phone: (575) 393-6161 Fax: (575) 393-0720  
 District II  
 811 S. First St., Artesia, NM 88210  
 Phone: (575) 748-1283 Fax: (575) 748-9720  
 District III  
 1000 Rio Brazos Road, Aztec, NM 87410  
 Phone: (505) 334-6178 Fax: (505) 334-6170  
 District IV  
 1220 S. St. Francis Dr., Santa Fe, NM 87505  
 Phone: (505) 476-3460 Fax: (505) 476-2462

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

**HOBBS OCD**

**MAY 30 2019**

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

1 API Number <b>30-025-46056</b>		2 Pool Code <b>7280</b>		3 Pool Name <b>BRADLEY;BONE SPRING</b>	
4 Property Code <b>30884 317795</b>		5 Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>			6 Well Number <b>16H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3349.0</b>

**10 Surface Location**

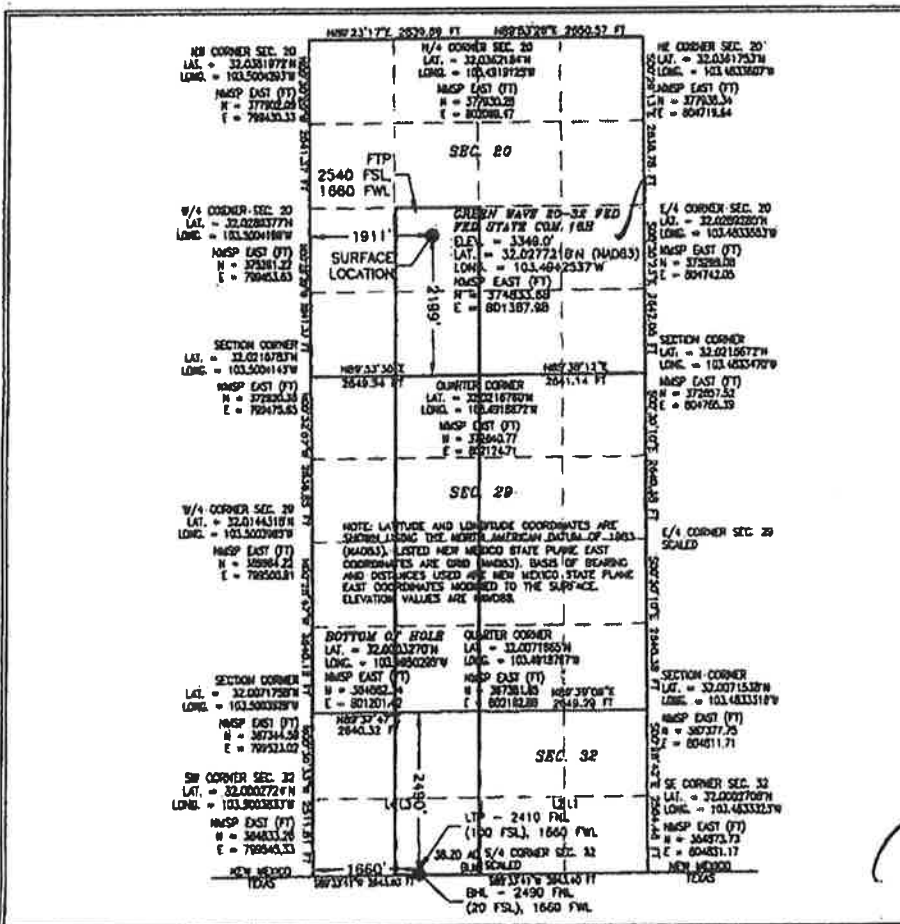
UL or lot no.	Section	Township	Range	Lot	Feet from the	North/South line	Feet from the	East/West line	County
<b>K</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>K</b>	<b>2199</b>	<b>SOUTH</b>	<b>1911</b>	<b>WEST</b>	<b>LEA</b>

**11 Bottom Hole Location If Different From Surface**

UL or lot no.	Section	Township	Range	Lot	Feet from the	North/South line	Feet from the	East/West line	County
<b>3</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>F</b>	<b>2490</b>	<b>NORTH</b>	<b>1660</b>	<b>WEST</b>	<b>LEA</b>

12 Dedicated Acres <b>316.2</b>	13 Joint or Infill	14 Consolidation Code	15 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.



**9 OPERATOR CERTIFICATION**

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

Signature: **Rebecca Deal** Date: **10/15/2018**  
 Printed Name:

**Rebecca Deal, Regulatory Analyst**

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

**10 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.

**JULY 30, 2018**

Date of Survey: **JULY 30, 2018**  
 Signature: **FILMONE F. JARAMILLO**  
 Printed Name: **FILMONE F. JARAMILLO, PLS 12797**  
 Title: **REGISTERED PROFESSIONAL SURVEYOR**  
 Survey No.: **6402A**

**"SURVEYOR CERTIFICATION"**

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

Signature Rebecca Deal 10/15/2018  
Date

**Rebecca Deal, Regulatory Analyst**  
Printed Name

rebecca.deal@dvm.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.

JULY 17, 2018  
Date of Survey

Signature and Seal of Professional Surveyor  
Certificate Number: PHILIP F. JARAMILLO, PLS 12791  
SURVEY NO. 6406

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  
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Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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District Office

MAY 30 2019

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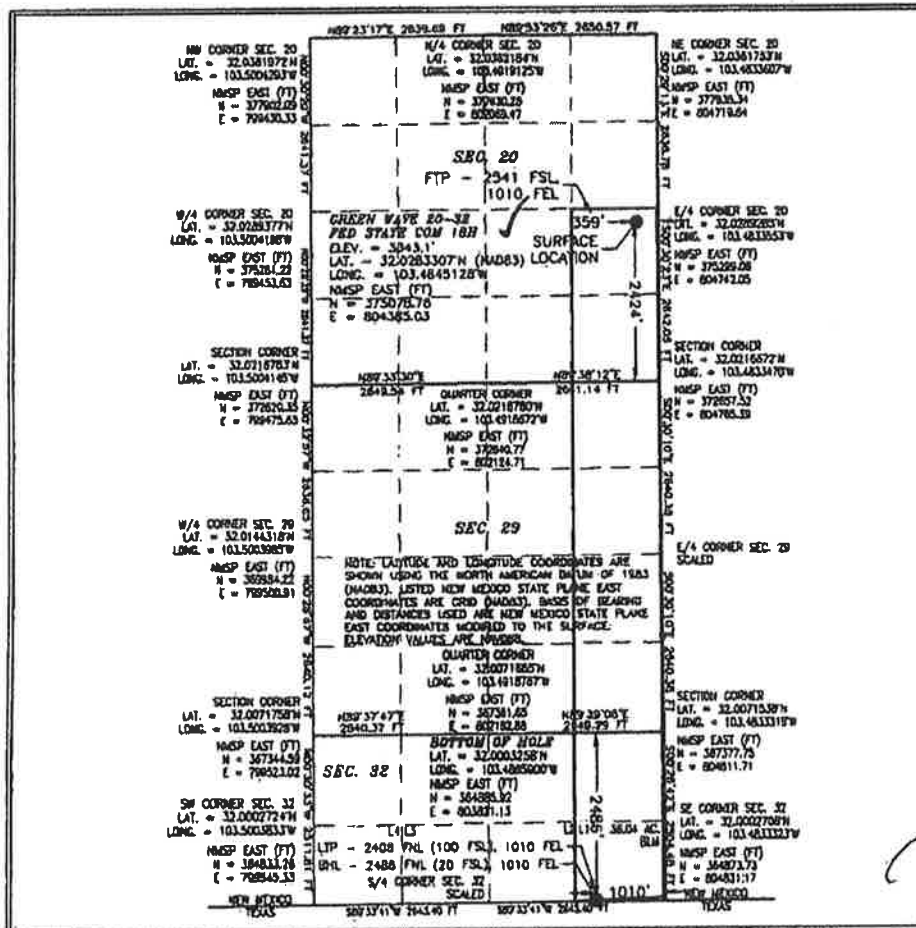
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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-024-46098</b>		Pool Code <b>7280</b>	Pool Name <b>BRADLEY;BONE SPRING</b>
Property Code <b>30884 317785</b>	Property Name <b>GREEN WAVE 20-32 FED STATE COM</b>		Well Number <b>18H</b>
GRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3343.1</b>

10 Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>20</b>	<b>26 S</b>	<b>34 E</b>	<b>I</b>	<b>2424</b>	<b>SOUTH</b>	<b>359</b>	<b>EAST</b>	<b>LEA</b>
11 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>1</b>	<b>32</b>	<b>26 S</b>	<b>34 E</b>	<b>H</b>	<b>2486</b>	<b>NORTH</b>	<b>1010</b>	<b>EAST</b>	<b>LEA</b>
Dedicated Acres <b>316.04</b>		Joint or Infill		Consolidation Code		Order No.			

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



" OPERATOR CERTIFICATION

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

Signature: Rebecca Deal Date: 10/15/2018

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: JULY 18, 2018

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Date of Survey: JULY 18, 2018

Date of Survey: JULY 18, 2018

Date of Survey: JULY 18, 2018

Signature and Seal of Professional Surveyor:  
Certificate Number: FRANCISCO JARAMILLO, PLS 12797  
SURVEY NO. 6410



**Existing Pool List for Proposed Non-Standard Horizontal Spacing Unit  
T26S-R34E  
Section 20: S/2, Section 29: All, Section 32: All  
Lea County, New Mexico**

August 28, 2019

**BONE SPRING:**

Pool Code: 97892 WG-025 G-06S2634079; Upper Bone Spring

Green Wave 20-32 Fed State Com 1H	(30-025-43186)	Existing Well
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**BONE SPRING:**

Pool Code: 7280 Bradley; Bone, Spring

Green Wave 20-32 Fed State Com 3H	(30-025-43184)	Existing Well
Green Wave 20-32 Fed State Com 15H	(30-025-46141)	Proposed Well
Green Wave 20-32 Fed State Com 16H	(30-025-46056)	Proposed Well
Green Wave 20-32 Fed State Com 17H	(30-025-46057)	Proposed Well
Green Wave 20-32 Fed State Com 18H	(30-025-46058)	Proposed Well

**WOLFCAMP:**

Pool Code: 98094 Bobcat Draw; Upper Wolfcamp

Green Wave 20-32 Fed State Com 2H	(30-025-44594)	Proposed Well
Green Wave 20-32 Fed State Com 4H	(30-025-46046)	Proposed Well
Green Wave 20-32 Fed State Com 5H	(30-025-46047)	Proposed Well
Green Wave 20-32 Fed State Com 6H	(30-025-46048)	Proposed Well
Green Wave 20-32 Fed State Com 7H	(30-025-46049)	Proposed Well
Green Wave 20-32 Fed State Com 8H	(30-025-46050)	Proposed Well
Green Wave 20-32 Fed State Com 9H	(30-025-46051)	Proposed Well
Green Wave 20-32 Fed State Com 10H	(30-025-46052)	Proposed Well
Green Wave 20-32 Fed State Com 11H	(30-025-46053)	Proposed Well
Green Wave 20-32 Fed State Com 12H	(30-025-46054)	Proposed Well
Green Wave 20-32 Fed State Com 13H	(30-025-46055)	Proposed Well
Green Wave 20-32 Fed State Com 14H	(30-025-45746)	Proposed Well

**WOLFCAMP:**

Pool Code: 72860 Bradley; Wolfcamp (Gas)

No Wells associated with this Pool

Green Wave 20-32 Fed State Com Area

Section 20: S/2, Section 29: ALL, Section 32: ALL

T26S – R34E

1,264.64 Acres

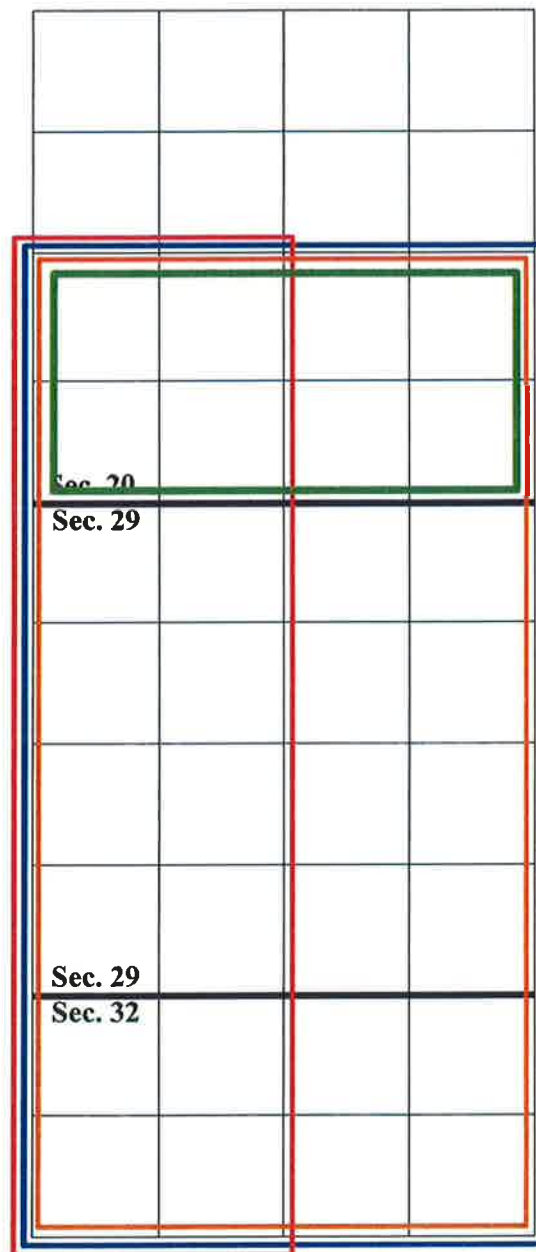
**Existing Pools**

Upper Bone Spring  
WC-025 G06 S263407P  
UPR Bone Spring (97892)

Lower Bone Spring  
Bradley; Bone Spring (7280)

Upper Wolfcamp  
Bobcat Draw; Upper Wolfcamp (98094)

Lower Wolfcamp  
Bradley; Wolfcamp (Gas) (72860)



## Offset Notice Plat

### Green Wave 20-32 Fed State Com Area

Devon 18 Chevron	Devon 17 Chevron	EOG Resources 16 EOG Resources
Devon 19 Chevron	Devon Chevron 20 Devon	Devon 21 Chevron
EOG Resources 30 EOG Resources	Chevron 29 Allar	Devon 28 Chevron
EOG Resources 32	Chief Capital 32	OXY, Chevron, Allar, Chief Capital 33

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Exhibit No. 11

Submitted by: Devon Energy Production

Hearing Date: September 05, 2019

Case No 20732

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

**APPLICATION OF DEVON ENERGY PRODUCTION COMPANY, L.P. FOR  
APPROVAL OF 1264.64-ACRE NON-STANDARD SPACING UNITS IN THE BONE  
SPRING AND WOLFCAMP FORMATIONS COMPRISED OF ACREAGE SUBJECT TO  
PROPOSED COMMUNITIZATION AGREEMENTS, LEA COUNTY, NEW MEXICO.**

**CASE NO. 20732**

**AFFIDAVIT**

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF SANTA FE    )

Michael H. Feldewert, attorney in fact and authorized representative of Devon Energy Production Company, L.P., the Applicant herein, being first duly sworn, upon oath, states that the above-referenced Applications have been provided under the notice letters and proof of receipts attached hereto.



Michael H. Feldewert

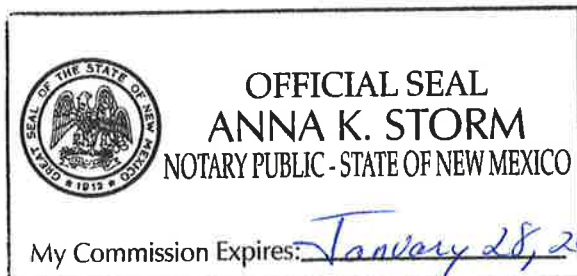
SUBSCRIBED AND SWORN to before me this 4th day of September, 2019 by Michael H. Feldewert.



Notary Public

My Commission Expires:

January 28, 2023



**BEFORE THE OIL CONSERVATION DIVISION**  
Santa Fe, New Mexico  
Exhibit No. 12  
Submitted by: Devon Energy Production  
Hearing Date: September 05, 2019  
Case No 20732



**Michael H. Feldewert**  
Recognized Specialist in the  
Area of Natural Resources –  
Oil and Gas Law – New  
Mexico Board of Legal  
Specification  
mfeldewert@hollandhart.com

August 16, 2019

**VIA CERTIFIED MAIL**  
**CERTIFIED RECEIPT REQUESTED**

**TO: ALL INTEREST OWNERS SUBJECT TO POOLING PROCEEDINGS**

**Re: Application of Devon Energy Production Company, L.P. for approval of 1264.64-Acre Non-Standard Spacing Units in the Bone Spring and Wolfcamp Formations Comprised of Acreage Subject to Proposed Communization Agreements, Lea County, New Mexico.**

Ladies & Gentlemen:

This letter is to advise you that Devon Energy Production Company, L.P., has filed the enclosed application with the New Mexico Oil Conservation Division. A hearing has been requested before a Division Examiner on September 5, 2019, and the status of the hearing can be monitored through the Division's website at <http://www.emnrd.state.nm.us/ocd/>. Division hearings will commence at 8:15 a.m. in Porter Hall at the Oil Conservation Division's Santa Fe Offices located at 1220 South Saint Francis Drive, Santa Fe, New Mexico 87505. You are not required to attend this hearing, but as an owner of an interest that may be affected by this application, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date.

Parties appearing in cases are required by Division Rule 19.15.4.13.B to file a Pre-hearing Statement four business days in advance of a scheduled hearing. This statement must be filed at the Division's Santa Fe office at the above specified address and should include: the names of the parties and their attorneys; a concise statement of the case; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing.

If you have any questions about this matter, please contact Joe Hammond at (405) 552-8102, or at [Joe.Hammond@dvn.com](mailto:Joe.Hammond@dvn.com)

Sincerely,

Michael H. Feldewert  
**ATTORNEY FOR DEVON ENERGY PRODUCTION  
COMPANY, L.P.**

Postal Delivery Report  
Devon - Green Wave Wells

Case No. 20732

TrackingNo	ToName	Delivery Address	City	State	Zip	USPS_Status
94148108987 65041517040	Chevron U.S.A., Inc.	1400 Smith St	Houston	TX	77002-7327	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
94148108987 65041517149	Shepard Royalty, LLC	8241 Westchester Dr Ste 740	Dallas	TX	75225	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
94148108987 65041517156	Highland (Texas) Energy Company	7557 Rambler Rd Ste 918	Dallas	TX	75231-2306	Your item was delivered to the front desk, reception area, or mail room at 1:45 pm on August 21, 2019 in DALLAS, TX 75231.
94148108987 65041517170	OGX Royalty Fund II, LP	400 W Illinois Ave Ste 1300	Midland	TX	79701-4310	Your item was delivered to an individual at the address at 11:55 am on August 20, 2019 in MIDLAND, TX 79701.
94148108987 65041517187	EOG Resources, Inc.	PO Box 2267	Midland	TX	79702-2267	Your item was delivered at 7:32 am on August 19, 2019 in MIDLAND, TX 79702.
94148108987 65041517194	Oxy USA Inc.	PO Box 27570	Houston	TX	77227-7570	Your item was delivered at 6:23 am on August 20, 2019 in HOUSTON, TX 77027.
94148108987 65041517217	New Mexico State Land Office	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	Your item was delivered at 6:33 am on August 20, 2019 in SANTA FE, NM 87501.
94148108987 65041517224	Bureau of Land Management	620 E Greene St	Carlsbad	NM	88220-6292	We attempted to deliver your package at 5:54 pm on August 19, 2019 in CARLSBAD, NM 88220 but could not access the delivery location. We will redeliver on the next business day.
94148108987 65041517057	The Allar Company	PO Box 1567	Graham	TX	76450-7567	Your item was delivered at 10:39 am on August 19, 2019 in GRAHAM, TX 76450.
94148108987 65041517064	Chief Capital (O&G) II LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Your item was delivered to the front desk, reception area, or mail room at 1:35 pm on August 22, 2019 in DALLAS, TX 75225.

Postal Delivery Report  
Devon - Green Wave Wells  
Case No. 20732

94148108987 65041517071	John Lawrence Thoma Trustee	PO Box 558	Peyton	CO	80831- 0558	Your item was delivered at 11:19 am on August 24, 2019 in PEYTON, CO 80831.
94148108987 65041517088	Crown Rock Minerals, L.P.	PO Box 51933	Midland	TX	79710- 1933	Your item was delivered at 12:27 pm on August 22, 2019 in MIDLAND, TX 79705.
94148108987 65041517095	Allar Development, LLC	PO Box 1567	Graham	TX	76450- 7567	Your item was delivered at 10:39 am on August 19, 2019 in GRAHAM, TX 76450.
94148108987 65041517118	Apollo Investment Corporation	9 W 57th St	New York	NY	10019- 2701	Your item was delivered to an individual at the address at 1:59 pm on August 19, 2019 in NEW YORK, NY 10019.
94148108987 65041517125	Strategic Energy Income Fund IV, LP	1521 N Cooper St Ste 700	Arlington	TX	76011- 5598	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
94148108987 65041517132	Constitution Resources II, LP	5707 Southwest Pkwy Ste 1-275	Austin	TX	78735- 0057	Your item was delivered to an individual at the address at 10:30 am on August 19, 2019 in AUSTIN, TX 78736.

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated  
August 20, 2019  
and ending with the issue dated  
August 20, 2019.

*Daniel Russell*

Publisher

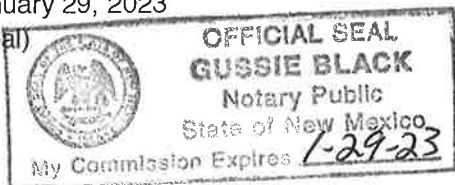
Sworn and subscribed to before me this  
20th day of August 2019.

*Gussie Black*

Business Manager

My commission expires  
January 29, 2023

(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL

LEGAL

LEGAL NOTICE  
AUGUST 20, 2019

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

The State of New Mexico through its Oil Conservation Division hereby gives notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to be held at 8:15 A.M. on **September 5, 2019**, in the Oil Conservation Division Hearing Room at 1220 South St. Francis, Santa Fe, New Mexico, before an examiner duly appoint for the hearing. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing, please contact: Florene Davidson at 505-476-3458 or through the New Mexico Relay Network, 1-800-659-1779 by **August 26, 2019**. Public documents, including the agenda and minutes, can be provided in various accessible forms. Please contact Florene Davidson if a summary or other type of accessible form is needed.

**STATE OF NEW MEXICO TO:**  
All named parties and persons  
having any right, title, interest  
or claim in the following case  
and notice to the public.

(NOTE: All land descriptions herein refer to the New Mexico Principal Meridian whether or not so stated.)

To: All overriding royalty interest owners and pooled parties, including: Chevron U.S.A. Inc.; The Allar Company; Chief Capital (O&G) II LLC; John Lawrence Thoma, Trustee Crown Rock Minerals, L.P.; Allar Development, LLC; Apollo Investment Corporation; Strategic Energy Income Fund IV, LP; Constitution Resources II, LP; Shepard Royalty, LLC; Highland (Texas) Energy Company; OGX Royalty Fund II, LP; EOG Resources, Inc.; Oxy USA Inc.; New Mexico State Land Office; Bureau of Land Management.

Case No. 20732: Application Of Devon Energy Production Company, L.P., For Approval Of 1264.64-Acre Non-Standard Spacing Units In The Bone Spring And Wolfcamp Formations Comprised Of Acreage Subject To Proposed Communitization Agreements, Lea County, New Mexico. Applicant in the above-styled cause seeks an order approving 1264.64 acre non-standard spacing units in the Bone Spring and Wolfcamp formations comprised of acreage subject to corresponding Communitization Agreements covering the S/2 of Section 20, all of Section 29 and all of Irregular Section 32, Township 26 South, Range 34 East, NMPM, Lea County, New Mexico. The acreage underlying the proposed non-standard spacing units is subject to the following Division designated pools:

- WG-025 G-0652634079; Upper Bone Spring (Pool Code 97892)
  - Bradley; Bone Spring (Pool Code 7280)
  - Bobcat Draw; Upper Wolfcamp (Pool Code 98094)
  - Bradley; Wolfcamp (Gas) (Pool Code 72860)
- The subject area is located approximately 20 miles Southwest of Jai, New Mexico.  
#34594

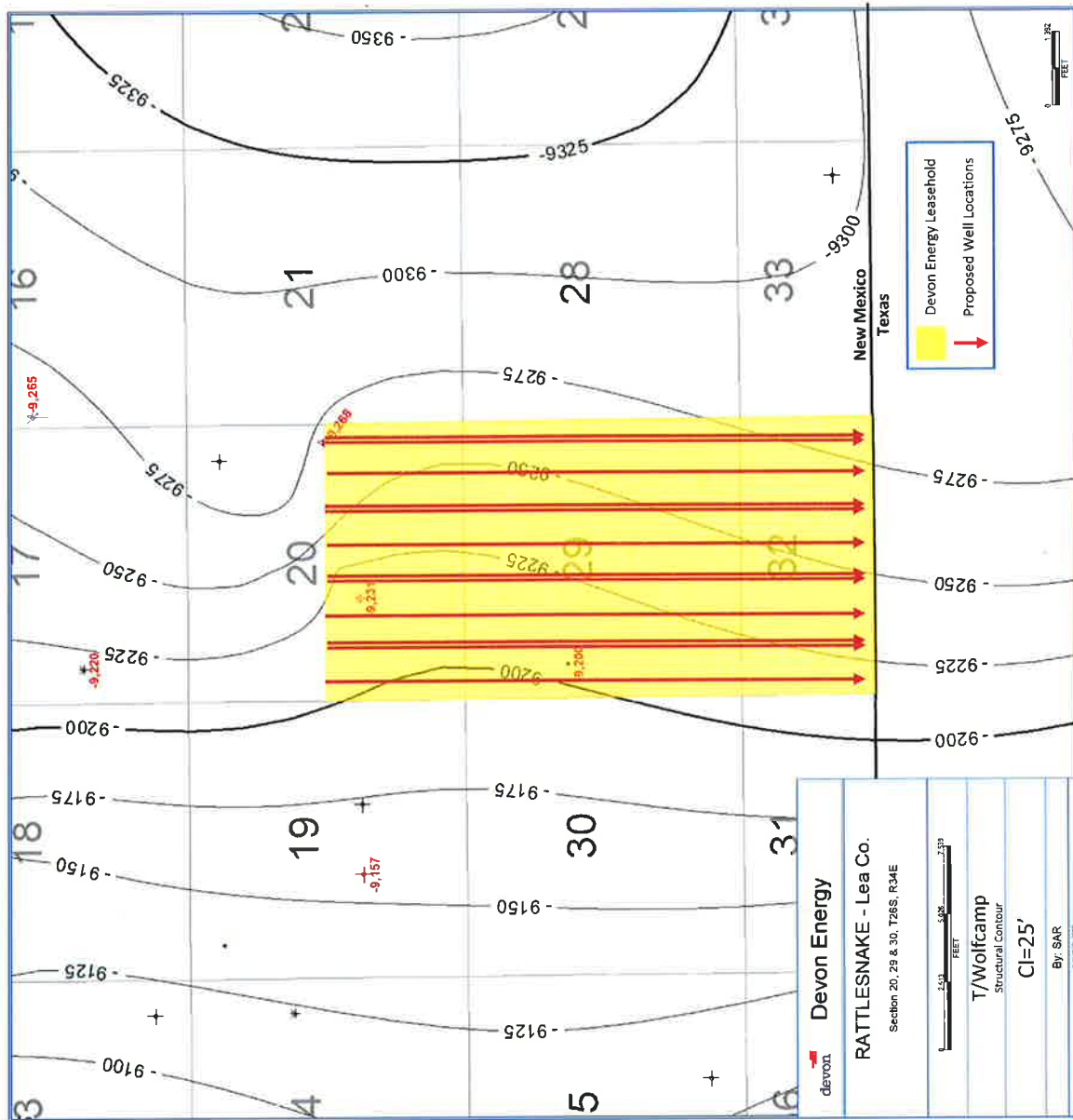
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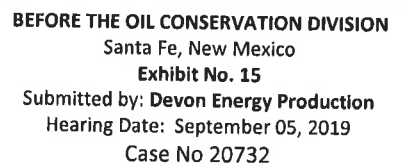
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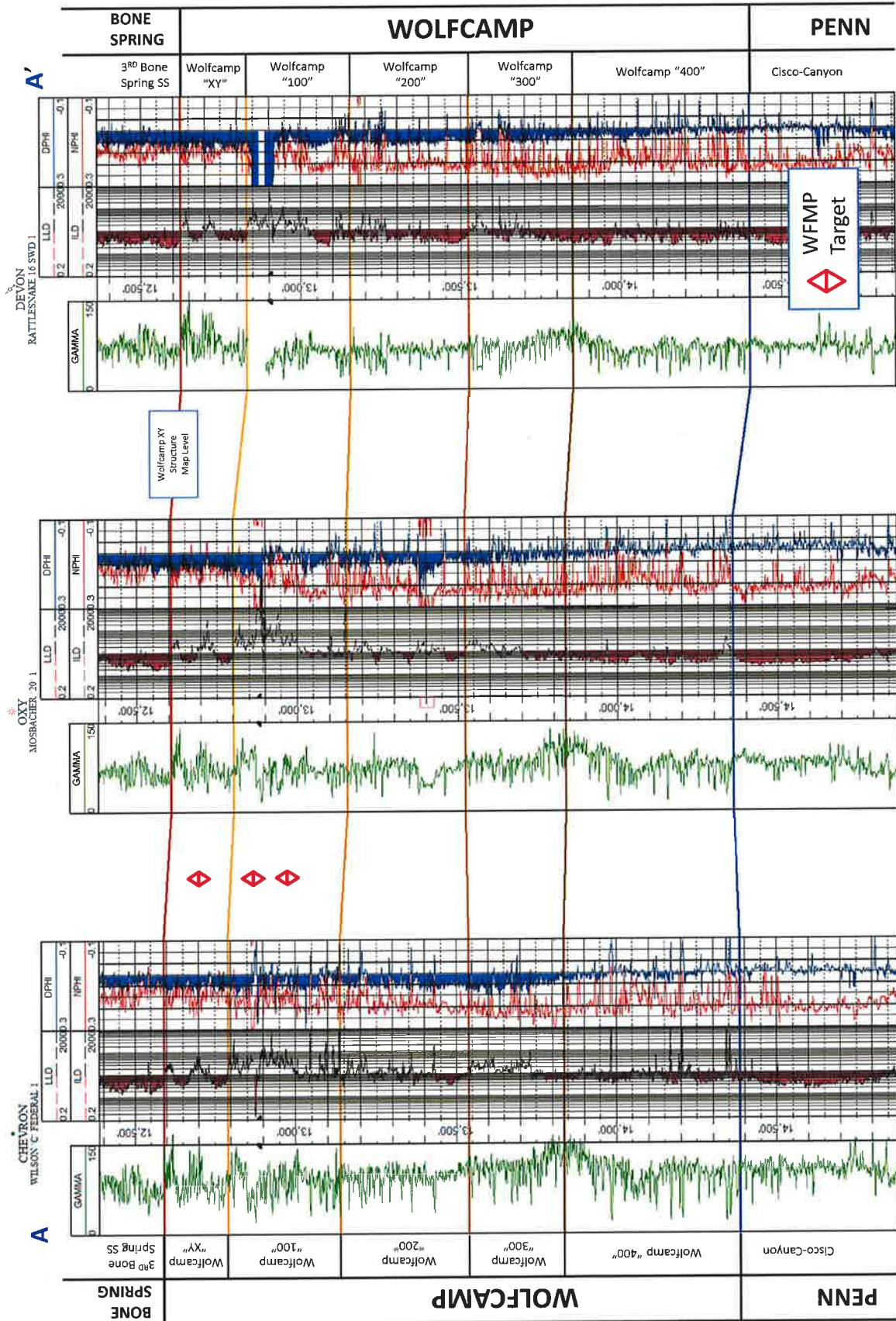
HOLLAND & HART LLC  
PO BOX 2208  
SANTA FE,, NM 87504-2208

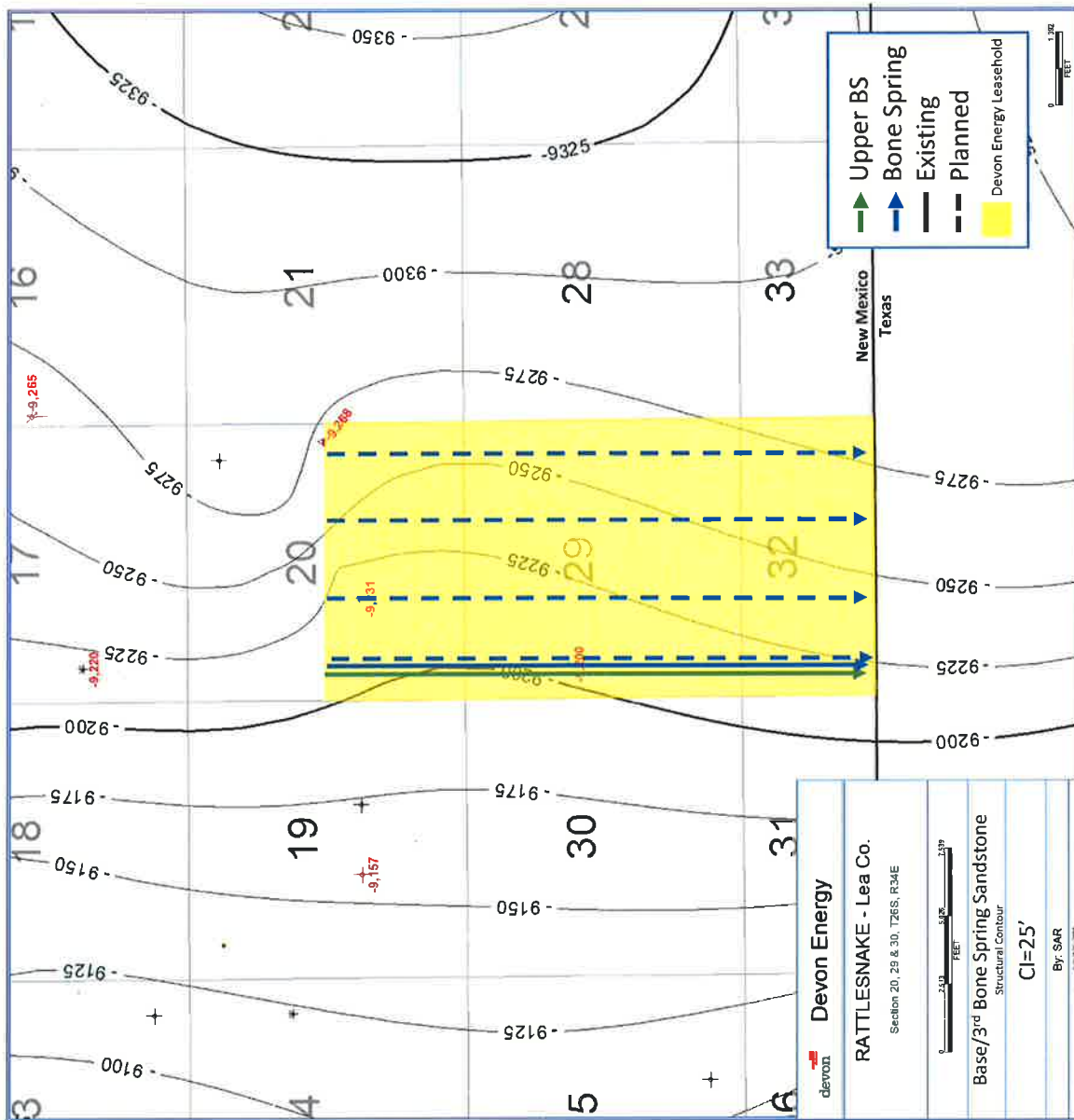
BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. 13  
Submitted by: Devon Energy Production  
Hearing Date: September 05, 2019  
Case No 20732



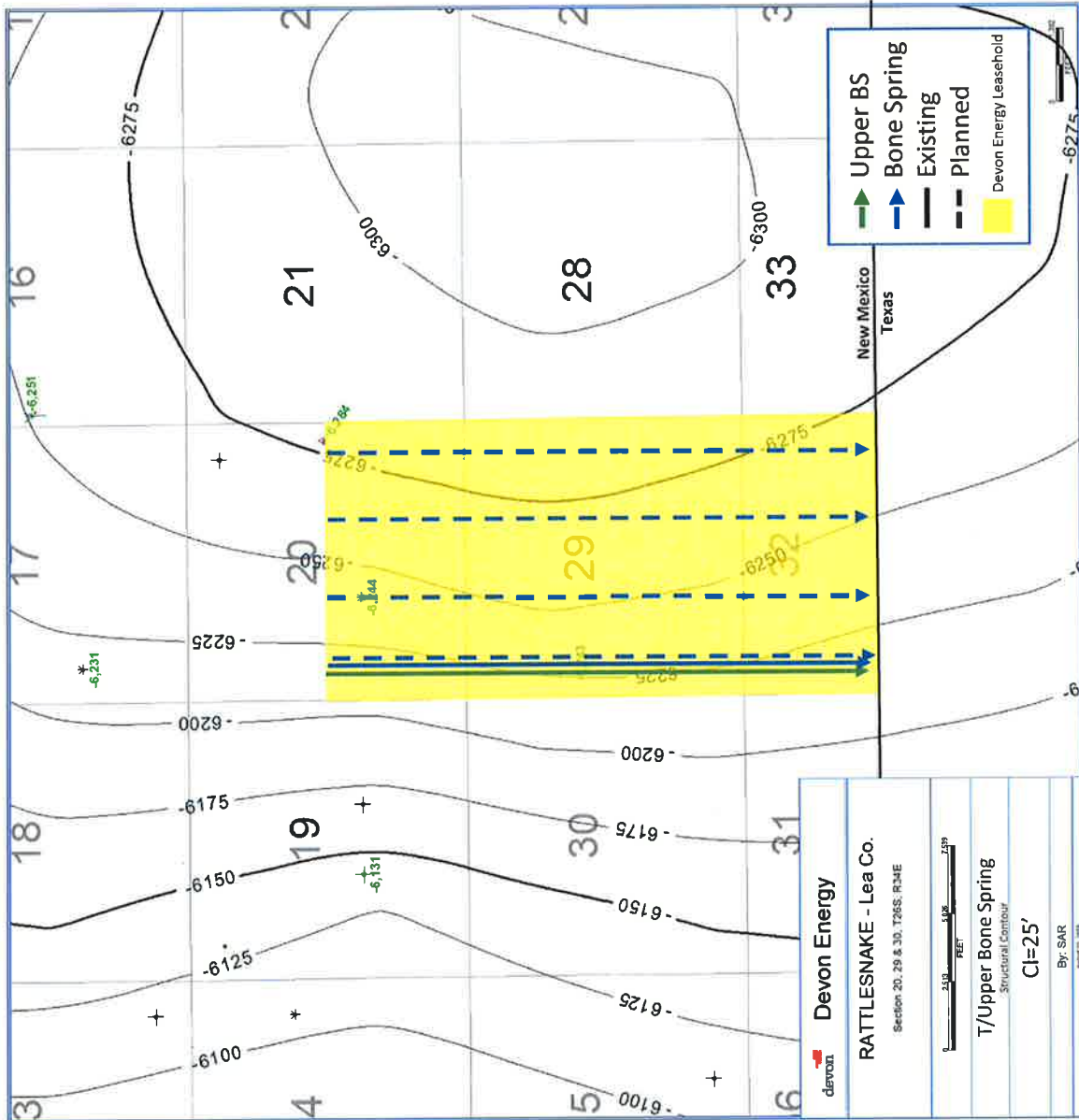


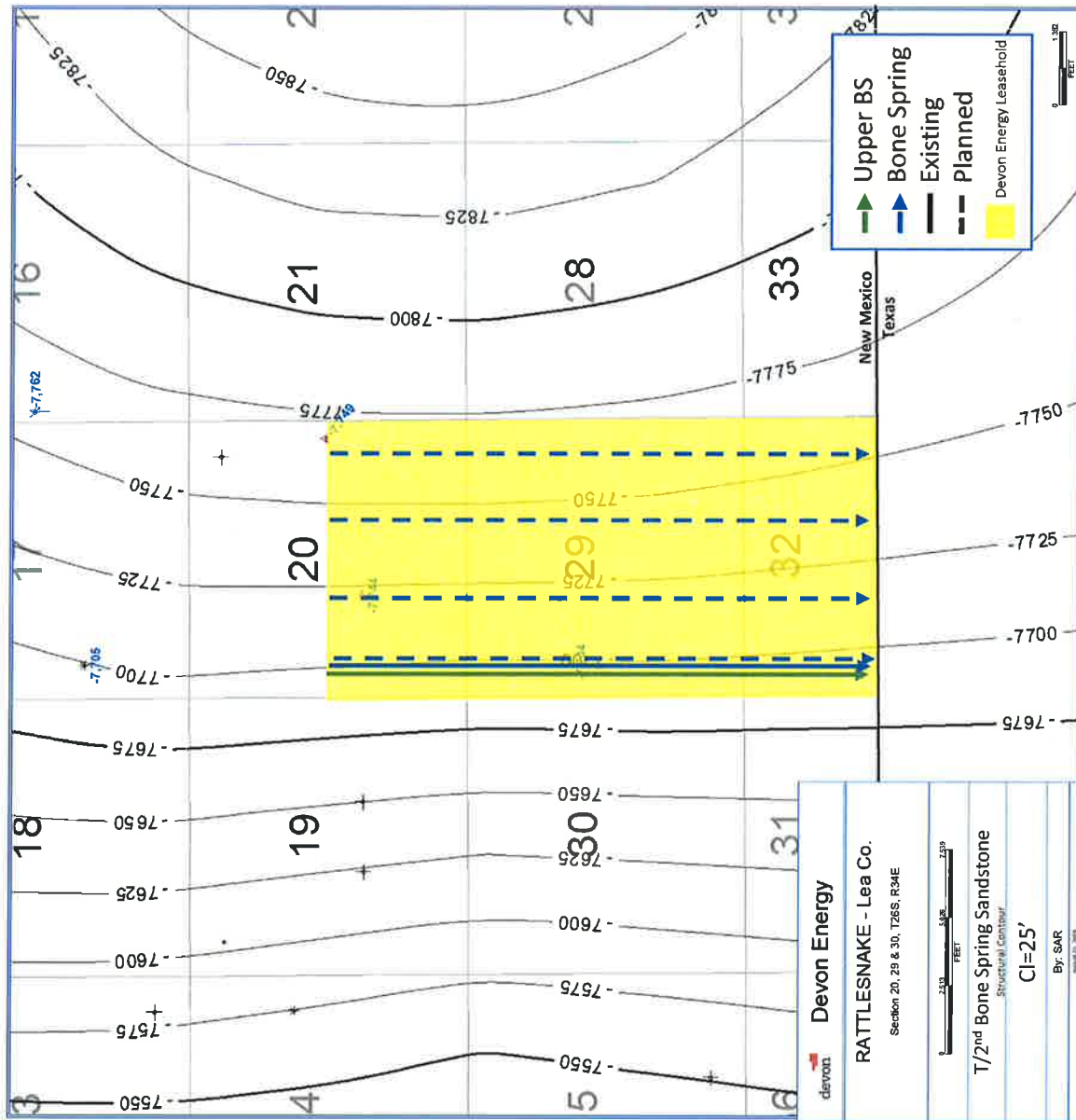


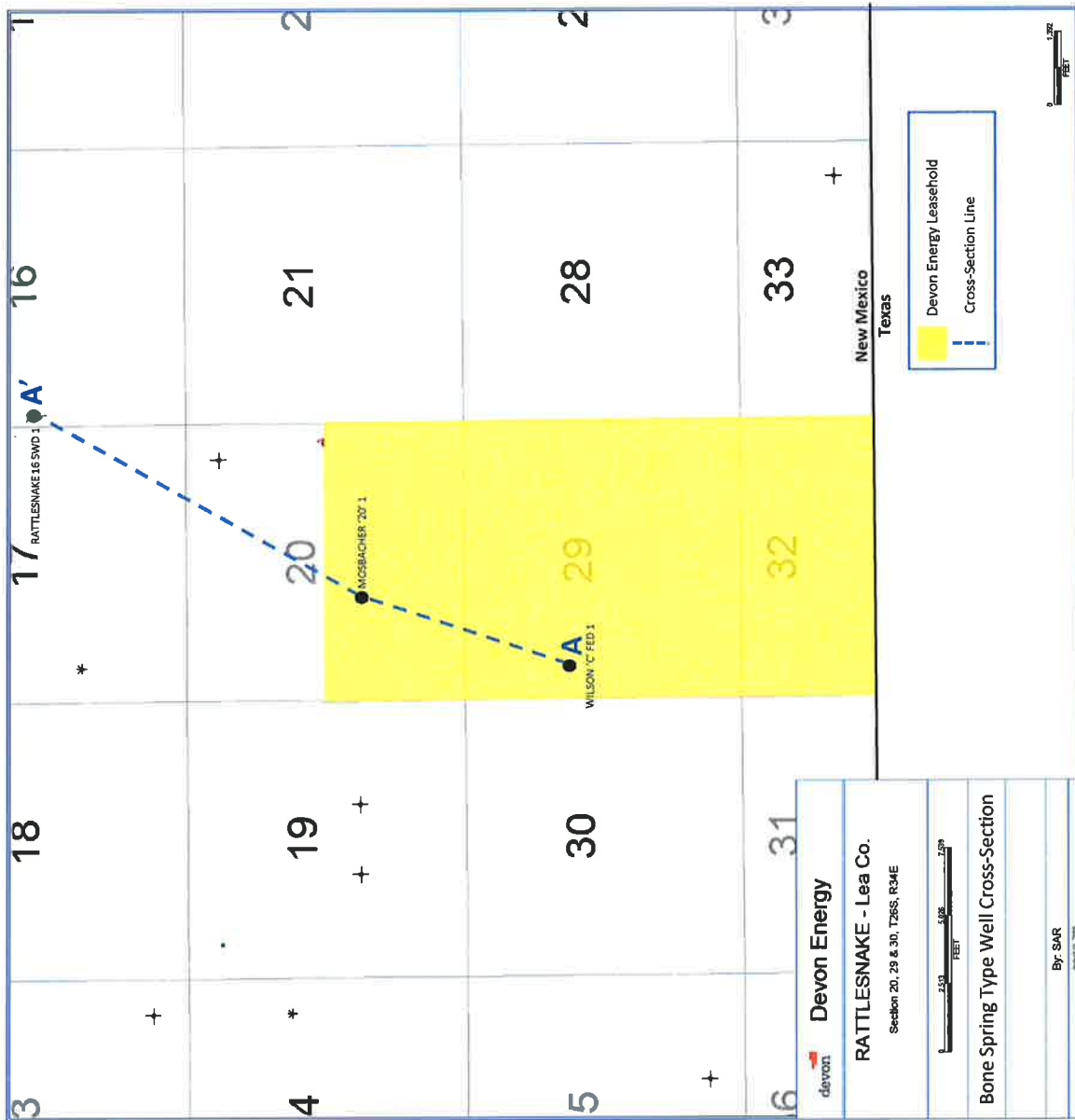






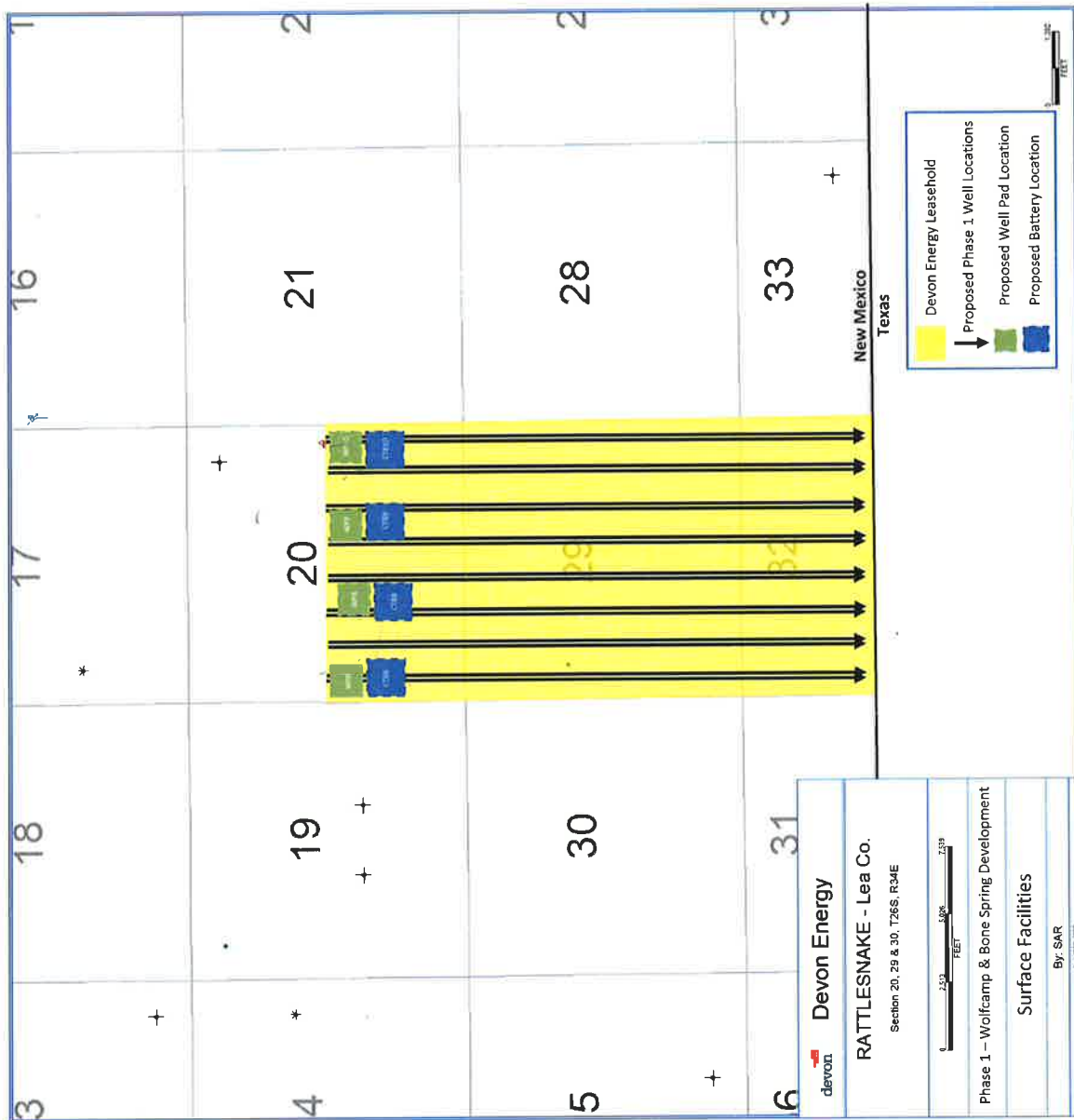


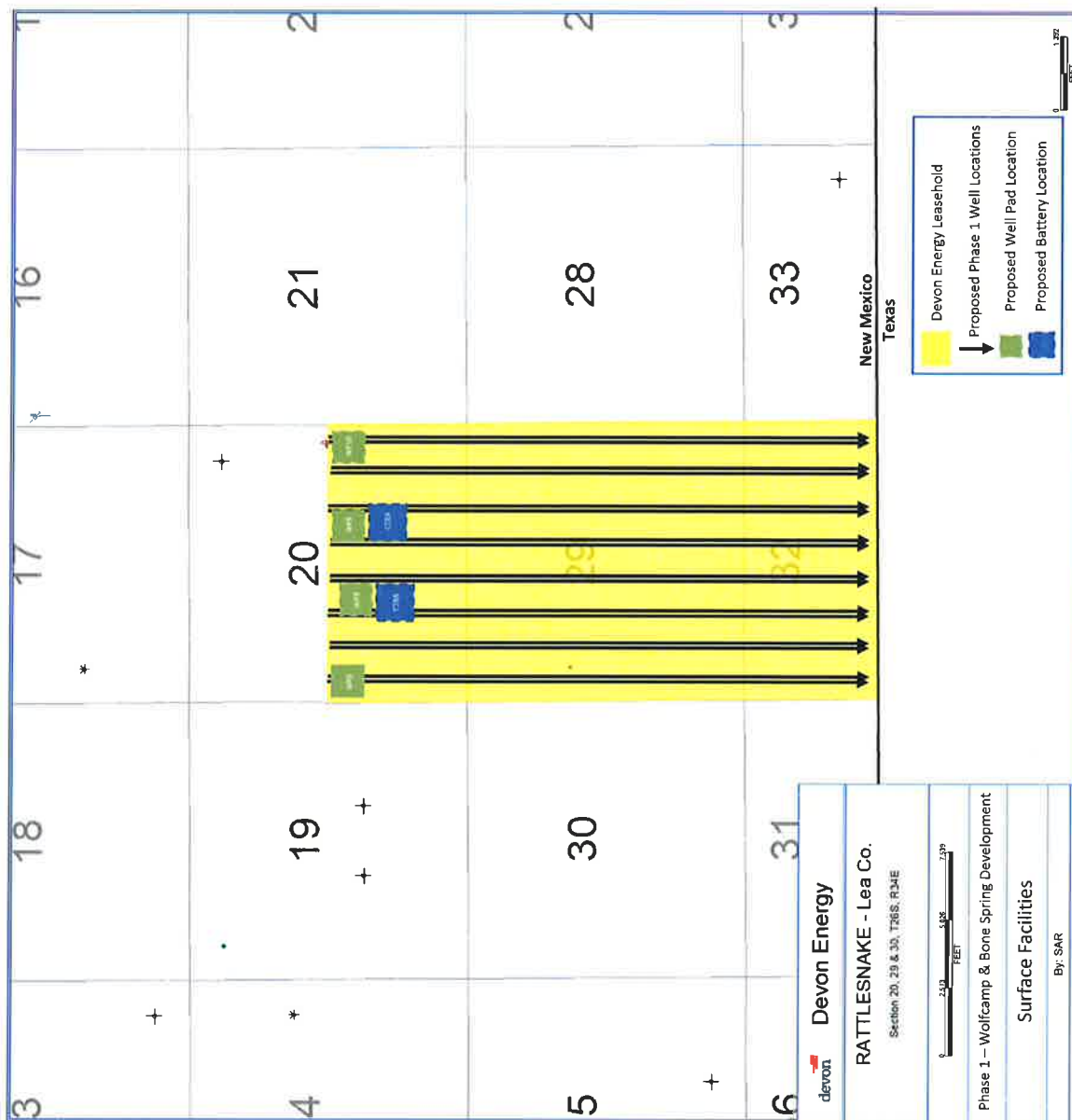












Scenario	Design Basis/CTB (BOPD)	CTB Cost (\$M)	Flowline Cost (\$M)	Gas Lift Cost (\$M)	\$M/well	Total (\$M)	CTB Disturbance Area (Acres)
4 CTBs (4 x 4 wells)	10,000	\$16,000	\$1,400	\$800	\$1,137.50	\$18,200	24
2 CTBs (2 x 8 wells)	20,000	\$10,400	\$2,300	\$800	\$850	\$13,500	12
Savings						\$4,700	12