

Devon Energy Production Company 333 W. Sheridan Avenue Oklahoma City, Oklahoma 73102

August 24, 2021

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Interest Owners

Re:		K Battery- UPGRADE
	RIGHT MEOW	/ 31 CIB 5
	Sec.,T, R:	SE/4, SW/4, & LOT 4, S31, T23S, R32E
	Lease:	NMNM018848, NMNM077064, NMNM014157,
		NMNM139371, NMNM068084
	Pool:	[96229] MESA VERDE;BONE SPRING &
		[53805] SAND DUNES; BONE SPRING,
		SOUTH
	County:	[98248] WC-025 G-08 S243217P; UPR
	E .	WOLFCAMP
To whom it ma	ay concern:	Eddy Co., New Mexico

This is to advise you that Devon Energy Production Company, L.P., is filing an application with the New Mexico Oil Conservation Division ("NMOCD") seeking approval for a Central Tank Battery for the below mentioned wells. NMOCD granted approval to previous commingle with order PLC734.

Well Name	API/UWI
CATTY SHACK 6-7 FED COM 210H	3002547306
CATTY SHACK 6-7 FED COM 211H	3002547307
CATTY SHACK 6-7 FED COM 212H	3002547308
RIGHT MEOW 31-30 FED COM 230H	3002547210
RIGHT MEOW 31-30 FED COM 231H	3002547211
RIGHT MEOW 31-30 FED COM 232H	3002547212
RIGHT MEOW 31-6 FED COM 234H	3002547209
RIGHT MEOW 31-7 FED COM 233H	3002547309
CATTY SHACK 6-7 FED COM 711H	3002548486
CATTY SHACK 6-7 FED COM 621H	3002548484
CATTY SHACK 6-7 FED COM 713H	3002548487
CATTY SHACK 6-7 FED COM 623H	3002548485

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

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

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

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Please contact the undersigned at (405) 552-6560 should you have any questions or need anything further.

Sincerely,

Jenny Harms Regulatory Compliance Professional Work Phone: (405)552-6560 Jennife-harms@dvn.com Devon Energy Center-Tower 333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

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Γ	RECEIVED:	REVIEWER:	TYPE:	APP NO:	
			ABOVE THIS TABLE FOR OCD DIVISIO		
					OF NEW MA
		- Geologic	D OIL CONSERVAT al & Engineering B Incis Drive, Santa I	ureau -	
		ADMINISTR	ATIVE APPLICATIO	N CHECKLIST	
	THIS	S CHECKLIST IS MANDATORY FOR ALL REGULATIONS WHICH REG	ADMINISTRATIVE APPLICATIO		N RULES AND
Ар	plicant: <u>Dev</u>	on Energy Production (Co., LP	OGRID Nur	nber: <u>6137</u>
		e attachments for mult			
Poo	DI: [96229] MESA	VERDE;BONE SPRING & [53805	SAND DUNES;BONE SPE	RING,SOUTH Pool Code	96229 & 53805
		/C-025 G-08 S243217P;			
S	UBMIT ACCURA	TE AND COMPLETE INFORM		ROCESS THE TYPE OF AP	PLICATION INDICATED
			BELOW		
1)	A. Locatio B. Check [1] Con [1] Inje	one only for [1] or [1] nmingling – Storage – Meas DHC CTB XPL ection – Disposal – Pressur WFX PMX SW	urement C PC XOLS Increase – Enhand D IPI EOF	ced Oil Recovery	FOR OCD ONLY
2)	A. Offse B. Royc C. App D. Notif E. Notif F. Surfc G. For c	N REQUIRED TO: Check the et operators or lease hold alty, overriding royalty ow lication requires publishe ication and/or concurre ication and/or concurre ace owner all of the above, proof of notice required	lers mers, revenue owne d notice nt approval by SLO nt approval by BLM		Notice Complete Application Content Complete nd/or,
3)	approval is ac taken on this c	I: I hereby certify that the ir curate and complete to th application until the require Note: Statement must be complete	e best of my knowled d information and no	ge. I also understand the tifications are submitted	nat no action will be d to the Division.

Jenny Harms8-24-2021Print or Type
Name405-552-6560Ourse Harms405-552-6560Phone Number
jenny.harms@dvn.comSignaturee-mail Address

<i>by</i> OCD: <i>9/2/2021</i> 6:47:57 AM					
District I	State	of New Mexico			Form C-107-E
.625 N. French Drive, Hobbs, NM 88240 District II	Energy, Minerals and	d Natural Resources De	epartment	Revised A	August 1, 201
811 S. First St., Artesia, NM 88210 District III	OU CONSE	RVATION DIVIS	ION	Submit	the original
1000 Rio Brazos Road, Aztec, NM 87410		. St Francis Drive		application to t	the original he Santa Fe
<u>District IV</u> 1220 S. St Francis Dr, Santa Fe, NM		New Mexico 87505		office with one	copy to the
87505				appropriate Dis	trict Office.
APPLICATION			(DIVERSE	OWNERSHIP)	
	nergy Production (72102		
	sheridan Avenue, C	Oklahoma City, OK	. /3102		
APPLICATION TYPE: ☐ Pool Commingling ☐Lease Comminglir	M Pool and Lassa Co	mmingling Off-Lease	Storage and Massurg	mont (Only if not Surface	Commingled)
			Storage and Measure	ement (Only if not Surface	(Commingled)
LEASE TYPE: Fee I Is this an Amendment to existing Order	State X Fede		he appropriate O	rder No	
Have the Bureau of Land Management					ingling
		DL COMMINGLIN s with the following in			
	Gravities / BTU of	Calculated Gravities /		Calculated Value of	
(1) Pool Names and Codes	Non-Commingled Production	BTU of Commingled Production		Commingled Production	Volumes
See attachments	Troduction	Tioduction		Tioduction	-
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		-			
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SIGNATURE:____

TITLE:_Regulatory Professi onal DATE:_ 8-24-2021_____

TYPE OR PRINT NAME_ Jenny Harms_____

_____ TELEPHONE NO.: 405-552-6560

E-MAIL ADDRESS:_ Jenny Harms

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(1) The proposed commingling includes production from more than one:

(i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution;

Proposal for RIGHT MEOW 31 CTB 5 UPGRADE

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

Well Name	API/UWI	SHL	LEASES	LEASES	LEASES	FORMATION
CATTY SHACK 6-7 FED COM 210H	3002547306	31-23S- 32E	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%	MESA VERDE;BONE SPRING [96229]
CATTY SHACK 6-7 FED COM 211H	3002547307	31-23S- 32E	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%	MESA VERDE;BONE SPRING [96229]
CATTY SHACK 6-7 FED COM 212H	3002547308	31-23S- 32E	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%	MESA VERDE;BONE SPRING [96229]
RIGHT MEOW 31-30 FED COM 230H	3002547210	31-23S- 32E	NMNM018848- 12.5%	NMNM014157- 12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-30 FED COM 231H	3002547211	31-23S- 32E	NMNM018848- 12.5%	NMNM014157- 12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-30 FED COM 232H	3002547212	31-23S- 32E	NMNM018848- 12.5%	NMNM014157- 12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-6 FED COM 234H	3002547209	31-23S- 32E	NMNM018848- 12.5%	NMNM139371- 12.5%	NMNM077064- 12.5%	SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-7 FED COM 233H	3002547309	31-23S- 32E	NMNM018848- 12.5%	NMNM077064- 12.5%	NMNM068084- 12.5%	SAND DUNES;BONE SPRING, SOUTH [53805]
CATTY SHACK 6-7 FED COM		31-23S-	NMNM018848-	NMNM077064-	NMNM068084-	[98248] WC-025 G-08 S243217P;
711H	3002548486	32E	12.5%	12.5%	12.5%	UPR WOLFCAMP
CATTY SHACK 6-7 FED COM		31-23S-	NMNM018848-	NMNM077064-	NMNM068084-	[98248] WC-025 G-08 S243217P;
621H	3002548484	32E	12.5%	12.5%	12.5%	UPR WOLFCAMP
CATTY SHACK 6-7 FED COM		31-23S-	NMNM018848-	NMNM077064-	NMNM068084-	[98248] WC-025 G-08 S243217P;
713H	3002548487	32E	12.5%	12.5%	12.5%	UPR WOLFCAMP
CATTY SHACK 6-7 FED COM		31-23S-	NMNM018848-	NMNM077064-	NMNM068084-	[98248] WC-025 G-08 S243217P;
623H	3002548485	32E	12.5%	12.5%	12.5%	UPR WOLFCAMP

CA:

- The Catty Shack 6-7 Fed Com 210H, 211H & 212H will share one 685.66 ac Comm Agreement.
- The Right Meow 31-30 Fed Com 230H, 231H & 232H will share one 691.60 ac Comm Agreement.
- The Right Meow 31-6 Fed Com 234H will have its own 320.11 ac Comm Agreement.
- The Right Meow 31-7 Fed Com 233H will have its own 400.08 ac Comm Agreement.
- The Catty Shack 6-7 Fed Com 621H, 623H, 711H, and 713H will share one 685.66 ac Comm Agreement.

Oil & Gas metering:

The Right Meow 31 CTB 5 central tank battery is in SE/4, SW/4, & LOT 4, S31, T23S, R32E in Eddy County, NM.

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

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

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

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

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

The central tank battery has three oil tanks and three water tanks that all wells utilize. All wells have one common gas delivery point(s) on location and one Received by OCD (2002) & ACTY of M directly adjacent to location.

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

W. II N		Individual Mete	ers
Well Name	Gas Allocation	Oil Allocation	Water Allocation
CATTY SHACK 6-7 FED COM 212H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 211H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-7 FED COM 233H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 210H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-30 FED COM 232H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-30 FED COM 230H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-6 FED COM 234H	DVN / *	DVN / *	DVN / *
RIGHT MEOW 31-30 FED COM 231H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 621H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 711H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 623H	DVN / *	DVN / *	DVN / *
CATTY SHACK 6-7 FED COM 713H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Gas FMP #2	DCP / *		
Gas FMP #3	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

Process and Flow Descriptions:

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

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

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

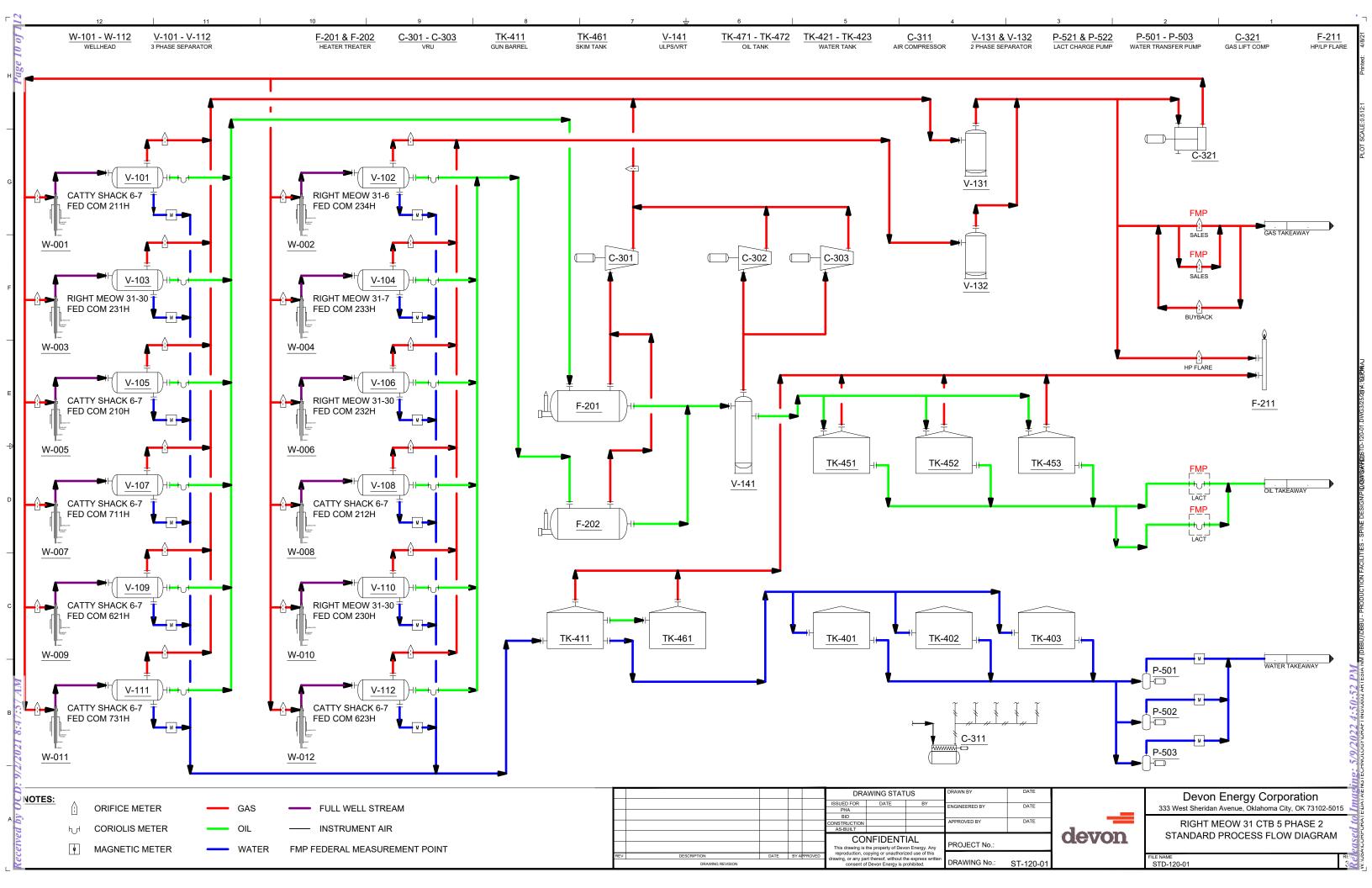
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

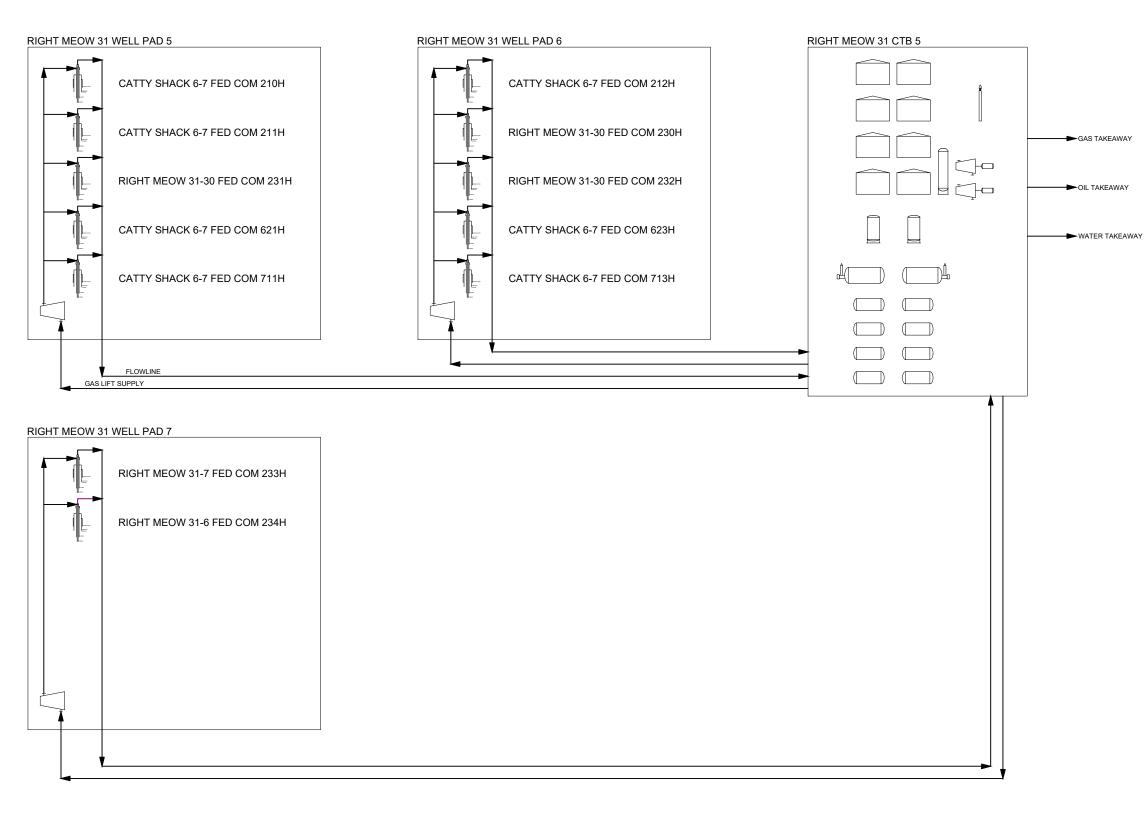
- 1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) – Beginning Tank Inventory.
- 2. Available oil for sale is calculated by Pipeline LACT (FMP) + Beginning Tank Inventory.
- 3. Theoretical % is calculated by dividing each oil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

WATER ALLOCATION

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

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



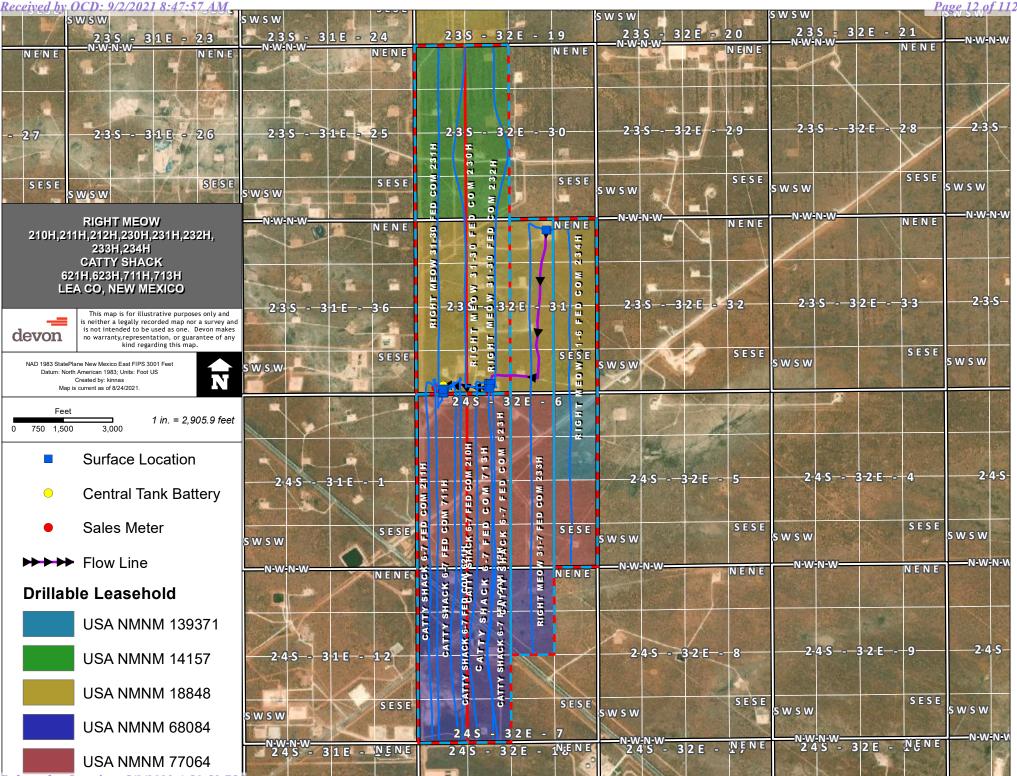


NOTES:	-					WING STATUS	D	DRAWN BY
1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE					ISSUED FOR PHA	DATE B	Y E	ENGINEERED BY
2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM					BID			00000000
					CONSTRUCTION AS-BUILT		<i>P</i>	APPROVED BY
						NFIDENTIAL		
						the property of Devon Energy	Any F	PROJECT No.:
		REV	DESCRIPTION DATE	BY APPROVED		opying or unauthorized use of art thereof, without the express	written	
			DRAWING REVISION			f Devon Energy is prohibited		DRAWING No.:

DATE DATE DATE devon ###### ST-120-02

Devon Energy Corporation 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015 RIGHT MEOW 31 CTB 5 PHASE 2 STANDARD PROCESS MAP

FILE NAME STD-120-02



Revenuesd for American States and States and State Basin Filing Plats 2021 Right Meow_31_CTB_5_rev.mxd

Economic Justification Report RIGHT MEOW 31 CTB 5

				Fed Lease 2		Fed					
Well Name & Number	Туре	Fed Lease 1	Royalty Rate	(if	Royalty Rate	Lease	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
				applicable)		3					
CATTY SHACK 6-7 FED COM 210H	Sweet	Please reference commin	ngle proposa	al for leases				960	40	1900	1401
CATTY SHACK 6-7 FED COM 211H	Sweet							1120	40	1960	1401
CATTY SHACK 6-7 FED COM 212H	Sweet							900	40	1630	1401
RIGHT MEOW 31-30 FED COM 230H	Sweet							360	40	620	1401
RIGHT MEOW 31-30 FED COM 231H	Sweet							525	40	1120	1401
RIGHT MEOW 31-30 FED COM 232H	Sweet							465	40	780	1401
RIGHT MEOW 31-6 FED COM 234H	Sweet							500	40	1180	1401
RIGHT MEOW 31-7 FED COM 233H	Sweet							622	40	1160	1401
CATTY SHACK 6-7 FED COM 711H*	Sweet							330	43	1300	1392
CATTY SHACK 6-7 FED COM 621H*	Sweet							350	43	980	1392
CATTY SHACK 6-7 FED COM 713H*	Sweet							330	43	1300	1392
CATTY SHACK 6-7 FED COM 623H*	Sweet							350	43	980	1392
*Production from off-set wells											

Signed: ______

Date: 8/24/2021

Printed Name: Jenny Harms

Title: Regulatory Compliance Specialist

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
6812.0	45.0	14910.0	1398.2

Economic Combined Production

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

Received by OCD: 9/2/2021 8:47:57 AM

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47) and E/2 W/2 of Section 30 and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44) and E/2 W/2 of Section 31, Township 23 South, Range 32 East, Lea County, New Mexico.

Right Meow 31-30 Fed Com 230H SHL: 165' FSL & 2195' FWL BHL: 20' FNL & 1535' FWL
 Right Meow 31-30 Fed Com 231H

 SHL: 10' FSL & 830' FWL

 BHL: 20' FNL & 660' FWL

Right Meow 31-30 Fed Com 232H SHL: 165' FSL & 2255' FWL BHL: 20' FNL & 2410' FWL



Tract 1 NMNM 014157 345.76 acres



Tract 2 NMNM 18848 345.84 acres

30			
		Supervision of the supervision o	
31		A STATE OF STATE OF STATE	

To Communitization Agreement dated July 1, 2020, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

Right Meow 31-6 Fed Com 234H SHL: 350' FNL, 1,485' FEL, Sec 31-23S-32E BHL: 20' FSL, 800' FEL, Sec 6-24S-32E



Tract 1 NMNM 18848 160.00 acres



Tract 2 NMNM 139371 80.11 acres

Tract 3 NMNM 77064 80.00 acres

	•		31
		100 million 1000	Contraction of the local division of the
			6
			6
			6

To Communitization Agreement dated July 1, 2020, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

	•	
Catty Shack 6-7 Fed Com 211H SHL: 10' FSL, 800' FWL, Sec 31-23S-32E BHL: 20' FSL, 400' FWL, Sec 7-24S-32E		6
Catty Shack 6-7 Fed Com 210H SHL: 10' FSL, 860' FWL, Sec 31-23S-32E BHL: 20' FSL, 1,350' FWL, Sec 7-24S-32E		
Catty Shack 6-7 Fed Com 212H SHL: 165' FSL, 2,225' FWL, Sec 31-23S-32E BHL: 20' FSL, 2,300' FWL, Sec 7-24S-32E		
Tract 1 NMNM 77064 344.10 acres		7
Tract 2 NMNM 68084 341.56 acres		
	211H 210H 212H	

To Communitization Agreement dated July 1, 2020, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

31 Right Meow 31-7 Fed Com 233H SHL: 350' FNL, 1,515' FEL, Sec 31-23S-32E BHL: 2,620' FNL, 2,000' FEL, Sec 7-24S-32E Tract 1 **NMNM 18848** 160.00 acres Tract 2 **NMNM 77064** 160.08 acres 6 Tract 3 NMNM 68084 80.00 acres

To Communitization Agreement dated February 1, 2021, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

Catty Shack 6-7 Fed Com 621H SHL: 150' FSL & 860' FWL, Sec 31-23S-32E BHL: 20' FSL & 1160' FWL, Sec 7-24S-32E (Defining well)

Catty Shack 6-7 Fed Com 623H SHL: 315' FSL & 2255' FWL, Sec 31-23S-32E BHL: 20' FSL & 2410' FWL, Sec 7-24S-32E (Infill well) Catty Shack 6-7 Fed Com 711H SHL: 150' FSL & 800' FWL, Sec 31-23S-32E BHL: 20' FSL & 400' FWL, Sec 7-24S-32E (Infill well)

Catty Shack 6-7 Fed Com 713H SHL: 315' FSL & 2195' FWL, Sec 31-23S-32E BHL: 20' FSL & 1820' FWL, Sec 7-24S-32E (Infill well)



Tract 1 NMNM 77064 344.10 acres



Tract 2 NMNM 68084 341.56 acres

-00		-	P		
					6
					7
	ļ		ļ	ļ	

TRACKING	STATUS	NAME				
9405509898642756315480	Delivered	AMY & GERALD T TRESNER	6964 N 79TH ST STE 3	NIWOT	Colorado	80503
9405509898642103925140	Delivered	ANDRA COCCIMIGLIO	PO BOX 712091	SALT LAKE CITY	Utah	84171-2091
9405509898642103925263	Delivered	DRAGOON CREEK MINERALS LLC	PO BOX 470857	FORT WORTH	Texas	76147
9405509898642103925294	Delivered	EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST	1000 4TH ST	ROSWELL	New Mexico	88201
9405509898642103925188	Delivered	JAVELINA PARTNERS	616 TEXAS ST	FT WORTH	Texas	76102-4612
9405509898642103925256	Delivered	JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROMBIE MA	3018 E KSEL DR	SANDY	Utah	84092
9405509898642756315596	Delivered	JUSTIN T CRUM	PO BOX 3598	ROSWELL	New Mexico	88202
9405509898642103925379	Delivered	MCMULLEN MINERALS LLC	PO BOX 470857	FORT WORTH	Texas	76147
9405509898642103925393	Delivered	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVE	3100 MONTICELLO AVE STE 500	DALLAS	Texas	75205
9405509898642756315626	Delivered	MORRIS E SCHERTZ	PO BOX 2588	ROSWELL	New Mexico	88202-2588
9405509898642756315718	Delivered	ONRR ROYALTY MANAGEMENT PROGRAM	PO BOX 25627	DENVER	Colorado	80225-0627
9405509898642756315749	Delivered	PEGASUS RESOURCES LLC	PO BOX 470698	FORT WORTH	Texas	76147
9405509898642756322198	Delivered	PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO	4245 N CENTRAL EXPSWY STE 320	DALLAS	Texas	75205
9405509898642756315848	Delivered	RICHARDSON MINERAL & ROYALTY LLC	PO BOX 2423	ROSWELL	New Mexico	88202
9405509898642103925485	Delivered	TD MINERALS LLC	8111 WESTCHESTER DR STE 900	DALLAS	Texas	75225
9405509898642756315961	Delivered	THE OAKASON JR CO LC BANK OF AMERICA NA AGENT	PO BOX 840738	DALLAS	Texas	75284-0738

From:	AFMSS
To:	Harms, Jenny
Subject:	Well Name: Batch Sundry, Sundry Id: 2630389, Notification of Batch Sundry Received
Date:	Wednesday, August 25, 2021 8:53:16 AM

The Bureau of Land Management

- Notice Of Intent Receipt Operator Name: DEVON ENERGY PRODUCTION COMPANY LP
 - Well Name: Batch Sundry
 - Well Number: Batch Sundry
 - US Well Number: Batch Sundry
 - Sundry ID: 2630389

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 08/25/2021. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

This notification is automatically generated. Please do not reply to this message as this account is not monitored.

District II OII Phone: (575) 748-1283 Fax: (575) 748-9720 OII 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 Minerals & Natural Resources Department DIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505				Sub	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office			
			WE	LL LC	DCAT	TION AND	ACR	REAGE DEDIC	CATION PLA	ΔT				
	¹ API Number 30-025-48484				8248	Code ³ Pool Name WC-025 G-08 S243217P:UPR					WOLFCAMP			
⁴ Property C	⁴ Property Code						⁵ Property Name					⁶ Well Number		
328298					(CATTY SHA	CATTY SHACK 6-7 FED COM 621H					621H		
⁷ OGRID N	0.					⁸ Operator Name					⁹ Elevation			
6137				DEV	ON EI	NERGY PRODUCTION COMPANY, L.P.					3542.9			
	L					10 Su	ırface	e Location						
UL or lot no.	Section	Townsh	ip	Range	Lot I	dn Feet from	n the	North/South line	Feet from the	East/We	est line	County		
4	31	23 8		32 E		150)	SOUTH	860	WE	ST	LEA		
		•		пB	otton	n Hole Loca	ation	If Different Fro	om Surface					
UL or lot no.	Section	Townsh	ip	Range	Lot I	dn Feet from	n the	North/South line	Feet from the	East/We	est line	County		
4	7	24 \$	5 .	32 E		20	20 SOUTH 1160 WEST LEA				LEA			
¹² Dedicated Acres 685.66	¹³ Joint	or Infill	¹⁴ Cor	nsolidatio	n Code				¹⁵ Order No.					

				1
NW CORNER SEC. 31	N89'27'05"E	2854.96 FT N89'24'40"E 2639.34	ET NE CORNER SEC. 31	17 OPERATOR CERTIFICATION
LONG. = 103.7229746W 83		N/4 CORNER SEC. 31 LAT. = 32.2682063'N LONG. = 10(3.7137401'W	LAT. = 32.2682387'N LAT. = 103.7052031'W	I hereby certify that the information contained herein is true and complete
NMSP EAST (FT)	L1	NMSP EAST (FT)	S NMSP EAST (FT)	to the best of my knowledge and belief, and that this organization either
N = 461832.00 S E = 729990.21≱		N = 461859.33 E = 732844.42	™ N = 461886.45 µ E = 735483.05	owns a working interest or unleased mineral interest in the land including
없. w/4 CORNER SEC. 31 역	L2		₩ E/4 CORNER SEC. 31	the proposed bottom hole location or has a right to drill this well at this
LAT. = 32.2609229'N LONG. = 103.7229776'W		SEC. 31	<pre>King 22.2609726'N LONG. = 103.7051986'W</pre>	location pursuant to a contract with an owner of such a mineral or working
			L NMSP EAST (FT) ∞ N = 459243.11	interest, or to a voluntary pooling agreement or a compulsory pooling order
NMSP EAST (FT) L N = 459193.32 E = 730004.28	L3		Ģ E = 735499.93	heretofore entered by the division.
SW CORNER SEC. 31		S/4 CORNER SEC. 31 - LAT 32,2536876'N	SE CORNER SEC. 31	
LONG. = 103.7229799'W	L4 - G _	LONG. = 103.7137708'W NMSP EAST (FT)	↓ LONG. = 103.7052143'W ↓ NMSP EAST (FT)	Junni W Hanno 7-28-2020
NMSP EAST (FT) 99 CATTY SHACK 6-7 FED COM 621H N = 456553.86		HL N = 456577.46	8 N = 456602.93	Date Date
ELEV. = 3542.9' LAT. = 32.2540861'N (NAD83)		P [*] E = 732865.41 389'31'30'W S89'26'54'W 2645.8 2847.56 FT		JENNY HARMS
	. · \	FTP L3 L2 L1	LAT. = 32.2534009'N LONG. = 103.7192287'W	Printed Name
LONG. = 103.7201986'W & NMSP EAST (FT) & N = 456711.02			₩NSP EAST (FT) N = 456463.50	
E = 730877.50 ≱		SEC. 6	E = 731178.78	JENNY.HARMS@DVN.COM
W/4 CORNER SEC. 6 LAT. = 32.2464035'N	L5	ATE SHOWN USING THE NORTH ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NADE	E 117 70 010101 (01)	E-mail Address
LONG. = 103.7229871'W		LISTED NEW MEXICO STATE PLANE	LONG. = 103.7050749'W	
NMSP EAST (FT) L N = 453911.25		BASIS OF BEARING AND DISTANCE USED ARE NEW MEXICO STATE PL	E NMSP EAST (FT)	ISURVEYOR CERTIFICATION
N = 453911.25 E = 730031.37 E = 730031.37	L6	EAST COORDINATES MODIFIED TO SURFACE, VERTICAL DATUM NAVDE S/4 CORINER SEC, 6	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	
SW CORNER SEC. 6 LAT. = 32.2391438'N LONG. = 103.7229880'W			LAT. = 32.2391940'N	I hereby certify that the well location shown on this plat
NMSP EAST (FT)	L7	NMSP LAST (FT) N = 451309.37	S NMSP EAST (FT)	was plotted from field notes of actual surveys made by
N = 451270.25 E = 730046.09		E = 752866.29 2821.09 FT S89'46'08"W 2652.7	E = 735518.43	me or under my supervision, and that the same is true
E		SEC. 7		and correct to the best of my belief.
1641.8	L1		2647.	
		++-	LAST TAKE POINT 100' FSL, 1160' FWL	JUNE 24, 2020
्रम् W/4 CORNER SEC. 7 रि	L2	BOTTOM OF HOLE	LAT. = 32.2249084'N	Date of Survey
LAT. = 32.2318834'N & LONG. = 103.7229848'W		LAT. = 32.2246885'N LONG. = 103.7192372'W	DNF LONG. = 103.7192371'W NMSP EAST (FT)	NON THE REAL
NMSP EAST (FT)		NMSP EAST (FT)	N = 446098.14 E = 731235.45	
N = 448629.00 E = 730062.08	L3	E = 731235.87	47.41	
SW CORNER SEC. 7		S/4 CORNER SEC. 7 - LAT 3:2246435'N	→ SE CORNER SEC. 7 LAT. = 32.2246429'N	
LONG. = 103.7229875'W	L4	LONG. = 103.7138461'W NMSP TAST (FT)	be LONG. = 103.7053026'W	Signature and Seal of Profession Surveyor:
NMSP EAST (FT) 역 N = 445988.98 율	BHL 2	N = 446011.36	\sim NMSP EAST (FT) \approx N = 446026.47	Certificate Number: FILMON F. JARAMISO PLS 12797
E = 730076.27 -	1160	E = 7 2903.10 2827.53 FT S89'40'21"W 2642.5	E = 735545.06	PROFESSIRATION 8285
L				

-	API # 30-025-48484			
	Operator Name:		Property Name:	Well Number
	DEVON ENERGY PRODUC	TION CO., L.P.	CATTY SHACK 6-7 FED COM	621H

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 350 FSL	From N/S	Feet 1160 FW	From E/W L	County LEA
Latitu	de				Longitude				NAD
32.	32.25463100				-103.71922500				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	4	100	NORTH	1160	WEST	LEA
	Latitude 32.2534009					8.7192287	,		NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	7	24S	32E	4	100	SOUTH	1160	WEST	LEA
Latitu		249084			Longitud	^e 103.719	2371		NAD 83

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

Is this well an infill well?

NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

1625 N. French Dr., Hobbs, NM 88240

811 S. First St., Artesia, NM 88210

Phone: (575) 393-6161 Fax: (575) 393-0720

Phone: (575) 748-1283 Fax: (575) 748-9720

District I

District II

District III

Form C-102

District Office

Revised August 1, 2011

Submit one copy to appropriate

1000 Rio Brazos Road,	Aztec, NM 87	410			12	20 South St.	Francis Dr.				
Phone: (505) 334-6178 District IV	· · ·					Santa Fe, NM 87505				AMENDED REPOR	
1220 S. St. Francis Dr.,	Santa Fe, NM	87505									
Phone: (505) 476-3460	Fax: (505) 476	5-3462									
			WELI	L LO	CATIO	N AND ACI	REAGE DEDI	CATION PL	AT		
¹ A	PI Number	r			² Pool Cod	e		³ Pool Na	me		
30-025-	48485			[98	3248]	W	/C-025 G-08 S2	243217P;UPR	WOLF	CAMP	
⁴ Property C	ode					⁵ Property	Name			6 V	Vell Number
328298					CA	ГТҮ ЅНАСК	6-7 FED COM				623H
⁷ OGRID N	lo.					⁸ Operator Name				⁹ Elevation	
6137]	DEVC)N ENEI	ERGY PRODUCTION COMPANY, L.P.					3565.5
						[™] Surfac	e Location				
UL or lot no.	Section	Townsh	ip Ra	ange	Lot Idn	Feet from the	North/South line	Feet from the	East/We	est line	County
Ν	31	23 S	32	2 E		315	SOUTH	2255	WE	ST	LEA
				^п Вс	ottom H	ole Location	If Different Fr	om Surface			
UL or lot no.	Section	Townsh	ip Ra	ange	Lot Idn	Feet from the	North/South line	Feet from the	East/We	est line	County
Ν	7	24 S	32	2 E		20	SOUTH	2410	WE	ST	LEA
¹² Dedicated Acres	¹³ Joint	or Infill	¹⁴ Conso	olidation	Code			¹⁵ Order No.			
685.66											

State of New Mexico

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.

Energy, Minerals & Natural Resources Department

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.

N89'27'05"E 28	854.96 FT N89'24'40"E 2639.34 FT	NE CORNER SEC. 31	¹⁷ OPERATOR CERTIFICATION
NW CORNER SEC. 31 LAT. = 32.2681761'N LONG. = 103.7229746'W 😤	N/4 CORNER SEC. 31 LAT. = 32.2682063'N	NE CORNER SEC. 31 □ LAT. = 32.2682387N □ LONG. = 103.70520311W	I hereby certify that the information contained herein is true and complete to the
LUNG. = 103.7229746 W R L1	LONG. = 103.7137401'W NMSP EAST (FT)	S NMSP FAST (FT)	best of my knowledge and belief, and that this organization either owns a
N = 461832.00 ° E = 729990.21 ≥	N = 461859.33	N = 461886.45 E = 735483.05	working interest or unleased mineral interest in the land including the proposed
w/4 CORNER SEC. 31 9 12	L = 732044.42	B ≅ E/4 CORNER SEC. 31	bottom hole location or has a right to drill this well at this location pursuant to
LAT. = 32.2609229'N S LONG. = 103.7229776'W	SEC. 31	EAT. = 32.2609726'N LONG. = 103.7051986'W	a contract with an owner of such a mineral or working interest, or to a
NMSP EAST (FT)		⊑ NMSP EAST (FT) ס N = 459243.11	voluntary pooling agreement or a compulsory pooling order heretofore entered
N = 459193.32 E = 730004.28 £L3		Ģ E = 735499.93	by the division.
SW CORNER SEC. 31 [®] LAT. = 32.2536675′N _₩	S/4 CORNER SEC. 31	육 SE CORNER SEC. 31 LAT. = 32.2537153'N	Ennil Hinnin 7 21 2020
LAI. = 32.2306/3 N ≥ LONG. = 103.7229799 ₩ ⊨ L4	م LONG. = 103.7137708'W C SHI NMSP EAST (FT)	tong. = 103.7052143′₩ ☆ NMSP EAST (FT)	7-31-2020
CATTY SHACK 6-7 NMSP EAST (FT) 00 FED COM 623H N = 456553.86 5 FED COM 62555555555555555555555555555555555555		8 N = 456602.93 E = 735510.52 FIRST TAKE POINT	Signature // Date
LAT. = 32.2545493'N (NAD83)	S89'26'54"W 2645.80 FT	100' FNL, 2410' FWL Lat = 32.2534097 N	JENNY HARMS
LONG. = 103.7156869'W 원 NMSP EAST (FT) 약 L4	L3 L2 L1	LONG. = 103.7151861"W NMSP EAST (FT)	Printed Name
N = 456887.55 S E = 732271.29 s		N = 456473.86 E = 732428.47	JENNY.HARMS@DVN.COM
₩/4 CORNER SEC. 6 😕 L5	NOTE: LATITUDE AND LONGITUDE COORDINATES	E = 752+20.47	E-mail Address
LAT. = 32.2464035'N B LONG. = 103.7229871'W	ARE SHOWN USING THE NORTH AMERIC IN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE	δ LÁT. = 32.2464814'N LONG. = 103.7050749'W	
NMSP EAST (FT)	EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE	⊨ NMSP EAST (FT) → N = 453971.53	¹⁸ SURVEYOR CERTIFICATION
$E = 730031.37 \frac{6}{51}$	EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD8B. S/4 CORNER SEC. 6	$\frac{12}{52}$ E = 735569.00	
SW CORNER SEC. 6 😤 — — — — — — — — — — — — — — — — — —	LAT. = -31-2392070'N LONG. = 103.7138663'W	SE CORNER SEC. 6 ► LAT. = 32,2391940'N	I hereby certify that the well location shown on this plat was
2010 103.7223000 # 2	NMSP AST (FT)	ີ່ຊຸລ LONG. = 103.7052886′W ອິ NMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
N = 451270.25 E = 730046.09	N = 451309.37 E = 752866.29	E = 735518.43	my supervision, and that the same is true and correct to the
589 ′12′19″₩ 2	821.09 FT S89'46'08"W 2652.74 FT SEC. 7	E	best of my belief.
89 L1	SEC. 7	647.4	JULY 30, 2020
×−−−+		LAST TAKE POINT	
	BOTTOM CF HOLE	LAT. = 32.2249159'N LONG. = 103.7151958'W	Date of Survey
I ONG. = 103.7229848'W	AT. = 32 2246960'N _ONG. = 103.7151959'W DNF		
NMSP EASI (FI) E	NMSP EAST (FT) N = 446028.05	N = 446108.04 E = 732485.14	ANNO ESIXIX
E = 730062.08 E	E = 732445.56 S/4 CORNER SEC. 7	14 14 28 SE CORNER SEC. 7	
SW CORNER SEC. 7 \approx	LONG. = 103.7138461'W	∝ SE CURNER SEC. 7 LL LAT. = 32.2246429'N to LONG. = 103.7053026'W	Signature and Seal of Professional Surgery or:
NMSP EAST (FT)	NMSP EAST (FT)	NMSP EAST (FT)	Certificate Number: NLWAYS F. JARAMILLO, PLS 12797
E = 730076.27	E = 732903.10	S N = 446026.47 E = 735545.06	PROFESSSURVEY NO. 8288A
S89'32'47"W	2827.53 FT \$89'40'21"W 2642.58 FT		

Intent X As Drilled			
Operator Name:		Property Name:	Well Number
DEVON ENERGY PRODUCT	ION CO., L.P.	CATTY SHACK 6-7 FED COM	623H

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 23E	Lot	Feet 465 FSL	From N/S	Feet 2410 FW	From E/W	County LEA
Latitu 32.2	^{de} 549600	D			Longitude -103.715	36100			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	3	100	NORTH	2410	WEST	LEA
Latitu	^{de} 32.253	4097			Longitude 103	8.7151861			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	7	24S	32E		100	SOUTH	2410	WEST	LEA
Latitu	Latitude 32.2249159					^{le} 103.715	1958	NAD 83	

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

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Numbe

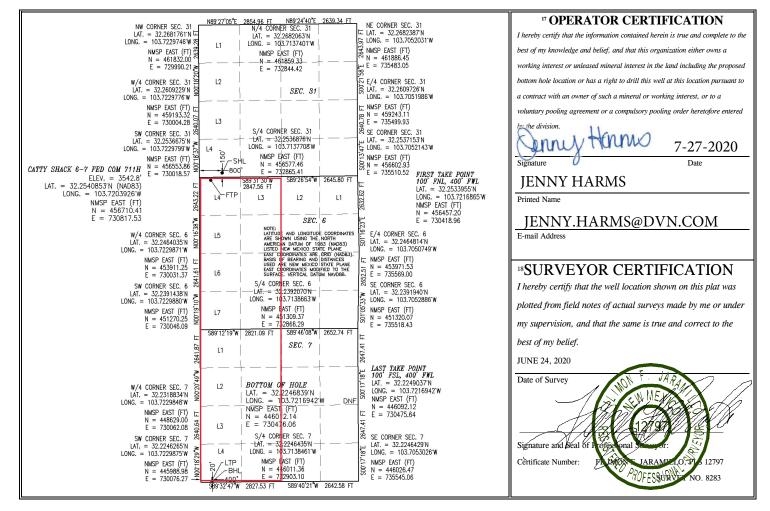
KZ 06/29/2018

District I

Form C-102

685.66										
¹² Dedicated Acres	¹³ Joint	or Infill	¹⁴ Consolidation	Code			¹⁵ Order No.			
4	7	24 S	32 E		WE	ST	LEA			
UL or lot no.	Section	Township	ship Range Lot Idn Feet from the North/South line Feet from the						est line	County
			" В	ottom He	ole Location	If Different Fr	om Surface		<u> </u>	
4	31	23 S	32 E		150	SOUTH	800	WE	ST	LEA
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/We	est line	County
					¹⁰ Surface	e Location				
6137			DEV	ON ENER	RGY PRODUC	CTION COMPA	NY, L.P.			3542.8
⁷ OGRID N	lo.				⁸ Operator	Name			9	⁹ Elevation
328298				CAT	TTY SHACK	6-7 FED COM			711H	
⁴ Property C						⁶ Well Number				
30-025-4	48486		[98]	248]	V	WC-025 G-08 S243217P;UPR WOLFCAMP				Р
WELL LOCATION AND ACREAGE DEDICATION PLA]
	1 (505) 470		VELLIO	CATIO		EAGE DEDIG	ΔΤΙΟΝ ΡΙ	۵т		
1220 S. St. Francis Dr., Phone: (505) 476-3460	,									
District IV					Santa Fe, N	M 87505				ENDED REPORT
000 Rio Brazos Road, hone: (505) 334-6178	· · ·			12						
hone: (575) 748-1283 District III	Fax: (575) 748	3-9720			20 South St.					District Office
11 S. First St., Artesia				OIL C	ONSERVAT	ION DIVISIO	N	Sub	mit one c	copy to appropriate
hone: (575) 393-6161 District II	Fax: (575) 39	3-0720	Energ	y, Mine	rals & Natur	al Resources I	Department			ed August 1, 2011
625 N. French Dr., Ho	· ·				State of Nev				р . ч.	1 4 1 2011

State of New Mexico



Intent X As Drilled		
API# 30-025-48486		
Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION (CO., L.P. CATTY SHACK 6-7 FED COM	711H

Kick Off Point (KOP)

UL	Section 31	Township 23s	Range 32E	Lot	Feet 400 FSL	From N/S	^{Feet} 400 FWL	From E/W	County LEA
Latitu					Longitude				NAD
32.2	32.25477900			-103.72	168200	83			

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	4	100	NORTH	400	WEST	LEA
Latitu	^{de} 32.253	3955			Longitude 103	8.7216865			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	7	24S	32E	4	100	SOUTH	400	WEST	LEA
Latitu	Latitude 32.2249037					103.721	6942	NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? NO

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Numbe

KZ 06/29/2018

1625 N. French Dr., Hobbs, NM 88240

811 S. First St., Artesia, NM 88210

Phone: (575) 393-6161 Fax: (575) 393-0720

Phone: (575) 748-1283 Fax: (575) 748-9720

District I

District II

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

Phone: (575) 748-128.	8 Fax: (575) 748	3-9720							District Off		
<u>District III</u> 000 Rio Brazos Road	Aztec, NM 87	410		12	20 South St.	Francis Dr.					
Phone: (505) 334-6178	· · ·				Santa Fe, NM 87505					ENDED REPO	
District IV 220 S. St. Francis Dr	Santa Fo. NM	87505			Sunta I C, I C	010000					
hone: (505) 476-3460											
		W	ELL LC	CATIO	N AND ACR	REAGE DEDI	CATION PL	AT			
1	API Number	r		² Pool Code	e		³ Pool Na	me			
30-025	-48487		[98]	248]	WC-025 G-08 S243217P;UPR WOLFCAMP						
⁴ Property Code ⁵ Property Name										ell Number/	
328298				CAT	TTY SHACK (6-7 FED COM			713H		
⁷ OGRID	No.				⁸ Operator Name					Elevation	
6137			DEV	ON ENER	RGY PRODUCTION COMPANY, L.P.					3564.8	
					[™] Surface	e Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	the North/South line Feet from the		East/We	st line	County	
Ν	31	23 S	32 E		315	SOUTH	2195	WES	ST	LEA	
			п В	ottom Ho	ole Location	If Different Fr	om Surface	I			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/We	st line	County	
Ν	7	24 S	32 E		20	SOUTH	1820	WES	ST	LEA	
¹² Dedicated Acro	es ¹³ Joint	or Infill ¹⁴	Consolidation	n Code	I		¹⁵ Order No.		I		
685.66											

State of New Mexico

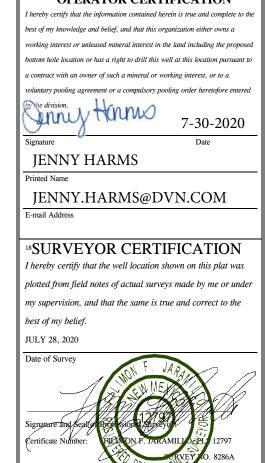
OIL CONSERVATION DIVISION

Energy, Minerals & Natural Resources Department

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.

	N89'27'05"E	2854.96 ET	N89'24'40"E	2639.34_FT		17 OPEI
NW CORNER SEC. 31 LAT. = 32.2681761'N 보		N/4 CORN LAT. = 32	ER SEC. 31		NE CORNER SEC. 31 □ LAT. = 32.2682387 [°] N	I hereby certify that t
LONG. = 103.7229746 W 8	1 1	LONG. = 10	3.7137401'W	[5 LONG. = 103.7052031'W	best of my knowledge
NMSP EAST (FT) N = 461832.00		NMSP E	AST (FT) 1859.33— —		₩SP EAST (FT) N = 461886.45	
E = 729990.21		E = 73			ير E = 735483.05	working interest or u
w/4 CORNER SEC. 31 LAT. = 32.2609229'N 될	L2				E/4 CORNER SEC. 31	bottom hole location
LONG. = 103.7229776'W	L	<u> </u>	SEC. 31		S LAT. = 32.2609726'N LONG. = 103.7051986'W	a contract with an ov
NMSP EAST (FT) L N = 459193.32 E = 730004.28					∟ NMSP EAST (FT) ∞ N = 459243.11 ⊆ E = 735499.93	voluntary pooling ag
SW CORNER SEC. 31				ER SEC. 31	SE CORNER SEC. 31	K nni l
LAT. = 32.2536675'N = LONG. = 103.7229799'W	L4	 20	LONG. = 10	.2536876'N 3.7137708'W	LAT. = 32.2537153'N LONG. = 103.7052143'W	Jun
CATTY SHACK 6-7 NMSP EAST (FT)		SHL	NMSP E	AST (FT)	MMSP EAST (FT)	Signature
FED COM 713H = 430333.00 =	219	5' !	N = 40	6577.46 2865.41	S N = 456602.93 E = 735510.52 FIRST TAKE POINT	2
ELEV. = 3564.8' E - 750518.57 LAT. = 32.2545485'N (NAD83)	S89'31'30'W 2847.56 FT		S89'26'54"W	2645.80 FT	100' FNL, 1820' FWL	JENNY
LONG. = 103.7158807W	L4	L3	12	u	LAT. = 32.2534056'N LONG. = 103.7170942'W	Printed Name
NMSP EAST (FT) 5 N = 456886.91			_		NMSP EAST (FT) N = 456468.97	
E = 732211.36			SEC.	6	E = 731838.61	JENNY.
₩/4 CORNER SEC. 6	L5	NOTE: LATITUD	AND LONGITUD	E COORDINATES	E/4 CORNER SEC. 6	E-mail Address
LÁT. = 32.2464035'N LONG. = 103.7229871'W		AMERIC/ LISTED	AND LONGITUD WIN USING THE N DATUM OF 11 EW MEXICO ST	63 (NAD83)	LAT. = 32.2464814'N LONG. = 103.7050749'W	
NMSP EAST (FT)		EAST CI BASIS C	DRDINATES ARE BEARING AND E NEW MEXICO ORDINATES MOD VERTICAL DAT	GRID (NAD63). DISTANCES	는 NMSP EAST (FT)	07 FD 7 FD
N = 453911.25 E = 730031.37	L6	EAST CI	DRDINATES MOD	FIED TO THE	N = 453971.53 E = 735569.00 SE CORNER SEC. 6	18SURVE
SW CORNER SEC. 6		S/4 COR	ER SEC. 6		SE CORNER SEC. 6	I hereby certify t
LAT. = 32.2391438'N LONG. = 103.7229880'W			2392070'N 3.7138663'W		LAT. = 32.2391940'N IS LONG. = 103.7052886'W	
	2 L7	NMSP E	IST (FT)		B NMSP EAST (FT)	plotted from field
N = 451270.25 E	L/		1309.37 2866.29	l.	E = 735518.43	my supervision,
E = 730046.09	\$89'12'19 ' W		S89'46'08"W	2652.74 FT	E = 733310.43	
L F	9 L1	1	SEC. 7	Ì	4 1	best of my belief
		l r		1	2647.	JULY 28, 2020
,		+		+	LAST TAKE POINT 100' FSL, 1820 FWL	
ू w/4 CORNER SEC. 7 ह	₽ 2 L2	BOTTOM O	F HOLE		LAT. = 32.2249123'N	Date of Survey
LAT. = 32.2318834'N \$		LAT. = 32.	2246925'N 03.7171034	W DNF	LONG. = 103.7171033'W NMSP EAST (FT)	
LONG. = 103./229848 W		NMSP EAST	(FT)		N = 446103.36	
		N = 44603 E = 73189		1	⊑ E = 731895.29 ₹	
N = 448629.00 E = 730062.08 SW CORNER SEC. 7	L3		S/4 CORN	ER SEC. 7	S SE CORNER SEC. 7	
117 30.00 (00051)		+	LAT. = 32	2246435'N	LAT. = 32.2246429'N	Signature and Sea
LAI. = 32.2246263 N = LONG. = 103.7229875'W = NMSP EAST (FT) =			LONG. = TO NMSP E	3.7138461'W AST (FT)	tong. = 103.7053026°₩ → NMSP EAST (FT)	Certificate Number
N = 445988.98	BHL-	-20.	N = 44	6011.36	8 N = 446026.47	
E = 730076.27		7*W 2827.53	E = 73 T S89'40'21"W		E = 735545.06	
		1				

RATOR CERTIFICATION



Intent X As Drilled		
Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION CO., L.P.	CATTY SHACK 6-7 FED COM	713H

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 365 FSL	From N/S	Feet 1820 FW	From E/W	County LEA
Latitu	Latitude						NAD		
32	32.25469200				-103.71	709300	83		

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	3	100	NORTH	1820	WEST	LEA
Latitu	^{de} 32.253	4056			Longitude 103	8.7170942			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	7	24S	32E		100	SOUTH	1820	WEST	LEA
Latitu		249123			Longitud	^e 103.717	1033	NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? NO

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

<u>District I</u> 1625 N. French Dr., F Phone: (575) 393-616 <u>District II</u> 811 S. First St., Artes Phone: (575) 748-128 <u>District III</u> 1000 Rio Brazos Roa Phone: (505) 334-617 <u>District IV</u> 1220 S. St. Francis Di Phone: (505) 476-346	1 Fax: (575) 35 ia, NM 88210 3 Fax: (575) 74 d, Aztec, NM 87 8 Fax: (505) 33 , Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505	Energ	y, Mine OIL C 12	Sub BS D D	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office					
		WE	ELL LC	CATIO	N AND AC	REAGE DEDI	CATION PL	AT			
30-025-	API Numbe 17306	r	9622	² Pool Code 9		IESA VERDE;I	³ Pool Na BONE SPRIN				
⁴ Property	Code				⁵ Property	Name			⁶ Well Number		
328298				CAT	TTY SHACK	6-7 FED COM			210H		
⁷ OGRID	No.				⁸ Operator	· Name				⁹ Elevation	
6137	7		DEV	ON ENER	RGY PRODU	CTION COMPA	NY, L.P.			3543.4	
					[™] Surfac	e Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/W	est line	County	
4	31	23 S	32 E		10	SOUTH	860	WE	ST	LEA	
			и В	ottom Ho	ole Location	If Different Fr	om Surface	•		•	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/W	est line	County	
4	7	24 8	37 F		WE	'ST	IFA				

4	7	24 S	32 E		20	SOUTH	1350	WEST	LEA
¹² Dedicated Acres	s ¹³ Joint	or Infill	¹⁴ Consolidatio	n Code			¹⁵ Order No.		
640									

NW CORNER SEC. 31	N89'27'05"E 285	54.96 FT N89′24'40 [*] E 2639 N/4 CORNER SEC, 31	9.34_FT NE CORNER SEC. 31	¹⁷ OPERATOR CERTIFICATION
LAT. = 32.2681761'N L LONG. = 103.7229746'W S		LAT. = 32.2682063'N ONG. = 103.7137401'W	LAT. = 32.2682387'N LONG. = 103.7052031'₩	I hereby certify that the information contained herein is true and complete to the
NMSP EAST (FT)		NMSP EAST (FT)	₩ NMSP EAST (FT) ₩ = 461886.45	best of my knowledge and belief, and that this organization either owns a
N = 461832.00 ℃ E = 729990.21≱	+ -	N = 461859.33 E = 732844.42	$\mu E = 735483.05$	working interest or unleased mineral interest in the land including the proposed
W/4 CORNER SEC. 31	L2		E/4 CORNER SEC. 31	bottom hole location or has a right to drill this well at this location pursuant to
LAT. = 32.2609229'N B LONG. = 103.7229776'W		SEC. 31	LÁT. = 32.2609726'N LONG. = 103.7051986'W	a contract with an owner of such a mineral or working interest, or to a
NMSP EAST (FT) ⊨ N = 459193.32 E = 730004.28 G			L NMSP EAST (FT) ∞ N = 459243.11	voluntary pooling agreement or a compulsory pooling order heretofore entered
	L3	S/4 CORNER SEC. 31	G E = 735499.93 SE CORNER SEC. 31	the division.
SW CORNER SEC. 31 LAT = 32.2536675N LONG = 103.7229799 W 5		LAT. = 32 2536876'N + -	LAT. = 32.2537153'N	Juny Hanny 10-24-2019
NMSP EAST (FT)	·0	NMSP EAST (FT) N = 456577,46	NMSP EAST (FT) 8 N = 456602.93	Signature Date
	-860'	E = 732865.41	^o E = 735510.52	
LAT. = 32.2537013'N (NAD83)	FTP-/	47.56 FT	□ 100' FNL, 1350' FWL	JENNY HARMS
LONG. = 103.7201986'W	L4	L3 L2	LI LONG. = 103.7186142'W	Printed Name
N = 456571.05 E = 730878.32			NMSP EAST (FT) N = 456465.07 [3] E = 731368.73	JENNY.HARMS@DVN.COM
W/4 CORNER SEC. 6 🚝	L5	NOTE: LATITUDE AND LONGITUDE COO ARE SHOWN USING THE NORT	PRDINATES E/4 CORNER SEC. 6	E-mail Address
LAT. = 32.2464035'N LONG. = 103.7229871'W		AMERICAN DATUM OF 1983 (N	(AD83) (C) LAI. = 32.2464814 N ANF LONG = 103.7050749 W	
NMSP EAST (FT) ㄷ N = 453911.25 ㅡ		EAST CUORDINATES ARE GRID BASIS OF BEARING AND DISTAI USED ARE NEW MEXICO STATE		
$E = 730031.37 \frac{1}{4}$	L6	EAST COORDINATES MODIFIED SURFACE, VERTICAL DATUM NA	кова. E = 735569.00	¹⁸ SURVEYOR CERTIFICATION
SW CORNER SEC. 6 [€] LAT. = 32.2391438'N _≈		S/4 CORNER SEC. 6 -LAT. = -32:2392070'N	A SE CORNER SEC. 6 → LAT. = 32.2391940'N	I hereby certify that the well location shown on this plat was
LONG. = 103.7229880'W (2) NMSP EAST (FT)	17	LONG. = 103.7138663'W NMSP EAST (FT)	්සු LONG. = 103.7052886′W පි NMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
N = 451270.25 E = 730046.09	. L	N = 451309.37 E = 732866.29	E = 735518.43	my supervision, and that the same is true and correct to the
E	S89'12'19"W 282	21.09 FT S89'46'08"W 265	52.74 FT	best of my belief.
141.87	L1 S	SEC. 7	.4.1.4.	
N 26		+		SEPTEMBER 23, 2019
W/4 CORNER SEC. 7	L2 BO	OTTOM OF HOLE	LAST TAKE POINT	Date of Survey
LAT. = 32.2318834'N 8	LAT	T. = 32.2246896'N NG. = 103.7186229'W	DNF	
LONG. = 103.7229848'W NMSP EAST (FT)	INM	ISP EAST (FT)	$- \frac{DNF}{L} = NMSP EAST (FT)$ $- L = N = 446099.65$	XIIII (XIIII)
N = 448629.00 E = 730062.08	L3 E	= 446019.66 = 731425.83	E = 731425.41	XXX/15FOXXXX
SW CORNER SEC. 7		S/4 CORNER SEC. 7		
LONG. = 103.7229875'W		LONG. = 103.7138461'W	o LONG. = 103.7053026'W	Signature and Seal of Professional Surveyor:
NMSP EAST (FT) [™] N = 445988.98 8	BHL -	NMSP EAST (FT) N = 4+6011.36	Image: MMSP EAST (FT) Image: Research and Resea	Certificate Number: VILANON F. JARAMILLOS PIS 12797
E = 730076.27		E = 7. 2903.10 327.53 FT S89'40'21"W 264	42.58 FT E = 735545.06	POArros LINVEYNO. 7602
		n a sun addi		PROFESS FORFERING. 7602

Intent As Drilled		
API #		
Operator Name:	Property Name:	Well Number

CATTY SHACK 6-7 FED COM

Kick Off Point (KOP)

DEVON ENERGY PRODUCTION CO., L.P.

UL M	Section 31	Township 23S	Range 32E	Lot 4	Feet 260 FSL	From N/S	Feet 1350 FW	From E/W	County LEA
Latitu 32.	^{de} 254381	00			Longitude -103.718	60900			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	4	100	NORTH	1350	WEST	LEA
Latitu	^{de} 32.253	4023			Longitude 103	8.7186142			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	7	24S	32E	4	100	SOUTH	1350	WEST	LEA
Latitude 32.2249095					Longitud	103.718	6228	NAD 83	

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

Is this well an infill well?

NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

210H

Page 31 of 112

District I 1625 N. French Dr., Hol Phone: (575) 393-6161 District II 811 S. First St., Artesia, Phone: (575) 748-1283 1 District III 1000 Rio Brazos Road, I Phone: (505) 334-6178 1 District IV 1220 S. St. Francis Dr., 1 Phone: (505) 476-3460 1	3-0720 3-9720 410 4-6170 87505	Energ	•	inerals & N CONSER 1220 South	Vatur VAT n St.	v Mexico cal Resources I TION DIVISIO Francis Dr. M 87505	Department N OCD - HC 06/10/2/ RECEN)BBS Sub D20 NED	Revi omit one	Form C-102 sed August 1, 2011 copy to appropriate District Office IENDED REPORT		
		W	VELL LO	CAT	ION AND	ACR	REAGE DEDIC	CATION PL	AT			
30-025-	PI Number 47307	r	96	² Pool 229	Code	M	³ Pool Name MESA VERDE;BONE SPRING					
⁴ Property C	ode			⁵ Property Name ⁶ Wel								
328298				CATTY SHACK 6-7 FED COM 211H								
⁷ OGRID N	0.			⁸ Operator Name ⁹ Elevation								
6137			DEV	ON EN	3543.3							
	•				¹⁰ Su	rface	e Location					
UL or lot no.	Section	Township	Range	Lot Ic	In Feet from	the	North/South line	Feet from the	East/W	est line	County	
4	31	23 S	32 E		10		SOUTH	800	WE	ST	LEA	
· · ·	¹¹ B	ottom	Hole Loca	tion	If Different Fr	om Surface	•					
UL or lot no.	Section	Township	Range	Lot Ic	In Feet from	the	North/South line	Feet from the	East/W	est line	County	
4	24 S	32 E	32 E 20			SOUTH 400 W			ST	LEA		
¹² Dedicated Acres	or Infill	¹⁴ Consolidation	1 Code	¹⁵ Order No.								
640												

i				
NW CORNER SEC. 31	N89'27'05"E 2854.96 FT	NB9'24'40"E 2639.34 FT INER SEC. 31	NE CORNER SEC. 31	¹⁷ OPERATOR CERTIFICATION
LAT. = 32.2681761'N 너 LONG. = 103.7229746'₩ 영	LAT. = 3	32.2682063'N 103.7137401'W	⊑ LAT. = 32.2682387'N 5 LONG. = 103.7052031'₩	I hereby certify that the information contained herein is true and complete to the
NMSP EAST (FT) ຜ N = 461832.00	NMSP	EAST (FT)	중 NMSP EAST (FT) 지 N = 461886.45	best of my knowledge and belief, and that this organization either owns a
E = 729990.21 ≥		461859.33 732844.42	E = 735483.05	working interest or unleased mineral interest in the land including the proposed
W/4 CORNER SEC. 31	L2	GRG 94	E/4 CORNER SEC. 31	bottom hole location or has a right to drill this well at this location pursuant to
LONG. = 103.7229776'W		SEC. 31	LONG. = 103.7051986 W	a contract with an owner of such a mineral or working interest, or to a
NMSP EAST (FT) 는 N = 459193.32 E = 730004.28	17		L: NMSP EAST (FT) ∞ N = 459243.11 	voluntary pooling agreement or a compulsory pooling order heretofore entered
E = 730004.28 즭 SW CORNER SEC. 31 역	S/4 COF	RNER SEC. 31	Ç E = 735499.93 ∞ SE CORNER SEC. 31	by the division.
LAT. = 32.2536675N LONG. = 103.7229799'W		32 2536876'N	LAT. = 32.2537153'N LONG. = 103.7052143'W	Server Hannes 10-24-2019
NMSP EAST (FT)		EAST (FT) 456577.46	NMSP EAST (FT) NMSP = 456602.93	10 21 2017
CATTY SHACK 6-7 FED COM 211H N = 430333.86 2 ELEV. = 3543.3' E = 730018.57	800' E =	732865.41	E = 735510.52 FIRST TAKE POINT 100' FNL. 400' FWL	
LAT. = 32.2537006'N (NAD83)	2847.56 FT		LAT. = 32.2533955'N	JENNY HARMS
NMSP EAST (FT) N = 456570.47	L4 ^{CFIP} L3	L2 L1	LONG. = 103.7216865'W NMSP EAST (FT)	Printed Name
E = 730818.36 ≥			N = 456457.20 E = 730418.96	JENNY.HARMS@DVN.COM
W/4 CORNER SEC. 6	LJ ARE	INE AND LONGITUDE COORDINATES	E/4 CORNER SEC. 6	E-mail Address
LONG. = 103.7229871'W		ICAN DATUM OF 1983 (NAD83) D NEW MEXICO STATE PLANE COORDINATES ARE CRID (NAD83). OF BEARING AND DISTANCES	LONG. = 103.7050749'W	
NMSP EAST (FT) L N = 453911.25	USED		E NMSP EAST (FT) S N = 453971.53 C E = 735569.00	¹⁸ SURVEYOR CERTIFICATION
E = 730031.37	S/4 C0	RNER SEC. 6	SE CORNER SEC. 6	
LAT. = 32.2391438'N LONG. = 103.7229880'W		3 <mark>2.23</mark> 92070′N — — — — 103.7138663′W	LAT. = 32.2391940'N B LONG. = 103.7052886'W	I hereby certify that the well location shown on this plat was
NMSP EAST (FT) N = 451270.25 &		EAST (FT) 451309.37	8 NMSP EAST (FT) 5 N = 451320.07	plotted from field notes of actual surveys made by me or under
E = 730046.09	E = S89'12'19"W 2821.09 FT	732866.29 S89'46'08"W 2652.74 FT	E = 735518.43	my supervision, and that the same is true and correct to the
8 E	u	SEC. 7	41 F	best of my belief.
2641,			26441	SEPTEMBER 23, 2019
M, 649			LAST TAKE POINT 100' FSL, 400' FWL LAT. = 32.2249037 N	
W/4 CORNER SEC. 7 LAT. = 32.2318834'N	LAT. = 3	<i>OF HOLE</i> 2.2246839'N	E LONG. = 103.7216942'W	Date of Survey
LONG. = 103.7229848'W Ž NMSP EAST (FT)	NMSP EAS		N = 446092.12	KANN CHOK NTH.
NM3F EASI (17) E N = 448629.00 E = 730062.08	N = 446		토 = 730475.64 돛	
SW CORNER SEC. 7	S/4 C0	RNER SEC. 7	5 SE CORNER SEC. 7 L. LAT. = 32.2246429'N	
LAT. = 32.2246265'N LONG. = 103.7229875'W	L4 LONG. =	103.7138461'W	∞ LONG. = 103.7053026'W	Signature and Seal of Erzytesional Surveyor:
NMSP EAST (FT) 후 N = 445988.98 울		EAST (FT) 446011.36	MSP EAST (FT) N = 446026.47	Certificate Number: PULATEN F. JAR AUTILED PLS 12797
E = 730076.27	400' E = 969 32 47 W 2627.53 FT	32903.10 S89'40'21"W 2642.58 FT	E = 735545.06	PROFESS (BALLEY NO. 7600
				(UFE00 VV)

Operator Name: Property Name:	
	Well Number
API #	
Intent X As Drilled	

Kick Off Point (KOP)

UL M	Section 31	Township 23S	Range 32E	Lot 4	Feet 260 FSL	From N/S	Feet 400 FWL	From E/W	County LEA
Latitu 32.2	^{de} 2543940	0			Longitude -103.7216	58200			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	4	100	NORTH	400	WEST	LEA
	Latitude 32.2533955					8.7216865			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	7	24S	32E	4	100	SOUTH	400	WEST	LEA
Latitude 32.2249037					Longitud	103.721	6942		NAD 83

Is this well the defining well for the Horizontal Spacing Unit? NO

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Number
L		

KZ 06/29/2018

District I 1625 N. French Dr., Hol Phone: (575) 393-6161 District II 811 S. First St., Artesia, Phone: (575) 748-1283 I District III 1000 Rio Brazos Road, Phone: (505) 334-6178 I District IV 1220 S. St. Francis Dr., Phone: (505) 476-3460 I	3-0720 3-9720 410 4-6170 87505	Energ	y, Mine OIL C 12	Sut BBS 20 ED	mit one	Form C-102 ised August 1, 2011 copy to appropriate District Office IENDED REPORT					
		W	ELL LC	CATIO	N AND	ACF	REAGE DEDI				
¹ A 30-025-42	.PI Number 7308	r	9622	² Pool Coo 29	le	MI	ESA VERDE;B	³ Pool Na ONE SPRIN			
⁴ Property C	ode				⁵ Pr	-	6	Well Number			
328298				CA			212H				
⁷ OGRID N	lo.			⁸ Operator Name ⁹ Elevation							
6137			DEV	DEVON ENERGY PRODUCTION COMPANY, L.P. 350							
	•				¹⁰ Su	rface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	n the	North/South line	Feet from the	East/W	est line	County
Ν	31	23 S	32 E		165		SOUTH	2225	WE	ST	LEA
		•	п В	ottom H	ole Loca	tion	If Different Fr	om Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	n the	North/South line	Feet from the	East/W	est line	County
Ν	7	24 S	32 E	32 E 20			SOUTH	2300	WE	CST	LEA
¹² Dedicated Acres	or Infill	⁴ Consolidatio	n Code			•	¹⁵ Order No.	1		•	
640											

[
NW CORNER SEC. 31	N89'27'05"E	2854.96 FT N89'24'40"E 2639.34 FT N/4 CORNER SEC. 31	NE CORNER SEC. 31	17 OPERATOR CERTIFICATION
LAT. = 32.26817611N L LONG. = 103.7229746 W S		LAT. = 32.2682063'N LONG. = 10(3.7137401'W	└ LAT. = 32.2682387'N S LONG. = 103.7052031'W	I hereby certify that the information contained herein is true and complete to the
NMSP EAST (FT) # N = 461832.00	LI	NMSP EAST (FT)	₩SP EAST (FT) N = 461886.45	best of my knowledge and belief, and that this organization either owns a
N = 461832.00 ℃ E = 729990.21≱		N = 461859.33 E = 732844.42	$\mu E = 735483.05$	working interest or unleased mineral interest in the land including the proposed
₩/4 CORNER SEC. 31 🚝	L2		E/4 CORNER SEC. 31	bottom hole location or has a right to drill this well at this location pursuant to
LAT. = 32.2609229'N E LONG. = 103.7229776'W		SEC. 31	EAT. = 32.2609726'N LONG. = 103.7051986'W	a contract with an owner of such a mineral or working interest, or to a
NMSP EAST (FT) ⊨ N = 459193.32 ⊨			t⊑ NMSP EAST (FT) ∞ N = 459243.11	voluntary pooling agreement or a compulsory pooling order heretofore entered
E = 730004.28	L3	S/4 CORNER SEC. 31	G E = 735499.93	by the division.
SW CORNER SEC. 31 ≈ LAT. = 32.2536675′N ⇒		LAT. = 32.2536876'N	SE CORNER SEC. 31 LAT. = 32.2537153'N	Onner Hannes 10-24-2019
LONG. = 103.7229799'W	L4	B NMSP EAST (FT)	LONG. = 103.7052143'W	
FED COM 212H $N = 456553.86$		1/ N = 456577.46	R = 456602.93 E = 735510.52 FIRST TAKE POINT	Signature // Date
LLEV. = 3564.6 LAT. = 32.2541367'N (NAD83)	389 3 2847.	50 W 589 26 54 W 2645.80 FT	100' FNL, 2300' FWL LAT. = 32.2534089'N	JENNY HARMS
LONG. = 103.7157839'Ŵ 😜 NMSP EAST (FT) 🖓	L4	L3 L2 L1	LONG. = 103.7155419'W	Printed Name
N = 456737.25 E = 732242.16 ➤			N = 456472.95	JENNY.HARMS@DVN.COM
E = 752242.10 W/4 CORNER SEC. 6 ≌	L5	SEC. 6	E = 732318.49 E /4 CORNER SEC. 6	· · · · · · · · · · · · · · · · · · ·
W/4 CURINER SEL, 6 - LAT. = 32.2464035'N & LONG. = 103.7229871'W	10	ARE SHOWN USING THE NORTH ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE	E = 100000000000000000000000000000000000	E-mail Address
NMSP EAST (FT)		EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE	NUCD FACT (TT)	
N = 453911.25 E = 730031.37	L6	EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD88.	K = 453971.53 K = 453971.53 K = 735569.00	¹⁸ SURVEYOR CERTIFICATION
SW CORNER SEC. 6 LAT. = 32.2391438'N ≈		S/4 CORNER SEC. 6 LAT. = -32.23920701N	SE CORNER SEC. 6 → LAT. = 32.2391940'N	I hereby certify that the well location shown on this plat was
LONG. = 103.7229880 W		LONG. = $1(3.7138663'W)$ NMSP EAST (FT)	동 LONG. = 103.7052886'₩ 용 NMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
N = 451270.25	L7	N = 41309.37 E = 732866.29	5 N = 451320.07 E = 735518.43	my supervision, and that the same is true and correct to the
E = 730046.09	S89'12'19"W	2821.09 FT S89'46'08"W 2652.74 FT		
33	LI	SEC. 7	47.41	best of my belief.
544		++	A LAST TAKE POINT	SEPTEMBER 23, 2019
	10	BOTTOM OF HOLE	™ 100 FSL, 2300 FWL LAT. = 32.2249152'N	Date of Survey
W/4 CORNER SEC. 7 S LAT. = 32.2318834'N	L2	LAT. = 32.2246953'N	E LONG. = 103.7155514'W	
LONG. = 103.7229848'W ² NMSP EAST (FT) T		NMSP EAST (FT)	N = 446107.17 E = 732375.17	XXXXX XXXXXXX/X
N = 448629.00 E = 730062.08	L3	N = 446017.17 E = 732375.60	14	
SW CORNER SEC. 7		S/4 CORNER SEC. 7	SE CORNER SEC. 7	
LONG. = 103.7229875'W	L4	LONG. = 103.7138461'W	∞ LONG. = 103.7053026W	Signature and Seal of Procession Serveyor:
NMSP EAST (FT) 역 N = 445988.98 호		LTP	NMSP EAST (FT) N = 446026.47	Certificate Number: FIRE ON F. JARAMIE CO PLS 12797
E = 730076.27		E = 732903.10 2827.53 FT S89'40'21"W 2642.58 FT	E = 735545.06	PROFESS LONDING NO. 7604
L				

	DEVON ENERGY PRODUCTION CO., L.P.	CATTY SHACK 6-7 FED COM	
C	Operator Name:	Property Name:	Well Number
A	API #		
Int	itent X As Drilled		

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 415 FSL	From N/S	^{Feet} 2300 FW	From E/W L	County LEA
Latitu 32.2	^{de} 2548230	0			Longitude -103.715	53700			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	3	100	NORTH	2300	WEST	LEA
Latitu	^{de} 32.253	4089			Longitude 103	8.7155419	NAD 83		

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	7	24S	32E		100	SOUTH	2300	WEST	LEA
Latitu		249152			Longitud	^e 103.715	5514		NAD 83

NO

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

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos 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			Ener	State of New Mexico ergy, 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			
		V	VELL LO	DCAT	ION AND	ACR	EAGE DEDI	CATION PL	AT				
¹ API Number			_	² Pool Code ³ Pool Nam						ne			
30-025-47209			[5	[53805] SAND DUNES;BONE SPRING, SOUTH									
⁴ Property Co	ode			⁵ Property Name							⁶ Well Number		
328253	328253			RIGHT MEOW 31-6 FED COM							234H		
⁷ OGRID No).			⁸ Operator Name							⁹ Elevation		
6137			DEV	DEVON ENERGY PRODUCTION COMPANY, L.P.							3597.5		
					™ Su	rface	e Location						
UL or lot no.	Section	Township	Range	Lot Id	In Feet from	the	North/South line	Feet from the	East/W	est line	County		
В	31	23 S	32 E		350		NORTH	1485	EA	ST	LEA		
			n F	ottom	Hole Loca	tion	If Different Fr	om Surface					
UL or lot no.	Range	Lot Id	In Feet from	the	North/South line	Feet from the	East/W	est line	County				
P 6 24 S			32 E		20		SOUTH	800	EA	ST	LEA		
¹² Dedicated Acres 160	¹³ Joint or	r Infill	Consolidation	Code	¹⁵ Order No.		1	1			<u>.</u>		

	N89'27'05"E 2854.96 FT N89'24'40"E 2639.34 FT		17 OPERATOR CERTIFICATION
NW CORNER SEC. 31 LAT. = 32.2681761'N 낪	N/4 CORNER SEC. 31 FTP	NE CORNER SEC. 31 LAT. = 32.2682387'N	I hereby certify that the information contained herein is true and complete to the
LONG. = 103.7229746 W	LONG. = 103.7137401'W	LONG. = 103.7052031'W	best of my knowledge and belief, and that this organization either owns a
NMSP EAST (FT) 6 N = 461832.00 22	NMSP EAST (FT) N = 461859.33	h = 401000.40	working interest or unleased mineral interest in the land including the proposed
E = 729990.21	<u>E = 732844.42</u>	V E = 735483.05	bottom hole location or has a right to drill this well at this location pursuant to
20**	RIGHT MEOW 31-6	ဂိ	a contract with an owner of such a mineral or working interest, or to a
W/4 CORNER SEC. 31	<i>FED COM 234H</i> ELEV. = 3597.5'	N R E/4 CORNER SEC. 31	voluntary pooling agreement or a compulsory pooling order heretofore entered
LAT. = 32.2609229'N 2 LONG. = 103.7229776'W	LAT. = 32.2672587*N (NAD83) LONG. = 103.7100058*W	$^{\circ}$ LAT. = 32.2609726'N LONG. = 103.7051986'W	hy the division.
NMSP EAST (FT)	NMSP EAST (FT)	NMSP EAST (FT)	annur Hanno 12-19-2019
N = 459193.32 ⊑ E = 730004.28 ⊳	N = 461521.27 E = 734000.67	E N = 459243.11 o E = 735499.93	Signature Date
	FIRST TAKE POINT	0 4	JENNY HARMS
7 <u></u> 7	100' FNL, 800' FEL		Printed Name
M. 25	LAT. = 32.2679541'N LONG. = 103.7077906'W	4	
8			JENNY.HARMS@DVN.COM
SECTION CORNER O LAT. = 32.2536675'N Z	QUARTER CORNER LAT. = 32!2536876'N	8 SECTION CORNER 2 LAT. = 32.2537153'N	E-mail Address
LONG. = 103.7229799'W NMSP EAST (FT)	N89'31'30"E LONG. = 103.7137708'W N89'26'54"E 2847.56 FT NMSP EAST (FT) 2645.80 FT	LONG. = 103.7052143'W NMSP EAST (FT)	
N = 456553.86 🖿	N = 456577.46	N = 456602.93 F = 735510.52	¹⁸SURVEYOR CERTIFICATION
E = 730018.57		0	I hereby certify that the well location shown on this plat was
264.		2632.	plotted from field notes of actual surveys made by me or under
∧	LAST TAKE POINT	23"E	my supervision, and that the same is true and correct to the
16, 31	IAT = 32,2394728'N	10	
W/4 CORNER SEC. 6 0 LAT. = 32.2464035'N 2		E/4 CORNER SEC. 6	best of my belief.
LONG. = 103.7229871'W	SEC. 6 BOTTOM OF HOLE	LONG. = 103.7050749'W	DECEMBER 4, 2019
NMSP EAST (FT) N = 453911.25	LAT. = 32.2392530'N LONG. = 103.7078745'W	NMSP EAST (FT)	Date of Survey
E = 730031.36	NMSP EAST (FT) N = 451336.84	E = 735569.00	XIN XXXXXXXXX
541	E = 734718.78	2652.	TXXXX 17502XXXXX
SW CORNER SEC. 6 ⋛		≩ SE CORNER SEC. 6	
LAT. = 32.2391438'N LONG. = 103.7229880'W or	2 LÁT. = 32.2392070'N LTP	労 LAT. = 32.2391940'N の LONG. = 103.7052886'W	Signature and Seal of artifiest on a Surveyor:
NMSP EAST (FT)	- ROLLOW VO	NMSP EAST (FT)	
N = 451270.25 Z E = 730046.09	E = 732866.29	ы N = 451320.07 E = 735518.43	Certificate Number: Data N. JARAMALO, PLS 12797
	N89'12'19"E 2821.09 FT N89'46'08"E 2652.74 FT		7 NUL 153400 NO. 7835

1625 N. French Dr., Hobbs, NM 88240

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

Phone: (575) 393-6161 Fax: (575) 393-0720

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

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

District I

District II

District III

District IV

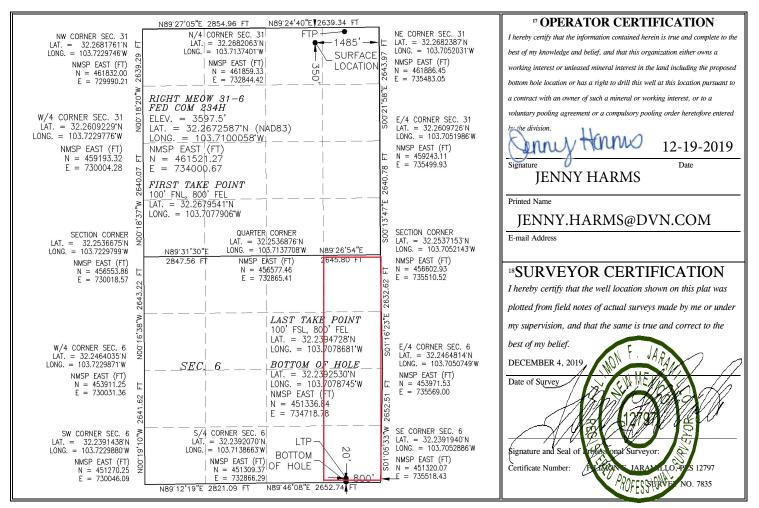
State of New Mexico					
Energy, Minerals & Natural Resources Department	Subi				
OIL CONSERVATION DIVISION					
1220 South St. Francis Dr.					
Santa Fe, NM 87505					

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47209				² Pool Cod	e	³ Pool Name						
30-025-		96	229	М	MESA VERDE;BONE SPRING							
⁴ Property (Code				⁶ Well Number							
328253				RIGHT MEOW 31-6 FED COM								
⁷ OGRID	No.				⁸ Operator	Name			⁹ Elevation			
6137			DEVO	ON ENEF		3597.5						
					[™] Surface	e Location						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
В	31	23 S	32 E		350	NORTH	1485	EAST	LEA			
			^п В	ottom H	ole Location	If Different Fr	om Surface		Ľ			
UL or lot no. Section Township		Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County				
P 6 24 S 3		32 E		20	SOUTH	800	EAST	LEA				
¹² Dedicated Acres	¹³ Joint o	r Infill ¹⁴ C	Consolidation	Code ¹⁵ O	rder No.	1	1	1	1			
160												



Received by OCD: 9/2/2021 8:47:57 AM

Intent		As Drilled
--------	--	------------

API #

30-025-47209			
Operator Name:		Property Name:	Well Number
DEVON ENERGY PRODU COMPANY, L.P.	CTION	RIGHT MEOW 31-6 FED COM	234H

Kick Off Point (KOP)

UL A	Section 31	Township 23S	Range 32E	Lot	Feet 200' FNL	From N/S	Feet 800' FEL	From E/W	County LEA
Latitu	Latitude				Longitude				NAD
32.	32.26766000			-103.707	78700	83			

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	31	23 S	32E		100	NORTH	800	EAST	LEA
	Latitude 32.2679541				Longitude 103.7077	7906			NAD 83

Last Take Point (LTP)

UL P	Section 6	Township 24S	Range 32E	Lot	Feet 100	From N/S SOUTH	Feet 800	From E/W EAST	County LEA
Latitude					Longitud	le		NAD	
32.2394728			103.7	078681		83			

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

Is this well an infill well?

NO

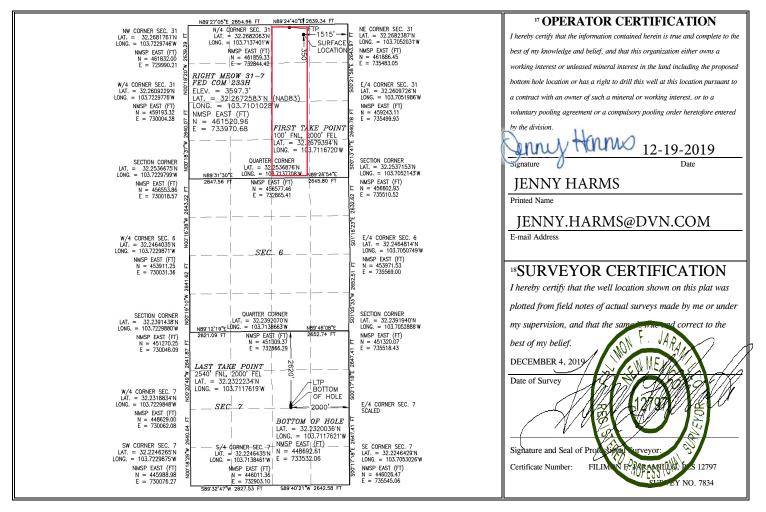
If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

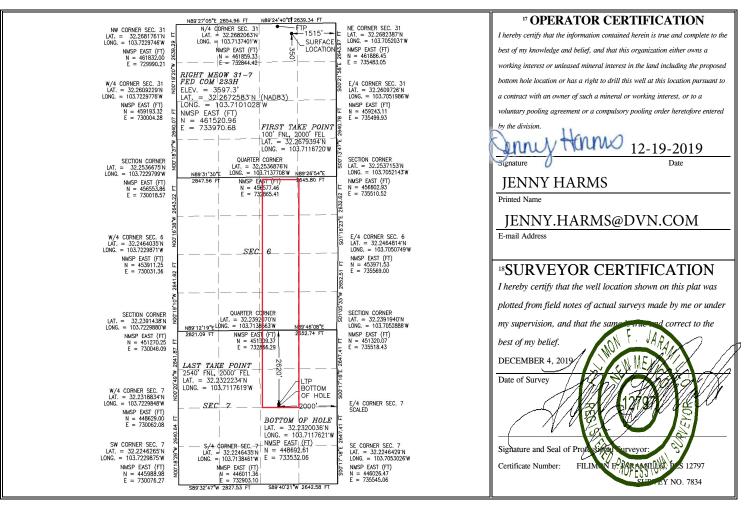
District I 1625 N. French Dr., Hc Phone: (575) 393-6161 District II 811 S. First St., Artesia Phone: (575) 748-1283 District III 1000 Rio Brazos Road, Phone: (505) 334-6178 District IV 1220 S. St. Francis Dr., Phone: (505) 476-3460	Fax: (575) 39 , NM 88210 Fax: (575) 748 Aztec, NM 87 Fax: (505) 334 , Santa Fe, NM	3-0720 3-9720 410 4-6170 87505	Energ	OIL C	rals & N ONSER 20 South	latur VAT St.	v Mexico al Resources I ION DIVISIO Francis Dr. M 87505	Department N OCD - HC 06/11/20 RECEIV	JBBS Sub J20 VED	Revisormit one of	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
		WE	ELL LC	CATIO	N AND	ACR	EAGE DEDIC	CATION PL	AT		
30-025 -	API Number •47309	r	[53	² Pool Code [53805]			³ Pool Name SAND DUNES;BONE SPRING, SC				
⁴ Property C	Code			⁵ Property Name						⁶ Well Number	
328297				RIG	HT MEO	MEOW 31-7 FED COM 233H					233H
⁷ OGRID N	No.				⁸ Op	erator 1	Name		⁹ Elevation		
6137			DEV	ON ENEF	RGY PRO	DUC	TION COMPAN	NY, L.P.			3597.3
-					10 Su	rface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the	North/South line	Feet from the	East/W	est line	County
В	31	23 S	32 E		350		NORTH	1515	EA	ST	LEA
·		. <u> </u>	пB	ottom He	ole Loca	tion	If Different Fr	om Surface			·]
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the	North/South line	Feet from the	East/We	est line	County
G	7	24 S	32 E	32 E 2620 NORTH 2000 EAST LEA				LEA			
¹² Dedicated Acres 160	¹³ Joint of	r Infill ¹⁴ Co	nsolidation	Code ¹⁵ Or	rder 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.



<u>District I</u> 1625 N. French Dr., Ho Phone: (575) 393-6161 <u>District III</u> 811 S. First St., Artesia, Phone: (575) 748-1283 <u>District III</u> 1000 Rio Brazos Road, Phone: (505) 334-6178 <u>District IV</u> 1220 S. St. Francis Dr., Phone: (505) 476-3460	Energ	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 OCD - HOBBSSubr OCD - HOBBSSubr OCD - HOBBSSubr OCD - HOBBSSUbr OB1112020 RECEIVED					Revi omit one	Form C-102 ised August 1, 2011 copy to appropriate District Office IENDED REPORT			
		W	ELL LO	CATI	ON AND	ACR	EAGE DEDIC				
30-025	[9	² Pool Code ³ Pool Name [96229] MESA VERDE;BONE SPRINC									
⁴ Property C	ode				⁵ Pr	operty l	Name			6	Well Number
328297				R	IGHT MEC	DW 3 1	1-7 FED COM				233Н
⁷ OGRID N	lo.				⁸ Op	perator 1	Name				⁹ Elevation
6137			DEV	ON EN	ERGY PRC	DUC	TION COMPAN	NY, L.P.			3597.3
					¹⁰ Su	rface	e Location				
UL or lot no.	Section	Township	Range	Lot Idr	Feet from	1 the	North/South line	Feet from the	East/W	est line	County
В	31	23 S	32 E		350)	NORTH	1515	EA	ST	LEA
L L		1	" В	ottom	Hole Loca	tion	If Different Fr	om Surface	1		1
UL or lot no.	Section	Township	Range	Lot Idr	Feet from	1 the	North/South line	Feet from the	East/W	est line	County
G	7	24 S	32 E	32 E 2620 NORTH 2000 EAST LH				LEA			
¹² Dedicated Acres 240	¹³ Joint o	r Infill ¹⁴ C	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.



Received by OCD: 9/2/2021 8:47:57 AM

I	r	l	τ	e	r	ſ	τ

Х	As Drilled
---	------------

API #	

Operator Name:		Property Name:	Well Number
DEVON ENERGY P COMPANY, L.P.	RODUCTION	RIGHT MEOW 31-7 FED COM	233H

Kick Off Point (KOP)

UL B	Section 31	Township 23S	Range 32E	Lot	Feet 200' FNL	From N/S	Feet 2000' FE	From E/W L	County LEA
Latitu 32.2	^{de} 2676780	0			Longitude -103.7116	56900			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	31	23 S	32E		100	NORTH	2000	EAST	LEA
Latitu 32.2	^{de} 67939	4			Longitude 103.7116	6720			NAD 83

Last Take Point (LTP)

UL G	Section 7	Township 24S	Range 32E	Lot	Feet 2540	From N/S NORTH	Feet 2000	From E/W EAST	County LEA
Latitude					Longitud	le		NAD	
32.2	32223	4			103.7	117619			83

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

Is this well an infill well?

NO

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

API #		
Operator Name:	Property Name:	Well Number
	•	

KZ 06/29/2018

District I 1625 N. French Dr., Hobbs, NM 882 Phone: (575) 393-6161 Fax: (575) 3 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 7- District III 1000 Rio Brazos Road, Aztec, NM 8 Phone: (505) 334-6178 Fax: (505) 32 District IV 1220 S. St. Francis Dr., Santa Fe, NM Phone: (505) 476-3460 Fax: (505) 47	93-0720 48-9720 7410 54-6170 4/ 87505	OIL C	State of New Mexico gy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. OCD - HOBBS Santa Fe, NM 87505 06/01/2020 RECEIVED					Form C-102 ugust 1, 2011 to appropriate District Office ED REPORT
	WEI	LL LOCATIO	N AND AC	REAGE DEDIC	CATION PL	AT		
¹ API Numb 30-025-472		² Pool Cod 53805	e Sz	ame				
⁴ Property Code		1	⁵ Property		⁶ Well Ni	umber		
328252		RIG	HT MEOW 3	1-30 FED COM		23	0H	
⁷ OGRID No.			⁸ Operator	⁸ Operator Name				
6137		DEVON ENER	RGY PRODU	CTION COMPA	NY, L.P.		3564	4.2
	•		[™] Surfac	e Location				
UL or lot no. Section	Township	Range Lot Idn	Feet from the	North/South line	Feet from the	East/West	line	County

OL OF IOU IO.	Section	rownsnip	Kange	Lot Iuli	Feet from the	North/South line	Feet from the	East/ west line	County			
Ν	31	23 S	32 E		165	SOUTH	2195	WEST	LEA			
	Bottom Hole Location If Different From Surface											
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
С	30	23 S	32 E		20	NORTH	1535	WEST	LEA			
¹² Dedicated Acres	¹³ Joint	or Infill ¹⁴	¹ Consolidation	1 Code	•	•	¹⁵ Order No.					
640												

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.

	N89'22'51"E		23'20"E 2639.62 FT	NE CORNER SEC. 30	¹⁷ OPERATOR CERTIFICATION
NW CORNER SEC. 30 LAT. = 32.2826837'N	1535' BHL -/	N/4 CORNER SEC. 3	Î.	LAT. = 32.2827586'N	I hereby certify that the information contained herein is true and complete to the
LONG. = 103.7229672'W []	LTP -	LONG. = 103.7137479	W	LE LONG. = 103.7052086′₩ ☆ NMSP EAST (FT)	best of my knowledge and belief, and that this organization either owns a
NMSP EAST (FT) 약 N = 467109.75 영	LI	NMSP EAST (FT) N = 467140.54		E = 735450.43	working interest or unleased mineral interest in the land including the proposed
E = 729962.47 🖏		E = 732811.53		₹ E = 735450.43	bottom hole location or has a right to drill this well at this location pursuant to
BOTTOM OF HOLE 5 LAT. = 32,2826502'N ₩				LAST TAKE POINT	a contract with an owner of such a mineral or working interest, or to a
LAT. = 32.2826502'N LONG. = 103.7180014'W	L2			8 100' FNL, 1535' FWL 8 LAT. = 32.2824303'N	voluntary pooling agreement or a compulsory pooling order heretofore entered
NMSP EAST (FT)		SEC. 30	DNF	LONG. = 103.7180015'W	by the division.
N = 467106.33 E = 731497.17	DNF			NMSP EAST (FT) N = 467026.35	Sonni v Hanno
F		NOTE:]	E = 731497.60	10-24-2019
48 F	L3	LATITUDE AND LONG ARE SHOWN USING	THE NORTH		Signature Date
FIRST TAKE POINT		AMERICAN DATUM C	STATE PLANE	2641.74	JENNY HARMS
100' FSI 1595' FWI		BASIS OF BEARING	AND DISTANCES	ы +	Printed Name
LONG. = 103.7180155W		EAST COORDINATES	MODIFIED TO THE	S00'21'14"E	IENNY HADMSODVNI COM
NMSP EAST (FT) 5 N = 456666.56	L4		i i	Soo	JENNY.HARMS@DVN.COM
E = 731552.66	N89'27'05"E		24'40"E 2639.34 FT		E-mail Address
NW CORNER SEC. 31 LAT. = 32.26817611N		N/4 CORNER SEC LAT. = 32,2682063'		NE CORNER SEC. 31 LAT. = 32.2682387'N	¹⁸ SURVEYOR CERTIFICATION
LONG. = 103.7229746 W 🗔	L1	LONG. = 103.713740		LONG. = 103.7052031'W	ereby certify that the well location shown on this plat was
NMSP EAST (FT) 쪿 N = 461832.00 양	E.	NMSP EAST (FT) N = 461859.33		S NMSP EAST (FT) S N = 461886.45 S E = 735483.05	plotted from field notes of actual surveys made by me or under
E = 729990.21		E = 7,32844.42			
20"W		SEC. 31	1	58"E	my supervision, and that the same is true and correct to the
₩/4 CORNER SEC. 31 9	L2	BEC. OF	I	2 8 7 7 8 7 7 7 8 9 9 9 9 9 9 9 9 9 9 9 9	best of my belief.
W/4 CORNER SEC. 31 戸 LAT. = 32.2609229'N	LL	1		LAT. = 32.2609726 N	SEPTEMBER 23, 2019
LONG. = 103.7229776 W		<u>RIGHT MEOW</u> 31-30 F ELEV. = 3564.2	ED_COM_230H	LONG. = 103.7051986°W NMSP EAST (FT)	Date of Survey
NMSP EAST (FT) N = 459193.32		LAT. = 32.2541366'N (1		N = 459243.11	Date of Survey
E = 730004.28	L3	LONG. = 103.7158808'V		E = 735499.93 民	
2640.		N = 456737.06 E = 732212.19		2640.78	A TANK A TANK A MAN
SW CORNER SEC. 31 ₹			R SEC. 31	-	
LAT. = 32.2536675'N		1000 = 10	2536876'N 3 71 37708'W	K SE CORNER SEC. 31 AT. = 32.2537153'N LONG. = 103.7052143'W NMSP FAST (FT)	Signature and Scall of Professional Surreyor:
LONG. = 103.7229799'W 💬 NMSP EAST (FT) 🖉	L4	SHL T NMSP E			Certificate Number: 7410 MON F. JARAMINO PLS 12797
N = 456553.86 E = 730018.57	FTP ¬ 2195'	N = 45		N = 456602.93 E = 735510.52	SURVEY NO. 7603
L - 750018.57			26'54"W 2645.80 FT		PROFESSION

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Kick Off Point (KOP)

UL N	Section 31	Township 23S	Range 32E	Lot	Feet 15 FSL	From N/S	Feet 1535 FW	From E/W	County LEA
Latitu					Longitude				NAD
32.	32.25373500			-103.718	01900	83			

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	31	23S	32E		100	SOUTH	1535	WEST	LEA
Latitu	^{de} 32.253	3932			Longitude 103	8.7180155)		NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	30	23S	32E		100	NORTH	1535	WEST	LEA
Latitude 32.2824303					Longitud	^e 103.718	0015		NAD 83

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

Is this well an infill well?

NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I State of New Mexico 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 Energy, Minerals & Natural Resources Department 011 CONSERVATION DIVISION District III 000 Rio Brazos Road, Aztee, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 1220 South St. Francis Dr. OCD - HOBBS District IV 220 S. St. Francis Dr., Santa Fe, NM 87505 OCD - HOBBS Phone: (505) 476-3460 Fax: (505) 476-3462 BECENVED BECENVED								BS 0	omit one	Form C-102 ised August 1, 2013 copy to appropriate District Office IENDED REPORT		
		WI	ELL LO	CATIO	N AND	ACF	REAGE DEDI	CATION PL	AT			
30-025	PI Numbe 5-4721		² Pool Code 53805 SAND DUNES;BONE SPRING, Section 2010									
⁴ Property Co	ode				⁵ Pr	operty	Name			6	Well Number	
328252				RIG	HT MEO	W 31	1-30 FED COM				231H	
⁷ OGRID No	0.				⁸ O _I	perator	Name				⁹ Elevation	
6137			DEV	ON ENE	RGY PRO	DUC	CTION COMPA	NY, L.P.		3543.7		
					™ Su	rface	e Location			•		
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	1 the	North/South line	Feet from the	East/W	est line	County	
4	31	23 S	32 E		10		SOUTH	830	WF	EST	LEA	
<u> </u>			пB	ottom H	lole Loca	tion	If Different Fi	rom Surface			<u> </u>	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	1 the	North/South line	Feet from the	East/W	est line	County	
1	30	23 S	32 E	20 NORTH 660						EST	LEA	
¹² Dedicated Acres	¹³ Joint	or Infill ¹⁴ (Consolidation	1 Code			-					
640												

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

NW CORNER SEC. 30 LAT. = 32.2826837N LONG. = 103.7229672W L NMSP EAST (FT) ♀	N89'22'51" 660 '0 BHL L1 LTP	E 2849.85 FT N89'23'20"E 2639.62 FT N/4 CORNER SEC. 30 LAT. = 32;2827234'N LONG. = 103.7137479'W NMSP EAST (FT)	NE CORNER SEC. 30 LAT. = 32.2827586'N L LONG. = 103.7052086'W R MMSP EAST (FT)	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
N = 467109.75 ;; E = 729962.47 ;; LAST TAKE POINT 5;		N = 467140.54 E = 732811.53 BOTTOM OF HOLE	FF N = 467168.68 C E = 735450.43 L + 1 L 2 D02	working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a
LAST TAKE POINT 100' FNL, 660' FWL LAT. = 32.2824181'N LONG. = 103.7208322'W NMSP EAST (FT) N = 467016.90 E = 730622.82	L2	$\begin{array}{c c c c c c c c c c c c c c c c c c c $	Social Stress Stress Social Stress Social Stress Stre	by the division. 10-24-2019
FIRST TAKE POINT	L3	NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE FLANE EAST COORDINATES ARE GRID (NAD83).	2641.74 FT	Signature Date JENNY HARMS Printed Name
LAT. = 32.25394701N LONG. = 103.7208453'W NMSP EAST (FT) N = 456659.31 E = 730677.87	L4	BASIS OF IBEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD88.	800'21'14'E	JENNY.HARMS@DVN.COM E-mail Address
NW CORNER SEC. 31 LAT. = 32.2681761'N LONG. = 103.7229746'W ഥ NMSP EAST (FT) % N = 461832.00 g E = 729990.21 %	<u>N89'27'05"E</u> 	2854.96 FT NB9'24'40"E 2639.34 FT N/4 CORNER SEC.31 I IAT. = 32,2682063'N IAT. = 32,268205'N IAT. = 32,268205'N <td>NE CORNER SEC. 31 LAT. = 32.2682387N L. LONG. = 103.7052031W S. NMSP EAST (FT) ♀ N = 461886.45 ♀ E = 735483.05</td> <td>¹⁸SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was</td>	NE CORNER SEC. 31 LAT. = 32.2682387N L. LONG. = 103.7052031W S. NMSP EAST (FT) ♀ N = 461886.45 ♀ E = 735483.05	¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was
E = 729990.21 <3 W/4 CORNER SEC. 31 LAT. = 32.2609229N LONG. = 103.7229776W	L2	SEC. 31 RICHT MEOW 31-30 FED COM 231H ELEV. = 3543.7	2 - 750 500 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	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. SEPTEMBER 23, 2019 F AA
NMSP EAST (FT) N = 459193.32 E = 730004.28	L3	LEEV. = 5345.7 LAT. = 32.2537010'N (NAD83) LONG. = 103.7202956'W NMSP EAST (FT) N = 456570.78 E = 730848.34	NMSP EAST (FT) N = 459243.11 E = 735499.93 P S S S S S S S S S S S S S	Date of Survey
SW CORNER SEC. 31 LAT. = 32.2536675N LONG. = 103.7229797W NMSP EAST (FT) N = 456553.86 E = 730018.57	L4 FTP - SHL 	S/4 CORNER SEC. 31 LAT. = 32,25368761N LONG. = 103,71377087W NMSP EAST (FT) N = 456577.46 E = 732865.41 30"W 2847.56 FT \$89'26'54"W 2645.80 FT	LAT. = 32.2537153N CONG. = 103.7052143W NMSP EAST (FT) N = 456602.93 E = 735510.52	Signature and Seal francessionar surveyor Certificate Number:

Received by OCD: 9/2/2021 8:47:57 AM

Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION CO., L.P.	RIGHT MEOW 31-30 FED COM	231H

Kick Off Point (KOP)

UL M	Section 31	Township 23S	Range 32E	Lot 4	^{Feet} 250 FNL	From N/S	Feet 660 FWL	From E/W	County LEA
Latitu 32.2	^{de} 529890	D			Longitude -103.7208	85100			NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	31	23S	32E	4	100	SOUTH	660	WEST	LEA
Latitu	^{de} 32.253	9470			Longitude 103	8.7208453			NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	30	23S	32E	4	100	NORTH	660	WEST	LEA
Latitu		824181			Longitud	103.720	8322		NAD 83

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

Is this well an infill well?

NO

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

API #			
Operator Name:	Pr	roperty Name:	Well Number

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KZ 06/29/2018

District I 1625 N. French Dr., Ho Phone: (575) 393-6161 District II 811 S. First St., Artesia, Phone: (575) 748-1283 District III 1000 Rio Brazos Road, Phone: (505) 334-6178 District IV 1220 S. St. Francis Dr., Phone: (505) 476-3460	Fax: (575) 39 , NM 88210 Fax: (575) 74 Aztec, NM 87 Fax: (505) 33 Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505	Energ	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. OCD - HOBBS ^S Santa Fe, NM 87505 06/01/2020 RECEIVED						omit one	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT	
		WI	ELL LC	CATIO	N AND	ACR	REAGE DEDIC	CATION PL	AT			
	API Numbe 5-47212		² Pool Code 53805 SAND DUNES;BONE SPRING, S							OUTH		
⁴ Property C	Code				⁵ Pro	operty l				1	Well Number	
328252				RIG	HT MEO	W 31	-30 FED COM				232H	
⁷ OGRID N	lo.				⁸ Op	erator 1	Name			⁹ Elevation		
6137			DEV	ON ENE	RGY PRO	DUC	TION COMPA	NY, L.P.		3564.7		
	1				[™] Su	rface	e Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the	North/South line	Feet from the	East/W	est line	County	
Ν	31	23 S	32 E		165		SOUTH	2255	WF	EST	LEA	
LL			^и В	ottom H	ole Loca	tion	If Different Fr	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the	North/South line	Feet from the	East/W	est line	County	
С	30	23 S	32 E		20		NORTH	2410	WH	EST	LEA	
¹² Dedicated Acres 640	s ¹³ Joint	or Infill ¹⁴ (Consolidation	n 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.

	N89'22'51"E	2849.85 FT	N89'23'20"E _ 2639.62 FT		¹⁷ OPERATOR CERTIFICATION
NW CORNER SEC. 30 LAT. = 32.2826837'N			/4 CORNER SEC. 30	NE CORNER SEC. 30 LAT. = 32.2827586'N	I hereby certify that the information contained herein is true and complete to the
LONG. = 103.7229672'W [AT. = 32.28272341N NG. = 103.71374791W	LONG. = 103.7052086 ₩	best of my knowledge and belief, and that this organization either owns a
NMSP EAST (FT) 육			NMSP EAST (FT)	☆ NMSP EAST (FT)	working interest or unleased mineral interest in the land including the proposed
N = 467109.75 g E = 729962.47 🕄	L1	I	N = 467140.54 E = 732811.53	V = 467168.68 C E = 735450.43	
>					bottom hole location or has a right to drill this well at this location pursuant to
BOTTOM OF HOLE		1	i i	LAST TAKE POINT	a contract with an owner of such a mineral or working interest, or to a
BOTTOM OF HOLE 5 LAT. = 32.2826624 N LONG. = 103.7151708 W	L2			$\begin{bmatrix} 5 & 100' FNL, 2410' FWL \\ S & LAT. = 32,2824425'N \end{bmatrix}$	voluntary pooling agreement or a compulsory pooling order heretofore entered
NMSP EAST (FT)		SEC.		LONG. = 103.7151708'W	the division.
N = 467115.79 E = 732371.93	DNF			NMSP EAST (FT) N = 467035.80	Juny Harnes 10-24-2019
E = 752571.95		Î		E = 732372.36	
8 H	L3	NOTE: LATITUDE	AND LONGITUDE COORDINATES	15 E	Signature Date
FIRST TAKE POINT 52		AMERICAN	VN USING THE NORTH DATUM OF 1983 (NAD83)	2641.74	JENNY HARMS
FIRST TAKE POINT 🐔 100' FSL. 2410' FWL 🔍		EAST CO	W MEXICO STATE PLANE RDINATES ARE GRID (NADB3)	4	Printed Name
LAT. = 32.2539593 N		USED AR	BEARING AND DISTANCES	S00'21'14"E	
LAT. = 32.2539593'N LONG. = 103.7151858'W NMSP EAST (FT) N = 456673.81		SURFACE	RDINATES MODIFIED TO THE VERTICAL DATUM NAVD88.	721	JENNY.HARMS@DVN.COM
	L4	1		los	E-mail Address
E = 732427.43	N89'27'05"E	2854.96 FT	N89'24'40"E 2639.34 FT		
NW CORNER SEC. 31 LAT. = 32.2681761'N			ER SEC. 31 2682063'N	NE CORNER SEC. 31 LAT. = 32.2682387'N	UDVENOD OF DETECATION
LONG. = 103.7229746'W 🗠			3.7137401'W	LONG. = 103.7052031'W	¹⁸ SURVEYOR CERTIFICATION
NMSP EAST (FT) 🛱 N = 461832.00 🛱	L1		AST (FT) 1859.33) MMSP EAST (FT) ユ N = 461886.45	I hereby certify that the well location shown on this plat was
E = 729990.21			2844.42	$V_{2} = 461886.45$ E = 735483.05	plotted from field notes of actual surveys made by me or under
M					
18'20"W		SEC.	31	21'5	my supervision, and that the same is true and correct to the
W/4 CORNER SEC. 31	L2			S E/4 CORNER SEC. 31	best of my belief.
LAT. = 32.2609229'N		DIGUE VEOW	A DO TED COM DODI	LÁT. = 32.2609726'N LONG. = 103.7051986'W	SEPTEMBER 23, 2019 V F 1/1
LONG. = 103.7229776'W NMSP EAST (FT)		ELEV. = 3564.7	1 <u>-30 FED_COM_232H</u>	NMSP EAST (FT)	
N = 459193.32		LAT. = 32.2541		$Imulation = \frac{N}{E} = \frac{459243.11}{735499.93}$	Date of Survey
		LONG. = 103.7		E = 730499.93	
2640.07		N = 456737.52	i i	2640.78	
		E = 732272.17	S/4 CORNER SEC. 31	L SE CORNER SEC. 31	
SW CORNER SEC. 31		l. T	LAT. = 32.2536876'N	↓ LAT. = 32.2537153'N	
LONG. = 103.7229799'W	L4	65.	LONG. = 103.7137708'W NMSP EAST (FT)	LONG. = 103.7052143'W	Signature and Seal of Brocessional Serveyor
NMSP EAST (FT)		SHL VI FT	N = 456577.46	N = 456602.93	Certificate Number: FRANON F. JARAMILLO PLS 12797
E = 730018.57		*1	E = 732865.41 S89'26'54"W 2645.80 FT	E = 735510.52	Profession F. JAROMILSC PLS 12/9/
	S89'31'30"W	2847.56 FT 1	209 20 24 W 2042.80 FT		, UNFESSION

Received by OCD: 9/2/2021 8:47:57 AM

Intent X As Drilled		
API # 30-025-47212		
Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION CO., I	.P. RIGHT MEOW 31-30 FED COM	232H

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 235 FNL	From N/S	Feet 2410 FW	From E/W	County LEA
Latitu 32.2	^{de} 2530340	0			Longitude -103.71	495100			NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	31	23S	32E		100	SOUTH	2410	WEST	LEA
Latitu	^{de} 32.253	9593			Longitude 103	8.7151858	}		NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	30	23S	32E		100	NORTH	2410	WEST	LEA
Latitude 32.2824425			Longitud	Longitude 103.7151708			NAD 83		

NO

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

Is this well an infill well?

YES

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

API #		
Operator Name:	Property Name:	Well Numbe

KZ 06/29/2018

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47), and E/2 W/2 of Section 30-23S-32E and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44), and E/2 W/2 of Section 31-23S-32E, Lea County, New Mexico

Containing **691.60** acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil and 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 W. Sheridan Ave, Oklahoma City, OK, 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal 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 communitized 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.
- The date of this agreement is July 1, 2020, and it shall become effective as of this date or 10. 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator Catherine Lebsack, Vice President

Date

LESSEES OF RECORD

XTO Holdings, L.L.C.

Date

By:_

Title:

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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. Operator

Date

Catherine Lebsack, Vice President

LESSEES OF RECORD

By:

SKA

XTO Holdings, L.L.C. By: Ka

Title: Land Manager – Permian - Delaware Basin, Attorney in Fact Chevron U.S.A. Inc.

By:	Claire H- Morse	
Title:	Attorney-in-Fact	

ACKNOWLEDGEMENT

 STATE OF_____)

) ss.

 COUNTY OF_____)

This instrument was acknowledged before me on this _____ day of _____ 2020, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

STATE OF_____) COUNTY OF_____) ss.

This instrument was acknowledged before me on this _____ day of _____ 2020, by Edwin S. Ryan, Jr., Senior Vice President – Land for XTO Energy Inc., a Delaware Corporation, on behalf of said Corporation.

(SEAL)

My Commission Expires

Notary Public

Chevron U.S.A. Inc.

By: Date Title:
ACKNOWLEDGEMENT
STATE OF <u>OKLACONA</u>) SS. COUNTY OF <u>OKLACONA</u>) This instrument was acknowledged before me on this <u>15</u> day of <u>SecretBeck</u> , 2020, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership. (SEAL) <u>Statz</u> My Commission Expires
STATE OF)) ss. COUNTY OF)
This instrument was acknowledged before me on this day of, 2020, by Edwin S. Ryan, Jr., Senior Vice President – Land for XTO Energy Inc., a Delaware Corporation, on behalf of said Corporation.
(SEAL)

My Commission Expires

Notary Public

Chevron U.S.A. Inc.

Date

By:____

Title:

ACKNOWLEDGEMENT

 STATE OF_____)

) ss.

 COUNTY OF____)

This instrument was acknowledged before me on this _____ day of _____ 2020, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

STATE OF Texas) COUNTY OF Harris)ss.

This instrument was acknowledged before me on this 2020, by Angie Repka, Land Manager – Permian – Delaware Basin, Attorney-in-Fact for XTO Holdings, LLC, a Delaware Corporation, on behalf of said Corporation.

(SEAL)

My Commission Expires

MARITZA WHITE Notary Public, State of Texas Comm. Expires 04-28-2024 Notary ID 582470-8 Notary Public

STATE OF TEXAS) COUNTY OF HARRIS) ss.

This instrument was acknowledged before me on this 27 day of <u>September</u> 2020, by <u>CAVE H. MORSE</u> as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said Corporation.

(SEAL)

04-04-23 My Commission Expires

2 Notary Public

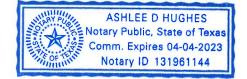


EXHIBIT "A"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47) and E/2 W/2 of Section 30 and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44) and E/2 W/2 of Section 31, Township 23 South, Range 32 East, Lea County, New Mexico.

Right Meow 31-30 Fed Com 230H SHL: 165' FSL & 2195' FWL BHL: 20' FNL & 1535' FWL Right Meow 31-30 Fed Com 231H SHL: 10' FSL & 830' FWL BHL: 20' FNL & 660' FWL

Right Meow 31-30 Fed Com 232H SHL: 165' FSL & 2255' FWL BHL: 20' FNL & 2410' FWL



Tract 1 NMNM 014157 345.76 acres



Tract 2 NMNM 18848 345.84 acres

30	+	
31		

EXHIBIT "B"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47) and E/2 W/2 of Section 30 and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44) and E/2 W/2 of Section 31, Township 23 South, Range 32 East, Lea County, New Mexico.

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

DESCRITPION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 014157
Description of Land Committed:	Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47), and E/2 W/2 of Section 30 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	345.76 acres
Record Title Owner – Lessee:	XTO Holdings, LLC
Name of ORRI Owners:	Amy Tresner and husband, Gerald T. Tresner
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%
Tract No. 2	
Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44), and E/2 W/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	345.84 acres
Record Title Owner – Lessee:	Chevron U.S.A. Inc.
Name of ORRI Owners:	The Oakason Jr. Company Jean C. Oakason Memorial, LLC Eileen N. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC

Madison M. Hinkle, a/k/a Matt Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC McMullen Minerals, LLC Pegasus Resources, LLC

Name of Working Interest Owners: Devon Energy Production Company, L.P. - 100.00%

Tract No. No. of Acres Committed Percentage of Interest Tract No. 1 345.76 49.994216% Tract No. 2 345.84 50.005784% Total 691.60 100.00000%

RECAPITUALTION

Federal Communitization Agreement

Contract No.

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

WITNESSETH:

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

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

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

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

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

E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, Lea County, New Mexico

Containing **320.11** acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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.
- The date of this agreement is July 1, 2020 and it shall become effective as of this 10. 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 2year 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator Operator/Vice President N RD

Date

LESSEES OF RECORD

Chevron U.S.A. Inc.

By: <u>Claire 1. More</u> Title: <u>Attorney-in-Fact</u>

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

On this ______day of ______, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice President</u> of <u>Devon Energy Production Company</u>, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires	Notary Public
STATE OF TEXAS)
COUNTY OF HARP) ss.)
September,	wledged before me on this 27 day of 2020, by <u>Claire H. Morse</u> as Attorney-in-
Fact of Chevron U.S.A. In	c., a Pennsylvania corporation, on behalf of said Corporation.
(SEAL)	ASHLEE D HUGHES Notary Public, State of Texas
04-04-23	Comm. Expires 04-04-2023 Notary ID 131961144
My Commission Expires	Notary Public

LESSEES OF RECORD

Chevron U.S.A. Inc.

Date

By:_____

Title:

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

On this <u>25⁴⁴</u> day of <u>Sectence</u>, <u>2020</u>, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

STATE OF)
) ss
COUNTY OF)

Notary Public

This instrument was acknowledged before me on this _____ day of as Attorney-in-, 2020, by Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said Corporation.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

Right Meow 31-6 Fed Com 234H SHL: 350' FNL, 1,485' FEL, Sec 31-23S-32E BHL: 20' FSL, 800' FEL, Sec 6-24S-32E



Tract 1 NMNM 18848 160.00 acres



Tract 2 NMNM 139371 80.11 acres

1.111	200		

Tract 3 NMNM 77064 80.00 acres

	•		31
	2		
			6
 		2	

EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	E/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee:	Chevron U.S.A. Inc.
Name of ORRI Owners:	The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC McMullen Minerals, LLC Pegasus Resources, LLC
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

Tract No. 2

Lease Serial Number:	USA NMNM 139371
Description of Land Committed:	Lot 1 and SE/4 NE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	80.11
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.
Name of ORRI Owners:	None
Name of Working Interest Owners:	Devon Energy Production Company, L.P.

Tract No. 3

Lease Serial Number:	USA NMNM 77064	
Description of Land Committed:	E/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico	
Number of Acres:	80.00	
Record Title Owner – Lessee:	- Lessee: Devon Energy Production Company, L.P.	
Name of ORRI Owners:	None	
Name of Working Interest Owners:	Devon Energy Production Company, L.P 100%	

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	49.982818%
Tract No. 2	80.11	25.025772%
Tract No. 3	80.00	24.991409%
Total	320.11	100.0000%

Federal Communitization Agreement

Contract No.

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

WITNESSETH:

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

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

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

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

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

W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, Lea County, New Mexico

Containing **400.08** acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 July 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator By: <u>Catherine Clebsack</u> Operator/Vice President

Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss. COUNTY OF OKLAHOMA

On this <u>Uso</u> day of <u>Sequence</u>, <u>2020</u>, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

31 Right Meow 31-7 Fed Com 233H SHL: 350' FNL, 1,515' FEL, Sec 31-23S-32E BHL: 2,620' FNL, 2,000' FEL, Sec 7-24S-32E Tract 1 **NMNM 18848** 160.00 acres Tract 2 **NMNM 77064** 160.08 acres 6 Tract 3 NMNM 68084 80.00 acres

EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	W/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name of ORRI Owners: Name of Working Interest Owners:	Chevron U.S.A. Inc. The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC McMullen Minerals, LLC Pegasus Resources, LLC Devon Energy Production Company, L.P. – 100.00%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

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Tract No. 2

Lease Serial Number:	USA NMNM 77064
Description of Land Committed:	Lots 2, SW/4 NE/4, W/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.08
Record Title Owner – Lessee: Name of ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P 100% None Devon Energy Production Company, L.P.
Tract No. 3	
Lease Serial Number:	USA NMNM 68084

Bouse Seriar Fullion.	
Description of Land Committed:	W/2 NE/4 Section 7, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	80.00
Record Title Owner – Lessee:	Devon Energy Production Company, L.P 60% Javelina Partners- 40%
Name of ORRI Owners:	Javelina Partners
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Javelina Partners

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	39.99200%
Tract No. 2 Tract No. 3	160.08 80.00	40.01200% 19.99600%
Total	400.08	100.0000%

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

By:

Date

 Name:
 Catherine Lebsack

 Title:
 Vice President

 Company:
 Devon Energy Production Company, LP

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF_OKLAHOMA_____)

On this 200 day of September , 2020, before me, a Notary Public

for the State of <u>Oklahoma</u>, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice President</u> of <u>Devon Energy Production Company</u>, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD
11920 Date By: By: Name: Pobert Nunmayer Title: Chevron U.S.A. Inc.
ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF HARRIS) ss.
On this <u>2</u> day of <u>WU</u> , <u>2020</u> , before me, a Notary Public
for the State of TEXAS, personally
appeared Hopert NUMMater, known to me to be
the <u>AHDY NEU-in - Fact</u> of <u>Chevron U.S.A. Inc.</u> , the corporation that executed the foregoing instrument and acknowledged to me such corporation
executed the same.
(SEAL)
<u>04-04-23</u> My Commission Expires

My Commission Expires

Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date

By: ED ABra	1
Name: E. Roulal Hulten TT	•

Title: Javelina Partners.

ACKNOWLEDGEMENT

STATE OF Texas)	
COUNTY OF Tarrant) ss.)	
On this 9th day of July	,	2020, before me, a Notary Public
for the State of Texas	, personally	Managing Partner
appeared E. Randall Hudson	Ш	, Executor for Javelina Partners.

(SEAL)

8-15-21 My Commission Expires

Notary Public

STACI GILBERG Notary Public, State of Texas Comm. Expires 08-15-2021 Notary ID 12952581-5

Federal Communitization Agreement

Contract No.

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

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 32 East, N.M.P.M

Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section

7, Lea County, New Mexico

Containing **685.66** acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to 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 July 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production	<u>1 Company, L.P.</u>
Operat	or
Put Du	0
By: Cotherine	chsach
C Operator/Vice	e President M MP

Date

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

On this <u>LFD</u> day of <u>Septenbel</u>, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice President</u> of <u>Devon Energy Production Company</u>, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

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Catty Shack 6-7 Fed Com 211H SHL: 10' FSL, 800' FWL, Sec 31-23S-32E BHL: 20' FSL, 400' FWL, Sec 7-24S-32E					 6
Catty Shack 6-7 Fed Com 210H SHL: 10' FSL, 860' FWL, Sec 31-23S-32E BHL: 20' FSL, 1,350' FWL, Sec 7-24S-32E					
Catty Shack 6-7 Fed Com 212H SHL: 165' FSL, 2,225' FWL, Sec 31-23S-32E BHL: 20' FSL, 2,300' FWL, Sec 7-24S-32E					
		a state			
Tract 1 NMNM 77064 344.10 acres					 7
Tract 2 NMNM 68084 341.56 acres					
	211H	210	H	212H	

EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 77064
Description of Land Committed:	Lots 3-7, SE/4 NW/4, and E/2 SW/4 of Section 6 Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	344.10
Record Title Owner – Lessee: Name of ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P. None Devon Energy Production Company, L.P. – 100.00%

Tract No. 2

Lease Serial Number:	USA NMNM 68084
Description of Land Committed:	Lots 1-4, E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	341.56
Record Title Owner – Lessee:	Devon Energy Production Company, L.P 60.00% Javelina Partners- 40.00%
Name of ORRI Owners:	Javelina Partners
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Javelina Partners

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RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	344.10	50.18522%
Tract No. 2	341.56	49.81478%
Total	685.66	100.0000%

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

By: Catherine Schrack

Name: Catherine Lebsack Title: Vice President Company: Devon Energy Production Company, L.P.

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

On this 200 day of sources , <u>2020</u>, 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., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

Date

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

20 Date

By: all thele 711 Name: E

Title: Javelina Partners.

ACKNOWLEDGEMENT

STATE OF Texas)	
COUNTY OF <u>[arrant</u>]) ss.	
On this 9th day of July	, <u>2020</u> , before me, a Notary Public
for the State of, personally	A Partner
appeared E. Randall Hudson III	Managing Partner , Executor for Javelina Partners.

(SEAL)

8-15-21

My Commission Expires

Notary Public

NULARY PULL	STACLOU
	STACI GILBERG Notary Public, State of Texas Comm. Evel
OF TETIN	SADING OD IN AN
et all the second se	Notary ID 12952581-5

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of February 2021 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 24 South, Range 32 East, N.M.P.M

Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Lea County, New Mexico

Containing **685.66** acres, and this agreement shall include only the <u>Wolfcamp Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the

communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized 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 February 1, 2021 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. (Operator, Record Title and Working Interest Owner)

By: lathering

Catherine Lebsack, Vice President

Catty Shack 6-7 Fed Com 621H, 623H, 711H, and 713H Released to Imaging: 5/9/2022 4:50:52 PM

ACKNOWLEDGEMENT

STATE OF OLANOMA) SS. COUNTY OF DELAMMA

This instrument was acknowledged before me on this 2 day of <u>MArch</u> 20, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

LTEN. # 2100289 (SEAL)

My Commission Expires

Notary Public

EXHIBIT "A"

To Communitization Agreement dated February 1, 2021, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

Catty Shack 6-7 Fed Com 621H SHL: 150' FSL & 860' FWL, Sec 31-23S-32E BHL: 20' FSL & 1160' FWL, Sec 7-24S-32E (Defining well)

Catty Shack 6-7 Fed Com 623H SHL: 315' FSL & 2255' FWL, Sec 31-23S-32E BHL: 20' FSL & 2410' FWL, Sec 7-24S-32E (Infill well) Catty Shack 6-7 Fed Com 711H SHL: 150' FSL & 800' FWL, Sec 31-23S-32E BHL: 20' FSL & 400' FWL, Sec 7-24S-32E (Infill well)

Catty Shack 6-7 Fed Com 713H SHL: 315' FSL & 2195' FWL, Sec 31-23S-32E BHL: 20' FSL & 1820' FWL, Sec 7-24S-32E (Infill well)



Tract 1 NMNM 77064 344.10 acres



Tract 2 NMNM 68084 341.56 acres

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EXHIBIT "B"

To Communitization Agreement dated February 1, 2021, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 77064
Lease Date:	September 1, 1988
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Exxon Corporation
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	Lots 3-7, SE/4 NW/4, and E/2 SW/4 of Section 6 Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	344.10
Name and Percent of WI Owners:	Devon Energy Production Company, L.P 100%
Name of ORRI Owners:	None
<u>Tract No. 2</u>	
Lease Serial Number:	USA NMNM 68084
Lease Date:	April 1, 1987
Lease Term:	10 Years
Lessor:	United Sates of America

Catty Shack 6-7 Fed Com 621H, 623H, 711H, and 713H

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Original Lessor:	F. Frasher Hudson
Present Lessee:	Devon Energy Production Company, L.P. – 60.00% Javelina Partners – 40.00%
Description of Land Committed:	Lots 1-4, E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	341.56
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 80.00% Javelina Partners – 20.00%
Name of ORRI Owners:	Javelina Partners

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	344.10	50.18522%
Tract No. 2	341.56	49.81478%
Total	685.66	100.0000%

Javelina Partners (Record Title and Working Interest Owner)

By:	All and All
Name:	E. Rondoll Hudlon TI
Title:	MP

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)	
COUNTY OF <u>Tarrant</u>)	SS
This instrument was acknowledged E. Randall Hudson Ht Marthars	before me on <u>March 1st</u> , 2021, by , as <u>Managing Partner</u> of
	Staili
STATUTE STATUTE	Signature of Notarial Officer
Signal Communication State of Texas Comm. Expires 08-15-2021 Notary ID 12952581 5	My Commission Expires: 8-15-21

Catty Shack 6-7 Fed Com 621H, 623H, 711H, and 713H

From:	Engineer, OCD, EMNRD
To:	Green, Chelsey
Cc:	McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover, James; Paradis, Kyle O; Walls, Christopher
Subject:	Approved Administrative Order PLC-734-A
Date:	Monday, May 9, 2022 4:16:43 PM
Attachments:	PLC734A Order.pdf

NMOCD has issued Administrative Order PLC-734-A which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

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30-025-48486 #711H W/2 7-24S-32E 98248 30-025-48484 Catty Shack 6 7 Federal Com W/2 6-24S-32E 98248 30-025-48484 #621H W/2 7-24S-32E 98248 30-025-48487 Catty Shack 6 7 Federal Com W/2 6-24S-32E 98248 30-025-48487 Catty Shack 6 7 Federal Com W/2 6-24S-32E 98248 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-24S-32E 98248			W/2 NE/4	7-24S-32E	96229
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30-025-48484 #621H W/2 7-24S-32E 98248 30-025-48487 Catty Shack 6 7 Federal Com #713H W/2 6-24S-32E 98248 30-025-48485 Catty Shack 6 7 Federal Com W/2 7-24S-32E 98248 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-24S-32E 98248	30-023-48480	#711H	W /2	7-24S-32E	90240
#621H W/2 7-24S-32E 30-025-48487 Catty Shack 6 7 Federal Com #713H W/2 6-24S-32E 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-24S-32E 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-24S-32E	20 025 49494	Catty Shack 6 7 Federal Com	W /2	6-24S-32E	00240
30-025-48487 #713H W/2 7-248-32E 98248 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-248-32E 98248	30-025-48484	#621H	W /2	7-24S-32E	98248
#/13H W/2 7-248-32E 30-025-48485 Catty Shack 6 7 Federal Com W/2 6-248-32E	20 025 49497	Catty Shack 6 7 Federal Com	W /2	6-24S-32E	98248
30_025_48485	30-025-48487	#713H	W /2	7-24S-32E	
30-025-46465 #623H W/2 7-248-32E 98248	20 025 49495	Catty Shack 6 7 Federal Com	W/2	6-24S-32E	00240
	30-023-48483		W /2	7-24S-32E	98248

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

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

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

ORDER NO. PLC-734

ORDER

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

FINDINGS OF FACT

- 1. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
- 4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
- 8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

Order No. PLC-734

CONCLUSIONS OF LAW

- 9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12 NMAC, and 19.15.23 NMAC.
- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) and (6) NMAC, as applicable.
- 12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
- 14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

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

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the

Order No. PLC-734

approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
- 6. Applicant shall measure and market the commingled gas at a central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
- 8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 9. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall

reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.

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

STATE OF NEW MEXICO OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL DIRECTOR **DATE:** 8/12/2021

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-734 Operator: Devon Energy Production Company, LP (6137) Central Tank Battery: Right Meow 31 Central Tank Battery 5 Central Tank Battery Location: S/2 SW/4 Section 31, Township 23 South, Range 32 East Gas Title Transfer Meter Location: S/2 SW/4 Section 31, Township 23 South, Range 32 East

Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING, SOUTH	53805
MESA VERDE; BONE SPRING	96229

Leases as defined in 19.15.12.7(C) NMAC

	Lease	UL or Q/Q	S-T-R	
	NMNM 014157	W /2	30-23S-32E	
	NMNM 18848	W /2	31-23S-32E	
	CA Done Spring NMNM 142021	E/2 E/2	31-23S-32E	
	CA Bone Spring NMNM 142921	E/2 E/2	6-24S-32E	
		W/2 E/2	31-23S-32E	
	CA Bone Spring NMNM 142909	W/2 E/2	6-24S-32E	
		W/2 NE/4	7-24S-32E	
CA Bone Spring NMNM 142910	CA Deres Service - NUANIA 142010	W/2	6-24S-32E	
	W /2	7-24S-32E		

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
20 025 47200	Catty Shack 67 Federal Com #2101	W/2	6-24S-32E	0(220
30-025-47306	5-47306 Catty Shack 6 7 Federal Com #210H	W/2	7-24S-32E	96229
20 025 47207	Catty Shack 67 Federal Com #2111	W/2	6-24S-32E	0(220
30-025-47307	Catty Shack 6 7 Federal Com #211H	W /2	7-24S-32E	96229
30-025-47308	Catty Shaak 67 Federal Com #2121	W/2	6-24S-32E	96229
30-025-47308	Catty Shack 6 7 Federal Com #212H	W/2	7-24S-32E	90229
20.025.45210	Right Meow 31 30 Federal Com #230H	W/2	30-23S-32E	53805
30-025-47210		W /2	31-23S-32E	
30-025-47211	Dight Maaw 21 20 Endaged Com #22111	W/2	30-23S-32E	53805
30-025-4/211	Right Meow 31 30 Federal Com #231H	W/2	31-23S-32E	22002
20.025.47212	Dickt Macay 21 20 Federal Com #22211	W/2	30-23S-32E	52005
30-025-47212	Right Meow 31 30 Federal Com #232H	W /2	31-23S-32E	53805
20.025.47200	Distante and a final communication of the second se	E/2 E/2	31-23S-32E	53805
30-025-47209	Right Meow 31 6 Federal Com #234H	E/2 E/2	6-24S-32E	96229
		W/2 E/2	31-23S-32E	53805
30-025-47309	Right Meow 31 7 Federal Com #233H	W/2 E/2	6-24S-32E	0(220
		W/2 NE/4	7-24S-32E	96229

ORDER NO. PLC-734

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-734

Operator: Devon Energy Production Company, LP (6137)

Pooled Areas					
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID	
CA Bone Spring NMNM 142937	W/2 W/2	30-23S-32E 31-23S-32E	691.6	Α	

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 014157	W /2	30-23S-32E	345.76	Α
NMNM 18848	W/2	31-23S-32E	345.84	Α

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

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

ORDER NO. PLC-734-A

ORDER

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

FINDINGS OF FACT

- 1. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
- 4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
- 8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

Order No. PLC-734-A

CONCLUSIONS OF LAW

- 9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
- 12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
- 14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

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

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described in Exhibit A.

- 2. This Order supersedes Order PLC-734.
- 3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the

Order No. PLC-734-A

approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 5. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

- 10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION



DATE: 5/09/2022

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-734-A Operator: Devon Energy Production Company, LP (6137) Central Tank Battery: Right Meow 31 Central Tank Battery 5 Central Tank Battery Location: UL M N, Section 31, Township 23 South, Range 32 East Gas Title Transfer Meter Location: UL M N, Section 31, Township 23 South, Range 32 East

Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING, SOUTH	53805
MESA VERDE; BONE SPRING	96229
WC-025 G-08 S243217P; UPR WOLFCAMP	98248

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R		
NMNM 014157	W /2	30-23S-32E		
NMNM 18848	W /2	31-23S-32E		
CA Bone Spring NMNM 142921	E/2 E/2	31-23S-32E		
CA Done Spring NMINN 142921	E/2 E/2	6-24S-32E		
	W/2 E/2	31-23S-32E		
CA Bone Spring NMNM 142909	W/2 E/2	6-24S-32E		
	W/2 NE/4	7-24S-32E		
CA Done Spring NMNM 142010	W /2	6-24S-32E		
CA Bone Spring NMNM 142910	W /2	7-24S-32E		
CA Wolfcomp NMNM 142155	W /2	6-24S-32E		
CA Wolfcamp NMNM 143155	W /2	7-24S-32E		

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47306	0 025 4720 Cottas Shools (7 Federal Com #2101	W /2	6-24S-32E	96229
50-025-47500	Catty Shack 6 7 Federal Com #210H	W /2	7-24S-32E	90229
30-025-47307	Catty Shack 6 7 Federal Com #211H	W /2	6-24S-32E	96229
50-025-47507	Catty Shack 0 / Federal Com #21111	W /2	7-24S-32E	90229
30 025 17308	0-025-47308 Catty Shack 6 7 Federal Com #212H	W /2	6-24S-32E	96229
50-025-47500		W /2	7-24S-32E	90229
30-025-47210	0-025-47210 Right Meow 31 30 Federal Com #230H	W /2	30-23S-32E	53805
30-023-47210	Right Webw 31 30 Federal Colli #23011	W /2	31-23S-32E	55005
30-025-47211	Right Meow 31 30 Federal Com #231H	W /2	30-23S-32E	53805
30-023-47211	Right Medw 51 50 Federal Colli #25111	W /2	31-23S-32E	33003
30-025-47212	Right Meow 31 30 Federal Com #232H	W /2	30-23S-32E	53805
30-023-47212	Right Medw 51 50 Federal Colli #252H	W /2	31-23S-32E	33003
30-025-47209	Pight Moow 31 6 Endoral Com #231H	E/2 E/2	31-23S-32E	53805
30-023-47209	25-47209 Right Meow 31 6 Federal Com #234H	E/2 E/2	6-24S-32E	96229

		W/2 E/2	31-23S-32E	53805
30-025-47309	Right Meow 31 7 Federal Com #233H	W/2 E/2	6-24S-32E	96229
<u> </u>	W/2 NE/4	7-24S-32E	90229	
30-025-48486 Catty Shack 6 7 Federal Com #711H	Catty Shaak 67 Federal Com #7111	W /2	6-24S-32E	98248
	Catty Shack 0 / Federal Colli #/11H	W /2	7-24S-32E	90240
30-025-48484 Catty Shack 6 7 Federal Com #621H	Catter Sheek (7 Federal Com #(211)	W /2	6-24S-32E	00240
	W /2	7-24S-32E	98248	
30-025-48487 Ca	Catty Shack 6 7 Federal Com #713H	W /2	6-24S-32E	98248
		W /2	7-24S-32E	90240
20 025 49495		W /2	6-24S-32E	98248
30-025-48485 Catty Shack 6 7 Federal Com #623H	Catty Shack 0 / Feueral Com #023H	W /2	7-24S-32E	90240

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Pooled

Stat Energy, Minerals an	e of New Mexico d Natural Resources	Department		
E	xhibit B			
Operator:	PLC-734-A Devon Energy Produc	ction Company, I	L P (6137)	
r	boled Areas			Pooled
Pooled Area	UL or Q/Q	S-T-R	Acres	Area II
	W /2	30-23S-32E	691.6	Α
CA Bone Spring NMNM 142937				

Leases Comprising Pooled Areas					
Lease	UL or O/O S-T-R	Ac			

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 014157	W /2	30-23S-32E	345.76	Α
NMNM 18848	W/2	31-23S-32E	345.84	Α

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

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

District III

1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3470 Fax: (505) 476-3462

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

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CONDITIONS

Action 46015

CONDITIONS

Operator:	OGRID:	
DEVON ENERGY PRODUCTION COMPANY, LP	6137	
333 West Sheridan Ave.	Action Number:	
Oklahoma City, OK 73102	46015	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

CONDITIONS			
	Created By	Condition	Condition Date
	dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	5/9/2022