



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

November 7th, 2024

Leonard Lowe  
Engineering  
New Mexico Energy, Minerals and Natural Resources Department  
1220 South St. Francis Drive Santa Fe, New Mexico 87505  
(505) 476-3471

**Re: North Thistle 3 CTB 1**  
**Sec.-T-R: 3-23S-33E**  
**County: Lea Co., New Mexico**  
**Wells: BOA STATE COM 703H, NORTH THISTLE 3 34 STATE COM 1H -6H, 502H & 503H, NORTH THISTLE 3 34 STATE 501H**  
**Lease: VB-1937, VB-1938, V0-7248, V0-8233**  
**Agreements: Approved E/2 & W/2 Bone Spring CAs, Pending W/2 Wolfcamp CA**  
**Pool: [5170] BELL LAKE;WOLFCAMP, NORTH [7320] BRINNINSTOOL;BONE SPRING**

Dear Mr. Lowe:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells, adding wells to approved Commingle Administrative Order CTB-873. This application is necessary due to multiple pools, and multiple Communitization Agreements and Leases.

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail and Legal Notice in the Hobbs News-Sun.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal". The signature is written in a cursive, flowing style.

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., L.P. **OGRID:** 6137  
**Well Name:** Multiple - See Attached **API:** Multiple - See Attached  
**Pool:** BELL LAKE;WOLFCAMP, NORTH, BRINNINSTOOL;BONE SPRING **Pool Code:** 5170, 7320

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW**

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]  
 A. Location – Spacing Unit – Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD
- B. Check one only for [ I ] or [ II ]  
 [ I ] Commingling – Storage – Measurement  
 DHC    CTB    PLC    PC    OLS    OLM  
 [ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
 WFX    PMX    SWD    IPI    EOR    PPR

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

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

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

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

Rebecca Dealal

Print or Type Name

Rebecca Deal

Signature

11/7/2024  
Date

405-288-842928-8429  
Phone Number

rebecca.deal@dvn.com  
email Address

District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
811 S. First St., Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: Devon Energy Production Co., LP  
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102  
APPLICATION TYPE:

Pool Commingling  Lease Commingling  Pool and Lease Commingling  Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE:  Fee  State  Federal

Is this an Amendment to existing Order?  Yes  No If "Yes", please include the appropriate Order No. CTB-873  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  Yes  No

**(A) POOL COMMINGLING**  
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
See Attached					

- (2) Are any wells producing at top allowables?  Yes  No
- (3) Has all interest owners been notified by certified mail of the proposed commingling?  Yes  No.
- (4) Measurement type:  Metering  Other (Specify)
- (5) Will commingling decrease the value of production?  Yes  No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Pool Name and Code.
- (2) Is all production from same source of supply?  Yes  No
- (3) Has all interest owners been notified by certified mail of the proposed commingling?  Yes  No
- (4) Measurement type:  Metering  Other (Specify)

**(C) POOL and LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**  
Please attached sheets with the following information

- (1) Is all production from same source of supply?  Yes  No
- (2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**  
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.
- (2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
- (3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Analyst DATE: 11/7/2024  
TYPE OR PRINT NAME Rebecca Deal TELEPHONE NO.: 405-228-8429  
E-MAIL ADDRESS: Rebecca.deal@dvn.com

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

Proposal for **NORTH THISTLE 3 CTB 1:**

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

Approved E/2 BS CA - VB-1937, VB-1938, V0-7248, V0-8233			
Well Name	API	Location	Pool
NORTH THISTLE 3-34 STATE COM 6H	30-025-45075	P-3-23S-33E 326 FSL & 856 FEL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3-34 STATE COM 5H	30-025-45074	P-3-23S-33E 326 FSL & 886 FEL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3-34 STATE COM 4H	30-025-45073	P-3-23S-33E 326 FSL & 916 FEL	[7320] BRINNINSTOOL;BONE SPRING

Approved W/2 BS CA - VB-1937, VB-1938, V0-7248			
Well Name	API	Location	Pool
NORTH THISTLE 3-34 STATE COM 3H	30-025-45072	N-3-23S-33E 231 FSL & 1519 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3-34 STATE COM 2H	30-025-45071	N-3-23S-33E 231 FSL & 1489 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3-34 STATE COM 1H	30-025-45070	N-3-23S-33E 231 FSL & 1459 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 503H	30-025-51443	N-3-23S-33E 534 FSL & 1561 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 502H	30-025-51442	N-3-23S-33E 534 FSL & 1501 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE 501H	30-025-51438	N-3-23S-33E 534 FSL & 1471 FWL	[7320] BRINNINSTOOL;BONE SPRING

Pending W/2 WC CA - VB-1937, VB-1938, V0-7248			
Well Name	API	Location	Pool
BOA STATE COM 703H	30-025-51522	N-3-23S-33E 534 FSL & 1531 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH

**CA:**

- Approved Bone Spring CA: W/2 of Section 34-T22S, R33E, and Lots 3, 4, S/2 NW/4, SW/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico, containing 639.73 acres, more or less.
- Approved Bone Spring CA: E/2 of Section 34-T22S, R33E, and Lots 1, 2, S/2 NE/4, SE/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico, containing 639.19 acres, more or less.
- Approved Wolfcamp CA: W/2 of Section 34-T-22-S, R-33-E and Lots 3, 4, S/2 NW/4 and SW/4 of Section 3, T-23-S, R-33-E, Lea County, New Mexico, containing 639.73 acres, more or less.

**Oil & Gas metering:**

The North Thistle 3 CTB 1 central tank battery is in S3, T23S, R33E in Lea County, New Mexico.

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

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
NORTH THISTLE 3-34 STATE COM 1H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 2H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 3H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 4H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 5H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 6H	DVN / *	DVN / *	DVN / *
BOA STATE COM 703H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE 501H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 502H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3-34 STATE COM 503H	DVN / *	DVN / *	DVN / *
<b>Common Meters</b>			
<b>VRU Allocation</b>	DVN / *		
<b>Gas FMP</b>	TARGA / *		
<b>Oil FMP</b>	ENTERPRISE / *		

Meter Owner / Serial Number:

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

## Allocation Methodology

### PRORATED ALLOCATION

#### GAS ALLOCATION

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

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

#### OIL ALLOCATION

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

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

### **WATER ALLOCATION**

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

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

**Process and Flow Descriptions:**

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

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

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

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

Received in OED: 1/17/2024 3:33:29 PM

NORTH THISTLE 3 34 STATE COM WELLS 503H, 502H AND NORTH THISTLE 3 34 STATE WELL 501H AND BOA STATE COM WELL 703H LEA COUNTY, NEW MEXICO

**devon**

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

Projection: Transverse Mercator  
 Map Units: Foot US  
 Created by: jenset  
 Map is current as of: 11/7/2024

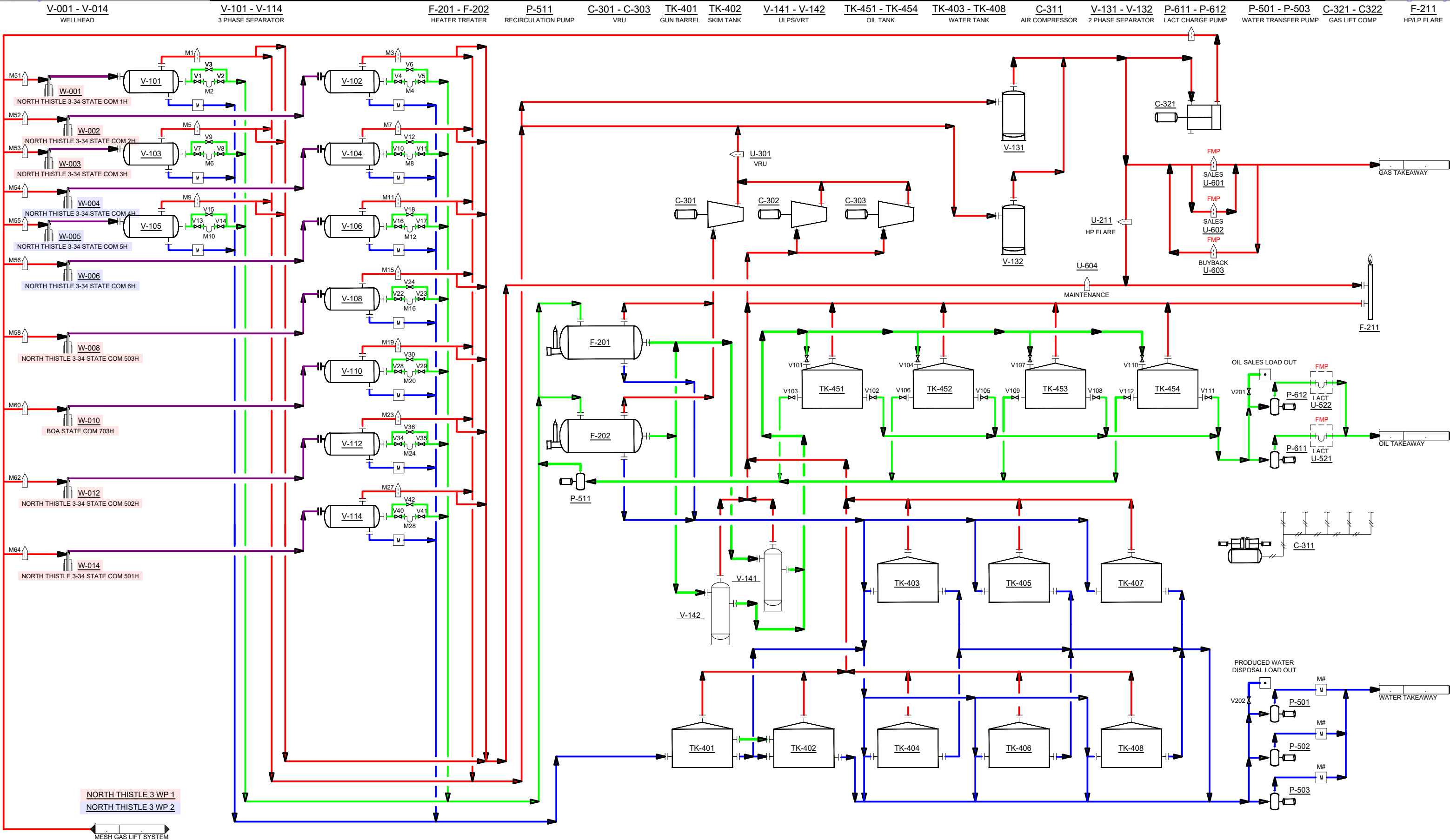
0 500 1,000 Feet  
 Scale: 1:17,968

- Central Tank Battery
- Sales Meter
- Flow Line
- Deviated Surface
- Directional Survey (ACT-DVN/OBO)
- CA - 639.73 ac. - Approved - Bone Spring
- CA - 639.73 ac. - Approved - Wolfcamp
- CA - 639.19 ac. - Approved - Bone Spring
- Project Areas

**DEVON LEASEHOLD**

- ST NM V0-8233
- ST OF NM V0 7248
- ST OF NM VB 1937
- ST OF NM VB 1938





**LEGEND**

- ORIFICE METER
- CORIOLIS METER
- MAGNETIC METER
- FMP FACILITY MEASUREMENT POINT
- GAS
- TRAIN 1 OIL
- TRAIN 2 OIL
- TRAIN 3 OIL
- WATER
- FULL WELL STREAM
- INSTRUMENT AIR
- VALVE
- PUMP

REV	DESCRIPTION	DATE	DRAWN	APPROV
1	UPDATE PFD WITH NEW LAYOUT	04/23/26	KR	AL
0	PHASE 1: INSTALL 1H/2H/3H/4H/5H/6H	12/12/18	-	-

**DRAWN BY:** KR  
**ENGINEERED BY:** AL  
**DATE:** 04/20/26  
**DATE:** 04/19/26

**CLOSED PRODUCTION SYSTEM**  
 Lea County, NM

**SECTION:** P-3-23S-33E  
**API#:** 3002545074

**WBS PROJECT No.:** --  
**DRAWING No.:** 120-01-SFD.dwg

**GPS LATITUDE / LONGITUDE COORDINATES**  
 32.3297° , -103.554°

**devon**

**CONFIDENTIAL**  
 This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.

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

**DBBU - SPINE DESIGN - "REV 1"**  
**SITE FACILITY DIAGRAM**  
 NORTH THISTLE 3 CTB 1

**FILE NAME:** 120-01-SFD  
**DWG REV:** 1

C:\USERS\LITTLA1\DESKTOP\PROJECTS - WORKING FOLDER\5 TGRNORTH THISTLE 3 CTB LACT-SAVED\100326 10:20 AM BY: LITTLA1

# Economic Justification Report

## NORTH THISTLE 3 CTB 1

Well Name & Number	Type	Lease 1	Royalty Rate	Lease 2 (if applicable)	Royalty Rate	Lease 3 (if applicable)	Royalty Rate	Lease 3 (if applicable)	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
NORTH THISTLE 3 34 STATE COM 6H	Sweet	VB-1937		VB-1938		V0-7248		V0-8233	44	42.6	883	1216
NORTH THISTLE 3 34 STATE COM 5H	Sweet	VB-1937		VB-1938		V0-7248		V0-8233	30	42.6	699	1216
NORTH THISTLE 3 34 STATE COM 4H	Sweet	VB-1937		VB-1938		V0-7248		V0-8233	28	42.6	766	1216
NORTH THISTLE 3 34 STATE COM 3H	Sweet	VB-1937		VB-1938		V0-7248			23	42.6	1,028	1216
NORTH THISTLE 3 34 STATE COM 2H	Sweet	VB-1937		VB-1938		V0-7248			28	42.6	1,200	1216
NORTH THISTLE 3 34 STATE COM 1H	Sweet	VB-1937		VB-1938		V0-7248			103	42.6	1,232	1216
NORTH THISTLE 3 34 STATE COM 503H	Sweet	VB-1937		VB-1938		V0-7248			1,331	41.5	1,645	1,399
NORTH THISTLE 3 34 STATE COM 502H	Sweet	VB-1937		VB-1938		V0-7248			1,238	41.5	1,516	1,399
NORTH THISTLE 3 34 STATE 501H	Sweet	VB-1937		VB-1938		V0-7248			785	41.5	966	1,399
BOA STATE COM 703H	Sweet	VB-1937		VB-1938		V0-7248			2,381	44.8	4,884	1,273
*These calculations are based off of offset well production and are only a proposal*												

Signed: Rebecca Deal

Date: 11/5/2024

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

**Economic Combined Production**

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
5991.0	42.9	14819.0	1285.8

**5991.0 42.9 14819.0 1285.8**

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



COMMISSIONER

Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Jill N. Lee  
Devon Energy Production Company, LP  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5015

February 23<sup>rd</sup>, 2024

Re: Communitization Agreement Approval  
Boa State Com #702H  
Vertical Extent: Wolfcamp  
Township: 22 South, Range 33 East, NMPM  
Section 34: W2  
Township: 23 South, Range 33 East, NMPM  
Section 3: Lots 3-4, S2NW4, SW4

Lea County, New Mexico

Dear Ms. Lee,

The Commissioner of Public Lands has this date approved the Boa State Com #702H Communitization Agreement for the Wolfcamp formation effective 2-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Devon Energy Production Company, LP**  
**Boa State Com #702H**  
**Wolfcamp**

**Township: 22 South, Range: 33 East, NMPM**  
**Section 34: W2**

**Township: 23 South, Range: 33 East, NMPM**  
**Section 3: Lots 3-4, S2NW4, SW4**

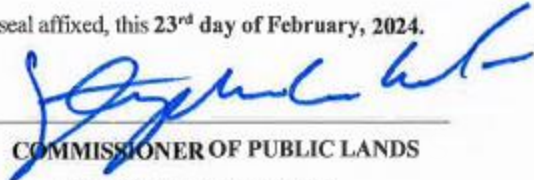
**Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **February 01, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 23<sup>rd</sup> day of February, 2024.

  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico

New Mexico State Land Office  
Oil, Gas, & Minerals Division

STATE/STATE OR  
STATE/FEE  
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 25-51521 \_\_\_\_\_

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this \_\_\_\_ [day] of \_\_\_\_\_ [month] ) February 1, 2023<sup>24</sup>, 20\_, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE  
version

State/State

2024 FEB 14 AM 10:04

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

- 1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

W/2 of Section 34-22S-33E

Subdivisions: Lots 3, 4, S/2 NW/4, and SW/4 of Section 3-23S-33E

Of Sect(s): \_\_\_\_\_ Twp: \_\_\_\_\_ Rng: \_\_\_\_\_ NMPM \_\_\_\_\_ Lea \_\_\_\_\_ County, NM

Containing 639.73 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

- 2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

- 3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

ONLINE  
version

State/State

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4. Devon Energy Production Company, L.P. shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

ONLINE  
version

State/State

2024 FEB 14 AM 10:04

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

ONLINE  
version

State/State

2024 FEB 14 AM 10:04

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Commissioner of Public Lands: \_\_\_\_\_ Date: \_\_\_\_\_

ONLINE  
version.

State/State

2024 FEB 14 AM 10:04



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.

Chevron USA Inc.  
(Current Lessee of Record)

12/12/23  
~~12/23/23~~  
Date

By:



ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

This instrument was acknowledged before me on December 12, 2023, by Ben J. Wilson, as Attorney-in-Fact of Chevron USA Inc., a Pennsylvania corporation, on behalf of said corporation.

Michelle A. Luna  
Signature of Notarial Officer



My Commission Expires: 01-07-2026

2024 FEB 14 AM 10:04

Boa State Com 701H, 702H, 703H and 704H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2024, embracing the W/2 of Section 34, T-22-S, R-33-E and Lots 3, 4, S/2 NW/4 and SW/4 of Section 3, T-23-S, R-33-E, Lea County, New Mexico, Wolfcamp Formation

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

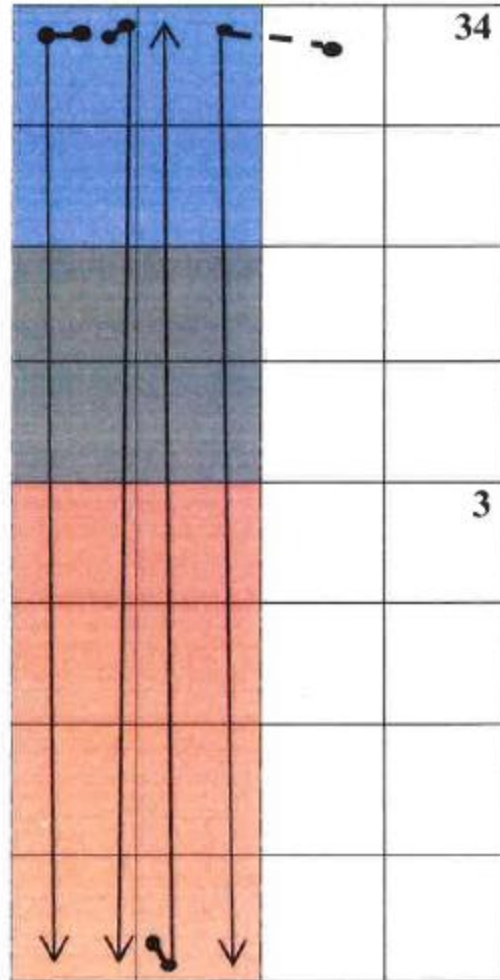
**Tract 1:**  
ST OF NM VB-1937  
(160 Acres)



**Tract 2:**  
ST OF NM VB-1938  
(160 Acres)



**Tract 3:**  
ST OF NM V0-7248  
(319.73 Acres)



701H, 702H, 703H, 704H

**Boa State Com 701H**

SHL: Sec. 34-22S-33E 225' FNL & 823' FWL  
BHL: Sec. 3-23S-33E 20' FSL & 380' FWL

**Boa State Com 702H**

SHL: Sec. 34-22S-33E 225' FNL & 883' FWL  
BHL: Sec. 3-23S-33E 20' FSL & 1,010' FWL

**Boa State Com 703H**

SHL: Sec. 3-23S-33E 534' FSL & 1,531' FWL  
BHL: Sec. 34-23S-33E 20' FNL & 1,650' FWL

**Boa State Com 704H**

SHL: Sec. 34-22S-33E 445' FNL & 1,808' FEL  
BHL: Sec. 3-23S-33E 20' FSL & 2,310' FWL

Boa State Com 701H, 702H, 703H and 704H

**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2024, embracing the W/2 of Section 34, T-22-S, R-33-E and Lots 3, 4, S/2 NW/4 and SW/4 of Section 3, T-23-S, R-33-E, Lea County, New Mexico, Wolfcamp Formation

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

DESCRIPTION OF LEASES COMMITTED

**Tract No. 1**

Lease Serial Number:	VB-1937	
Lease Date:	November 1, 2010	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	Narenta Oil Company	
Description of Land Committed:	<u>Township 22 South, Range 33 East</u> Insofar and only insofar as said lease covers: Section 34: NW/4	
Number of Acres:	160	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	18.75%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100%
ORRI Owners:	None	

Boa State Com 701H, 702H, 703H and 704H

**Tract No. 2**

Lease Serial Number: VB-1938

Lease Date: November 1, 2010

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Narenta Oil Company

Description of Land Committed: Township 22 South, Range 33 East  
Insofar and only insofar as said lease covers:  
Section 34: SW/4

Number of Acres: 160.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 100%

ORRI Owners: None

**Tract No. 3**

Lease Serial Number: V0-7248

Lease Date: December 1, 2004

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Upland Corporation

Description of Land Committed: Township 23 South, Range 33 East  
Insofar and only insofar as said lease covers:  
Section 3: Lots 3, 4, S/2 NW/4, and SW/4

Number of Acres: 319.73

Boa State Com 701H, 702H, 703H and 704H

Current Lessee of Record:	Chevron USA Inc.	
Royalty Rate:	16.666667%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100%
ORRI Owners:	TLW Investments, LLC	0.208333%* <small>*(8.33333% x 2.5%)</small>

Boa State Com 701H, 702H, 703H and 704H

**Recapitulation**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	160.00	25.010551%
2	160.00	25.010551%
3	319.73	49.978898%
Total	639.73	100.000%

Boa State Com 701H, 702H, 703H and 704H



RECEIVED

MAR 18 2019

LAND DEPARTMENT

**Stephanie Garcia Richard**  
COMMISSIONER

*State of New Mexico*  
*Commissioner of Public Lands*

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Carol Glass  
Devon Energy Production Company, LP  
333 W. Sheridan Avenue  
Oklahoma City, OK 73102

February 28<sup>th</sup>, 2019

Re: Communitization Agreement Approval  
North Thistle 3-34 State Com #2H  
Vertical Extent: Bone Spring  
Township: 23 South, Range 33 East, NMPM  
Section 3: W2  
Township 22 South, Range 33 East NMPM  
Section 34 : W2  
Lea County, New Mexico

Dear Ms. Glass,

The Commissioner of Public Lands has this date approved the North Thistle 3-34 State Com #2H Communitization Agreement for the Bone Spring formation effective 10/1/2018. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

If we may be of further service, please contact Niranjana Khalsa at (505) 827-6628.

Sincerely,

Stephanie Garcia Richard  
COMMISSIONER OF PUBLIC LANDS

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

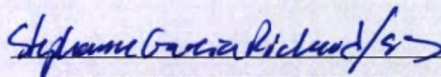
**Devon Energy Production Company, LP**  
**North Thistle 3-34 State Com #2H**  
**Vertical Extent: Bone Spring**  
**Township: 23 South, Range: 33 East, NMPM**  
**Section 3 : W2**  
**Township 22 South, Range 33 East NMPM**  
**Section 34: W2**  
**Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **October 1, 2018**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **28<sup>th</sup> Day of February, 2019**.

  
**COMMISSIONER OF PUBLIC LANDS**  
**of the State of New Mexico**



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 undersigned as follows:

2019 JAN 14 AM 10:27

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

Subdivisions W/2 of Section 34, Township 22 South, Range 33E and W/2

Of Sect(s) **3** Twnshp **23 South** Rng **33 East** NMPM **Lea** County, NM

containing 639.73 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

2018 MAR 14 AM 10:27

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.





PLAT

Attached to and made a part of that Communitization Agreement dated October 1, 2018, embracing the W/2 of Section 34-T22S, R33E, and Lots 3, 4, S/2 NW/4, SW/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico.

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

2019 JAN 14 AM 10: 28

Tract 1 VB-1937 160.00 acres	BHL		34
Tract 2 VB-1938 160.00 acres			
Tract 3 V0-7248 319.73 acres			3
	SHL		

North Thistle 3-34 State Com 2H  
SHL 231' FSL & 1489' FWL of Section 3-T23S-R33E  
BHL 20' FNL & 1284' FWL of Section 34-T22S-R33E

## Exhibit "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2018, embracing the W/2 of Section 34-T22S, R33E, and Lots 3, 4, S/2 NW/4, SW/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico.

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

## DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial No.	VB-1937
Lease Date:	November 1, 2010
Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Description of Land Committed:	Insofar and only insofar as said lease covers the NW/4 of Section 34, Township 22 South, Range 33 East
Number of Acres:	160.00 acres
Royalty Rate:	18.75%
Name and Percent WI Owners:	Devon Energy Production Company, LP: 100%
Overriding Royalty Owners:	None

Tract 2

Lease Serial No.	VB-1938
Lease Date:	November 1, 2010
Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Description of Land Committed:	Insofar and only insofar as said lease covers the SW/4 of Section 34, Township 22 South, Range 33 East
Number of Acres:	160.00 acres
Royalty Rate:	18.75%
Name and Percent WI Owners:	Devon Energy Production Company, LP: 100%
Overriding Royalty Owners:	None

Tract 3

Lease Serial No. V0-7248

Lease Date: December 1, 2004

2019 JUN 14 AM 10: 28

Lessor: State of New Mexico, by and through Commissioner of Public Lands

Lessee of Record: Chevron USA Inc.

Description of Land Committed: Insofar and only insofar as said lease covers Lots 3, 4, S/2 NW/4, SW/4 of Section 3, Township 23 South, Range 33 East

Number of Acres: 319.73 acres

Royalty Rate: 16.666667%

Name and Percent WI Owners: Devon Energy Production Company, LP: 100%

Overriding Royalty Owners: TLW Investments, LLC: .208333%\*

\*(8.33333% x 2.5%)

RECAPITULATION

	No. of Acres	Percentage of Interest
<u>Tract No.</u>	<u>Committed</u>	<u>In Communitized Area</u>
1	160.00	25.0100%
2	160.00	25.0100%
3	319.73	49.9800%
Total	639.73	100.0000%



**Stephanie Garcia Richard**  
COMMISSIONER

*State of New Mexico*  
*Commissioner of Public Lands*

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Carol Glass  
Devon Energy Production Company, LP  
333 W. Sheridan Avenue  
Oklahoma City, OK 73102

February 28<sup>th</sup>, 2019

Re: Communitization Agreement Approval  
North Thistle 3-34 State Com #5H  
Vertical Extent: Bone Spring  
Township: 23 South, Range 33 East, NMPM  
Section 3: E2  
Township 22 South, Range 33 East NMPM  
Section 34 : E2  
Lea County, New Mexico

Dear Ms. Glass,

The Commissioner of Public Lands has this date approved the North Thistle 3-34 State Com #5H Communitization Agreement for the Bone Spring formation effective 10/1/2018. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

If we may be of further service, please contact Niranjana Khalsa at (505) 827-6628.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard" followed by a stylized flourish.

Stephanie Garcia Richard  
COMMISSIONER OF PUBLIC LANDS

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

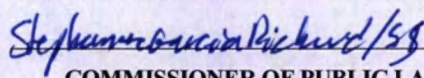
**Devon Energy Production Company, LP**  
**North Thistle 3-34 State Com #5H**  
**Vertical Extent: Bone Spring**  
**Township: 23 South, Range: 33 East, NMPM**  
**Section 3 : E2**  
**Township 22 South, Range 33 East NMPM**  
**Section 34: E2**  
**Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **October 1, 2018**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **28<sup>th</sup> Day of February, 2019**.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/STATE OR  
STATE/FEE**  
Revised March 2017

**COMMUNITIZATION AGREEMENT**

2019 JAN 14 AM 10:28

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: **North Thistle 3-34 State 5H**

STATE OF NEW MEXICO )  
SS)

API #: 30 - **25** - **45074**

COUNTY OF **Lea** )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **October 1**, 20 **18**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NM OCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Subdivisions E/2 of Section 34, Township 22 South, Range 33E and E/2

Of Sect(s) **3** Twnshp **23 South** Rng **33 East** NMPM **Lea** County, NM

containing 639.19 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

2019 JAN 16 AM 10:28

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

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10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.





LESSEE OF RECORD:

Cimarex Energy Co.

2019 JAN 14 AM 10:28

BY: ROGER ALEXANDER, ATTORNEY-IN-FACT CTE ADM  
Name and Title of Authorized Agent

*[Handwritten Signature]*

Signature of Authorized Agent

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS

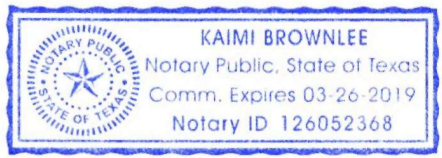
This instrument was acknowledged before me on December 18, 2018, by Roger Alexander, as Attorney-in-fact of Cimarex Energy Co.

*[Handwritten Signature]*  
Notary Public

Printed Name: Kaimi Brownlee

My Commission Expires: 3/26/19

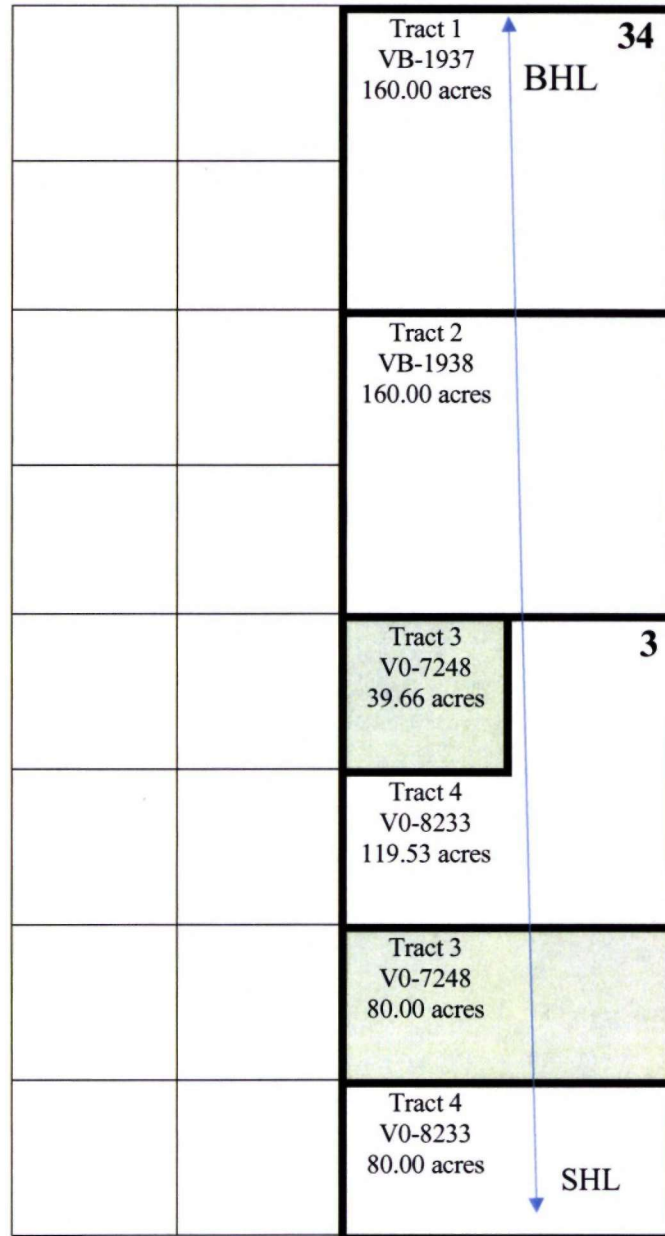
Commission No:  
126052368



PLAT

Attached to and made a part of that Communitization Agreement dated October 1, 2018, embracing the E/2 of Section 34-T22S, R33E, and Lots 1, 2, S/2 NE/4, SE/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico

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



North Thistle 3-34 State Com 5H  
SHL 326' FSL & 886' FEL of Section 3-T23S-R33E  
BHL 20' FNL & 1284' FEL of Section 34-T22S-R33E

Exhibit "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2018 embracing the E/2 of Section 34, Township 22 South, Range 33 East, and Lots 1, 2, S/2 NE/4, SE/4 of Section 3-T23S-R33E, N.M.P.M., Lea County, New Mexico

2019 JAN 14 AM 10: 28

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

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial No. VB-1937

Lease Date: November 1, 2010

Lessor: State of New Mexico, by and through Commissioner of Public Lands

Lessee of Record: Devon Energy Production Company, L.P.

Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 of Section 34, Township 22 South, Range 33 East

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

Name and Percent WI Owners: Devon Energy Production Company, LP: 100%

Overriding Royalty Owners: None

Tract 2

Lease Serial No. VB-1938

Lease Date: November 1, 2010

Lessor: State of New Mexico, by and through Commissioner of Public Lands

Lessee of Record: Devon Energy Production Company, L.P.

Description of Land Committed: Insofar and only insofar as said lease covers the SE/4 of Section 34, Township 22 South, Range 33 East

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

Name and Percent WI Owners: Devon Energy Production Company, LP: 100%

Overriding Royalty Owners: None

Tract 3

Lease Serial No. V0-7248

Lease Date: December 1, 2004 2019 JAN 14 AM 10: 28

Lessor: State of New Mexico, by and through Commissioner of Public Lands

Lessee of Record: Chevron USA Inc.

Description of Land Committed: Insofar and only insofar as said lease covers Lot 2, N/2 SE/4 of Section 3, Township 23 South, Range 33 East

Number of Acres: 119.66

Royalty Rate: 16.666667%

Name and Percent WI Owners: Devon Energy Production Company, LP: 100%

Overriding Royalty Owners: None

Tract 4

Lease Serial No. V0-8233

Lease Date: March 1, 2008

Lessor: State of New Mexico, by and through Commissioner of Public Lands

Lessee of Record: Cimarex Energy Co.

Description of Land Committed: Insofar and only insofar as said lease covers Lot 1, S/2 NE/4, S/2 SE/4 of Section 3, Township 23 South, Range 33 East

Number of Acres: 199.53 acres

Royalty Rate: 16.666667%

Name and Percent WI Owners: Devon Energy Production Company, LP: 100%

Overriding Royalty Owners: The Blanco Company: 8.333333%

RECAPITULATION

Tract No.	No. of Acres	Percentage of Interest
	Committed	In Communitized Area
1	160.00	25.0300%
2	160.00	25.0300%
3	119.66	18.7200%
4	199.53	31.2200%
Total	639.19	100.0000%

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
November 12, 2024  
and ending with the issue dated  
November 12, 2024.



Publisher

Sworn and subscribed to before me this  
12th day of November 2024.



Business Manager

My commission expires

January 29, 2027  
(Seal) **STATE OF NEW MEXICO**  
**NOTARY PUBLIC**  
**GUSSIE RUTH BLACK**  
**COMMISSION # 1087526**  
**COMMISSION EXPIRES 01/29/2027**

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

**LEGAL NOTICE**  
**November 12, 2024**

Notice of Application for Surface Commingling, Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD for a surface commingle of the oil/gas production at the North Thistle 3 CTB 1 battery. The facilities are located in Section 3-T23S-R33E, Lea County, New Mexico. Wells going to the batteries are located in Section 3-23S-33E. Production is from the [5170] BELL LAKE; WOLFCAMP, NORTH and [7320] BRINNINSTOOL; BONE SPRING pools.

Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application.

For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 235-3611 #00295998

67106744

00295998

ACCOUNTS PAYABLE - LEGALS  
DEVON ENERGY LEGALS  
PO BOX 3198  
OKLAHOMA CITY, OK 73102-3198



Devon Energy Production Company, L.P.  
333 W. Sheridan Avenue  
Oklahoma City, Oklahoma 73102  
Phone: (405) 228-4800

November 7th, 2024

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**Re: Central Tank Battery: North Thistle 3 CTB 1**

**Sec.-T-R: 3-23S-33E**  
**Wells: BOA STATE COM 703H, NORTH THISTLE 3 34 STATE COM 1H -6H, 502H & 503H, NORTH THISTLE 3 34 STATE 501H**  
**Agreements: Approved E/2 & W/2 Bone Spring CAs, Pending W/2 Wolfcamp CA**  
**Lease: VB-1937, VB-1938, V0-7248, V0-8233**  
  
**Pool: [5170] BELL LAKE;WOLFCAMP, NORTH [7320] BRINNINSTOOL;BONE SPRING**  
**County: Lea Co., New Mexico**

Interest Owners:

This letter is to advise 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 above-mentioned wells. A copy of the submitted application 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.

Please contact Devon Energy Production Company, L.P. at (405) 228-4800 with any questions or needs.

Sincerely,

Devon Energy Production Company, L.P.

Rebecca Deal  
Regulatory Compliance Professional  
Enclosure

<b>Name1</b>	<b>Int Type</b>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Postal Code</b>	<b>Owner Tracking</b>
STATE OF NEW MEXICO	RI	PO BOX 1148	SANTA FE	NM	87504-1148	9414814901527181405790
HILLMAN ROYALTIES LP	OR	1415 S VOSS STE 110-105	HOUSTON	TX	77057	9414814901527181405806
HATCH ROYALTY LLC	OR	600 W 5TH STREET SUITE 1250	AUSTIN	TX	78701	9414814901527181405813

ORIGIN ID:OKCA (405) 228-8427  
 LAUREN STULTS  
 DEVON ENERGY  
 333 WEST SHERIDAN AVENUE  
 OKLAHOMA CITY, OK 73102

SHIP DATE: 14NOV24  
 ACTWT/GT: 1.00 LB  
 CAD: 103493122/IN/ET4535

UNITED STATES US

BILL SENDER

TO **BAYLEN LAMKIN**  
**NEW MEXICO STATE LAND OFFICE**  
**310 OLD SANTA FE TRAIL**

**SANTA FE NM 87501**

INVT: (405) 228-8427 REF: 9001003613

PO. DEPT.



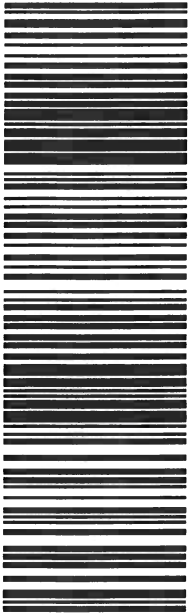
J244024091001uv

TRK# 7799 6532 3563

**FRI - 15 NOV 10:30A**  
**PRIORITY OVERNIGHT**

**XX SAFA**

**87501**  
**NM-US ABQ**



After printing this label:

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1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

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



Devon Energy Corporation  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5010

November 7th, 2024

Commissioner of Public Lands  
Attn: Commingling Manager  
PO Box 1148  
Santa Fe, NM 87504-1148

To Whom It May Concern:

Please find enclosed the SLO Commingling Application for the North Thistle 3 CTB 1, application fee check of \$150.00.

Should you require any additional information or assistance, please do not hesitate to contact me my email or phone.

A handwritten signature in blue ink that reads "Rebecca Deal". The signature is written in a cursive, flowing style.

Rebecca Deal  
Regulatory Analyst  
Work Phone: (405)228-8492  
rebecca.deal@dvn.com

Devon Energy Center-Tower  
333 West Sheridan Avenue Oklahoma City OK  
73102-5015

Enclosures

State of New Mexico  
Energy, Minerals and Natural Resources Department

Susana Martinez  
Governor

Ken McQueen  
Cabinet Secretary

Matthias Sayer  
Deputy Cabinet Secretary

Heather Riley, Division Director  
Oil Conservation Division



ADMINISTRATIVE CENTRAL TANK BATTERY ORDER

Administrative Order CTB-873

November 9, 2018

Devon Energy Production Company, LP  
Attention: Ms. Erin Workman

Devon Energy Production Company, LP (OGRID 6137) is hereby authorized to surface commingle oil and gas production and off-lease measure oil and gas production from the Brinninstool; Bone Spring Pool (Pool code 7320) from the following diversely owned state leases located in Township 22 South, Range 33 East, and Township 23 South, Range 33 East, Lea County, New Mexico:

Lease: Proposed North Thistle 3 34 State Com Well No. 1H Communitization Agreement  
Description: W/2 of Section 34, Township 22 South, Range 33 East, and Lot 3/ Unit C, Lot 4/ Unit D, S/2 NW/4, and SW/4 (W/2 Equivalent) of Section 3, Township 23 South, Range 33 East

Wells: North Thistle 3 34 State Com Well No. 1H API 30-025-45070  
North Thistle 3 34 State Com Well No. 2H API 30-025-45071  
North Thistle 3 34 State Com Well No. 3H API 30-025-45072

Lease: Proposed North Thistle 3 34 State Com Well No. 5H Communitization Agreement  
Description: E/2 of Section 34, Township 22 South, Range 33 East, and Lot 1/ Unit A, Lot 2/ Unit B, S/2 NE/4, and SE/4 (E/2 Equivalent) of Section 3, Township 23 South, Range 33 East

Wells: North Thistle 3 34 State Com Well No. 5H API 30-025-45074  
North Thistle 3 34 State Com Well No. 4H API 30-025-45073  
North Thistle 3 34 State Com Well No. 6H API 30-025-45075

The commingled oil and gas production from the wells detailed above shall be measured and sold at the North Thistle 3 Central Tank Battery (CTB), located in Unit P, Section 3, Township 23 South, Range 33 East, NMPM, Lea County, New Mexico.

Production from the subject wells shall be determined as follows:

The oil and gas production from each of the diversely-owned leases shall be measured with allocation meters.

Administrative Order CTB-873  
Devon Energy Production Company, LP  
November 9, 2018  
Page 2 of 2

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The oil and gas production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams by the separator and each stream will be measured individually after it exits the separator, before commingling.

Your application has been duly filed under the provisions of Division Rules 19.15.12.10.C NMAC and 19.15.4.12.A (8) NMAC.

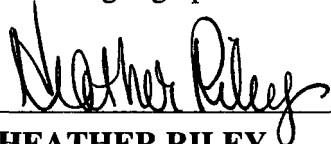
It is also understood that you have given due notice of this application to all owners in the mineral interest estate ("affected parties") as defined in Rule 19.15.12.10.C (4) NMAC.

The allocation meters shall be calibrated quarterly in accordance with Rule 19.15.12.10.C (2) NMAC.

This installation shall be installed and operated in accordance with the applicable Division Rules. It is the responsibility of the producer to notify the transporter of this commingling authority.

This administrative order is subject to like approval from the New Mexico State Land Office.

The operator shall notify the Hobbs District office of the Division prior to implementation of the commingling operations.



**HEATHER RILEY**  
**Director**

HR/mam

cc: Oil Conservation Division – Hobbs  
New Mexico State Land Office – Oil, Gas, and Minerals

# USPS Tracking<sup>®</sup>

FAQs >

Tracking Number:

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## 9414814901527181405790

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### Latest Update

Your item was picked up at a postal facility at 10:10 am on November 12, 2024 in SANTA FE, NM 87501.

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### Delivered

**Delivered, Individual Picked Up at Postal Facility**

SANTA FE, NM 87501

November 12, 2024, 10:10 am

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Feedback

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Product Information



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Tracking Number:

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# 9414814901527181405806

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## Latest Update

Your item was delivered to an individual at the address at 1:27 pm on November 14, 2024 in HOUSTON, TX 77057.

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USPS Tracking Plus®

## Delivered

Delivered, Left with Individual

HOUSTON, TX 77057

November 14, 2024, 1:27 pm

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

See More 

Tracking Number:

Remove 

# 9414814901527181405813

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

## Latest Update

Your item was delivered to the front desk, reception area, or mail room at 12:17 pm on November 12, 2024 in AUSTIN, TX 78701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

## Delivered

Delivered, Front Desk/Reception/Mail Room

AUSTIN, TX 78701

November 12, 2024, 12:17 pm

See All Tracking History

**What Do USPS Tracking Statuses Mean?** (<https://faq.usps.com/s/article/Where-is-my-package>)

**See More** 

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

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

**DISTRICT III**  
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Phone: (505) 334-6178 Fax: (505) 334-6170

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

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

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number		Pool Code	Pool Name	
		5170	BELL LAKE;WOLFCAMP, NORTH	
Property Code	Property Name		Well Number	
	BOA STATE COM		703H	
OGRID No.	Operator Name		Elevation	
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.		3594.4'	

**Surface Location**

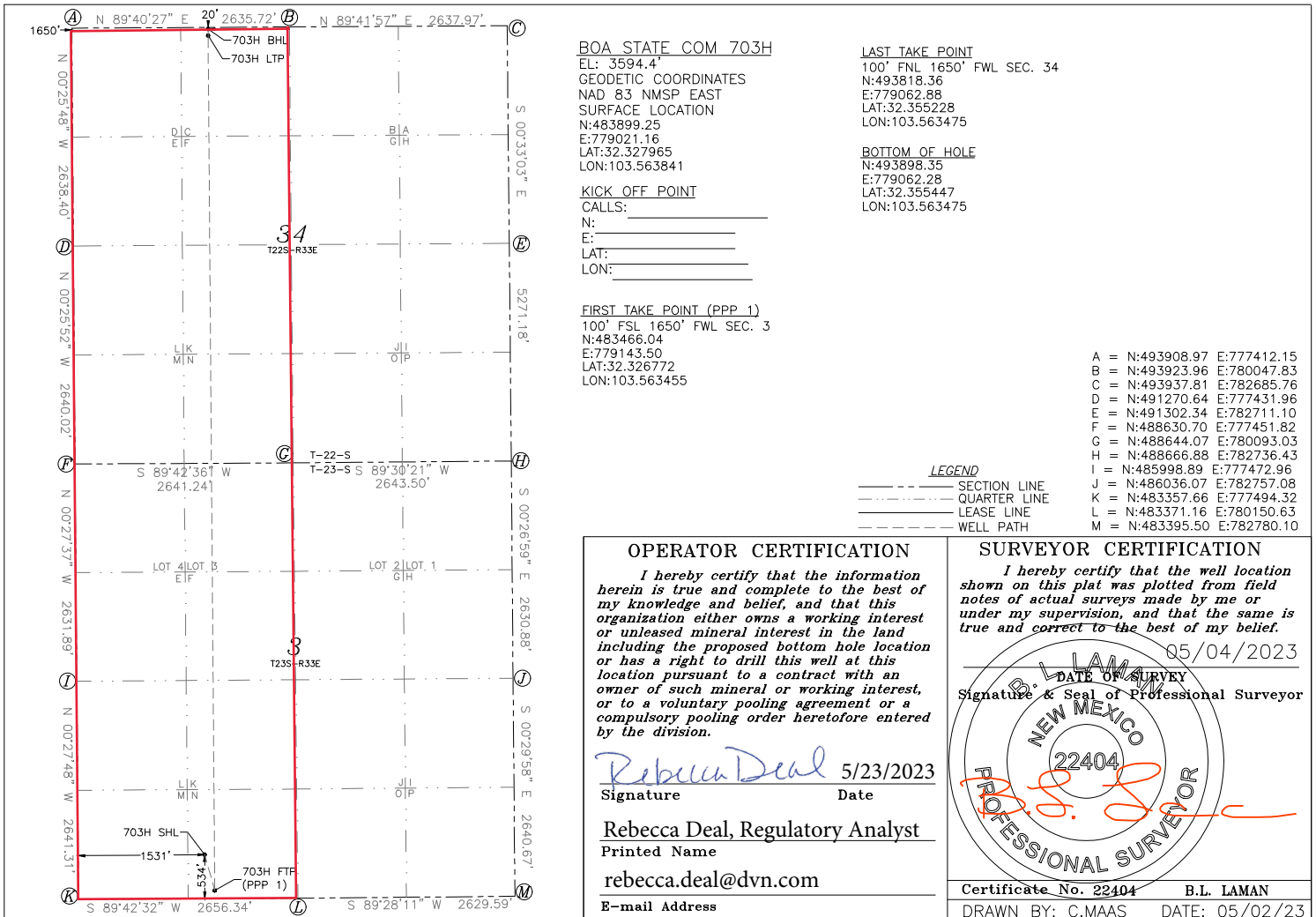
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		534	SOUTH	1531	WEST	LEA

**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
C	34	22-S	33-E		20	NORTH	1650	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
639.73			

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



Intent  As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: BOA STATE COM	Well Number 703H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	3	23S	33E		62	FSL	1651	FWL	LEA
Latitude					Longitude				NAD
32.3266					-103.5635				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	3	23-S	33-E		100	SOUTH	1650	WEST	LEA
Latitude					Longitude				NAD
32.326772					103.563455				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	34	22-S	33-E		100	NORTH	1650	WEST	LEA
Latitude					Longitude				NAD
32.355228					103.563475				83

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

Is this well an infill well?  Y

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: BOA STATE COM	Well Number 702H

KZ 06/29/2018



Intent  As Drilled

API # 30-025-51438		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE	Well Number 501H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	3	23S	33E		55	FSL	379	FWL	LEA
Latitude 32.3266					Longitude -103.5677				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	3	23-S	33-E		100	SOUTH	380	WEST	LEA
Latitude 32.326779					Longitude 103.567566				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	3	23-S	33-E	4	100	NORTH	380	WEST	LEA
Latitude 32.340723					Longitude 103.567581				NAD 83

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

Is this well an infill well?  N

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

**DISTRICT I**  
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**DISTRICT II**  
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State of New Mexico  
**Energy, Minerals & Natural Resources Department**  
**OIL CONSERVATION DIVISION**  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-51442</b>	Pool Code <b>7320</b>	Pool Name <b>BRINNINSTOOL;BONE SPRING</b>
Property Code	Property Name <b>NORTH THISTLE 3-34 STATE COM</b>	Well Number <b>502H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3594.3'</b>

**Surface Location**

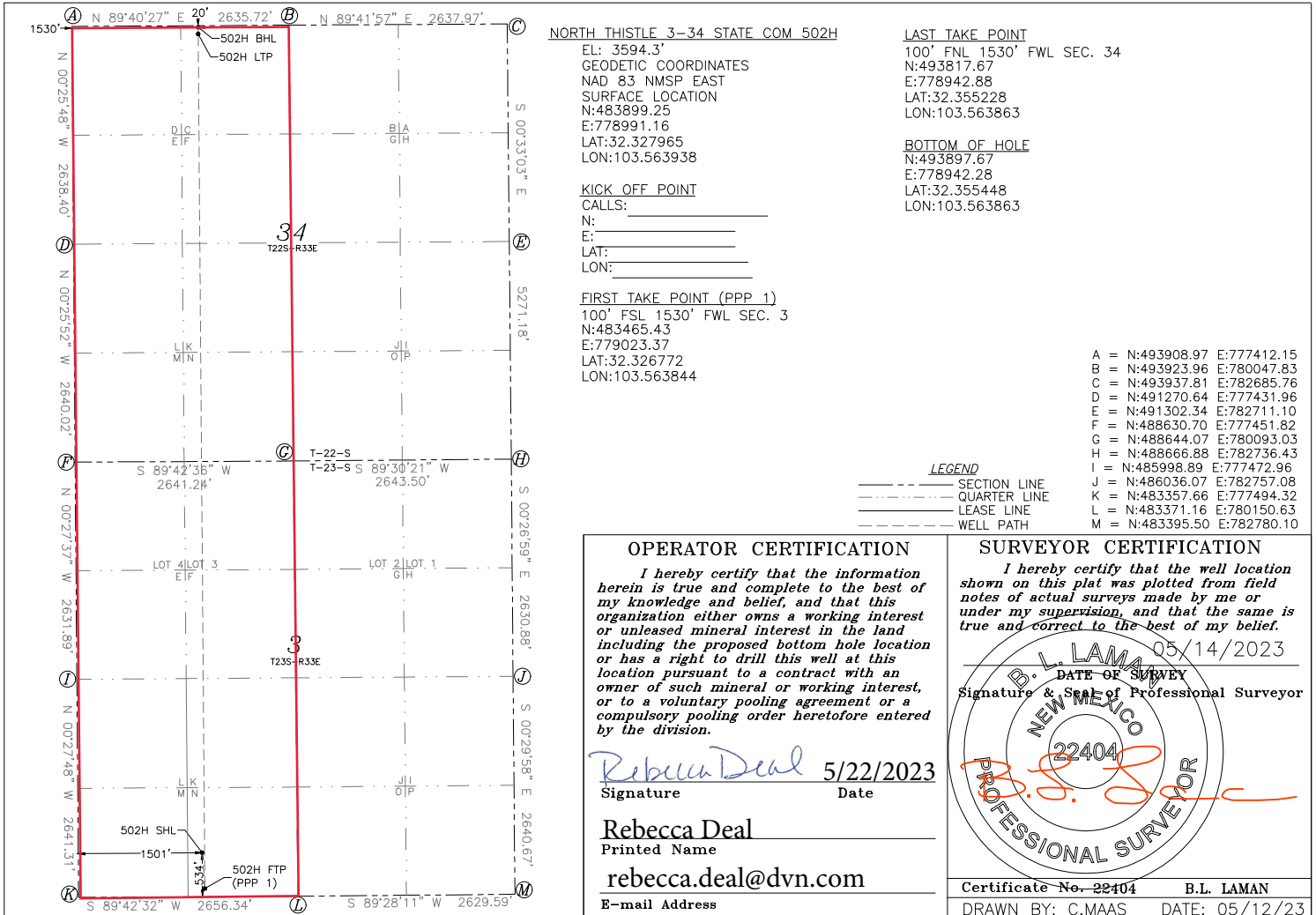
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		534	SOUTH	1501	WEST	LEA

**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
C	34	22-S	33-E		20	NORTH	1530	WEST	LEA

Dedicated Acres <b>639.73</b>	Joint or Infill	Consolidation Code	Order No.
----------------------------------	-----------------	--------------------	-----------

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



Intent  As Drilled

API # 30-025-51442		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 502H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	3	23S	33E		62	FSL	1528	FWL	LEA
Latitude 32.3266					Longitude -103.5639				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	3	23-S	33-E		100	SOUTH	1530	WEST	LEA
Latitude 32.326772					Longitude 103.563844				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	34	22-S	33-E		100	NORTH	1530	WEST	LEA
Latitude 32.355228					Longitude 103.563863				NAD 83

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

Is this well an infill well?  Y

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: North Thistle 3-34 State Com	Well Number 2H

KZ 06/29/2018

**DISTRICT I**  
1625 N. FRENCH DR., HOBBS, NM 88240  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-51443</b>	Pool Code <b>7320</b>	Pool Name <b>BRINNINSTOOL;BONE SPRING</b>
Property Code <b>333986</b>	Property Name <b>NORTH THISTLE 3-34 STATE COM</b>	Well Number <b>503H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3594.3'</b>

**Surface Location**

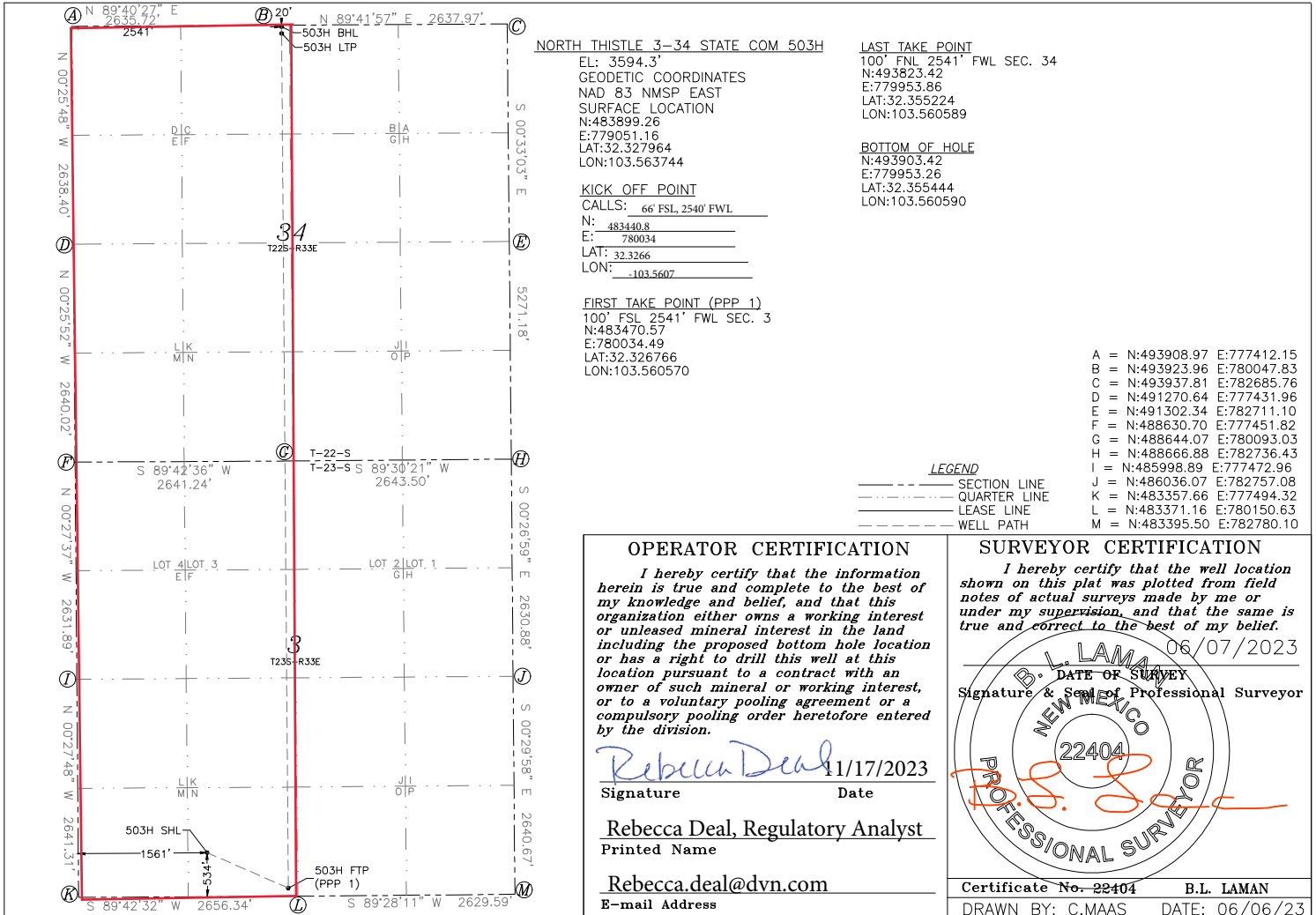
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		534	SOUTH	1561	WEST	LEA

**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
C	34	22-S	33-E		20	NORTH	2541	WEST	LEA

Dedicated Acres <b>639.73</b>	Joint or Infill	Consolidation Code	Order No.
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**NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION**



Intent  As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 503H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	3	23S	33E		66	FSL	2540	FWL	LEA
Latitude					Longitude				NAD
32.3266					-103.5607				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	3	23-S	33-E		100	SOUTH	2541	WEST	LEA
Latitude					Longitude				NAD
32.326766					103.560570				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	34	22-S	33-E		100	NORTH	2541	WEST	LEA
Latitude					Longitude				NAD
32.355224					103.560589				83

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

Is this well an infill well?  Y

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 2H

KZ 06/29/2018

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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-45070	Pool Code 7320	Pool Name BRINNINSTOOL; BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	
		Well Number 1H
		Elevation 3595.9'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		231	SOUTH	1459	WEST	LEA

Bottom Hole Location If Different From Surface

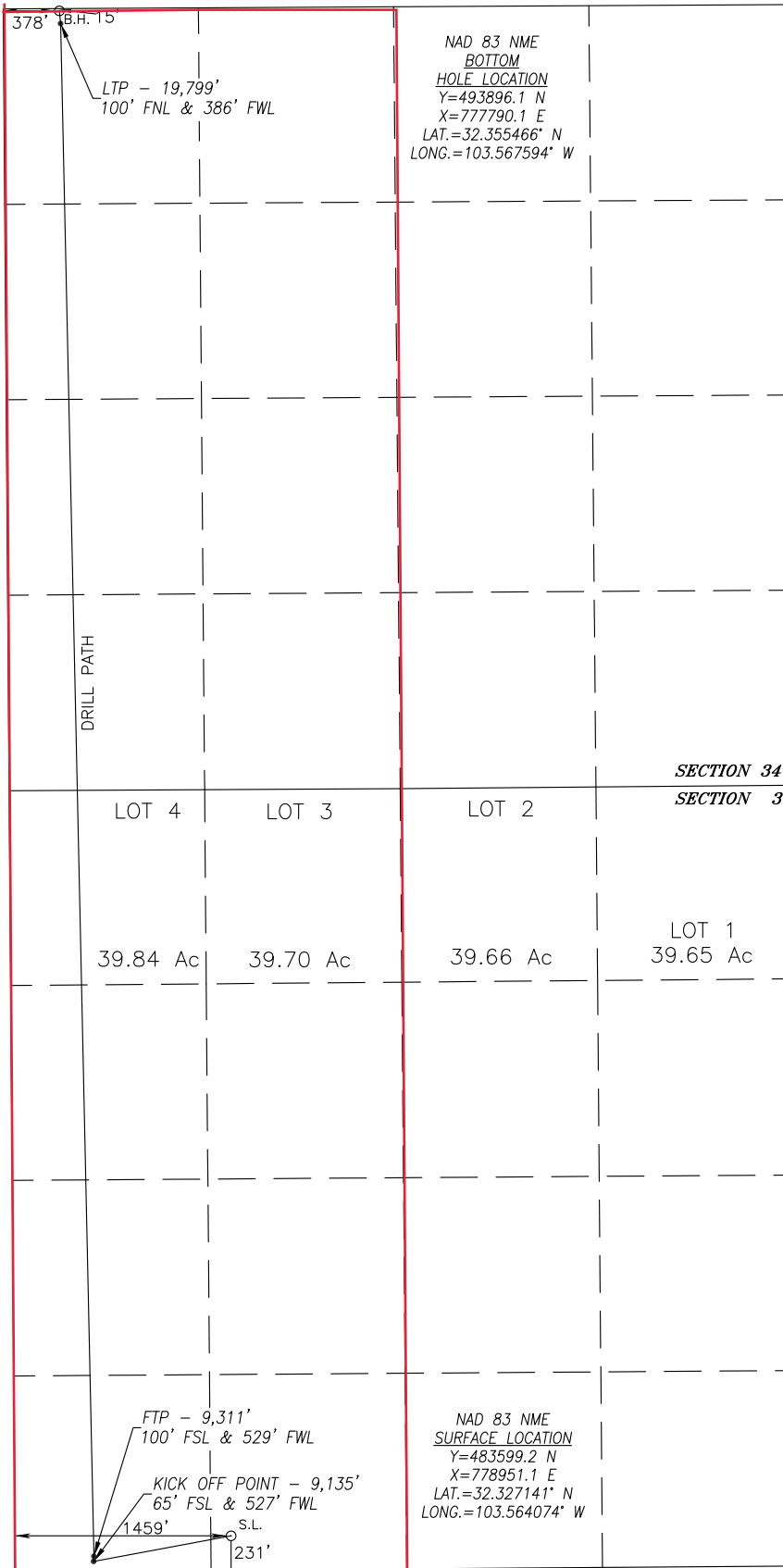
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	34	22-S	33-E		15	NORTH	378	WEST	LEA

Dedicated Acres 639.73	Joint or Infill	Consolidation Code	Order No.
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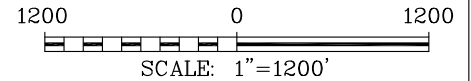
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2


Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 1H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	Elevation 3595.9'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY DEVON ENERGY PRODUCTION CO., L.P. FOR THE NORTH THISTLE 3-34 STATE COM #1H SUPPLIED TO HARCROW SURVEYING, LLC ON MAY 15, 2019



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 6/10/2019  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

FEB. 20, 2018/DEC. 18, 2018  
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow* 5/30/19  
Certificate No. CHAD HARCROW 17777

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API # 30-025-45071									
Operator Name: Devon Energy Production Co.					Property Name: North Thistle 3-34 State Com				Well Number 2H

KZ 06/29/2018

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

DISTRICT III  
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-45071	Pool Code 7320	Pool Name BRINNINSTOOL; BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
Well Number 2H		
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	
	Elevation 3595.6'	

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		231	SOUTH	1489	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
D	34	22-S	33-E		20	NORTH	1289	WEST	LEA

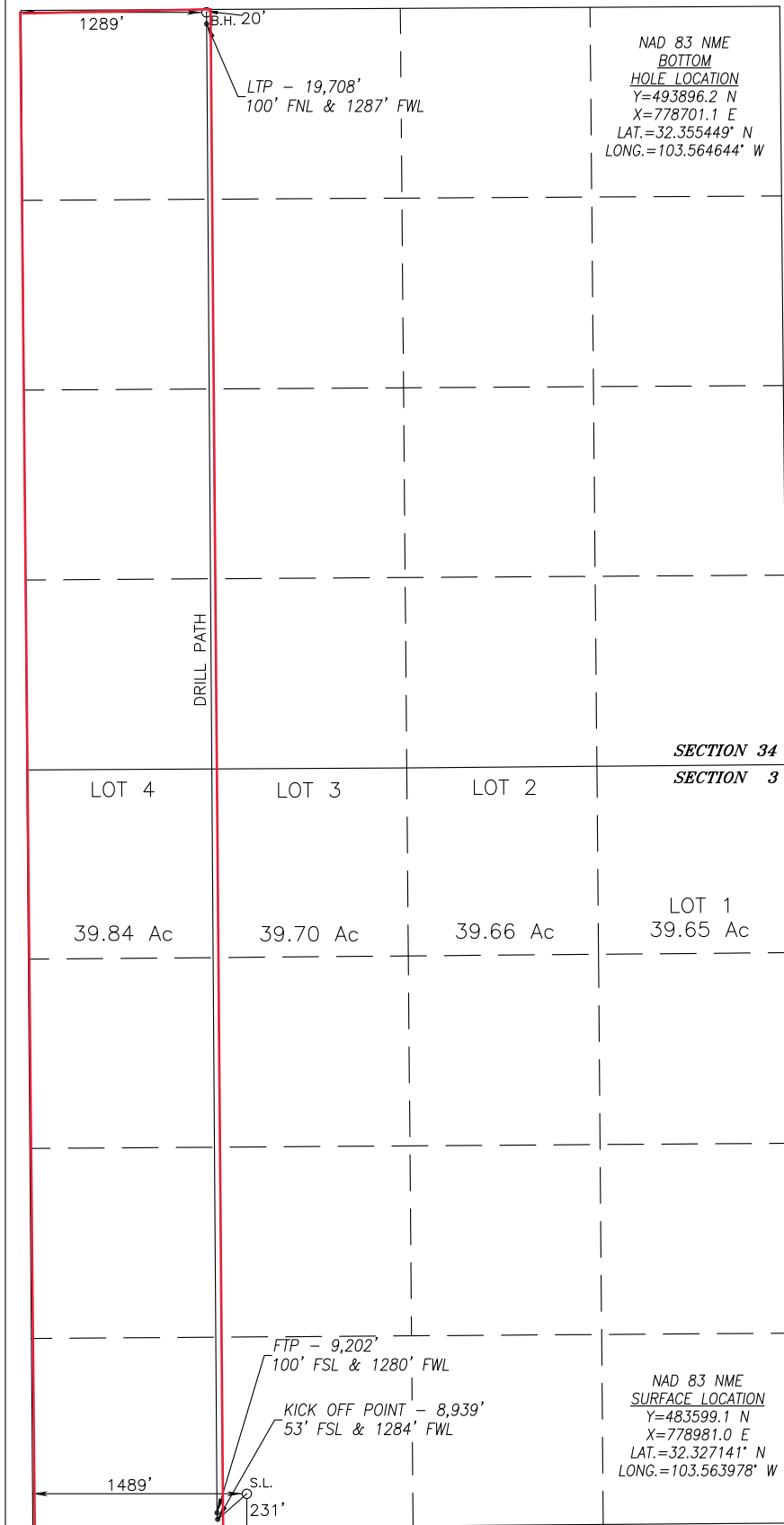
Dedicated Acres 639.73	Joint or Infill	Consolidation Code	Order No.
---------------------------	-----------------	--------------------	-----------

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

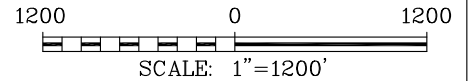
SEE PAGE 2

PAGE 1 OF 2
W.O. #19-943      DRAWN BY: WN

Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 2H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	Elevation 3595.6'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY DEVON ENERGY PRODUCTION CO., L.P. FOR THE NORTH THISTLE 3-34 STATE COM #2H SUPPLIED TO HARCROW SURVEYING, LLC ON MAY 15, 2019



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 6/10/2019  
 Signature Date  
 Rebecca Deal, Regulatory Analyst  
 Printed Name  
 rebecca.deal@dvn.com  
 E-mail Address

**SURVEYOR CERTIFICATION**

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

JUNE 4, 2018/NOV. 29, 2018  
 Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

*Chad Harcrow* 5/31/19  
 Certificate No. CHAD HARCROW 17777

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-45072		Pool Code 7320	Pool Name BRINNINSTOOL; BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM		Well Number 3H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.		Elevation 3595.2'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	3	23-S	33-E		231	SOUTH	1519	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
C	34	22-S	33-E		7	NORTH	2186	WEST	LEA

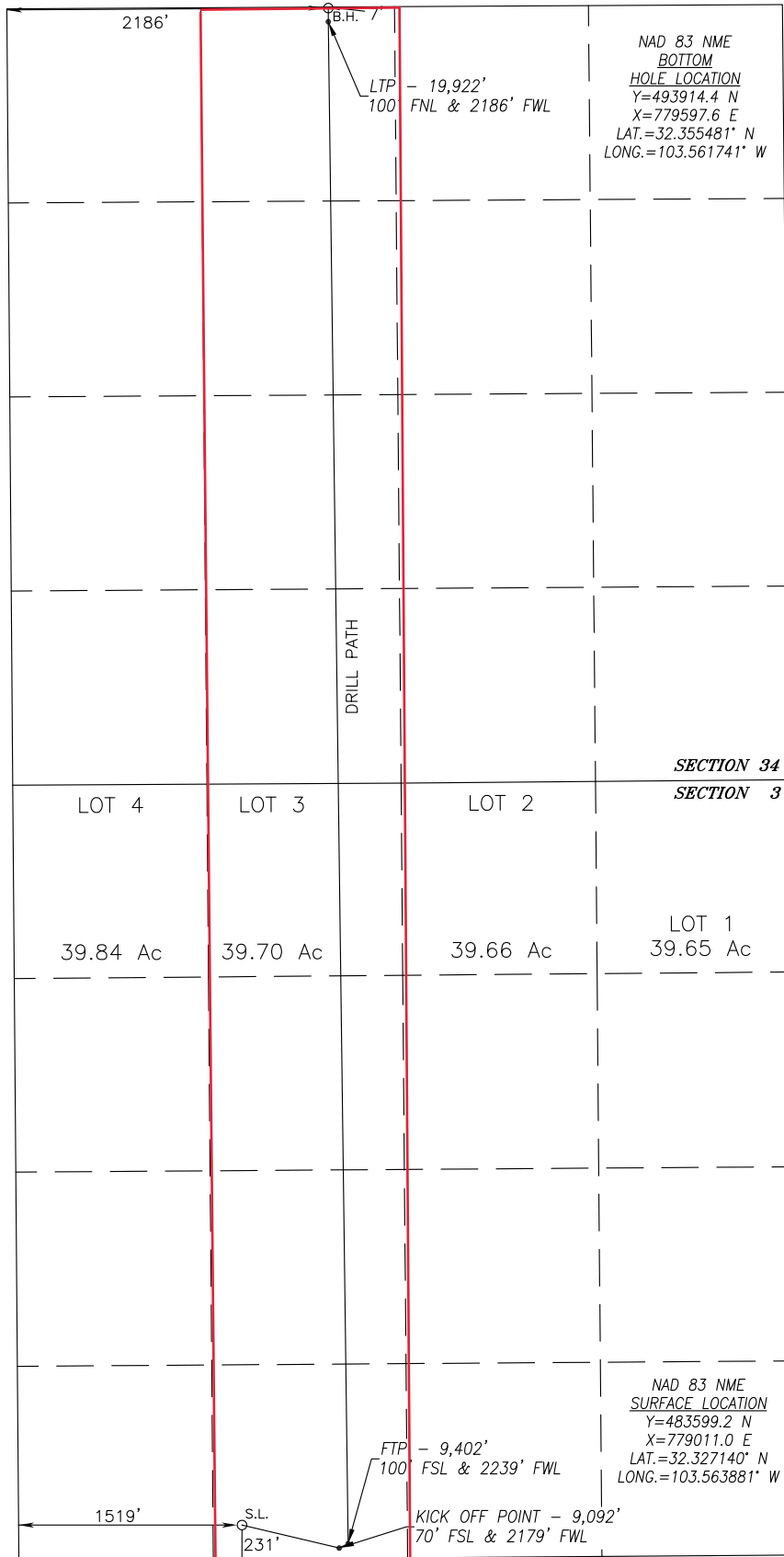
Dedicated Acres 639.73	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

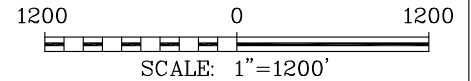
SEE PAGE 2

	PAGE 1 OF 2
W.O. #19-944	DRAWN BY: WN

Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 3H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	Elevation 3595.2'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY DEVON ENERGY PRODUCTION CO., L.P. FOR THE NORTH THISTLE 3-34 STATE COM #3H SUPPLIED TO HARCROW SURVEYING, LLC ON MAY 15, 2019



**OPERATOR CERTIFICATION**

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

*Rebecca Deal*                      6/10/2019  
Signature                                      Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

JUNE 4, 2018/NOV. 14, 2018  
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow*                      5/31/19  
Certificate No. CHAD HARCROW                      17777

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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

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

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

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

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

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-45073	Pool Code 7320	Pool Name BRINNINSTOOL; BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
Well Number 4H		
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	
	Elevation 3572.0'	

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	3	23-S	33-E		326	SOUTH	916	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	34	22-S	33-E		7	NORTH	2202	EAST	LEA

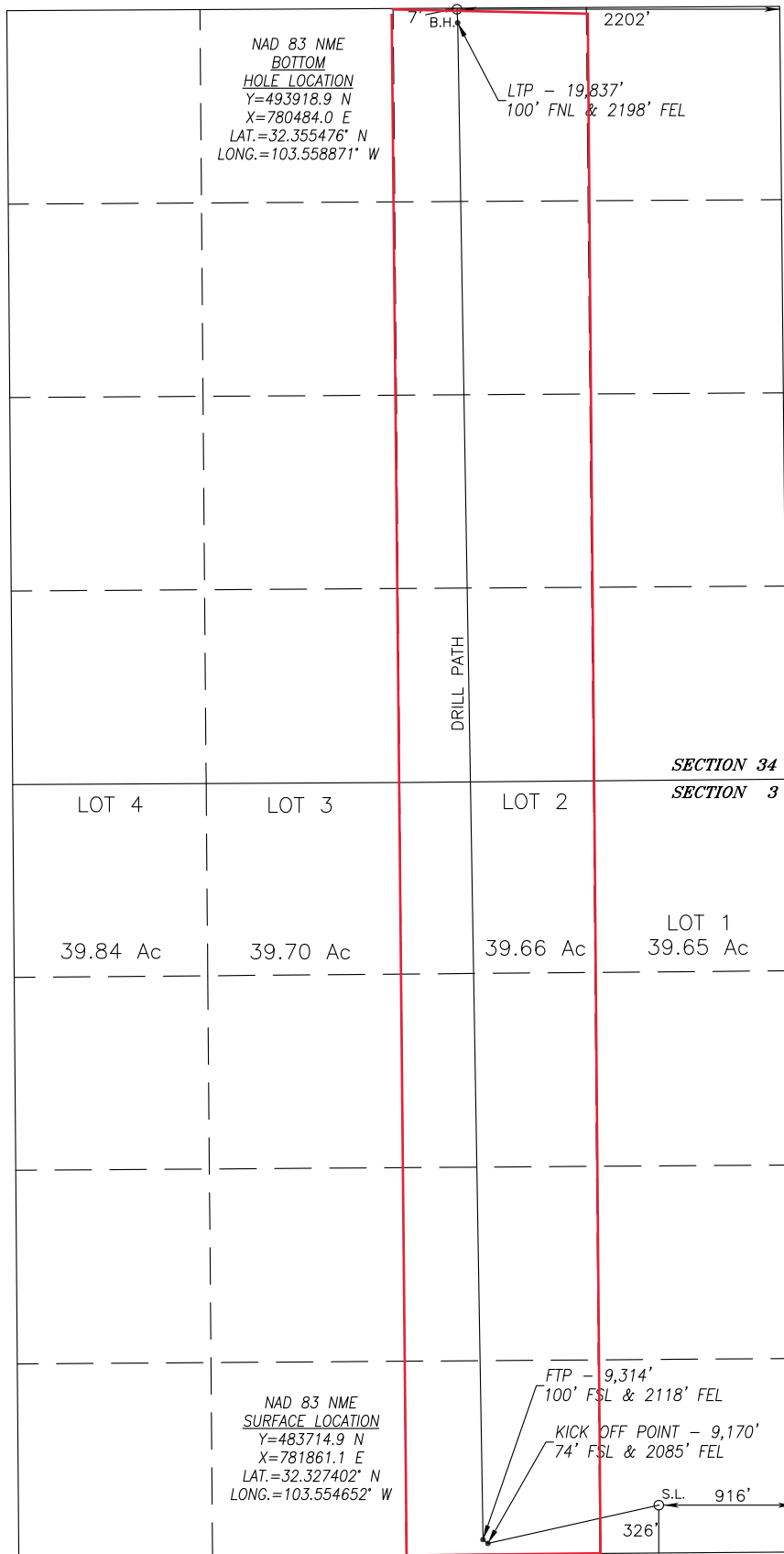
Dedicated Acres 639.19	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED  
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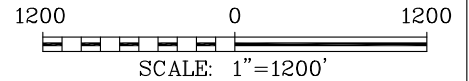
SEE PAGE 2

PAGE 1 OF 2
W.O. #19-945
DRAWN BY: WN

Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 4H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	Elevation 3572.0'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY DEVON ENERGY PRODUCTION CO., L.P. FOR THE NORTH THISTLE 3-34 STATE COM #3H SUPPLIED TO HARCROW SURVEYING, LLC ON MAY 15, 2019



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 6/11/2019  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**SURVEYOR CERTIFICATION**

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

JUNE 4, 2018/NOV. 14, 2018  
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

*Chad Harcrow* 5/31/19  
Certificate No. CHAD HARCROW 17777

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-45074	Pool Code 7320	Pool Name BRINNINSTOOL;BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	
		Well Number 5H
		Elevation 3571.1'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	3	23-S	33-E		326	SOUTH	886	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	34	22-S	33-E		4	NORTH	1265	EAST	LEA

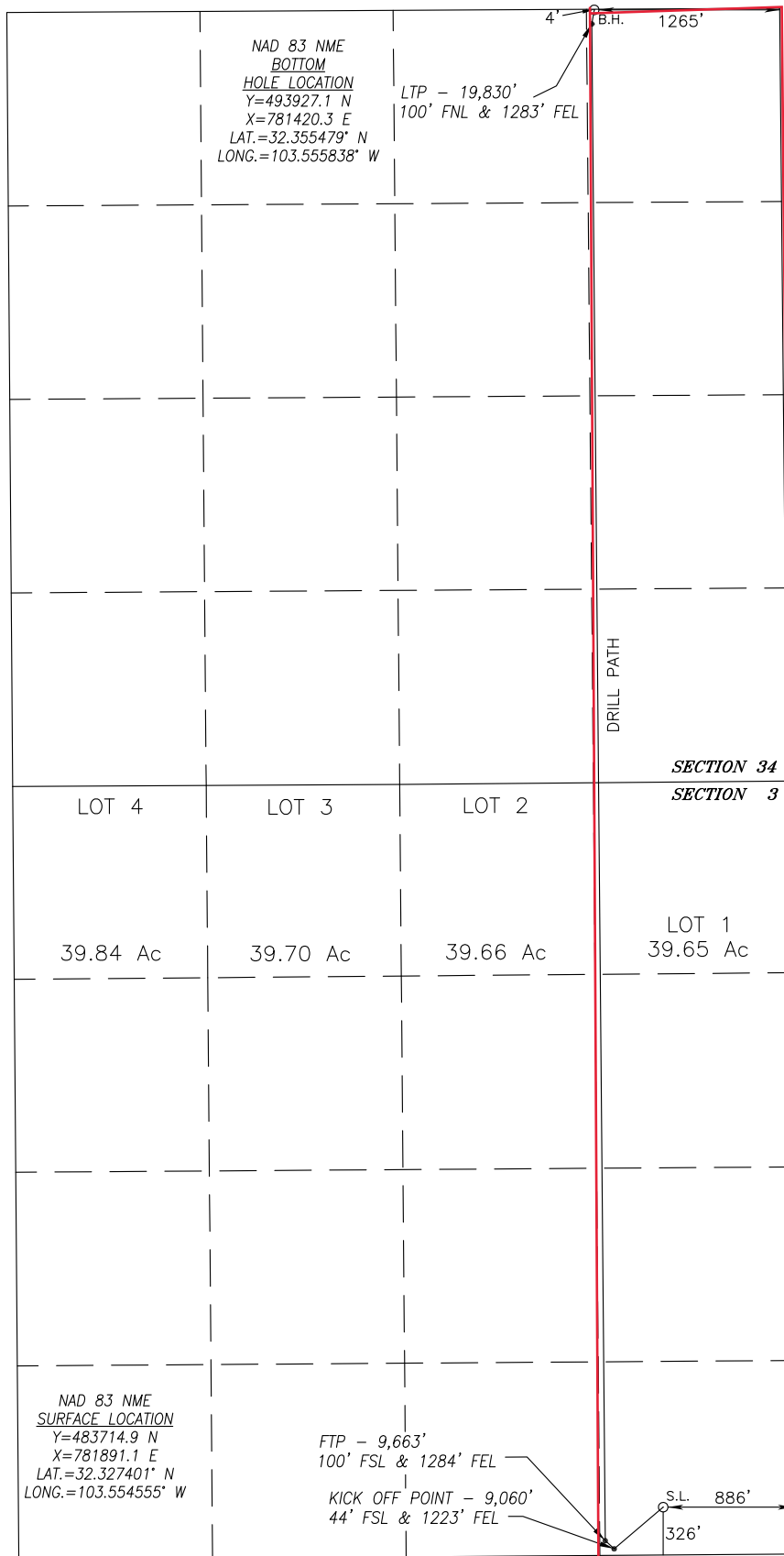
Dedicated Acres 639.19	Joint or Infill	Consolidation Code	Order No.
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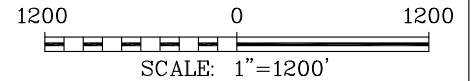
SEE PAGE 2

PAGE 1 OF 2
W.O. #19-946      DRAWN BY: WN

Property Code	Property Name <b>NORTH THISTLE 3-34 STATE COM</b>	Well Number 5H
OGRID No.	Operator Name <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Elevation 3571.1'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY DEVON ENERGY PRODUCTION CO., L.P. FOR THE NORTH THISTLE 3-34 STATE COM #5H SUPPLIED TO HARCROW SURVEYING, LLC ON MAY 15, 2019



**OPERATOR CERTIFICATION**

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

*Rebecca Deal* 6/12/2019  
 Signature Date

Rebecca Deal, Regulatory Analyst  
 Printed Name

rebecca.deal@dvn.com  
 E-mail Address

**SURVEYOR CERTIFICATION**

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

JUNE 4, 2018/JAN. 25, 2019  
 Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

*Chad Harcrow* 5/31/19  
 Certificate No. CHAD HARCROW 17777

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

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Revised August 1, 2011  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-45075	Pool Code 7320	Pool Name BRINNINSTOOL;BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
Well Number 6H		
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	
		Elevation 3569.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	3	23-S	33-E		326	SOUTH	856	EAST	LEA

Bottom Hole Location If Different From Surface

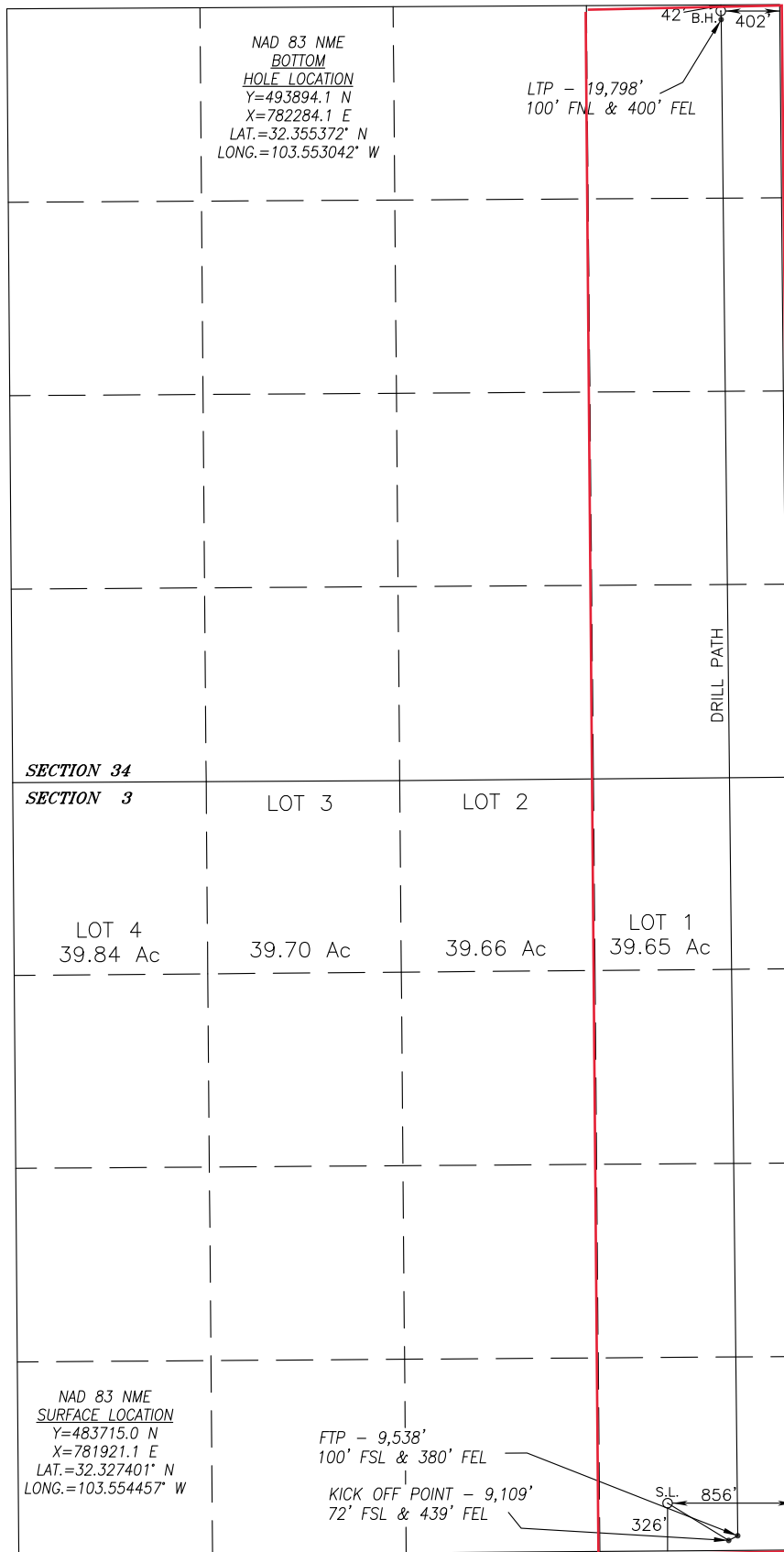
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	34	22-S	33-E		42	NORTH	402	EAST	LEA

Dedicated Acres 639.19	Joint or Infill	Consolidation Code	Order No.
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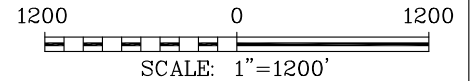
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SEE PAGE 2


Property Code	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 6H
OGRID No.	Operator Name DEVON ENERGY PRODUCTION CO., L.P.	Elevation 3569.8'



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*Rebecca Deal* 6/12/2019  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

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E-mail Address

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JUNE 4, 2018/JAN. 25, 2019  
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow* 5/31/19  
Signature Date

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

Is this well an infill well?

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

**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-1119**

**ORDER**

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

**FINDINGS OF FACT**

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

**CONCLUSIONS OF LAW**

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10(C)(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

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

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

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

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

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

2. This Order supersedes Order CTB-873.
3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more

than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
6. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
7. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
11. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
12. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10(C)(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



\_\_\_\_\_  
**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 5/8/26

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-1119

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: North Thistle 3 Central Tank Battery 1

Central Tank Battery Location: UL P, Section 3, Township 23 South, Range 33 East

Gas Title Transfer Meter Location: UL I, Section 3, Township 23 South, Range 33 East

### Pools

Pool Name	Pool Code
BELL LAKE;WOLFCAMP, NORTH	5170
BRINNINSTOOL;BONE SPRING	7320

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

Lease	UL or Q/Q	S-T-R
CA Wolfcamp SLO 204811 PUN 1403068	W2	34-22S-33E
	W2	03-23S-33E
CA Bone Spring SLO 203885 PUN 1376006	W2	34-22S-33E
	W2	03-23S-33E
CA Bone Spring SLO 203886 PUN 1376017	E2	34-22S-33E
	E2	03-23S-33E
SLO Lease VB-1937-0001	N2	34-22S-33E
SLO Lease VB-1938-0001	S2	34-22S-33E
SLO Lease V0-7248-0002	W2, NWNE, N2SE	03-23S-33E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45075	NORTH THISTLE 3 34 STATE COM #006H	E2	34-22S-33E	7320
		E2	03-23S-33E	
30-025-45074	NORTH THISTLE 3 34 STATE COM #005H	E2	34-22S-33E	7320
		E2	03-23S-33E	
30-025-45073	NORTH THISTLE 3 34 STATE COM #004H	E2	34-22S-33E	7320
		E2	03-23S-33E	
30-025-45072	NORTH THISTLE 3 34 STATE COM #003H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-45071	NORTH THISTLE 3 34 STATE COM #002H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-45070	NORTH THISTLE 3 34 STATE COM #001H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-51443	NORTH THISTLE 3 34 STATE COM #503H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-51442	NORTH THISTLE 3 34 STATE COM #502H	W2	34-22S-33E	7320
		W2	03-23S-33E	

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<b>30-025-51438</b>	<b>NORTH THISTLE 3 34 STATE #501H</b>	<b>W2W2</b>	<b>03-23S-33E</b>	<b>7320</b>
<b>30-025-51522</b>	<b>BOA STATE COM #703H</b>	<b>W2</b> <b>W2</b>	<b>34-22S-33E</b> <b>03-23S-33E</b>	<b>5170</b>

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

General Information  
Phone: (505) 629-6116

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

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

CONDITIONS

Action 403486

**CONDITIONS**

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 403486
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	5/11/2026