



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

June 11, 2025

Dean McClure
Petroleum Specialist
New Mexico Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive Santa Fe, New Mexico 87505
(505) 476-3471

Re: BENT TREE 8 CTB 1
Sec.-T-R: S8, T21S, R27E
County: Eddy Co., New Mexico
Wells: BENT TREE 9-11 STATE COM 224H, 337H, 338H, 625H, 626H

Lease: V0-6780, V0-6789, L0-1648, K-3977, K0-3633, V0-5010
Agreements: Bone Spring CA Pending, Wolfcamp CA Pending
Pool: [3713] AVALON;BONE SPRING, EAST
[70070] ALACRAN HILLS;WOLFCAMP (GAS)

Dear Mr. McClure:

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

The working interest, royalty interest and overriding royalty interest owners are not identical and have been notified via certified mail and public notice.

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) 228-4800.

Sincerely,

A handwritten signature in black ink, appearing to read "Shandee Thomas". The signature is fluid and cursive, with the first name "Shandee" being more prominent than the last name "Thomas".

Shandee Thomas
Regulatory Compliance Professional

Enclosures

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: Bent Tree State Com Wells - Multiple - See Attached **API:** Multiple - See Attached
Pool: AVALON;BONE SPRING, EAST & ALACRAN HILLS;WOLFCAMP (GAS) **Pool Code:** [3713] & [70070]

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

1) TYPE OF APPLICATION: Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

Shandee Thomas

Print or Type Name

Signature

7/1/2025

Date

405-552-7853

Phone Number

shandee.thomas@dvn.com

e-mail 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. _____
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☐ Yes ☒ No SLO application pending

(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: Shandee Thomas TITLE: Regulatory Analyst DATE: 7/1/2025

TYPE OR PRINT NAME Shandee Thomas TELEPHONE NO.: 405-552-7853

E-MAIL ADDRESS: Shandee.Thomas@dvn.com

APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE**Proposal for Bent Tree 8 CTB 1**

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

2291768 -State CA - WC . Leases: V0-6780, V0-6789, L0-1648, K-3977, K0-3633, V0-5010			
Well Name	API	Location	Pool
BENT TREE 9-11 STATE COM 625H	3001555723	P 8-21S-27E, 890 FSL & 264 FEL	[70070] ALACRAN HILLS;WOLFCAMP (GAS)
BENT TREE 9-11 STATE COM 626H	3001555724	P 8-21S-27E, 848 FSL & 343 FEL	[70070] ALACRAN HILLS;WOLFCAMP (GAS)

2291767 -State CA - BS. Leases: V0-6780, V0-6789, L0-1648, K-3977, K0-3633, V0-5010			
Well Name	API	Location	Pool
BENT TREE 9-11 STATE COM 337H	3001555721	P 8-21S-27E, 904 FSL & 238 FEL	[3713] AVALON;BONE SPRING, EAST
BENT TREE 9-11 STATE COM 338H	3001555722	P 8-21S-27E, 876 FSL & 290 FEL	[3713] AVALON;BONE SPRING, EAST

2291769 - State CA - BS. Leases: V0-6780, V0-6789, L0-1648, K-3977, K0-3633			
Well Name	API	Location	Pool
BENT TREE 9-11 STATE COM 224H	3001555720	P 8-21S-27E, 862 FSL & 317 FEL	[3713] AVALON;BONE SPRING, EAST

CA:

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

Bone Spring CA - Bent Tree 9-11 State Com 224H: S2S2 (Sec 9), S2S2 (Sec 10), and S2SW (Sec 11) of Sect(s): 9, 10, and 11 Twp:21S Rng: 27E Eddy County, NM Containing 400.00 acres more or less.

Bone Spring CA - Bent Tree 9-11 State Com 337H and 338H: S2 (Sec 9), S2 (Sec 10), and SW (Sec 11) of Sect(s): 9, 10, and 11 Twp:21S Rng: 27E Eddy County, NM Containing 800.00 acres more or less.

Wolfcamp CA - Bent Tree 9-11 State Com 625H and 626H: S2 (Sec 9), S2 (Sec 10), and SW (Sec 11) of Sect(s): 9, 10, and 11 Twp:21S Rng: 27E Eddy County, NM Containing 800.00 acres more or less.

Oil & Gas metering:

The Bent Tree 8 CTB 1 central tank battery is in SE/4 of S8, T21S, R27E in Eddy 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) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

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

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

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

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

CTB Power Generation will utilize produced or buyback gas for the fuel source on temporary generators. There is an undetermined quantity of temporary generators that will be set for each specific project which will be removed upon availability or installation of line power.

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
BENT TREE 9-11 STATE COM 224H	DVN / *	DVN / *	DVN / *
BENT TREE 9-11 STATE COM 337H	DVN / *	DVN / *	DVN / *
BENT TREE 9-11 STATE COM 338H	DVN / *	DVN / *	DVN / *
BENT TREE 9-11 STATE COM 625H	DVN / *	DVN / *	DVN / *
BENT TREE 9-11 STATE COM 626H	DVN / *	DVN / *	DVN / *
BENT TREE 9-11 STATE COM 224H	DVN / *	DVN / *	DVN / *
Common Meters			

VRU Allocation	DVN / *
Gas FMP	DCP / *
Oil FMP	ENLINK / *

Meter Owner / Serial Number:

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

The total of all oil sales meters will be allocated to each well based on the oil allocation meter located downstream of each well's 3-phase separator. Devon will continue to operate and maintain the Coriolis Meter per applicable regulations, notwithstanding further guidance from the local BLM in regards to proving the Coriolis Meter to meet applicable BLM standards. The total of all gas sales meters will be allocated to each well based on the gas allocation meter located downstream of each well's 3-phase separator and the VRU allocation meter. The VRU allocation meter volumes will be allocated to each well based on the oil allocation meter of each well. The OCD will be notified of any future changes to the facilities.

Process and Flow Descriptions:

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

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the 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 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.

Date: 7/1/2025

Additional information:

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). There will not be a CA created due to having one federal lease.
3. A proposed allocation agreement (including allocation of produced water) that includes:
Information provided on Allocation Methodology Attachment.(100% going to one federal lease)
 - a. An allocation methodology
 - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
 - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:
 - i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2–2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2–2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.
Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.
 - d. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved)
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes: Please see Lease Map

- a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
 - b. The location of all existing or planned facilities
 - c. The location of all wells (including API numbers) that are in the proposed CAA
 - d. Any piping that will be included in the CAA
 - e. The location of all existing or proposed FMPs
5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.
 - i. Completion Report will provide well test.
6. Gas analysis -not required operator is applying for a CAA under 3173.14(a)(1))
7. A statement on whether the location of the FMP is on lease or off lease.
 - a. On lease FMP: Justification for off lease measurement (OLM)
8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations.
 - a. There is not any additional surface disturbance for this location.
9. Any additional documentation that would be required under 3174.15 (f—i) relating to surface use or right of way grant applications
 - a. There are not any additional right of way grant applications for this location.

43 CFR § 3173.23 - Applying for off-lease measurement.
§ 3173.23 Applying for off-lease measurement.

To apply for approval of off-lease measurement, the operator must submit the following to the BLM office having jurisdiction over the leases, units, or communitized areas:

(a) A completed Sundry Notice;

(b) Justification for off-lease measurement (considering factors such as BMPs, topographic and environmental issues, and maximum ultimate economic recovery);

Devon believes the addition of the production pad will create a safer work environment on the well pads and it will improve the interim reclamation.

(c) A topographic map or maps of appropriate scale showing the following:

(1) The boundary of the lease, unit, unit PA, or communitized area from which the production originates; and

(2) The location of existing or planned facilities and the relative location of all wellheads (including the API number for each well) and piping included in the off-lease measurement proposal, and existing FMPs or FMPs proposed to be installed to the extent known or anticipated;

(d) The surface ownership of all land on which equipment is, or is proposed to be, located;

Please see lease map attachment.

(e) If any of the proposed off-lease measurement facilities are located on non-federally owned surface, a written concurrence signed by the owner(s) of the surface and the owner(s) of the measurement facilities, including each owner's name, address, and telephone number, granting the BLM unrestricted access to the off-lease measurement facility and the surface on which it is located, for the purpose of inspecting any production, measurement, water handling, or transportation equipment located on the non-Federal surface up to and including the FMP, and for otherwise verifying production accountability. If the ownership of the non-Federal surface or of the measurement facility changes, the operator must obtain and provide to the AO the written concurrence required under this paragraph from the new owner(s) within 30 days of the change in ownership;

off-lease measurement facilities are located on federally owned surface

(f) A right-of-way grant application (Standard Form 299), filed under 43 CFR part 2880, if the proposed off-lease FMP is on a pipeline, or under 43 CFR part 2800, if the proposed off-lease FMP is a meter or storage tank. This requirement applies only when new surface disturbance is proposed for the FMP and its associated facilities are located on BLM-managed land;

There is not any additional surface disturbance for this location.

(g) A right-of-way grant application, filed under 25 CFR part 169 with the appropriate BIA office, if any of the proposed surface facilities are on Indian land outside the lease, unit, or communitized area from which the production originated;

There are not any additional right of way grant applications for this location.

(h) Written approval from the appropriate surface-management agency, if new surface disturbance is proposed for the FMP and its associated facilities are located on Federal land managed by an agency other than the BLM;

n/a

(i) An application for approval of off-lease royalty-free use (if required under applicable rules), if the operator proposes to use production from the lease, unit, or CA as fuel at the off-lease measurement facility without payment of royalty;

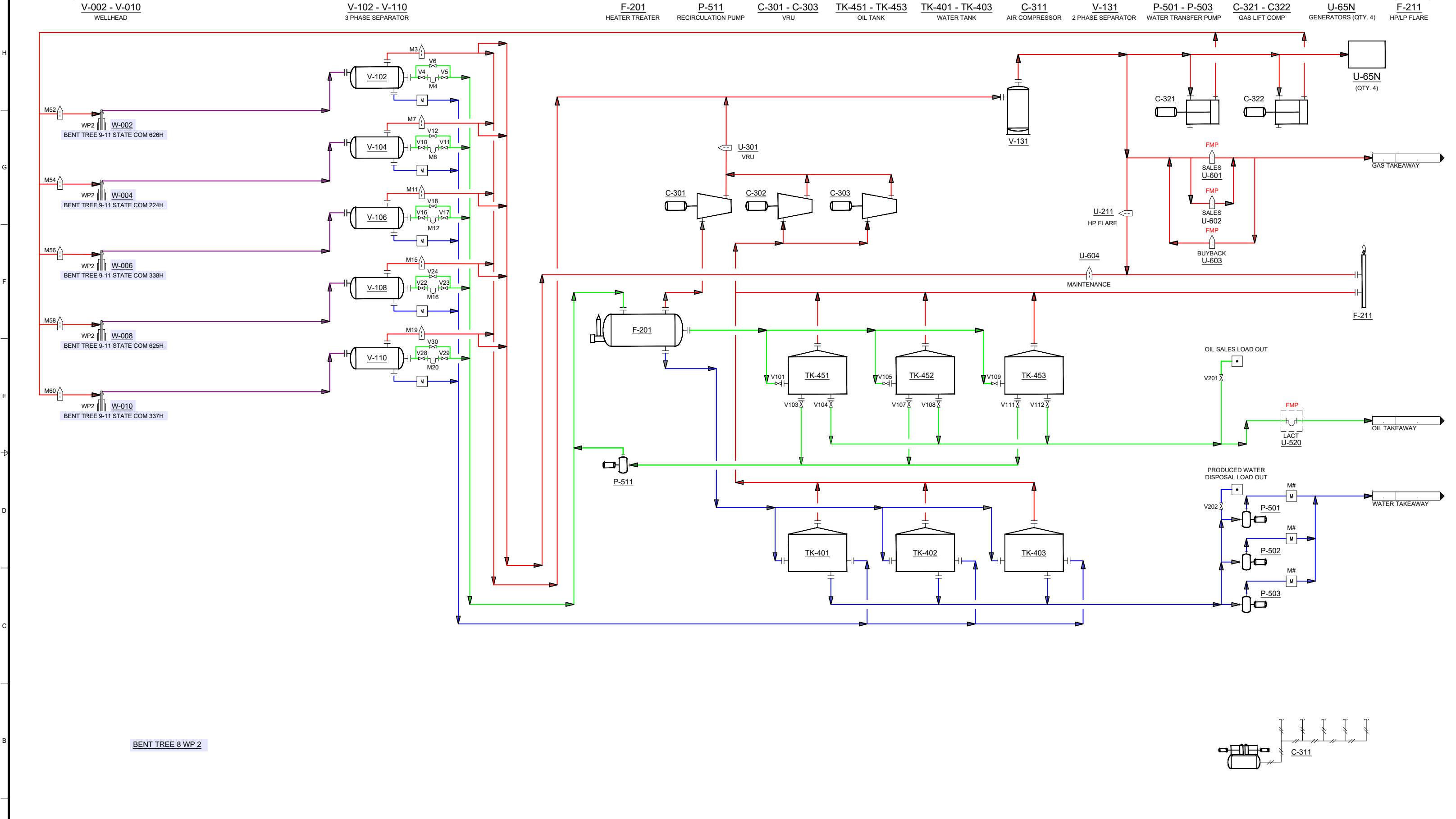
Not requesting royalty-free use at this time.

(j) A statement that indicates whether the proposal includes all, or only a portion of, the production from the lease, unit, or CA. (For example, gas, but not oil, could be proposed for off-lease measurement.) If the proposal includes only a portion of the production, identify the FMP(s) where the remainder of the production from the lease, unit, or CA is measured or is proposed to be measured; and

Proposal includes all the production from the lease, unit, or CA.

(k) If the operator is applying for an amendment of an existing approval of off-lease measurement, the operator must submit a completed Sundry Notice required under paragraph (a) of this section, and information required under paragraphs (b) through (j) of this section to the extent the information previously submitted has changed.

Not an amendemnt, original request for OLM was submitted:



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
A	INITIAL RELEASE	--/--/--	KR	PM

DRAWN BY:	DATE:
KR	03/30/26
ENGINEERED BY:	DATE:
PM	03/23/26
WBS PROJECT No.:	

DRAWING No.:	
120-01-SFD.dwg	

CLOSED PRODUCTION SYSTEM Eddy County, NM	
SECTION: SWSE, 8, T21S, R27E	API #: 3001555722
NMNM: NMNM	
GPS LATITUDE / LONGITUDE COORDINATES 32.490633° , -104.208084°	

CONFIDENTIAL

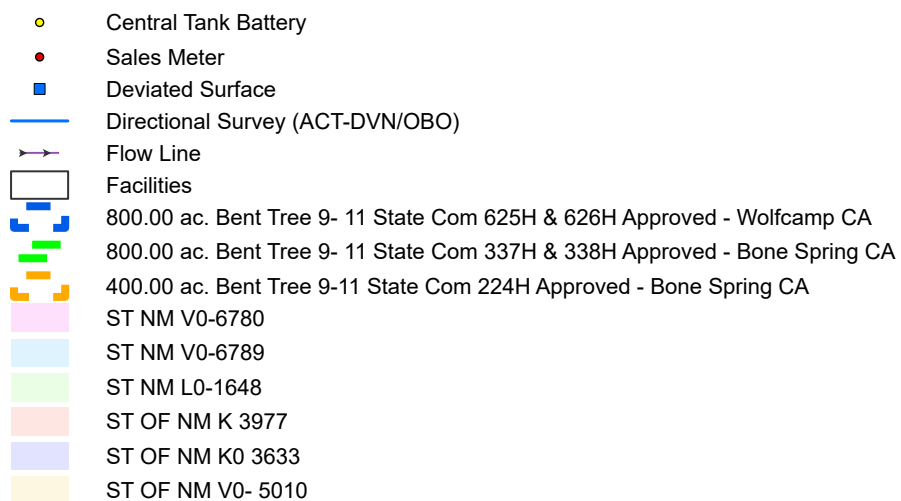
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.

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

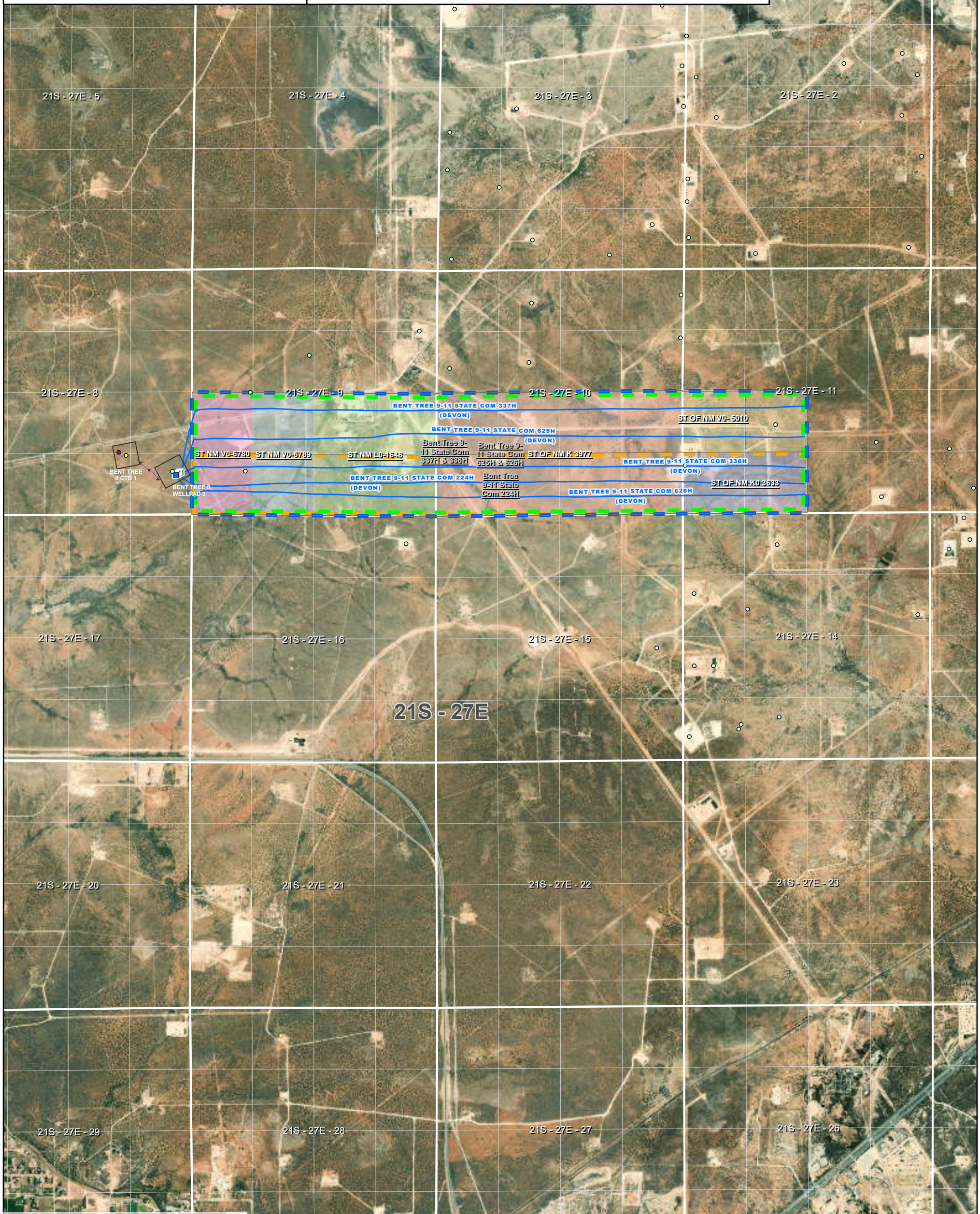
DBBU - SPINE DESIGN - "REV 3.5"
SITE FACILITY DIAGRAM
BENT TREE 8 CTB 1

FILE NAME
120-01-SFD

DWG REV



1:24,000



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.

Economic Justification Report
Bent Tree 8 CTB 1

Well Name & Number	Type	State/Fed Lease 1	Royalty Rate	State/Fed Lease 2 (if applicable)	Royalty Rate	State/Fed Lease 3 (if applicable)	Royalty Rate	State/Fed Lease 4 (if applicable)	Royalty Rate	State/Fed Lease 5 (if applicable)	Royalty Rate	State/Fed Lease 6 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
BENT TREE 9-11 STATE COM 625H	Sweet	V0-6780		V0-6789		L0-1648		K-3977		K0-3633		V0-5010		1600	47.1	4000	1280
BENT TREE 9-11 STATE COM 626H	Sweet	V0-6780		V0-6789		L0-1648		K-3977		K0-3633		V0-5010		1600	47.1	4000	1280
BENT TREE 9-11 STATE COM 224H	Sweet	V0-6780		V0-6789		L0-1648		K-3977		K0-3633		--		1431	47.1	2862	1155
BENT TREE 9-11 STATE COM 337H	Sweet	V0-6780		V0-6789		L0-1648		K-3977		K0-3633		V0-5010		1388	45.7	3054	1302
BENT TREE 9-11 STATE COM 338H	Sweet	V0-6780		V0-6789		L0-1648		K-3977		K0-3633		V0-5010		1388	45.7	3054	1302

Signed: Shandee Thomas Date: 6/4/2025

Printed Name: Shandee Thomas Title: Regulatory Compliance Specialist

Economic Combined Production			
BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
7407.0	46.6	16970.0	1266.8

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

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

**STATE/STATE OR
STATE/FEE**
Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 55720

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1 [day] of January [month], 2025, 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 Bone Spring 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

1

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:

Subdivisions: S2S2 (Sec 9), S2S2 (Sec 10), and S2SW (Sec 11)

Of Sect(s): 9, 10, 11 Twp: 21S Rng: 27E NMPM Eddy County, NM

Containing 400.00 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.

4. Devon Energy Production Co, LP shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Devon Energy Prod CO., 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

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.

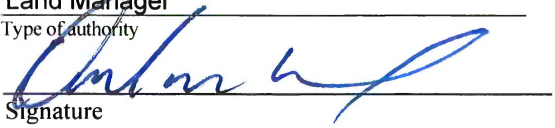
13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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.

18. 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 written and have set opposite their respective names the date of execution.

Operator	<u>Devon Energy Production Company, LP</u>	Lessees of Record	<u>Mewbourne Oil Company</u>
By	<u>David M. Korell</u>		<u>Oxy USA WTP Limited Partnership</u>
	Print name of person		
	<u>Land Manager</u>		<u>Black Stone Energy Company LLC</u>
	Type of authority		
			
	Signature		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of OKLAHOMA _____)

County of OKLAHOMA _____) SS)

This instrument was acknowledged before me on 12/19/24 _____

DATE

By David M. Korell _____

Name(s) of Person(s)

as Land Manager of Devon Energy Production Company, LP

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)



Lorre A. Youngblood
Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: ST of NM K0-3633 & ST of NM V0-5010
Devon Energy Production Company, L.P. BY:

David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)

SS)

County of OKLAHOMA)

This instrument was acknowledged before me on

Date: 12/19/24 By: .

David M. Korell, Land Manager of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



 (Signature of Notarial Officer)

My commission expires: _____

Lease # and Lessee of Record: ST of NM K-3977 W.R.H. Inc. BY:William R. Hansen, President (Name and Title of Authorized Agent) (Signature of Authorized Agent)**Acknowledgment in an Individual Capacity**

State of)

SS)

County of)

This instrument was acknowledged before me on

DateBy

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of New Mexico)

SS)

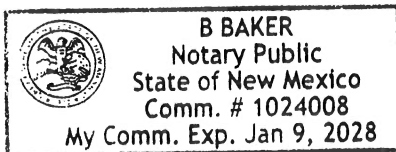
County of Chaves)This instrument was acknowledged before me on February 19, 2025 Date: 2/19/25 By: .William R. Hansen, President of WRH, Inc.

Name(s) of Person(s)

(Seal)



Signature of Notarial Officer

My commission expires: January 9, 2028

Lease # and Lessee of Record: ST of NM L0-1648 Oxy USA WTP Limited Partnership BY:

James Laning and Attorney-in-Fact (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
 County of Harris)

This instrument was acknowledged before me on February 5, 2025 Date: _____ By: _____

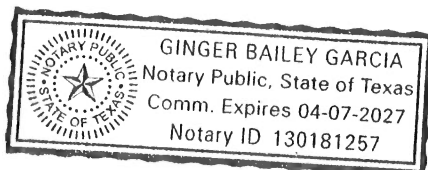
James Laning, Attorney-in-Fact of Oxy USA WTP Limited Partnership, a
Delaware limited partnership,

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: 4/7/2027



Lease # and Lessee of Record: ST of NM L0-1648 Black Stone Energy Company LLC **BY:**
Will DeMontel, Director, Land **(Name and Title of Authorized Agent)**

 **(Signature of Authorized Agent)**
 TH

Acknowledgment in an Individual Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on _____ Date By
 Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

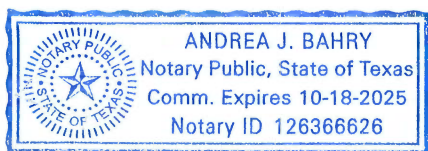
State of Texas)
) SS)
 County of Harris)

This instrument was acknowledged before me on _____ Date: 2/25/25 By: .
Will DeMontel, Director, Land, of Black Stone Energy Company LLC
 Name(s) of Person(s)

(Seal)


 Signature of Notarial Officer

My commission expires: 10/18/2025



Lease # and Lessee of Record: ST of NM V0-6780 & ST of NM V0-6789 Mewbourne Oil Company **BY:**
Corey Mitchell, Attorney-in-Fact (Name and Title of Authorized Agent)

Corey Mitchell (Signature of Authorized Agent)
 CC

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____
 Name(s) of Person(s)

Date By _____

(Seal)

 Signature of Notarial Officer

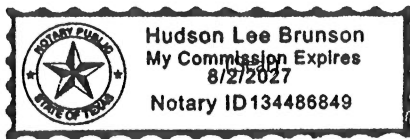
My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____
Corey Mitchell, Attorney-in-Fact for Mewbourne Oil Company
 Name(s) of Person(s)

Date: 2/24/25 By: _____



Hudson Lee Brunson
 Signature of Notarial Officer

My commission expires: 8/2/2027

Plat of communitized area covering 400.00 acres in S/2S/2 of Section 9, S/2S/2 of Section 10, and S/2SW/4 of Section 11, Township 21 South, Range 27 East, N.M.P.M., Eddy County, New Mexico



			9
			10
			11

Released to Imaging: 7/8/2026 10:31:16 AM

Well Name/No.

Bent Tree 9-11 State Com 224H

SHL: 812' FSL & 528' FEL, 8-21S-27E

BHL: 660' FSL & 2646' FWL, 11-21S-27E

Bent Tree 9-11 State Com 224H

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the S/2S/2 of Section 9, S/2S/2 of Section 10, and S/2SW/4 of Section 11, Township 21 South, Range 27 East, N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial Number: ST NM V0-6780

Date of Lease: January 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: SW/4SW/4

Number of Acres: 40.00

Current Lessee of Record: Mewborune Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Tract No. 2

Lease Serial Number: ST NM V0-6789

Date of Lease: February 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: SE/4SW/4

Number of Acres: 40.00

Current Lessee of Record: Mewbourne Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Bent Tree 9-11 State Com 224H

Tract No. 3

Lease Serial Number: ST NM L0-1648

Date of Lease: November 19, 1968

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: S/2SE/4

Number of Acres: 80.00

Current Lessee of Record: Oxy USA WTP Limited Partnership - 50%
Black Stone Energy Company LLC - 50%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Westall Oil & Gas LLC

Tract No. 4

Lease Serial Number: ST NM K-3977

Date of Lease: March 17, 1964

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 10: S/2S/2

Number of Acres: 160.00

Current Lessee of Record: MRC Delaware Resources LLC – 50%
W.R.H. Inc. – 50%

Name of Working Interest Owner: Devon Energy Production Company L.P.
TR Oil Corporation
Explorers Petroleum Corporation
Rorkes Drift LLC
Prime Rock Resources AgentCo, Inc, as nominee for the benefit
of Prime Rock Resources, LLC
Jalapeno Corporation
Jack O. McCall
Aeron A. Yates Children's Trust
Charles Cline Moore
Aeron A. Yates
Agnes Cluthe Oliver Foundation Trust

Bent Tree 9-11 State Com 224H

Robert A. Oliver Trust, u/w William B. Oliver
Brian D. Woehler Trust, u/w William B. Oliver
Judith C. Devine Trust, u/w William B. Oliver

Tract No. 5

Lease Serial Number: ST NM K0-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 11: S/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P. – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Chi Energy Inc.
Locker Brothers, a Texas Partnership composed solely of Eric S.
Locker and Ross K. Locker
Memo Interests L.P.
HJJW Interests L.P.
David Essex Trust for Elliott Carter Essex
David Essex Trust for Pierce Dean Essex
Hayes Revocable Trust
Jami Huber Owen
EOG Resources
Agnes Cluthe Oliver Foundation Trust
Frances B. Bunn Revocable Trust
Dr. Issac A. Kawasaki
Frederick Van Vranken Jr.
E.G. Holden Testamentary Trust
Betsy H. Keller
Robert A. Oliver Trust, u/w William B. Oliver
Brian D. Woehler Trust, u/w William B. Oliver
Judith C. Devine Trust, u/w William B. Oliver

Bent Tree 9-11 State Com 224H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	40.00	10%
2	40.00	10%
3	80.00	20%
4	160.00	40%
5	80.00	20%
Total	400.00	100%

Bent Tree 9-11 State Com 224H

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July, 2024	
		Submittal Type:	☐ Initial Submittal
			☐ Amended Report
		☒ As Drilled	

WELL LOCATION INFORMATION

API Number 30-015-55720	Pool Code 3713	Pool Name AVALON;BONE SPRING, EAST
Property Code 329795	Property Name BENT TREE 9-11 STATE COM	Well Number 224H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Ground Level Elevation 3249.7'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
P	8	21-S	27-E		862' S	317' E	32.489846	104.204459	EDDY

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
N	11	21-S	27-E		613' S	2631' W	32.489209	104.160575	EDDY

Dedicated Acres 400	Infill or Defining Well DEFINING	Defining Well API N/A	Overlapping Spacing Unit (Y/N) YES	Consolidation Code C
Order Numbers R-23414			Well setbacks are under Common Ownership: ☐ Yes ☒ No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		633' S	75' W	32.489218	104.203191	EDDY

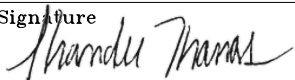
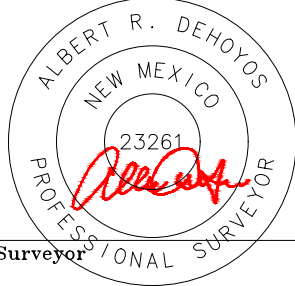
First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		660' S	100' W	32.489291	104.203108	EDDY

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
N	11	21-S	27-E		660' S	2566' W	32.489336	104.160786	EDDY

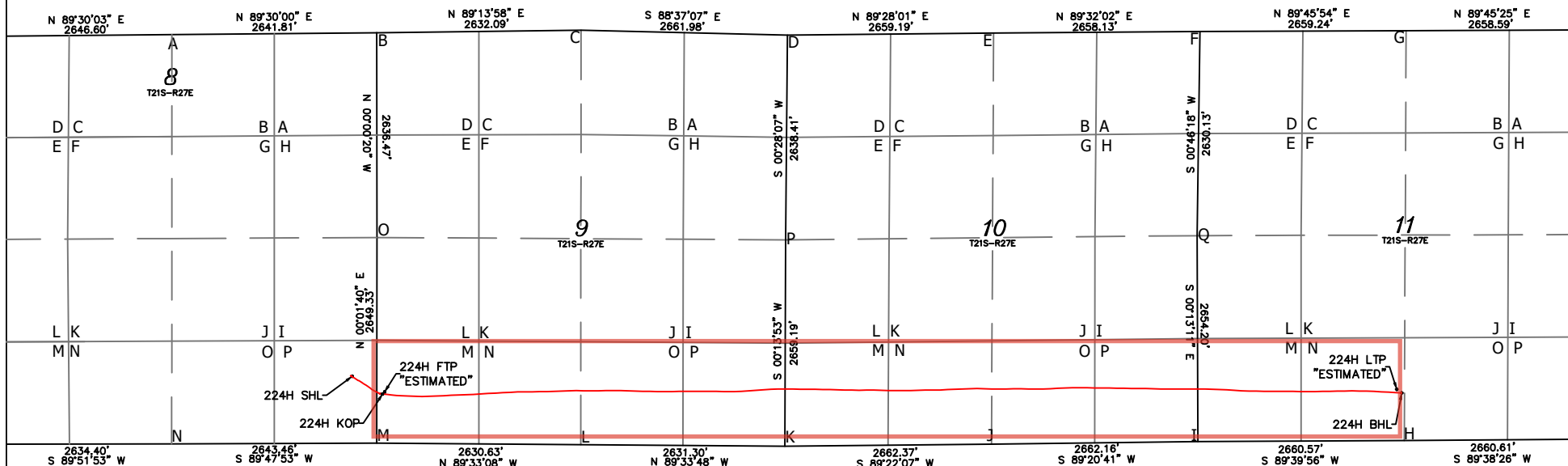
Spacing Unit Type		Horizontal	Vertical	Ground Floor Elevation: N/A
HORIZONTAL				

OPERATOR CERTIFICATIONS I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.		SURVEYOR CERTIFICATIONS I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under supervision, and that the same is true and correct to the best of my belief.	
Signature 		Signature and Seal of Professional Surveyor 	
Date 4/16/25			
Printed Name SHANDEE THOMAS		Certificate Number 23261	
Email Address SHANDEE.THOMAS@DVN.COM		Date of Survey 04/2025	

ACREAGE DEDICATION PLATS

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



A=	N:546362.89	E:578748.97
B=	N:546385.95	E:581390.68
C=	N:546421.19	E:584022.53
D=	N:546357.03	E:586683.74
E=	N:546381.76	E:589342.82
F=	N:546403.39	E:592000.86
G=	N:546414.30	E:594660.07
H=	N:541134.84	E:594636.14
I=	N:541119.31	E:591975.61
J=	N:541088.86	E:589313.63
K=	N:541059.53	E:586651.42
L=	N:541079.59	E:584020.20
M=	N:541100.14	E:581369.65
N=	N:541090.83	E:578746.21
O=	N:543749.48	E:581390.93
P=	N:543718.70	E:586662.16
Q=	N:543773.50	E:591965.44

SURFACE HOLE LOCATION GEODETIC COORDINATES NAD 83 NINSP EAST SURFACE LOCATION 862' FSL 317' FEL SECTION 8 EL:3249.7' N:541960.93/E:581073.24 LAT:32.489846/LON:104.204459	KICK OFF POINT 633' FSL 75' FWL SECTION 9 N:541732.97/E:581464.49 LAT:32.489218/LON:104.203191	FIRST TAKE POINT "ESTIMATED" 660' FSL 100' FWL SECTION 9 N:541759.38/E:581489.97 LAT:32.489291/LON:104.203108	LAST TAKE POINT "ESTIMATED" 660' FSL 2566' FWL SECTION 11 N:541794.27/E:594539.13 LAT:32.489336/LON:104.160786	BOTTOM HOLE LOCATION 613' FSL 2631' FWL SECTION 11 N:541748.16/E:594604.35 LAT:32.489209/LON:104.160575
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**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 55722

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1 [day] of January [month], 2025, 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 Bone Spring 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

1

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:

Subdivisions: S2 (Sec 9), S2 (Sec 10), and SW (Sec 11)

Of Sect(s): 9, 10, 11 Twp: 21S Rng: 27E NMPM Eddy County, NM

Containing 800.00 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.

4. Devon Energy Production Co, 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 Prod Co., 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

3

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.

18. 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 written and have set opposite their respective names the date of execution.

Operator Devon Energy Production Company, LP

Lessees of Record Mewbourne Oil Company

By David M. Korell

Print name of person

Land Manager

Type of authority

Signature

Oxy USA WTP Limited Partnership

Black Stone Energy Company LLC

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Oklahoma _____)

County of Oklahoma _____) SS)

This instrument was acknowledged before me on February 24, 2025

DATE

By David M. Korell _____

Name(s) of Person(s)

as Land Manager of Devon Energy Production Co, LP

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)



Cynthia Sheldon

Signature of Notarial Officer

My commission expires: 11.25.2025

Lease # and Lessee of Record: ST of NM K0-3633 & ST of NM V0-5010
Devon Energy Production Company, L.P. BY:

David M. Korell, Land Manager (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent) *gm*

Acknowledgment in an Individual Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
) SS)
 County of OKLAHOMA)

This instrument was acknowledged before me on

Date: 2.26.2025 By:

David M. Korell, Land Manager of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



Cynthia Sheldon (Signature of Notarial Officer)

My commission expires: 11.25.2025

Lease # and Lessee of Record: ST of NM K-3977 W.R.H. Inc. BY:
William R. Hansen, President (Name and Title of Authorized Agent)

William R Hansen Pres. (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)
) SS)
 County of)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of New Mexico)
) SS)
 County of Chaves)

This instrument was acknowledged before me on February 19, 2025

Date: 2/19/25 By: .

William R. Hansen, President of WRH, Inc.

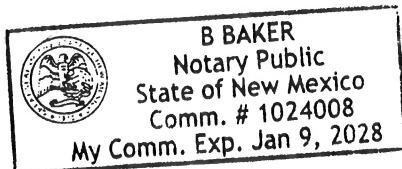
Name(s) of Person(s)

(Seal)

B Baker

Signature of Notarial Officer

My commission expires: January 9, 2028



Lease # and Lessee of Record: ST of NM L0-1648 Oxy USA WTP Limited Partnership BY:

James Laning and Attorney-in-Fact (Name and Title of Authorized Agent)JLV (Signature of Authorized Agent)**Acknowledgment in an Individual Capacity**

State of)

SS)

County of)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of Texas)

SS)

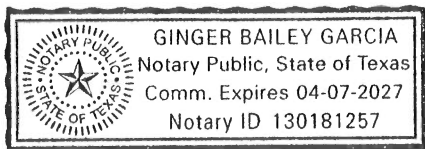
County of Harris)This instrument was acknowledged before me on February 5, 2025 Date: _____ By: James Laning,
Attorney-in-Fact of Oxy USA WTP Limited Partnership, a Delaware

Name(s) of Person(s)

Limited partnership.

(Seal)

Signature of Notarial Officer

My commission expires: 4/7/2027

Lease # and Lessee of Record: ST of NM L0-1648 Black Stone Energy Company LLC **BY:**
Will DeMontel, Director, Land **(Name and Title of Authorized Agent)**

 **(Signature of Authorized Agent)**
TH

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____ DateBy
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)
SS)

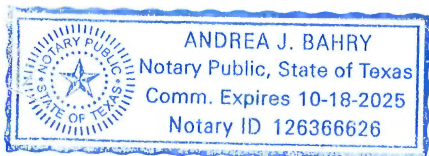
This instrument was acknowledged before me on _____ Date: 2/25/25 By: .
Will DeMontel, Director, Land, of Black Stone Energy Company LLC
Name(s) of Person(s)

(Seal)



Signature of Notarial Officer

My commission expires: 10/18/2025



Lease # and Lessee of Record: ST of NM V0-6780 & ST of NM V0-6789 Mewbourne Oil Company BY:
Corey Mitchell, Attorney-in-Fact (Name and Title of Authorized Agent)

Corey Mitchell (Signature of Authorized Agent)
CC

Acknowledgment in an Individual Capacity

State of)
County of)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

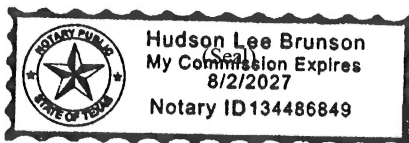
State of Texas)
County of Midland)

This instrument was acknowledged before me on

Date: 2/24/25 By: .

Corey Mitchell, Attorney-in-Fact for Mewbourne Oil Company

Name(s) of Person(s)



Hudson Lee Brunson

Signature of Notarial Officer

My commission expires: 8/2/2027

Plat of communitized area covering 800.00 acres in the S/2 of Section 9, S/2 of Section 10, & SW/4 of Section 11, T-21-S, R-27-E, Eddy County, N.M.P.M., New Mexico, Bone Spring Formation.



			9
			10
			11

Released to Imaging: 7/8/2026 10:31:16 AM

Well Name/No.

Bent Tree 9-11 State Com 337H

SHL: 891' FSL & 570' FEL, 8-21S-27E

BHL: 2310' FSL & 2665' FWL, 11-21S-27E

Bent Tree 9-11 State Com 338H

SHL: 838' FSL & 542' FEL, 8-21S-27E

BHL: 1000' FSL & 2649' FWL, 11-21S-27E

Bent Tree 9-11 State Com 337H & 338H

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the S/2 of Section 9, S/2 of Section 10, & SW/4 of Section 11, T-21-S, R-27-E, Eddy County, N.M.P.M., New Mexico, Bone Spring Formation.

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

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

Lease Serial Number: ST NM V0-6780

Date of Lease: January 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: W/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Mewborune Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Tract No. 2

Lease Serial Number: ST NM V0-6789

Date of Lease: February 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: E/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Mewbourne Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Bent Tree 9-11 State Com 337H & 338H

Tract No. 3

Lease Serial Number: ST NM L0-1648

Date of Lease: November 19, 1968

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: SE/4

Number of Acres: 160.00

Current Lessee of Record: Oxy USA WTP Limited Partnership - 50%
Black Stone Energy Company LLC - 50%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Westall Oil & Gas LLC

Tract No. 4

Lease Serial Number: ST NM K-3977

Date of Lease: March 17, 1964

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 10: S/2

Number of Acres: 320.00

Current Lessee of Record: MRC Delaware Resources LLC – 50%
W.R.H. Inc. – 50%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
TR Oil Corporation
Explorers Petroleum Corporation
Rorkes Drift LLC
Prime Rock Resources AgentCo, Inc, as nominee for the benefit
of Prime Rock Resources, LLC
Jalapeno Corporation
Jack O. McCall
Aeron A. Yates Children's Trust
Charles Cline Moore
Aeron A. Yates

Bent Tree 9-11 State Com 337H & 338H

Agnes Cluthe Oliver Foundation Trust
 Robert A. Oliver Trust, u/w William B. Oliver
 Brian D. Woehler Trust, u/w William B. Oliver
 Judith C. Devine Trust, u/w William B. Oliver

Tract No. 5

Lease Serial Number: ST NM K0-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
 Insofar and only insofar as said lease covers:
 Section 11: S/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P. – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
 Chi Energy Inc.
 Locker Brothers, a Texas Partnership composed solely of Eric S.
 Locker and Ross K. Locker
 Memo Interests L.P.
 HJJW Interests L.P.
 David Essex Trust for Elliott Carter Essex
 David Essex Trust for Pierce Dean Essex
 Hayes Revocable Trust
 Jami Huber Owen
 EOG Resources
 Agnes Cluth Oliver Foundation Trust
 Frances B. Bunn Revocable Trust
 Dr. Issac A. Kawasaki
 Frederick Van Vranken Jr.
 E.G. Holden Testamentary Trust
 Betsy H. Keller
 Robert A. Oliver Trust, u/w William B. Oliver
 Brian D. Woehler Trust, u/w William B. Oliver
 Judith C. Devine Trust, u/w William B. Oliver

Bent Tree 9-11 State Com 337H & 338H

Tract No. 6

Lease Serial Number: ST NM V0-5010

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 11: N/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P. – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Chi Energy Inc.
Locker Brothers, a Texas Partnership composed solely of Eric S.
Locker and Ross K. Locker
Memo Interests L.P.
HJJW Interests L.P.
David Essex Trust for Elliott Carter Essex
David Essex Trust for Pierce Dean Essex
Hayes Revocable Trust
Jami Huber Owen
EOG Resources
Agnes Cluth Oliver Foundation Trust
Frances B. Bunn Revocable Trust
Dr. Issac A. Kawasaki
Frederick Van Vranken Jr.
E.G. Holden Testamentary Trust
Betsy H. Keller
Robert A. Oliver Trust, u/w William B. Oliver
Brian D. Woehler Trust, u/w William B. Oliver
Judith C. Devine Trust, u/w William B. Oliver

Bent Tree 9-11 State Com 337H & 338H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	10%
2	80.00	10%
3	160.00	20%
4	320.00	40%
5	80.00	10%
6	80.00	10%
Total	800.00	100%

Bent Tree 9-11 State Com 337H & 338H

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July, 2024	
		Submittal Type:	☐ Initial Submittal
			☐ Amended Report
		☒ As Drilled	

WELL LOCATION INFORMATION

API Number 30-015-55721	Pool Code 3713	Pool Name AVALON;BONE SPRING, EAST
Property Code 329795	Property Name BENT TREE 9-11 STATE COM	Well Number 337H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Ground Level Elevation 3247.9'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
P	8	21-S	27-E		904' S	238' E	32.489963	104.204201	EDDY

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
K	11	21-S	27-E		2292' S	2648' W	32.493823	104.160531	EDDY

Dedicated Acres 800	Infill or Defining Well INFILL	Defining Well API 30-015-55722	Overlapping Spacing Unit (Y/N) YES	Consolidation Code C
Order Numbers R-23415			Well setbacks are under Common Ownership: ☐ Yes ☒ No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	9	21-S	27-E		2245' S	105' W	32.493647	104.203083	EDDY

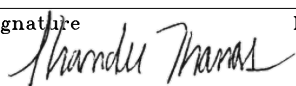
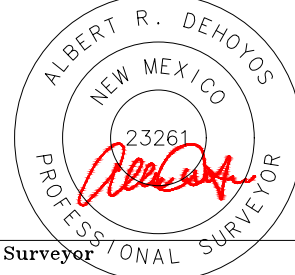
First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	9	21-S	27-E		2310' S	100' W	32.493827	104.203099	EDDY

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
K	11	21-S	27-E		2310' S	2580' W	32.493872	104.160753	EDDY

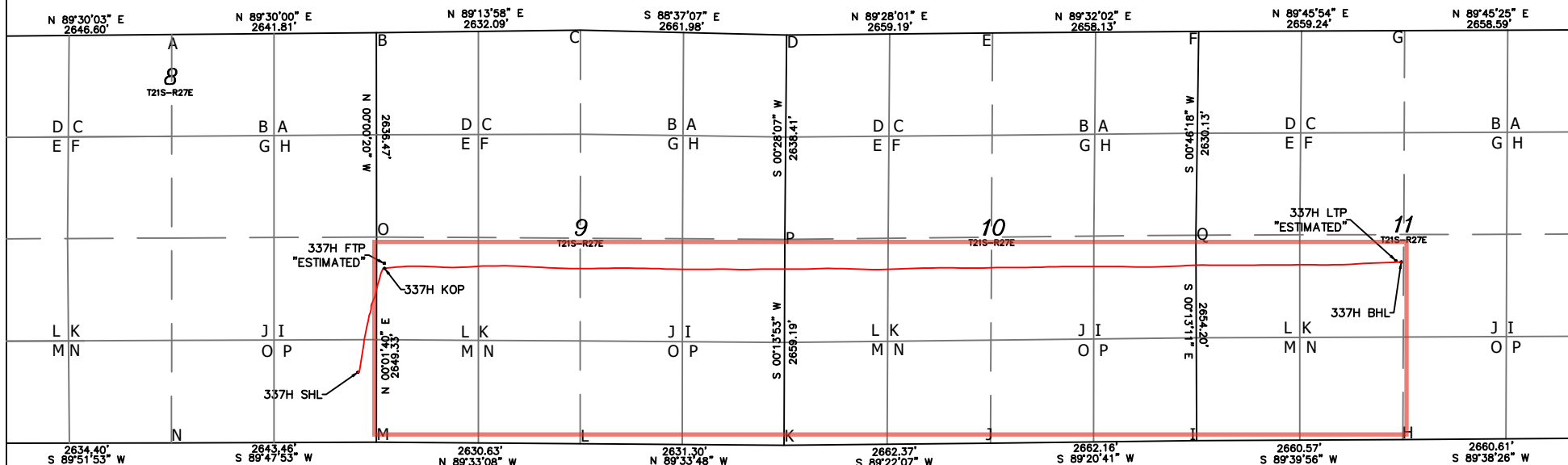
Spacing Unit Type		Horizontal	Vertical	Ground Floor Elevation: N/A
		HORIZONTAL		

OPERATOR CERTIFICATIONS I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.		SURVEYOR CERTIFICATIONS I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under supervision, and that the same is true and correct to the best of my belief.	
Signature  Date 4/16/25		Signature and Seal of Professional Surveyor 	
Printed Name SHANDEE THOMAS		Certificate Number 23261	
Email Address SHANDEE.THOMAS@DVN.COM		Date of Survey 04/2025	

ACREAGE DEDICATION PLATS

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



A=	N:546362.89	E:578748.97
B=	N:546385.95	E:581390.68
C=	N:546421.19	E:584022.53
D=	N:546357.03	E:586683.74
E=	N:546381.76	E:589342.82
F=	N:546403.39	E:592000.86
G=	N:546414.30	E:594660.07
H=	N:541134.84	E:594636.14
I=	N:541119.31	E:591975.61
J=	N:541088.86	E:589313.63
K=	N:541059.53	E:586651.42
L=	N:541079.59	E:584020.20
M=	N:541100.14	E:581369.65
N=	N:541090.83	E:578748.21
O=	N:543749.48	E:581390.93
P=	N:543718.70	E:586662.16
Q=	N:543773.50	E:591965.44

SURFACE HOLE LOCATION GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION 904' FSL 238' FEL SECTION 8 EL:3247.9' N:542003.47/E:581152.55 LAT:32.489963/LON:104.204201	KICK OFF POINT 2245' FSL 105' FWL SECTION 9 N:543343.99/E:581495.71 LAT:32.493647/LON:104.203083	FIRST TAKE POINT "ESTIMATED" 2310' FSL 100' FWL SECTION 9 N:543409.42/E:581490.77 LAT:32.493827/LON:104.203099	LAST TAKE POINT "ESTIMATED" 2310' FSL 2580' FWL SECTION 11 N:543444.36/E:594546.61 LAT:32.493872/LON:104.160753	BOTTOM HOLE LOCATION 2292' FSL 2648' FWL SECTION 11 N:543426.70/E:594614.97 LAT:32.493823/LON:104.160531
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C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July, 2024	
			Submittal Type:	☒ Initial Submittal
				☐ Amended Report
		☐ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-55722	Pool Code 3713	Pool Name AVALON;BONE SPRING, EAST
Property Code 329795	Property Name BENT TREE 9-11 STATE COM	Well Number 338H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Ground Level Elevation 3252.1'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
P	8	21-S	27-E		876' S	290' E	32.489885	104.204373	EDDY

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
K	11	21-S	27-E		965' S	2642' W	32.490175	104.160542	EDDY

Dedicated Acres 800	Infill or Defining Well DEFINING	Defining Well API N/A	Overlapping Spacing Unit (Y/N) YES	Consolidation Code C
Order Numbers R-23415			Well setbacks are under Common Ownership: ☐ Yes ☒ No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		1022' S	78' W	32.490288	104.203177	EDDY

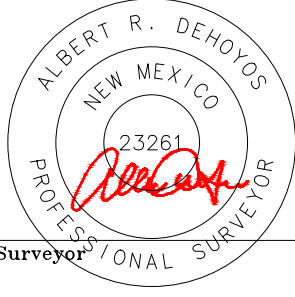
First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		1000' S	100' W	32.490226	104.203106	EDDY

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
N	11	21-S	27-E		1000' S	2569' W	32.490271	104.160779	EDDY

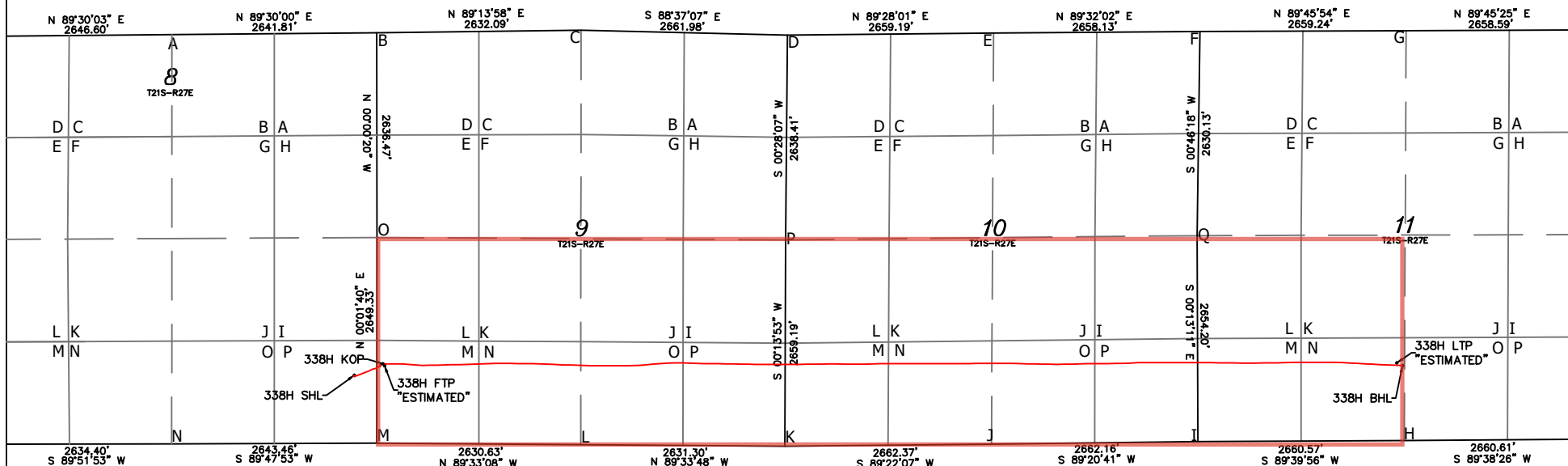
Spacing Unit Type		Horizontal	Vertical	Ground Floor Elevation: N/A
		HORIZONTAL		

OPERATOR CERTIFICATIONS I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.		SURVEYOR CERTIFICATIONS I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under supervision, and that the same is true and correct to the best of my belief.	
Signature 		Signature and Seal of Professional Surveyor 	
Date 4/16/25			
Printed Name SHANDEE THOMAS		Certificate Number 23261	
Email Address SHANDEE.THOMAS@DVN.COM		Date of Survey 04/2025	

ACREAGE DEDICATION PLATS

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



A= N:546362.89 E:578748.97
 B= N:546385.95 E:581390.68
 C= N:546421.19 E:584022.53
 D= N:546357.03 E:586683.74
 E= N:546381.76 E:589342.82
 F= N:546403.39 E:592000.86
 G= N:546414.30 E:594660.07
 H= N:541134.84 E:594636.14
 I= N:541119.31 E:591975.61
 J= N:541088.86 E:589313.63
 K= N:541059.53 E:586651.42
 L= N:541079.59 E:584020.20
 M= N:541100.14 E:581369.65
 N= N:541090.83 E:578748.21
 O= N:543749.48 E:581390.93
 P= N:543718.70 E:586662.16
 Q= N:543773.50 E:591965.44

SURFACE HOLE LOCATION GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION 876' FSL 290' FWL SECTION 8 EL:3249.0' N:541975.11/E:581099.67 LAT:32.489885/LON:104.204373	KICK OFF POINT 1022' FSL 78' FWL SECTION 9 N:542122.05/E:581468.14 LAT:32.490288/LON:104.203177	FIRST TAKE POINT "ESTIMATED" 1000' FSL 100' FWL SECTION 9 N:542099.39/E:581490.13 LAT:32.490226/LON:104.203106	LAST TAKE POINT "ESTIMATED" 1000' FSL 2569' FWL SECTION 11 N:542134.30/E:594540.67 LAT:32.490271/LON:104.160779	BOTTOM HOLE LOCATION 965' FSL 2642' FWL SECTION 11 N:542099.63/E:594613.93 LAT:32.490175/LON:104.160542
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**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**

Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 55723

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1 [day] of January [month], 2025, 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

1

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:

Subdivisions: S2 (Sec 9), S2 (Sec 10), and SW (Sec 11)

Of Sect(s): 9, 10, 11 Twp: 21S Rng: 27E NMPM Eddy County, NM

Containing 800.00 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.

4. Devon Energy Production Co, 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 Prod Co., 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

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.

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Oklahoma _____)

County of Oklahoma _____) SS)

This instrument was acknowledged before me on February 26, 2025

DATE

By David M. Korell _____

Name(s) of Person(s)

as Land Manager of Devon Energy Production Co, LP

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)



Cynthia Sheldon

Signature of Notarial Officer

My commission expires: 11.25.2025

Lease # and Lessee of Record: ST of NM K0-3633 & ST of NM V0-5010
Devon Energy Production Company, L.P. BY:

David M. Korell, Land Manager (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent) *gm*

Acknowledgment in an Individual Capacity

State of _____)
 _____ SS)
 County of _____)

This instrument was acknowledged before me on _____

Date By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 _____ SS)
 County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date: 2.26.2025 By: _____

David M. Korell, Land Manager of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



Cynthia Sheldon (Signature of Notarial Officer)

My commission expires: 11.25.2026

Lease # and Lessee of Record: ST of NM K-3977 W.R.H. Inc. BY:
William R. Hansen, President (Name and Title of Authorized Agent)

William R. Hansen Pres. (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 _____ SS)
 County of _____)

This instrument was acknowledged before me on _____

Date By _____

Name(s) of Person(s) _____

(Seal) _____

Signature of Notarial Officer _____

My commission expires: _____

Acknowledgment in an Representative Capacity

State of New Mexico)
 _____ SS)
 County of Chaves)

This instrument was acknowledged before me on February 19, 2025 Date: 2/19/25 By: .
William R. Hansen, President of WRH, Inc.

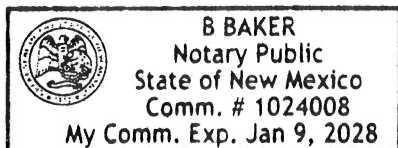
Name(s) of Person(s) _____

(Seal) _____

B Baker

Signature of Notarial Officer _____

My commission expires: January 9, 2028



Lease # and Lessee of Record: ST of NM L0-1648 Oxy USA WTP Limited Partnership BY:James Laning and Attorney-in-Fact (Name and Title of Authorized Agent)

J-L _____ (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date By _____

Name(s) of Person(s) _____

(Seal)

Signature of Notarial Officer _____

My commission expires: _____

Acknowledgment in an Representative Capacity

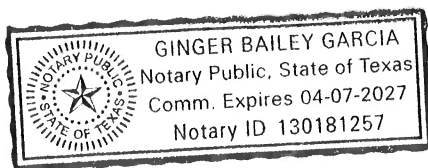
State of Texas)
 County of Harris)

This instrument was acknowledged before me on February 5, 2025 Date: _____ By: _____

James Laning, Attorney-in-Fact of Oxy USA WTP Limited Partnership, a
Delaware limited partnership.

Name(s) of Person(s) _____

(Seal)

Signature of Notarial Officer J.B. GarciaMy commission expires: 4/7/2027

Lease # and Lessee of Record: ST of NM L0-1648 Black Stone Energy Company LLC **BY:**
Will DeMontel, Director, Land **(Name and Title of Authorized Agent)**

 **(Signature of Authorized Agent)**
 TH

Acknowledgment in an Individual Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on _____ DateBy
 Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

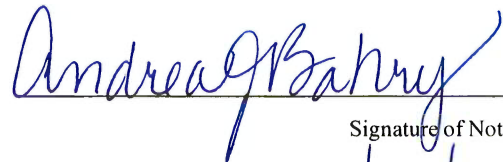
My commission expires: _____

Acknowledgment in an Representative Capacity

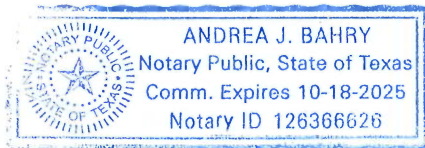
State of Texas)
) SS)
 County of Harris)

This instrument was acknowledged before me on _____ Date: 2/25/25 By: .
Will DeMontel, Director, Land, of Black Stone Energy Company LLC
 Name(s) of Person(s)

(Seal)


 Signature of Notarial Officer

My commission expires: 10/18/2025



Lease # and Lessee of Record: ST of NM V0-6780 & ST of NM V0-6789 Mewbourne Oil Company BY:

Corey Mitchell, Attorney-in-Fact (Name and Title of Authorized Agent)

Corey Mitchell (Signature of Authorized Agent)
CC

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____
Name(s) of Person(s)

Date By

(Seal)

Signature of Notarial Officer

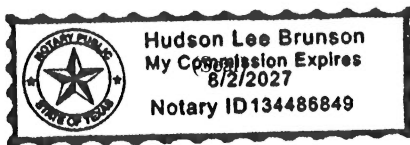
My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Midland)

This instrument was acknowledged before me on _____
Corey Mitchell, Attorney-in-Fact
Name(s) of Person(s)

Date: 2/11/2025 By: .



Hudson Lee Brunson

Signature of Notarial Officer

My commission expires: 8/2/2027

Plat of communitized area covering 800.00 acres in the S/2 of Section 9, S/2 of Section 10, & SW/4 of Section 11, T-21-S, R-27-E, N.M.P.M., Eddy County, New Mexico, Wolfcamp Formation.



			9
			10
			11

Released to Imaging: 7/8/2026 10:31:16 AM

Well Name/No.

Bent Tree 9-11 State Com 625H

SHL: 935' FSL & 424' FEL, 8-21S-27E

BHL: 1640' FSL & 2654' FWL, 11-21S-27E

Bent Tree 9-11 State Com 626H

SHL: 785' FSL & 514' FEL, 8-21S-27E

BHL: 340' FSL & 2643' FWL, 11-21S-27E

Bent Tree 9-11 State Com 625H & 626H

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the S/2 of Section 9, S/2 of Section 10, & SW/4 of Section 11, T-21-S, R-27-E, Eddy County, N.M.P.M., New Mexico, Wolfcamp Formation.

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

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

Lease Serial Number: ST NM V0-6780

Date of Lease: January 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: W/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Mewborune Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Tract No. 2

Lease Serial Number: ST NM V0-6789

Date of Lease: February 1, 2003

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: E/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Mewbourne Oil Company – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.

Bent Tree 9-11 State Com 625H & 626H

Tract No. 3

Lease Serial Number: ST NM L0-1648

Date of Lease: November 19, 1968

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 9: SE/4

Number of Acres: 160.00

Current Lessee of Record: Oxy USA WTP Limited Partnership - 50%
Black Stone Energy Company LLC - 50%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Westall Oil & Gas LLC

Tract No. 4

Lease Serial Number: ST NM K-3977

Date of Lease: March 17, 1964

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 10: S/2

Number of Acres: 320.00

Current Lessee of Record: MRC Delaware Resources LLC – 50%
W.R.H. Inc. – 50%

Name of Working Interest Owner: Devon Energy Production Company L.P.
Milestone Resources
BCP, LP
TR Oil Corporation
Explorers Petroleum Corporation
Rorkes Drift LLC
EOG Resources
Prime Rock Resources AgentCo, Inc, as nominee for the benefit
of Prime Rock Resources, LLC
Jalapeno Corporation
Jack O. McCall

Bent Tree 9-11 State Com 625H & 626H

Aeron A. Yates Children's Trust
Charles Cline Moore
Aeron A. Yates
Agnes Cluthe Oliver Foundation Trust
Robert A. Oliver Trust, u/w William B. Oliver
Brian D. Woehler Trust, u/w William B. Oliver
Judith C. Devine Trust, u/w William B. Oliver

Tract No. 5

Lease Serial Number: ST NM K0-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 11: S/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P. – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Chi Energy Inc.
Locker Brothers, a Texas Partnership composed solely of Eric S.
Locker and Ross K. Locker
Hayes Revocable Trust
Jami Huber Owen
EOG Resources
Agnes Cluthe Oliver Foundation Trust
Frances B. Bunn Revocable Trust
Dr. Issac A. Kawasaki
Frederick Van Vranken Jr.
E.G. Holden Testamentary Trust
Betsy H. Keller
Robert A. Oliver Trust, u/w William B. Oliver
Brian D. Woehler Trust, u/w William B. Oliver
Judith C. Devine Trust, u/w William B. Oliver

Bent Tree 9-11 State Com 625H & 626H

Tract No. 6

Lease Serial Number: ST NM V0-5010

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Insofar and only insofar as said lease covers:
Section 11: N/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P. – 100%

Name of Working Interest Owner: Devon Energy Production Company, L.P.
Chi Energy Inc.
Hayes Revocable Trust
Jami Huber Owen
Eric C. Locker
Ross K. Locker

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	10%
2	80.00	10%
3	160.00	20%
4	320.00	40%
5	80.00	10%
6	80.00	10%
Total	800.00	100%

Bent Tree 9-11 State Com 625H & 626H

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-55723	Pool Code 70070	Pool Name ALACRAN HILLS;WOLFCAMP (GAS)	
Property Code 329795	Property Name BENT TREE 9-11 STATE COM		Well Number 625H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		Ground Level Elevation 3248.6'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
P	8	21-S	27-E		890' S	264' E	32.489924	104.204287	EDDY

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
K	11	21-S	27-E		1635' S	2636' W	32.492017	104.160566	EDDY

Dedicated Acres 800	Infill or Defining Well INFILL	Defining Well API 30-015-55724	Overlapping Spacing Unit (Y/N) NO	Consolidation Code C
Order Numbers R-23417; NSL-8854			Well setbacks are under Common Ownership: ☐ Yes ☒ No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	9	21-S	27-E		1608' S	82' W	32.491897	104.203162	EDDY

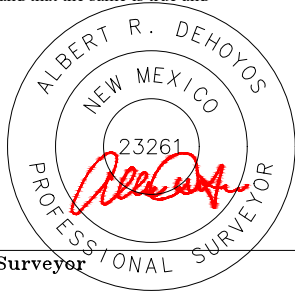
First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	9	21-S	27-E		1640' S	100' W	32.491985	104.203103	EDDY

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
K	11	21-S	27-E		1640' S	2574' W	32.492030	104.160766	EDDY

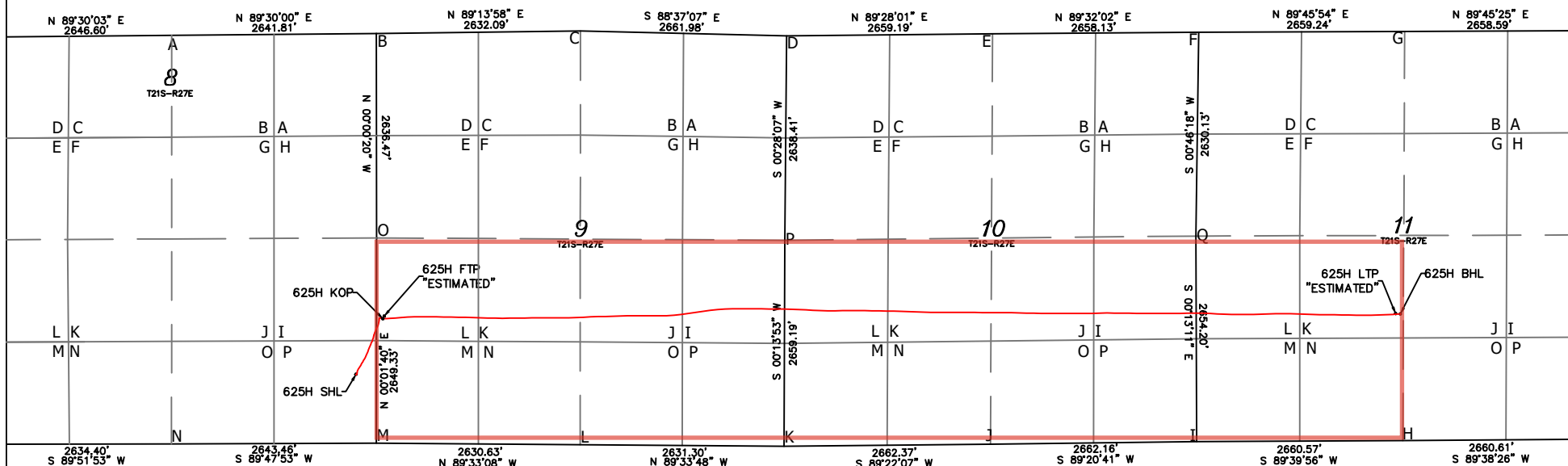
Spacing Unit Type		Horizontal	Vertical	Ground Floor Elevation: N/A
		HORIZONTAL		

OPERATOR CERTIFICATIONS I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.		SURVEYOR CERTIFICATIONS I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under supervision, and that the same is true and correct to the best of my belief.	
Signature 		Signature and Seal of Professional Surveyor 	
Date 4/16/25			
Printed Name SHANDEE THOMAS		Certificate Number 23261	
Email Address SHANDEE.THOMAS@DVN.COM		Date of Survey 04/2025	

ACREAGE DEDICATION PLATS

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



A=	N:546362.89	E:578748.97
B=	N:546385.95	E:581390.68
C=	N:546421.19	E:584022.53
D=	N:546357.03	E:586683.74
E=	N:546381.76	E:589342.82
F=	N:546403.39	E:592000.86
G=	N:546414.30	E:594660.07
H=	N:541134.84	E:594636.14
I=	N:541119.31	E:591975.61
J=	N:541088.86	E:589313.63
K=	N:541059.53	E:586651.42
L=	N:541079.59	E:584020.20
M=	N:541100.14	E:581369.65
N=	N:541090.83	E:578748.21
O=	N:543749.48	E:581390.93
P=	N:543718.70	E:586662.16
Q=	N:543773.50	E:591965.44

SURFACE HOLE LOCATION GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION 890' FSL 264' FEL SECTION 8 EL:3248.6' N:541989.29/E:581126.11 LAT:32.489924/LON:104.204287	KICK OFF POINT 1608' FSL 82' FWL SECTION 9 N:542707.43/E:581472.03 LAT:32.491897/LON:104.203162	FIRST TAKE POINT "ESTIMATED" 1640' FSL 100' FWL SECTION 9 N:542739.41/E:581490.44 LAT:32.491985/LON:104.203103	LAST TAKE POINT "ESTIMATED" 1640' FSL 2574' FWL SECTION 11 N:542774.33/E:594543.57 LAT:32.492030/LON:104.160766	BOTTOM HOLE LOCATION 1635' FSL 2638' FWL SECTION 11 N:542769.66/E:594605.44 LAT:32.492017/LON:104.160566
---	---	--	---	--

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-55724	Pool Code 70070	Pool Name ALACRAN HILLS;WOLFCAMP (GAS)
Property Code 329795	Property Name BENT TREE 9-11 STATE COM	Well Number 626H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Ground Level Elevation 3250.2'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
P	8	21-S	27-E		848' S	343' E	32.489808	104.204545	EDDY

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
N	11	21-S	27-E		391' S	2635' W	32.488598	104.160561	EDDY

Dedicated Acres 800	Infill or Defining Well DEFINING	Defining Well API N/A	Overlapping Spacing Unit (Y/N) NO	Consolidation Code C
Order Numbers R-23417; NSL-8855			Well setbacks are under Common Ownership: ☐ Yes ☒ No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		387' S	110' W	32.488540	104.203077	EDDY

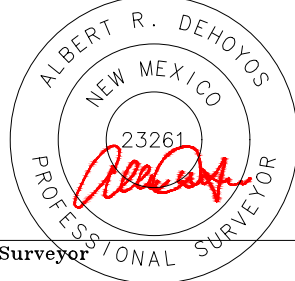
First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
M	9	21-S	27-E		340' S	100' W	32.488411	104.203110	EDDY

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
N	11	21-S	27-E		340' S	2563' W	32.488456	104.160792	EDDY

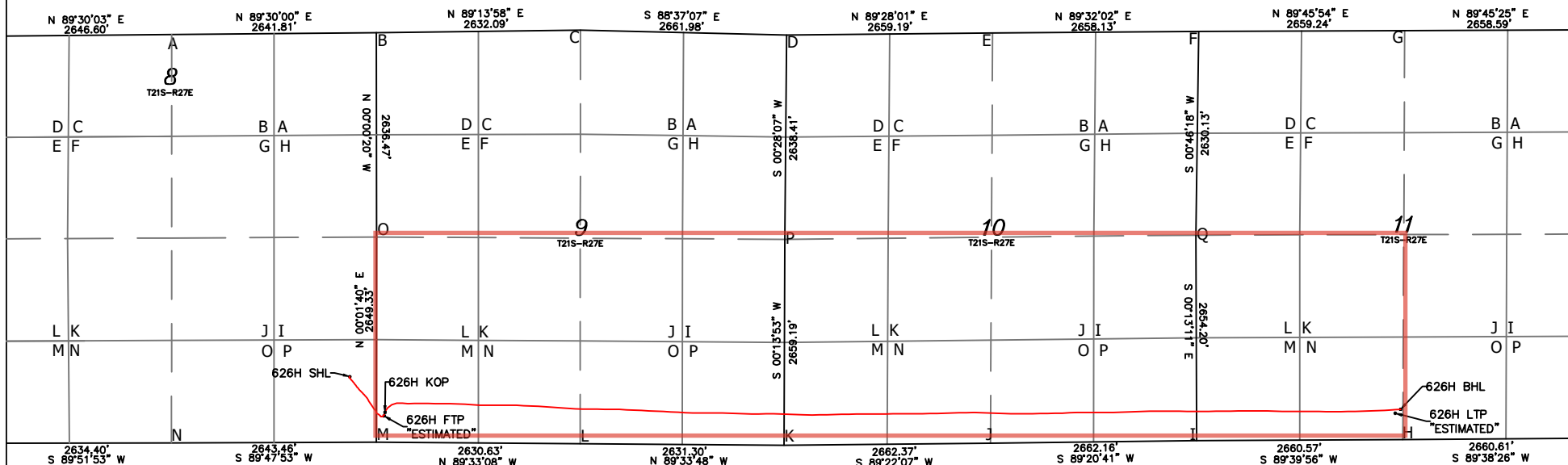
Spacing Unit Type Horizontal Vertical HORIZONTAL		Ground Floor Elevation: N/A
---	--	--------------------------------

OPERATOR CERTIFICATIONS I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.		SURVEYOR CERTIFICATIONS I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under supervision, and that the same is true and correct to the best of my belief.	
Signature  Date 4/16/25		Signature and Seal of Professional Surveyor 	
Printed Name SHANDEE THOMAS		Certificate Number 23261	Date of Survey 04/2025
Email Address SHANDEE.THOMAS@DVN.COM			

ACREAGE DEDICATION PLATS

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C=	N:546421.19	E:584022.53
D=	N:546357.03	E:586683.74
E=	N:546381.76	E:589342.82
F=	N:546403.39	E:592000.86
G=	N:546414.30	E:594660.07
H=	N:541134.84	E:594636.14
I=	N:541119.31	E:591975.61
J=	N:541088.86	E:589313.63
K=	N:541059.53	E:586651.42
L=	N:541079.59	E:584020.20
M=	N:541100.14	E:581369.65
N=	N:541090.83	E:578748.21
O=	N:543749.48	E:581390.93
P=	N:543718.70	E:586662.16
Q=	N:543773.50	E:591965.44

SURFACE HOLE LOCATION	KICK OFF POINT	FIRST TAKE POINT "ESTIMATED"	LAST TAKE POINT "ESTIMATED"	BOTTOM HOLE LOCATION
GEODETIC COORDINATES NAD 83	387' FSL 110' FWL SECTION 9	340' FSL 100' FWL SECTION 9	340' FSL 2563' FWL SECTION 11	391' FSL 2635' FWL SECTION 11
NMSP EAST SURFACE LOCATION	N:541486.12/E:581499.89	N:541439.37/E:581489.81	N:541474.28/E:594537.68	N:541525.86/E:594608.97
848' FSL 343' FWL SECTION 8	LAT:32.488540/LON:104.203077	LAT:32.488411/LON:104.203110	LAT:32.488456/LON:104.160792	LAT:32.488598/LON:104.160561
EL:3250.2'				
N:541946.74/E:581046.80				
LAT:32.489808/LON:104.204545				



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

July 1, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Bent Tree 8 CTB 1

Sec.-T-R: 8-21S-27E
Wells: BENT TREE 9-11 STATE COM 224H, 337H, 338H, 625H, 626H
Agreements: Pending CAs Attached
Lease: V0-6780, V0-6789, L0-1648, K-3977, K0-3633, V0-5010
Pool: AVALON;BONE SPRING, EAST & ALACRAN HILLS;WOLFCAMP (GAS)

County: Eddy 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.

A handwritten signature in black ink that reads "Shandee Thomas". The signature is written in a cursive, flowing style.

Shandee Thomas
Regulatory Compliance Professional
Enclosure

Contact Name	Mailing Address	City	State	Zip	Tracking No.
SOUTHWEST ROYALTIES INC.	PO BOX 53570	MIDLAND	TEXAS	79710-3570	9414-8149-0152-7181-4832-86
SABINAL ENERGY OPERATING LLC	1780 HUGHES LANDING BLVD STE 1200	THE WOODLANDS	TEXAS	77380	9414-8149-0152-7181-4832-93
Carrie Elizabeth McVay, Trustee of the Carrie McVay Trust dated March 2, 2018	3225 WILLARD ST	SAN DIEGO	CALIFORNIA	92122	9414-8149-0152-7181-4833-09
J. Travis Reeves	1804 CHEYENNE DR	RICHARDSON	TEXAS	75080	9414-8149-0152-7181-4833-16
WilderPan LLC	PO BOX 50088	MIDLAND	TEXAS	79710	9414-8149-0152-7181-4833-23
Donald R. Creamer	PO Box 10014	MIDLAND	TEXAS	79702	9414-8149-0152-7181-4833-30
Bernard Lee House, Jr.	PO BOX 51707	MIDLAND	TEXAS	79710	9414-8149-0152-7181-4833-47
Casa Grande Royalty Co Inc.	PO BOX 818	KEMAH	TEXAS	77565	9414-8149-0152-7181-4833-54
John W. Gates LLC	706 W GRAND AVE	ARTESIA	NEW MEXICO	88210	9414-8149-0152-7181-4833-61
Norbert M. McCaw	202 CROSSBOW RD	ARTESIA	NEW MEXICO	88210	9414-8149-0152-7181-4833-78
Roberta McCaw	202 CROSSBOW RD	ARTESIA	NEW MEXICO	88210	9414-8149-0152-7181-4833-85
Winnie Helen Hayes	107 JADE CIRCLE	KNIGHTDALE	NORTH CAROLINA	27545	9414-8149-0152-7181-4833-92
Tumbler Energy Partners LLC	PO BOX 50938	MIDLAND	TEXAS	79710	9414-8149-0152-7181-4834-08
VERITAS PERMIAN RESOURCES LLC	PO BOX 10850	FORT WORTH	TEXAS	76114	9414-8149-0152-7181-4834-15
ELK RANGE ROYALTIES II LP	2110 FARRINGTON ST	DALLAS	TEXAS	75207	9414-8149-0152-7181-4834-22
ASHER LAND & MINERALS LLC	4071 BUENA VISTA STREET	DALLAS	TEXAS	75204	9414-8149-0152-7181-4834-39
ESTATE OF M. ELIZABETH LOCKER, DECEASED	1513 FLINTRIDGE RD	AUSTIN	TEXAS	78746-4350	9414-8149-0152-7181-4834-46
MICHAEL D. HAYES AND KATHRYN A. HAYES, CO-TRUSTEES OF THE HAYES REVOCABLE TRUST	3608 MEADOWRIDGE LN	MIDLAND	TEXAS	79707	9414-8149-0152-7181-4834-53
JAMI HUBER OWEN	5546 CANADA COURT	ROCKWALL	TEXAS	75032	9414-8149-0152-7181-4834-60
FREDERICK VAN VRANKEN, JR.	17 NONQUITT AVE	SOUTH DARTMOUTH	MASSACHUSETTS	02748	9414-8149-0152-7181-4834-77
FRANCES B. BUNN	2493 MAKIKI HEIGHTS DR	HONOLULU	HAWAII	96822	9414-8149-0152-7181-4834-84
BROWN BROTHERS HARRIMAN TRUST COMPANY OF DELAWARE, SUCCESSOR CORPORATE TRUSTEE OF THE WILLIAM B OLIVER TRUST	11275 WEDGEFIELD CT	FISHERS	INDIANA	46037	9414-8149-0152-7181-4834-91
BROWN BROTHERS HARRIMAN TRUST COMPANY OF DELAWARE, SUCCESSOR CORPORATE TRUSTEE OF THE AGNE CLUTHE OLIVER TRUST	11275 WEDGEFIELD CT	FISHERS	INDIANA	46037	9414-8149-0152-7181-4835-07
Southwest Royalties Inc.	PO BOX 53570	MIDLAND	TEXAS	79710	9414-8149-0152-7181-4835-14
Curtis W. Mewbourne, Trustee	PO BOX 7698	TYLER	TEXAS	75711	9414-8149-0152-7181-4835-21

AFFIDAVIT OF PUBLICATION

CARLSBAD CURRENT-ARGUS
PO BOX 507
HUTCHINSON, KS 67504-0507

STATE OF NEW MEXICO } SS
COUNTY OF EDDY }

Account Number: 1126
Ad Number: 54850
Description: Bent Tree CTB
Ad Cost: \$57.24

Sherry Groves, being first duly sworn, says:

That she is the Agent of the the Carlsbad Current-Argus, a Weekly newspaper of general circulation, printed and published in Carlsbad, Eddy County, New Mexico; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

July 12, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Sherry Groves

Agent

Subscribed to and sworn to me this 12th day of July 2025.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County
Minnesota

**Notice of Application
for Surface Commingling**

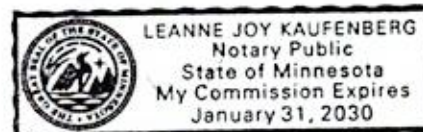
Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD for a surface commingle of the oil/gas production at the Bent Tree 8 CTB 1 and Bent Tree 9 CTB 2 batteries. The facilities are located in SE/4 of S8, T21S, R27E and NE/4 and SW/4 of S9, T21S, R27E in Eddy County, New Mexico. Wells going to the batteries are located in Section 8 and 9 of T21S-R27E. Production is from the AVALON;BONE SPRING, EAST and ALACRAN HILLS; WOLFCAMP pool.

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) 228-4800.

Published in the Carlsbad Current-Argus July 12, 2025.
#54850

COURTNEY DICKENS
DEVON ENERGY-CORP OFFICE
333 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102
CommunityRelationsInvoices@dvn.com





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

July 1, 2025

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 Commingle Application, 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 black ink that reads "Shandee Thomas". The signature is written in a cursive, flowing style.

Shandee Thomas
Regulatory Analyst
Work Phone: (405) 228-4800
Shandee.Thomas@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosures

ALERT: IMPACTS FROM THE WORLD SOCCER TOURNAMENT HELD IN MAJOR CITIES THROU...

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Your item was picked up at the post office at 12:33 pm on July 16, 2025 in MIDLAND, TX 79705.

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MIDLAND, TX 79705
July 16, 2025 12:33 PM

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Your item has been delivered to an agent at the front desk, reception, or mail room at 9:49 am on July 10, 2025 in SPRING, TX 77380.

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Delivered to Agent

Delivered to Agent, Front Desk/Reception/Mail Room

SPRING, TX 77380
July 10, 2025 9:49 AM

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Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

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Tracking Number:

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Latest Update

Your item was delivered to an individual at the address at 4:41 pm on July 10, 2025 in SAN DIEGO, CA 92122.

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Delivered

Delivered, Left with Individual

SAN DIEGO, CA 92122

July 10, 2025 4:41 PM

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Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

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Tracking Number:

9414814901527181483316

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Latest Update

Your item was delivered to an individual at the address at 2:26 pm on July 10, 2025 in RICHARDSON, TX 75080.

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Delivered, Left with Individual

RICHARDSON, TX 75080
July 10, 2025 2:26 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483323

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Latest Update

Your item was picked up at a postal facility at 10:31 am on July 29, 2025 in MIDLAND, TX 79705.

Get More Out of USPS Tracking:



USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

MIDLAND, TX 79705
July 29, 2025 10:31 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number: Remove X

9414814901527181483330

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Latest Update

We were unable to deliver your package at 12:33 pm on July 12, 2025 in OKLAHOMA CITY, OK 73102 because the business was closed. We will redeliver on the next business day. No action needed.

Get More Out of USPS Tracking:

USPS Tracking Plus®



Delivery Attempt

Redelivery Scheduled for Next Business Day
OKLAHOMA CITY, OK 73102
July 12, 2025 12:33 PM



Arrived at USPS Facility
OKLAHOMA CITY OK DISTRIBUTION CENTER
July 7, 2025 10:52 PM



See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Tracking Number:

Remove X

9414814901527181483347

Copy Add to Informed Delivery

Latest Update

Your item was picked up at the post office at 11:34 am on July 14, 2025 in MIDLAND, TX 79705.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office
MIDLAND, TX 79705
July 14, 2025 11:34 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181483354

Copy Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 11:24 am on July 10, 2025 in KEMAH, TX 77565.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box
KEMAH, TX 77565
July 10, 2025 11:24 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Tracking Number:

9414814901527181483361

Copy

Add to Informed Delivery

Remove X

Latest Update

Your item was delivered to an individual at the address at 1:33 pm on July 14, 2025 in ARTESIA, NM 88210.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

ARTESIA, NM 88210
July 14, 2025 1:33 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
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Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483378

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 3:44 pm on July 17, 2025 in ARTESIA, NM 88210.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

ARTESIA, NM 88210
July 17, 2025 3:44 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483385

Copy Add to Informed Delivery

Latest Update

Your item was picked up at the post office at 5:11 am on July 15, 2025 in OKLAHOMA CITY, OK 73102.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

OKLAHOMA CITY, OK 73102
July 15, 2025 5:11 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483392

CopyAdd to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 5:25 pm on July 14, 2025 in KNIGHTDALE, NC 27545.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

KNIGHTDALE, NC 27545
July 14, 2025 5:25 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181483408

CopyAdd to Informed Delivery

Latest Update

Your item arrived at our MIDLAND TX DISTRIBUTION CENTER destination facility on July 12, 2025 at 12:41 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

On the Way

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER
July 12, 2025 12:41 PM

Arrived at USPS Facility

OKLAHOMA CITY OK DISTRIBUTION CENTER
July 7, 2025 10:50 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483415

Copy

Add to Informed Delivery

Latest Update

Your item was picked up at the post office at 12:04 pm on July 10, 2025 in FORT WORTH, TX 76114.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

FORT WORTH, TX 76114

July 10, 2025 12:04 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483422

Copy

Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 2:12 pm on July 9, 2025 in DALLAS, TX 75207.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

DALLAS, TX 75207
July 9, 2025 2:12 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181483439

Copy

Add to Informed Delivery

Latest Update

Your item was picked up at a postal facility at 12:03 pm on July 10, 2025 in DALLAS, TX 75215.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

DALLAS, TX 75215
July 10, 2025 12:03 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181483446

Copy Add to Informed Delivery

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 5:21 pm on July 14, 2025 in HANOVER, NH 03755.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

HANOVER, NH 03755
July 14, 2025 5:21 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Tracking Number:

Remove X

9414814901527181483453

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 1:53 pm on July 21, 2025 in MIDLAND, TX 79707.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIDLAND, TX 79707
July 21, 2025 1:53 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
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Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483460

Copy Add to Informed Delivery

Latest Update

Your item was picked up at the post office at 7:20 am on August 11, 2025 in OKLAHOMA CITY, OK 73102.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

OKLAHOMA CITY, OK 73102
August 11, 2025 7:20 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483477

Copy Add to Informed Delivery

Latest Update

Your item has been delivered to the original sender at 6:59 am on August 28, 2025 in OKLAHOMA CITY, OK 73102.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

OKLAHOMA CITY, OK 73102
August 28, 2025 6:59 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483484

Copy Add to Informed Delivery

Latest Update

We now anticipate delivery of your package the next business day. We apologize for the delay.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

Awaiting Delivery

July 10, 2025 9:29 PM

Out for Delivery

HONOLULU, HI 96822
July 10, 2025 6:10 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483491

Copy

Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 11:19 am on July 12, 2025 in FISHERS, IN 46037.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

FISHERS, IN 46037

July 12, 2025 11:19 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181483507

Copy

Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 10:59 am on July 11, 2025 in FISHERS, IN 46037.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

FISHERS, IN 46037
July 11, 2025 10:59 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483514

Copy Add to Informed Delivery

Latest Update

Your item arrived at our MIDLAND TX DISTRIBUTION CENTER destination facility on July 11, 2025 at 12:50 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

On the Way

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER
July 11, 2025 12:50 PM

Arrived at USPS Facility

OKLAHOMA CITY OK DISTRIBUTION CENTER
July 7, 2025 10:51 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

9414814901527181483521

Copy

Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 2:45 pm on July 10, 2025 in TYLER, TX 75711.

Get More Out of USPS Tracking:



USPS Tracking Plus®

Delivered

Delivered, PO Box

TYLER, TX 75711
July 10, 2025 2:45 PM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

From: [Thomas, Shandee](#)
To: [Clelland, Sarah, EMNRD](#)
Cc: [Deal, Rebecca](#)
Subject: RE: [EXTERNAL] RE: Action ID 403486 PLC-1119
Date: Monday, June 8, 2026 1:56:26 PM
Attachments: [Bent Tree 8 CTB 1 - Submitted NMOCD Commingle App R1 Submitted.pdf](#)
[Bent Tree 9 CTB 2 - Submitted NMOCD Commingle App R1 Submitted.pdf](#)

Hi Sarah,

Please see attached the revised commingle applications for the facilities listed below:

OCD ID	Battery
484591	BENT TREE 9 CTB 2
484567	BENT TREE 8 CTB 1

Thank you,

Shandee Thomas | Regulatory Compliance Professional – Land
Devon Energy | 333 W. Sheridan Avenue | Oklahoma City, OK 73102
Office 405.552.7853



From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Friday, April 17, 2026 2:46 PM
To: Deal, Rebecca <Rebecca.Deal@dvn.com>; Thomas, Shandee <Shandee.Thomas@dvn.com>
Subject: [EXTERNAL] RE: Action ID 403486 PLC-1119

Hi Rebecca,

Can you add 3 more to that spreadsheet?

Action ID 347578, 347579 & 484567

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department

Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD
Sent: Thursday, April 16, 2026 2:48 PM
To: Deal, Rebecca <rebecca.deal@dvn.com>; shandee.thomas@dvn.com
Subject: RE: Action ID 403486 PLC-1119

Sorry, forgot the attachment.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD
Sent: Thursday, April 16, 2026 2:47 PM
To: Deal, Rebecca <rebecca.deal@dvn.com>; shandee.thomas@dvn.com
Subject: RE: Action ID 403486 PLC-1119

I have a feeling that for some reason these issues stood out to me on these applications but that maybe there has been an issue with all of the applications. The ones I have issued are on me, please verify that Devon was issued accurate permits with accurate allocation methods. Here is the spreadsheet that I was working on getting through. I would appreciate Devon taking the time to go through the applications I have left to ensure that we don't have the same issues with the applications for future permits.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD
Sent: Thursday, April 16, 2026 2:23 PM
To: Deal, Rebecca <rebecca.deal@dvn.com>; shandee.thomas@dvn.com

Subject: Action ID 403486 PLC-1119

To whom it may concern (c/o Rebecca Deal for Devon Energy Production Company, LP),

The Division is reviewing the following application:

Action ID	403486
Admin No.	PLC-1119
Applicant	Devon Energy Production Company, LP
Title	North Thistle 3 CTB 1
Sub. Date	11/14/2024

Please provide the following additional supplemental documents:

- According to the summary in the application it says each well flows into its own 3-Phase Separator. The PFD shows what seems to be 2 separate well pads and all wells flowing into 1 singular flowline off of each pad. If metering is the allocation method Devon intends to use but all separators are located on the CTB, and all wells are on separate well pads, are there separators for each well on each well pad? Are there several flowlines taking production from each well to its own separator on the CTB or is there a bulk separator on each well pad? Please verify all flow diagrams and summary to ensure all information is accurate. C-107B has metering checked as well as other checked for allocation method. If there are 2 separate allocation methods then both should be depicted accurately on the facility diagrams.

Please provide additional information regarding the following:

-

Additional notes:

- Please respond to this email with an updated application or explanation of how allocation will take place.
- If you have questions please contact me.

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

COMMENT

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at OCD.Enviro@emnrd.nm.gov for instructions regarding the submittal process for applications of this type.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

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**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-1150

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 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.
6. 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.
7. 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

8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not

included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

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

12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. 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).
14. 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: 07/02/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1150**

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

Central Tank Battery: **Bent Tree 8 Central Tank Battery 1**

Central Tank Battery Location: **UL J, O, Section 8, Township 21 South, Range 27 East**

Gas Title Transfer Meter Location: **UL J, O, Section 8, Township 21 South, Range 27 East**

Pools

Pool Name	Pool Code
AVALON;BONE SPRING, EAST	3713
ALACRAN HILLS;WOLFCAMP (GAS)	70070

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 205441 PUN 1412356	S2	09-21S-27E
	S2	10-21S-27E
	SW4	11-21S-27E
CA Wolfcamp SLO 205442 PUN 1412360	S2	09-21S-27E
	S2	10-21S-27E
	SW4	11-21S-27E
CA Bone Spring SLO 205443 PUN 1412347	S2S2	09-21S-27E
	S2S2	10-21S-27E
	S2SW	11-21S-27E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-55723	BENT TREE 9 11 STATE COM #625H	S2	09-21S-27E	70070
		S2	10-21S-27E	
		SW4	11-21S-27E	
30-015-55724	BENT TREE 9 11 STATE COM #626H	S2	09-21S-27E	70070
		S2	10-21S-27E	
		SW4	11-21S-27E	
30-015-55721	BENT TREE 9 11 STATE COM #337H	S2	09-21S-27E	3713
		S2	10-21S-27E	
		SW4	11-21S-27E	
30-015-55722	BENT TREE 9 11 STATE COM #338H	S2	09-21S-27E	3713
		S2	10-21S-27E	
		SW4	11-21S-27E	
30-015-55720	BENT TREE 9 11 STATE COM #224H	S2S2	09-21S-27E	3713
		S2S2	10-21S-27E	
		S2SW	11-21S-27E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 484567

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 484567
	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 OCD.Engineer@emnrd.nm.gov .	7/8/2026