



Devon Energy Production Company  
333 W. Sheridan Avenue  
Oklahoma City, Oklahoma 73102  
Phone: (405)-552-7970  
Erin.Workman@dvn.com

February 1, 2021

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

Interest Owners

Re: Central Tank Battery Boundary Raider 7 CTB 2  
Sec., T, R: SWSE, 07-23S-32E  
Lease: NMNM018848, NMNM0559539, NMNM139370  
Pool: 53800-SAND DUNES; BONE SPRING;  
53805-SAND DUNES; BONE SPRING, SOUTH  
County: Eddy Co., New Mexico

To whom it may concern:

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

Well Name	API/UWI
PURRITO 18 FED COM 213H	3002546249
PURRITO 18 FED COM 214H	3002546250
PURRITO 18-19 FED COM 210H	3002546786
PURRITO 18-19 FED COM 211H	3002546787
PURRITO 18-19 FED COM 212H	3002546788

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

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

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

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

Sincerely,

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

Enclosure

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., L.P.  
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

**(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 attachments					

(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: Jenny Harms TITLE: Regulatory Specialist DATE: 1-29-2021  
TYPE OR PRINT NAME Jenny Harms TELEPHONE NO.: 405-552-6560  
E-MAIL ADDRESS: jenny.harms@dvn.com

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:** see attachments for multiple wells and API's **API:** \_\_\_\_\_  
**Pool:** 53800-SAND DUNES; BONE SPRING **Pool Code:** \_\_\_\_\_

53805-SAND DUNES; BONE SPRING, SOUTH

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

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

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

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

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

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

Jenny Harms  
 \_\_\_\_\_  
 Print or Type Name

Jenny Harms  
 \_\_\_\_\_  
 Signature

2-1-2021  
 \_\_\_\_\_  
 Date

405-552-6560  
 \_\_\_\_\_  
 Phone Number

jenny.harms@dvn.com  
 \_\_\_\_\_  
 e-mail Address

Form 3160-5  
(June 2015)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0137  
Expires: January 31, 2018

**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.*

5. Lease Serial No.  
NMNM18848

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

**SUBMIT IN TRIPLICATE - Other instructions on page 2**

1. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other		8. Well Name and No. PURRITO 18 FED COM 213H
2. Name of Operator DEVON ENERGY PRODUCTION COMPANY		9. API Well No. 30-025-46249
Contact: JENNIFER HARMS jennifer.harms@dvn.com		
3a. Address 333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102	3b. Phone No. (include area code) Ph: 405-552-6560	10. Field and Pool or Exploratory Area SAND DUNES; BONE SPRING
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 18 T23S R32E NENE 71FNL 1196FEL		11. County or Parish, State LEA COUNTY, NM

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Subsurface Commingling
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

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

Proposal for: Boundary Raider 7 CTB 2, is located in SWSE, 07-23S-32E in Eddy County, New Mexico.

Devon Energy Production Company, L.P. is requesting approval for a Lease Commingle & Off-Lease Measurement for the following wells:

Well Name API/UWI STR  
PURRITO 18 FED COM 213H 3002546249A-18-23S-32E  
PURRITO 18 FED COM 214H 3002546250 A-18-23S-32E  
PURRITO 18-19 FED COM 210H 3002546786 C-18-23S-32E

14. I hereby certify that the foregoing is true and correct.

**Electronic Submission #516405 verified by the BLM Well Information System  
For DEVON ENERGY PRODUCTION COMPANY, sent to the Hobbs**

Name (Printed/Typed) JENNIFER HARMS	Title REGULATORY COMPLIANCE ANALYST
Signature (Electronic Submission)	Date 05/22/2020

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved By _____	Title _____	Date _____
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		Office _____

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**\*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\***

**Additional data for EC transaction #516405 that would not fit on the form**

**32. Additional remarks, continued**

PURRITO 18-19 FED COM 211H 3002546787 C-18-23S-32E  
PURRITO 18-19 FED COM 212H 3002546788 C-18-23S-32E

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

### Proposal for Boundary Raider 7 CTB 2

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

Well Name	API/UWI	STR	FORMATION	2ND POOL CODE	LEASES	LEASES
PURRITO 18 FED COM 213H	3002546249	A-18-23S-32E	53800 -SAND DUNES; BONE SPRING	53805-SAND DUNES; BONE SPRING, SOUTH	NMNM 018848-12.5%	NMNM 0559539-12.5%
PURRITO 18 FED COM 214H	3002546250	A-18-23S-32E	53800 -SAND DUNES; BONE SPRING	53805-SAND DUNES; BONE SPRING, SOUTH	NMNM 018848-12.5%	NMNM 0559539-12.5%
PURRITO 18-19 FED COM 210H	3002546786	C-18-23S-32E	53800 -SAND DUNES; BONE SPRING	53805-SAND DUNES; BONE SPRING, SOUTH	NMNM 018848-12.5%	
PURRITO 18-19 FED COM 211H	3002546787	C-18-23S-32E	53800 -SAND DUNES; BONE SPRING		NMNM 018848-12.5%	
PURRITO 18-19 FED COM 212H	3002546788	C-18-23S-32E	53800 -SAND DUNES; BONE SPRING		NMNM 139370-12.5%	NMNM 018848-12.5%

### CA's:

- Purrito 18 Fed Com 213H (Single CA)
- Purrito 18 Fed Com 214H (Single CA)
- Purrito 18-19 Fed Com 210, 211, 212H (under one CA)

### Oil & Gas metering:

The central tank battery, Boundary Raider 7 CTB 2, is located in SWSE, 07-23S-32E in Eddy County, New Mexico.

Each well is routed to its own 3-phase separator where the full well stream is separated into gas, oil, and water streams. For each well, after separation, gas is measured with an independent, designated orifice meter for the purpose of allocation, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas orifice sales meter(s) for the purpose of Federal Measurement Point/Sales/Royalty Payment. The oil from the 3-phase separator is measured with an independent, designated Coriolis Meter for the purpose of allocation. It then combines with the oil production from the other wells, flows into the heater treater(s), then into the Ultra-Low Pressure Separator(s) (ULPS), and into one of the oil tanks. The oil is then pumped out of the common tanks to an oil sales meter (LACT unit) for the purpose of Federal Measurement Point/Sales/Royalty Payment. The water from the 3-phase separator is measured with an independent, designated Mag meter for allocation, combines with the water from the other wells, then flows into the gun barrel, and into one of the produced water tanks. Flash gas that exits the heater treater(s) and ULPS(s) flows to the Vapor Recovery Unit (VRU). After exiting the VRU, the gas will be measured through a designated orifice meter for allocation.

The central tank battery will have 4 oil tanks and 3 water tanks that all wells will utilize. All wells will have 1 common gas delivery point(s) on location. They will also share 1 common oil delivery point(s) (LACT) on or directly adjacent to location.

### Meter Owner / Serial Number:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
PURRITO 18 FED COM 213H	DVN*	DVN*	DCP*	DVN*	DVN*	DVN*
PURRITO 18-19 FED COM 211H	DVN*	DVN*	DCP*	DVN*	DVN*	DVN*
PURRITO 18-19 FED COM 212H	DVN*	DVN*	DCP*	DVN*	DVN*	DVN*
PURRITO 18-19 FED COM 210H	DVN *	DVN *	DCP*	DVN *	DVN *	DVN *
PURRITO 18 FED COM 214H	DVN*	DVN*	DCP*	DVN*	DVN*	DVN*

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

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

**Process and Flow Descriptions:**

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

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

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

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail (see attached).

Received by OCD: 2/18/2021 8:09:45 AM Page 8 of 60

Released to Imaging: 4/6/2021 1:56:28 PM

12 11 10 9 8 7 6 5 4 3 2 1

V-101 thru V-106  
3PH SEPARATOR

F-201 & 202  
HEATER TREATER

C-310  
GAS LIFT COMPRESSOR(S)

V-131  
SALES GAS SEP

V-141  
ULTRA LOW PRESURE SEP.

C-301 & C-302  
VAPOR RECOVERY UNIT

TK-401  
GUN BARREL

TK-413  
SKIM TANK

TK-403 thru 405  
WATER TANK

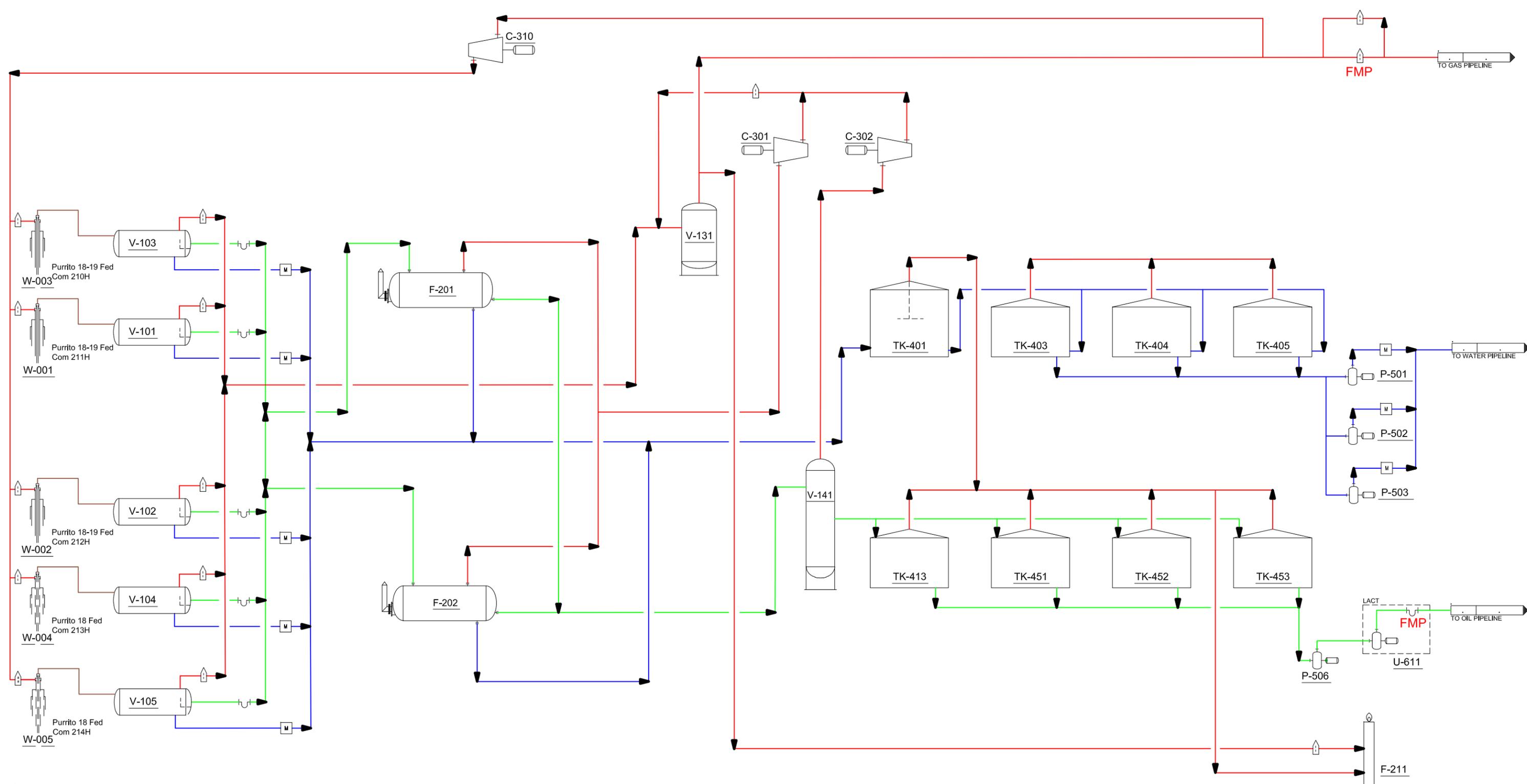
TK-451 thru 453  
OIL TANK

P-501 thru P-503  
WATER TRANSFER PUMP

P-506  
LACT CHARGE PUMP

U-611  
LACT

F-211  
FLARE



LEGEND

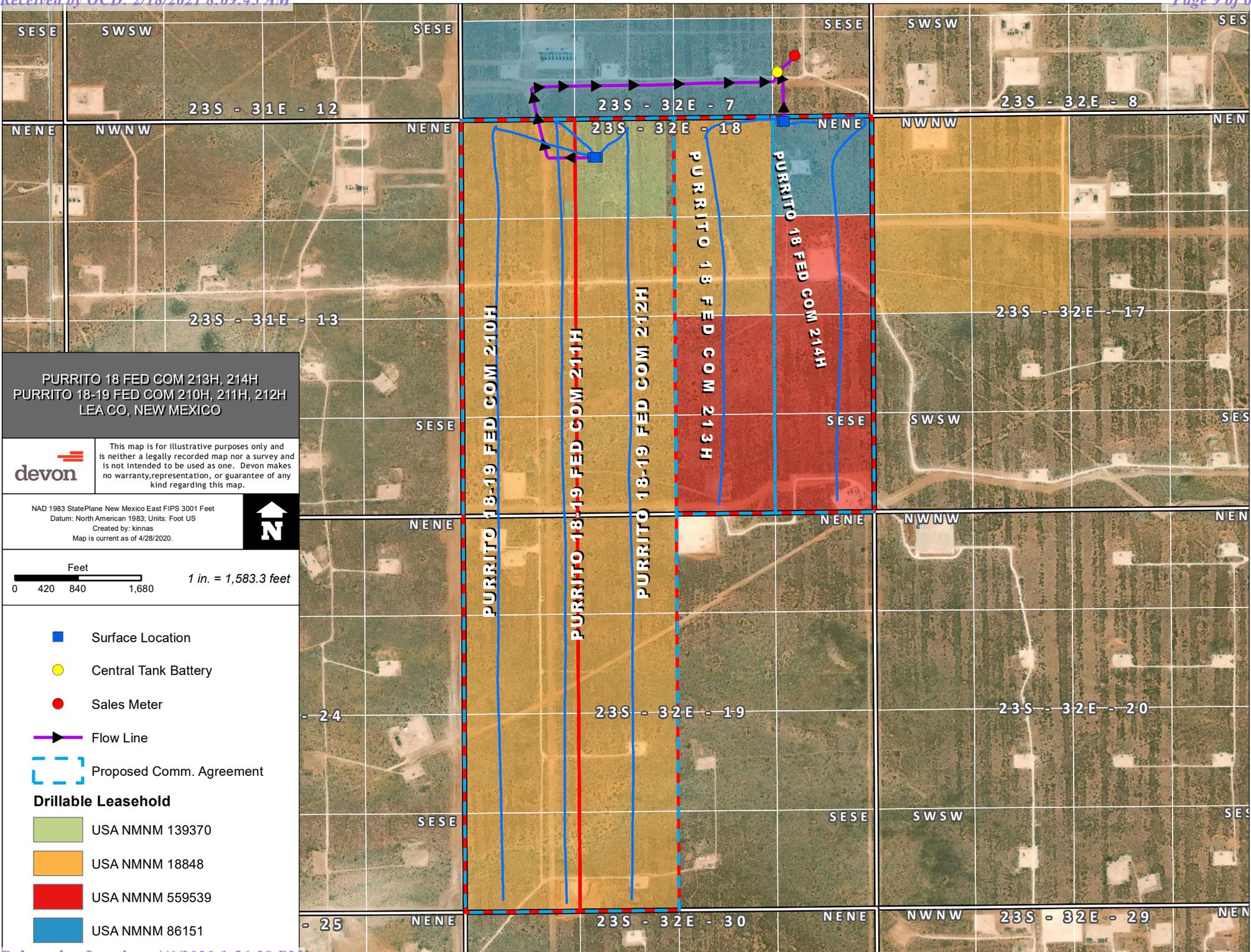
	ORIFICE METER		OIL
	CORIOLIS METER		GAS
	MAGNETIC METER		WATER

DRAWING STATUS			DRAWN BY	DATE
ISSUED FOR	DATE	BY	ENGINEERED BY	DATE
PHA				
CONSTRUCTION			APPROVED BY	DATE
AS-BUILT				
PROJECT No.: 000			DRAWING No.: 110-01	



<b>Devon Energy Corporation</b> 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
<b>DBBU STANDARD P&amp;ID'S          SYMBOLS &amp; ABBREVIATIONS</b>	
FILE NAME	REV
BR 7 CTB 2 Compliance PFD - RevC	C

**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 73102-5010

February 18, 2021

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: Central Tank Battery Boundary Raider 7 CTB 2  
Sec., T, R: SWSE, 07-23S-32E  
Lease: NMNM018848, NMNM0559539, NMNM139370  
Pool: 53800-SAND DUNES; BONE SPRING;  
53805-SAND DUNES; BONE SPRING, SOUTH  
County: Eddy Co., New Mexico

Dear Mr. McClure:

Please find attached the OCD Form C-107-B Notice of Intent for a Central Tank Battery of the aforementioned wells. This application is necessary due to diverse leases.

The royalty, overriding royalty owners, revenue owners are not identical, therefore notifications have been sent.

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) 552-6560.

Sincerely,

*Jenny Harms*

Regulatory Compliance Professional  
Work Phone: (405)552-6560  
[Jennifer.harms@devon.com](mailto:Jennifer.harms@devon.com)  
Devon Energy Center-Tower  
333 West Sheridan Avenue Oklahoma City OK 73102-5015

**Enclosures**

CustomerReference	AttentionTo	Organization	Address1	Address2	Address3	City	Region	Country	Phone	Email	Notes	Residential	DUNS	PostalCode
<b>USPS CERTIFIED MAIL</b>		<b>STATUS</b>												
9414 8149 0152 7181 9093 04	Delivered	ANDRA COCCIMIGLIO			PO BOX 712091	SALT LAKE CITY	Utah	US						84171-2091
9414 8149 0152 7181 9093 11	Delivered	MORRIS E SCHERTZ			PO BOX 2588	ROSWELL	New Mexico	US						88202-2588
9414 8149 0152 7181 9093 28	Delivered	THE OAKASON JR CO LC BANK OF AMERICA NA AGENT			PO BOX 840738	DALLAS	Texas	US						75284-0738
9414 8149 0152 7181 9093 35	Delivered	ONRR ROYALTY MANAGEMENT PROGRAM			PO BOX 25627	DENVER	Colorado	US						80225-0627
9414 8149 0152 7181 9093 42	Delivered	RICHARDSON MINERAL & ROYALTY LLC			PO BOX 2423	ROSWELL	New Mexico	US						88202
9414 8149 0152 7181 9093 59	Delivered	JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROMBIE MANAGERS % LANI ABERCROMBIE			3018 E KSEL DR	SANDY	Utah	US						84092
9414 8149 0152 7181 9093 66	Delivered	INNERARITY FAMILY MINERALS LLC			PO BOX 313	MIDLAND	Texas	US						79702
9414 8149 0152 7181 9093 73	Delivered	EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST			1000 4TH ST	ROSWELL	New Mexico	US						88201
9414 8149 0152 7181 9093 80	Delivered	JUSTIN T CRUM			PO BOX 3598	ROSWELL	New Mexico	US						88202
9414 8149 0152 7181 9093 97	Delivered	TD MINERALS LLC			8111 WESTCHESTER	DALLAS	Texas	US						75225
9414 8149 0152 7181 9094 03	Delivered	PEGASUS RESOURCES LLC			PO BOX 470698	FORT WORTH	Texas	US						76147
9414 8149 0152 7181 9094 10	Delivered	MCMULLEN MINERALS LLC			PO BOX 470857	FORT WORTH	Texas	US						76147
9414 8149 0152 7181 9094 27	Delivered	PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO			4245 N CENTRAL EX	DALLAS	Texas	US						75205
9414 8149 0152 7181 9094 34	Delivered	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO AGENTS			3100 MONTICELLO	DALLAS	Texas	US						75205
9414 8149 0152 7181 9094 41	Delivered	DRAGOON CREEK MINERALS LLC			PO BOX 470857	FORT WORTH	Texas	US						76147
9414 8149 0152 7181 9094 58	Delivered	PEGASUS RESOURCES NM LLC			PO BOX 470698	FORT WORTH	Texas	US						76147

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

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

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

**HOBBS OCD**

AMENDED REPORT

JUL 18 2019

WELL LOCATION AND ACREAGE DEDICATION PLAN

RECEIVED

<sup>1</sup> API Number 30-025-46249	<sup>2</sup> Pool Code 53800	<sup>3</sup> Pool Name SAND DUNE; BONESPRING
<sup>4</sup> Property Code 325954	<sup>5</sup> Property Name PURRITO 18 FED COM	
<sup>6</sup> Well Number 213H	<sup>7</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
<sup>8</sup> OGRID No. 6137	<sup>9</sup> Elevation 3570.9	

Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	18	23 S	32 E		71	NORTH	1196	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	23 S	32 E		20	SOUTH	1980	EAST	LEA

<sup>10</sup> Dedicated Acres 160	<sup>11</sup> Joint or Infill	<sup>12</sup> Consolidation Code	<sup>13</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

**NOTE:**  
LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1988 (NAD83) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD88.

**" OPERATOR CERTIFICATION**

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

*Jenny Harms* 4-10-2019  
Signature Date

Jenny Harms  
Printed Name

Jenny.harms@dvn.com  
E-mail Address

---

**"SURVEYOR CERTIFICATION**

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

OCTOBER 2, 2018  
Date of Survey

*[Signature]*  
Signature and Seal of Professional Surveyor

Certificate Number: 12797  
SURVEY NO. 6578

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

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

**HOBBS OCD**

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

**JUL 18 2019**

**RECEIVED** AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>530-025-40250</b>		Pool Code <b>53800</b>	Pool Name <b>SAND DUNES; BONE SPRING</b>
Property Code <b>725954</b>	Property Name <b>PURRITO 18 FED COM</b>		Well Number <b>214H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3571.1</b>

**Surface Location**

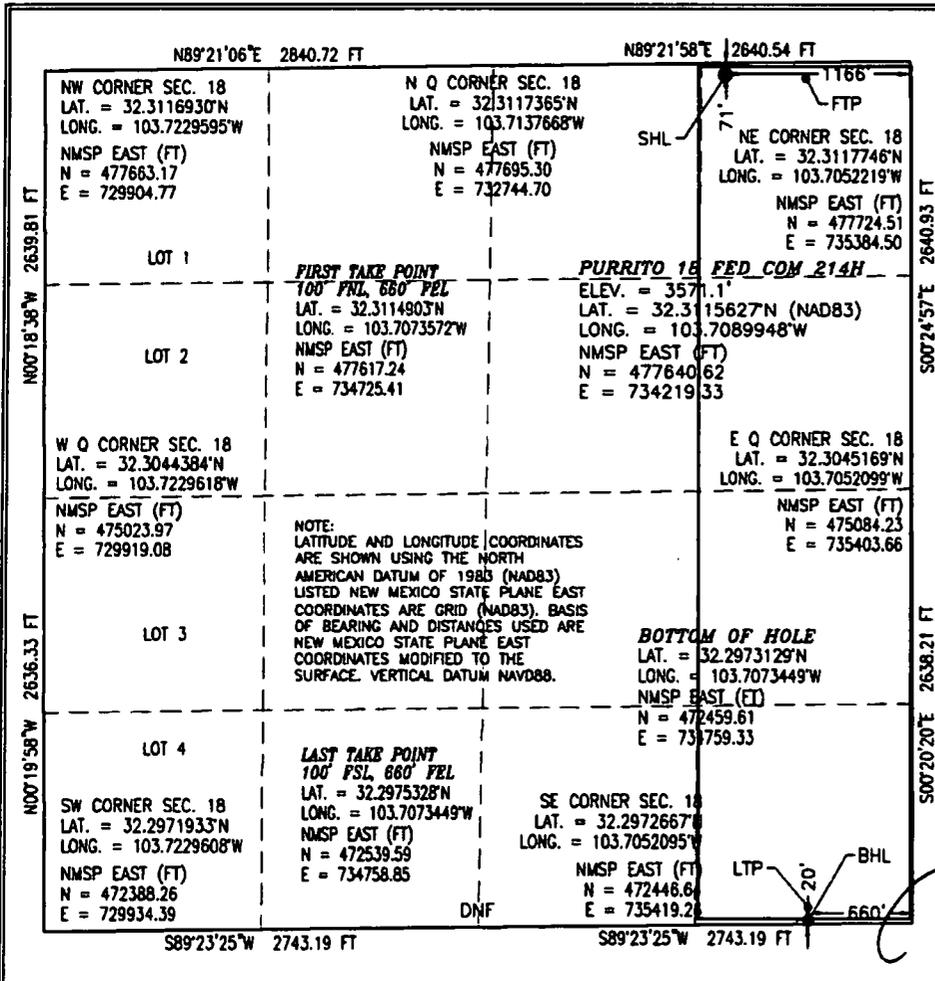
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>71</b>	<b>NORTH</b>	<b>1166</b>	<b>EAST</b>	<b>LEA</b>

**Bottom Hole Location If Different From Surface**

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>20</b>	<b>SOUTH</b>	<b>660</b>	<b>EAST</b>	<b>LEA</b>

Dedicated Acres <b>160</b>	Joint or Infill	Consolidation Code	Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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

*Jenny Harms*  
Signature  
Date: **4-10-2019**

**JENNY HARMS**  
Printed Name  
E-mail Address: **JENNY.HARMS@DVN.COM**

---

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

OCTOBER 2019  
Date of Survey

*FILIPON F. JARAMILLO*  
Signature  
Certificate Number: **FILIPON F. JARAMILLO, PLS 12797**  
SURVEY NO. 6579

SL

B/F/R

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
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OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number <b>30-025-46786</b>		Pool Code <b>53805</b>	Pool Name <b>SAND DUNES; BONE SPRING, SOUTH</b>
Property Code <b>327016</b>	Property Name <b>PURRITO 18-19 FED COM</b>		Well Number <b>210H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>		Elevation <b>3555.5</b>

Surface Location

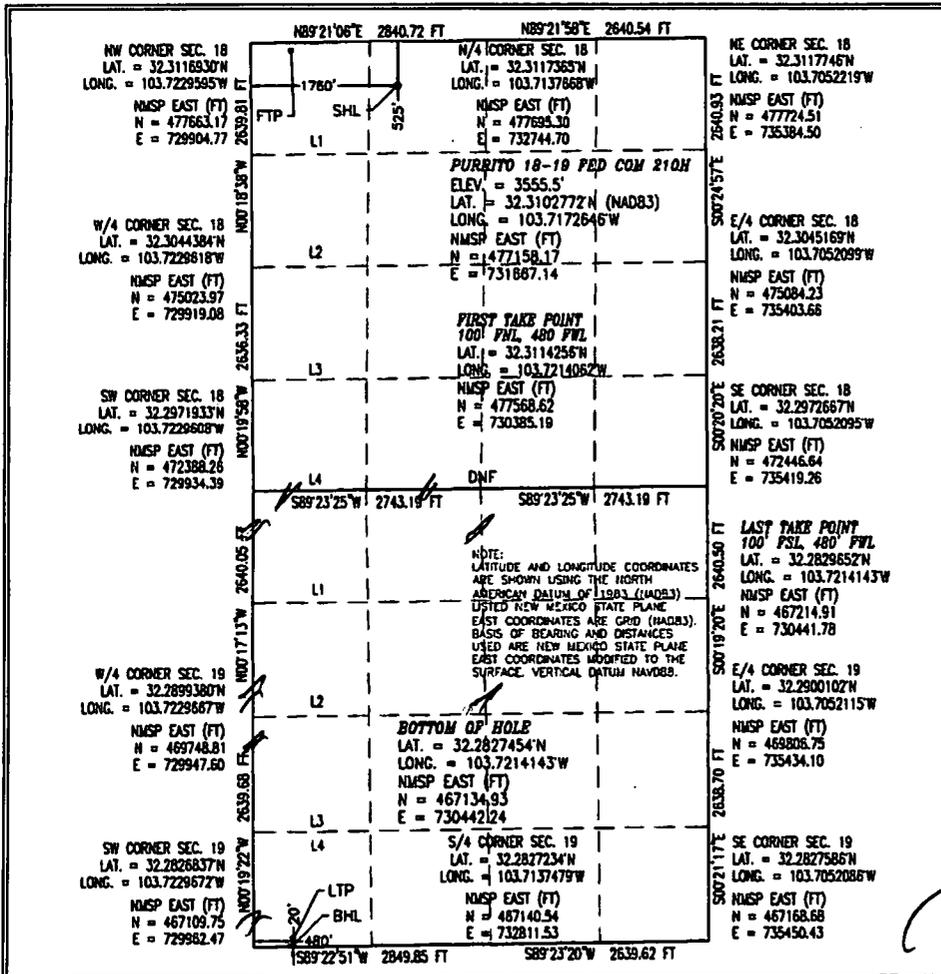
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>18</b>	<b>23S</b>	<b>32E</b>		<b>525</b>	<b>NORTH</b>	<b>1760</b>	<b>WEST</b>	<b>LEA</b>

Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>4</b>	<b>19</b>	<b>23S</b>	<b>32E</b>	<b>4</b>	<b>20</b>	<b>SOUTH</b>	<b>480</b>	<b>WEST</b>	<b>LEA</b>

Dedicated Acres <b>320 345.08</b>	Joint or Infill	Consolidation Code	Order No.
--------------------------------------	-----------------	--------------------	-----------

\*NMOCD REQUESTED TWO PLATS TO SHOW TWO DIFFERENT POOL CODES IN THE WELLBORE\*  
No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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

*Jenny Harms* 5-20-19  
Signature Date

Jenny Harms  
Printed Name  
Jenny.harms@dmr.com  
E-mail Address

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

MAY 10, 2019  
Date of Survey

*FILMON F. JARAMILLO*  
Signature and Seal of Professional Surveyor  
Certificate Number: FILMON F. JARAMILLO, PLS 12797  
PROFESSIONAL SURVEY NO. 7776

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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811 S. First St., Artesia, NM 88210  
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Santa Fe, NM 87505

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HOBBS OCD  
JAN 21 2020  
RECEIVED

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30025-46286</b>	<sup>2</sup> Pool Code <b>53800</b>	<sup>3</sup> Pool Name <b>SAND DUNES;BONE SPRING</b>
<sup>4</sup> Property Code <b>327016</b>	<sup>5</sup> Property Name <b>PURRITO 18-19 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>6</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	
		<sup>8</sup> Well Number <b>210H</b>
		<sup>9</sup> Elevation <b>3555.5</b>

<sup>10</sup> Surface Location

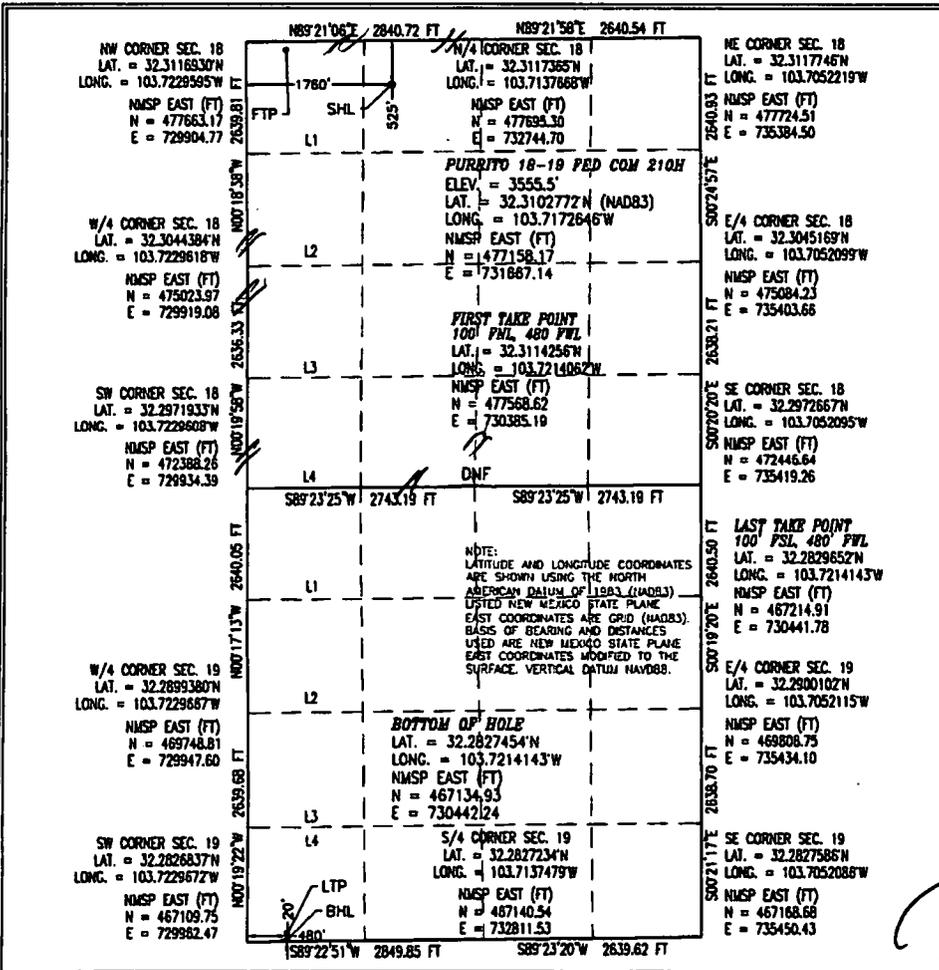
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>18</b>	<b>23S</b>	<b>32E</b>		<b>525</b>	<b>NORTH</b>	<b>1760</b>	<b>WEST</b>	<b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>4</b>	<b>19</b>	<b>23S</b>	<b>32E</b>	<b>4</b>	<b>20</b>	<b>SOUTH</b>	<b>480</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill <b>344.28</b>	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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\*NMOCD REQUESTED TWO PLATS TO SHOW TWO DIFFERNT POOL CODES IN THE WELLBORE\*  
No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



**OPERATOR CERTIFICATION**  
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.  
Signature: *Jenny Harms* Date: 5-20-19  
Printed Name: Jenny Harms  
E-mail Address: Jenny.harms@dvn.com

**SURVEYOR CERTIFICATION**  
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.  
MAY 10, 2019  
Date of Survey  
Signature and Seal of Professional Surveyor: *FILIMON F. JARAMILLO*  
Certificate Number: FILIMON F. JARAMILLO, PLS 12797  
PROFESSIONAL SURVEY NO. 7276

Intent  As Drilled

API # <i>02446796</i>		
Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>PURRITO 18-19 FED COM</b>	Well Number <b>210H</b>

Kick Off Point (KOP)

UL D	Section 18	Township 23S	Range 32E	Lot 1	Feet 200	From N/S FNL	Feet 573	From E/W FWL	County LEA
Latitude <b>32.311189</b>					Longitude <b>-103.721101</b>			NAD <b>83</b>	

First Take Point (FTP)

UL D	Section 18	Township 23S	Range 32E	Lot 1	Feet 100	From N/S NORTH	Feet 480	From E/W WEST	County LEA
Latitude <b>32.3114256</b>					Longitude <b>103.7214062</b>			NAD <b>83</b>	

Last Take Point (LTP)

UL	Section 19	Township 23S	Range 32E	Lot 4	Feet 100	From N/S SOUTH	Feet 480	From E/W WEST	County LEA
Latitude <b>32.2829652</b>					Longitude <b>103.7214143</b>			NAD <b>83</b>	

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

Is this well an infill well?  yes

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



Intent  As Drilled

API # <i>025-46787</i>		
Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>PURRITO 18-19 FED COM</b>	Well Number <b>211H</b>

Kick Off Point (KOP)

UL D	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	18	23S	32E	1	200	FNL	1360	FWL	LEA
Latitude <b>32.311178</b>					Longitude <b>-103.718553</b>				NAD

First Take Point (FTP)

UL D	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	18	23S	32E	1	100	NORTH	1360	WEST	LEA
Latitude <b>32.3114391</b>					Longitude <b>103.7185585</b>				NAD <b>83</b>

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	19	23S	32E	4	100	SOUTH	1360	WEST	LEA
Latitude <b>32.2829775</b>					Longitude <b>103.7185674</b>				NAD <b>83</b>

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

Is this well an infill well?

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I  
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Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

' API Number <b>30-026-46787</b>		' Pool Code <b>53800</b>		' Pool Name <b>SAND DUNES; BONE SPRING</b>	
' Property Code <b>72-7016</b>		' Property Name <b>PURRITO 18-19 FED COM</b>			' Well Number <b>211H</b>
' OGRID No. <b>6137</b>		' Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			' Elevation <b>3555.3</b>

" Surface Location

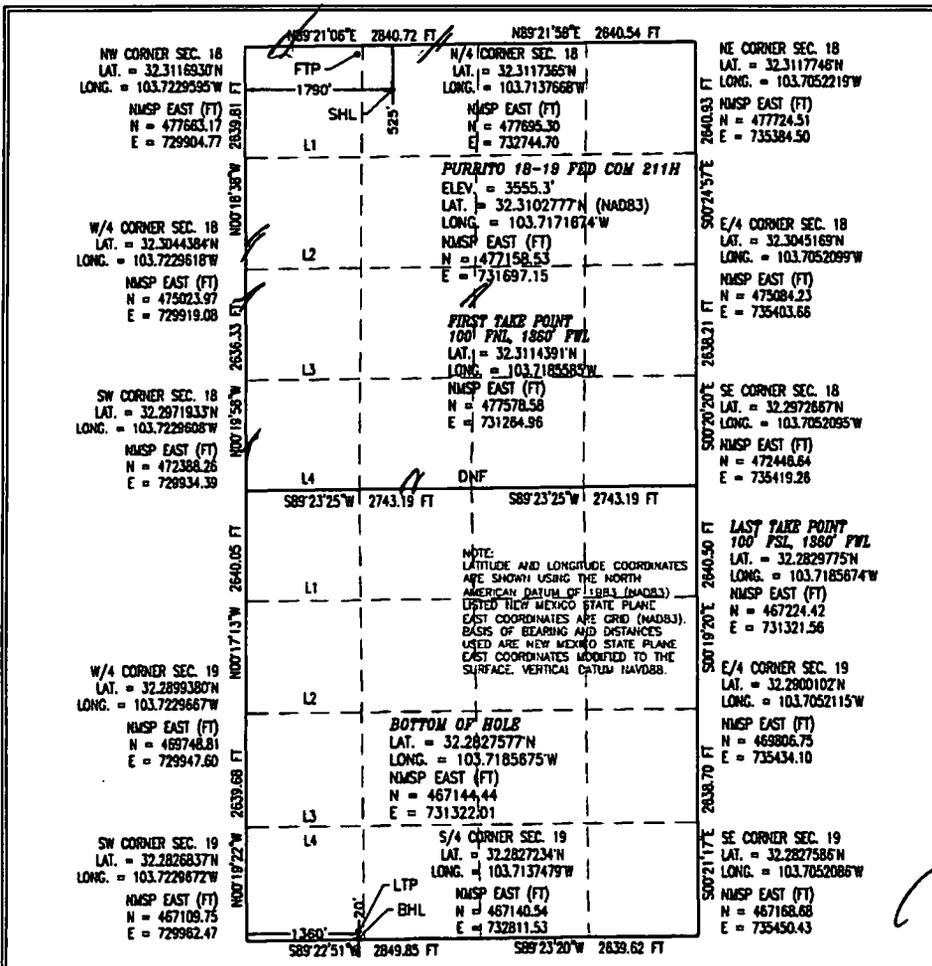
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>525</b>	<b>NORTH</b>	<b>1790</b>	<b>WEST</b>	<b>LEA</b>

" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>4</b>	<b>19</b>	<b>23 S</b>	<b>32 E</b>		<b>20</b>	<b>SOUTH</b>	<b>1360</b>	<b>WEST</b>	<b>LEA</b>

" Dedicated Acres <b>320 344.26</b>	" Joint or Infill	" Consolidation Code	" Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division. \*NMOC REQUESTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE\*



**" OPERATOR CERTIFICATION**

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

*Jenny Harms* 5-20-2019  
Signature Date

**JENNY HARMS**  
Printed Name

**Jenny.harms@dvn.com**  
E-mail Address

**"SURVEYOR CERTIFICATION**

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

MAY 10, 2019  
Date of Survey

**FILMON F. JARAMILLO**  
REGISTERED PROFESSIONAL SURVEYOR  
Certificate Number FILMON F. JARAMILLO, PLS 12797  
SURVEY NO. 7277

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
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1220 South St. Francis Dr.  
Santa Fe, NM 87505

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District Office  
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**HOBS OGD**  
**RECEIVED**  
JAN 21 2020

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30029 46758</b>		2 Pool Code <b>53800</b>		3 Pool Name <b>SAND DUNES; BONE SPRING</b>	
4 Property Code <b>727016</b>		5 Property Name <b>PURRITO 18-19 FED COM</b>			6 Well Number <b>212H</b>
7 OGRID No. <b>6137</b>		8 Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			9 Elevation <b>3556.5</b>

10 Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>525</b>	<b>NORTH</b>	<b>1820</b>	<b>WEST</b>	<b>LEA</b>

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>N</b>	<b>19</b>	<b>23 S</b>	<b>32 E</b>		<b>20</b>	<b>SOUTH</b>	<b>2240</b>	<b>WEST</b>	<b>LEA</b>

12 Dedicated Acres <b>320</b>	13 Joint or Infill <b>344.25</b>	14 Consolidation Code	15 Order No.
----------------------------------	-------------------------------------	-----------------------	--------------

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division. \*NMOC REQUESTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE\*

<p>Diagram showing well location and acreage with coordinates and bearings. Key features include: NW, N/4, W/4, SW, and S/4 corners for sections 18 and 19; bearings such as N89°21'06"E and S89°23'25"W; distances in feet; and well location details like 'PURRITO 18-19 FED COM 212H' and 'BOTTOM OF HOLE'.</p>	<p><b>" OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jenny Harms</i> 3-20-2019 Signature Date</p> <p><b>Jenny Harms</b> Printed Name</p> <p><b>Jenny.harms@dvn.com</b> E-mail Address</p>
	<p><b>"SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 10, 2019 Date of Survey</p> <p><i>FILIMON F. JARAMILLO</i> Signature and Seal of Professional Surveyor</p> <p><b>FILIMON F. JARAMILLO</b> Certificate Number: FILIMON F. JARAMILLO, RCS 12797 PROFESSIONAL SURVEYOR NO. 7278</p>



Intent  As Drilled

API #  
025-46788

Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>PURRITO 18-19 FED COM</b>	Well Number <b>212H</b>
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Kick Off Point (KOP)

UL <b>C</b>	Section <b>18</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Feet <b>200</b>	From N/S <b>FNL</b>	Feet <b>2240</b>	From E/W <b>FWL</b>	County <b>LEA</b>
Latitude <b>32.311165</b>					Longitude <b>-103.715705</b>				NAD <b>83</b>

First Take Point (FTP)

UL <b>C</b>	Section <b>18</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>	From N/S <b>NORTH</b>	Feet <b>2240</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3114525</b>					Longitude <b>103.7157107</b>				NAD <b>83</b>

Last Take Point (LTP)

UL <b>N</b>	Section <b>19</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>	From N/S <b>SOUTH</b>	Feet <b>2240</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.2829898</b>					Longitude <b>103.7157206</b>				NAD <b>83</b>

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

Is this well an infill well?  YES

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of December, 2019 by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M  
W/2 E/2 of Section 18  
 Lea County, New Mexico

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Devon Energy Company, L.P., 333 W Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
5. All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

Devon Energy Production Company, L.P.  
Operator

By: Catherine Sebuck  
Operator/Vice President

1/10/2020  
Date

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 10<sup>TH</sup> day of JANUARY, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



(SEAL)

10/21/23

Lisa Othow  
Notary Public

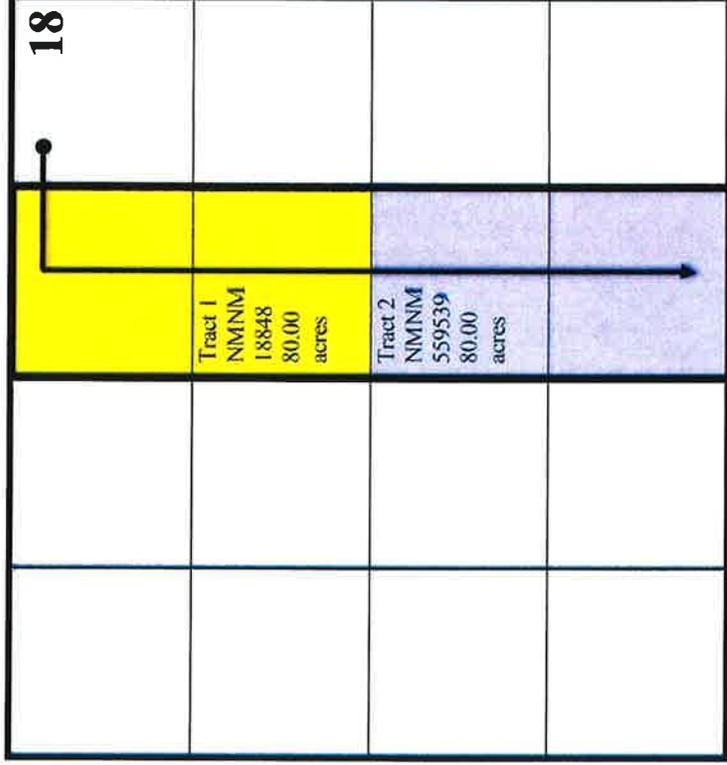
My Commission Expires

**EXHIBIT "A"**

To Communitization Agreement dated December 1, 2019, embracing the following described land in W/2 E/2 of Section 18, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Purrito 18 Fed Com 213H

SHL: 71' FNL, 1,196' FEL  
BHL: 20' FSL, 1,980' FEL



**EXHIBIT “B”**

To Communitization Agreement dated December 1, 2019, embracing the following described land in W/2 E/2 of Section 18, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number: USA NMNM 18848

Description of Land Committed: W/2 NE/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.00

Record Title Owner – Lessee: Chevron USA Inc.

Name of ORRI Owners: Jean C. Oakason Memorial, LLC  
 The Oakason Jr. Company, LC  
 Morris E. Schertz  
 Rolla R. Hinkle III, a single man  
 The EMG Revocable Trust  
 Havers Family Trust  
 Andra Coccimiglio  
 Richardson Mineral and Royalty, LLC  
 Madison M. Hinkle  
 Justin T. Crum  
 Pony Oil Operating, LLC  
 MerPel, LLC  
 TD Minerals LLC

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

**Tract No. 2**

Lease Serial Number: USA NMNM 559539

Description of Land Committed: W/2 SE/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.00  
 Record Title Owner – Lessee: Occidental Permian Limited Partnership  
 Name of ORRI Owners: Innerarity Family Investments, LLC  
 Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

**RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	80.00	50.00000%
Tract No. 2	80.00	50.00000%
<b>Total</b>	<b>160.00</b>	<b>100.00000%</b>

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

1/10/2020  
Date

By: Catherine Lebsack

Name: Catherine Lebsack  
Title: Vice President

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 10<sup>TH</sup> day of JANUARY, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



10/21/23  
My Commission Expires

Lisa Othman  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

2/10/2020 Date By: Guy Plin  
Name: Jacob Velasco  
Title: Chevron USA, Inc.

**ACKNOWLEDGEMENT**

STATE OF Texas )  
COUNTY OF Midland ) ss.

On this 10<sup>th</sup> day of February, 2020, before me, a Notary Public  
for the State of Texas, personally  
Jacob Velasco, known to me to be the Attorney-in-fact of  
Chevron USA Inc., the corporation that executed the foregoing instrument and acknowledged to  
me such corporation executed the same.

(SEAL)



6/29/2022 My Commission Expires  
Petra Wooldridge Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

7/9/2020  
Date

By: John V. Schneider  
Name: John V. Schneider  
Title: Occidental Permian Limited Partnership

**ACKNOWLEDGEMENT**

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

On this 9th day of July, 2020, before me, a Notary Public  
for the State of Texas, personally  
John V. Schneider  
appeared, known to me to be the Attorney-in-Fact of  
Occidental Permian Limited Partnership, the corporation that executed the foregoing instrument  
and acknowledged to me such corporation executed the same.



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

Deleena D. Lang  
Notary Public

**Federal Communitization Agreement**

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

THIS AGREEMENT entered into as of the 1st day of December, 2019 by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 23 South, Range 32 East, N.M.P.M**  
**E/2 E/2 of Section 18**  
**Lea County, New Mexico**

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

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

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

Devon Energy Production Company, L.P.  
Operator

1/10/2020  
Date

By: Catherine Lebsock  
Operator/Vice President 

### ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 10<sup>th</sup> day of January, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/21/23

My Commission Expires



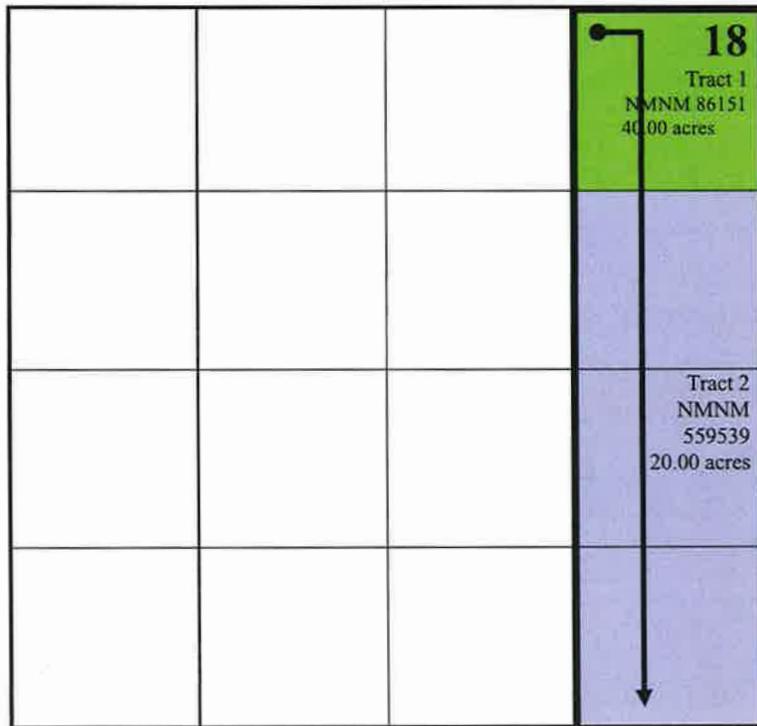
Lisa Othon  
Notary Public

**EXHIBIT "A"**

To Communitization Agreement dated December 1, 2019, embracing the following described land in E/2 E/2 of Section 18, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

Purrito 18 Fed Com 214H

SHL: 71' FNL, 1,166' FEL  
BHL: 20' FSL, 660' FEL



**EXHIBIT "B"**

To Communitization Agreement dated December 1, 2019, embracing the following described land in E/2 E/2 of Section 18, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number:	USA NMNM 86151
Description of Land Committed:	NE/4 NE/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee:	Devon Energy Production Company, L.P
Name of ORRI Owners:	NONE
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

**Tract No. 2**

Lease Serial Number:	USA NMNM 559539
Description of Land Committed:	SE/4 NE/4 and E/2 SE/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	120.00
Record Title Owner – Lessee:	Occidental Permian Limited Partnership
Name and ORRI Owners:	Innerarity Family Investments, LLC
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

**RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	40.00	25.0000%
Tract No. 2	120.00	75.0000%
<b>Total</b>	<b>160.00</b>	<b>100.0000%</b>

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

1/10/2020  
Date

By: Catherine Lebsack

Name: Catherine Lebsack

Title: Vice President *FD*

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 10<sup>TH</sup> day of January, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/21/23



My Commission Expires

Lisa Othon  
Notary Public



Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of December, 2019 by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 23 South, Range 32 East, N.M.P.M**  
**Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2**  
**of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37),**  
**E/2 W/2 of Section 19, Lea County, New Mexico**

Containing **689.36** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

- such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
  8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
  9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
  10. The date of this agreement is December 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
  11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

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

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

Devon Energy Production Company, L.P.  
Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Operator/Vice President

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

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

(SEAL)

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

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

**EXHIBIT "A"**

To Communitization Agreement dated December 1, 2019, embracing the following described land in Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2 of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37), E/2 W/2 of Section 19, N.M.P.M. Lea County, New Mexico.

Purrito 18-19 Fed Com 210H (Infill Well)  
SHL: 525' FNL, 1,760' FWL, Sec 18-23S-32E  
BHL: 20' FSL, 480' FWL, Sec 19-23S-32E

Purrito 18-19 Fed Com 211H (Defining Well)  
SHL: 525' FNL, 1,790' FWL, Sec 18-23S-32E  
BHL: 20' FSL, 1,360' FWL, Sec 19-23S-32E

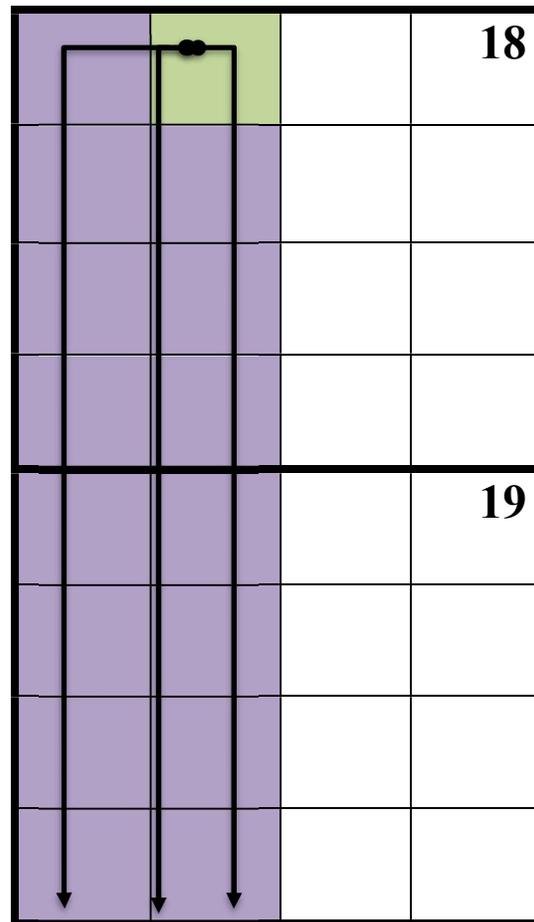
Purrito 18-19 Fed Com 212H (Infill Well)  
SHL: 525' FNL, 1,820' FWL, Sec 18-23S-32E  
BHL: 20' FSL, 2,240' FWL, Sec 19-23S-32E



**Tract 1**  
**NMNM 18848**  
**649.36 acres**



**Tract 2**  
**NMNM 139370**  
**40.00 acres**



**210H 211H 212H**

**EXHIBIT “B”**

To Communitization Agreement dated December 1, 2019, embracing the following described land in Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2 of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37), E/2 W/2 of Section 19, N.M.P.M. Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4, E/2 W/2 of Section 19 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	649.36
Record Title Owner – Lessee:	Chevron USA Inc.
Name and Percent ORRI Owners:	ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

**Tract No. 2**

Lease Serial Number:	USA NMNM 139370
Description of Land Committed:	NE/4 NW/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.
Name and Percent ORRI Owners:	ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

**RECAPITULATION**

<b>TRACT No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	649.36	94.1975%
Tract No. 2	40.00	5.8025%
Total	689.36	100.0000%

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Harms, Jenny](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James](#); [kparadis@blm.gov](mailto:kparadis@blm.gov); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-739  
**Date:** Tuesday, April 6, 2021 1:28:26 PM  
**Attachments:** [PLC739 Order.pdf](#)

NMOCD has issued Administrative Order PLC-739 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-025-46249	Purrito 18 Fed Com #213H	A-18-23S-32E	53800
30-025-46250	Purrito 18 Fed Com #214H	A-18-23S-32E	53800
30-025-46786	Purrito 18 19 Fed Com #210H	C-18-23S-32E	53800 53805
30-025-46787	Purrito 18 19 Fed Com #211H	C-18-23S-32E	53800 53805
30-025-46788	Purrito 18 19 Fed Com #212H	C-18-23S-32E	53800 53805

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

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

**Notice**

Order: PLC-739

Operator: Devon Energy Production Company, LP (6137)

Publication Date:

Date Sent:

**Noticed Persons**

Date	Person	Certified Tracking Number	Status
2/8/2021	ANDRA COCCIMIGLIO	9414 8149 0152 7181 9093 04	Delivered
2/5/2021	MORRIS E SCHERTZ	9414 8149 0152 7181 9093 11	Delivered
2/6/2021	THE OAKASON JR CO LC BANK OF AMERICA NA AC	9414 8149 0152 7181 9093 28	Delivered
2/6/2021	ONRR ROYALTY MANAGEMENT PROGRAM	9414 8149 0152 7181 9093 35	Delivered
2/5/2021	RICHARDSON MINERAL & ROYALTY LLC	9414 8149 0152 7181 9093 42	Delivered
2/6/2021	JEAN C OAKASON MEMORIAL LLC DAVID L PATTEI	9414 8149 0152 7181 9093 59	Delivered
2/10/2021	INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181 9093 66	Delivered
2/5/2021	EILEEN M GROOMS TTEE OF EMG REVOCABLE TRI	9414 8149 0152 7181 9093 73	Delivered
2/9/2021	JUSTIN T CRUM	9414 8149 0152 7181 9093 80	Delivered
2/5/2021	TD MINERALS LLC	9414 8149 0152 7181 9093 97	Delivered
2/5/2021	PEGASUS RESOURCES LLC	9414 8149 0152 7181 9094 03	Delivered
2/5/2021	MCMULLEN MINERALS LLC	9414 8149 0152 7181 9094 10	Delivered
2/5/2021	PONY OIL OPERATING LLC JOHN PAUL MERRITT CI	9414 8149 0152 7181 9094 27	Delivered
2/5/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUI	9414 8149 0152 7181 9094 34	Delivered
2/5/2021	DRAGOON CREEK MINERALS LLC	9414 8149 0152 7181 9094 41	Delivered
2/5/2021	PEGASUS RESOURCES NM LLC	9414 8149 0152 7181 9094 58	Delivered
	BLM	Online	

**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-739**

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

### **CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, and 19.15.12 NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (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) and (C)(4)(h) NMAC.
13. 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 and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

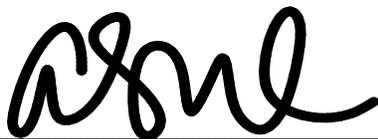
Applicant is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
4. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
5. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to

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

6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
7. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. 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 or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
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. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



\_\_\_\_\_  
**ADRIENNE SANDOVAL**  
**DIRECTOR**  
AS/dm

**DATE:** 4/06/2021

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-739

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Boundary Raider 7 Central Tank Battery 2

Central Tank Battery Location (NMPM): Unit P, Section 7, Township 23 South, Range 32 East

Gas Custody Transfer Meter Location (NMPM): Unit P, Section 7, Township 23 South, Range 32 East

### Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING	53800
SAND DUNES; BONE SPRING, SOUTH	53805

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

Lease	Location (NMPM)	
NMNM 18848	W/2 NE/4	Sec 18-T23S-R32E
NMNM 559539	W/2 SE/4	Sec 18-T23S-R32E
NMNM 86151	NE/4 NE/4	Sec 18-T23S-R32E
NMNM 559539	SE/4 NE/4, E/2 SE/4	Sec 18-T23S-R32E
NMNM 18848	W/2 minus NE/4 NW/4	Sec 18-T23S-R32E
	W/2	Sec 19-T23S-R32E
NMNM 139370	NE/4 NW/4	Sec 18-T23S-R32E

### Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-025-46249	Purrito 18 Fed Com #213H	A-18-23S-32E	53800	
30-025-46250	Purrito 18 Fed Com #214H	A-18-23S-32E	53800	
30-025-46786	Purrito 18 19 Fed Com #210H	C-18-23S-32E	53800 53805	
30-025-46787	Purrito 18 19 Fed Com #211H	C-18-23S-32E	53800 53805	
30-025-46788	Purrito 18 19 Fed Com #212H	C-18-23S-32E	53800 53805	

State of New Mexico  
Energy, Minerals and Natural Resources Department

**Exhibit B**

Order: PLC-739

Operator: Devon Energy Production Company, LP (6137)

**Pooled Areas**

Pooled Area	Location (NMPM)		Acres	Pooled Area ID
CA BS BLM	W/2 E/2	Sec 18-T23S-R32E	160	A
CA BS BLM	E/2 E/2	Sec 18-T23S-R32E	160	B
CA BS BLM	W/2	Sec 18-T23S-R32E	689.36	C
	W/2	Sec 19-T23S-R32E		

**Leases Comprising Pooled Areas**

Lease	Location (NMPM)		Acres	Pooled Area ID
NMNM 18848	W/2 NE/4	Sec 18-T23S-R32E	80	A
NMNM 559539	W/2 SE/4	Sec 18-T23S-R32E	80	A
NMNM 86151	NE/4 NE/4	Sec 18-T23S-R32E	40	B
NMNM 559539	SE/4 NE/4, E/2 SE/4	Sec 18-T23S-R32E	120	B
NMNM 18848	W/2 minus NE/4 NW/4	Sec 18-T23S-R32E	649.36	C
	W/2	Sec 19-T23S-R32E		
NMNM 139370	NE/4 NW/4	Sec 18-T23S-R32E	40	C

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

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

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

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

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

CONDITIONS

Action 18259

**CONDITIONS OF APPROVAL**

Operator:	DEVON ENERGY PRODUCTION COMPAN	333 West Sheridan Ave.	Oklahoma City, OK73102	OGRID:	6137	Action Number:	18259	Action Type:	C-107B
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OCD Reviewer	Condition
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.