



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

September 11, 2024

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

Re: BOA 34 CTB 1
Sec.-T-R: 34-22S-33E
County: Lea Co., New Mexico
Wells: BOA STATE COM 701H & 702H, NORTH THISTLE 3 34 STATE COM 401H - 403H, 504H
Lease: VB-1937, VB-1938, V0-7248, V0-8233

Agreements: Approved E/2 & W/2 Bone Spring CAs, Pending W/2 Wolfcamp CA
Pool: [5170] BELL LAKE;WOLFCAMP, NORTH
[7320] BRINNINSTOOL;BONE SPRING

Dear Mr. Lowe:

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

Working, royalty, and overriding interest owners are identical.

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

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

Sincerely,

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

Rebecca Deal
Regulatory Compliance Professional

Enclosures

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. Devon Energy Production Co., L.P. **OCGRID Number:** 137
Well Name: Multiple - See Attached **API:** Multiple - See Attached
Pool: BELL LAKE;WOLFCAMP, NORTH, BRINNINSTOOL;BONE SPRING **Pool Code:** 5170, 7320
LAKE;WOLFCAMP, NORTH, BRINNINSTOOL;BONE SPRING

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

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

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

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

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

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

Rebecca Deal
 Print or Type Name

Rebecca Deal
 Signature

11/7/2024
 Date

405-288-842928-8429
 Phone Number

rrebecca.deal@dvn.comebecca.deal@dvn.com
 email Address

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

State of New Mexico
Energy, Minerals and Natural Resources

Form C-103
Revised July 18, 2013

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

WELL API NO. 30-025-51520 (Multiple)
5. Indicate Type of Lease STATE [X] FEE []
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name
BOA STATE COM, NORTH THISTLE 3 34 STATE COM
8. Well Number (Multiple)
9. OGRID Number 6137
10. Pool name or Wildcat [5170] BELL LAKE;WOLFCAMP, NORTH [7320] BRINNINSTOOL;BONE SPRING

SUNDRY NOTICES AND REPORTS ON WELLS
(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)
1. Type of Well: Oil Well [X] Gas Well [] Other []
2. Name of Operator Devon Energy Production Co. LP
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102
4. Well Location Unit Letter D : 225 feet from the North line and 823 feet from the West line
Section 34 Township 22S Range 33E NMPM Lea County
11. Elevation (Show whether DR, RKB, RT, GR, etc.)

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:
PERFORM REMEDIAL WORK [] PLUG AND ABANDON []
TEMPORARILY ABANDON [] CHANGE PLANS []
PULL OR ALTER CASING [] MULTIPLE COMPL []
DOWNHOLE COMMINGLE []
CLOSED-LOOP SYSTEM []
OTHER: Surface Commingle [X]
SUBSEQUENT REPORT OF:
REMEDIAL WORK [] ALTERING CASING []
COMMENCE DRILLING OPNS. [] P AND A []
CASING/CEMENT JOB []
OTHER: []

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Devon Energy respectfully requests approval for Lease/Pool Commingling at the BOA 34 CTB 1. This application is necessary due to multiple pools and Communitization Agreements & Lease. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find the included commingle application for the Central Tank Battery of the BOA STATE COM 701H, BOA STATE COM 702H, NORTH THISTLE 3 34 STATE COM 401H, NORTH THISTLE 3 34 STATE COM 402H, NORTH THISTLE 3 34 STATE COM 403H, & NORTH THISTLE 3 34 STATE COM 504H

Spud Date: []

Rig Release Date: []

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 10/30/2024

Type or print name Rebecca Deal E-mail address: rebecca.deal@dvn.com PHONE: 405-228-8429

For State Use Only

APPROVED BY: TITLE DATE

Conditions of Approval (if any):

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

Proposal for **BOA 34 CTB 1:**

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

Approved W/2 WC CA Leases: VB-1937, VB-1938, V0-7248			
Well Name	API	Location	Pool
BOA STATE COM 701H	30-025-51520	D-34-22S-33E - 225 FNL & 823 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH
BOA STATE COM 702H	30-025-51521	D-34-22S-33E - 225 FNL & 883 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH
Approved W/2 BS CA Leases: VB-1937, VB-1938, V0-7248			
Well Name	API	Location	Pool
NORTH THISTLE 3 34 STATE COM 401H	30-025-51439	D-34-22S-33E - 225 FNL & 853 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 402H	30-025-51440	D-34-22S-33E - 225 FNL & 913 FWL	[7320] BRINNINSTOOL;BONE SPRING
Approved E/2 BS CA Leases: VB-1937, VB-1938, V0-7248, V0-8233			
Well Name	API	Location	Pool
NORTH THISTLE 3 34 STATE COM 403H	30-025-51441	A-34-22S-33E - 695 FNL & 1309 FEL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 504H	30-025-51514	A-34-22S-33E - 695 FNL & 1279 FEL	[7320] BRINNINSTOOL;BONE SPRING

CA:

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

Oil & Gas metering:

The Boa 34 CTB 1 central tank battery is in in the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter and the southwest quarter of the northeast quarter and the southeast quarter of the northeast quarter of S34, T22S, R33E in Lea County, New Mexico.

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

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
BOA STATE COM 701H	DVN / *	DVN / *	DVN / *
BOA STATE COM 702H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3 34 STATE COM 401H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3 34 STATE COM 402H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3 34 STATE COM 403H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 3 34 STATE COM 504H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	TARGA / *		
Oil FMP	ENTERPRISE / *		

Meter Owner / Serial Number:

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

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

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

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

WATER ALLOCATION

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

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

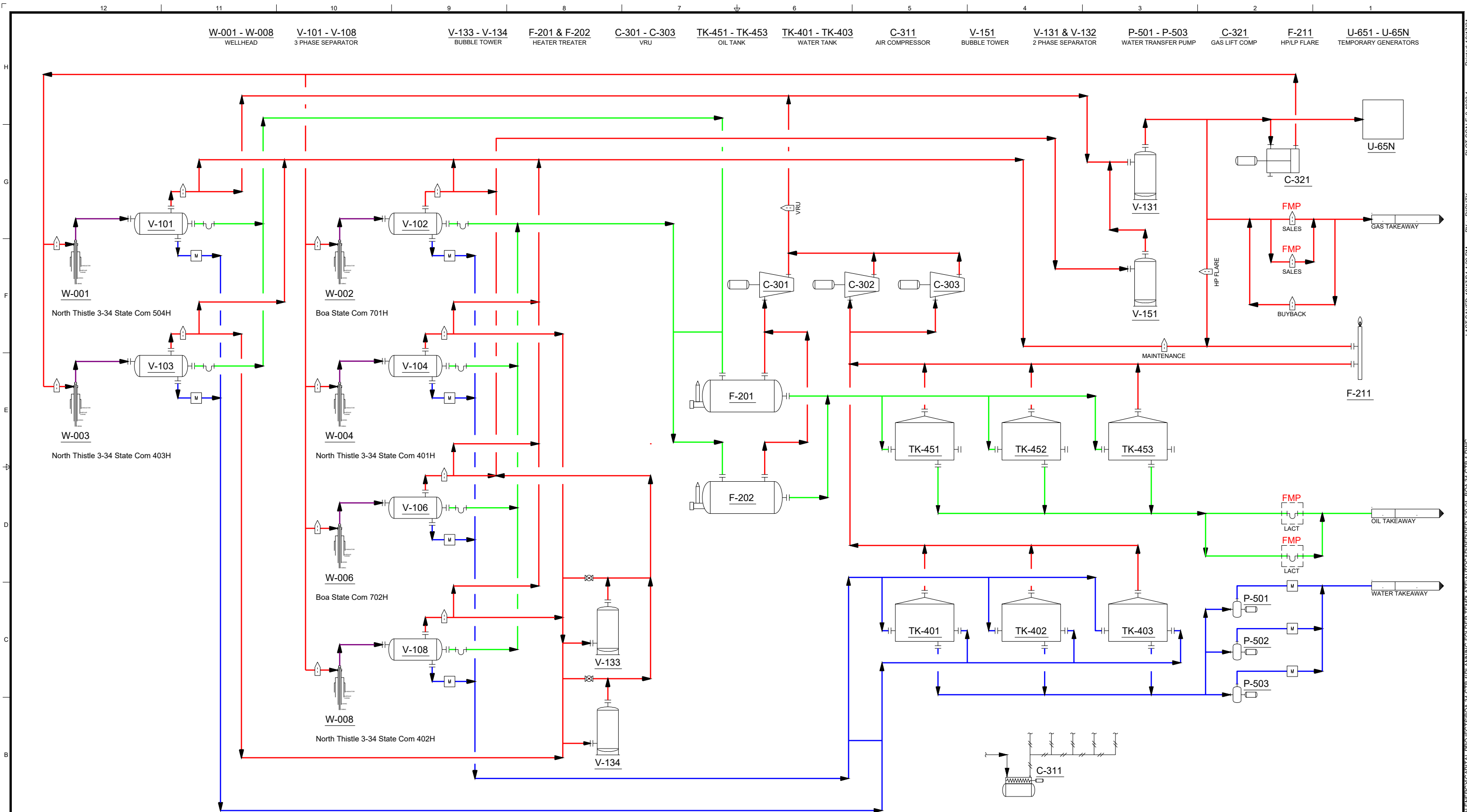
Process and Flow Descriptions:

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

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

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

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



NOTES:

	ORIFICE METER		GAS		FULL WELL STREAM
	CORIOLIS METER		OIL		INSTRUMENT AIR
	MAGNETIC METER		WATER		FEDERAL MEASUREMENT POINT

REV	DESCRIPTION	DATE	DRAWN	APPROV
A	INITIAL RELEASE		KR	PM

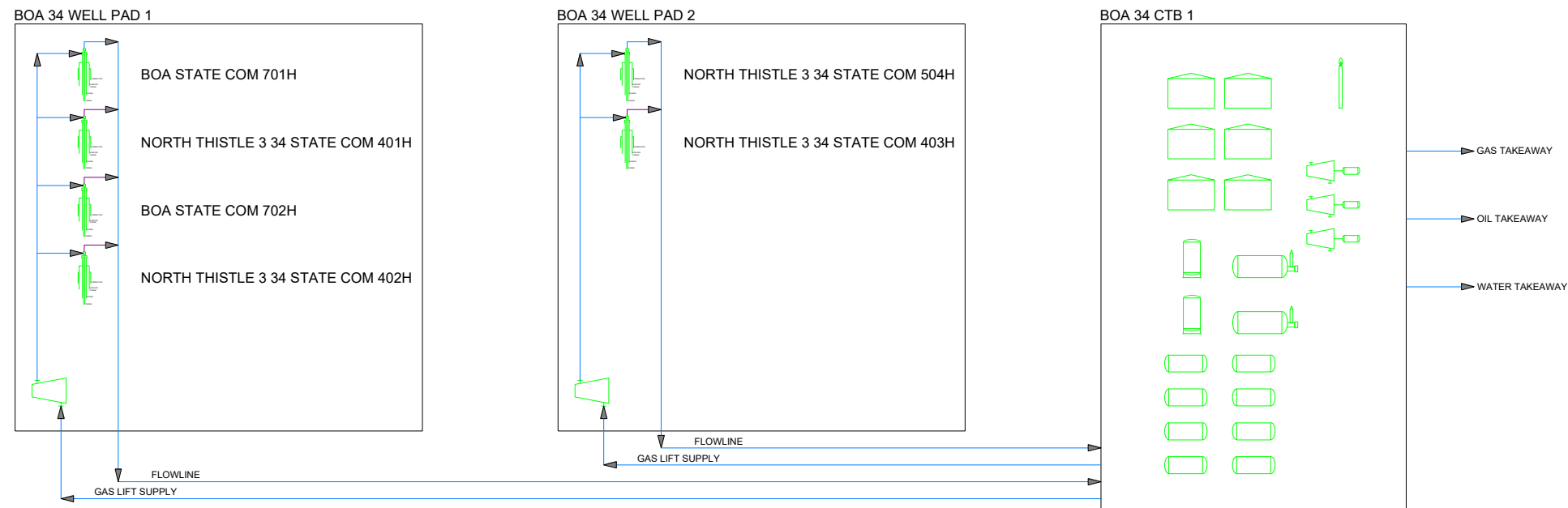
LAT. / LONG. COORDINATES	
GPS: N. _____ -W. _____	
CONFIDENTIAL	
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.	
DRAWN BY: KR	DATE: 01/19/24
ENGINEERED BY: PM	DATE: 01/18/24
WBS PROJECT No.:	
DRAWING No.: 120-01-PFD.dwg	

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

DBBU - SPINE DESIGN - "REV 3.1"
PROCESS FLOW DIAGRAM
BOA 34 CTB 1

FILE NAME: 120-01-PFD

PLotted: 10/17/24
 LAST SAVED: 10/17/24 4:20 PM
 BY: RICHTK
 DWG REV A



- NOTES:**
- EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
 - MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

REV	DESCRIPTION	DATE	DRAWN	APPROV
A	INITIAL RELEASE		KR	GR
DRAWING REVISION				

LAT. / LONG. COORDINATES
 GPS: N. _____ -W. _____
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.

DRAWN BY:	DATE:
KR	08/06/24
ENGINEERED BY:	DATE:
GR	07/29/24
WBS PROJECT No.:	
DRAWING No.:	
120-01-PFD.dwg	



Devon Energy Corporation
 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015
DBBU - SPINE DESIGN - "REV 3.1"
STANDARD PROCESS MAP
BOA 34 CTB 1
 FILE NAME: 120-01-PFD
 DWG REV: A

LAST SAVED: 8/16/24 11:21 AM BY: RICHTK PLOT SCALE: 0.4902:1
 C:\USERS\RICHTK\ONE DRIVE - DEVON ENERGY\CAPITAL PROJECTS\BOA 34 CTB \PLANNING FOLDER TEMPLATE\AUTOCAD\PFDPFD-120-03.DWG

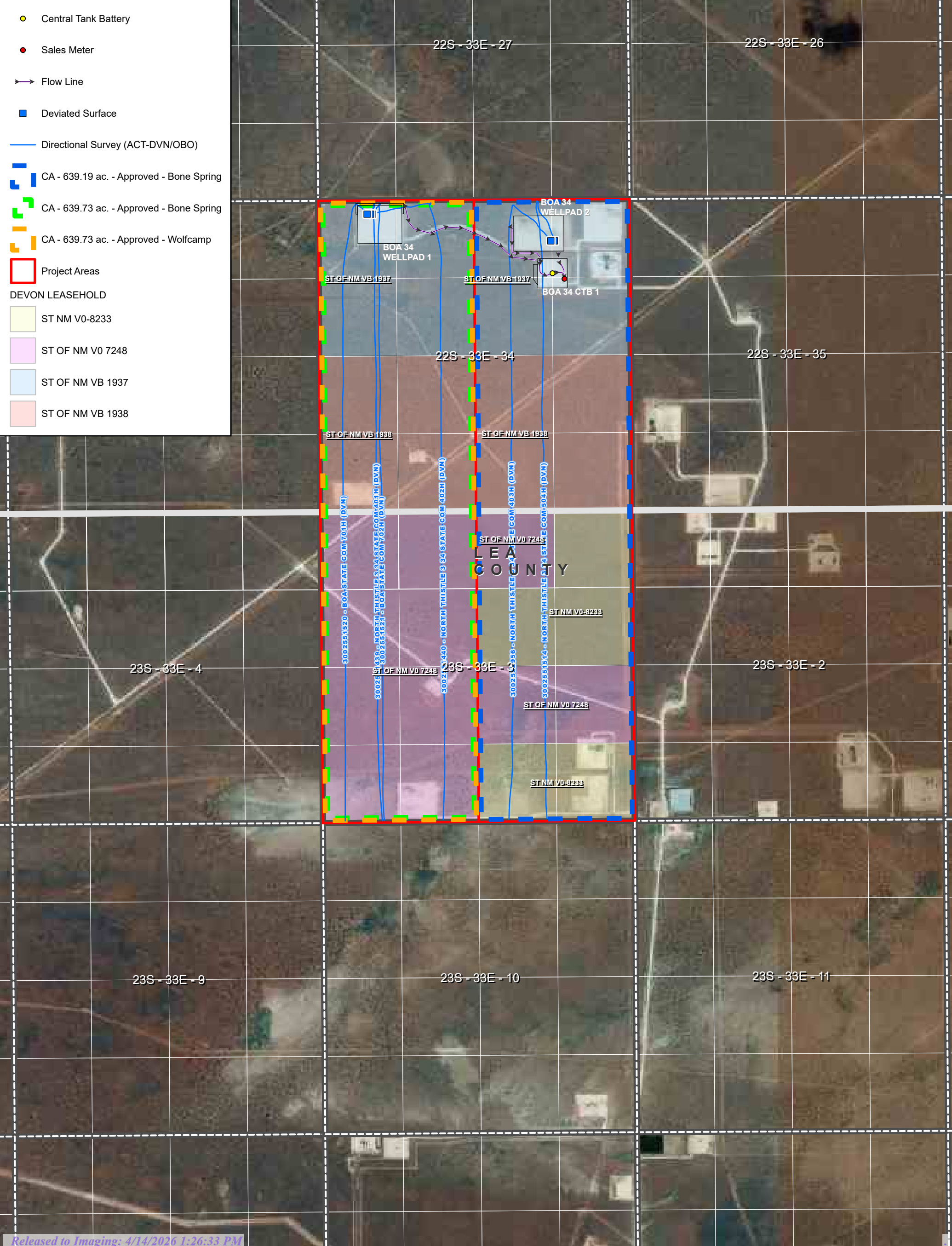
North of 34th Street
401H, 402H, 403H, 504H, AND
BOA STATE COM WELLS 701H, 702H
LEA COUNTY, NEW MEXICO

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

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



- Central Tank Battery
 - Sales Meter
 - Flow Line
 - Deviated Surface
 - Directional Survey (ACT-DVN/OBO)
 - CA - 639.19 ac. - Approved - Bone Spring
 - CA - 639.73 ac. - Approved - Bone Spring
 - CA - 639.73 ac. - Approved - Wolfcamp
 - Project Areas
- DEVON LEASEHOLD
- ST NM V0-8233
 - ST OF NM V0 7248
 - ST OF NM VB 1937
 - ST OF NM VB 1938



Economic Justification Report

BOA 34 CTB 1

Well Name & Number	Type	Lease 1	Royalty Rate	Lease 2 (if applicable)	Royalty Rate	Lease 3 (if applicable)	Royalty Rate	Lease 3 (if applicable)	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
BOA STATE COM 701H	Sweet	VB-1937		VB-1938		V0-7248			2,394	44.8	4,931	1,273
BOA STATE COM 702H	Sweet	VB-1937		VB-1938		V0-7248			2,400	44.8	4,932	1,273
NORTH THISTLE 3 34 STATE COM 401H	Sweet	VB-1937		VB-1938		V0-7248			690	41.7	1,101	1,402
NORTH THISTLE 3 34 STATE COM 402H	Sweet	VB-1937		VB-1938		V0-7248			700	41.7	1,115	1,402
NORTH THISTLE 3 34 STATE COM 403H	Sweet	VB-1937		VB-1938		V0-7248		V0-8233	710	41.7	1,130	1,402
NORTH THISTLE 3 34 STATE COM 504H	Sweet	VB-1937		VB-1938		V0-7248		V0-8233	1,301	41.5	1,588	1,399
These calculations are based off of offset well production and are only a proposal												

Signed: Rebecca Deal Date: 11/5/2024

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
8195.0	26.7	14797.0	784.3

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



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

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

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

February 23rd, 2024

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

Lea County, New Mexico

Dear Ms. Lee,

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

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

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

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

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

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

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

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

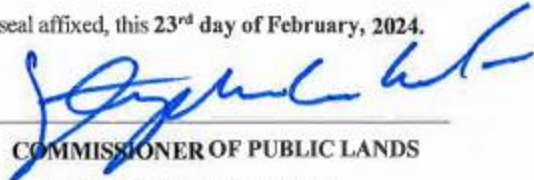
Lea County, New Mexico

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

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

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

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


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

STATE/STATE OR
STATE/FEE
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 25-51521 _____

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this ____ [day] of _____ [month]) February 1, 2023²⁴, 20_, by and between the parties signing below ("Parties"):

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

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

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

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

ONLINE
version

State/State

2024 FEB 14 AM 10:04

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

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

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

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

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

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

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

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

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

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

ONLINE
version

State/State

2024 FEB 14 AM 10:04

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

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

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

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

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

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

ONLINE
version

State/State

2024 FEB 14 AM 10:04

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

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

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

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

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

15. This Agreement shall be binding upon the Parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

ONLINE
version

State/State

2024 FEB 14 AM 10:04

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

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

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

Commissioner of Public Lands: _____ Date: _____

ONLINE
version.

State/State

2024 FEB 14 AM 10:04

EXHIBIT "A"

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

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

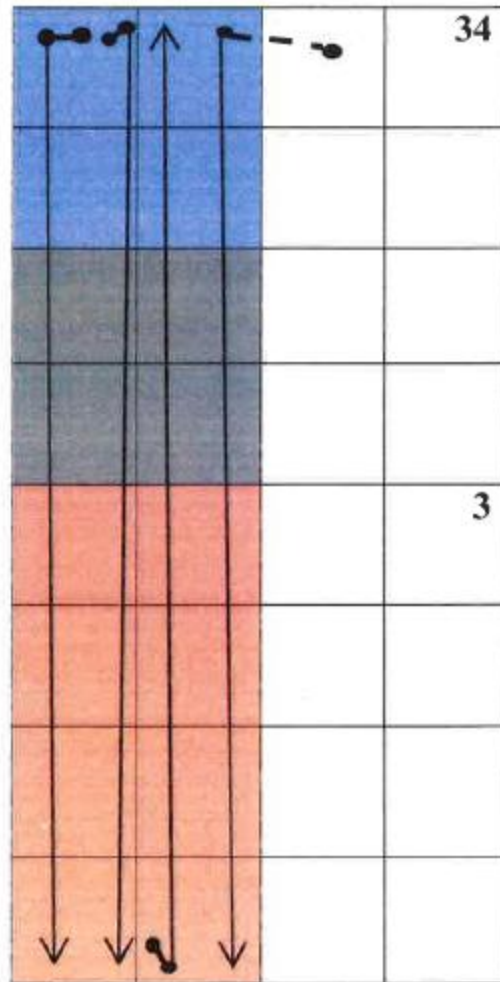
Tract 1:
ST OF NM VB-1937
(160 Acres)



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



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



701H, 702H, 703H, 704H

Boa State Com 701H

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

Boa State Com 702H

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

Boa State Com 703H

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

Boa State Com 704H

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

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

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

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

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

Tract No. 2

Lease Serial Number: VB-1938

Lease Date: November 1, 2010

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Narenta Oil Company

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

Number of Acres: 160.00

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

Royalty Rate: 18.75%

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

ORRI Owners: None

Tract No. 3

Lease Serial Number: V0-7248

Lease Date: December 1, 2004

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Upland Corporation

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

Number of Acres: 319.73

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

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

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

Recapitulation

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

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



RECEIVED

MAR 18 2019

LAND DEPARTMENT

Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

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

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

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

February 28th, 2019

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

Dear Ms. Glass,

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

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

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

Sincerely,

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

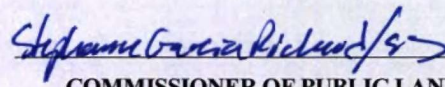
Devon Energy Production Company, LP
North Thistle 3-34 State Com #2H
Vertical Extent: Bone Spring
Township: 23 South, Range: 33 East, NMPM
Section 3 : W2
Township 22 South, Range 33 East NMPM
Section 34: W2
Lea County, New Mexico

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

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

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

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


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

2019 JUN 14 AM 10: 27

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

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

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

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

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

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

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

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

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

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

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

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

2018 MAR 14 AM 10:27

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

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

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

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

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

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

PLAT

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

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

2019 JAN 14 AM 10: 28

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

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

Exhibit "A"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial No. VB-1937

Lease Date: November 1, 2010

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

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

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

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

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

Overriding Royalty Owners: None

Tract 2

Lease Serial No. VB-1938

Lease Date: November 1, 2010

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

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

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

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

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

Overriding Royalty Owners: None

Tract 3

Lease Serial No. V0-7248

2019 JUL 14 AM 10: 28

Lease Date: December 1, 2004

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

Lessee of Record: Chevron USA Inc.

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

Number of Acres: 319.73 acres

Royalty Rate: 16.666667%

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

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

*(8.33333% x 2.5%)

RECAPITULATION

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



Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

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

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

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

February 28th, 2019

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

Dear Ms. Glass,

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

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

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

Sincerely,

Handwritten signature of Stephanie Garcia Richard in blue ink.

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

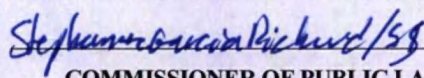
Devon Energy Production Company, LP
North Thistle 3-34 State Com #5H
Vertical Extent: Bone Spring
Township: 23 South, Range: 33 East, NMPM
Section 3 : E2
Township 22 South, Range 33 East NMPM
Section 34: E2
Lea County, New Mexico

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

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

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

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


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

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

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

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

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

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

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

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

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

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

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

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

28

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

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

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

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

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

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

LESSEE OF RECORD:

Cimarex Energy Co.

2019 JAN 14 AM 10:28

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

[Handwritten Signature]

Signature of Authorized Agent

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
COUNTY OF Midland) SS

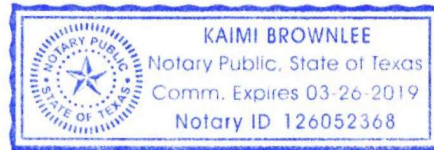
This instrument was acknowledged before me on December 18, 2018, by Roger Alexander, as Attorney-in-fact of Cimarex Energy Co.

[Handwritten Signature]
Notary Public

Printed Name: Kaimi Brownlee

My Commission Expires: 3/26/19

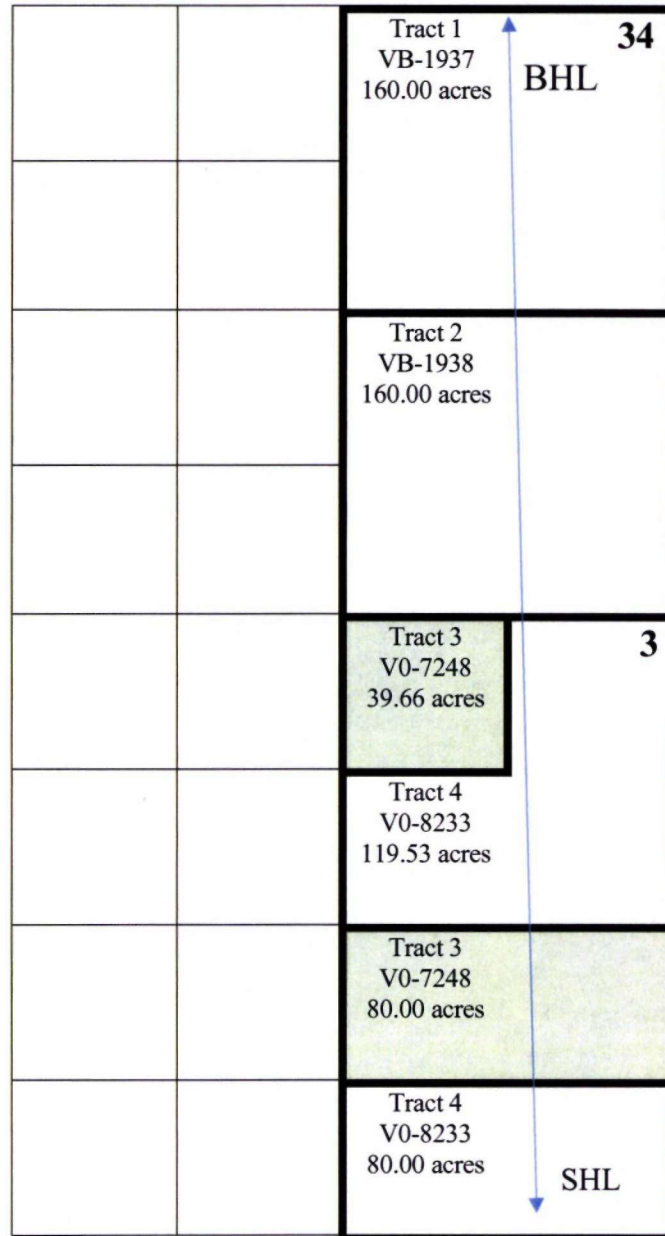
Commission No:
126052368



PLAT

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

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



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

Exhibit "A"

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

2019 JAN 14 AM 10: 28

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

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial No. VB-1937

Lease Date: November 1, 2010

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

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

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

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

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

Overriding Royalty Owners: None

Tract 2

Lease Serial No. VB-1938

Lease Date: November 1, 2010

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

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

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

Number of Acres: 160.00 acres

Royalty Rate: 18.75%

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

Overriding Royalty Owners: None

Tract 3

Lease Serial No. V0-7248

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

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

Lessee of Record: Chevron USA Inc.

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

Number of Acres: 119.66

Royalty Rate: 16.666667%

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

Overriding Royalty Owners: None

Tract 4

Lease Serial No. V0-8233

Lease Date: March 1, 2008

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

Lessee of Record: Cimarex Energy Co.

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

Number of Acres: 199.53 acres

Royalty Rate: 16.666667%

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

Overriding Royalty Owners: The Blanco Company: 8.333333%

RECAPITULATION

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



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

405 228 8788 Phone
 www.devonenergy.com

October 21st, 2024

New Mexico Oil Conversation Division
 1120 South Saint Francis Drive
 Santa Fe, NM 87504

RE: **Boa 34 CTB 1**
 Section 34-22S-33E
 Lea County, New Mexico

Mr. McClure:

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below. Upon review of the title information and Devon's records, please be advised that ownership in each well is identical.

Pending W/2 WC CA			
Well Name	API	Location	Pool
BOA STATE COM 701H	30-025-51520	D-34-22S-33E - 225 FNL & 823 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH
BOA STATE COM 702H	30-025-51521	D-34-22S-33E - 225 FNL & 883 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH
Approved W/2 BS CA -			
Well Name	API	Location	Pool
NORTH THISTLE 3 34 STATE COM 401H	30-025-51439	D-34-22S-33E - 225 FNL & 853 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 402H	30-025-51440	D-34-22S-33E - 225 FNL & 913 FWL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 403H	30-025-51441	A-34-22S-33E - 695 FNL & 1309 FEL	[7320] BRINNINSTOOL;BONE SPRING
NORTH THISTLE 3 34 STATE COM 504H	30-025-51514	A-34-22S-33E - 695 FNL & 1279 FEL	[7320] BRINNINSTOOL;BONE SPRING

If you have any questions, please feel free to contact me directly at 405-228-8788.

Sincerely,

David Broussard
 Senior Staff Landman

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) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code	Property Name BOA STATE COM	Well Number 702H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3585.0'

Surface Location

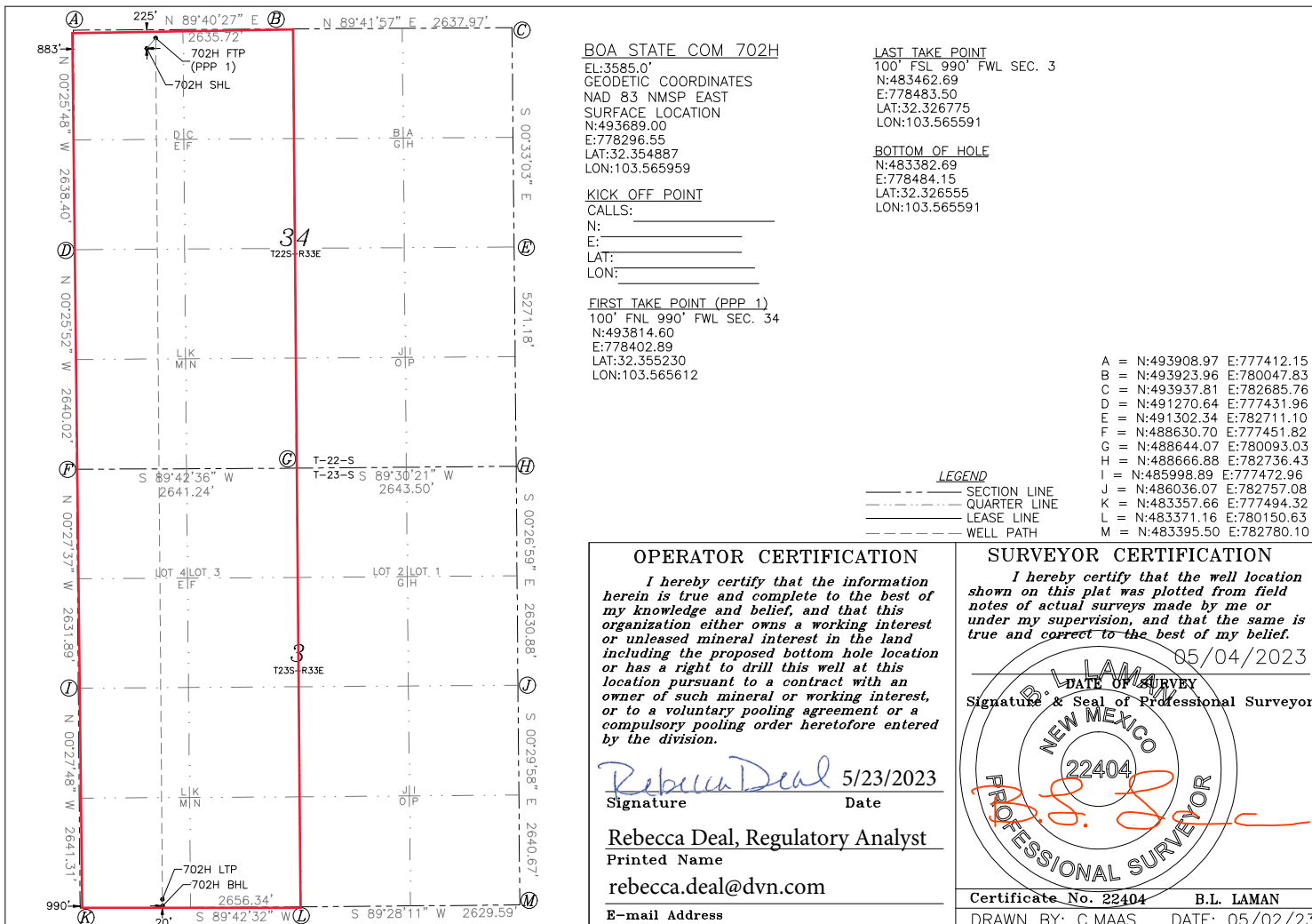
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	34	22-S	33-E		225	NORTH	883	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	3	23-S	33-E		20	SOUTH	990	WEST	LEA

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



Intent As Drilled

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

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		42	FNL	989	FWL	LEA
Latitude					Longitude				NAD
32.3553					-103.5657				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	34	22-S	33-E		100	NORTH	990	WEST	LEA
Latitude					Longitude				NAD
32.355230					103.565612				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	3	23-S	33-E		100	SOUTH	990	WEST	LEA
Latitude					Longitude				NAD
32.326775					103.565591				83

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

Is this well an infill well? N

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code	Property Name BOA STATE COM	Well Number 701H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3584.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	34	22-S	33-E		225	NORTH	823	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	3	23-S	33-E		20	SOUTH	380	WEST	LEA

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

BOA STATE COM 701H
EL: 3584.8'
GEODETIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N:493688.65
E:778236.55
LAT:32.354887
LON:103.566154

KICK OFF POINT
CALLS:
N: _____
E: _____
LAT: _____
LON: _____

FIRST TAKE POINT (PPP 1)
100' FNL 380' FWL SEC. 34
N:493811.13
E:77792.90
LAT:32.355233
LON:103.567587

LAST TAKE POINT
100' FSL 380' FWL SEC. 3
N:483459.59
E:777873.51
LAT:32.326779
LON:103.567566

BOTTOM OF HOLE
N:483379.59
E:777874.15
LAT:32.326559
LON:103.567566

LEGEND

- SECTION LINE
- QUARTER LINE
- LEASE LINE
- WELL PATH

OPERATOR CERTIFICATION

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

Rebecca Deal 5/23/2023
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

SURVEYOR CERTIFICATION

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

05/04/2023
DATE OF SURVEY

Signature & Seal of Professional Surveyor

Certificate No. 22404 B.L. LAMAN

DRAWN BY: C.MAAS DATE: 05/02/23

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: BOA STATE COM	Well Number 701H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		42	FNL	379	FWL	LEA
Latitude 32.3553					Longitude -103.5677				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	34	22-S	33-E		100	NORTH	380	WEST	LEA
Latitude 32.355233					Longitude 103.567587				NAD 83

Last Take Point (LTP)

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

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

Is this well an infill well? Y

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

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

KZ 06/29/2018

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Santa Fe, New Mexico 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-51514	Pool Code 7320	Pool Name BRINNINSTOOL;BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Well Number 504H Elevation 3542.4'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	34	22-S	33-E		695	NORTH	1279	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
0	3	23-S	33-E		20	SOUTH	1510	EAST	LEA

Dedicated Acres 639.19	Joint or Infill	Consolidation Code	Order No.
----------------------------------	------------------------	---------------------------	------------------

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

NORTH THISTLE 3-34 STATE COM 504H

EL: 3542.4'
GEODETIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N: 493236.12
E: 781413.60
LAT: 32.353581
LON: 103.555876

KICK OFF POINT
CALLS: _____
N: _____
E: _____
LAT: _____
LON: _____

FIRST TAKE POINT (PPP 1)
100' FNL 1510' FEL SEC. 34
N: 493829.89
E: 781176.73
LAT: 32.355217
LON: 103.556629

LAST TAKE POINT
100' FSL 1510' FEL SEC. 3
N: 483481.52
E: 781269.29
LAT: 32.326772
LON: 103.556573

BOTTOM OF HOLE
N: 483401.52
E: 781269.99
LAT: 32.326552
LON: 103.556572

LEGEND
- - - SECTION LINE
- - - - - QUARTER LINE
- - - - - LEASE LINE
- - - - - WELL PATH

A = N:493908.97	E:777412.15
B = N:493923.96	E:780047.83
C = N:493937.81	E:782685.76
D = N:491270.64	E:777431.96
E = N:491302.34	E:782711.10
F = N:488630.70	E:777451.82
G = N:488644.07	E:780093.03
H = N:488666.88	E:782736.43
I = N:485998.89	E:777472.96
J = N:486036.07	E:782757.08
K = N:483357.66	E:777494.32
L = N:483371.16	E:780150.63
M = N:483395.50	E:782780.10

OPERATOR CERTIFICATION

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

5/22/2023

Signature: Rebecca Deal Date: _____

Printed Name: Rebecca Deal

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

SURVEYOR CERTIFICATION

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

05/14/2023

DATE OF SURVEY: _____

Signature: [Signature] Professional Surveyor

L. LAMAN

NEW MEXICO

PROFESSIONAL SURVEYOR

22404

Certificate No. 22404 B.L. LAMAN

DRAWN BY: C.MAAS DATE: 05/12/23

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 504H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		42	FNL	1509	FEL	LEA
Latitude					Longitude				NAD
32.3553					-103.5567				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	34	22-S	33-E		100	NORTH	1510	EAST	LEA
Latitude					Longitude				NAD
32.355217					103.556629				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	3	23-S	33-E		100	SOUTH	1510	EAST	LEA
Latitude					Longitude				NAD
32.326772					103.556573				83

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

Is this well an infill well? Y

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: North Thistle 3-34 State Com	Well Number 5H

KZ 06/29/2018

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

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

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

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-51439	Pool Code 7320	Pool Name BRINNINSTOOL;BONE SPRING
Property Code 322229	Property Name NORTH THISTLE 3-34 STATE COM	Well Number 401H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3584.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	34	22-S	33-E		225	NORTH	853	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	3	23-S	33-E		20	SOUTH	950	WEST	LEA

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

NORTH THISTLE 3-34 STATE COM 401H
 EL: 3584.8'
 GEODETIC COORDINATES
 NAD 83 NMSP EAST
 SURFACE LOCATION
 N: 493688.82 E: 778266.55
 LAT: 32.354887 LON: 103.566056
 KICK OFF POINT
 CALLS: 49' FNL, 95' FWL
 N: 493864.2 E: 778364
 LAT: 32.3553 LON: -103.5658
 FIRST TAKE POINT (PPP 1)
 100' FNL 950' FWL SEC. 34
 N: 493814.37 E: 778562.89
 LAT: 32.355230 LON: 103.565742

LAST TAKE POINT
 100' FSL 950' FWL SEC. 3
 N: 483462.49 E: 778443.50
 LAT: 32.326776 LON: 103.565721

BOTTOM OF HOLE
 N: 483382.49 E: 778444.15
 LAT: 32.326556 LON: 103.565721

LEGEND
 - - - SECTION LINE
 - - - - - QUARTER LINE
 - - - - - LEASE LINE
 - - - - - WELL PATH

OPERATOR CERTIFICATION
 I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
 Signature: *Rebecca Deal* Date: 11/20/2023
 Printed Name: Rebecca Deal, Regulatory Analyst
 E-mail Address: Rebecca.deal@dvn.com

SURVEYOR CERTIFICATION
 I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
 03/28/2023
 DATE OF SURVEY
 Signature & Seal of Professional Surveyor
 ALBERT R. DEHOYOS
 NEW MEXICO
 PROFESSIONAL SURVEYOR
 23261
 Certificate No. 23261 A. DeHOYOS
 DRAWN BY: C.MAAS DATE: 11/02/23

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 401H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		49	FNL	951	FWL	LEA
Latitude					Longitude				NAD
32.3553					-103.5658				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	34	22-S	33-E		100	NORTH	950	WEST	LEA
Latitude					Longitude				NAD
32.355230					103.565742				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	3	23-S	33-E		100	SOUTH	950	WEST	LEA
Latitude					Longitude				NAD
32.326776					103.565721				83

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

Is this well an infill well? Y

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

API #		
Operator Name: Devon Energy Production Company, L.P.	Property Name: North Thistle 3 34 State Com	Well Number 2H

KZ 06/29/2018

Intent As Drilled

API # 30-025-51440	Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		Property Name: NORTH THISTLE 3-34 STATE COM		Well Number 402H
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Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		52	FNL	2041	FWL	LEA
Latitude 32.3553					Longitude -103.5623				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	34	22-S	33-E		100	NORTH	2040	WEST	LEA
Latitude 32.355226					Longitude 103.562212				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	3	23-S	33-E		100	SOUTH	2040	WEST	LEA
Latitude 32.326769					Longitude 103.562192				NAD 83

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

Is this well an infill well? Y

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

API #	Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.		Property Name: North Thistle 3-34 State Com		Well Number 2H
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KZ 06/29/2018

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

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

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number		Pool Code	Pool Name	
		7320	BRINNINSTOOL; BONE SPRING	
Property Code	Property Name		Well Number	
333986	NORTH THISTLE 3-34 STATE COM		403H	
OGRID No.	Operator Name		Elevation	
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.		3542.9'	

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	34	22-S	33-E		695	NORTH	1339	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
0	3	23-S	33-E		20	SOUTH	2040	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
639.19			

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

Diagram details: Section 34, Township 22-S, Range 33-E. Well location marked with 403H (PPP 1) and 403H SHL. Bearings include N 89°40'27" E 2635.72', N 89°41'57" E 2637.97', S 00°33'03" E 5271.18', S 00°26'59" E 2630.88', S 00°29'58" E 2640.67', S 89°28'11" W 2629.59', S 89°42'36" W 2641.24', T-22-S, T-23-S, S 89°30'21" W 2643.50', LOT 1 LOT 3 EIF, LOT 2 LOT 1 GIH, T23S-R33E, T22S-R33E, LK MIN, JI OIP.

NORTH THISTLE 3-34 STATE COM 403H

EL: 3542.9'
 GEODETIC COORDINATES
 NAD 83 NMSP EAST
 SURFACE LOCATION
 N: 493235.80
 E: 781353.45
 LAT: 32.353581
 LON: 103.556071

KICK OFF POINT
 CALLS: _____
 N: _____
 E: _____
 LAT: _____
 LON: _____

FIRST TAKE POINT (PPP 1)
 100' FSL 2040' FEL SEC. 34
 N: 493827.10
 E: 780646.73
 LAT: 32.355220
 LON: 103.558346

LAST TAKE POINT
 100' FSL 2040' FEL SEC. 3
 N: 483476.62
 E: 780739.32
 LAT: 32.326769
 LON: 103.558289

BOTTOM OF HOLE
 N: 483396.62
 E: 780740.01
 LAT: 32.326549
 LON: 103.558288

A = N:493908.97 E:777412.15
 B = N:493923.96 E:780047.83
 C = N:493937.81 E:782685.76
 D = N:491270.64 E:777431.96
 E = N:491302.34 E:782711.10
 F = N:488630.70 E:777451.82
 G = N:488644.07 E:780093.03
 H = N:488666.88 E:782736.43
 I = N:485998.89 E:777472.96
 J = N:486036.07 E:782757.08
 K = N:483357.66 E:777494.32
 L = N:483371.16 E:780150.63
 M = N:483395.50 E:782780.10

OPERATOR CERTIFICATION

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

Rebecca Deal 5/20/2024
 Signature Date

Rebecca Deal
 Printed Name
 rebecca.deal@dvn.com
 E-mail Address

SURVEYOR CERTIFICATION

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

05/20/2024
 DATE OF SURVEY

Signature & Seal of Professional Surveyor
 ALBERT R. DEHOYOS
 NEW MEXICO
 23261
 PROFESSIONAL SURVEYOR

Certificate No. 29261 ALBERT R. DeHoyos
 DRAWN BY: C.MAAS DATE: 05/17/24

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: NORTH THISTLE 3-34 STATE COM	Well Number 403H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	34	22S	33E		54	FNL	2039	FEL	Lea
Latitude					Longitude				NAD
32.3553					-103.5584				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	34	22-S	33-E		100	NORTH	2040	EAST	LEA
Latitude					Longitude				NAD
32.355220					103.558346				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	3	23-S	33-E		100	SOUTH	2040	EAST	LEA
Latitude					Longitude				NAD
32.326769					103.558289				83

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

Is this well an infill well? Y

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: North Thistle 3-34 State Com	Well Number 5H

KZ 06/29/2018



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

November 7th, 2024

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

To Whom It May Concern:

Please find enclosed the SLO Commingle Application for the Boa 34 CTB 1, application fee check of \$150.00.

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

A handwritten signature in blue ink that reads "Rebecca Deal".

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

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

Enclosures

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

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

ORDER NO. PLC-1115

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant did not give adequate notice that it sought authorization to prospectively include additional pools, leases, or wells as required by 19.15.12.10(C)(4)(g) NMAC.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

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

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

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
11. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10(C)(4)(g) NMAC is denied.
12. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

Albert Chang

DATE: 04/10/2026

**ALBERT C. S. CHANG
DIRECTOR**

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1115
Operator: Devon Energy Production Company, LP (6137)
Central Tank Battery: BOA 34 Central Tank Battery 1
Central Tank Battery Location: UL A, B, G, H, Section 34, Township 22 South, Range 33 East
Gas Title Transfer Meter Location: UL A, B, G, H, Section 34, Township 22 South, Range 33 East

Pools

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

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp SLO 204811 PUN 1403068	W2	34-22S-33E
	W2	03-23S-33E
CA Bone Spring SLO 203885 PUN 1376006	W2	34-22S-33E
	W2	03-23S-33E
CA Bone Spring SLO 203886 PUN 1376017	E2	34-22S-33E
	E2	03-23S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-51520	BOA STATE COM #701H	W2	34-22S-33E	5170
		W2	03-23S-33E	
30-025-51521	BOA STATE COM #702H	W2	34-22S-33E	5170
		W2	03-23S-33E	
30-025-51439	NORTH THISTLE 3 34 STATE COM #401H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-51440	NORTH THISTLE 3 34 STATE COM #402H	W2	34-22S-33E	7320
		W2	03-23S-33E	
30-025-51441	NORTH THISTLE 3 34 STATE COM #403Y	E2	34-22S-33E	7320
		E2	03-23S-33E	
30-025-51514	NORTH THISTLE 3 34 STATE COM #504H	E2	34-22S-33E	7320
		E2	03-23S-33E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 400499

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 400499
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	4/14/2026