



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

March 24th, 2023

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

**Re: Central Tank Battery: BOUNDARY RAIDER 6 CTB 3**  
**Sec.-T-R: 6-23S-32E**  
**County: Lea Co., New Mexico**  
**Wells: BOUNDARY RAIDER 6-7 FED COM 611H – 613H, & 711H – 713H**  
**Lease: All 12.5% - NMNM63994, NMNM132067, NMNM62223, NMNM86151, NMNM18848, & NMNM559539**  
**Agreements: Bone Spring CA NMNM 138276, Wolfcamp CAs Pending**  
**Pool: [53800] SAND DUNES; BONE SPRING [98248] WC-025 G-08 S243217P; UPR WOLFCAMP [98296] WC-025 G-09 S223219D; WOLFCAMP**

Dear Mr. McClure:

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

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

A copy of the submitted Bureau of Land Management application is attached.

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,

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., LP **OGRID Number:** 6137  
**Well Name:** Boundary Raider 611H - 613H & 711H - 713H See Attached **API:** See Attached  
**Pool:** See Attached **Pool Code:** See Attached

**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

<b>FOR OCD ONLY</b>
<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

Signature

3/24/2023

405-228-8429

Phone Number

Rebecca.deal@divn.com

e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

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

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

LEASE TYPE:  Fee  State  Federal

Is this an Amendment to existing Order?  Yes  No If "Yes", please include the appropriate Order No. PLC-768  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
 Yes  No

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Specialist DATE: 3/24/2023

TYPE OR PRINT NAME: Rebecca Deal TELEPHONE NO.: 228-8429

E-MAIL ADDRESS: rebecca.deal@dvn.com

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

Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution

**Proposal for BOUNDARY RAIDER 6 CTB 3**

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

Pending WC CA. Leases (all 12.5%): NMNM63994, NMNM132067, NMNM62223, NMNM86151, NMNM18848, & NMNM559539			
BOUNDARY RAIDER 6-18 FED COM 712H	30-025-47706	C-06-23S-32E - 250 FNL & 2435 FWL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP

Bone Spring CA NMNM 138276. Leases (all 12.5%): NMNM63994, NMNM62223, & NMNM86151			
BOUNDARY RAIDER 6-7 FED COM 611H	30-025-47569	D-06-23S-32E - 235 FNL & 740 FWL	[53800] SAND DUNES; BONE SPRING

Wolfcamp CA NMNM143713. Leases (all 12.5%): NMNM63994, NMNM62223, NMNM132067, & NMNM86151			
BOUNDARY RAIDER 6-7 FED COM 612H	30-025-47570	C-06-23S-32E - 250 FNL & 2405 FWL	[98296] WC-025 G-09 S223219D; WOLFCAMP
BOUNDARY RAIDER 6-7 FED COM 711H	30-025-47571	D-06-23S-32E - 235 FNL & 770 FWL	[98296] WC-025 G-09 S223219D; WOLFCAMP

Pending WC CA. Leases (all 12.5%): NMNM63994, NMNM62223, NMNM86151, NMNM559539 & NMNM132067 (612H only)			
BOUNDARY RAIDER 6-18 FED COM 613H	30-025-48183	A-06-23S-32E - 375 FNL & 1070 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP
BOUNDARY RAIDER 6-18 FED COM 713H	30-025-47812	G-07-23S-32E 2630 FNL & 1845 FEL	[98248] WC-025 G-08 S243217P; UPR WOLFCAMP

**CA:**

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

- Wolfcamp CA NMNM 143713– 686.20 acs - Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.
- Pending CA - 479.59 Wolfcamp -Lot 1 (39.59), SE4NE4, and E2SE4 of Section 6, and E2E2 of Section 7, and E2E2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico.
- Pending CA - 479.71 Wolfcamp - Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico
- Bone Spring CA NMNM138276 - Lot 4-7, Sec 6 & Sec 7, Lot 1-4, 23S-32E, containing 366.39 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

**Oil & Gas metering:**

The Boundary Raider 6 CTB 3, is located in Lot 2 OF S6, T23S, R32E in Lea County, New Mexico.

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

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

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater

Treater(s) and then ULPS(s) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
BOUNDARY RAIDER 6-7 FED COM 611H	DVN / *	DVN / *	DVN / *
BOUNDARY RAIDER 6-18 FED COM 712H	DVN / *	DVN / *	DVN / *
BOUNDARY RAIDER 6-7 FED COM 711H	DVN / *	DVN / *	DVN / *
BOUNDARY RAIDER 6-7 FED COM 612H	DVN / *	DVN / *	DVN / *
BOUNDARY RAIDER 6-18 FED COM 613H	DVN / *	DVN / *	DVN / *
BOUNDARY RAIDER 6-18 FED COM 713H	DVN / *	DVN / *	DVN / *
Common Meters			
<b>VRU Allocation</b>	DVN / *		
<b>Gas FMP</b>	DCP / *		
<b>Oil FMP</b>	ENLINK / *		

Meter Owner / Serial Number:

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

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

**Process and Flow Descriptions:**

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

The proposed commingling is appropriate based on the BLM’s guidance in IM NMPO 2013-02 & 43 CFR 3173.14. The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed

commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty. 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)

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

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

Date: 3/10/2023

## **Additional information:**

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). Please reference page 1.
3. A proposed allocation agreement (including allocation of produced water) that includes:  
Information provided on Allocation Methodology Attachment.
  - a. An allocation methodology
  - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
  - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:
    - i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2–2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2–2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.

Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.

- d. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved)
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes: Please see Lease Map

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

## 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**

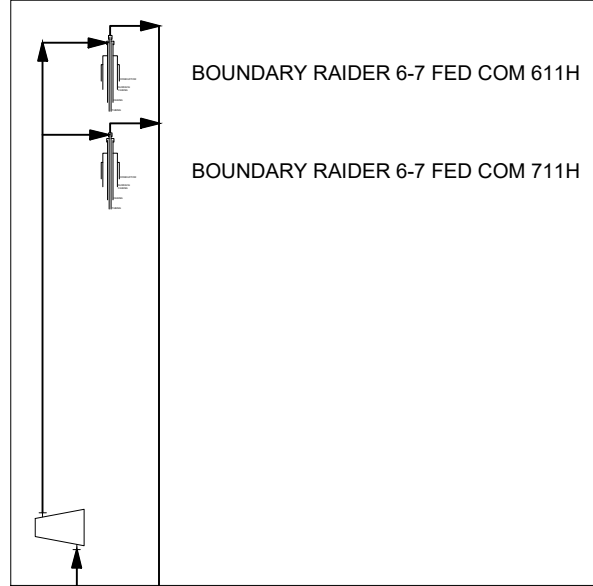
Each well has a water meter measuring the volume of water produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Transferred Volume back to each well.

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.

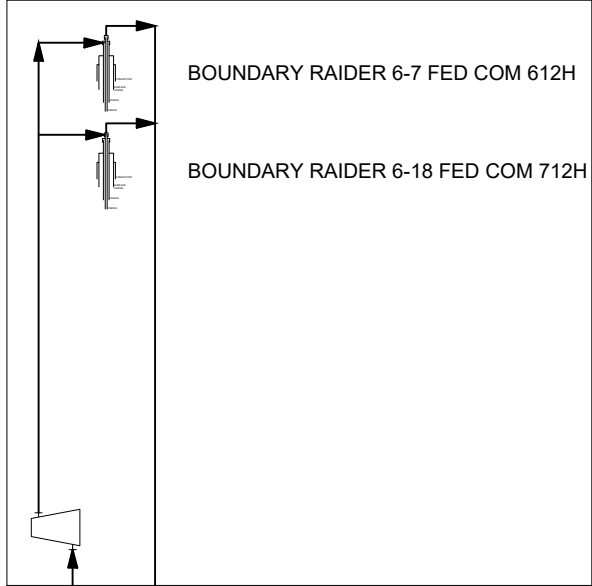


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Released to Imaging: 4/17/2026 1:44:14 PM

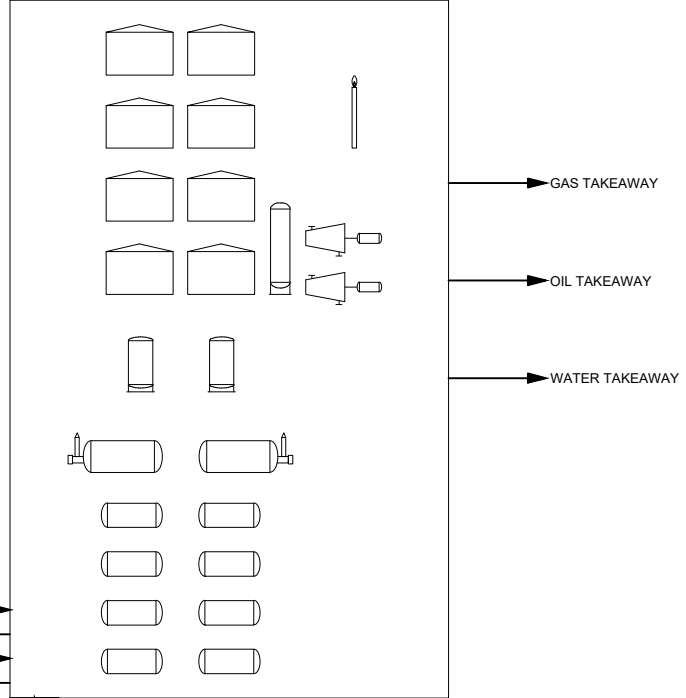
**BOUNDARY RAIDER 6 WELL PAD 1**



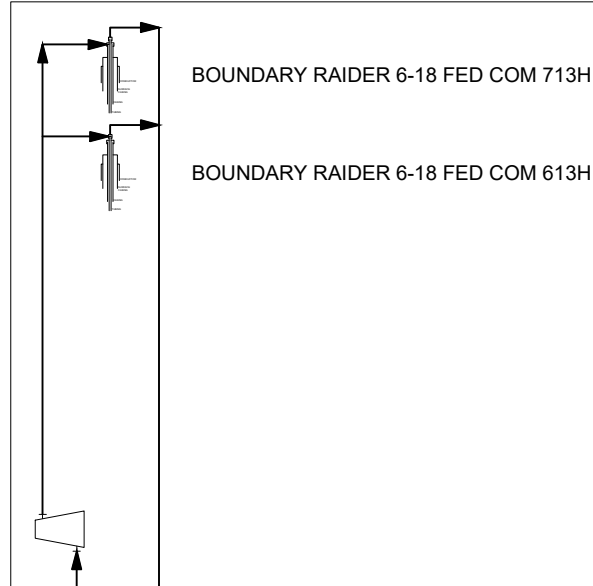
**BOUNDARY RAIDER 6 WELL PAD 2**



**BOUNDARY RAIDER 6 CTB 3**



**BOUNDARY RAIDER 6 WELL PAD 3**



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

REV	DESCRIPTION	DATE	BY	APPROVED

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		

DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	#####
DRAWING No.:	ST-120-02

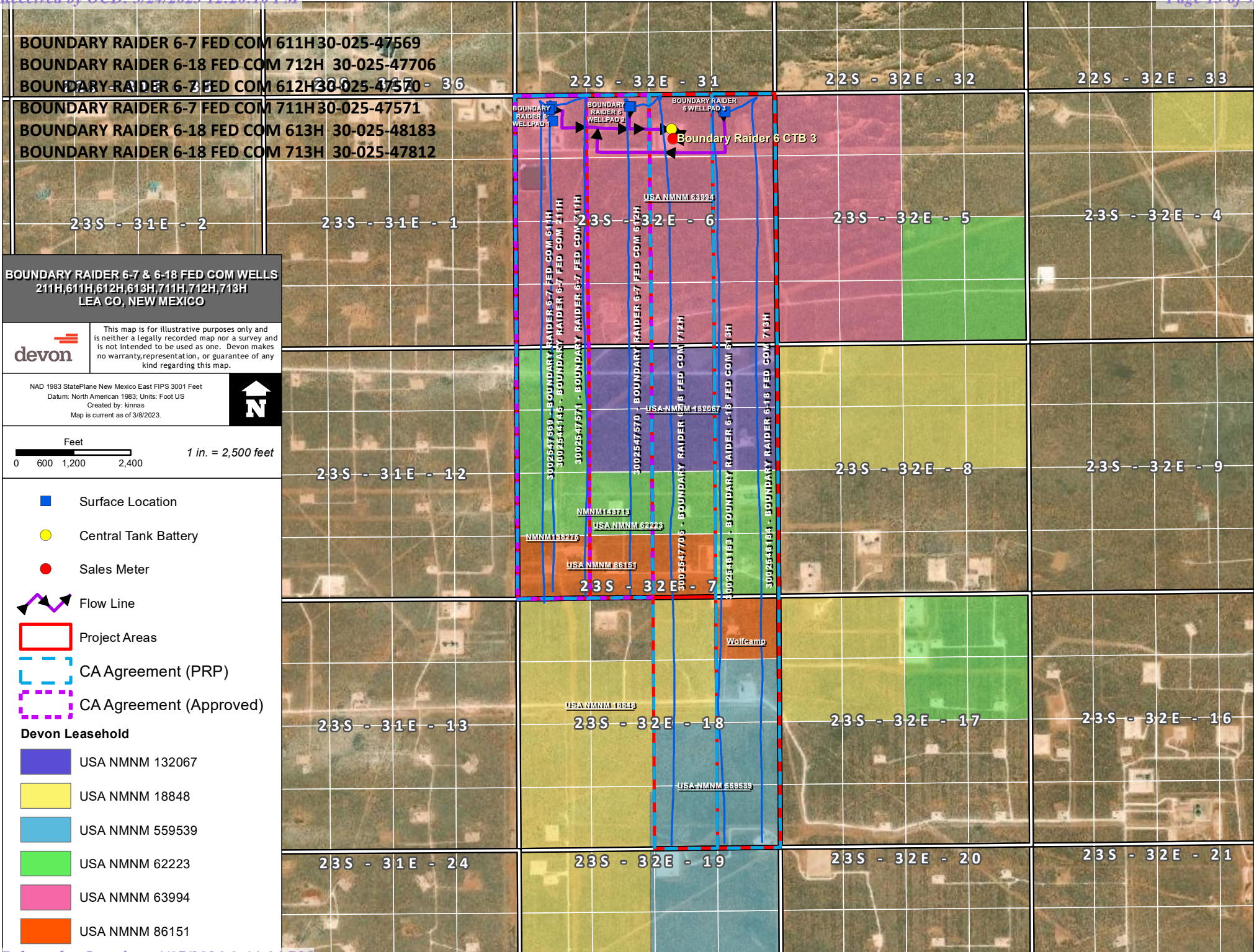


**Devon Energy Corporation**  
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

**BOUNDARY RAIDER 6 CTB 3**  
**STANDARD PROCESS MAP**

FILE NAME: STD-120-02

PLOT SCALE: 0.5121  
W:\USA\CORP\KAL\DATA\ENR\TECHNOLOGY\DRAWING\0002 ARTESIA NW\TDBBU\DEBU - PRODUCTION FACILITIES - SPINE DESIGN\PI\ASB\SKVED05-120-02.DWG 3/25/23 8:35:23 AM



BOUNDARY RAIDER 6-7 FED COM 611H 30-025-47569  
 BOUNDARY RAIDER 6-18 FED COM 712H 30-025-47706  
 BOUNDARY RAIDER 6-7 FED COM 612H 30-025-47570 - 36

BOUNDARY RAIDER 6-7 FED COM 711H 30-025-47571  
 BOUNDARY RAIDER 6-18 FED COM 613H 30-025-48183  
 BOUNDARY RAIDER 6-18 FED COM 713H 30-025-47812

**BOUNDARY RAIDER 6-7 & 6-18 FED COM WELLS**  
 211H,611H,612H,613H,711H,712H,713H  
 LEA CO, 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.

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet  
 Datum: North American 1983; Units: Foot US  
 Created by: Kinvas  
 Map is current as of 3/8/2023.



- Surface Location
- Central Tank Battery
- Sales Meter
- Flow Line
- Project Areas
- CA Agreement (PRP)
- CA Agreement (Approved)

- Devon Leasehold**
- USA NMNM 132067
  - USA NMNM 18848
  - USA NMNM 559539
  - USA NMNM 62223
  - USA NMNM 63994
  - USA NMNM 86151

# Economic Justification Report

## BOUNDARY RAIDER 6 CTB 3

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
BOUNDARY RAIDER 6-7 FED COM 611H	Sweet	NMNM63994	12.50%	ALL 12.5% SEE ATTACHMENTS				148	46	343	1382
BOUNDARY RAIDER 6-7 FED COM 711H-	Sweet	NMNM63994	12.50%					367	46	1237	1393
BOUNDARY RAIDER 6-18 FED COM 712H-	Sweet	NMNM63994	12.50%					667	46	2237	1393
BOUNDARY RAIDER 6-7 FED COM 612H-	Sweet	NMNM63994	12.50%					273	46	692	1393
BOUNDARY RAIDER 6-18 FED COM 613H	Sweet	NMNM63994	12.50%					3387	46	9000	1393
BOUNDARY RAIDER 6-18 FED COM 713H	Sweet	NMNM63994	12.50%					3387	46	9000	1393

Signed: Rebecca Deal

Date: 3/10/2023

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

### Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
8229.0	46.0	22509.0	1392.8

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

## Federal Communitization Agreement

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

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

### WITNESSETH:

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

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

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

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

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

**Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6-23S-32E and  
W/2 E/2 of Section 7-23S-32E, and W/2 E/2 of Section 18-23S-32E  
Lea County, New Mexico**

Containing **479.71** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

- communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
  9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
  10. The date of this agreement is September 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
  11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
  12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

\_\_\_\_\_ By: \_\_\_\_\_  
Date Catherine Lebsack, Vice President

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

(SEAL)

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

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

### EXHIBIT "A"







Plat of communitized area covering 479.71 acres in Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico

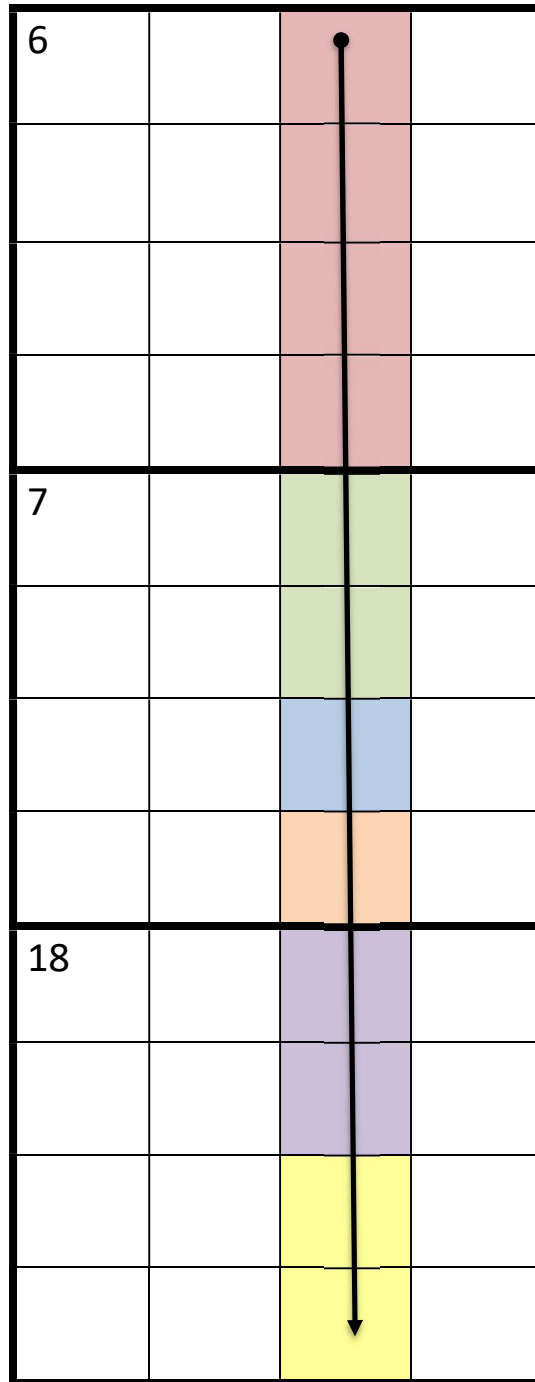
**Boundary Raider 6-18 Federal Com 712H**

API 30-025-047706

SHL: 250' FNL & 2435' FWL, Sec 6-23S-32E

BHL: 20' FSL & 2210' FEL, Sec 18-23S-32E

-  **Tract 1**  
159.71 AC  
NMNM 63994
-  **Tract 2**  
80 AC  
NMNM 132067
-  **Tract 3**  
40 AC  
NMNM 62223
-  **Tract 4**  
40 AC  
NMNM 86151
-  **Tract 5**  
80 AC  
NMNM 18848
-  **Tract 6**  
80 AC  
NMNM 559539



Boundary Raider 6-18 Fed Com 712H

**EXHIBIT "B"**

To Communitization Agreement dated September 1, 2020 embracing the following described land in Lot 2 (39.71), SW/4 NE/4, and W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico.

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

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

Lease Serial Number:	USA NMNM 63994 (Segregated from NMNM 26390)
Lease Date:	October 1, 1975
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	William H. Wyatt
Present Lessee:	Devon Energy Production Company, L.P.
Description of Land Committed:	<u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 6: Insofar and only insofar as said lease covers Lot 2, SW/4 NE/4, and W/2 SE/4
Number of Acres:	159.71 acres
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 100.00%
Contractual WI Ownership:	Devon Energy Production Company, L.P. – 91.571482% Sharbro Energy, L.L.C. – 8.428518%
Name of ORRI Owners:	Morris E Schertz F. Andrew Grooms, Trustee of the F. Andrew Grooms SSP Trust, dated 3/24/2014 Santa Elena Minerals V LP Eileen M. Grooms, Trustee of the EMG Rev. Trust, dated 11/1/2004 Dragoon Creek Minerals LLC Pegasus Resources NM LLC Rolla R. Hinkle II Nuevo Seis LP Richard Mineral & Royalty, LLC

Boundary Raider 6-18 Fed Com 712H

Flavin Oil Company  
 Motowi LLC  
 Map Resources, Inc.  
 T-Bar Oil & Gas Ltd.  
 FFF, Inc  
 MW Oil Investment Co., Inc  
 Nuevo Seis, Inc.

**Tract No. 2**

Lease Serial Number                      USA NMNM 132067

Lease Date:                                      June 1, 2014

Lease Term:                                      10 years

Lessor:                                              United States of America

Original Lessee:                                  Crown Oil Partners V LP

Present Lessee:                                  Devon Energy Production Company, L.P.

Description of Land Committed:              Township 23 South, Range 32 East, N.M. P.M.  
 Section 7: Insofar and only insofar as said lease covers  
 W/2 NE/4

Number of Acres:                                  80 acres

Name and Percent of WI Owners:              Devon Energy Production Company, L.P. – 100%

Contractual WI Ownership:                      Devon Energy Production Company, L.P. – 91.571482%  
 Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners:                              Post Oak Crown IV, LLC  
 Post Oak Crown IV-B, LLC  
 Marvos Minerals II LLC  
 Oak Valley Mineral & Land LP  
 Crown Oil Partners, LP  
 Collins & Jones Investments LLC  
 LMC Energy LLC  
 Gerard G Vavrek  
 David W Cromwell  
 Jesse A Faught, Jr.  
 H. Jason Wacker  
 Kaleb Smith  
 Deane Durham

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Mike Moylett  
MCT Energy, Ltd.  
H. Jason Wacker  
CEP Minerals LLC

**Tract No. 3**

Lease Serial Number: USA NMNM 62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holding, LLC

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M  
Section 7: Insofar and only insofar as said lease covers  
NW/4 SE/4

Number of Acres: 40 acres

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 62.50%  
Sharbro Energy, L.L.C. – 37.50%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Sharbro Energy, LLC  
EOG Resources Assets, LLC  
BY Royalty Ltd. Co

**Tract No. 4**

Lease Serial Number: USA NMNM 86151

Lease Date: April 1, 1991

Lease Term: 10 years

Lessor: United States of America

Boundary Raider 6-18 Fed Com 712H

Original Lessee: Santa Fe Energy Operating Partners, LP

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 7: Insofar and only insofar as said lease covers SW/4 SE/4

Number of Acres: 40.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Innerarity Family Minerals LLC

**Tract No. 5**

Lease Serial Number: USA NMNM 18848

Lease Date: August 1, 1973

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Ralph D Wharton

Present Lessee: Chevron USA, Inc.

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 18: Insofar and only insofar as said lease covers W/2 NE/4

Number of Acres: 80.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Name of ORRI Owners: Jean C. Oakason Memorial  
The Oakason Jr. Company  
Morris E. Schertz  
Dragoon Creek Minerals LLC  
Pegasus Resources NM LLC  
EMG Revocable Trust, Eileen M Grooms Trustee

Boundary Raider 6-18 Fed Com 712H

McMullen Minerals LLC  
 Andra Coccimiglio  
 Richardson Mineral & Royalty LLC  
 Justin T. Crum  
 Pony Oil Operating, LLC  
 MerPel, LLC  
 TD Minerals LLC

**Tract No. 6**

Lease Serial Number: USA NMNM 559539  
 Lease Date: April 1, 1966  
 Lease Term: 25 years  
 Lessor: United States of America  
 Original Lessee: Midwest Oil Corporation  
 Present Lessee: Occidental Permian Limited Partnership  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 18: Insofar and only insofar as said lease covers  
 W/2 SE/4  
 Number of Acres: 80.00  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%  
 Name of ORRI Owners: Innerarity Family Minerals LLC

**RECAPITULATION**

<b><u>Tract No.</u></b>	<b><u>No. of Acres Committed</u></b>	<b><u>Percentage of Interest Communitized Area</u></b>
Tract No. 1	159.71	33.293032%
Tract No. 2	80.00	16.676742%
Tract No. 3	40.00	8.338371%
Tract No. 4	40.00	8.338371%

Boundary Raider 6-18 Fed Com 712H

Tract No. 5	80.00	16.676742%
Tract No. 6	80.00	16.676742%
Total	479.71	100.000000%

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NM138276

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 6: Lots 4-7  
Section 7: Lots 1-4

Lea County, New Mexico

Containing 366.39 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and

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BY CRESLEY SPEARS

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

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders rules or regulations.
10. The date of this agreement is October 1, 2017 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

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

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

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: 11-14-17

By: Catherine Lebsack  
Catherine Lebsack, Vice President

*RL*

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hannah Palomin, Attorney-in-Fact

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

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

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

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

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: 11-6-17

By: Hannah Palomin  
Hannah Palomin, Attorney-in-Fact

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**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 14 day of November, 2017 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:  
7-24-2021



Courtney Thomas  
Notary Public

STATE OF NEW MEXICO §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Hannah Palomin, Attorney-in-Fact of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

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

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**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA           §  
                                          §  
COUNTY OF OKLAHOMA       §

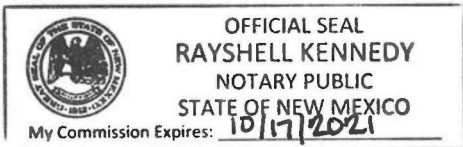
The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO       §  
                                          §  
COUNTY OF EDDY           §

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2017 by Hannah Palomin, Attorney-in-Fact of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires: \_\_\_\_\_  
Rayshell Kennedy  
Notary Public



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EXHIBIT "A" B

To Communitization Agreement dated October 1, 2017 embracing Lots 4-7 of Section 6 and Lots 1-4 Section 7, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM-63994 (Segregated from NMNM 26390)

Lease Date: October 1, 1975

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William H. Wyatt

Present Lessee: Devon Energy Production Company, L.P. - 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 6: Insofar and only insofar as said lease covers  
Lots 4-7

Number of Acres: 182.47

Royalty Rate: 1/8

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. - 91.571482%  
Sharbro Energy, LLC - 8.428518%

Name and Percent ORRI Owners: Morris E. Schertz - 2.37500%  
Fred Andrew Grooms - 0.25000%  
Stephen E. Grooms - 0.12500%  
Eileen M. Grooms, Trustee of the EMG  
Rev. Trust, dated 11/1/2004 - 0.12500%  
Madison M. Hinkle a/k/a Matt Hinkle - 0.18750%  
Rolla R. Hinkle II - 0.25000%  
Rolla R. Hinkle III - 0.06250%  
Barbara E. Hannifin - 0.50000%  
Richard Mineral & Royalty, LLC - 0.25000%

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
000027680  
Book 2136 Page 789  
9 of 11  
07/16/2018 10:23 AM  
BY CRESLEY SPEARS

Flavian Oil Company – 0.50000%  
Shawn P. Hannifin – 0.0367148%  
Map Resources, Inc. – 0.0367148%  
Western Interior Energy, Inc. – 0.10000%  
FFF, Inc. – 0.0382852%  
MW Oil Investment Co., Inc. – 0.0382852%  
Nuevo Seis, Inc. – 0.12500%

Tract No. 2

Lease Serial No.: NMNM - 62223  
Lease Date: September 1, 1985  
Lease Term: 10 years  
Lessor: United States of America  
Original Lessee: Lillie M. Yates  
Present Lessee: Foundation Energy Fund V-B Holding, LLC – 100.00%  
Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 7: Insofar and only insofar as said lease covers  
Lots 1-3  
Number of Acres: 137.92  
Royalty Rate: 1/8th  
Name and Percent WI Owners: Devon Energy Production Company, L.P. - 62.50%  
Sharbro Energy, LLC – 37.50%  
Contractual WI Ownership: Devon Energy Production Company, L.P. - 91.571482%  
Sharbro Energy, LLC – 8.428518%  
Name and Percent ORRI Owners: Sharbro Energy, LLC – 3.515625%  
EOG Resources Assets, LLC – 1.171875%  
BY Royalty Ltd. Co. – 4.6875%

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 000027600  
 Book 2136 Page 789  
 10 of 11  
 07/16/2018 10:23 AM  
 BY CRESLEY SPEARS

Tract No. 3

Lease Serial No.: NMNM-86151  
 Lease Date: April 1, 1991  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Santa Fe Energy Operating Partners, LP  
 Present Lessee: Devon Energy Production Company, L.P. - 100%  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 7: Insofar and only insofar as said lease covers  
 Lot 4  
 Number of Acres: 46.00  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%  
 Contractual WI Ownership: Devon Energy Production Company, L.P. - 91.571482%  
 Sharbro Energy, LLC - 8.428518%  
 Name and Percent ORRI Owners: NONE

RECAPITULATION

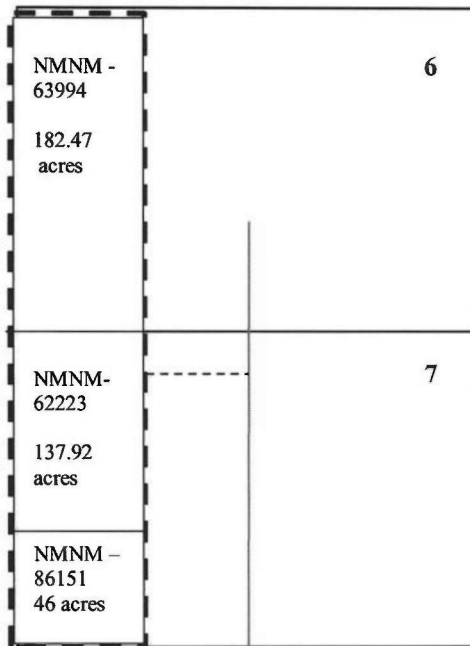
	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	182.47	49.802122%
Tract No. 2	137.92	37.642949%
Tract No. 3	46.00	12.554929%
	366.39	100.00%

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
000027680  
Book 2136 Page 789  
11 of 11  
07/16/2018 10:23 AM  
BY CRESLEY SPEARS

EXHIBIT "B" A

To Communitization Agreement dated October 1, 2017 embracing Lots 4-7 of Section 6 and Lots 1-4 Section 7, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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



Communitized well:

Boundary Raider 6-7 Fed Com 211H

SHL: 535' FNL & 800' FWL  
Section 6-23S-32E, Lea County, NM  
BHL: 290' FNL & 750' FWL  
Section 7-23S-32E, Lea County, NM



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
Pecos District  
Carlsbad Field Office  
620 E. Greene  
Carlsbad, New Mexico 88220-6292  
www.blm.gov/nm



IN REPLY REFER TO:  
NMNM138276  
3105.2 (P0220)

06/21/2018

RECEIVED  
JUN 26 2018  
LAND DEPARTMENT

Reference:  
Communitization Agreement  
Boundary Raider 6-7 Fed Com 211H  
Section 06: Lots 4-7,  
Section 07: Lots 1-4  
T. 23 S., R. 32 E., N.M.P.M.  
Lea County, NM

Devon Energy Production Co., LP  
333 W. Sheridan Ave.  
Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM138276 involving 182.47 acres of Federal land in lease NMNM 63994, 137.92 acres of Federal land in lease NMNM 62223 and 46.00 acres of Federal land in lease NMNM 86151, Lea County, New Mexico, which comprise a 366.39 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lots 4-7, Sec. 06, T. 23 S., R. 32 E. and Lots 1-4 Sec. 07, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective October 1, 2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Chris Walls, Petroleum Engineer at (575) 234-2234, Deborah Ham at (575) 234-5965 or Margie Dupre at (505) 954-2142.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Cody R. Layton". The signature is written in a cursive style with a large, sweeping initial "C".

Cody R. Layton  
Assistant Field Manager,  
Lands and Minerals

1 Enclosure:  
1 - Communitization Agreement

cc:  
ONRR, Denver  
NM Taxation & Revenue Dept. (Revenue Processing Div.)  
NMOCD  
NM (9200)  
NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
  
- B. Approve the attached Communitization Agreement covering the Lots 4-7 of sec. 06, T. 23 S., R. 32 E., and Lots 1-4 of sec. 07 T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
  
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 06/21/2018

  
\_\_\_\_\_  
Cody R. Layton  
Assistant Field Manager  
Lands and Minerals

Effective: October 1, 2017

Contract No.: Com. Agr. NMNM138276



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NMNM142891  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Boundary Raider 6-7 Fed Com 711H and 612H  
Section 6: Lots 3-7, SENW, E2SW;  
Section 7: Lots 1-4, E2W2;  
T.23 S., R.32 E., N.M.P.M.  
Lea County, NM

Devon Energy Production Co. LP  
333 W. Sheridan Ave.  
Oklahoma City OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143713 involving 342.28 acres of Federal land in lease NMNM063994, 177.92 acres of Federal land in lease NMNM062223, 80.00 acres of Federal land in lease NMNM132067, 86.00 acres of Federal land in lease NMNM086151, Lea County, New Mexico, which comprise a 686.20 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Wolfcamp formation beneath Lots 3-7, SENW, E2SW of Sec. 6 and Lots 1-4, E2W2 of T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective July 1, 2020. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE  
PARADIS**

Digitally signed by  
KYLE PARADIS  
Date: 2023.02.16  
11:20:10 -07'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143713 involving Federal Lease(s) NMNM063994, NMNM062223, NMNM132067, and NMNM086151. This Communitization Agreement is in Sec. 6 and 7, T. 23 S., R. 32 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE  
PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2023.02.16 11:20:59  
-07'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: July 1, 2020  
Contract No.: NMNM143713

RECEIVED

SEP - 2 2021

BLM, NMSO  
SANTA FE

Federal Communitization Agreement

Contract No. NMNM 1437B

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

WITNESSETH:

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

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

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

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

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

**Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2  
 SW/4 of Section 6-23S-32E and  
 Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7-23S-32E,  
 Lea County, New Mexico**

Containing **686.20** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is July 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in



### EXHIBIT "A"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.

Boundary Raider 6-7 Federal Com 711H

API 30-025-47571

SHL: 235' FNL & 770' FWL, Sec 6-23S-32E

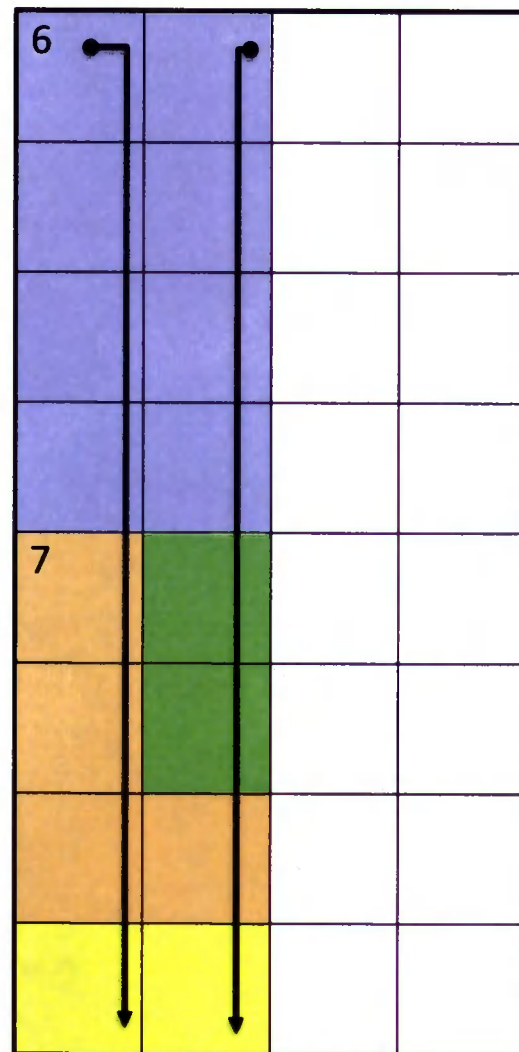
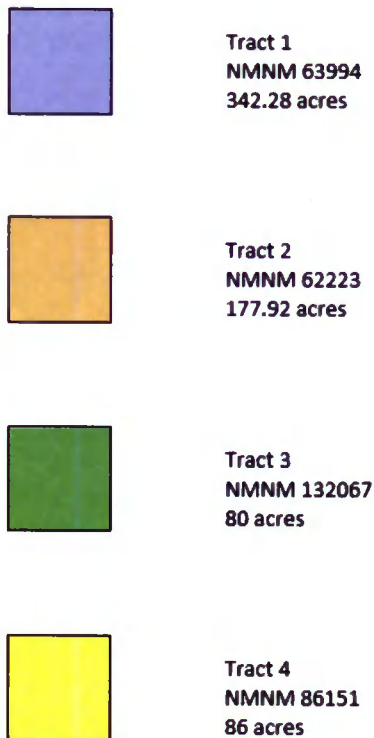
BHL: 20' FSL & 1450' FWL, Sec 7-23S-32E

Boundary Raider 6-7 Federal Com 612H

API: 30-025-47570

SHL: 250' FNL & 2405' FWL, Sec 6-23S-32E

BHL: 20' FWL & 2350' FWL, Sec 7-23S-32E



Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

**EXHIBIT "B"**

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.

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

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

Lease Serial Number: USA NMNM 63994 (Segregated from NMNM 26390)

Lease Date: October 1, 1975

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William H. Wyatt

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 6: Insofar and only insofar as said lease covers Lots 3-7, SENW, and E2SW

Number of Acres: 342.28 acres

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Morris E Schertz  
F. Andrew Grooms, Trustee of the F. Andrew Grooms SSP  
Trust, dated 3/24/2014  
Santa Elena Minerals V LP  
Eileen M. Grooms, Trustee of the EMG Rev. Trust, dated  
11/1/2004  
Dragoon Creek Minerals, LLC  
Pegasus Resources NM, LLC  
Rolla R. Hinkle II  
Neuvo Seis LP

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

Richard Mineral & Royalty, LLC  
 Flavin Oil Company  
 Motowi LLC  
 Map Resources, Inc.  
 T-Bar Oil & Gas Ltd  
 FFF, Inc  
 MW Oil Investment Co., Inc  
 Nuevo Seis, Inc.

**Tract No. 2**

Lease Serial Number: USA NMNM 62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holding, LLC – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M  
 Section 7: Insofar and only insofar as said lease covers  
 Lots 1-3, NE/4 SW/4

Number of Acres: 177.92 acres

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 62.50%  
 Sharbro Energy, L.L.C. – 37.50%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
 Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Sharbro Energy, LLC  
 EOG Resources Assets, LLC  
 BY Royalty Ltd. Co

**Tract No. 3**

Lease Serial Number: USA NMNM 132067

Lease Date: June 1, 2014

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

**Lease Term:** 10 years  
**Lessor:** United States of America  
**Original Lessee:** Crown Oil Partners V, LP  
**Present Lessee:** Devon Energy Production Company, L.P. – 100.00%  
**Description of Land Committed:** Township 23 South, Range 32 East, N.M.P.M.  
 Section 7: Insofar and only insofar as said lease covers the E/2 NW/4  
**Number of Acres:** 80.00  
**Name and Percent WI Owners:** Devon Energy Production Company, L.P. – 100.00%  
**Contractual WI Ownership:** Devon Energy Production Company, L.P. – 91.571482%  
 Sharbro Energy, L.L.C. – 8.428518%  
**Name of ORRI Owners:** Post Oak Crown IV, LLC  
 Post Oak Crown IV-B, LLC  
 Mavros Minerals II LLC  
 Oak Valley Mineral & Land LP  
 Crown Oil Partners, LP  
 Collins & Jones Investments, LLC  
 LMC Energy LLC  
 Gerard G Vavrek  
 David W Cromwell  
 Jesse A Faught, Jr.  
 H Jason Wacker  
 Kaleb Smith  
 Deane Durham  
 Mike Moylett  
 MCT Energy, Ltd.  
 Crown Ventures III, LLC  
 CEP Minerals, LLC

**Tract No. 4**

**Lease Serial Number:** USA NMNM 86151  
**Lease Date:** April 1, 1991  
**Lease Term:** 10 years  
**Lessor:** United States of America

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

Original Lessee: Santa Fe Energy Operating Partners, LP

Present Lessee: Devon Energy Production Company, L.P. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 7: Insofar and only insofar as said lease covers Lot 4 and the S/2 SW/4

Number of Acres: 86.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Innerarity Family Minerals LLC

**RECAPITULATION**

<b><u>Tract No.</u></b>	<b><u>No. of Acres Committed</u></b>	<b><u>Percentage of Interest Communitized Area</u></b>
Tract No. 1	342.28	49.880501%
Tract No. 2	177.92	25.928301%
Tract No. 3	80.00	11.658409%
<b><u>Tract No. 4</u></b>	<b><u>86.00</u></b>	<b><u>12.532789%</u></b>
<b>Total</b>	<b>686.20</b>	<b>100.000000%</b>



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

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

8/30/2021  
Date

By: [Signature]  
Name: Lindsey N. Miles  
Title: Land Manager *KA*

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF Oklahoma )

On this 30 day of August, 2021, before me, a Notary Public for the State of OKLAHOMA, personally appeared Lindsey N. Miles, known to me to be the Land Manager of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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



[Signature]  
Notary Public

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of August, 2022, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Lot 1 (39.59), SE4NE, and E2SE4 of Section 6-T23S-R32E and  
E2E2 of Section 7-T23S-R32E and  
E2E2 of Section 18-T23S-R32E,  
Lea County, New Mexico**

Containing **479.59** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

Boundary Raider 6-18 Fed Com 613H & 713H

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

Boundary Raider 6-18 Fed Com 613H & 713H

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in







Occidental Permian Limited Partnership  
(Record Title Owner)

8-30-2022  
Date

By: [Signature] MU

Name: James Laning

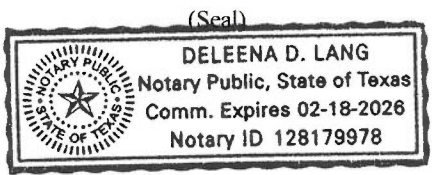
Title: Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

This instrument was acknowledged before me on August 30, 2022, by James Laning, as Attorney-in-Fact of Occidental Permian Limited Partnership, a Texas limited partnership

[Signature]  
Signature of Notarial Officer



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

**EXHIBIT "A"**


To Communitization Agreement dated August 1, 2022, embracing the following described land in Lot 1 (39.59), SE4NE4, and E2SE4 of Section 6, and E2E2 of Section 7, and E2E2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico.

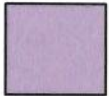
Boundary Raider 6-18 Fed Com 613H


API: 3002548183  
SHL: 375' FNL & 1070' FEL, Sec 6-23S-32E  
BHL: 20' FNL & 1230' FEL, Sec 18-23S-32E


Boundary Raider 6-18 Fed Com 713H


API: 3002548184  
SHL: 375' FNL & 1040' FEL, Sec 6-23S-32E  
BHL: 20' FSL & 400' FEL, Sec 18-23S-32E

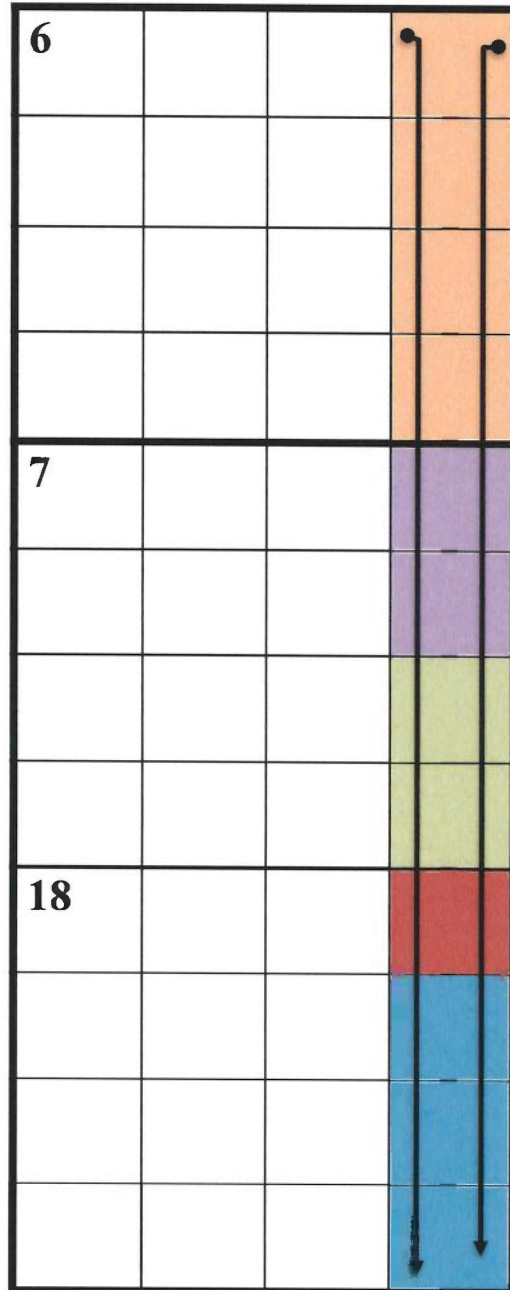
 **Tract 1**  
NMNM 63994  
159.59 acres

 **Tract 2**  
NMNM 132067  
80 acres

 **Tract 3**  
NMNM 62223  
80 acres

 **Tract 4**  
NMNM 86151  
40 acres

 **Tract 5**  
NMNM 559539  
120 acres



Boundary Raider 6-18 Fed Com 613H & 713H

**EXHIBIT "B"**

To Communitization Agreement dated August 1, 2022 embracing the following described land in Lot 1 (39.59), SE4NE4, E2SE4 of Section 6 and E2E2 of Section 7, and E2E2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number: USA NMNM 63994 (Segregated from NMNM 26390)

Lease Date: October 1, 1975

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William H. Wyatt

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 6: Insofar and only insofar as said lease covers Lot 1, SE4NE4, and E2SE

Number of Acres: 159.59 acres

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Merpel LLC  
Galley NM Assets LLC  
Santa Elena Minerals V LP  
Eileen M. Grooms, Trustee of the EMG Rev. Trust, dated 11/1/2004  
Dragoon Creek Minerals, LLC  
Pegasus Resources NM, LLC  
Rolla R. Hinkle III  
Richard Mineral & Royalty, LLC  
Flavian Oil Company  
Motowi LLC

Boundary Raider 6-18 Fed Com 613H & 713H

Map Resources, Inc.  
 T-Bar Oil & Gas Ltd  
 MW Oil Investment Co., Inc  
 Pegasus Resources II LLC  
 Penasco Petroleum LLC  
 TD Minerals LLC

**Tract No. 2**

Lease Serial Number: USA NMNM 132067

Lease Date: June 1, 2014

Lease Term: 10 years  
 Lessor: United States of America

Original Lessee: Crown Oil Partners V, LP

Present Lessee: Devon Energy Production Company, L.P. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 7: Insofar and only insofar as said lease covers the  
 E2NE4

Number of Acres: 80.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
 Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Post Oak Crown IV, LLC  
 Post Oak Crown IV-B, LLC  
 Post Oak Mavros II LLC  
 Sortida Resources LLC  
 Oak Valley Mineral & Land LP  
 Crown Oil Partners, LP  
 Collins & Jones Investments, LLC  
 LMC Energy LLC  
 David W Cromwell  
 H Jason Wacker  
 Kaleb Smith  
 Deane Durham  
 Mike Moylett  
 MCT Energy, Ltd.

Boundary Raider 6-18 Fed Com 613H & 713H

KMF Land LLC  
Good News Minerals LLC

**Tract No. 3**

Lease Serial Number: USA NMNM 62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holding, LLC – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M  
Section 7: Insofar and only insofar as said lease covers  
E2SE

Number of Acres: 80.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 62.50%  
Sharbro Energy, L.L.C. – 37.50%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Sharbro Energy, LLC  
EOG Resources Assets, LLC  
BY Royalty Ltd. Co

**Tract No. 4**

Lease Serial Number: USA NMNM 86151

Lease Date: April 1, 1991

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Santa Fe Energy Operating Partners, LP

Boundary Raider 6-18 Fed Com 613H & 713H

Present Lessee: Devon Energy Production Company, L.P. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 18: Insofar and only insofar as said lease covers NE4NE4

Number of Acres: 40.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: None

**Tract No. 5**

Lease Serial Number: NMNM 559539

Lease Date: April 1, 1966

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Midwest Oil Corporation

Present Lessee: Occidental Permian LP

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 18: Insofar and only insofar as said lease covers SE4NE4, E2SE4

Number of Acres: 120.00

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%  
Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Innerarity Family Minerals LLC

Boundary Raider 6-18 Fed Com 613H &amp; 713H

**RECAPITULATION**

<b><u>Tract No.</u></b>	<b><u>No. of Acres Committed</u></b>	<b><u>Percentage of Interest Communitized Area</u></b>
Tract No. 1	159.59	33.2763%
Tract No. 2	80.00	16.6809%
Tract No. 3	80.00	16.6809%
Tract No. 4	40.00	8.3405%
Tract No. 5	120.00	25.0214%
Total	479.59	100.0000%

Boundary Raider 6-18 Fed Com 613H & 713H



Intent  As Drilled

API # **30-025-47569**

Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>BOUNDARY RAIDER 6-7 FED COM</b>	Well Number <b>611H</b>
------------------------------------------------------------	------------------------------------------------------	----------------------------

Kick Off Point (KOP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>50 FNL</b>	From N/S	Feet <b>430 FWL</b>	From E/W	County <b>LEA</b>
Latitude <b>32.34058600</b>					Longitude <b>-103.72156100</b>			NAD <b>83</b>	

First Take Point (FTP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>100</b>	From N/S <b>NORTH</b>	Feet <b>430</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3404400</b>					Longitude <b>103.7215637</b>			NAD <b>83</b>	

Last Take Point (LTP)

UL	Section <b>7</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>100</b>	From N/S <b>SOUTH</b>	Feet <b>430</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3119744</b>					Longitude <b>103.7215679</b>			NAD <b>83</b>	

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

Is this well an infill well?  NO

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

API #

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

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

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

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

**OCD - HOBBS**  
**08/17/2020**  
**RECEIVED**

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47570</b>	<sup>2</sup> Pool Code [98296]	<sup>3</sup> Pool Name WC-025 G-09 S223219D; WOLFCAMP
<sup>4</sup> Property Code <b>319790</b>	<sup>5</sup> Property Name <b>BOUNDARY RAIDER 6-7 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3524.3</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	6	23 S	32 E		250	NORTH	2405	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	7	23 S	32 E		20	SOUTH	1750	WEST	LEA

<sup>12</sup> Dedicated Acres 686.2	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

**NOTE:**  
LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83) BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD83.

**<sup>17</sup> OPERATOR CERTIFICATION**

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

Signature: Jenny Harms Date: 8-20-2019

Printed Name: **Jenny Harms**

E-mail Address: **Jenny.Harms@dvn.com**

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**<sup>18</sup> 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.*

Date of Survey: JULY 16, 2019

Signature and Seal of Professional Surveyor: Filimon P. Jaramillo

Certificate Number: **FILIMON P. JARAMILLO, PLS 12797**

SURVEY NO. 7393

Intent  As Drilled

API # **30-025-47570**

Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>BOUNDARY RAIDER 6-7 FED COM</b>	Well Number <b>612H</b>
------------------------------------------------------------	------------------------------------------------------	----------------------------

Kick Off Point (KOP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>3</b>	Feet <b>50 FNL</b>	From N/S	Feet <b>1750 FWL</b>	From E/W	County <b>LEA</b>
Latitude <b>32.34056600</b>					Longitude <b>-103.71728800</b>			NAD <b>83</b>	

First Take Point (FTP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>3</b>	Feet <b>100</b>	From N/S <b>NORTH</b>	Feet <b>1750</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3404530</b>					Longitude <b>103.7172907</b>			NAD <b>83</b>	

Last Take Point (LTP)

UL <b>N</b>	Section <b>7</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>	From N/S <b>SOUTH</b>	Feet <b>1750</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3119947</b>					Longitude <b>103.7172963</b>			NAD <b>83</b>	

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

Is this well an infill well?  YES

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

API #

Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47571</b>	<sup>2</sup> Pool Code [98296]	<sup>3</sup> Pool Name WC-025 G-09 S223219D;WOLFCAMP
<sup>4</sup> Property Code <b>319790</b>	<sup>5</sup> Property Name <b>BOUNDARY RAIDER 6-7 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>6</sup> Well Number <b>711H</b>
		<sup>9</sup> Elevation <b>3504.2</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	6	23 S	32 E		235	NORTH	770	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	7	23 S	32 E		20	SOUTH	990	WEST	LEA

<sup>12</sup> Dedicated Acres 686.2	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

**<sup>17</sup> OPERATOR CERTIFICATION**

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

*Jenny Harms* 5-10-2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Jenny Harms**  
Printed Name

**Jenny.Harms@div.com**  
E-mail Address

---

**<sup>18</sup> 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.*

JULY 16, 2019  
Date of Survey

Signature and Seal of Professional Surveyor: \_\_\_\_\_  
Certificate Number: FILIMON F. JARAMILLO, PLS 12797  
SURVEY NO. 7391

Intent  As Drilled

API #  
30-025-47571

Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>BOUNDARY RAIDER 6-7 FED COM</b>	Well Number <b>711H</b>
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Kick Off Point (KOP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>50 FNL</b>	From N/S	Feet <b>990 FWL</b>	From E/W	County <b>LEA</b>
Latitude <b>32.34057700</b>					Longitude <b>-103.71974700</b>			NAD <b>83</b>	

First Take Point (FTP)

UL	Section <b>6</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>100</b>	From N/S <b>NORTH</b>	Feet <b>990</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3404455</b>					Longitude <b>103.7197509</b>			NAD <b>83</b>	

Last Take Point (LTP)

UL	Section <b>7</b>	Township <b>23S</b>	Range <b>32E</b>	Lot <b>4</b>	Feet <b>100</b>	From N/S <b>SOUTH</b>	Feet <b>990</b>	From E/W <b>WEST</b>	County <b>LEA</b>
Latitude <b>32.3119831</b>					Longitude <b>103.7197557</b>			NAD <b>83</b>	

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

Is this well an infill well?  YES

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

API #

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number		<sup>2</sup> Pool Code [98248]		<sup>3</sup> Pool Name WC-025 G-08 S243217P; UPR WOLFCAMP	
<sup>4</sup> Property Code		<sup>5</sup> Property Name BOUNDARY RAIDER 6-18 FED COM			<sup>6</sup> Well Number 712H
<sup>7</sup> OGRID No. 6137		<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			<sup>9</sup> Elevation 3527.5

<sup>10</sup> Surface Location

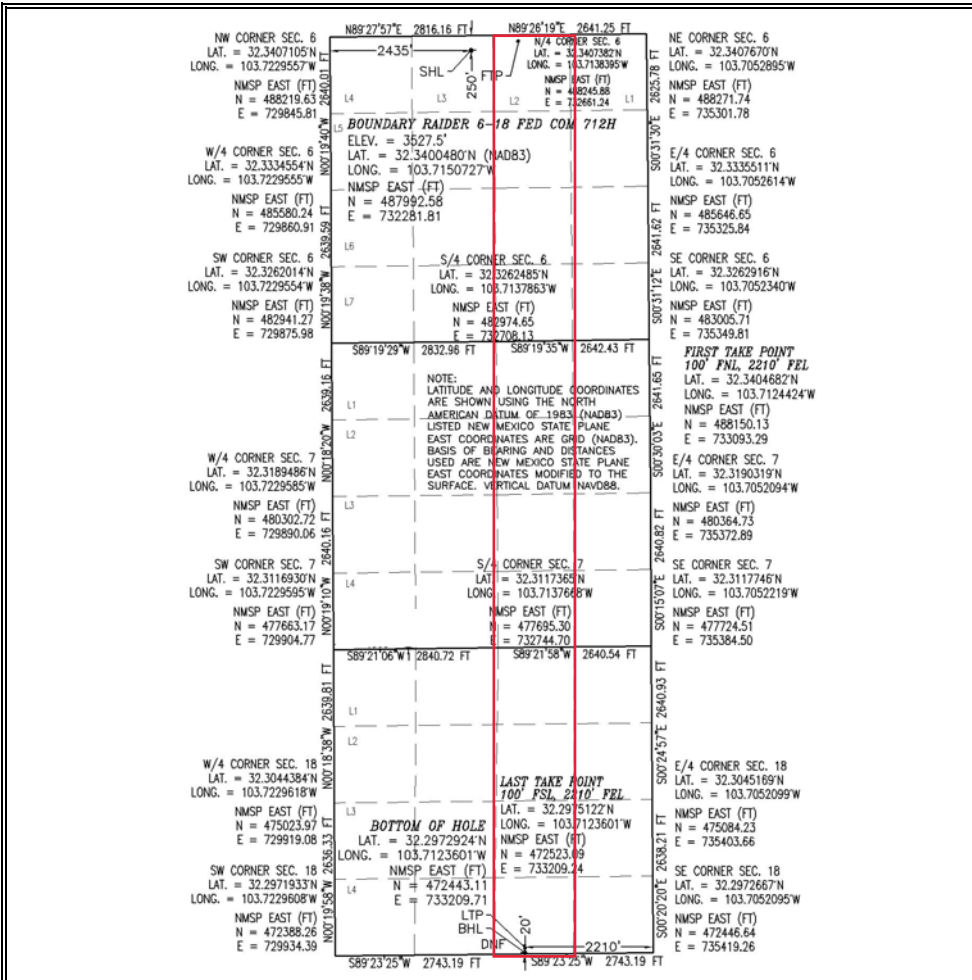
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	6	23 S	32 E		250	NORTH	2435	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	23 S	32 E		20	SOUTH	2210	EAST	LEA

<sup>12</sup> Dedicated Acres 479.71	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.



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

*Jenny Harms* 10-5-2020  
Signature Date

JENNY HARMS  
Printed Name

JENNY.HARMS@DVN.COM  
E-mail Address

**18 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.

JULY 30, 2020  
Date of Survey

*[Signature]*  
Signature and Seal of Professional Surveyor

Certificate Number: 12797  
Professional Surveyor No. 8350

Intent  As Drilled

API #		
Operator Name: <b>DEVON ENERGY PRODUCTION CO., L.P.</b>	Property Name: <b>BOUNDARY RAIDER 6-18 FED COM</b>	Well Number <b>712H</b>

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	<b>6</b>	<b>23S</b>	<b>32E</b>		<b>96 FNL</b>		<b>2093 FEL</b>		<b>LEA</b>
Latitude <b>32.3404</b>					Longitude <b>-103.7121</b>				NAD <b>83</b>

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	<b>6</b>	<b>23S</b>	<b>32E</b>	<b>2</b>	<b>100</b>	<b>NORTH</b>	<b>2210</b>	<b>EAST</b>	<b>LEA</b>
Latitude <b>32.3404682</b>					Longitude <b>103.7124424</b>				NAD <b>83</b>

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
<b>O</b>	<b>18</b>	<b>23S</b>	<b>32E</b>		<b>100</b>	<b>SOUTH</b>	<b>2210</b>	<b>EAST</b>	<b>LEA</b>
Latitude <b>32.2975122</b>					Longitude <b>103.7123601</b>				NAD <b>83</b>

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

Is this well an infill well?  NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

**District IV**  
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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, NM 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025-48183</b>		<sup>2</sup> Pool Code <b>98248</b>		<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>	
<sup>4</sup> Property Code <b>329884</b>		<sup>5</sup> Property Name <b>BOUNDARY RAIDER 6-18 FED COM</b>			<sup>6</sup> Well Number <b>613H</b>
<sup>7</sup> OGRID No. <b>6137</b>		<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>			<sup>9</sup> Elevation <b>3522.5</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>1</b>	<b>6</b>	<b>23 S</b>	<b>32 E</b>		<b>375</b>	<b>NORTH</b>	<b>1070</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>106</b>	<b>SOUTH</b>	<b>1176</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>959.3</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

**BOUNDARY RAIDER 6-18 FED COM 613H**  
EL. = 3522.5

GEODETTIC COORDINATES  
NAD 83 NMSP EAST  
SURFACE LOCATION  
N. = 487886.38  
E. = 734235.50  
LAT. = 32.3397250°N  
LONG. = 103.7087492°W

KICK OFF POINT 141' FNL, 1288' FEL N. = 488118.57 E. = 734014.96 LAT. = 32.3403667°N LONG. = 103.7094588°W	FIRST TAKE POINT (PPP 1) 626' FNL, 1308' FEL N. = 487632.77 E. = 734000.24 LAT. = 32.3390316°N LONG. = 103.7095156°W
LAST TAKE POINT 138' FSL, 1179' FEL N. = 472573.20 E. = 734242.70 LAT. = 32.2976335°N LONG. = 103.7090147°W	BOTTOM OF HOLE 106' FSL, 1176' FEL N. = 472540.25 E. = 734242.67 LAT. = 32.2975429°N LONG. = 103.7090154°W
PPP 2 0' FSL, 1275' FEL N. = 482990.71 E. = 734074.98 LAT. = 32.3262708°N LONG. = 103.7093612°W	PPP 3 0' FSL, 1225' FEL N. = 477710.95 E. = 734159.98 LAT. = 32.3117570°N LONG. = 103.7091856°W

CORNER COORDINATES TABLE  
NAD 83 NMSP EAST

A - N. = 488271.74	E. = 735301.78
B - N. = 488245.88	E. = 732661.24
C - N. = 482974.65	E. = 732708.13
D - N. = 477695.30	E. = 732744.70
E - N. = 472417.44	E. = 732676.82
F - N. = 472446.64	E. = 735419.26
G - N. = 475084.23	E. = 735403.66
H - N. = 477724.51	E. = 735384.50
I - N. = 480364.73	E. = 735372.88
J - N. = 483005.71	E. = 735349.81
K - N. = 485648.65	E. = 735325.84

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

**<sup>17</sup> OPERATOR CERTIFICATION**

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

*Shayda Omoumi*      3/6/2023  
Signature      Date

**Shayda Omoumi**  
Printed Name

**shayda.omoumi@dvn.com**  
E-mail Address

---

**<sup>18</sup> 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.

MARCH 2, 2023  
Date of Survey

*[Signature]*  
Signature and Seal of Professional Surveyor

Certificate Number: **12797**  
SURVEY NO. 8251A

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

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

First Take Point (FTP)

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

Last Take Point (LTP)

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

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

Is this well an infill well?  N

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

API #									
Operator Name:					Property Name:				Well Number

KZ 06/29/2018

**District I**  
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Phone: (505) 334-6178 Fax: (505) 334-6170

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State of New Mexico  
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**OIL CONSERVATION DIVISION**  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-48184</b>	<sup>2</sup> Pool Code <b>98428</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
<sup>4</sup> Property Code <b>329884</b>	<sup>5</sup> Property Name <b>BOUNDARY RAIDER 6-18 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>6</sup> Well Number <b>713H</b>
		<sup>9</sup> Elevation <b>3521.3</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>1</b>	<b>6</b>	<b>23 S</b>	<b>32 E</b>		<b>375</b>	<b>NORTH</b>	<b>1040</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>18</b>	<b>23 S</b>	<b>32 E</b>		<b>116</b>	<b>SOUTH</b>	<b>384</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>959.3</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

**BOUNDARY RAIDER 6-18 FED COM 713H**  
EL. = 3521.3

GEODETTIC COORDINATES  
NAD 83 NMSP EAST  
SURFACE LOCATION  
N. = 487886.64  
E. = 734265.49  
LAT. = 32.3397252°N  
LONG. = 103.7086521°W

KICK OFF POINT 181' FNL, 464' FEL N. = 488086.14 E. = 734839.48 LAT. = 32.3402643°N LONG. = 103.7067898°W	FIRST TAKE POINT (PPP 1) 625' FNL, 469' FEL N. = 487642.65 E. = 734838.63 LAT. = 32.3390453°N LONG. = 103.7068010°W
LAST TAKE POINT 143' FSL, 385' FEL N. = 472585.49 E. = 735033.92 LAT. = 32.2976545°N LONG. = 103.7064539°W	BOTTOM OF HOLE 116' FSL, 384' FEL N. = 472558.53 E. = 735034.81 LAT. = 32.2975804°N LONG. = 103.7064515°W
PPP 2 0' FSL, 451' FEL N. = 483000.41 E. = 734898.84 LAT. = 32.3262842°N LONG. = 103.7066940°W	PPP 3 0' FSL, 417' FEL N. = 477719.88 E. = 734967.33 LAT. = 32.3117686°N LONG. = 103.7065722°W

CORNER COORDINATES TABLE  
NAD 83 NMSP EAST

A - N. = 488271.74	E. = 735301.78
B - N. = 488245.88	E. = 732661.24
C - N. = 482974.65	E. = 732708.13
D - N. = 477695.30	E. = 732744.70
E - N. = 472417.44	E. = 732676.82
F - N. = 472446.64	E. = 735419.26
G - N. = 475084.23	E. = 735403.66
H - N. = 477724.51	E. = 735384.50
I - N. = 480364.73	E. = 735372.88
J - N. = 483005.71	E. = 735349.81
K - N. = 485648.65	E. = 735325.84

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

**<sup>17</sup> OPERATOR CERTIFICATION**

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*Shayda Omoumi*      3/6/2023  
Signature      Date

**Shayda Omoumi**  
Printed Name

**shayda.omoumi@dvn.com**  
E-mail Address

---

**<sup>18</sup> 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.

MARCH 2, 2023  
Date of Survey

*[Signature]*  
Signature and Seal of Professional Surveyor

Certificate Number: **12797**  
Professional Surveyor No. 8252

Intent  As Drilled

API #									
Operator Name:					Property Name:				Well Number

Kick Off Point (KOP)

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

First Take Point (FTP)

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

Last Take Point (LTP)

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

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

Is this well an infill well?

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

API # 30-025-48183									
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P					Property Name: BOUNDARY RAIDER 6-18 FED COM				Well Number 613H

KZ 06/29/2018



Devon Energy  
Production Co., L.P.  
333 W. Sheridan Ave.  
OKC, OK 73102

March 10<sup>th</sup>, 2023

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

Interest Owners

Re: Central Tank Battery: BOUNDARY RAIDER 6 CTB 3  
Sec.-T-R: 6-23S-32E  
County: Lea Co., New Mexico  
Wells: BOUNDARY RAIDER 6-7 FED COM 611H – 613H, & 711H – 713H  
Lease: All 12.5% - NMNM63994, NMNM132067, NMNM62223, NMNM86151, NMNM18848, & NMNM559539  
Agreements: Bone Spring CA NMNM 138276, Wolfcamp CAs Pending  
Pool: [53800] SAND DUNES; BONE SPRING  
[98248] WC-025 G-08 S243217P; UPR WOLFCAMP  
[98296] WC-025 G-09 S223219D; WOLFCAMP

To whom it may concern:

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

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

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

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

Please contact the undersigned at (405) 228-8429 should you have any questions or need anything further.

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

Enclosure

Tracking Number	Name	Name 2	Name 3	Name 4	Street	City	Region	Postal Code
9414814901527181234970	ANDRA COCCIMIGLIO				PO BOX 712091	SALT LAKE CITY	UT	84171-2091
9414814901527181234987	BY ROYALTY LTD CO	STEPHANIE A NORIEGA-GARCIA			PO BOX 840	ARTESIA	NM	88211-0840
9414814901527181234994	COLLINS & JONES INVESTMENTS LLC				3824 CEDAR SPRINGS RD #414	DALLAS	TX	75219
9414814901527181235007	CROWN OIL PARTNERS LP				PO BOX 50820	MIDLAND	TX	79710
9414814901527181235014	DAVID W CROMWELL				2008 COUNTRY CLUB DR	MIDLAND	TX	79701
9414814901527181235021	DEANE DURHAM				5101 FM 1148	GRAHAM	TX	76450
9414814901527181235038	DEVON ENERGY PROD CO LP				333 W SHERIDAN AVE	OKLAHOMA CITY	OK	73102-5015
9414814901527181235045	DRAGOON CREEK MINERALS LLC				PO BOX 470857	FORT WORTH	TX	76147
9414814901527181235051	EILEEN M GROOMS TTEE	OF EMG REVOCABLE TRUST			1000 WEST FOURTH ST	ROSWELL	NM	88201
9414814901527181235069	EOG RESOURCES INC				PO BOX 840321	DALLAS	TX	75284-0321
9414814901527181235076	FLAVIAN OIL COMPANY				8350 N CENTRAL EXPWY STE G1	DALLAS	TX	75206
9414814901527181235083	GALLEY NM ASSETS LLC				5909 WEST LOOP SOUTH STE 52	BELLAIRE	TX	77401
9414814901527181235090	GOOD NEWS MINERALS LLC				PO BOX 50820	MIDLAND	TX	79710
9414814901527181235106	H JASON WACKER				5601 HILLCREST	MIDLAND	TX	79707
9414814901527181235113	INNERARITY FAMILY MINERALS LLC				PO BOX 313	MIDLAND	TX	79702
9414814901527181235120	JEAN C OAKASON MEMORIAL LLC	DAVID L PATTERSON & LANI	ABERCROMBIE MANAGER	% LANI ABERCROMBIE AGENT	3018 E KSEL DR	SANDY	UT	84092
9414814901527181235137	JUSTIN T CRUM				PO BOX 3598	ROSWELL	NM	88202
9414814901527181235144	KALEB SMITH				2501 LUBBOCK AVE	FORT WORTH	TX	76109
9414814901527181235151	KMF LAND LLC	ATTN NOAM LOCKSHIN			1401 LAWRENCE ST	DENVER	CO	80202
9414814901527181235168	LMC ENERGY LLC				262 CARROLL ST STE 100	FORT WORTH	TX	76107
9414814901527181235175	MAP RESOURCES INC				PO BOX 2836	MIDLAND	TX	79702
9414814901527181235182	MCT ENERGY LTD				262 CARROLL ST	FORT WORTH	TX	76107
9414814901527181235199	MERPEL LLC	PONY OIL OPERATING LLC	JOHN PAUL MERRITT CEO	GEORGE OVERBEY COO AGE	3100 MONTICELLO AVE STE 500	DALLAS	TX	75205
9414814901527181235205	MIKE MOYLETT				2506 TERRACE AVE	MIDLAND	TX	79705
9414814901527181235212	MOTOWI LLC				PO BOX 13128	LAS CRUCES	NM	88013
9414814901527181235229	MSH FAMILY REAL ESTATE PTR II LLC				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181235236	MW OIL INVESTMENT COMPANY				1180 COMMERCE DR	LAS CRUCES	NM	88013
9414814901527181235243	OAK VALLEY MINERAL & LAND LP				PO BOX 50820	MIDLAND	TX	79710
9414814901527181235250	ONRR	ROYALTY MANAGEMENT PROGR			PO BOX 25627	DENVER	CO	80225-0627
9414814901527181235267	PEGASUS RESOURCES II LLC				PO BOX 470698	FORT WORTH	TX	76147
9414814901527181235274	PEGASUS RESOURCES LLC				PO BOX 470698	FORT WORTH	TX	76147
9414814901527181235281	PEGASUS RESOURCES NM LLC				PO BOX 735082	DALLAS	TX	75373-5082
9414814901527181235298	PENASCO PETROLEUM LLC				PO BOX 2292	ROSWELL	NM	88202-2292
9414814901527181235304	PENASCO PETROLEUM LLC				PO BOX 4168	ROSWELL	NM	88202
9414814901527181235311	POST OAK CROWN IV LLC				34 S WYNDEN STE 300	HOUSTON	TX	77056
9414814901527181235328	POST OAK CROWN IV-B LLC				34 S WYNDEN STE 300	HOUSTON	TX	77056
9414814901527181235335	POST OAK MAVROS II LLC				34 S WYNDEN DR STE 210	HOUSTON	TX	77056
9414814901527181235342	RICHARDSON MINERAL & ROYALTY LL				PO BOX 2423	ROSWELL	NM	88202
9414814901527181235359	ROLLA R HINKLE III				PO BOX 2292	ROSWELL	NM	88202-2292
9414814901527181235366	SANTA ELENA MINERALS V LP				PO BOX 732885	DALLAS	TX	75373
9414814901527181235373	SHARBRO ENERGY LLC	ELIZABETH A BAKER AIF			PO BOX 840	ARTESIA	NM	88210
9414814901527181235380	SMP SIDECAR TITAN MINERAL HOLDIN	LP			4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181235397	SMP TITAN FLEX LP				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181235403	SMP TITAN MINERAL HOLDINGS LP				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181235410	SORTIDA RESOURCES LLC				PO BOX 50820	MIDLAND	TX	79710
9414814901527181235437	T-BAR OIL & GAS LTD				PO BOX 247	CRESTED BUTTE	CO	81224
9414814901527181235434	TD MINERALS LLC				8111 WESTCHESTER DR STE 900	DALLAS	TX	75225
9414814901527181235441	THE OAKASON JR CO LC	BANK OF AMERICA NA AGENT			PO BOX 840738	DALLAS	TX	75284-0738

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
March 23, 2023  
and ending with the issue dated  
March 23, 2023.

**LEGAL NOTICE**  
**March 23, 2023**

Notice of Application for Surface Commingling. Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD to amend surface commingle PLC-768 for oil/gas production for the Boundary Raider 6 CTB 3 battery. The facilities are located in Lea County in NE/4 Section 6, Township 23 South, Range 32 East. Wells going to the batteries are located in Section 6-23S-32E. Production is from the [53800] SAND DUNES; BONE SPRING, [98248] WC-025 G-08 S243217P; UPR WOLFCAMP, [98296] WC-025 G-09 S223219D; WOLFCAMP pools.

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

For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 235-3611  
**#00276958**

  
\_\_\_\_\_  
Publisher

Sworn and subscribed to before me this  
23rd day of March 2023.

  
\_\_\_\_\_  
Business Manager

My commission expires  
January 29, 2027

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

67106744

00276958

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

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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
BOUNDARY	713H	3002548184	NMNM63994	NMNM63994	DEVON
BOUNDARY	612H	3002547570	NMNM063994	NMNM138277	DEVON
BOUNDARY	611H	3002547569	NMNM063994	NMNM063994	DEVON
BOUNDARY	711H	3002547571	NMNM063994	NMNM063994	DEVON
BOUNDARY	613H	3002548183	NMNM63994	NMNM63994	DEVON
BOUNDARY	712H	3002547706	NMNM063994	NMNM138278	DEVON

### Notice of Intent

**Sundry ID:** 2720164

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface) and Off-Lease Measurement

**Date Sundry Submitted:**

**Time Sundry Submitted:**

**Date proposed operation will begin:** 03/10/2023

**Procedure Description:** APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP is respectfully requests approval for a Pool/Lease Commingle Proposal for BOUNDARY RAIDER 6 CTB 3. Please see attached application. Previously approved commingle application for Boundary Raider 6-7 Fed 611h, 612H, 711H, & 712H attached for reference.

### Surface Disturbance

**Is any additional surface disturbance proposed?:** No

### NOI Attachments

**Procedure Description**

Boundary\_Raider\_6\_CTB\_3\_Phase\_2\_Submitted\_Cominggle\_App\_BLM\_20230310093642.pdf

BOUNDARY\_RAIDER\_6\_CTB\_3\_APPROVED\_FED\_COMMINGLE\_5\_12\_2021\_20230310093615.pdf

**Operator**

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

**Operator Electronic Signature:** REBECCA DEAL

**Signed on:** MAR 10, 2023 09:37 AM

**Name:** DEVON ENERGY PRODUCTION COMPANY LP

**Title:** Regulatory Analyst

**Street Address:** 333 W SHERIDAN AVE

**City:** OKLAHOMA CITY                      **State:** OK

**Phone:** (303) 299-1406

**Email address:** REBECCA.DEAL@DVN.COM

**Field**

**Representative Name:**

**Street Address:**

**City:**                                              **State:**                                              **Zip:**

**Phone:**

**Email address:**

CONFIDENTIAL

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
BOUNDARY	713H	3002547812	NMNM132067	NMNM132067	DEVON
BOUNDARY	612H	3002547570	NMNM063994	NMNM143713	DEVON
BOUNDARY	611H	3002547569	NMNM063994	NMNM063994	DEVON
BOUNDARY	711H	3002547571	NMNM063994	NMNM143713	DEVON
BOUNDARY	712H	3002547706	NMNM063994	NMNM138278	DEVON
BOUNDARY	613H	3002548183	NMNM63994	NMNM63994	DEVON

**Notice of Intent**

**Sundry ID:** 2736277

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:** 06/16/2023

**Time Sundry Submitted:** 02:15

**Date proposed operation will begin:** 03/10/2023

**Procedure Description:** APPLICATION FOR CENTRAL TANK BATTERYOFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP is respectfully requests approval for a Pool/Lease Commingle Proposal for BOUNDARY RAIDER 6 CTB 3. Please see attached application. Previously approved commingle application for Boundary Raider 6-7 Fed 611H, 612H, 711 H, & 712H included for reference.

**Surface Disturbance**

**Is any additional surface disturbance proposed?:** No

**NOI Attachments**

**Procedure Description**

Boundary\_Raider\_6\_CTB\_3\_Phase\_2\_Submitted\_Cominggle\_App\_BLM\_20230616141403.pdf

**Conditions of Approval**

**Specialist Review**

Surface\_Commingling\_COA\_20230818155710.pdf

**Operator**

*I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a*

**Operator Electronic Signature:** REBECCA DEAL

**Signed on:** JUL 12, 2023 02:46 PM

**Name:** DEVON ENERGY PRODUCTION COMPANY LP

**Title:** Regulatory Analyst

**Street Address:** 333 W SHERIDAN AVE

**City:** OKLAHOMA CITY                      **State:** OK

**Phone:** (303) 299-1406

**Email address:** REBECCA.DEAL@DVN.COM

**Field**

**Representative Name:**

**Street Address:**

**City:**                                              **State:**                                              **Zip:**

**Phone:**

**Email address:**

**BLM Point of Contact**

**BLM POC Name:** JONATHON W SHEPARD

**BLM POC Title:** Petroleum Engineer

**BLM POC Phone:** 5752345972

**BLM POC Email Address:** jshepard@blm.gov

**Disposition:** Approved

**Disposition Date:** 08/18/2023

**Signature:** Jonathon Shepard

**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-768-A**

**ORDER**

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

**FINDINGS OF FACT**

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. 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.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

**CONCLUSIONS OF LAW**

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

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

### **ORDER**

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

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

2. This Order supersedes Order PLC-768.
3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a 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.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. 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.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

*Albert Chang*

---

**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 10/31/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: PLC-768-A**  
**Operator: Devon Energy Production Company, LP (6137)**  
**Central Tank Battery: Boundary Raider 6 Central Tank Battery 3**  
**Central Tank Battery Location: Lot 2, Section 6, Township 23 South, Range 32 East**  
**Gas Title Transfer Meter Location: Lot 2, Section 6, Township 23 South, Range 32 East**

### Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING	53800
WC-025 G-08 S243217P; UPR WOLFCAMP	98248
WC-025 G-09 S223219D; WOLFCAMP	98296

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

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 105789905	E2E2	06-23S-32E
	E2E2	07-23S-32E
	E2E2	18-23S-32E
CA Bone Spring NMNM 105697028 (138276)	W2W2	06-23S-32E
	W2W2	07-23S-32E
CA Wolfcamp NMNM 105736962 (143713)	W2	06-23S-32E
	W2	07-23S-32E
CA Wolfcamp NMNM 105722380 (143889)	W2E2	06-23S-32E
	W2E2	07-23S-32E
	W2E2	18-23S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47569	Boundary Raider 6 7 Federal Com #611H	W2W2	06-23S-32E	53800
		W2W2	07-23S-32E	
30-025-47571	Boundary Raider 6 7 Federal Com #711H	W2	06-23S-32E	98296
		W2	07-23S-32E	
30-025-47706	Boundary Raider 6 18 Federal Com #712H	W2E2	06-23S-32E	98248
		W2E2	07-23S-32E	
		W2E2	18-23S-32E	
30-025-47570	Boundary Raider 6 7 Federal Com #612H	W2	06-23S-32E	98296
		W2	07-23S-32E	
30-025-48183	Boundary Raider 6 18 Federal Com #613H	E2E2	06-23S-32E	98248
		E2E2	07-23S-32E	
		E2E2	18-23S-32E	
30-025-47812	Boundary Raider 6 18 Federal Com #713H	W2E2	06-23S-32E	98248
		W2NE	07-23S-32E	

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 200602

**CONDITIONS**

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 200602
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	11/10/2025