

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:

NMNM141970 3105.2 (NM920)

Reference: Communitization Agreement Purrito 18-19 Fed Com 210H, 211H, and 212H Section 18: LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 Section 19: LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 T. 23 S., R. 32 E., N.M.P.M. Lea County, NM

Devon Energy Company, L.P. 333 W Sheridan Avenue Oklahoma City, OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141970 involving 649.36 acres of Federal land in lease NMNM 18848, 40 acres of Federal land in lease NMNM 139370, Lea County, New Mexico, which comprise a 689.36 acres well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 of Section 18 and the LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 of Section 19, T. 23 S., R. 32 E., N.M.P.M., Lea County, NM, and is effective December 1, 2019. 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.

INTERIOR REGION 6 · ARKANSAS-RIO GRANDE-TEXAS GULF Oklahoma, Texas



APR 1 4 2021

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 Elizabeth Rivera at (505) 954-2162.

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

Sincerely,

Sheila Mallory Deputy State Director Division of Minerals

۱

1 Enclosure:

1 - Communitization Agreement

cc: ONRR, Denver NM Taxation & Revenue Dept. (Revenue Processing Div.) NMOCD NM (9200) NM (P0220-CFO, File Room) NMSO (NM925, File) NM STATE LAND COMM.

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 LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 of Section 18 and the LOT 1, LOT 2, LOT 3, LOT 4, and E/2W/2 of Section 19, T. 23 S., R. 32 E., N.M.P.M., 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. Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.
- 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:

APR 1 4 2021

Sheila Mallory Deputy State Director Division of Minerals

Effective: December 1, 2019

Contract No.: Com. Agr. NMNM141970



Devon Energy Production Company, L.P. 333 West Sheridan Avenue Oklahoma City, OK 73102

April 30, 2020

Sent VIA Certified Mail: 9414814901527181844087

Bureau of Land Management New Mexico State Office 301 Dinosaur Trail Santa Fe, New Mexico 87508

NWN1970

BLM, NMSO SANTA FE

MAY 04 2020

RECEIVED

RE: Federal Communitization Agreement: Purrito 18-19 Fed Com 210H, 211H and 212H Secs 18 and 19-23S-32E, Lea County, NM

To Whom It May Concern,

Please find enclosed are 4 (2 Original and 2 Copies) of Executed and Notarized Federal Communitization Agreements covering Bone Spring Formation in Secs 18 and 19-23S-32E, Lea County, New Mexico. Please review and approve at your earliest convenience. Communitized wells: Purrito 18-19 Fed Com 210H, 211H, and 212H (2 Orig Federal)

- Lots 1-4 and E/2 W/2 of Section 18 and Lots 1-4 and E/2 W/2 of Section 19 containing 689.36 acres, covering the Bone Spring Formation only.
- NMNM 18848 (649.36 acres, Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4 and E/2 W/2 of Section 19), NMNM 139370 (40.00 acres, NE/4 NW/4 of Section 18).

After approved please return all available documents to my attention. If you have any questions please email or call me, my contact information is below.

Respectfully,

illy Miemine

Kelly Niemyer Land Analysis Professional Devon Energy Production Company, L.P. Direct: 405-228-2817 OKDEC 38.435H kelly.niemyer@dvn.com #210H 3002546786 DRG ZIIH 3002546787 DRG ZIZH 3002546788 DRG District.1 1625 N. French Dr., Hobbs, NM 88240 Phone: (375) 393-6161 Fax: (575) 393-0720 District.11 811 S. First St., Artesia, NM 88210 Phone: (375) 748-1283 Fax: (575) 748-9720 Distrist.111 1000 Rio Brazos Road, Aztec, NM 37410 Phone: (505) 334-6178 Fax: (505) 334-6170 District.1V 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (305) 476-3460 Fax: (505) 476-3462

345.08

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

1	API Numbe	er 53805		2	³ Pool Name						
						SAND DUNES I	BONE SPRIN	G SOUT	H		
Property	Code				⁵ Property				* Well Number		
			PURRITO 18-19 FED COM							212H	
'OGRID	No.				Operator	Name		* Elevation			
6137			DEV	ON ENER	GY PRODUC	CTION COMPA	NY, L.P.	[3556.5		
					 Surface 	e Location		······································			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/Wes	t line	County	
С	18	23 S	32 E		525	NORTH	1820	WES	T	LEA	
			" B	ottom Ho	ole Location	If Different Fr	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/Wes	t line	County	
N	19	23 S	32 E		20	SOUTH	2240	WES	т	LEA	
Dedicated Acre	s ^U Joint	or Infill 4 C	Consolidation	1 Code		1 <u>, mana</u>	¹⁸ Order No.	L	I.,		

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. *NMOCD REQUESTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE*

		i
	T 2640.54 FT	"OPERATOR CERTIFICATION
NW CORNER SEC. 18 LAT. = 32.3116930 N LAT. = 32.3117365	LAT. = 32.31177461	I hereby certify that the information contained herein is true and complete to the
LONG. = 103.7229595'W tz	nw LONG. = 103.70522191₩	best of my knowledge and belief, and that this organization either owns a
NMSP EAST (FT) 55 SHL 50 Nest FT) N = 477663.17 23 SHL 50 N = 477695.30	(3) NMSP EAST ((T) (3) N = 477724.51 (4) E = 735384.50	working interest or unleased mineral interest in the land including the proposed
E = 729904.77 8 LI FTP J E = 732744.70	2 E = 735384.50	borrow hole location or has a right to drill this well at this location pursuant to
PURRITO 18-19	ГЕР СОМ 212H	a contract with an owner of such a mineral or working interest, or to a
ELEV. = 3556.5' LAT. = 32.310278		voluntary pooling agreement or a compulsory pooling order heretofare entered
W/4 CORVER SEC, 18 2 LONG = 103,717(LAT. = 32,304384'N NINSP EAST (FT)	704 W S E/4 CORNER SEC. 18 UX = 32.3045169 N	by the division
LONG. = 103.7229618W	LONG. = 103.7052099'W	Juny Hannes-20-2019
Nursp EAST (71) N = 475023.97	NMSP EAST (FT) N = 475084.23	
E * 729919.08	Ε = 735403.66	Signature Date
100 PHL 2240 P 2 VI.I = 32.3114525	n 2	Jenny Harms
	DŽW	Printed Name
SW CORMER SEC. 18 # NMSP EAST (FT) LAT. = 12,29713337N 98 N = 477588.53	SE CORNER SEC. 18	1 62 6 2 C
LONG. = 103.7229608 W 😤 E 📲 732144.73	S LONG. = 103.7052095W	Jenny.harms@dvn.com
HALSP EAST (FT) ♀ N = 472388.26	H = 472446.64	E-mail Address
E = 729934.39 L4 DNF	E = 735419.28	
	1	"SURVEYOR CERTIFICATION
12 10 T.	C LAST TAKE POINT 9 100 PSL 2240 FWL	I hereby certify that the well location shown on this plat was
	THE NORTH S LONG = 103.7157206W	· · · ·
	NUSP EAST (FT)	plotted from field notes of actual surveys made by me or under
E EAST COOPDIATES	APE CRID (MADUE) $R = 467233.933$ APO DETAL CES $E = 732201.32$ INIO STATE PLANE $R = 400000000000000000000000000000000000$	my supervision, and that the same is true and correct to the
W/4 CORNER SEC. 19	AND STATE PLANE WODIFIED TO THE ONTING MAYDES PECA CORNER SEC. 19	best of my belief
(AT. = 32.2899380TN	LAT. = 32.2900102'N	MAY 10, 2019
LONG. = 103.7229667W	LONG. = 103.7052115W NUSP EAST (FT)	
N = 469748.81 LAT = 32 2827699'N	N = 469806.75	Date of Survey
E = 729947.60 C LONG. = 03.7157206W 3 NMSP EAS (FT)	E = 735434.10	A SAN ME
8 N = 467103,94	56.35	1 And Sanda De 11
SW CORNER SEC. 19 $=$ 14 S/4 CORNER SEC. 19	E SE CORNER SEC. 19	All also all all a
IAT = 37 28268371N SI	- LAJ = 32,2827586 N	LANK COMMANN
	H 97 NMSP EAST (FT)	Signatur and Heybert colessing Subery to
N = 467109.75	$ \begin{array}{c} H = 467163.68 \\ E = 735450.43 \end{array} $	Centifyine Number FILIMONT. JARAMILED. PLS 12797
	W 2639.62 FT	TOFESSIONEVERNO. 7278
		INFESSION.

District.1 1625 N. French Dr., Hobbs, NM 88240 Phone; (\$75) 393-6161 Fax: (\$75) 393-0720 District.11 811 S. First St., Artesia, NM 88210 Phone; (\$75) 748-1283 Fax: (\$75) 748-9720 District.111 1000 Rio Brazzos Road, Aztec, NM 87410 Phone; (\$35) 334-6178 Fax: (\$05) 334-6170 District.11V 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone; (\$05) 476-3460 Fax: (\$15) 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

1	API Numbe	53800 ^{Pool Code}			e	⁹ Pool Name				
						SAND DUNES	BONE SPRIN	IG		
* Property	Code	* Property Name							* Well Number	
		PURRITO 18-19 FED COM							212H	
'OGRID	No.				Operator	Name			* Elevation	
6137			DEV	ON ENER	RGY PRODUC		3556.5			
					* Surface	e Location			····	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
С	18	23 S	32 E		525	NORTH	1820	WEST	LEA	
		_	" B	ottom He	ole Location	If Different Fr	om Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
N	19	23 S	32 E		20	SOUTH	2240	WEST	LEA	
² Dedicated Acre 344.28	s ^U Joint	or Infill	Consolidation	1 Code			¹³ Order No.		.1	

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. *NMOCD REQUESTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE*

	N89'21'05'E 2840.72 FT N89'21'58'E 2640.54 FT		"OPERATOR CERTIFICATION
NW CORNER SEC. 18	AF CORNER SEC. 18	NE CORNER SEC. 18 LAT. = 32,3117745.N	I hereby certify that the information contained herein is true and complete to the
LONG. = 103.7229595W C	1820' = 103.7137868'W	E LONG. = 103.7052219'W	best of my hunwledge and helief, and that this organization either owns a
NMSP EAST (FT) = N = 477663.17 g E = 729904.77 %	SHL SHL + 477695.30	\$ NAISP EAST (FT) \$ N = 477724.51	working interest or unleased mineral interest in the land including the proposed
E = 729904.77 S	LI FTP = 732744.70	R E = 735384.50	bottom hole location or has a right to drill this well at this location pursuant to
1 ,29,30	PURRITO 18-19 FED CON 212H	57 €	a contrast with an owner of such a mineral or working interest, or to a
5	LAT. = 32.3102782 (NAD83) LONE = 103.7170704 W	SA DA DA E/4 CORNER SEC. 18	voluntary pooling agreement or a compulsory pooling order heretofore entered
₩/4 CORNER SEC. 18 💆 LAT. = 32.30443841H	HARST EAST (FT)	LAT = 32.3045169'N	by the division.
LONG. = 103.7229618 W NUSP EAST (FT)	$\frac{12}{E} = \frac{N}{731727.13} + \frac{472158.87}{E} = \frac{1}{731727.13}$	LONG. = 103.70520997W NMSP EAST (FT)	Juny Hannis-20-2019
N = 475023.97		N = 475084.23 E = 735403.66	Supramer Date
C - 12/31/2.00	FIRST TAKE POINT		Signature V Date
2636.13	L3 L0 C = 103.7157107W	2638.2	Jenny Harms
SW CORMER SEC. 18 😤	NWP EXIT (FT)	SE CORNER SEC. 18	Printed Name
LAT. = 32.29719331N 38 LONG. = 103.7229608W 2	N 47758853 E 732144.73	N LAT. = 32.2972667N S LONG. = 103.7052095W	Jenny.harms@dvn.com
NWSP EAST (FT)		03 NWSP EAST (FT) N = 472446.64	E-mail Address
E = 729934.39	L4 DNF	E = 735419.26	
	589'23'25'W 2743.19 FT S89'23'25'W 2743.19 FT		"SURVEYOR CERTIFICATION
2	etter i	E LAST TAKE POINT 9 100 PSL, 2240 PWL	I hereby certify that the well location shown on this plat was
2640.05	NOTE: UNTIDOE AND LONGIDE COOPDINATES ARE SHORN USING THE NOTION	o 100 PSL 2240 PWL of LAT = 32.2829898'N S LONG. = 103.7157206'W	
*	USTED NEW MOXED STATE PLANE	NUSP EAST (FE)	plotted from field notes of actual surveys made by me or under
715	EAST GOOPOLIATES ARE GRID (NABUL) BASIS OF BEARING AND DISTANCES UTSC ARE NEW MEDICI STATE FULLE	E = 732201.32	my supervision, and that the same is true and correct to the
W/4 CORNER SEC. 19	EAST COORDUNTES MODIFIED TO THE SURFACE VERTICAL DATUM NAVDRB	R E/4 CORNER SEC. 19	best of my belief.
LAT. = 32.2899380'N LONG. = 103.7229567'W	12	LAT. = 32.2900102'N LONG. = 103.7052115'W	MAY 10, 2019
NUSP EAST (FT)	BOTTOM OF HOLE	NMSP EAST (FT) N = 469806.75	Date of Survey
N = 469748.81 E = 729947.60	LONG. = 103.7157206W	E = 735434.10	
8	NMSP EAST (FT) N = 467153,94	38.7	EN ME TA
28	$L_3 = \frac{1}{1} = \frac{\xi}{1} = \frac{732201177}{571} = \frac{1}{1}$		(Xan II An Alla
SW CORNER SEC. 19 K	L4 S/4 CORAER SEC. 19 LAT. = 32 202 2.34 H	LAT. = 32.2827586 N	ZKRANK PRAILEULO
LONG. = 103.72296727W	LTP LONG = 103,7137479W	S LONG. = 103.7052086'W	Signature and the providence Subject of the
N = 457109.75	18HL R H = 467140.54	N = 467168.68 E = 735450.43	Centifiere Name FILIMONT. JARAMILLO PLS 2797
E * 729962.47	589 22 51 W 2849.85 M 589 23 20 W 2639.82 FT	c = 730930.43	ROFESSIONE HO. 7278
		- and the second s	CLESSION.

District.1 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District.11 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District.111 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District.12 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

		W	ELL LC	OCATIO	N AND AC	REAGE DEDI	CATION PL	AT		
8	API Numbe	r	53	3800 ^{° Pool Cod}	e Q		RING			
* Property (Code				⁴ Property	Name			* Well Number	
				P		211H				
'OGRID	No.	* Operator Name							* Elevation	
6137			DEVON ENERGY PRODUCTION COMPANY, L.P.				3555.3			
					 Surfac 	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
С	18	23 S	32 E		525	NORTH	1790	WEST	LEA	
			" B	ottom Ho	ole Location	If Different Fr	om Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
4	19	23 S	32 E		20	SOUTH	1360	WEST	LEA	
^J Dedicated Acre	s ^U Joint	or Infill 14 (Consolidation	1 Code		. <u>.</u>	¹⁵ Order No.			
344.28										

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. *NMOCD REQUSTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE*

	N89'21'05"E 2840.72 FT	N89'21'58"E 2640.54 FT		"OPERATOR CERTIFICATION
NW CORNER SEC. 18		CORNER SEC. 18	NE CORNER SEC. 18 LAL * 32.3117746 N	I hereby certify that the information contained herein is true and complete to the
LAT. = 32.3116930N LONG. = 103.7229595W []		= 32.3117365'N = 103.7137668'W	L LONG. = 103.70522197W	best of my knowledge and belief, and that this organization either owns a
NWSP EAST (FT) = N = 477663.17 =		ASP EAST (FT) = 477695.30	57 NMSP EAST (FT) 57 N = 477724.51	working interest or unleased mineral interest in the land including the propried
E = 729904.77 K	u ["	* 732744.70	ġ K = 477724.51 ஜ E = 735384.50	bottom hole location or has a right to drill this well at this location pursuant to
15	PUL	UTO 18-19 FED COM 211H	Υ.	a contract with an owner of such a mineral or working sterest, or to a
18.31	ELET	= 3555.3' = 32.3102777 N (NAD83)	124.5	volution proling agreement or a compulsory pooling order heretofore external
W/4 CORNER SEC. 18 2	LONG	= 103.7171674'W	5 E/4 CORNER SEC. 18 LAT. = 32.30451691N	A Automatica and a second s
LAT. = 32.3044384'N LONG. = 103.7229618'W		EAST (FT) 477158,53	LONG. = 103.7052099W	Juny Hanno 5-20-2019
MUSP EAST (FT) N = 475023.97		731697.15	HMSP EAST (FT) N = 475084.23	5-20-2019
E = 729919.08	E FIES	T TAKE POINT	E = 735403.66	Signature Date
36.3.	1 2001	FRL, 1360' FWL = 32.3114391'N	2638.2	JENNY HARMS
8		= 103,7185585W	×	
SW CORNER SEC. 18 🔮		E/ST (FT) 477578.58	P SE CORNER SEC. 18 S LAT. = 32.2972667N	Finited thatte
LAT. = 32.2971933'N 24 LONG. = 103.7229608'W 22		731264.96	S LONG. + 103.7052095W	_Jenny.harms@dvn.com
NWSP EAST (FT)	i li	0	S MINSP EAST (FT)	E-mail Address
N = 472388.26 E = 729934.39	14	F	N = 472446.64 E = 735419.26	to them a trade state
C = 129934.39	589'23'25"W 2743.19 FT	S89'23'25'W 2743.19 FT	E = 730113.20	
-	1	1	E LAST TAKE POINT	"SURVEYOR CERTIFICATION
8	l M		10 Lov 70 000077000	I hereby certify that the well location shown on this plat was
2640.05	u 12	TE: TILDE AND LONGILLEE COORDINATES E SHOWL USING THE WORTH	Ci LAT = 32.2829775 N LONG. = 103.71856747W NMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
2		TED REW MEXCO STATE PLANE	344 H = 467224 42	
1713		ST COORDINATES APE ORD (NADBJ) STS OF BEAPING AND DISTANCES ED ARE NEW MEXILO STATE PLANE	$R_{22} = 731321.56$	my supervision, and that the same is true and correct to the
W/4 CORNER SEC. 19	- E/E	ST COORDINATES MODIFIED TO THE REACE VERTICAL DATUM MAYO88	R E/4 CORNER SEC. 19	best of my belief.
LAT. = 32.2899380'N LONG. = 103.7229667'W	L		LAI. = 32.2900102N LONG. = 103.7052115W	MAY 10, 2019 NON F JARAM
NMSP EAST (FT)	BOTTON OF		NUSP EAST (FT)	Date of Survey
N = 469748.81 E = 729947.60 □	LAT. = 32.28 LONG. = 103		N = 469806.75 E = 735434.10	Date of Survey
8	NMSP EAST (8	
26.39	N = 467144 E = 731322		297	1 1 1 1 1 2 D . D & & / K
SW CORNER SEC. 19 🛃		XER SEC. 19	L' SE CORNER SEC. 19	XX2 XX XAUMANTS Y/10
LAT. + 32.2826837N	LAL -	32.2827234'N	E LAT. = 32.2827585N	CY INA THE MARCON
LONG. = 103.7229672W	-170	103.7137479W PEAST (FT)	C LONG. = 103.7052085W	Stapping Higher Stand Subrety S
NMISP EAST (FT) 😌 N = 467109.75	S/∕−BHL N =	467140.54	R NUSP EAST (FT) N = 457168.68	Certificate Number FILIMON P JARAAULLO, PLS 12797
E = 729982.47	1999	732811.53 1	E = 735450.43	SURVEY NO. 7277
	S89'22'51 1 2849.85 FT	\$89'23'20'W 2639.62 FT		SURVEY NU. 7277

District.J 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District.JJ 811 S. First St., Artesin, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District.JJJ 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District.JJJ 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 53805 API Number SAND DUNES; BONE SPRING, SOUTH * Property Code ⁴ Property Name * Well Number **PURRITO 18-19 FED COM** 211H OGRID No. * Operator Name * Elevation DEVON ENERGY PRODUCTION COMPANY, L.P. 6137 3555.3 Surface Location UL or lot no. Section Township Range Lot Idn Feet from the North/South line Feet from the East/West line County C 18 23 S 32 E 525 NORTH 1790 WEST LEA Bottom Hole Location If Different From Surface UL or lot no. Section Township Range Lot Idn Feet from the North/South line Feet from the East/West line County 4 19 23 S 32 E 20 SOUTH 1360 WEST LEA ¹¹ Dedicated Acres ¹¹ Joint or Infill ¹⁴ Consolidation Code ¹³ Order No. 345.08

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. *NMOCD REQUSTED TWO PLATS TO SHOW TWO POOL CODES IN WELLBORE*

	N89'21'06"E	2840.72 FT N89'21'58"E 2640.54 FT		"OPERATOR CERTIFICATION
NW CORNER SEC. 18	FTP /	N/4 CORNER SEC. 18	NE CORNER SEC. 18 LAT. = 32.311774614	I hereby certify that the information constained herein is true and complete to the
LONG. = 103.7229595W E	1790'	LAT. = 32.3117365'N LONG. = 103.7137668'W	E LONG. = 103.7052219'W	best of my knowledge and belief, and that this organization either owns a
NUSP EAST (FT) 5	SHL		중 NMSP EAST (FT) 몇 N = 477724.51	working interest or unleased mineral interest in the land including the proprised
N = 477663.17 g E = 729904.77 %	- u	E = 732744.70	K E = 735384.50	bottom hole location or has a right to drill this well at this location pursuant to
5		PURRITO 18-19 FED COM 211H	E/4 CORNER SEC. 18	a contract with an owner of such a mineral or working interest, or to a
18.3		ELEV. = 3555.3' LAT. = 32.3102777 N (NAD83)	124	voluntary proling agreement or a compulsary pooling order keretofore energy
W/4 CORNER SEC. 18 💈		LONG. = 103.7171674W	S E/4 CORNER SEC. 18	1 1. 5.3.
LAT. # 32.30443841H LONG. # 103.72296181W	12	MMSP EAST (FT) <u>N = 1477158.53</u> E = 731697.15	LAT. = 32.3045169"N LONG. = 103.7052099'W	Englistenna ??
NUSP EAST (FT)		E = 731697.15	NUSP EAST (FI) N = 475084.23	Juny Hann 5-20-2019
N = 475023.97 E = 729919.08	1	FIRST TAKE POINT	E = 735403.66	Signature Date
26.22		100 ¹ PNL, 1360 ⁷ PWL LAT.1 = 32.3114391'N	2638.21	
36	<u> </u>	10NC = 103.7185585W		JENNY HARMS
SW CORNER SEC. 18 😤		NMSP EAST (FT) N = 477578.58	SE CORNER SEC. 18 SE LAT. = 32,2972667N	E SADARSA (TABOR)
LONG. = 103.72296081W	1	E = 731264.96	E LONG. = 103.7052095W	Jenny.harms@dvn.com
NAISP EAST (FT) 💆 N = 472388.26		1 12	NMSP EAST (F1) N = 472446.84	E-mail Address
E = 729934.39	LI L	DNF	E = 735419.26	
T	503 23 23 W	2743.19 FT 589'23'25'W 2743.19 FT		SURVEYOR CERTIFICATION
E 20	1	L L	E LAST TAKE POINT 8 100 PSL, 1360 PWL	I hereby certify that the well location shown on this plat was
2640.05	1	ATE SHOAN USING THE NORTH	G LAT = 32.2829775'N LONG = 103.7185674'W	
5	LI J		MMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
	1	EAST COORDINATES APE CRID (NADBJ) BASIS OF BEARING AND DISTANCES	$E^{(4)} = 467224.42$ $E^{(4)} = 731321.56$	my supervision, and that the same is true and correct to the
011	i	PLEU ARE NEW MEXILO STATE PLANE		best of my belief.
W/4 CORNER SEC. 19 ♀ (AT. = 32.2899380TN	. 1	SARFACE. VERICAL DATUM MAYDEB	E/4 CORNER SEC. 19 LAT. = 32.2900102'N	MAY 10. 2019 NON F JARAM
LONG. = 103.7229667W		BOTTON OF HOLE	LONG. + 103.70521151W NVSP EAST (F1)	MAY 10. 2019 NON F JARAM
NU/SP EAST (FT) N = 469748.81	1	LAT. = 32 827577'N	_ N = 469806.75	Date of Survey
E = 729947.60 E	1	LONG. = 103.7185675 W NMSP EAST (FT)	E = 735434.10 R	
2639.0		N = 46714444	2636.70	128 12/19/20/ La VI /K
	<u>u_</u>	$\underline{E} = \frac{73132201}{5/4}$	L' SE CORNER SEC. 19	VXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
SW CORNER SEC. 19 LAT. = 32.2826837N		LAT. = 32.2827234'N LONG. = 103.7137479'W	E LAT. = 32.2827586'N	CY MARTINE W
LONG. = 103.72296727W		LTP MUSP EAST (FT)	S LONG. = 103.70520867W S NUSP EAST (FT)	Sitter and State Barris State Suntain Survey of
NU/SP E/ST (FT) 😫 N = 467109.75	20	BHL N = 467140.54 732811.53	N = 467168.68 E = 735450.43	Centificate Number TILIMON P JARAMILLO, H.S 12797
E = 729962.47	589 22'51 1		L = 733430.43	SURVEY NO. 7277
	12.2			

District.J 1625 N. French Dr., Hobba, 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 Brazzos 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

		W	ELL LC	CATIO	N AND ACH	REAGE DEDI	CATION PL	AT		
1	API Numbe	r	538	^² Pool Cod 305	SAND DUNES;BONE SPRING, SOUTH					
4 Property 9	Code				³ Property	Name			⁶ Well Number	
		PURRITO 18-19 FED COM							2	10H
'OGRID	No.	Operator Name 2 El							evation	
6137	ĺ		DEV	ON ENEF	RGY PRODUC	CTION COMPA	NY, L.P.	3555.5		
					Surface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/Wes	t line	County
С	18	235	32E		525	NORTH	1760	WES	т	LEA
			" B	ottom He	ole Location	If Different Fr	om Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/Wes	t line	County
4	19	23S	32E	4	20	SOUTH	480	WES	T	LEA
¹¹ Dedicated Acre 345.08	s ^D Joint	or Infill 4	Consolidation	o Code	·	<u> </u>	¹³ Order No.		· · · ·	
0-0.00										

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

	NBT21'06"F	2840.72 FT N89'21'58"E 2640.54 FT		" OPERATOR CERTIFICATION
NW CORNER SEC. 18	1	N/4 CORNER SEC. 18	NE CORNER SEC. 18 LAT. = 32.3117746'N	I hereby certify that the information contained herein is true and complete to the
LAT. = 32.3116930'N LONG. = 103.7229595'W (; -	1760'	LAT. = 32.3117365'N LONG. = 103.7137668'W	E LONG. = 103.7052219'W	best of my knowledge and belief, and that this organization either some a
HALSP EAST (FT) == N = 477663.17 == E = 729904.77 %	FTP SHL	5 Hursp EAST (FT)	12 HUSP EAST (FT) 12 N = 477724.51	working interest or unleased mineral interest in the land including the proposed
£ = 729904.77 £	u	E = 732744.70	A E + 735384.50	bottom hole location or has a right to drill this well at this location pursuant to
a la		PURBITO 18-19 FED COW 210H	53.E	a contract with an owner of such a mineral or working interest, or to a
16(3		ELEV. = 3555.5' LAT. = 32.3102772'N (NAD83)	5	voluntary pooling agreement or a compulsory pooling order heretafore external
W/4 CORMER SEC. 18 2 LAT. = 32.30443841N		LONG. = 103.7172646'W NMSP EAST (FT)	9 E/4 CORNER SEC. 18	by the division.
LONG. = 103.7229618W	12	N = 1477158.17	LONG. = 103.7052099 W	Sinny Hannes-20-19
NMSP EAST (FT) N = 475023.97		E = 731667.14	NUSP EAST (FT) N = 475084.23	<u>11111 5-20-19</u>
£ = 729919.08		PIRST TAKE POINT 100 PNL 480 PNL	⊑ E = 735403.66	Signature () Date
26.2		100 FRL, 480 FRL LAT.J = 32.3114256'N (2638.2	Jenny Harms
			SE CORNER SEC. 18	Printed Name
SW CORNER SEC. 18 C LAT. = 32.29719337W 2	1	N = 477568.62 E = 730385.19	AT LAT = 32.2972667N	Lanny harres @dun as a
LONG. = 103.7229608W		r ≓ v20302r1a	S LONG. = 103.7052095 W S HWSP EAST (FT)	Jenny.harms@dvn.com
N = 472388.26	LI 1	DNF	H = 472446.64 E = 735419.26	E-mail Address
E = 729934.39	001 23'23 W		E = 735413.20	
t	1.000.000.000		E LAST TAKE POINT	"SURVEYOR CERTIFICATION
2640.05		THE MO DECIDE CORPORTS	9 100' PSL, 480' FWL 3 LAT = 32,2829652'N	I hereby certify that the well location shown on this plat was
2640	U 1	E SHOWY USING THE HORTH	3 LAI = 32.2829652N LONG. = 103.7214143W NMSP EAST (FT)	plotted from field notes of actual surveys made by me or under
5		TED NEW VERICE PARE PLANE	IP и = 467214°01	my supervision, and that the same is true and correct to the
17/1		SS OF BEARING AND DISTANCES	R E = 730441.78	
W/4 CORVER SEC. 19 2		PAT COORCHATES WOOFFED TO THE	R E/4 CORNER SEC. 19	best of my belief.
LAT. = 32.28993807H LONG. = 103.72296677W	12		LAT. = 32.29001021N LONG. = 103.70521151W	MAY 10, 2019
NUSP EAST (FT) N = 469748.81		BOTTOM OF HOLE LAT. = 32.327454'N	NUSP EAST (FT) N = 469806.75	Date of Survey
E = 729947.60 E		LONG. = 103.7214143 W	E = 735434.10	E SEN MEL
89.65¥		NMSP EAST (FT) N = 46713-93	192	1-1" Tellox all
	L3	E = 73044224		Soll Marsk MARY 1/0
SW CORNER SEC. 19 Z	u	S/4 ORHER SEC. 19 LAT 32.2827234'H	SE CORNER SEC. 19 (1) LAT = 32,28275861H	INNING BANKARA
LONG. = 103.7229672W	LTP	LONG. 103.7137479W	S LONG. = 103.7052086'W	Support Star Star for Profession Surveyor (4)
N = 467109.75	R/-BHL	H 487140.54	N = 467168.68	Centrate Number FLIMON F. MRAMILLO PLS 12797
E = 729962.47	589 22 51 1	E 732811.53 2849.85 FT S89 23 20 W 2639.62 FT	E = 735450.43	SSIONISURVEY NO. 7276

District.1 1625 N. French Dr., Hobbs, NM \$8240 Phone: (575) 393-6161 Fax: (575) 393-0720 District.11 \$11 S. First St., Artesia, NM \$8210 Phone: (573) 748-1283 Fax: (575) 748-9720 District.111 1000 Rio Brazos Road, Aztee, NM \$7410 Phone: (505) 334-6178 Fax: (505) 334-6170 District.11V 1220 S. St. Francis Dr., Santa Fe, NM \$7505 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

		W	ELL LC	OCATIO	N AND AC	REAGE DEDI	CATION PL	AT			
1	API Numbe	¹ Pool Code 53800				SAND DUNES;BONE SPRING					
⁴ Property (Code				^s Property	v Name			⁶ Well Number		
			PURRITO 18-19 FED COM								
'OGRID	No.		" Operator Name ' E								
6137			DEV	ON ENEF	RGY PRODU	CTION COMPA	NY, L.P.		3555.5		
	_				Surface	e Location			i		
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West	line County		
С	18	23S	32E		525	NORTH	1760	WES	T LEA		
			۳B	ottom He	ole Location	If Different Fr	om Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West	line County		
4	19	23S	32E	4	20	SOUTH	480	WES	T LEA		
¹¹ Dedicated Acre 344.28	s ^D Joint	or Infill 14 (Consolidation	n Code	·		¹⁵ Order No.				

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

	N89'21'06"E 20	840.72 FT N89'21'58'E 2640.54 FT		"OPERATOR CERTIFICATION
NW CORNER SEC. 18	1	HAVE CORNER SEC. 18	NE CORNER SEC. 18 LAT. = 32.3117746N	I hereby certify that the information contained herein is true and complete to the
LAT. = 32.3116930'N LONG. = 103.7229595'W (1760'	LA = 32.3117365'N LONE = 103.7137668'N	E LONG. = 103.70522191W	best of my knowledge and belief, and that this organization either owns a
NUSP EAST (FT) 25 N = 477663.17 25 E = 729904.77 25	p SHL	10 MUSP EAST (FT)	12: NWSP: EAST (FT) 12: N = 477724.51	working interest or unleased mineral interest in the land including the proposed
E = 729904.77 2	u	so = 477055.30 = 732744.70	₹ E = 735384.50	bottom hole location or has a right to drill this well at this location pursuant to
		PULAITO 18-19 PED COM 210H	2	
	1	ELE = 3555.5	54,2	a contract with an owner of such a mineral or working interest, or to a
W/4 CORNER SEC. 18	4	LAT = 32.3102772 N (NAO83) LOVE = 103.7172646 W	S E/4 CORNER SEC. 18	withintary produing agreement or a compulsory produng order heretofore entered
LAT. = 32.3044384 N	12	NMSP EAST (FT)	011 - 22.007219311	by the division.
LONG. = 103.7229618W NUSP EAST (FT)		<u>N</u> 1 <u>477158.17</u>	LONG. = 103.7052099 W NMSP EAST (FT)	Onny Hanno 5-20-19
N = 475023.97	1		_ N = 475084.23	
E = 729919.08 G		PLAST TAKE POINT	E = 735403.66	Social Date
2656.33		10 PNL 480 PRL LAT = 32.3114256'N	2638.2	Jenny Harms
1 4 -	<u>_u_</u>	L010, =_103.7214062W	4 1	Printed Name
SW CORNER SEC. 18 🚰	1	NUT EAST (FT) N 477568.62	SE CORNER SEC. 18 CAL = 32.2972667N	
LONG. = 103.7229608W	1	E 730385.19	중 LONG. = 103.70520957W	Jenny.harms@dvn.com
NUSP EAST (FT) 2 N = 472388.26	1		X HUSP EAST (FT) N = 472446.64	E-mail Address
E = 729934.39	14 1	DNF	E = 735419.26	
	S89'23'25'W 27	743.19 FT \$89'23'25'W 2743.19 FT		SUDVENOD CEDTIFICATION
<u>يا</u>	1		C LAST TAKE POINT	"SURVEYOR CERTIFICATION
2640.05		NOTE: LATIFICE AND LONGTUDE COORDINATES ARE SHON'N USING THE NORTH	3 LAT = 32.2829652'N	I hereby certify that the well location shown on this plat was
<u>×</u>	. u . {	ARE SHON'N USING THE HORTH ARERICAN DATUM OF 1983 (HADES)	3 LONG. = 103.7214143W NUSP EAST (FT)	plotted from field notes of actual surveys made by me or under
25		- ARERICAN DATUM OF 1983 (IMDES) USTED NEW VENCO FATE PLANE ELST COORDINATES ARE GPD (INAC83)	ม และเกานได้	and an analysis and there are a series in the second
2	4	EAST COOPDINATES ARE GRO (INCOS) BASS OF BEARING AND DISTANCES USED ARE NOW HEAVED SIATE PANE EAST COOPDINATES WODPED TO THE	ε = 730441.78	my supervision, and that the same is true and correct to the
W/4 CORNER SEC. 19 B	1	EAST COORDINATES WOORFIED TO THE SURFACE, VERTICAL DATUM NAVO88.	5 E/4 CORNER SEC. 19	best of my belief.
LAT. = 32.2899380'N LONG. = 103.7229687'W	12	1	LAT. = 32.29001021N LONG. = 103.70521151W	MAY 10, 2019
NMSP EAST (FT)		BOTTOM OF HOLE	NUSP EAST (FT)	THAT IO, 2019 LONE /40
N = 469748.81 E = 729947.60	1	LAT. = 32.2827454 N LONG. = 103.7214143 W	E = 469806.75 E = 735434.10	Date of Survey
E = 729947.00 -	1	NUSP EAST (FT)	8	4 SEN MEXING
55		N = 46713493 E = 73044224	2638	13 a all Adama (1)
	<u> </u>	S/4 CORNER SEC. 19	SE CORNER SEC. 19	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
SW CORNER SEC. 19		LAT. = 32.2827234'H	- LAT. = 32.2827585'N	/ MAXING HANNEY W
LONG. = 103.72296727W 2010	LTP	LONG, == 103.71374791W HMSP EAST (FT)	S LONG. = 103.7052086W S NUSP EAST (FT)	Signafund War Scipler Protesting Survey of Car
HMSP EAST (FT) S N = 467109.75	R/-BHL	N ≓ 467140.54	N = 467168.68	Centres Number FILMON F. MRAMILLO, PLS 12797
E = 729962.47	480	E =; 732811.53 849.85 FT \$89.23'20'W 2639.62 FT	E = 735450.43	190 ESSIONISUBVEY NO. 7276
	S89'22'51 W 2	849.83 Fi 303 23 27 W 2039.62 Fi		COSIDINISOBRES NO. 1210

RE: [EXTERNAL] RE: Purrito 18-19 Fed Com #210H, 211H, 212H

Niemyer, Kelly <Kelly.Niemyer@dvn.com> Mon 5/18/2020 12:56 PM To: Dupre, Marjorie J <mdupre@blm.gov> Hi Margie,

Yes, we have our regulatory person filing sundries to correct that and like the Todd, I will let you know when the Purrito new spacing is correctly reflected on the NMOCD website.

In regards to the original signatures, are 2 still enough like previously submitted?

Respectfully,

Kelly Niemyer Staff Land Analyst Devon Energy Production Company, L.P. Direct: 405-228-2817 OKCDEC 38.435H



Devon - Internal

From: Dupre, Marjorie J <mdupre@blm.gov> Sent: Monday, May 18, 2020 1:51 PM To: Niemyer, Kelly <Kelly.Niemyer@dvn.com> Subject: Re: [EXTERNAL] RE: Purrito 18-19 Fed Com #210H, 211H, 212H

Kelly;

I went this morning and looked at the Todd CAs and they both have NMOCD spacing correctly for the CA. BLM cannot change the spacing with a Sundry we do not have authority to change spacing. It has to come from NMOCD for the 689.36 spacing. Each well will need that spacing for me to accept this CA. Once the C-102s are posted properly to NMOCD then the CA can be accepted.

Margie Dupre Land Law Examiner New Mexico State Office 301 Dinosaur Trail Santa Fe, NM 87508 mdupre@bim.gov 505 954-2142

From: Niemyer, Kelly <<u>Kelly.Niemyer@dyn.com</u>> Sent: Tuesday, May 12, 2020 2:39 PM To: Dupre, Marjorie J <<u>mdupre@blm.goy</u>> Cc: Youngblood, Lorre <<u>Lorre.Youngblood@dvn.com</u>> Subject: [EXTERNAL] RE: Purrito 18-19 Fed Com #210H, 211H, 212H

Hi Margie,

Thank you for the email regarding the Purrito 18-19 Fed com 210H, 211H, and 212H CA's. I understand that the communitized area does not match the existing C-102's. We are filing a sundry on each well to update the dedicated 689.36 acres. This is not a non-standard spacing unit because we are pulling in proximity tracts per new horizontal rules. This was the same issue we had dealt with regarding the Todd 36-25 State Fed Com 234H CA. We will let you know as soon as the approved dedicated acreage change is reflected on the NMOCD website.

As for the original signatures, has the policy changed since March of this year? Attached is an email that states we only need two originals. I know in the past I have provided two original signatures and two copies. Please advise.

5/19/2020

Fram: Dupre, Marjorie J <<u>mdupre@blm.gov</u>> Sent: Tuesday, March 3, 2020 9:38 AM To: Lee, Jill <<u>blit.ee@dvn.com</u>> Subject: RE: Danger Noodle 29-20 Fed Com Wells-CA Questions

刷;

All record tible owners (lease owners) for Fed, Fee and State have to sign. All working interest for Fed, Fee and State have to sign or be force pooled by the state. Fee and State lessees of record can be force pooled by the state. The only individuals that can not be firecord. We have to do that. You need to list the ORRI owners, but don't need signatures. I need to have 2 originals and 1 copy submitted with any orders for spacing or pooling need to accompany the CA.

I have attached the CA model form that we accept for Fed/Fed, Fed/Fee, Fed/State, and/or Fed/Fee/State. The well names and numbers need to be listed on the cover letter. API numbers are helphil.

If you have any other questions or concerns please let me know.

Thanks and have a great day.

Margio Dupre Land Law Examiner Bureau of Land Management New Mexico State Office 301 Dinostur Trail Santa Fe, NM 87508 midupre@him.gov 505 5934-2142

Respectfully,

Kelly Niemyer Staff Land Analyst Devon Energy Production Company, L.P. Direct: 405-228-2817 OKCDEC 38.435H



Devon - Interna

From: Dupre, Marjorie J <<u>mdupre@blm.gov</u>> Sent: Tuesday, May 12, 2020 1:24 PM To: Niemyer, Kelly <<u>Kelly.Niemyer@dvn.com</u>> Subject: Purrito 18-19 Fed Com #210H, 211H, 212H

Good afternoon Kelly;

We are in receipt of your CA for the subject wells. We can not accept this CA. The spacing for these wells are at 344 acres plus or minus due to lots. You need to replace with 3 CAs. I will need more original signatures since you only sent 2 originals. If you have a non-standard spacing from the NMOCD for this acreage then you need to provide that and this issue will go away.

If you have any questions please let me know.

Margie Dupre Land Law Examiner New Mexico State Office 301 Dinosaur Trail Santa Fe, NM 87508 mdupre@bim.gov 505 954-2142

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

RECEIVED

MAY 04 2020

Federal Communitization Agreement

Contract No. <u>111111141970</u>

BLM, NMSO SANTA FE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT

STATE OF_OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)
On this 01 day of January , 2020, before me, a Notary Public for the State
On this V day of VIIIWAY , 2020, before me, a Notary Public for the State
of OKLAHOMA, personally appeared <u>Catherine Lebsack</u> , known to me to be the
Vice President of Devon Energy Production Company, L.P., the corporation that
executed the foregoing instrument and acknowledged to me such corporation executed
the same.
and the second

(SEAL) 18

My Commission Expires



non AC Notary Public

EXHIBIT "A"

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

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

 Purrito 18-19 Fed Com 211H (Defining Well)

 SHL: 525' FNL, 1,790' FWL, Sec 18-23S-32E

 BHL: 20' FSL, 1,360' FWL, Sec 19-23S-32E

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



Tract 1 NMNM 18848 649.36 acres



Tract 2 NMNM 139370 40.00 acres

18		7		-
				1
19	i deli			
				THE OWNER OF
				in the second

210H 211H 212H

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4, E/2 W/2 of Section 19 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	649.36
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Chevron USA Inc. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%
Tract No. 2	
Lease Serial Number:	USA NMNM 139370
Description of Land Committed:	NE/4 NW/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%

RECAPITULATION

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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

10/2020

athenine Sebsack By:

Name: Catherine Lebsack Title: Vice President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

On this 0¹ day of 0¹ day of 0¹ 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice President</u> of <u>Devon Energy Production Company, L.P.</u>, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

0

OTH OTAD # 19010630 EXP. 10/21/23 UBLIC OF OK

Notary Public

My Commission Expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2/10/2020 Date

By: Jack blurn

Notary Public

00

Name: Jacob Velasco Title: <u>Chevron USA Inc.</u>

ACKNOWLEDGEMENT

STATE OF Texas)		
COUNTY OF Midla	ind) ss.		
On this 10 the day of	February	, <u>2020</u> , before me	, a Notary Public
for the State of Texa Jacob Velasci		nally	
appeared, known to n	ne to be the A-Hou	neu-In-fac	+ of
<u>Chevron USA Inc.</u> , the cor me such corporation execu	poration that executed	the foregoing instrumer	it and acknowledged to
(SEAL)	Sector States Public	WOOLDRIDGE State of Texas	
	- Expire Comm. Expire	es 06-29-2022 129866395	~

Stree of this

6-29-2022

My Commission Expires

RECEIVED

MAY 04 2020

Federal Communitization Agreement BLM, NMSO

Contract No. 11117114/970

SANTA FE

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

WITNESSETH:

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

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

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

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

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

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

Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2 of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37), E/2 W/2 of Section 19, Lea County, New Mexico

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

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

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

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

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

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

Date

Operator By: Cotherine Kebsack **Operator/Vice** President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>) SS. COUNTY OF <u>OKLAHOMA</u>)

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

(SEAL)

My Commission Expires



lotary Public

EXHIBIT "A"

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

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

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

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



14

Tract 1 NMNM 18848 649.36 acres



Tract 2 NMNM 139370 40.00 acres

210H 211H 212H

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4, E/2 W/2 of Section 19 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	649.36
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Chevron USA Inc. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%
Tract No. 2	4)
Lease Serial Number:	USA NMNM 139370
Description of Land Committed:	NE/4 NW/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%

RECAPITULATION

.

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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date

By: Catherine

Name: Catherine Lebsack Title: Vice President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF OKLAHOMA)

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

(SEAL)

My Commission Expires



Jotary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2/10/2020 Date

lavelh By: lam

Name: Jawb Velasco Title: Chevron USA Inc.

ACKNOWLEDGEMENT

STATE OF EXAS
country of Midland) ss.
On this 10 th day of February, 2020, before me, a Notary Public
for the State of Texas, personally Sacob Velasco
appeared, known to me to be the Attorney- In-fact of
Chevron USA Inc., the corporation that executed the foregoing instrument and acknowledged to
me such corporation executed the same.

(SEAL)

PETRA KRISS WOOLDRIDGE Notary Public, State of Texas Comm. Expires 06-29-2022 Notary ID 129866395

6-29-2022

My Commission Expires

Notary Public

suge

RECEIVED

MAY 04 2020

Federal Communitization Agreement BLM, NMSO SANTA FE

Contract No. 11 mm 141970

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

WITNESSETH:

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

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

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

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

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

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

Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2 of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37), E/2 W/2 of Section 19, Lea County, New Mexico

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

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

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

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

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

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is December 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year 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. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. Operator By: Cotherine Lebsack Operator/Vice President

1/10/2020 Date
ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

On this 10TH day of 101000, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice President</u> of <u>Devon Energy Production Company, L.P.</u>, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



Notary Public

My Commission Expires

EXHIBIT "A"

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

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

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

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



Tract 1 NMNM 18848 649.36 acres



Tract 2 NMNM 139370 40.00 acres

_	1000	ON LA		
ſ				18
			The second	
				19
		The second		
1				

210H 211H 212H

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4, E/2 W/2 of Section 19 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	649.36
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Chevron USA Inc. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%
Tract No. 2	*
Lease Serial Number:	USA NMNM 139370
Description of Land Committed:	NE/4 NW/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%

RECAPITULATION

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

10/2020

By: Catherine Xet

 Name:
 Catherine Lebsack

 Title:
 Vice President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

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

My Commission Expires



otary Public

2/10/2020

Date

By:	Janet	hlam	
Name:	Jawb		

Title: Chevron USA Inc.

ACKNOWLEDGEMENT

STATE OF exas)
country of Midland) ss.
On this 10 th day of <u>February</u> , <u>2020</u> , before me, a Notary Public
for the State of Texas, personally Jacob Velasco
appeared, known to me to be the <u>Attorney-In-Fact</u> of
Chevron USA Inc., the corporation that executed the foregoing instrument and acknowledged to
me such corporation executed the same.

PETRA KRISS WOOLDRIDGE Notary Public, State of Texas Comm. Expires 06-29-2022 Notary ID 129866395

6-29-2022

My Commission Expires

volduge **Notary Public**

RECEIVED

MAY 04 2020

Federal Communitization Agreement

4

BLM, NMSO SANTA FE

Contract No. 19707 141970

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

WITNESSETH:

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

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

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

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

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

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

Lots 1 (46.02), Lot 2 (46.05), Lot 3(46.09) and Lot 4 (46.12) and E/2 W/2 of Section 18 and Lot 1 (46.17), Lot 2 (46.24), Lot 3 (46.30), and Lot 4 (46.37), E/2 W/2 of Section 19, Lea County, New Mexico

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

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

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

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

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

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is <u>December 1, 2019</u>, 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 2year 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. <u>Nondiscrimination</u>. 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.

1/10/2020

Operator By: Cotherine Kepsack **Operator/Vice** President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)
) ss.
COUNTY OF OKLAHOMA	_)



Notary Public

My Commission Expires

EXHIBIT "A"

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

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

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

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



Tract 1 NMNM 18848 649.36 acres



Tract 2 NMNM 139370 40.00 acres

	COLUMN TWO IS NOT		
A REAL PROPERTY AND	a second second	10	18
THE PROPERTY AND	Standing and		01
No. Chickey	A STATE OF	10	
LUSS BOOKING	200005	100	
AND DECKING		100	
	Parallel by	All Children and State	
SUM REPEAL	100000 88		
	100 See 10		
	122356		
TERM CONTRACTOR	1952594394 191		A
1 1 1 1 1 1 1 1	12000		
	1257/122 2		
EXT CONTROL	No. States Inc.		
ALL CARGONS	190220	2	
100 300 300	0.00736		
Cort (NUSADD)	CONTRACTOR INC.		7.72 17 17
COL SUBSCIERCE			
A CONTRACTOR OF A	123822	8	
	C121702 41	8 C S	
ERON BEAMERIE	ASSIGN TO		
MORAL PROPERTY OF	AND A	0	
ROLL INCOMENTS	SHORE BE		
and the state			10
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19
			19

210H 211H 212H

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	Lots 1-4, SE/4 NW/4, and E/2 SW/4 of Section 18 and Lots 1-4, E/2 W/2 of Section 19 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	649.36
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Chevron USA Inc. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%
Tract No. 2	
Lease Serial Number:	USA NMNM 139370
Description of Land Committed:	NE/4 NW/4 of Section 18, Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	40.00
Record Title Owner – Lessee: Name and Percent ORRI Owners: Name of Working Interest Owners:	Devon Energy Production Company, L.P. ORRI Owners of Record Devon Energy Production Company, L.P. – 100.00%

RECAPITULATION

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

10/2020

By: Catherine Xet

Name: Catherine Lebsack Title: Vice President

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss. COUNTY OF <u>OKLAHOMA</u>)

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

My Commission Expires



otary Public

2/10/2020

Date

By:	Jan	ul blan	
	0		

Name: Jawb Velasco Title: <u>Chevron USA Inc.</u>

ACKNOWLEDGEMENT

STATE OF <u>exas</u>)
county of Midland)ss.
On this 10 th day of February, <u>2020</u> , before me, a Notary Public
for the State of Texas, personally Jacob Velasco
appeared known to me to be the Attorney- M- Fact of
Chevron USA Inc., the corporation that executed the foregoing instrument and acknowledged to
me such corporation executed the same.

(SEAL)

PETRA KRISS WOOLDRIDGE Notary Public, State of Texas Comm. Expires 06-29-2022 Notary ID 129866395

6-29-2022

My Commission Expires

Notary Public

ofe

pola