

Submit 1 Copy To Appropriate District Office
 District I - (575) 393-6161
 1625 N. French Dr., Hobbs, NM 88240
 District II - (575) 748-1283
 811 S. First St., Artesia, NM 88210
 District III - (505) 334-6178
 1000 Rio Brazos Rd., Aztec, NM 87410
 District IV - (505) 476-3460
 1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals and Natural Resources

Form C-103
 Revised July 18, 2013

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

WELL API NO. 30-015-41362
5. Indicate Type of Lease STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name Irritable 22 State Com
8. Well Numbers: 4H
9. OGRID Number 6137
10. Pool name or Wildcat Hay Hollow; Bone Spring, North
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3117' GL

SUNDRY NOTICES AND REPORTS ON WELLS
 (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)

1. Type of Well: Oil Well Gas Well Other

2. Name of Operator
DEVON ENERGY PRODUCTION CO LP

3. Address of Operator
PO BOX 250, ARTESIA, NM 88210

4. Well Location
 Unit Letter D : 330 feet from the NORTH line and 660 feet from the WEST line
 Section 22 Township 25S Range 27E NMPM County Eddy

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

NOTICE OF INTENTION TO: PERFORM REMEDIAL WORK <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> TEMPORARILY ABANDON <input type="checkbox"/> CHANGE PLANS <input type="checkbox"/> PULL OR ALTER CASING <input type="checkbox"/> MULTIPLE COMPL <input type="checkbox"/> DOWNHOLE COMMINGLE <input type="checkbox"/> CLOSED-LOOP SYSTEM <input type="checkbox"/> OTHER: <input type="checkbox"/>		SUBSEQUENT REPORT OF: REMEDIAL WORK <input type="checkbox"/> ALTERING CASING <input type="checkbox"/> COMMENCE DRILLING OPNS. <input type="checkbox"/> P AND A <input type="checkbox"/> CASING/CEMENT JOB <input type="checkbox"/> OTHER: Reclaim Location <input checked="" type="checkbox"/>	
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13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

For Information Only. This location pad was built 12/15/15, with no conductor. The APD has expired and Devon does not have any immediate plans to drill on this pad; therefore, this location has been reclaimed.

Devon Energy also requests permission to leave all power poles on location for future use of Devon wells.
 Thank you.

NM OIL CONSERVATION
 ARTESIA DISTRICT
 SEP 18 2017

Spud Date: Rig Release Date: RECEIVED

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

SIGNATURE *D. Menoud* TITLE ADMIN FIELD SUPPORT DATE 8/10/2017

Type or print name DENISE MENOUD E-mail address: denise.menoud@dvn.com PHONE: (575)746-5544
For State Use Only

APPROVED BY: _____ TITLE _____ DATE _____
 Conditions of Approval (if any): _____

DIRECTION
56 deg(T)

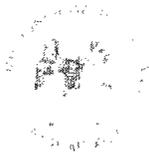
32.12205°N
104.18463°W

ACCURACY 5 m
DATUM WGS84



Irritable 22 State
Com 4H

6/23/17, 12:41:23 PM



NM OIL CONSERVATION

ARTESIA DISTRICT

SEP 18 2017

RECEIVED

Aubrey Dunn
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

September 29, 2015

Devon Energy Production Company
6488 Seven Rivers Highway
Artesia, NM 88210

Attn: Richard Wedman

Re: NM State Land Office Right of Way Easement R-34838 (Existing Xcel Tie-in to the Irritable 22 State 4H)

Dear Mr. Wedman:

Enclosed is your approved signed copy of the captioned grant of right-of-way easement. Also enclosed is an Affidavit of Completion form to be completed and returned to this office upon completion of the project.

If any corrections are necessary, please let us know and we will retype or amend the document as necessary. If you have any questions, please feel free to contact Mrs. Melissa Armijo of the Rights of Way Department at 827-5728 or via email at marmijo@slo.state.nm.us.

Sincerely,

Aubrey Dunn
Commissioner of Public Lands

Enclosures

AD\ma

Ready for LPR
✓ - Released to conduct
✓ - Copy made for File
 cc 10902692-01
RW

**STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS
GRANT OF RIGHT-OF-WAY**

Right-of-Way Easement No34838
Existing Xcel Tie In to the Irritable State Com 4 H

This indenture made this 29th day of September, 2015 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, "Grantor" and, Devon Energy Production Company, LP whose address is 6488 Seven Rivers Highway, Artesia, NM 88210 "Grantee;"

WITNESSETH:

That Grantor, for and in consideration of the sum of \$2,143.37----- Two Thousand One Hundred Forty Three Dollars and 37/100----- cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to Grantee a right-of-way for the sole and exclusive purpose of a 3 phase 14 KV overhead electric line including the right to enter upon the real estate hereinafter described at any time that it may see fit to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 30 feet in width in Eddy County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A.

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for a term of 35 years. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be parallel to, cross over or bisect this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.

GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH

FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

4. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
5. All pipelines placed on said lands by virtue of this grant shall be buried not less than twenty inches (20") deep. An exception to this requirement may be granted on other than agricultural lands when hard rock is encountered which would require blasting, or when a temporary pipeline is necessary and will not unduly hamper other surface uses. Deviation of the twenty-inch depth must be shown on the plat accompanying the application for right-of-way or by the filing of an amended plat upon completion of construction.
6. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
7. Grantee shall not assign this right-of-way without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof.
8. The rights granted herein are subject to valid existing rights.
9. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
10. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactments pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

2015 SEP 11 AM 9:00
6
533 5102

11. Non-use of the right-of-way granted herein for any period in excess of one (1) year following the initial construction of improvements, without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon.
12. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder.
13. Not with standing anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
14. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
15. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
16. This grant shall become effective upon its execution by Grantor.

STIPULATIONS:

1. **Temporary Construction Space is granted up to 20' during initial construction and maintenance. Exclude remediation phase. Temporary Work Space not to exceed 180 days.**

2007 SEP 11 10 09 10

GRANTEE:

By: *Richard Wedman*

ACKNOWLEDGMENT

STATE OF New Mexico)
) ss.
COUNTY OF Eddy)

The foregoing instrument was acknowledged before me this 16th day of September, 2015,
by Richard Wedman, of Devon Energy Production Co., L.P. a
Oklahoma Limited Partnership corporation, on behalf of said corporation.

My Commission Expires:

7-11-17  OFFICIAL SEAL
YSENIA NAVARRETTE
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 7-11-17

Ysenia Navarrette
NOTARY PUBLIC

STATE OF NEW MEXICO

BY: *Aubrey Dunn*
Aubrey Dunn
Commissioner of Public Lands

DATE: 9-29-15

2015 SEP 29 10:03 AM

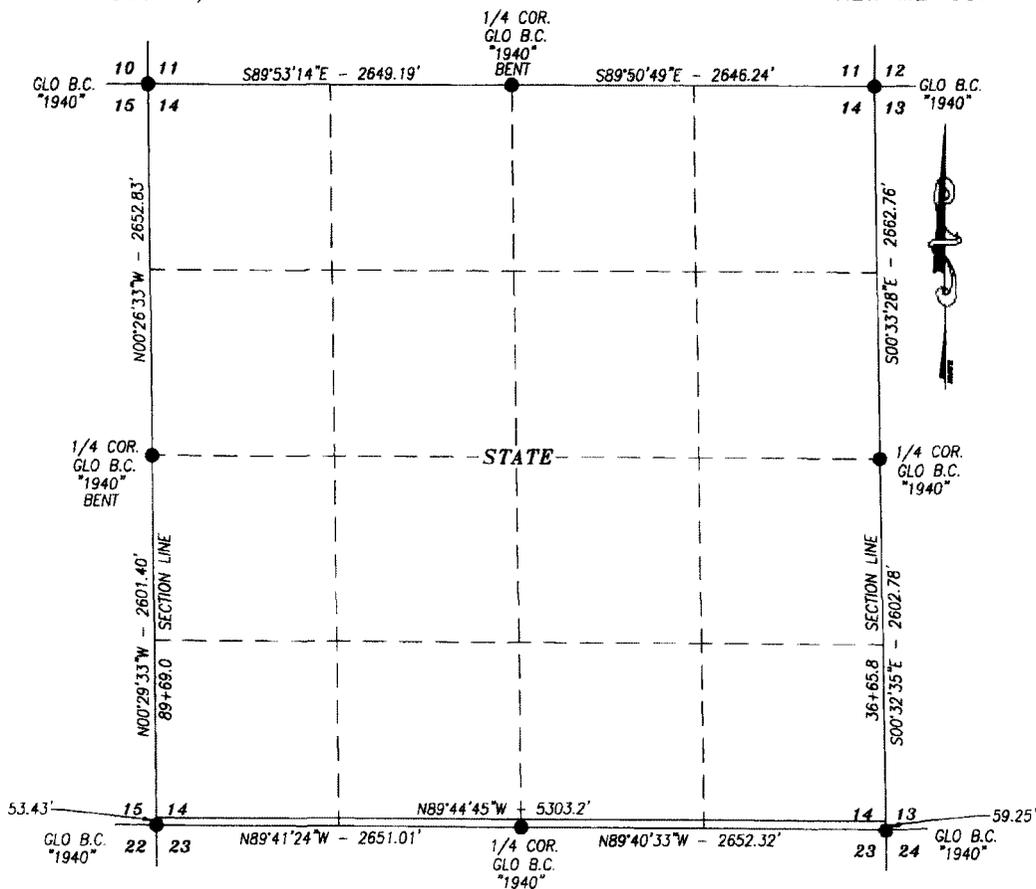
S-25 (Revised 01/03/2000)

NM OIL CONSERVATION
ARTESIA DISTRICT
SEP 18 2017

RECEIVED

**POWER LINE PLAT: MAIN LINE
DEVON ENERGY PRODUCTION CO. LP.**

A POWER LINE FROM AN EXISTING XCEL LINE TO THE PROPOSED IRRITABLE 22 ST. COM #4H IN
SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST, N.M.P.M.,
EDDY COUNTY, NEW MEXICO.



DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE CROSSING STATE OF NEW MEXICO LAND IN SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST, NMPM, EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET RIGHT AND 15.0 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION, WHICH LIES N00°32'40"W 59.25 FEET FROM THE SOUTHEAST CORNER; THEN N89°44'45"W 5303.2 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, WHICH LIES N00°29'33"W 53.43 FEET FROM SOUTHWEST CORNER.

SAID STRIP OF LAND BEING 5303.2 FEET OR 321.41 RODS IN LENGTH, CONTAINING 3.652 ACRES MORE OR LESS AND BEING ALLOCATED BY FORTIES AS FOLLOWS:

SE/4 SE/4 80.38 RODS OR 0.913 ACRES
SW/4 SE/4 80.37 RODS OR 0.913 ACRES

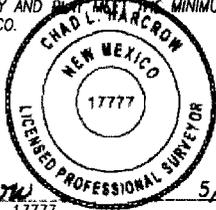
SE/4 SW/4 80.33 RODS OR 0.913 ACRES
SW/4 SW/4 80.33 RODS OR 0.913 ACRES

BASIS OF BEARING:

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE GRID VALUES.

CERTIFICATION

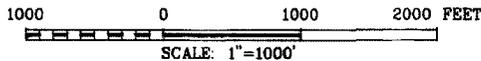
I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.



Chad Harcrow
CHAD HARCROW N.M.P.S. NO. 17777

5/26/15
DATE

HARCROW SURVEYING, LLC
2314 W MAIN ST. ARTESIA, N.M. 88210
PH: (575) 746-2158 FAX: (575) 746-2158
c.harcrow@harcrowsurveying.com

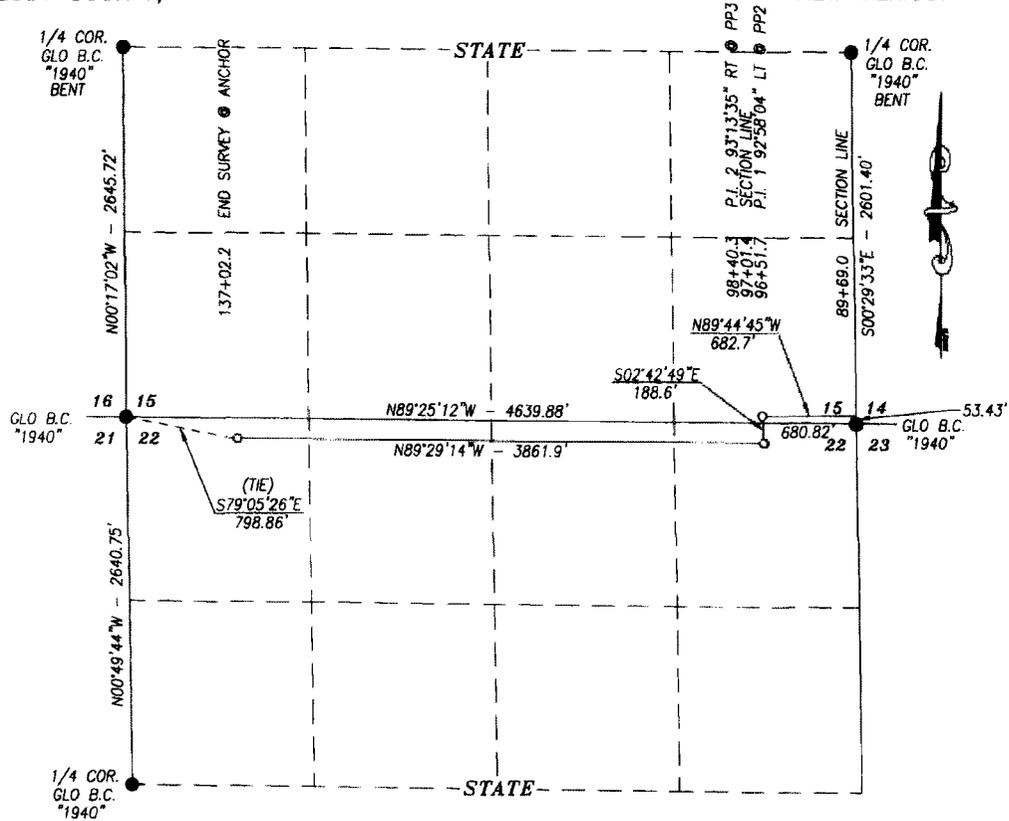


DEVON ENERGY PRODUCTION CO. LP.	
SURVEY OF A PROPOSED POWER LINE LOCATED IN SECTION 14, TOWNSHIP 25 SOUTH, RANGE 27 EAST, EDDY COUNTY, NMPM, NEW MEXICO	
SURVEY DATE: MAY 7, 2015	DEVON 397524E
DRAFTING DATE: MAY 18, 2015	PAGE 2 OF 9
APPROVED BY: CH	DRAWN BY: VD
	FILE: 15-589

**POWER LINE PLAT: MAIN LINE
DEVON ENERGY PRODUCTION CO. LP.**

IRRITABLE & TRANQUIL ELECTRIC LINE IN

**SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27 EAST, N.M.P.M.,
EDDY COUNTY, NEW MEXICO.**



DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE CROSSING STATE OF NEW MEXICO LAND IN SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27 EAST, NMPM, EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET RIGHT AND 15.0 FEET LEFT OF THE FOLLOWING CENTERLINE SURVEY; WITH ANCHORS EXTENDING OUTSIDE OF CENTERLINE SURVEY 17' NORTHERLY AND WESTERLY AT PI 1 AND SOUTHERLY AND EASTERLY AT PI 2, WHICH WILL BE ACCOUNTED FOR IN FOOTAGES, RODS AND ACREAGE:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 15, WHICH LIES N00°29'33\"W 53.43 FEET FROM THE SOUTH EAST CORNER; THEN N89°44'45\"W 682.7 FEET; THEN S02°42'49\"E 188.6 FEET; THEN N89°29'14\"W 3861.9 FEET TO A POINT IN THE NW/4 NW/4 OF SECTION 22, WHICH LIES S79°05'26\"E 798.86 FEET FROM NORTHWEST CORNER.

SAID STRIP OF LAND BEING 4801.2 FEET OR 290.98 RODS IN LENGTH, CONTAINING 3.307 ACRES MORE OR LESS AND BEING ALLOCATED BY FORTIES AS FOLLOWS:

SECTION 15

SE/4 SE/4 46.43 RODS OR 0.528 ACRES

SECTION 22

NE/4 NE/4 50.14 RODS OR 0.570 ACRES

NW/4 NE/4 80.61 RODS OR 0.916 ACRES

NE/4 NW/4 80.61 RODS OR 0.916 ACRES

NW/4 NW/4 33.19 RODS OR 0.377 ACRES

BASIS OF BEARING:

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE GRID VALUES.

HARCROW SURVEYING, LLC

2314 W. MAIN ST. ARTESIA, N.M. 88210
PH: (575) 746-2158 FAX: (575) 746-2158
c.harcrow@harcrowsurveying.com



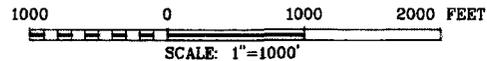
CERTIFICATION

I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAN MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

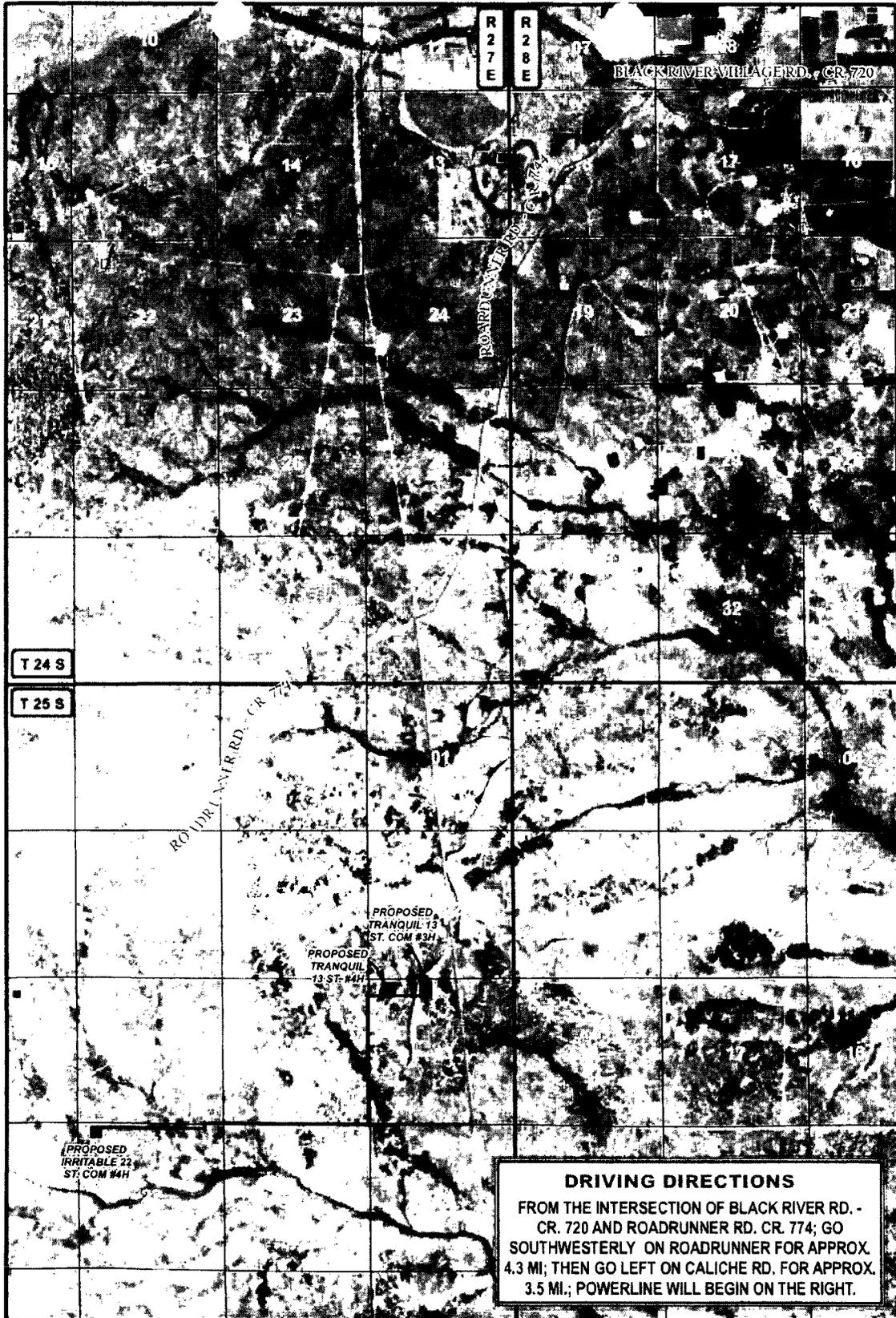


Chad Harcrow
CHAD HARCROW N.M.P.S. NO. 17777

5/26/15
DATE



DEVON ENERGY PRODUCTION CO. LP.	
SURVEY OF A PROPOSED POWER LINE LOCATED IN SECTIONS 15 & 22, TOWNSHIP 25 SOUTH, RANGE 27 EAST, EDDY COUNTY, NMPM, NEW MEXICO	
SURVEY DATE: MAY 7, 2015	DEVON 397524E
DRAFTING DATE: MAY 19, 2015	PAGE 3 OF 9
APPROVED BY: CH	DRAWN BY: VD
	FILE: 15-569



DRIVING DIRECTIONS
 FROM THE INTERSECTION OF BLACK RIVER RD. -
 CR. 720 AND ROADRUNNER RD. CR. 774; GO
 SOUTHWESTERLY ON ROADRUNNER FOR APPROX.
 4.3 MI; THEN GO LEFT ON CALICHE RD. FOR APPROX.
 3.5 MI.; POWERLINE WILL BEGIN ON THE RIGHT.

LEGEND

- ANCHOR
- POWERPOLE
- MAIN POWERLINE
- LATERAL POWERLINE
- WELL
- WELL PAD
- EXISTING XCEL POWERLINE

IRRITABLE & TRANQUIL POWERLINE

SECTIONS: 13, 14, 15, 22 TOWNSHIP: 25 S. RANGE: 27 E.
 STATE: NEW MEXICO COUNTY: EDDY SURVEY: N.M.P.M
 W.O. # 15-569 LEASE: IRRITABLE/TRANQUIL ST.

0 2,500 5,000 7,500 10,000 FEET

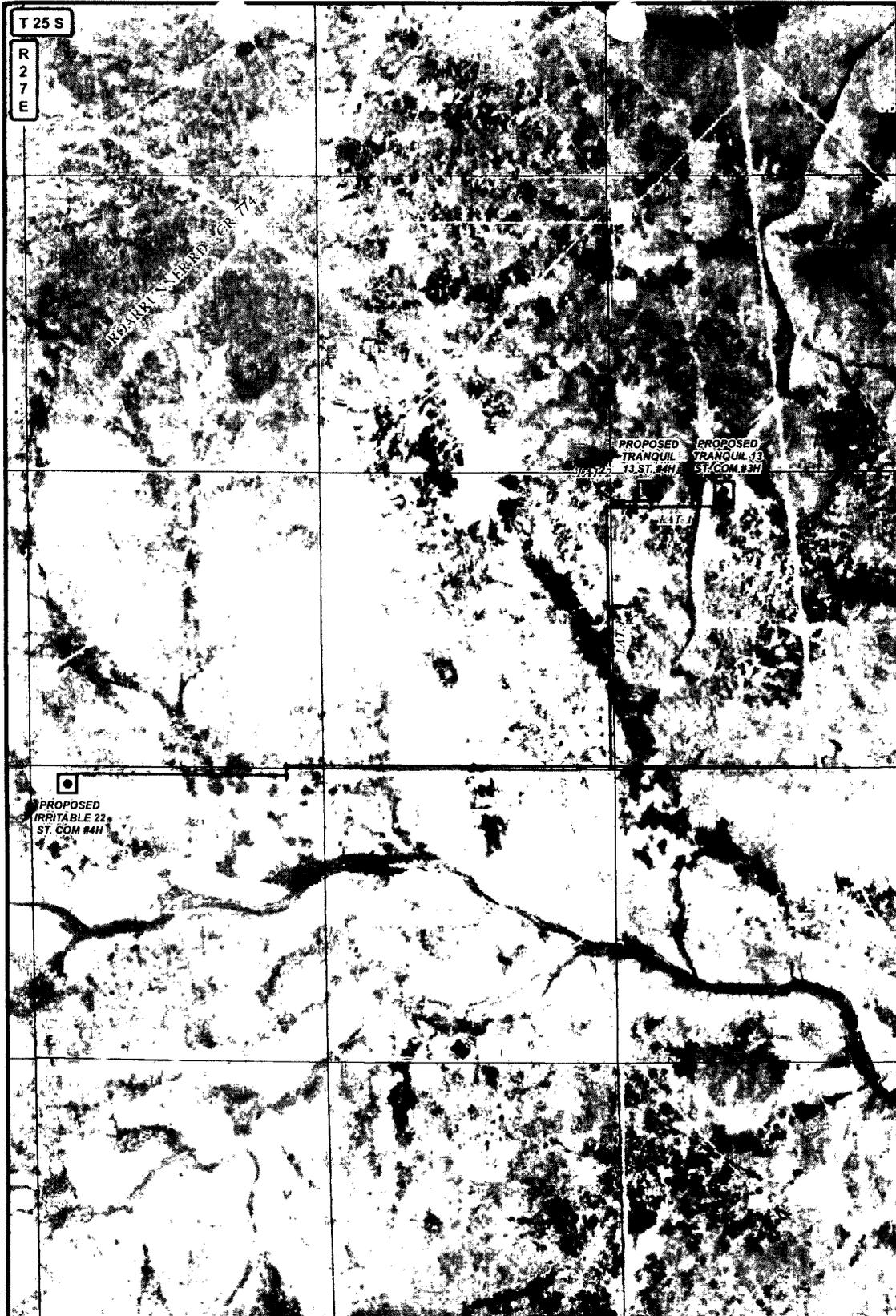
0 0.25 0.5 1 Miles 1 IN = 4,000 FT

DRIVING DIRECTIONS IMAGERY 3.11

devon
 ENERGY PRODUCTION CO. L.P.

HARCROW SURVEYING, LLC.
 2314 W. MAIN ST, ARTESIA, NM 88210
 PH: (575) 746-2158 FAX: (575) 746-2158
 c.harcrow@harcrowsurveying.com

ORIG: 06/22/2015 PAGE: 7 OF 9

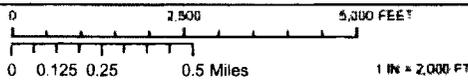


LEGEND

- ANCHOR
- POWERPOLE
- MAIN POWERLINE
- LATERAL POWERLINE
- ▼ WELL
- WELLPAD
- - - EXISTING XCEL POWERLINE

IRRITABLE & TRANQUIL POWERLINE

SECTIONS: 13, 14, 15, 22 TOWNSHIP: 25 S. RANGE: 27 E.
STATE: NEW MEXICO COUNTY: EDDY SURVEY: N.M.P.M.
W.O. # 15-569 LEASE: IRRITABLE/TRANQUIL ST.




 ENERGY PRODUCTION CO. L.P.


HARCROW SURVEYING, LLC.
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 PH: (575) 746-2158 FAX: (575) 746-2158
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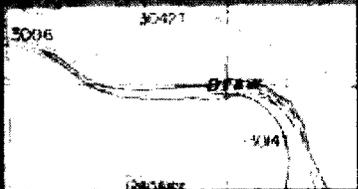
T 25 S

R 27 E

IRRITABLE/TRANQUIL ST. - CR. TX

PROPOSED TRANQUIL DISTRICT
PROPOSED TRANQUIL ST. - CR. TX

PROPOSED IRRITABLE/TRANQUIL ST. - CR. TX

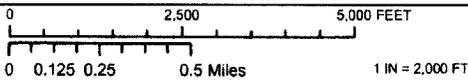


LEGEND

- ANCHOR POWERPOLE
- MAIN POWERLINE
- LATERAL POWERLINE
- WELL
- WELLPAD
- EXISTING XCEL POWERLINE PRIVATE
- STATE OF NM
- US BLM

IRRITABLE & TRANQUIL POWERLINE

SECTIONS: 13, 14, 15, 22 TOWNSHIP: 25 S. RANGE: 27 E.
 STATE: NEW MEXICO COUNTY: EDDY SURVEY: N.M.P.M
 W.O. # 15-569 LEASE: IRRITABLE/TRANQUIL ST.



devon
 ENERGY PRODUCTION CO. L.P.

HARCROW SURVEYING, LLC.
 2814 W. MAIN ST, ARTESIA, NM 88210
 PH: (575) 746-2158 FAX: (575) 746-2158
 c.harcrow@harcrowsurveying.com



NEW MEXICO STATE LAND OFFICE
APPLICATION FOR RIGHT-OF-WAY EASEMENT

Dear Commissioner:

Devon Energy Production Company, L.P.
(Name of Applicant)
6488 Seven Rivers Highway
(Street Address, City, State, Zip Code)
Artesia, NM 88210
(Contact Name, Phone Number)

Richard Wedman
(Designated Field Contact Name)
office 575-748-1819 cell 575-703-0545
(Field Contact Phone Number)
richard.wedman@dvn.com
(Field Contact Email Address)

hereby applies for a right-of-way easement for the construction and location of a:

ROAD: [] New [] Existing [] Both
PIPELINE: [] Buried [] Surface O.D. _____ PSI _____
Medium transported _____
TELECOM: [] Surface [] Buried [] Fiber Optic
ELECTRIC: [x] Overhead [] Underground Voltage 3 Phase 14Kv
[] Other _____

Project Name: Existing Xcel Tie-In to the Irritable 22 State Com 4H

It is requested that the right-of-way be 30 (must correspond with survey plat) feet wide as indicated on the attached two copies of survey maps or plats shown in red the survey centerline and length of the right-of-way measured in rods. Also enclosed is a corresponding shape file or AutoCAD file of the proposed right-of-way. The legal description of the proposed right-of-way is described in aliquot 40-acre tracts (qtr. /qtr. breakdown) with a description of rods and acres shown in each aliquot part and a total of rods and acres included in the proposed right-of-way. Permission to survey is included with this application. The survey was completed within twelve months of this application, and the proposed right-of-way has been staked and flagged. Failure to do so will result in an additional application and appraisalment fee.

It is requested that the right-of-way be for a term of 35 years. (Term may not exceed 35 years.)

In accordance with 19.2.10.18, one of the following is enclosed to cover payment for damages that might occur to the state land improvements of a surface lessee: (A bond may be in the form of a Surety Bond, Cash Bond, or a Letter of Credit.)

- [] Single bond in the amount of \$500.00
[] Right-of-way blanket bond in the amount of \$2,500.00
[x] Blanket right-of-way bond of \$2,500.00 is currently on file with the State Land Office
[] A Mega bond, number _____ is currently on file with the State Land Office
[] A waiver of property damage bond by the surface lessee is enclosed.
[] Applicant requests that the bond amount for damages to the trust lands be reduced or waived by the Commissioner.

Pursuant to New Mexico State Land Office fee schedule, enclosed is a check in the amount of \$ 2143.37 for 612.39 rods (16.5 feet) at \$3.50 per rod, plus \$100.00 application fee and \$75.00 appraisalment fee.

Applicant

By: _____

Title: Landman

Agents name and address:
(Letter of Authorization attached)

Richard Wedman

Devon Energy Production Company, L.P.

6488 Seven Rivers Highway

Artesia, NM 88210

Phone number

575-748-1819

Email Address

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of

_____ 20____, by _____, _____
(Name of Officer) (Title of Officer)

of _____, a _____
(Name of Corporation Acknowledging) (State of Incorporation)

corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of

_____ 20____, by _____, _____

My Commission Expires:

NOTARY PUBLIC