

Devon Energy Production Company 333 W. Sheridan Avenue Oklahoma City, Oklahoma 73102

January 10, 2022

# <u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

# Interest Owners

Re: Central Tank Battery

CHINCOTEAGUE 8 CTB 1 Upgrade Sec.,T, R: NW, S8, T25S, R 32E

Lease: NMLC0061873B, NMLC00613863A, NMNM108969

Pool: [97899] WC-025 G-06 S253206M;BONE SPRING & [96715] WC-025 G-06

S253209L; BONE SPRING

County: Lea Co., New Mexico

To whom it may concern:

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

	1	1	
WELL NAME	API	Location	
Chincoteague 8-5 Fed	30-025-	E-08-25S-32E	2470 FNL
Com 231H	45699	895 FWL	
Chincoteague 8-5 Fed	30-025-	E-08-25S-32E	2470 FNL
Com 232H	45700	925 FWL	
Chincoteague 8-5 Fed	30-025-	G-08-25S-32E	2314 FNL
Com 233H	45701	2150 FEL	
Chincoteague 8-5 Fed	30-025-	G-08-25S-32E	2314 FNL
Com 234H	45702	2120 FEL	
	30-025-	F-08-25S-32E	2468 FNL
Mustang 8-17 Fed 235H	46431	1375 FWL	
	30-025-	F-08-25S-32E	2468 FNL
Mustang 8-17 Fed 236H	46413	1405 FWL	
Mustang 8-17 Fed Com	30-025-	H-08-25S-32E	2463 FNL
237H	46414	725 FEL	
Mustang 8-29 Fed Com	30-025-	H-08-25S-32E	2463 FNL
238H	46415	695 FEL	

#### New Locations added:

	30-025-	N-04-25S-32E	500 FSL
Paint 4-33 Fed Com 522H	47406	1782 FWL	
	30-025-	N-04-25S-32E	500 FSL
Paint 4-33 Fed Com 532H	47586	1812 FWL	
	30-025-	N-04-25S-32E	500 FSL
Paint 4-33 Fed Com 525H	47584	1842 FWL	

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

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

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

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

Sincerely,

Jenny Harms

Regulatory Compliance Professional
Work Phone: (405)552-6560

Jennifer.harms@dvn.com

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

**Enclosure** 

DECEIVED:	DEV/IEW/ED:	TVDE	A PR NO:	
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CERTIFICATION	: I hereby certify that the	information submitt	ed with this appli	cation for administrative
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	F.	,		, , , , , , , , , , , , , , , , , , , ,
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Jenny Harms			Date	
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ame			405-552-65	_
Dennuvt	Jan nas		Phone Numl	oer
Commen !	MAM		jenny.harn	ns@dvn.com

e-mail Address

Signature

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

811 S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410

District IV

1220 S. St Francis Dr, Santa Fe, NM 87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

# **OIL CONSERVATION DIVISION**

1220 S. St Francis Drive Santa Fe, New Mexico 87505 Submit the original application to the Santa Fe office with one copy to the appropriate District Office.

APPLICATION	FOR SURFACE (	COMMINGLING	(DIVERSE	OWNERSHIP)	
OPERATOR NAME: Devon E	nergy Production (	Co., L.P.	•		
OPERATOR ADDRESS: 333 W S	heridan Avenue, C	Oklahoma City, OK	73102		
APPLICATION TYPE:					
☐ Pool Commingling ☐ Lease Commingling	ng Pool and Lease Co	mmingling Off-Lease	Storage and Measur	rement (Only if not Surface	e Commingled)
LEASE TYPE:	State X Fede	eral			
Is this an Amendment to existing Order Have the Bureau of Land Management  Yes No					ingling
		OL COMMINGLINGS with the following in			
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
See attachments					
		1		1	
				1	
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(3) Has all interest owners been notified b (4) Measurement type: ☑Metering [ (5) Will commingling decrease the value of	Other (Specify)		☐Yes ☒No. be why commingl	ing should be approved	
		SE COMMINGLIN ts with the following in			
<ol> <li>Pool Name and Code.</li> <li>Is all production from same source of</li> <li>Has all interest owners been notified by</li> <li>Measurement type:  Metering </li> </ol>	supply? Yes No	lo .	∏Yes □N	ío	
(1) Complete Sections A and E.		LEASE COMMIN			
(1) Complete Sections A and E.					
(1)	O) OFF-LEASE ST	ORAGE and MEA	SUREMENT		
`	Please attached shee	ets with the following	information		
(1) Is all production from same source of	— —	Го			
(2) Include proof of notice to all interest of	owners.				
(E) AI	DDITIONAL INFO	ORMATION (for all	application to	vnes)	
(2)		ts with the following in		/ F - ~/	
<ol> <li>A schematic diagram of facility, included</li> <li>A plat with lease boundaries showing</li> <li>Lease Names, Lease and Well Number</li> </ol>	all well and facility locati	ions. Include lease numbe	ers if Federal or St	ate lands are involved.	
I hereby certify that the information above is	true and complete to the	best of my knowledge an	d belief.		
SIGNATURE: INVITED TO	T	ITLE: Regulatory Profe	ssi onal	DATE:_1-10-2	022
TYPE OR PRINT NAME: Jenny Harms			TEL	 .EPHONE NO.:_ 405-55:	
F-MAIL ADDRESS: Jenny harms@dvn.co					_

- (1) The proposed commingling includes production from more than one:
- (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution;

#### Proposal CHINCOTEAGUE 8 CTB 1 Upgrade

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

WELL NAME	API	Location	FORMATION	BLM LEASE %	BLM LEASE %	BLM LEASE %
Chincoteague 8-5 Fed	30-025-	E-08-25S-32E 2470 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061863A-	
Com 231H	45699	895 FWL	SPRING	12.5%	12.5%	
Chincoteague 8-5 Fed	30-025-	E-08-25S-32E 2470 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061863A-	
Com 232H	45700	925 FWL	SPRING	12.5%	12.5%	
Chincoteague 8-5 Fed	30-025-	G-08-25S-32E 2314 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061863A-	
Com 233H	45701	2150 FEL	SPRING	12.5%	12.5%	
Chincoteague 8-5 Fed	30-025-	G-08-25S-32E 2314 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061863A-	NMNM108969
Com 234H	45702	2120 FEL	SPRING	12.5%	12.5%	12.5%
	30-025-	F-08-25S-32E 2468 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-		
Mustang 8-17 Fed 235H	46431	1375 FWL	SPRING	12.5%		
	30-025-	F-08-25S-32E 2468 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-		
Mustang 8-17 Fed 236H	46413	1405 FWL	SPRING	12.5%		
Mustang 8-17 Fed Com	30-025-	H-08-25S-32E 2463 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061869-	
237H	46414	725 FEL	SPRING	12.5%	12.5%	
Mustang 8-29 Fed Com	30-025-	H-08-25S-32E 2463 FNL	97899 WC-025 G-06 S253206M; BONE	NMLC0061873B-	NMLC0061869-	NMLC0062300-
238H	46415	695 FEL	SPRING	12.5%	12.5%	12.5%

New	Locations	added:

	30-025-	N-04-25S-32E	500 FSL	[97899] WC-025 G-06 S253206M; BONE SPRING	NMNM 113964 -	NMLC 0061863A-	
Paint 4-33 Fed Com 522H	47406	1782 FWL		[96715] WC-025 G-06 S253209L; BONE SPRING	12.5%	12.5%	
	30-025-	N-04-25S-32E	500 FSL	97899] WC-025 G-06 S253206M; BONE SPRING			
Paint 4-33 Fed Com 532H	47586	1812 FWL		[96715] WC-025 G-06 S253209L; BONE SPRING			
	30-025-	N-04-25S-32E	500 FSL	[97899] WC-025 G-06 S253206M; BONE SPRING			
Paint 4-33 Fed Com 525H	47584	1842 FWL		[96715] WC-025 G-06 S253209L; BONE SPRING			

# CA's:

CA<sub>1</sub>

240.44 acres in Lot 2, SW/4 NE/4, W/2, SF/4 of Section 5 & the W/2 NE/4 of Section 8, Township 25 South, Range 32 Eas" BONESPRING

Chincoteague 8-5 Fed Com 231H

Chincoteague 8-5 Fed Com 232H

Chincoteague 8-5 Fed Com 233H

# CA<sub>2</sub>

240.39 Lot 1, SE/4 NE/4, E/2 SE/4 of Section 5 & the E/2 NE/4 of Section 8, Township 25 South, Range 32 East BONESPRING

Chincoteague 8-5 Fed Com 234H

#### CA<sub>3</sub>

240.00 acres in W/2 SE/4 Section 8, and the W/2 E/2 Section 17, Township 25 South, Range 32 East BONESPRING

Mustang 8-17 Fed 235H

Mustang 8-17 Fed 236H

Mustang 8-17 Fed Com 237H

#### $C \Lambda A$

480.00 acres in E/2 SE/4 Section 8, E/2 E/2 Section 17, E/2 E/2 Section 20 and E/2 NE/4 Section 29, Township 25 South, Range 32 East

**BONESPRING** 

Mustang 8-29 Fed Com 238H

CA 5

640.32 acres in the W/2 of Section 33, Township 24 South, Range 32 East and W/2 of Section 4, Township 25 South, Range Received by OCD: 4/4/2022 8:16:25 AM

Page 6 of 12.

**BONESPRING** 

Paint 4-33 Fed Com 522H

Paint 4-33 Fed Com 532H

Paint 4-33 Fed Com 525H

# Oil & Gas metering:

The Chincoteague 8 CTB 1 central tank battery is in the NW, S8, T25S, R 32E in Eddy County, NM.

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

- 3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.
- 3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) and then ULPS(s) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

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

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

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

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

Well Name	Individual Meters					
Wen Name	Gas Allocation	Oil Allocation	Water Allocation			
Chincoteague 8-5 Fed Com 231H	DVN / *	DVN / *	DVN / *			
Chincoteague 8-5 Fed Com 232H	DVN / *	DVN / *	DVN / *			
Chincoteague 8-5 Fed Com 233H	DVN/*	DVN/*	DVN / *			
Chincoteague 8-5 Fed Com 234H	DVN/*	DVN/*	DVN / *			
Mustang 8-17 Fed Com 235H	DVN/*	DVN / *	DVN / *			
Mustang 8-17 Fed Com 236H	DVN/*	DVN/*	DVN / *			
Mustang 8-17 Fed Com 237H	DVN/*	DVN/*	DVN / *			
Mustang 8-17 Fed Com 238H	DVN/*	DVN/*	DVN / *			
Chincoteague 8-5 Fed Com 521H	DVN / *	DVN/*	DVN / *			
Paint 4-33 Fed Com 525H	DVN / *	DVN / *	DVN / *			
Paint 4-33 Fed Com 532H	DVN / *	DVN / *	DVN / *			
Paint 4-33 Fed Com 522H	DVN / *	DVN / *	DVN / *			
Common Mete						
VRU Allocation	DVN / *					

Meter Owner / Serial Number:

Gas FMP

Oil FMP

DVN/\*

DVN/\*

<sup>\*</sup> Meter serial numbers to be provided after construction of facility.

# **Process and Flow Descriptions:**

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

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

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

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

# **Allocation Methodology**

#### PRORATED ALLOCATION

# **GAS ALLOCATION**

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

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

#### **OIL ALLOCATION**

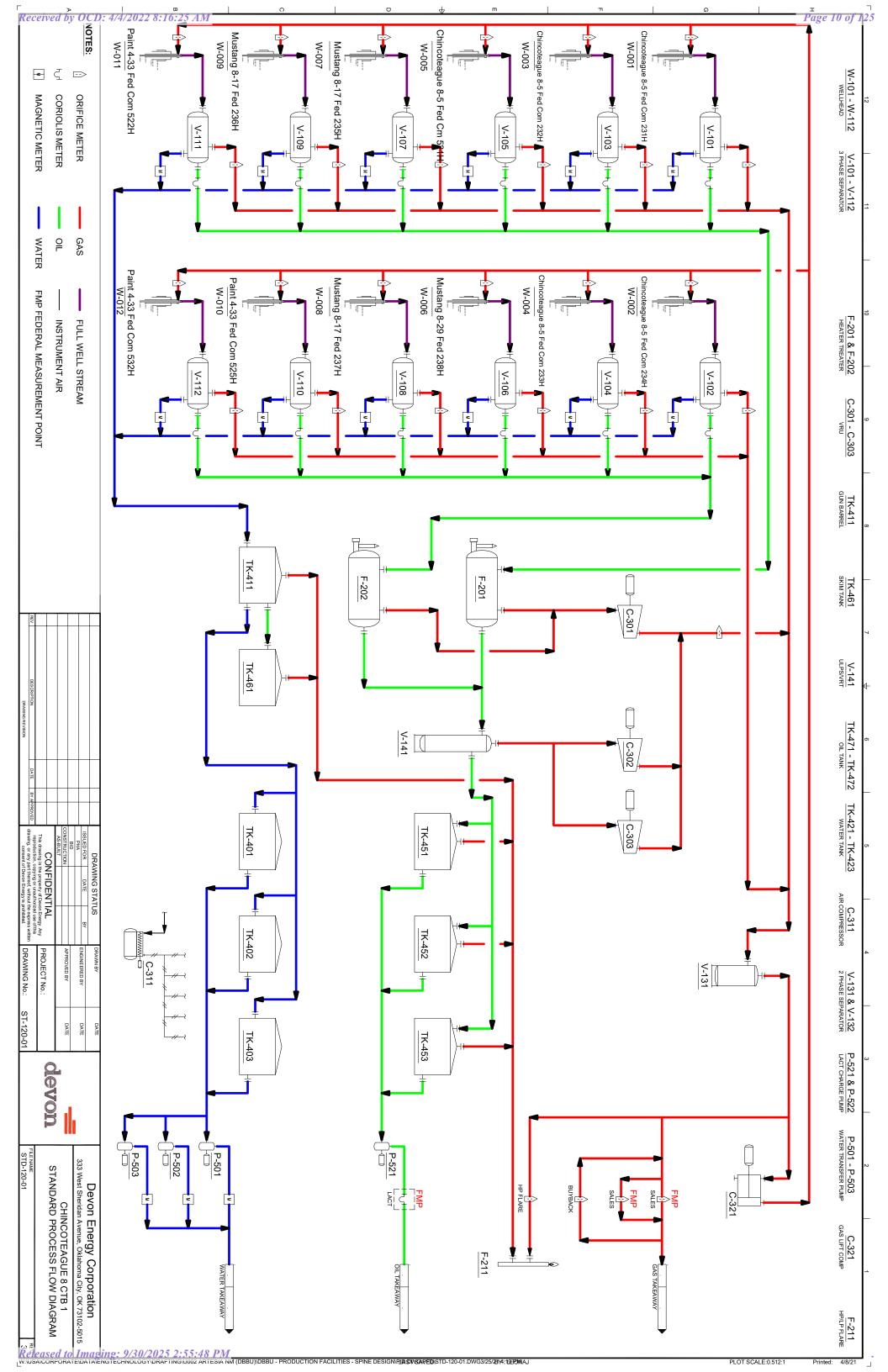
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

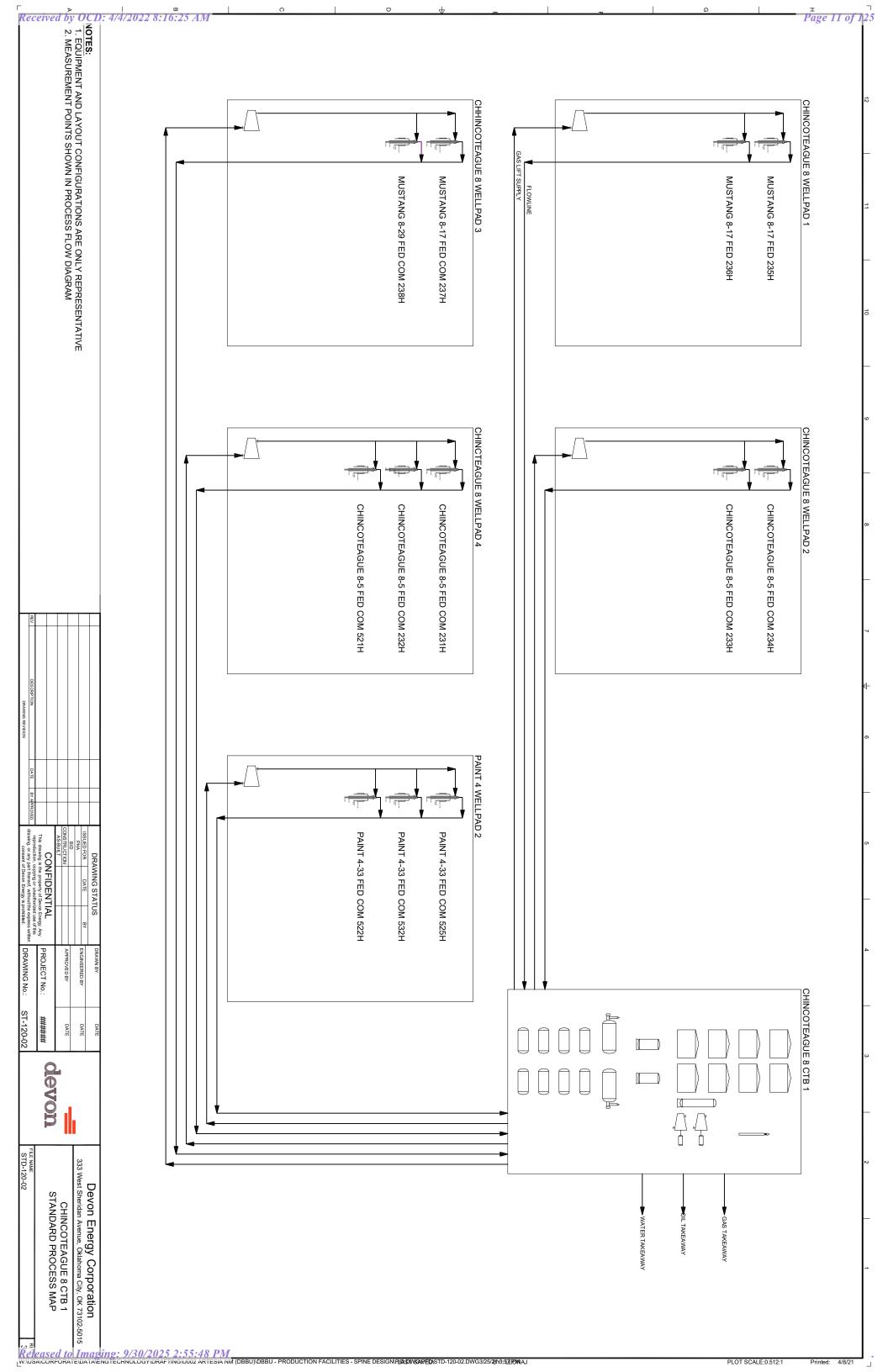
- 1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) Beginning Tank Inventory.
- 2. Available oil for sale is calculated by Pipeline LACT (FMP) + Beginning Tank Inventory.
- 3. Theoretical % is calculated by dividing each oil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

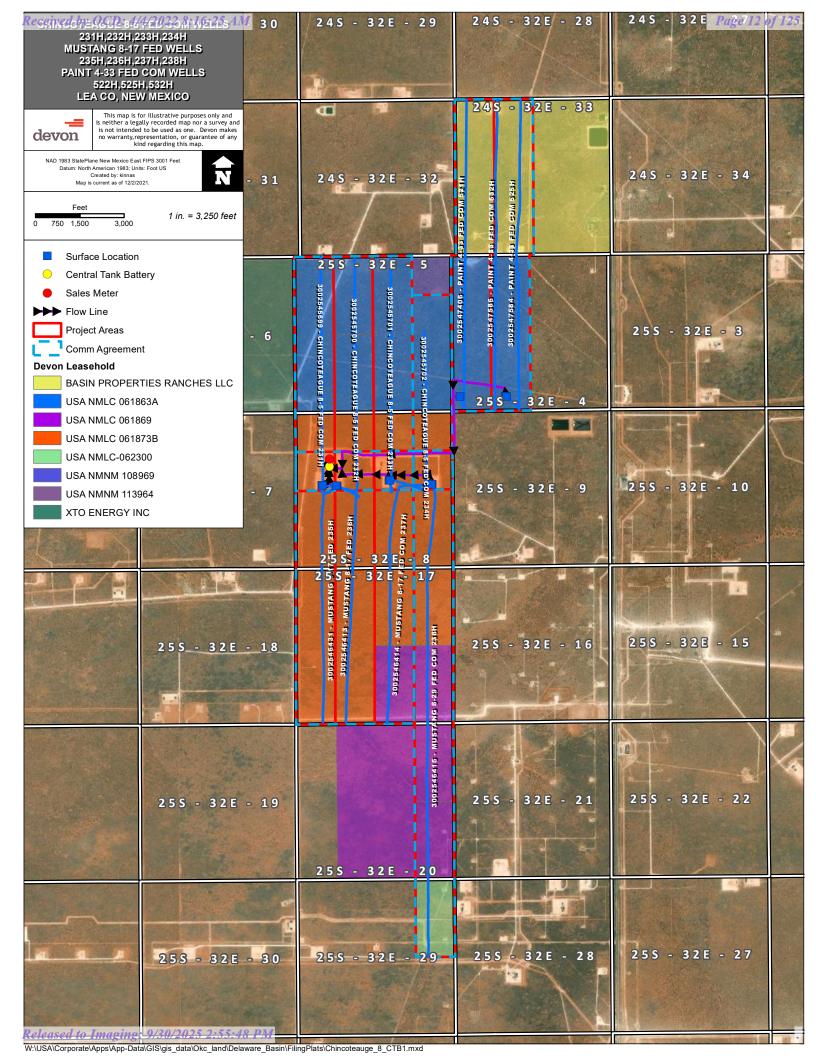
# WATER ALLOCATION

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

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







# **LEGAL NOTICE February 2, 2022**

**Notice Text** 

Notice of Application for Surface Commingling. Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD to amend surface commingle permit order CTB957, for oil/gas production for the Chincoteague 8 CTB 1 battery. The facility is located in Lea County in NW/4 Section 8, Township 25 South, Range 32 East. Wells going to the batteries are located in Section 08-25S-32E & 04-25S-32E. Production is from the [97899] WC-025 G-06 S253206M; BONE SPRING. Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 235-3611 #37275

TRACKING	AttentionTo	Organization	Address1	Addrocc2	Address3	City	Rogion	PostalCode	Country
9405509898642867295350	ABUELO LLC	JACKIE SUE JONES MANAGER	PO BOX 772	Addressz	Address3	ARTESIA	NM	88211	
9405509898642867295350	APOLLO PERMIAN LLC	JACKIE SUE JUNES MANAGER	1001 NW 63RD ST STE 100			OKLAHOMA CITY	OK	73116	
9405509898042867297323	BALLARD E SPENCER TRUST INC		PO BOX 6				NM	88211-0006	
						ARTESIA			
9405509898642867294773	BALONEY FEATHERS LTD  CARTER I COLEMAN	BY ELK MOUNTAIN HOLDINGS LLC	PO BOX 1586 5861 N PINEGROVE DR			COFUR D ALENE	TX ID	79408 83815-8987	
		% ASHLEIGH CARTER COLEMAN							
9405509898642867296371	COLT DEVELOPMENT LLC		6400 S FIDDLERS GREEN CIR STE 2100				CO	80111	
9405509898642867295640	DONALD R MERCHANT TRUST	DATED 12-15-1981	59 DAMONTE RANCH PRKWY			RENO		89521	
9405509898642867294056	DOUGLAS ABELL DENTON		3323 N MIDLAND DR STE 113			MIDLAND	TX	79707	
9405509898642867297538	DRAGOON CREEK MINERALS LLC		PO BOX 470857			FORT WORTH	TX	76147	
940550989864286729536	ERGODIC RESOURCES LLC	JAMIE BOLING MANAGING MEMBER	22003 CASTLEWIND CIR			KATY	TX	77450-8639	
9405509898642170733198	EUGENE H PERRY		3817 CRESTWOOD TER			FORT WORTH	TX	76107-1139	
9405509898642867297149	FLYWAY HOLDINGS II LP		4143 MAPLE AVE STE 500			DALLAS	TX	75219	
	GEORGE R GIBSON		UNKNOWN			OKLAHOMA CITY	OK	73102	
9405509898642867296333	GIBSON FAMILY PROPERTIES LP		2000 SINCLAIR			MIDLAND	TX	79705	
94050509898642867294391	JADT MINERALS LTD		PO BOX 190229			DALLAS	TX	75219-0229	US
9405509898642867295176	LEDA ZELIOS		PO BOX 606			HICO	TX	76457	US
9405509898642170732870	LOCO HILLS PRODUCTION COMPANY LLC	JANA WILLIAMS MANAGER	PO BOX 779			ARTESIA	NM	88211	
9405509898642170732764	MARK E BOLING REVOCABLE TRUST	THOMAS A CROW TTEE	8210 LOUISIANA BLVD NE STE B			ALBUQUERQUE	NM	87113	US
9405509898642867296067	MCMULLEN MINERALS LLC		PO BOX 470857			FORT WORTH	TX	76147	US
9405509898642867294650	MORRIS E SCHERTZ		PO BOX 2588			ROSWELL	NM	88202-2588	US
9405509898642170733242	MORRIS E SCHERTZ	& WIFE HOLLY K SCHERTZ	P O BOX 2588			ROSWELL	NM	88202-2588	US
9405509898642867294988	ONRR	ROYALTY MANAGEMENT PROGRAM	PO BOX 25627			DENVER	co	80225-0627	US
9405509898642867296715	ORYAN OIL & GAS		PO BOX 14821			ODESSA	TX	79768	US
	PAISANO ROYALTY TRUST LLC		5128 APACHE PLUME RD STE 300			HOUSTON	TX	76101	US
9405509898642867294483	PATRICIA BOYLE YOUNG		PO BOX 1639			SOLANA BEACH	CA	92075-7639	US
9405509898642170732832	PEGASUS RESOURCES LLC		PO BOX 470698			FORT WORTH	TX	76147	US
9405509898642867296081	PEGASUS RESOURCES NM LLC		PO BOX 735082			DALLAS	TX	75373-5082	US
9405509898642867294384	RICHARD DONALD JONES JR		200 N GAINES RD			CEDAR CREEK	TX	78612	US
9405509898642867295091	RICHARDSON MINERAL & ROYALTY LLC		PO BOX 2423			ROSWELL	NM	88202	US
9405509898642867295435	SILVERHAIR LLC	JANET L RICHARDSON MANAGER	1301 LEWIS RD			ARTESIA	NM	88210	US
9405509898642867294865	WALLACE MERCHANT TRUST	CHARLES MERCHANT &	914 ACORN ST			HUNTSVILLE	AR	72740	US
9405509898642867296173	WEST BEND ENERGY PARTNERS LLC		1320 S UNIVERSITY DR STE 701			FORT WORTH	TX	76107	US
9405509898642867296500	WILLIAM P COLEMAN		PO BOX 1028			ISLAMORADA	FL	33036	US
9805509898642170732948	WING RESOURCES V LLC		2100 MCKINNEY AVE STE 1540	1		DALLAS	TX	75201	US

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

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1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

240

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

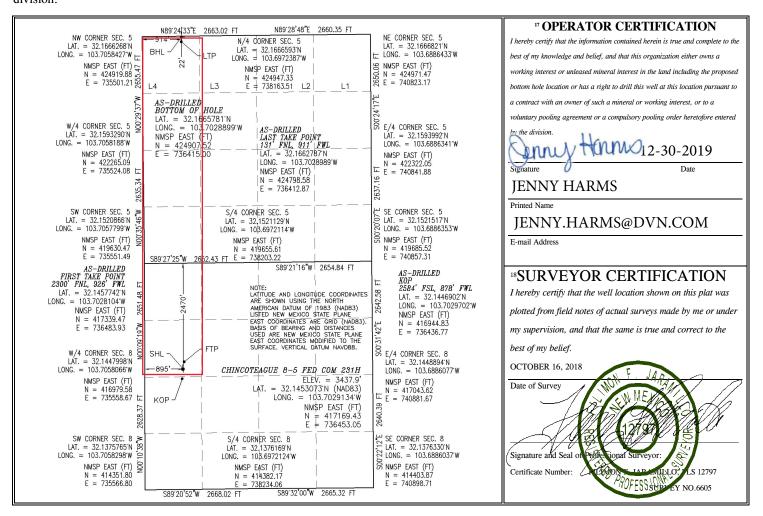
X AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> <b>API Numbo</b> 30-025-45699	r <sup>2</sup> Po	<sup>2</sup> <b>Pool Code</b> 97899  WC-025 G-06 S253206M; BONE SPRING					
<sup>4</sup> Property Code			operty Name	<sup>6</sup> Well Number			
325131		CHINCOTEA	GUE 8-5 FED COM	231H			
<sup>7</sup> OGRID No.		8 Op	perator Name	<sup>9</sup> Elevation			
6137	DEVON E	ENERGY PRO	DUCTION COMPANY, L.P.	3437.9			

#### <sup>10</sup> Surface Location

					" Surface	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
$\mathbf{E}$	8	25 S	32 E		2470	NORTH	895	WEST	LEA	
	<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
4	5	25 S	32 E		22	NORTH	914	WEST	LEA	
<sup>12</sup> Dedicated Acres <sup>13</sup> Joint or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No										



ntent		As Drill	ed	X									
API#			]										
Oper	ator Nan	ne:	l			Property N	lame:					Well Number	
DEV	ON ENE	RGY PROI	DUCTION	I CO.,	L.P.	СН	INCO	ΓEAG	UE 8-5 F	ED CON	νI	231H	
Kick O	ff Point (I	(OP)											
UL <b>L</b>	Section <b>8</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2584</b>	From SOU	N/S <b>TH</b>	Feet <b>878</b>	Fro	om E/W <b>'EST</b>	County <b>LEA</b>		
Latitu	de <b>82.1446</b>	902			Longitud	<del> </del> de <b>)3.70297</b>	02	<u> </u>	l l		NAD 83		
	ake Point			1				Ī					
UL <b>E</b>	Section <b>8</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2300</b>	From NOR	TH	Feet <b>926</b>	Fro W	m E/W <b>EST</b>	County <b>LEA</b>		
Latitu	<sup>de</sup> <b>32.145</b>	7742			Longitu	de <b>103.702</b>	8104				NAD 83		
Last Ta	ake Point Section 5	(LTP) Township 25S	Range <b>32E</b>	Lot 4	Feet <b>131</b>	From N/S NORTH	Feet <b>911</b>		From E/W WEST	Coun'	ty		
Latitu		662787			Longitud	de 103.702	2898	9		NAD	83		
	well the o	defining we	ell for the	Horizo	_	cing Unit?		YES	]				
	l is yes p ng Unit.	lease prov	ide API if	availa	able, Ope	erator Nam	e and	well	number 1	or Defi	ning well	for Horizontal	
Oper	ator Nan	ne:				Property N	lame:					Well Number	

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

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Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

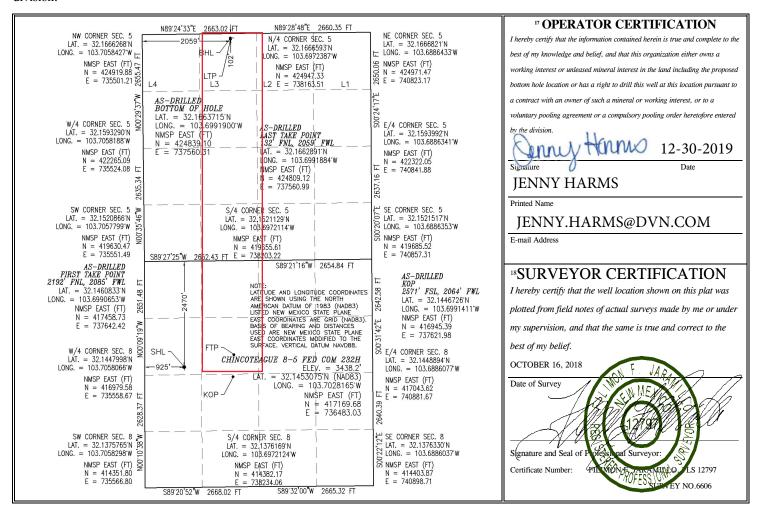
AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numb	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name						
30-025-45	5700	97899	WC-025 G-06 S253206M; BONE S	PRING					
<sup>4</sup> Property Code		<sup>5</sup> Pr	roperty Name	<sup>6</sup> Well Number					
325131		CHINCOTEA	AGUE 8-5 FED COM	232H					
<sup>7</sup> OGRID No.		8 O <sub>l</sub>	perator Name	<sup>9</sup> Elevation					
6137		DEVON ENERGY PRO	DDUCTION COMPANY, L.P.	3438.2					

#### <sup>10</sup> Surface Location

					Durrace	Location						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
E	8	25 S	32 E		2470	NORTH	925	WEST	LEA			
			п <b>В</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			
3	5	25 S	32 E	3	102	NORTH	2059	WEST	LEA			
12 Dedicated Acre	s <sup>13</sup> Joint	or Infill 14	Consolidation	1 Code	15 Order No.							
240												



ntent		As Drill	ed	X									
API#													
Oper	ator Nam	ne:				Property I	Name:						Well Number
DEV	ON ENE	RGY PROI	OUCTION	I CO.,	L.P.	СН	INCO	TEAG	iUE 8-5	5 FED	CON	1	232H
(ick O	ff Point (I	KOP)											
UL <b>K</b>	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2571</b>	From <b>SOU</b>	N/S I <b>TH</b>	Feet 206		From	E/W ST	County <b>LEA</b>	
Latitu	de <b>32.144</b>	6726			Longitud	de 103.69	9141	.1				NAD 83	<b>.</b>
	ake Point			Ι	1	T -	N. /C	1			<i>-</i> // / / / / / / / / / / / / / / / / /		
UL <b>F</b>	Section <b>8</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2192</b>	From <b>NOF</b>	N/S RTH	Feet <b>208</b>		From WES	ST	County <b>LEA</b>	
Latitu	<sup>de</sup> <b>32.146</b>	0833			Longitud	de <b>103.69</b> 9	0653	3				NAD 83	;
ast Ta	ake Point Section 5	(LTP) Township <b>25S</b>	Range <b>32E</b>	Lot 3	Feet <b>132</b>	From N/S NORTH	Feet <b>20</b> 5		From E	:/W <b>T</b>	Count <b>LEA</b>	у	
Latitu		662891			Longitud	de 103.69	9188	4			NAD	83	
	well the o	defining we	ell for the	Horizo	_	cing Unit?		YE	<u> </u>				
	I is yes p ng Unit.	lease prov	ide API if	availa	able, Ope	erator Nam	ne and	well	numbe	er for	· Defii	ning well	for Horizontal
Oper	ator Nam	ne:				Property I	Name:						Well Number

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# Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr.

Santa Fe, NM 87505

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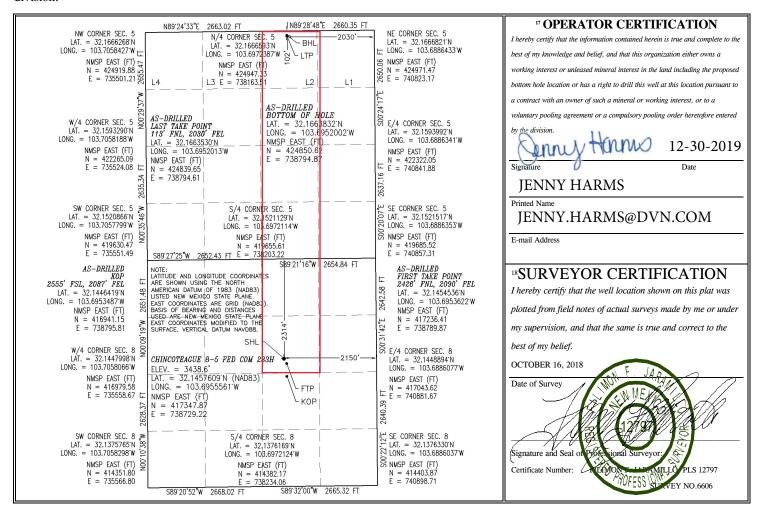
X AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-45701		<sup>2</sup> Pool Code 97899 WC-025 G-06 S253206M; BONE SP						
<sup>4</sup> Property Code	77077	<sup>5</sup> Property Name						
	СН	INCOTEAGUE 8-5 FED COM	233Н					
<sup>7</sup> OGRID No.		<sup>8</sup> Operator Name	<sup>9</sup> Elevation					
6137	DEVON ENE	ERGY PRODUCTION COMPANY, L.P.	3438.6					

# <sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
G	8	25 S	32 E		2314	NORTH	2150	EAST	LEA			
			п В	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			
2	5	25 S	32 E		102	NORTH	2030	EAST	LEA			
12 Dedicated Acre	s 13 Joint	or Infill	Consolidation	1 Code	<sup>15</sup> Order No.							
240												



CHINCOTEAGUE 8-5 FED COM  COUNTY  LABITUDE  32.1446419  LONGITUDE  103.6953487  COUNTY  LABITUDE  32.1446419  LONGITUDE  103.6953487  RAND  83  RAND  83  RAND  LONGITUDE  103.6953622  RAND  RA	Inten	t	As Drill	ed	X										
CHINCOTEAGUE 8-5 FED COM  COUNTY  LABITUDE  32.1446419  LONGRITUDE  32.1446419  LONGRITUDE  103.6953487  COUNTY  LABITUDE  COUNTY  LABITUDE  103.6953487  RAND  LONGRITUDE  103.6953622  RAND			701												
Kick Off Point (KOP)  UL Section Township Range 32.1446419  Latitude 32.1454536  Latitude 32.1454536  Latitude 32.1663530  Los Feet South From N/S South 2087 FaST LEA NAD RAD RAD RAD RAD RAD RAD RAD RAD RAD R	Ope	rator Nar	ne:	1			Property	Name:						Well Number	
Latitude 32.1446419  UL Section Township Range 25S 32E Lot 2426 From N/S NORTH 2090 From E/W LEA    Latitude 32.1454536 Lot 103.6953487 83  Latitude 32.1454536 Lot 103.6953622 From N/S NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 NORTH 2090 From E/W LEA    Longitude 103.6953622 NAD    Longitude 103.6952013 NAD 83	DE	VON ENE	RGY PRO	DUCTION	N CO.,	L.P.	CF	IINCO	TEAG	SUE 8-5	5 FEC	CON	<b>⁄</b> 1	233H	
Latitude 32.1446419  UL Section Township Range 25S 32E Lot 2426 From N/S NORTH 2090 From E/W LEA    Latitude 32.1454536 Lot 103.6953487 83  Latitude 32.1454536 Lot 103.6953622 From N/S NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 Longitude 103.6953622 NORTH 2090 From E/W LEA    Latitude 32.1454536 NORTH 2090 From E/W LEA    Longitude 103.6953622 NAD    Longitude 103.6952013 NAD 83	/: -I. /	O# D-:-+/	KOD)												
32.1446419  103.6953487  83  First Take Point (FTP)  UL Section 7 Township 255 32E 103.6953622  Latitude 32.1454536  Longitude 103.6953622  Longitude 103.6953622  Range 25 83  Lot 5 Feet NORTH 2090 FAST LEA NAD 83  Longitude 103.6953622  Range 25 83  Lot 5 From E/W County LEA NAD 83  Longitude 103.6953622  Range 25 113 NORTH 2030 FAST LEA NAD 83  Latitude 32.1663530  Longitude 103.6952013  Range 25 113 NORTH 2030 FAST LEA NAD 83  Sthis well the defining well for the Horizontal Spacing Unit?  YES  sthis well an infill well?  NO  finfill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal API #		Section	Township	Range <b>32E</b>	Lot		From <b>SOL</b>	N/S <b>ITH</b>			From <b>EAS</b>	E/W <b>T</b>	County <b>LEA</b>		
UL Section 32.1454536  Latitude 32.1454536  Longitude 103.6953622  Longitude 25S 32E 2 103.6953622  Longitude 32.1454536  Longitude 103.6953622  Longitude 2030 EAST LEAST LEA	Latitu	ude	6419		<u> </u>		de		1				NAD	83	
Ast Take Point (LTP)  UL Section 7 Township 8 32E	irst -	Take Poin	t (FTP)												
ast Take Point (LTP)  UL Section Township Range 25			Township <b>25S</b>	Range <b>32E</b>	Lot										
Section 5 25S 32E 2 113 From N/S Peet 2030 From E/W LEA  Latitude 32.1663530 Longitude 103.6952013 83  Solve this well the defining well for the Horizontal Spacing Unit?  Solve this well an infill well?  In this well are infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.  API #	Latit		4536		ı	Longitu		3622	2				1		
Sthis well an infill well?  It is yes please provide API if available, Operator Name and well number for Defining well for Horizon Spacing Unit.  API#	₋ast 1	Γake Point	t (LTP)												
32.1663530  103.6952013  83  s this well the defining well for the Horizontal Spacing Unit?  This well an infill well?  Infill is yes please provide API if available, Operator Name and well number for Defining well for Horizon Spacing Unit.  API #	UL	Section <b>5</b>	Township <b>25S</b>	Range <b>32E</b>			From N/S NORTH	Feet <b>20</b> 3	30	From E EAST	/W	Count <b>LEA</b>	ty		
s this well an infill well?  NO  f infill is yes please provide API if available, Operator Name and well number for Defining well for Horizor Spacing Unit.  API#	Latit		663530		•	Longitu		5201	.3	•		NAD	83		
f infill is yes please provide API if available, Operator Name and well number for Defining well for Horizor Spacing Unit.  API#			-	ell for the		ontal Spa	cing Unit?		YES	]					
Operator Name: Property Name: Well Num	f infi Spaci	ill is yes p ng Unit.		ride API i		able, Ope	erator Nan	ne and	l well	numbe	er foi	r Defi	ning well	for Horizonta	
	Ope	erator Nar	ne:				Property	Name:	;					Well Number	

District I

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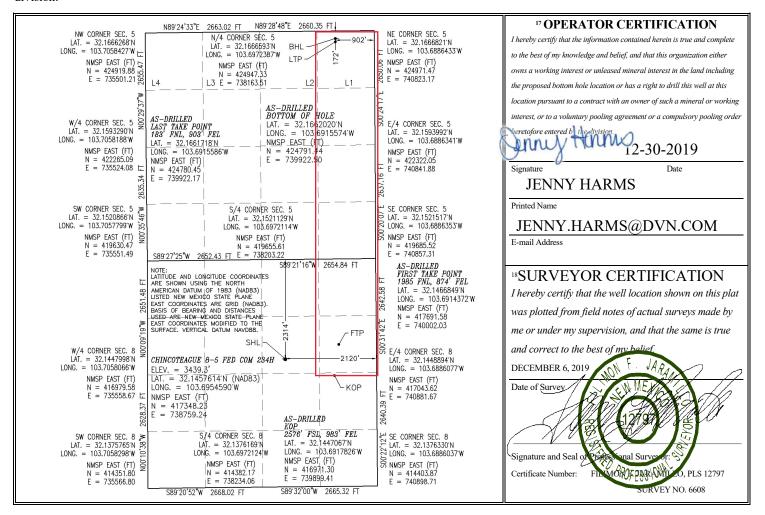
X AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-45702		978 <sup>2</sup> 9 <sup>2</sup> 901 Code WC-025 G-06 S253206M; BONE						
<sup>4</sup> Property Code	5 P1	<sup>5</sup> Property Name <sup>6</sup> Wel						
	CHINCOTEA	AGUE 8-5 FED COM	234Н					
<sup>7</sup> OGRID No.	8 O <sub>1</sub>	perator Name	<sup>9</sup> Elevation					
6137	DEVON ENERGY PRO	ODUCTION COMPANY, L.P.	3439.3					

# <sup>10</sup> Surface Location

					~ 0.11100	Loudingin						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
$\mathbf{G}$	8	25 S	32 E		2314	NORTH	2120	EAST	LEA			
			пB	Bottom H	ole Location	If Different Fro	om Surface					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
1	5	25 S	32 E		172	NORTH	902	EAST	LEA			
12 Dedicated Acre	s 13 Joint	or Infill 14	Consolidation	n Code	e 15 Order No.							
240												
	ı											



ntent		As Drill	ed X										
API #	)-025-45	702	]										
Oper	ator Nan	ne:	<u>I</u>			Property I	Name:					Well Number	
DEV	ON ENE	RGY PROI	DUCTION	I CO.,	L.P.	СН	INCO	ΓEAG	UE 8-5 F	ED COI	М	234H	
Kick O	ff Point (I	(OP)											
UL <b>İ</b>	Section <b>8</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2576</b>	From <b>SOU</b>	N/S <b>TH</b>	Feet <b>983</b>	Fı <b>E</b>	om E/W	County <b>LEA</b>		
Latitu	de <b>32.144</b> 7	7067		1	Longitud	103.69	1782	6			NAD 83	}	
First T	ake Point	: (FTP)											
UL <b>H</b>	Section <b>8</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>1985</b>	From <b>NOF</b>	n/s <b>RTH</b>	Feet <b>874</b>	Fı E	om E/W <b>AST</b>	County <b>LEA</b>		
Latitu	<sup>de</sup> <b>32.146</b>	6849			Longitud	103.691	4372				NAD <b>83</b>		
Last Ta	ake Point Section <b>5</b>	(LTP) Township 25S	Range <b>32E</b>	Lot <b>1</b>	Feet <b>183</b>	From N/S NORTH	Feet <b>903</b>		From E/V <b>EAST</b>	/ Coun	ty		
Latitu		661718			Longitud	de 103.69	 1558	 6		NAD	83		
	well the o	defining we	ell for the	Horizo	_	cing Unit?		YES	]				
	l is yes p ng Unit.	lease prov	ide API if	<sup>-</sup> availa	able, Ope	erator Nam	ne and	well	number	for Defi	ning well	for Horizontal	
Oper	ator Nam	ne:				Property I	Name:					Well Number	

District I

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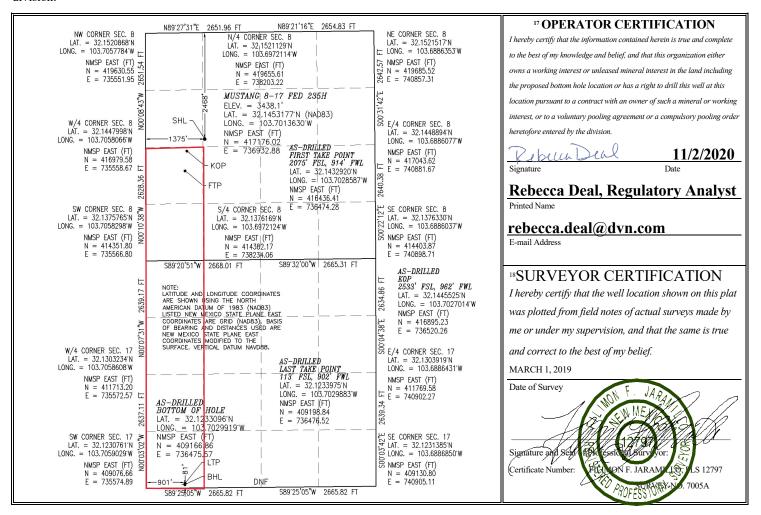
X AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-46		<sup>2</sup> Pool Code <b>97899</b>	NE SPRING						
<sup>4</sup> Property Code		5 P1	Property Name 6 Well Numb						
326166		MUSTA	ANG 8-17 FED	235H					
<sup>7</sup> OGRID No.		8 O	perator Name	<sup>9</sup> Elevation					
6137	]	DEVON ENERGY PRO	ODUCTION COMPANY, L.P.	3438.1					

# <sup>10</sup> Surface Location

					Sullag	Loudingin						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
F	8	25 S	32 E		2468	NORTH	1375	WEST	LEA			
			пB	Bottom H	ole Location	If Different Fro	om Surface					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
M	17	25 S	32 E		81	SOUTH	901	WEST	LEA			
12 Dedicated Acre	s <sup>13</sup> Joint	or Infill 14	Consolidation	n Code	<sup>15</sup> Order No.							
240												



nten	t	As Drill	ed	X								
API#		5-46431	]									
Ope	erator Nar		1			Property	/ Name					Well Number
DE\	VON ENE	RGY PRO	DUCTION	N CO.,	L.P.	MUSTA	NG 8-1	7 FED	)			235H
(ick (	Off Point (	KOP)										
UL <b>L</b>	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2533</b>	Fro SO	m N/S	Feet <b>962</b>	Fro <b>W</b>	m E/W <b>EST</b>	County <b>L</b> l	EA
Latitu		45525		<u> </u>	Longitu		02701	L <b>4</b>			NAD 83	}
irst T	Take Poin	t (FTP)										
UL <b>L</b>	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2075</b>	Fro SO	m N/S	Feet <b>914</b>	Fro <b>W</b>	m E/W <b>EST</b>	County <b>LEA</b>	
Latitu	ude <b>32.143</b>	2920			Longitu	103.70	2858	7	1		NAD 83	}
UL <b>M</b>	Section 17	Township 25S	Range <b>32E</b>	Lot	Feet <b>113</b>	From N/SOUTH			From E/W WEST	Coun	ty	
Latitu		233975			Longitu	103.7	02988	3		NAD	83	
	s well the	defining w nfill well?	ell for the	e Horiz	ontal Spa	ncing Unit	? [	Y				
	ng Unit.	olease prov	ride API i	f avail	able, Op	erator Na	me and	d well	number f	or Defi	ning well	for Horizonta
Ari#	•											
Ope	erator Nar	ne:				Property	/ Name	:				Well Number

District I

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<u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV

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1220 South St. Francis Dr. Santa Fe, NM 87505

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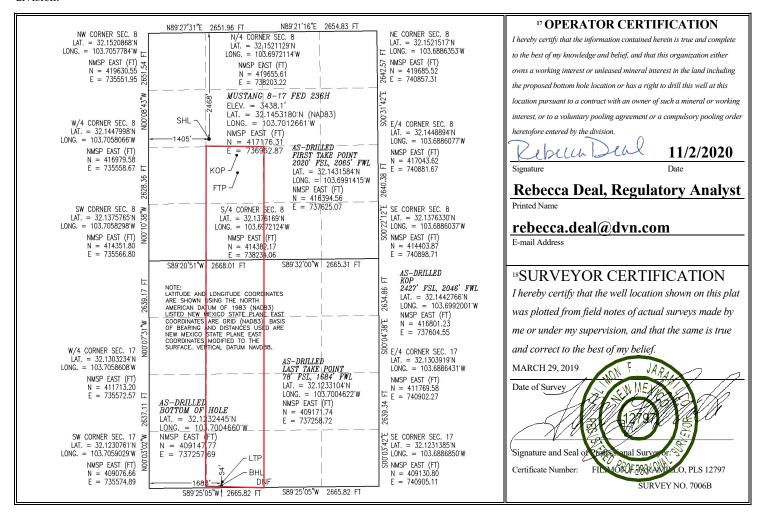
X AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-46	<sup>2</sup> Pool Code <b>97899</b>	<sup>3</sup> Pool Name WC-025 G-06 S253206M; BONE SPRING					
<sup>4</sup> Property Code <b>326166</b>		roperty Name ANG 8-17 FED	<sup>6</sup> Well Number <b>236H</b>				
<sup>7</sup> OGRID No.	8 O <sub>I</sub>	perator Name	<sup>9</sup> Elevation				
6137	<b>DEVON ENERGY PRO</b>	DDUCTION COMPANY, L.P.	3438.1				

#### <sup>10</sup> Surface Location

	Surface Eccution										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
F	8	25 S	32 E		2468	NORTH	1405	WEST	LEA		
	<sup>11</sup> Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
N	17	25 S	32 E		54	SOUTH	1683	WEST	LEA		
12 Dedicated Acre	s 13 Joint	or Infill 14	Consolidation	1 Code	<sup>15</sup> Order No.						
240											



	t	As Drill	ed	X									
API#	30-025-	46413											
Ope	rator Nan	ne:	1			Property N	ame:					Well Number	
DE	ON ENE	RGY PROI	DUCTIO	v co.,	L.P.	MUSTANO	8-17	FED				236H	
Cick C	Off Point (	KOP) Township	Range	Lot	Feet	From N	1/C	Feet	Fron	n E/W	County		
K	8	<b>25S</b>	<b>32E</b>	LOC	2427	SOUT	ΓH	<b>2046</b>	WE	ST	LEA		
Latitu		42766			Longitu	103.699	9200	1			NAD 83		
irst 1	Γake Point	t (FTP)											
UL <b>K</b>	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2020</b>	From N		Feet <b>2065</b>	Fron <b>WE</b>	n E/W	County		
Latitu	_			1	Longitu					-	NAD	NAD 83	
UL <b>N</b> Latitu		Township 25S	Range <b>32E</b>	Lot	Feet <b>78</b> Longitu	From N/S SOUTH ade 103.700	Feet 168	4 \ W	om E/W <b>/EST</b>	Count <b>LEA</b> NAD	ty 83		
	32.14	233104				103.700	1462				83		
	well the		ell for the	e Horiz	ontal Spa	ncing Unit?		Υ					
	ng Unit.	lease prov	vide API i 1	f avail	able, Op	erator Name	e and	well nu	mber fo	r Defi	ning well	for Horizontal	
Ope	rator Nan	ne:				Property N	ame:					Well Number	

District I

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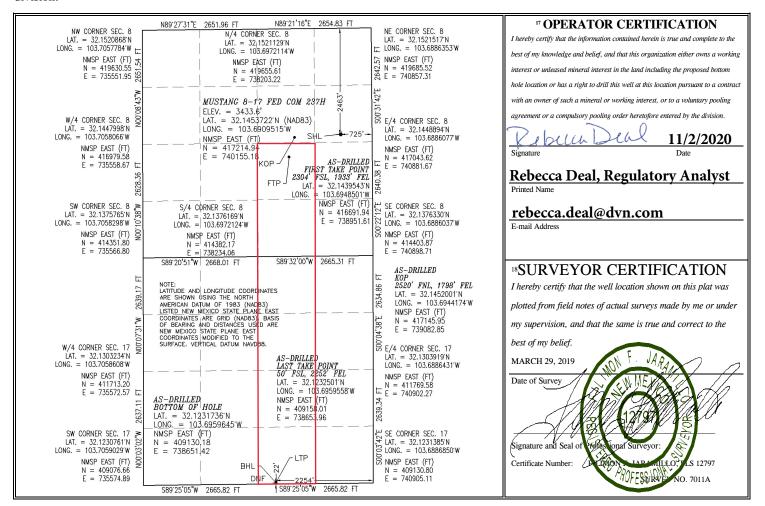
X AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name				
30-025-46414	1	97899	NE SPRING				
<sup>4</sup> Property Code		<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number			
326166		MUSTANO	MUSTANG 8-17 FED COM				
<sup>7</sup> OGRID No.		8 O]	perator Name	<sup>9</sup> Elevation			
6137		DEVON ENERGY PRO	DDUCTION COMPANY, L.P.	3433.6			

#### Surface Location

					Darrace	ounon					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
H	8	25 S	32 E		2463	NORTH	725	EAST	LEA		
<sup>11</sup> Bottom Hole Location If Different From Surface											
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
0	17	25 S	32 E		22	SOUTH	2254	EAST	LEA		
12 Dedicated Acre	s <sup>13</sup> Joint	or Infill 14	Consolidation	1 Code	e <sup>15</sup> Order No.						
240											



nten	t	As Drill	ed	X									
API#		-46414											
Ope	rator Nan	ne:	1			Property	Name	:					Well Number
DE	VON ENE	RGY PRO	DUCTION	ı co.,	L.P.	MUSTAN	NG 8-1	.7 FEC	сом	l			237Н
	Off Point (		Г	T	T = .			T			-6	T	
G G	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2520</b>	NO NO	n N/S <b>RTH</b>	Feet <b>179</b>		EAS	n E/W S <b>T</b>	County <b>LEA</b>	
Latit		52001			Longitu	103.69	94417	74				NAD 83	}
irst -	Take Poin	t (FTP)			,							,	
UL <b>J</b>	Section 8	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>2304</b>		n N/S <b>JTH</b>	Feet <b>193</b>		From	n E/W	County <b>LEA</b>	
Latit	ude <b>32.143</b>				Longitu							NAD 83	}
UL O Latitu	Section  17  ude	Township 25S	Range <b>32E</b>	Lot	Feet <b>50</b>	From N/S SOUTH	Fee <b>22</b>	t <b>52</b>	From I	E/W	Count <b>LEA</b> NAD	у	
	32.1	232501				103.69	5955	58				83	
	s well the	defining w nfill well?	ell for the	Horiz	ontal Spa	acing Unit?	[	Y					
	ng Unit.	olease prov	ride API i	f avail	able, Op	erator Nar	ne and	d well	numb	er fo	r Defi	ning well	for Horizontal
Ope	erator Nan	ne:				Property	Name	:					Well Number

<u>District I</u>

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District II

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# WELL LOCATION AND ACREAGE DEDICATION PLAT

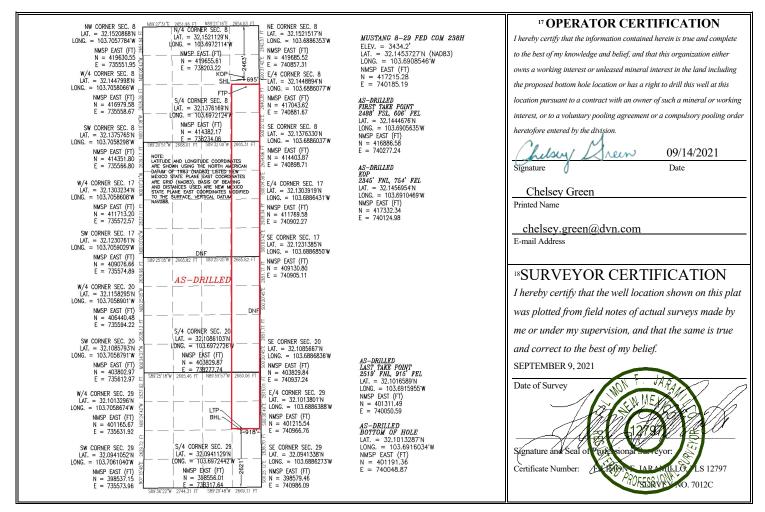
<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code		
30-025-46415		97899	WC-025 G-06 S253206M; BONE SPRING	
<sup>4</sup> Property Code		<sup>5</sup> Pr	<sup>6</sup> Well Number	
326167		MUSTANO	G 8-29 FED COM	238H
<sup>7</sup> OGRID No.		8 O <sub>I</sub>	perator Name	<sup>9</sup> Elevation
6137		DEVON ENERGY PRO	3434.2	

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
H	8	25 S	32 E		2463	NORTH	695	EAST	LEA	
	Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
I	29	25 S	32 E		2621	SOUTH	918	EAST	LEA	

12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.

480



Intent	t	As Dril	led xx											
API#														
	025-46415					1								· · · · · · · · · · · · · · · · · · ·
	rator Nai			TION		-	erty N					•		Well Number
	/ON EN MPANY	NERGY F	יאטטטט	JIION	١	MUS	STAN	IG 8.	-29 F	·FD (	COM			238H
COI	VIFAINT	, ∟.୮.												
Viel C	off Doint	(KOD)												
NICK C	Off Point													
UL H	Section 8	Township 25S	Range 32E	Lot	Feet 2345		From NOR		Feet 754		From	n E/W	County LEA	
Latitu		255	32E		Longitu		NOR	ІП	734		EAS	) I	NAD	
	 145695	54			103.6		469						83	
		. (570)												
First I	Take Poir	it (FTP)												
UL	Section	Township	Range	Lot	Feet		From N		Feet			n E/W	County	
Latitu	8	25S	32E		2488 Longitu		SOUT	Н	606		EAS	51	LEA NAD	
	144467	<b>'</b> 6				03.6905635								
					1.00.0									
		. (170)												
Last I	ake Poin	t (LIP)												
UL	Section	Township	Range	Lot	Feet		n N/S	Feet		From		Count	Ту	
H Latitu	29	25S	32E		2519 Longitu		RTH	915		EAS	<u> </u>	LEA NAD		
	101658	19			103.6		955					83		
02.	101000				100.0							00		
Is this	well the	defining v	vell for th	e Horiz	zontal Sp	pacing	g Unit?	,	Υ	7				
								_		_				
					_									
Is this	well an	infill well?		N										
ı <b>c</b> : <b>c</b> :I	l :	l	: d = ADI :£	ما د ا : مر د	اء ٥٠٠٠		\ \ !=====	. امد د	المن	ما ممار		> - <b>f</b> ii		
	r is yes p ng Unit.	iease prov	ide API II	avaliab	ne, Oper	rator i	vame	and v	veii n	umbei	riori	Jefinir	ig weii to	r Horizontal
			7											
API#														
Onc	rator Na	mo:				Dro	orty A	lama						Moll Number
Ope	rator Nai	me:				Prop	erty N	iame:	•					Well Number

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240

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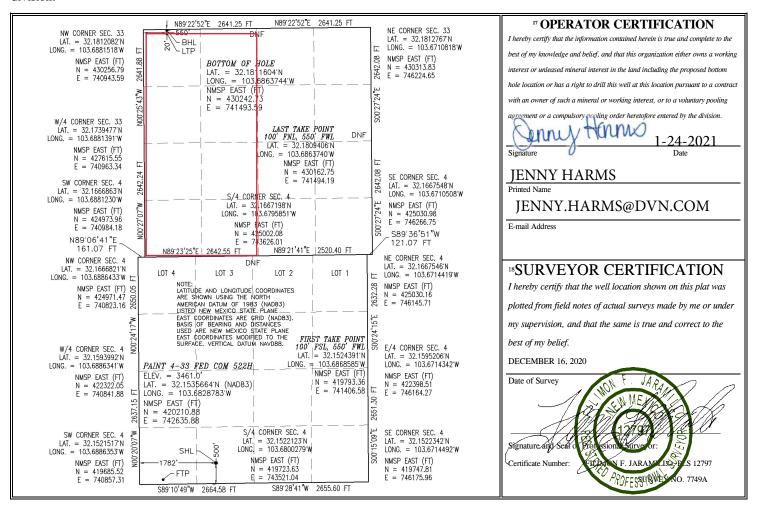
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name	
30-025-47407		97899	WC-025 G-06 S253206M;BONE SPRING	
<sup>4</sup> Property Code		<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number
328513		PAINT 4	I-33 FED COM	522H
<sup>7</sup> OGRID No.		8 O <sub>I</sub>	perator Name	<sup>9</sup> Elevation
6137		DEVON ENERGY PRO	DDUCTION COMPANY, L.P.	3461.0

#### Surface Location

					<sup>10</sup> Surtace	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
N	4	25 S	32 E		500	SOUTH	1782	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	
D	33	24 S	32 E		20	NORTH	550	WEST	LEA	
12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.										
320										



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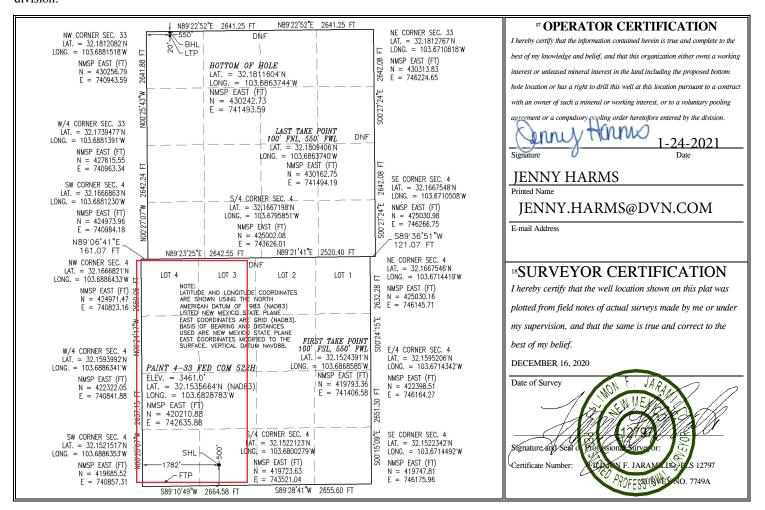
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name	
30-025-47407		96715	WC-025 G-06 S253209L;BONE SPRING	
<sup>4</sup> Property Code		<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number
328513		PAINT 4	1-33 FED COM	522H
<sup>7</sup> OGRID No.		8 O <sub>I</sub>	perator Name	<sup>9</sup> Elevation
6137		DEVON ENERGY PRO	DDUCTION COMPANY, L.P.	3461.0

# ■ Surface Location

					" Surface	Location					
UL or lot no.	Section	Township	Range	Lot Idn	Lot Idn Feet from the	North/South line	Feet from the	East/West line	County		
N	4	25 S	32 E	500		SOUTH	1782	WEST	LEA		
Bottom Hole Location If Different From Surface											
UL or lot no.	Section	Township	Range	Lot Idn	Lot Idn Feet from the	North/South line	Feet from the	East/West line	County		
D	33	24 S	32 E		20	NORTH	550	WEST	LEA		
12 Dedicated Acres	<sup>13</sup> Joint	or Infill 14	l 14 Consolidation Code				15 Order No.				
320.32											



Intent		As Drill	ed										
API#			]										
Ope	rator Nan	ne:	ļ			Property N	lame:					Well Number	
DEV	ON ENE	RGY PROI	DUCTION	CO.,	L.P.	PAI	NT 4	33 FEI	о сом			522H	
Kick C	Off Point (	KOP)											
UL	Section 4	Township 25S	Range 32E	Lot	Feet 46 FSL	From N	N/S	Feet 550 F		om E/W	County LEA		
Latitu 32	ide .152186	61			Longitud -103	de 3.6868467	3		I		NAD 83		
First T	ake Point	t (FTP)	Range	Lot	Feet	From N	N/S	Feet	Fro	om E/W	County		
<b>M</b> Latitu	4	255	32Ĕ		100 Longitud	SOUTH 550 W				ESŤ	T LEA NAD		
	32.152	4391			201161141	103.686	8585	1			83		
	ake Point		Panas	1.4	Face	France NI/C	T 5		From F ()A/	I cause	<b>.</b>		
D D	Section 33	Township <b>24S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>	From N/S NORTH	Feet <b>550</b>	)	From E/W <b>WEST</b>	LEA	ty		
Latitu		809406			Longitud	103.686	374	0		NAD	83		
Is this	well an ii	defining won		YES	]		e and	NO well n	umber t	for Defi	ning well	for Horizontal	
Spacir API#	ng Unit.		]										
Ope	rator Nan	ne:		Property Name:						Well Number			

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

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State of New Mexico

Energy, Minerals & Natural Resources Department OCD - HOBBS **OIL CONSERVATION DIVISION** 

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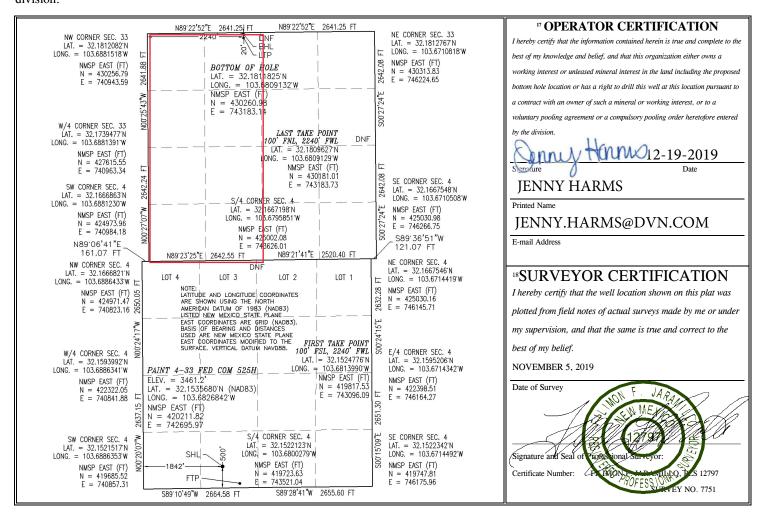
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er <sup>2</sup> Pool Code	<sup>3</sup> Pool Name					
30-025-47584	[97899]	WC-025 G-06 S253206M;BONE SP	RING				
<sup>4</sup> Property Code		<sup>5</sup> Property Name PAINT 4-33 FED COM					
328513	PAI						
<sup>7</sup> OGRID No.		8 Operator Name					
6137	DEVON ENERGY	PRODUCTION COMPANY, L.P.	3461.2				

#### ■ Surface I ocation

					" Surface	Location						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
N	4	25 S	32E		500	SOUTH	1842	WEST	LEA			
<sup>11</sup> Bottom Hole Location If Different From Surface												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
C	33	24 S	32E		20	NORTH	2240	WEST	LEA			
12 Dedicated Acre	s <sup>13</sup> Joint	or Infill 14	<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.							
320												



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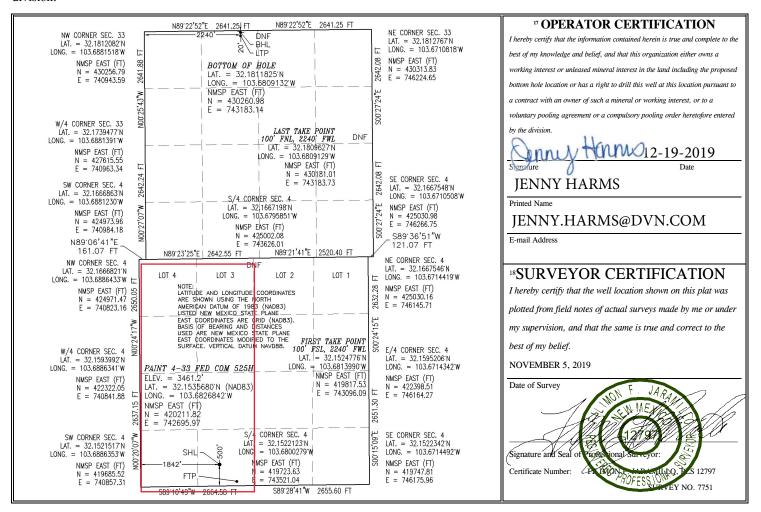
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47584		<sup>2</sup> Pool Code	<sup>3</sup> Pool Name					
		[96715]	WC-025 G-06 S253209L;BONE SPR	ING				
<sup>4</sup> Property Code		<sup>5</sup> Pı	<sup>6</sup> Well Number					
328513		PAINT 4-33 FED COM						
<sup>7</sup> OGRID No.		8 O	<sup>9</sup> Elevation					
6137		DEVON ENERGY PRODUCTION COMPANY, L.P.						

#### ■ Surface Location

	Surface Location											
UL or lot no.	Section	Township	ownship Range		Feet from the	North/South line	Feet from the	East/West line	County			
N	4	25 S	32E	500		SOUTH	1842	WEST	LEA			
	<sup>11</sup> Bottom Hole Location If Different From Surface											
UL or lot no.	Section	Township	Range	Lot Idn	ot Idn Feet from the	North/South line	Feet from the	East/West line	County			
C	33	24 S	32E		20	NORTH	2240	WEST	LEA			
12 Dedicated Acre	s <sup>13</sup> Joint	<sup>13</sup> Joint or Infill <sup>14</sup> Consolidation C			15 Order No.							
320.32												



Intent	X	As Drill	ed											
API#	30-025	-47584												
Oper	ator Nan	ne:		Prop	erty N	ame:						Well Number		
DEV	ON ENE	L.P.		PAII	NT 4	-33 FEI	D COI	VI			525H			
Kick O	ff Point (	KOP)												
UL N	Section 4	Township 25S	Range 32E	Lot	Feet 200' F		From N	/S	Feet 2240	)' FWI	From L	E/W	County LEA	
Latitu 32.	l <sup>de</sup> 152737(	) 00			Longitu		10400			2	<u> </u>		NAD	
					-103	0.0014	10400						83	
First T	ake Point	t (FTP)												
UL <b>N</b>	Section <b>4</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>		From N/		Feet <b>2240</b>		From E/W WEST		County <b>LEA</b>	
Latitu	de <b>32.152</b>	4776		<u> </u>	Longitu								NAD 83	
ul C	Section 33	(LTP) Township 24S	Range <b>32E</b>	Lot	Feet <b>100</b>	From <b>NO</b>	n N/S <b>RTH</b>	Feet <b>22</b> 4	<b>10</b>	From E,	/w	Count <b>LEA</b>	у	
Latitu		309627			Longitu		3.680	912	9			NAD <b>83</b>		
s this	well the	defining wo	ell for the		_	acing U	Init?		NO		,			
f infil		nfill well? lease prov	ide API i	YES		erator	Name	e and	well n	numbe	er foi	r Defir	ning well	for Horizontal
API#														
Operator Name:						Property Name:								Well Number

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

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

1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>

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

OCD - HOBBS 08/18/2020 RECEIVED

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

☐ AMENDED REPORT

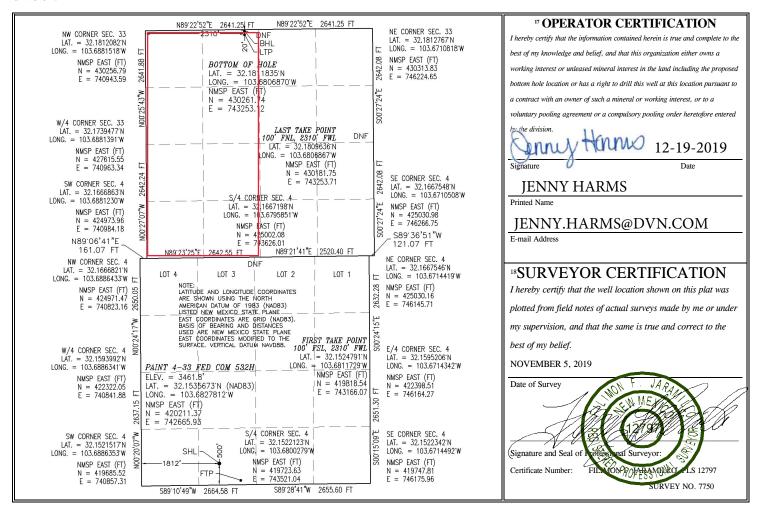
#### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number			<sup>3</sup> Pool Name				
	30-025-47586	[97899]	WC-025 G-06 S253206M;BONE S	PRING			
	<sup>4</sup> Property Code		<sup>5</sup> Property Name	<sup>6</sup> Well Number			
	328513	PAIN	PAINT 4-33 FED COM				
Г	<sup>7</sup> OGRID No.		8 Operator Name				
	6137	DEVON ENERGY F	DEVON ENERGY PRODUCTION COMPANY, L.P.				

#### ■ Surface Location

					Sarrace	Location			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	4	25 S	32 E		500	SOUTH	1812	WEST	LEA
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	33	24 S	32 E		20	NORTH	2310	WEST	LEA
12 Dedicated Acre	s <sup>13</sup> Joint	or Infill	Consolidation	1 Code			15 Order No.		
320									

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.



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

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1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u> 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

Ocpartment Submit one of Submi

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

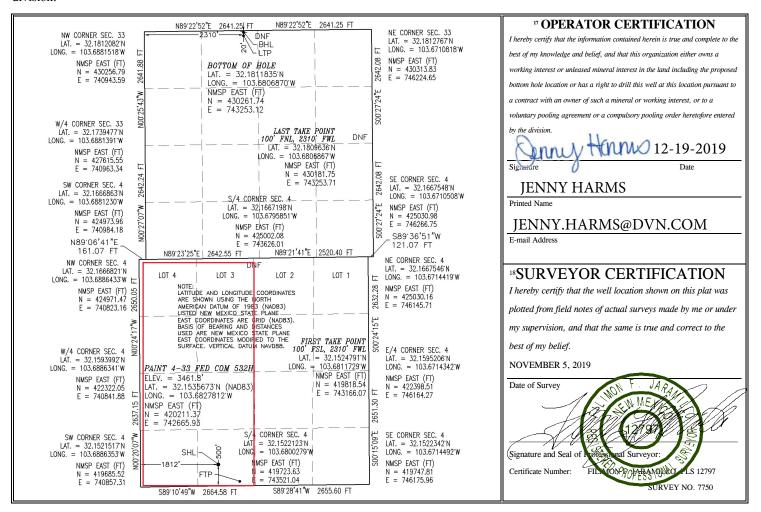
☐ AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47586	er <sup>2</sup> Pool Code 96715]			
<sup>4</sup> Property Code	<sup>5</sup> Pr	<sup>5</sup> Property Name		
328513	PAINT 4	PAINT 4-33 FED COM		
<sup>7</sup> OGRID No.	8 Op	8 Operator Name		
6137	DEVON ENERGY PRO	DEVON ENERGY PRODUCTION COMPANY, L.P.		

#### Surface Location

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Intent	: X	As Drill	ed											
API#	30-025-	47586												
Oper	rator Nar	ne:	<u> </u>			Propert	y Name	:					Well Number	
DEV	ON ENE	RGY PRO	DUCTION	N CO.,	L.P.	F	PAINT 4	l-33 F	ED CO	M			532H	
iick O	off Point (	KOP)												
UL <b>N</b>	Section 4	Township 25S	Range 32E	Lot	Feet 200' F	SL Fro	m N/S	Feet		From 231	E/W LO' FV	County VL LE	A	
Latitu 32.	<sup>de</sup> .152734	00		•	Longitu -103	de 3.68117	800	•	•			NAD 83		
												•		
irst T	ake Poin			_	,			_	·					
N N	Section <b>4</b>	Township <b>25S</b>	Range <b>32E</b>	Lot	Feet <b>100</b>	Fro SC	m N/S <b>DUTH</b>		Feet <b>2310</b>		E/W ST	County LEA		
Latitu	<sup>de</sup> <b>32.152</b>	4791			Longitu	de <b>103.68</b>	31172	9				NAD <b>83</b>	NAD <b>83</b>	
UL C	Section <b>33</b>	Township 24S	Range <b>32E</b>	Lot	Feet <b>100</b>	From N/	'S Fee <b>H 23</b>	t <b>10</b>	From E	E/W	Count <b>LEA</b>	у		
Latitu		809636		<u> </u>	Longitu	ongitude NAD 103.6806867					NAD	83		
s this	well the	defining w	ell for the	e Horizo	ontal Spa	cing Unit	? [	NO		,				
s this	well an i	nfill well?		YES										
	I is yes p ng Unit.	olease prov	ride API i	f availa	able, Ope	erator Na	ame and	d well	numbo	er for	Defii	ning well	for Horizontal	
API#			]											
Oper	rator Nar	ne:	1			Propert	y Name	:					Well Number	

KZ 06/29/2018

TRACKING	AttentionTo	Organization	Address1	Address2	Address3	City	Region	PostalCode	Country
9405509898642867295350	ABUELO LLC	JACKIE SUE JONES MANAGER	PO BOX 772			ARTESIA	NM	88211	US
9405509898642867297323	APOLLO PERMIAN LLC		1001 NW 63RD ST STE 100		1	OKLAHOMA CITY	OK	73116	US
9405509898642867294964	BALLARD E SPENCER TRUST INC		PO BOX 6			ARTESIA	NM	88211-0006	US
9405509898642867294773	BALONEY FEATHERS LTD	BY ELK MOUNTAIN HOLDINGS LLC	PO BOX 1586			LUBBOCK	TX	79408	US
9405509898642170733136	CARTER J COLEMAN	% ASHLEIGH CARTER COLEMAN	5861 N PINEGROVE DR			COEUR D ALENE	ID	83815-8987	US
9405509898642867296371	COLT DEVELOPMENT LLC		6400 S FIDDLERS GREEN CIR STE 2100			GREENWOOD VILLAGE	co	80111	US
9405509898642867295640	DONALD R MERCHANT TRUST	DATED 12-15-1981	59 DAMONTE RANCH PRKWY			RENO	NV	89521	US
9405509898642867294056	DOUGLAS ABELL DENTON		3323 N MIDLAND DR STE 113			MIDLAND	TX	79707	US
9405509898642867297538	DRAGOON CREEK MINERALS LLC		PO BOX 470857			FORT WORTH	TX	76147	US
940550989864286729536	ERGODIC RESOURCES LLC	JAMIE BOLING MANAGING MEMBER	22003 CASTLEWIND CIR			KATY	TX	77450-8639	US
9405509898642170733198	EUGENE H PERRY		3817 CRESTWOOD TER			FORT WORTH	TX	76107-1139	US
9405509898642867297149	FLYWAY HOLDINGS II LP		4143 MAPLE AVE STE 500			DALLAS	TX	75219	US
	GEORGE R GIBSON		UNKNOWN			OKLAHOMA CITY	OK	73102	US
9405509898642867296333	GIBSON FAMILY PROPERTIES LP		2000 SINCLAIR			MIDLAND	TX	79705	US
94050509898642867294391	JADT MINERALS LTD		PO BOX 190229			DALLAS	TX	75219-0229	US
9405509898642867295176	LEDA ZELIOS		PO BOX 606			HICO	TX	76457	US
9405509898642170732870	LOCO HILLS PRODUCTION COMPANY LLC	JANA WILLIAMS MANAGER	PO BOX 779			ARTESIA	NM	88211	US
9405509898642170732764	MARK E BOLING REVOCABLE TRUST	THOMAS A CROW TTEE	8210 LOUISIANA BLVD NE STE B			ALBUQUERQUE	NM	87113	US
9405509898642867296067	MCMULLEN MINERALS LLC		PO BOX 470857			FORT WORTH	TX	76147	US
9405509898642867294650	MORRIS E SCHERTZ		PO BOX 2588			ROSWELL	NM	88202-2588	US
9405509898642170733242	MORRIS E SCHERTZ	& WIFE HOLLY K SCHERTZ	P O BOX 2588			ROSWELL	NM	88202-2588	US
9405509898642867294988	ONRR	ROYALTY MANAGEMENT PROGRAM	PO BOX 25627			DENVER	co	80225-0627	US
9405509898642867296715	ORYAN OIL & GAS		PO BOX 14821			ODESSA	TX	79768	US
	PAISANO ROYALTY TRUST LLC		5128 APACHE PLUME RD STE 300			HOUSTON	TX	76101	US
9405509898642867294483	PATRICIA BOYLE YOUNG		PO BOX 1639			SOLANA BEACH	CA	92075-7639	US
9405509898642170732832	PEGASUS RESOURCES LLC		PO BOX 470698			FORT WORTH	TX	76147	US
9405509898642867296081	PEGASUS RESOURCES NM LLC		PO BOX 735082			DALLAS	TX	75373-5082	US
9405509898642867294384	RICHARD DONALD JONES JR		200 N GAINES RD			CEDAR CREEK	TX	78612	US
9405509898642867295091	RICHARDSON MINERAL & ROYALTY LLC		PO BOX 2423			ROSWELL	NM	88202	US
9405509898642867295435	SILVERHAIR LLC	JANET L RICHARDSON MANAGER	1301 LEWIS RD			ARTESIA	NM	88210	US
9405509898642867294865	WALLACE MERCHANT TRUST	CHARLES MERCHANT &	914 ACORN ST			HUNTSVILLE	AR	72740	US
9405509898642867296173	WEST BEND ENERGY PARTNERS LLC		1320 S UNIVERSITY DR STE 701			FORT WORTH	TX	76107	US
9405509898642867296500	WILLIAM P COLEMAN		PO BOX 1028			ISLAMORADA	FL	33036	US
9805509898642170732948	WING RESOURCES V LLC		2100 MCKINNEY AVE STE 1540			DALLAS	TX	75201	US

# **Affidavit of Publication**

STATE OF NEW MEXICO COUNTY OF LEA

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

> Beginning with the issue dated February 02, 2022 and ending with the issue dated February 02, 2022.

Publisher

Sworn and subscribed to before me this 2nd day of February 2022.

Business Manager

My commission expires January 29, 2023

(Seal)

GUSSIE BLACK Notary Public - State of New Mexico Commission # 1087526 My Comm. Expires Jan 29, 2023

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

LEGAL

LEGAL

LEGAL NOTICE February 2, 2022

Notice Text
Notice of Application for Surface Commingling.
Devon Energy Production Company, L.P. located at
333 West Sheridan Ave, Oklahoma City, OK 73102
is applying to the NMOCD to amend surface
commingle permit order CTB957, for oil/gas
production for the Chincoteague 8 CTB 1 battery.
The facility is located in Lea County in NW/4 Section
8, Township 25 South, Range 32 East. Wells going
to the batteries are located in Section 08-25S-32E &
04-25S-32E. Production is from the 1978991 WC-025
G-06 \$253206M: BONE SPRING. Pursuant to
Statewide Rule 19.15.12.10, interested parties must
file objections or requests for hearing in writing with
the division's Santa Fe office within 20 days after
publication, or the NMOCD may approve the
application. For questions pertaining to the
application, please contact Devon Energy Production
Company, L.P. (405) 235-3611
#37275

2000

67106744

00263226

ACCOUNTS PAYABLE - LEGALS DEVON ENERGY PO BOX 3198 OKLAHOMA CITY, OK 73102-3198 U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
PAINT 4-33 FED	525H	3002547584	NMLC061863A	NMLC061863A	DEVON
CHINCOTEAGUE	232H	3002545700	NMLC061873B	NMLC061873B	DEVON
PAINT 4-33 FED	522H	3002547407	NMLC061863A	NMLC061863A	DEVON
CHINCOTEAGUE	233H	3002545701	NMLC061873B	NMLC061873B	DEVON
MUSTANG 8-17	236H	3002546413	NMLC061873B	NMLC061873B	DEVON
CHINCOTEAGUE	234H	3002545702	NMLC061873B	NMLC061873B	DEVON
MUSTANG 8-29	238H	3002546415	NMLC061873B	NMNM141353	DEVON
CHINCOTEAGUE	231H	3002545699	NMLC061873B	NMLC061873B	DEVON
MUSTANG 8-17	235H	3002546431	NMLC061873B	NMLC061873B	DEVON
PAINT 4-33 FED	532H	3002547586	NMLC061863A	NMLC061863A	DEVON
MUSTANG 8-17	237H	3002546414	NMLC061873B	NMNM141352	DEVON

### **Notice of Intent**

**Sundry ID: 2653171** 

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 01/19/2022 Time Sundry Submitted: 06:36

Date proposed operation will begin: 01/19/2022

**Procedure Description:** APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE 43 CFR 3173.14 (a)(1)(i-iv) (1) The proposed commingling includes production from more than one: (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution; Proposal CHINCOTEAGUE 8 CTB 1 Upgrade Devon Energy Production Company, LP is requesting approval for a Lease/Pool Commingle

### **Surface Disturbance**

Is any additional surface disturbance proposed?: No

### **NOI Attachments**

#### **Procedure Description**

REVISED\_\_Chincoteauge\_8\_CTB1\_COMMINGLE\_1\_19\_2022\_20220119063557.pdf

Page 1 of 2

### **Conditions of Approval**

#### **Specialist Review**

Surface\_Commingling\_COA\_20220204192121.pdf

## **Operator Certification**

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

**Operator Electronic Signature: JENNY HARMS** Signed on: JAN 19, 2022 06:36 AM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Professional Street Address: 333 West Sheridan Avenue City: Oklahoma City State: OK

Phone: (405) 552-6560

Email address: jennifer.harms@dvn.com

### **Field Representative**

**Representative Name:** 

**Street Address:** 

City: State: Zip:

Phone:

**Email address:** 

### **BLM Point of Contact**

Signature: Jonathon Shepard

**BLM POC Name:** Jonathon W Shepard **BLM POC Title:** Petroleum Engineer

**BLM POC Phone:** 5752345972 BLM POC Email Address: jshepard@blm.gov

**Disposition:** Approved Disposition Date: 02/04/2022

### Federal Communitization Agreement

THIS AGREEMENT entered into as of the 12 day of March, 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:

Section 5: Lot 1, SE/4 NE/4, E/2 SE/4

Section 8: E/2 NE/4

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 240.39 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.

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 March 12, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

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

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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
11/22/2019 Date	By: Cathesine Oebsack Catherine Lebsack, Vice President
	WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD
	Chevron U.S.A., Inc.
Date	By: Title:

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:
Date	Catherine Lebsack, Vice President

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Chevron U.S.A. Inc.

12-9-2019 Date

By: K.R. Malle Fittle: Attorney-in-Fo

EOG Resources, Inc.

By: Title:

itle: Agent & Attorney-

STATE OF OKLAHOMA	) ) sg
COUNTY OF OKLAHOMA	) ss. )
This instrument was acknowledged Catherine Lebsack, Vice President limited partnership, on behalf of sa OTHOMAN (EXP. 10/21/23)  # 19010630  # 19010630  # 19010630	d before me this Andrew day of November 1, 2019, by for Devon Energy Production Company, L.P., an Oklahoma and limited part 1, rship.  Notary Public in and for the State of Oklahoma
STATE OF TEXAS § §	
COUNTY OF HARRIS	§
This instrument was acknowledg	ged before me this day of, 2019, by, , as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
corporation, on behalf of said corp	oration.
	Notary Public in and for the State of Texas
STATE OF	)
COUNTY OF	) ss. )
appeared	, before me, a Notary Public for the State of, personally, known to me to be the of ion that executed the foregoing instrument and acknowledged ne same.
(SEAL)	
My Commission Expires	Notary Public

	STATE OF OKLAHOMA )	
	COUNTY OF OKLAHOMA )	SS.
		fore me this day of, 2019, by Devon Energy Production Company, L.P., a Oklahoma imited partnership.
	_	
	7	Notary Public in and for the State of Oklahoma
	STATE OF TEXAS \$ \$ COUNTY OF HARRIS \$	
6	This instrument was acknowledged corporation, on behalf of said corporat  KELLY AVERY  My Notary ID # 6738079  Expires June 9, 2021	before me this day of, 2019, by, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania ion.
	STATE OF	) ss. )
	appeared,	before me, a Notary Public for the State of , personally known to me to be the of that executed the foregoing instrument and acknowledged ame.
	(SEAL)	
	My Commission Expires	Notary Public

STATE OF OKLAHOMA	)
COUNTY OF OKLAHOMA	) ss. )
This instrument was acknowledged by Catherine Lebsack, Vice President for limited partnership, on behalf of said	pefore me this day of, 2019, by or Devon Energy Production Company, L.P., a Oklahoma limited partnership.
	Notary Public in and for the State of Oklahoma
STATE OF TEXAS §	
COUNTY OF HARRIS	<b>§</b>
This instrument was acknowledged	before me this day of, 2019, by, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
corporation, on behalf of said corpor	ation.
	Notary Public in and for the State of Texas
COUNTY OF Midland On this 17th day of December, 2019	_) ) ss) before me, a Notary Public for the State of \( \textstyle \), personally
appeared Wordy Dallin	, known to me to be the Attorney of that executed the foregoing instrument and acknowledged
(SEAL)	PACY JORDAN Public, State of Texas Expires 10-17-2023 ry ID 132215654
My Commission Expires	Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering 240.39 acres in Lot 1, SE/4 NE/4, E/2 SE/4 of Section 5 & the E/2 NE/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

### Well Name/No.

### Chincoteague 5-8 Fed Com 234H

Tract 1 NMNM 108969 40.39 ac
Tract 2 NMLC 061863A 120 ac
Tract 3 NMLC 061873B 80 ac

#### **EXHIBIT "B"**

To Communitization Agreement Dated March 12, 2019 embracing the following described land in Lot 1, SE/4 NE/4, E/2 SE/4 of Section 5 & the E/2 NE/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

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

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number: USA NMNM 108969

Description of Land Committed: Township 25 South, Range 32 East,

Lea County, NM Section 5: Lot 1

Number of Acres: 40.39

Record Title Owner – Lessee: Chevron U.S.A., Inc. – 20.00%

EOG Resources, Inc. – 80.00%

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

Tract No. 2

Lease Serial Number: USA NMLC 061863A

Description of Land Committed: Township 25 South, Range 32 East,

Lea County, NM

Section 5: SE/4 NE/4, E/2 SE/4

Number of Acres: 120

Record Title Owner – Lessee: Devon Energy Production Company, L.P. – 50.00%

Chevron U.S.A., Inc. -50.00%

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

### Tract No. 3

Lease Serial Number:

**USA NMLC 061873B** 

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 8: E/2 NE/4

Number of Acres:

80

Record Title Owner – Lessee:

Devon Energy Production Company, L.P. – 50.00%

Chevron U.S.A., Inc. - 50.00%

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

### **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	40.39	16.8019 %
2	120.00	49.9919%
3	80.00	33.2062%
Total	240.39	100.0000%

# Federal Communitization Agreement

Contract No.	
Contract No	

THIS AGREEMENT entered into as of the 22nd day of October, 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:

Section 8: W/2 SE/4 Section 17: W/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 240.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., whose address is 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 October 22, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

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

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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 7	Operator
11/6/2019	By: Catherine Lebrack
Date	Catherine Lebsack, Vice President
	LESSEES OF RECORD
	Chevron U.S.A. Inc.
Date	Ву:
Date	Title :

- 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
Date	By:Catherine Lebsack, Vice President
	LESSEES OF RECORD
	Chevron U.S.A. Inc.
7-28-2020 Date	By: Robert Durmakor  Title: Attorney Fact

STATE OF OKLAHOMA )	
COUNTY OF OKLAHOMA ) ss.	
This instrument was acknowledged before m by Catherine Lebsack, Vice President for De Oklahoma limited partnership, on behalf of s	evon Energy Production Company, L.P., an
(SEAL)    Value   Valu	Notary Public
STATE OF TEXAS §  COUNTY OF HARRIS §	*
COUNTY OF HARRIS §	
This instrument was acknowledged before, as Att corporation, on behalf of said corporation.	e me this day of, 2019, by, orney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
	Notary Public in and for the State of Texas
	- · · · · · · · · · · · · · · · · · · ·

STATE OF OKLAHOMA §  COUNTY OF OKLAHOMA §	
This instrument was acknowledged before me on the by Catherine Lebsack, Vice President for Devon En Oklahoma limited partnership, on behalf of said lim	ergy Production Company, L.P., an
(SEAL)	
My Commission Expires	Notary Public
STATE OF TEXAS §  COUNTY OF HARRIS §	
This instrument was acknowledged before me the corporation, on behalf of said corporation.	day of January, 2020, by, n-Fact of Chevron U.S.A. Inc., a Pennsylvania  Public in and for the State of Texas

## **EXHIBIT "A"**

Plat of communitized area covering **240.00** acres in W/2 SE/4 Section 8, and the W/2 E/2 Section 17, Township 25 South, Range 32 East, Lea County, New Mexico

Well Name/No.

#### Mustang 8-17 Fed Com 237H (API #30-025-46414)

SHL: 2463' FNL, 725' FEL, Sec. 8-25S-32E BHL: 20' FSL, 2225' FEL, Sec. 17-25S-32E (DEFINING WELL \_ 240.00 AC HSU)



Tract 1 160 AC NMLC 061873B



Tract 2 80 AC NMLC 061869

	8
	17

#### **EXHIBIT "B"**

To Communitization Agreement Dated October 22, 2019 embracing the following described land in W/2 SE/4 Section 8 and the W/2 E/2 Section 17, Township 25 South, Range 32 East, Lea County, New Mexico

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

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number:

NMLC 061873B

Lease Date:

March 1, 1951

Primary Term:

Five (5) years

Lessor:

United States of America

Original Lessee:

Jack B. Shaw

Present Lessee:

Devon Energy Production Company, L.P.

Description of Land Committed:

Township 25 South, Range 32 East, N.M.P.M

Section 8: W/2 SE/4 Section 17: W/2 NE/4

Section 17. W/Z IVI

Number of Acres:

160

Royalty Rate:

1/8th

Name and Percent of WI Owners:

Devon Energy Production Company, L.P. – 100%

Name and Percent of ORRI Owners:

Of record

### Tract No. 2

Lease Serial Number:

NMLC 061869

Lease Date:

January 1, 1951

Primary Term:

Five (5) years

Lessor:

United States of America

Original Lessee:

J. A. Fairey

Present Lessee:

Devon Energy Production Company, L.P.

Description of Land Committed:

Township 25 South, Range 32 East, N.M.P.M

Section 17: W/2 SE/4

Number of Acres:

80

Royalty Rate:

 $1/8^{th}$ 

Name and Percent of WI Owners:

Devon Energy Production Company, L.P. – 100%

Name and Percent of ORRI Owners:

Of record

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	66.6667%
2	80.00	33.3333%
Total	240.00	100.0000%

### Federal Communitization Agreement

Contract	No.		

THIS AGREEMENT entered into as of the 22nd day of October, 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:

Section 8: E/2 SE/4 Section 17: E/2 E/2 Section 20: E/2 E/2 Section 29: E/2 NE/4

1

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 480.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., whose address is 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 October 22, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State

mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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: Catherine Cebrack
Catherine Lebsack, Vice President
LESSEES OF RECORD
Chevron U.S.A. Inc.
By:
Title :

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
Date	By:Catherine Lebsack, Vice President
	LESSEES OF RECORD
	Chevron U.S.A. Inc.
/-28-2020 Date	By: Robert Nunnalier Title: Attorney-in-Fact

STATE OF OKLAHOMA	)			
	) ss.			
COUNTY OF OKLAHOMA	)			
	,	1+14	1 1	
This instrument was acknowl	edged before me o	on this Diff	day of NOVEMBER	, 2019,
by Catherine Lebsack, Vice F	_			_, 2017,
Oklahoma limited partnership			2	
okianoma mmea parmersm	, on ochan or saic	i illilited partile	isinp.	
(SEAL)	THON		^	
(SEAL)	10630			
φ EXP. 1	V21/23		V- OIL	
19115	LIC AROUND		1.de Hans	
NA-C	anninin	\ _	ton and	
My Commission Expires			Notary Public	
	700			
STATE OF TEXAS	§			
	\$ \$ \$			
COUNTY OF HARRIS	§			
This instrument was acknown	vledged before m	ne this da	y of ,	2019, by
			hevron U.S.A. Inc., a Pen	
corporation, on behalf of said		•	, ·	-
	•			
	No	otary Public in a	and for the State of Texas	

STATE OF OKLAHOMA §	
COUNTY OF OKLAHOMA §	
This instrument was acknowledged before me on this by Catherine Lebsack, Vice President for Devon Energy Oklahoma limited partnership, on behalf of said limited	y Production Company, L.P., an
(SEAL)	
My Commission Expires	Notary Public
STATE OF TEXAS §  COUNTY OF HARRIS §	
COUNTY OF HARRIS §	
This instrument was acknowledged before me this corporation, as Attorney-in-F corporation, on behalf of said corporation.	day of Januay, 2020, by, act of Chevron U.S.A. Inc., a Pennsylvania
KELLY AVERY My Notary ID # 6738079 Expires June 9, 2021  Notary Pu	iblic in and for the State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering **480.00** acres in E/2 SE/4 Section 8, E/2 E/2 Section 17, E/2 E/2 Section 20 and E/2 NE/4 Section 29, Township 25 South, Range 32 East, Lea County, New Mexico Well Name/No.

#### Mustang 8-29 Fed Com 238H

#### (API #30-025-46415)

SHL: 2463' FNL, 695' FEL, Sec. 8-25S-32E BHL: 2620' FNL, 900' FEL, Sec. 29-25S-32E (DEFINING WELL \_ 480.00 AC HSU)



Tract 1 160 AC NMLC 061873B



Tract 2 240 AC NMLC 061869



Tract 3 80 AC NMLC 062300

0
8
17
20
29

#### **EXHIBIT "B"**

To Communitization Agreement Dated October 22, 2019 embracing the following described land in E/2 SE/4 Section 8, E/2 E/2 Section 17, E/2 E/2 Section 20, and the E/2 NE/4 Section 29, Township 25 South, Range 32 East, Lea County, New Mexico

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

## DESCRIPTION OF LEASES COMMITTED

## Tract No. 1

Lease Serial Number:

NMLC 061873B

Lease Date:

March 1, 1951

Primary Term:

Five (5) years

Lessor:

United States of America

Original Lessee:

Jack B. Shaw

Present Lessee:

Devon Energy Production Company, L.P.

Description of Land Committed:

Township 25 South, Range 32 East, N.M.P.M

Section 8: E/2 SE/4

Section 17: E/2 NE/4

Number of Acres:

160

Royalty Rate:

1/8th

Name and Percent of WI Owners:

Devon Energy Production Company, L.P. – 100%

Name and Percent of ORRI Owners:

Of record

#### Tract No. 2

Lease Serial Number: NMLC 061869

Lease Date: January 1, 1951

Primary Term: Five (5) years

Lessor: United States of America

Original Lessee: J. A. Fairey

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

Description of Land Committed: Township 25 South, Range 32 East N.M.P.M

Section 17: E/2 SE/4 Section 20: E/2 E/2

Number of Acres: 240

Royalty Rate: 1/8<sup>th</sup>

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

Name and Percent of ORRI Owners: Of record

Tract No. 3

Lease Serial Number: NMLC 062300

Lease Date: March 1, 1951

Primary Term: Five (5) years

Lessor: United States of America

Original Lessee: G. E. Jordan

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

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M

Section 29: E/2 NE/4

Number of Acres:

80

Royalty Rate:

1/8<sup>th</sup>

Name and Percent of WI Owners:

Devon Energy Production Company, L.P. - 100%

Name and Percent of ORRI Owners:

Of record

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	33.3333%
2	240.00	50.0000%
3	80.00	16.6667%
Total	480.00	100.0000%

# Federal Communitization Agreement

Contract No	).	
		_

THIS AGREEMENT entered into as of the 12 day of March, 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:

Section 5: Lot 3, SE/4 NW/4, E/2 SW/4

Section 8: E/2 NW/4

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 240.48 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.

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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.
- The date of this agreement is March 12, 2019, and it shall become effective as of this date 10. or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

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

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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
	Col - of war
11/22/2019	By: Cathesine Vebsack
Date	Catherine Lebsack, Vice President
*	
*	
	WORKING INTEREST OWNERS
	AND/OR LESSEES OF RECORD
	THE DESCRIPTION OF THE OTHER
	Chevron U.S.A., Inc.
* 1	
	By:
Date	Title:

**ACKNOWLEDGEMENT** 

- 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:
Catherine Lebsack, Vice President

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Chevron U.S.A. Inc.

12-9-2019 Date By: K.R. MWall Title: Attorney in Fac

Devon - Internal

STATE OF OKLAHOMA	)
	) ss.
COUNTY OF OKLAHOMA	
	before me this 2 day of NOVEMBED, 2019, by or Devon Energy Production Company, L.P., an Oklahoma I limited partnership.  Notary Public in and for the State of Oklahoma
STATE OF TEXAS §	
COUNTY OF HARRIS	§
	d before me this day of, 2019, by _, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
corporation, on behalf of said corpor	ration.
	Notary Public in and for the State of Texas
	<u>*</u>

# **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	)	
	) ss.	
COUNTY OF OKLAHOMA	)	
This instrument was acknowledged	before me this day of	, 2019, by
	for Devon Energy Production Com	The state of the s
limited partnership, on behalf of sa		, , , , , , , , , , , , , , , , , , , ,
inned particions, on condition of sa	ra minto partito simp.	
	Notary Public in and for the State	o of Oklahama
	Notary I done in and for the State	of Oktanoma
CTATE OF TEVAC		
STATE OF TEXAS \$  COUNTY OF HARRIS \$		
8		
COUNTY OF HARRIS §		
	ed before me this $\frac{9}{1}$ day of $\frac{1}{1}$	
	, as Attorney-in-Fact of Chevron	U.S.A. Inc., a Pennsylvania
corporation, on behalf of said corp	oration.	
	( )	)
	Levy in	Vyen
	Notary Public in and for t	the State of Texas
KELLY AVERY		
My Notary ID # 6738079		
#1330 Cumison June 0 2021	4	

# **EXHIBIT "A"**

Plat of communitized area covering **240.48** acres in Lot 3, SE/4 NW/4, E/2, SW/4 of Section 5 & the E/2 NW/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

## Well Name/No.

Tract 1 USA NMLC 0061863A 160.48 Acres	
Tract 2 USA NMLC 061873B 80 Acres	

#### **EXHIBIT "B"**

To Communitization Agreement Dated March 12, 2019 embracing the following described land in Lot 3, SE/4 NW/4, E/2 SW/4 of Section 5 & the E/2 NW/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

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

### DESCRIPTION OF LEASES COMMITTED

## Tract No. 1

Lease Serial Number:

USA NMLC 061863A

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 5: Lot 3, SE/4 NW/4, E/2 SW/4

Number of Acres:

160.48

Record Title Owner – Lessee:

Devon Energy Production Company, L.P. – 50.00%

Chevron U.S.A., Inc. - 50.00%

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

#### Tract No. 2

Lease Serial Number:

**USA NMLC 061873B** 

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 8: E/2 NW/4

Number of Acres:

80

Record Title Owner - Lessee:

Devon Energy Production Company, L.P. - 50.00%

Chevron U.S.A., Inc. - 50.00%

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

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.48	66.733200%
2	_80.00	33.266800%
Total	240.48	100.0000%

# Federal Communitization Agreement

Contract No.	
--------------	--

THIS AGREEMENT entered into as of the 12 day of March, 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:

Section 5: Lot 2, SW/4 NE/4, W/2 SE/4

Section 8: W/2 NE/4

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 240.44 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.

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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.
- The date of this agreement is March 12, 2019, and it shall become effective as of this date 10. or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

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

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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.

11/22/2019 Date	Devon Energy Production Company, L.P.  Operator  By: Catherine Vebsack  Catherine Lebsack, Vice President
	WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD
	Chevron U.S.A., Inc.
	Dv2-

**ACKNOWLEDGEMENT** 

Title:

Date

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
	Bv:
Date	Catherine Lebsack, Vice President

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Chevron U.S.A. Inc.

12-9-2019 Date By: K.R. Melally Title: Attorney -in-Fact

STATE OF OKLAHOMA )	
) ss.	
COUNTY OF OKLAHOMA )	
Catherine Lebsack, Vice President for Devolution Lebsack, Vice President for Devolution Control Contro	ne this 2 day of NIVENED, 2019, by on Energy Production Company, L.P., an Oklahoma d partnership.  Public in and for the State of Oklahoma
STATE OF TEXAS §	
COUNTY OF HARRIS §	
100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 -	e me this day of, 2019, by, torney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
corporation, on behalf of said corporation.	
	Notary Public in and for the State of Texas
	1

# **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	)			
COUNTY OF OKLAHOMA	) ss. )		*	
This instrument was acknowl Catherine Lebsack, Vice Pres limited partnership, on behalf	ident for Devon E	Energy Production Co		
	Notary Pi	ablic in and for the S	tate of Oklahon	 1a
	•			
STATE OF TEXAS	§			
	§			
COUNTY OF HARRIS	§			
This instrument was acknown .R. McNally	, as Attorn	ne this $\frac{c_1}{c_1}$ day of ney-in-Fact of Chevro	Decubion U.S.A. Inc.,	_, 2019, by, a Pennsylvania
corporation, on behalf of said	corporation.		1	
	\		()	
WELLY DEED		otary Public in and fo	or the State of T	
KELLY AVER My Notary ID # 67	18'	otary rubile in and r	of the State of 1	CAAS
Expires June 9,	100			

# **EXHIBIT "A"**

Plat of communitized area covering 240.44 acres in Lot 2, SW/4 NE/4, W/2, SE/4 of Section 5 & the W/2 NE/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

## Well Name/No.

	Tract 1 USA NMLC 0061863A 160.44 Acres	
	Tract 2 USA NMLC 061873B 80 Acres	

#### **EXHIBIT "B"**

To Communitization Agreement Dated March 12, 2019 embracing the following described land in Lot 2, SW/4 NE/4, W/2 SE/4 of Section 5 & the E/2 NW/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

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

## DESCRIPTION OF LEASES COMMITTED

## Tract No. 1

Lease Serial Number:

**USA NMLC 061863A** 

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 5: Lot 2, SW/4 NE/4, W/2 SE/4

Number of Acres:

160.44

Record Title Owner – Lessee:

Devon Energy Production Company, L.P. – 50.00%

Chevron U.S.A., Inc. - 50.00%

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

#### Tract No. 2

Lease Serial Number:

**USA NMLC 061873B** 

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 8: W/2 SE/4

Number of Acres:

80

Record Title Owner - Lessee:

Devon Energy Production Company, L.P. - 50.00%

Chevron U.S.A., Inc. - 50.00%

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

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.44	66.727666%
2	_80.00	33.272334%
Total	240.44	100.0000%



# 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

MAR"3 1 2021

In Reply Refer To: NMNM141670 3105.2 (NM920)

Reference:

Communitization Agreement Chincoteague 8 5 Fed Com 231H Section 5: Lot 4, SWNW, W2SW Section 8: W2NW T. 25 S., R. 32 E., N.M.P.M. Lea County, NM

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

#### Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141670 involving 160.53 acres of Federal land in lease NMLC 061863A, and 80 acres of Federal land in lease NMLC 061873B, Lea County, New Mexico, which comprise a 240.53 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lot 4, SWNW, W2SW of Sec. 05 and W2NW of Sec. 08, T. 25 S., R. 32 E., NMPM, Lea County, NM, and is effective March 12, 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.

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.

2

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

## 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 Commissioner

## **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 Lot 4, SWNW, W2SW of Sec. 05 and W2NW of Sec. 08, T. 25 S., R. 32 E., NMPM, Lea County, NM, 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:

MAR 3 1 2021

Sheila Mallory

Deputy State Director

Division of Minerals

Effective: March 12, 2019

Contract No.: Com. Agr. NMNM141670

BLM-NMSO FEB:25:2020 13:12:41 RECEIVED

## Federal Communitization Agreement

# Contract No. NM NM 141670

THIS AGREEMENT entered into as of the 12 day of March, 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:

Section 5: Lot 4, SW/4 NW/4, W/2 SW/4

Section 8: W/2 NW/4

Township 25 South, Range 32 East, Lea County, New Mexico

Containing 240.53 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.

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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.
- The date of this agreement is March 12, 2019, and it shall become effective as of this date 10. or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

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

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

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

	Devon Energy Production Company,	<u>L.P.</u>
	Operator	
11/22/2011 Date	By: <u>Catherine Nebssak</u> Catherine Lebsack, Vice President	M

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Chevron U.S.A., Inc.

Date	By: Title:	

**ACKNOWLEDGEMENT** 

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

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

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

	Devon Energy Production Company, L.P.	
	Operator	
	By:	
Date	Catherine Lebsack, Vice President	

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Chevron U.S.A. Inc.

12-9-2019 Date By: K.R. Mally
Title: Attachey in Fact

STATE OF OKLAHOMA )	
) ss.	
COUNTY OF OKLAHOMA )	ř
Catherine Lebsack, Vice President for Devo	ne this L day of NNFMBEL, 2019, by on Energy Production Company, L.P., an Oklahoma
limited partnership, on behalf of said limited	d partnership.
WO OF OKLAND	Rublic in and for the State of Oklahoma
STATE OF TEXAS §	
COUNTY OF HARRIS §	
	e me this day of, 2019, by, torney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania
corporation, on octan or said corporation.	
	Notary Public in and for the State of Texas

# **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	)
	) ss.
COUNTY OF OKLAHOMA	)
	pefore me this day of, 2019, by or Devon Energy Production Company, L.P., a Oklahoma limited partnership.
	Notary Public in and for the State of Oklahoma
STATE OF TEXAS §	
STATE OF TEXAS §	
COUNTY OF HARRIS §	
	before me this 9 day of Decay, 2019, by, as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania ation.
	V ()
KELLY AVERY My Notary ID # 6738079 Expires June 9, 2021	Notary Public in and for the State of Texas

# **EXHIBIT "A"**

Plat of communitized area covering 240.53 acres in Lot 4, SW/4 NW/4, W/2, SW/4 of Section 5 & the W/2 NW/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

Well Name/No.

Tract 1 USA NMLC 0061863A 160.53 Acres	
Tract 2 USA NMLC 061873B 80 Acres	

## **EXHIBIT "B"**

To Communitization Agreement Dated March 12, 2019 embracing the following described land in Lot 4, SW/4 NW/4, W/2 SW/4 of Section 5 & the W/2 NW/4 of Section 8, Township 25 South, Range 32 East, Lea County, New Mexico

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

## **DESCRIPTION OF LEASES COMMITTED**

### Tract No. 1

Lease Serial Number:

USA NMLC 061863A

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 5: Lot 4, SW/4 NW/4, W/2 SW/4

Number of Acres:

160.53

Record Title Owner - Lessee:

Devon Energy Production Company, L.P. - 50.00%

Chevron U.S.A., Inc. - 50.00%

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

#### Tract No. 2

Lease Serial Number:

USA NMLC 061873B

Description of Land Committed:

Township 25 South, Range 32 East,

Lea County, NM

Section 8: W/2 NW/4

Number of Acres:

80

Record Title Owner - Lessee:

Devon Energy Production Company, L.P. - 50.00%

Chevron U.S.A., Inc. - 50.00%

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

# RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.53	66.740116%
2	_80.00	33.259884%
Total	240.53	100.0000%

# Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of March, 2021, 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 24 South, Range 32 East, N.M.P.M

Section 33: W/2 Lea County, New Mexico

Township 25 South, Range 32 East, N.M.P.M.

Section 4: W/2 Lea County, New Mexico

Containing <u>640.32</u> acres more or less, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 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 March 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral

operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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, Record Title and Operating Rights Owner)

Date: 12/17/2020

By: Catherine Xebsack
Catherine Lebsack, Vice President

# **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	§		
COUNTY OF OKLAHOMA	§ §		
December 2021 by Cather	ine Lebsack, V	cknowledged before me on this Vice President of Devon Energy Product behalf of said limited partnership.	day of ion Company,
My Commission Expires:	# 1406968 # 1406968 # 1406968 # 1406968	Notary Public	
		Chevron U.S.A. Inc. (Record Title Only)	
D		Ву:	
Date		Title:	-
	ACKNO	WLEDGEMENT	
STATE OF			
COUNTY OF	) ss. )		
On thisday of personally appeared theo		me, a Notary Public for the State of, known to me to be, on behalf of the same.	,
(SEAL)			
My Commission Expires		Notary Public	

## **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	§				
COUNTY OF OKLAHOMA	§ §				
The foregoing instrument, 2019 by Catherine Le L.P., an Oklahoma limited partners!	bsack	x, Vice President	of Devon Energy	Production Co	day of ompany,
My Commission Expires:		· ·			
			Notary Pub	lic	
			vron U.S.A. Inc. ord Title Only)		
5/13/21 Date		Ву:	Joh P. L	late	
		Title:	Attorney-in-Fact	100000000000000000000000000000000000000	

# **ACKNOWLEDGEMENT**

STATE OF TEXAS

\$
COUNTY OF HARRIS

\$
On this 13 day of 20 at hefore me a Notary Public for the

On this 13 day of 10 day , 20 1, before me, a Notary Public for the State of P. Gautreau, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., on behalf of the same.

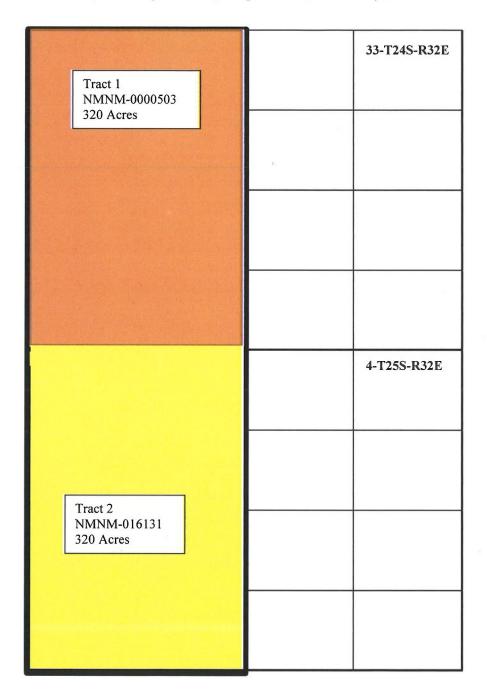
BRENDA L GUERRA
My Notary ID # 129485877
Expires July 11, 2021

My Commission Expires

Ryende 2 Guerra Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering 640.32 acres in the W/2 of Section 33, Township 24 South, Range 32 West and W/2 of Section 4, Township 25 South, Range 32 East, Lea County, New Mexico.



Defining Well: 630.32 SHU Paint 4-33 Fed Com 532H

#### **EXHIBIT "B"**

To Communitization Agreement Dated March 1, 2021 embracing the following described land in the W/2 of Section 33, Township 24 South, Range 32 East and W/2 of Section 4, Township 25 South, Range 32 East, Lea County, New Mexico.

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

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number:

NMNM 113964

Description of Land Committed:

Township 24 South, Range 32 East,

Section 33: Insofar and only insofar as the lease covers the

W/2

Number of Gross Acres:

320 acres

Record Title Owner – Lessee:

Devon Energy Production Company, L.P. 100.000000%

Working Interest Owners:

Devon Energy Production Company, L.P. 100.000000%

Overriding Interest Owners:

N/A

#### Tract No. 2

Lease Serial Number:

NMLC 0061863A

Description of Land Committed:

Township 25 South, Range 32 East,

Section 4: Insofar and only insofar as the lease covers the

W/2

Number of Gross Acres:

320.32

Record Title Owner – Lessee:

Chevron U.S.A. Inc

50.00000%

Devon Energy Production Company, L.P.

50.00000%

Name of Working Interest Owners:

Devon Energy Production Company, L.P.

100.000000%

Overriding Interest Owners:

Dragoon Creek Minerals LLC Tumbler Energy Partners LLC Pegasus Resources NM LLC Wallace Merchant Trust

Donald Merchant Trust dated 12-15-1981

Morris E Schertz

Richardson Mineral & Royalty LLC

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	320.00	49.9750%
2	320.32	50.0250%
Total	640.32	100.0000%

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

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

**ORDER NO. PLC-856** 

#### **ORDER**

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

#### **FINDINGS OF FACT**

- 1. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
- 8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("CA Pooled Area"), as described in Exhibit A.

Order No. PLC-856 Page 1 of 4

#### **CONCLUSIONS OF LAW**

- 9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
- 12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
- 14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

#### **ORDER**

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

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

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

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

- 2. This Order supersedes Order PLC-856 and CTB-957.
- 3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

Order No. PLC-856 Page 2 of 4

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 5. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
- 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
- 8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.

Order No. PLC-856 Page 3 of 4

- 9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 11. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**DATE:** 9/29/2025

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ALBERT C. S. CHANG

Albert Chang

**DIRECTOR** 

Order No. PLC-856 Page 4 of 4

## State of New Mexico Energy, Minerals and Natural Resources Department

# Exhibit A

Order: PLC-856

**Operator:** Devon Energy Production Company, LP (6137)

Central Tank Battery: Chincoteauge 8 Central Tank Battery 1

Central Tank Battery Location: UL E, Section 8, Township 25 South, Range 32 East Gas Title Transfer Meter Location: UL E, Section 8, Township 25 South, Range 32 East

#### **Pools**

Pool Name	<b>Pool Code</b>
<b>WC-025 G-06 S253209L; BONE SPRING</b>	96715
WC-025 G-06 S253206M; BONE SPRING	97899

# Leases as defined in 19.15.12.7(C) NMAC

	( )	
Lease	UL or Q/Q	S-T-R
CA Dana Carina NIMNIM 105520702 (141252)	W2SE	8-25S-32E
CA Bone Spring NMNM 105520782 (141352)	W2E2	17-25S-32E
	E2SE	8-25S-32E
CA Bone Spring NMNM 105520783 (141353)	<b>E2E2</b>	17-25S-32E
	<b>E2E2</b>	20-25S-32E
	E2NE	29-25S-32E
	W2	32-24S-32E
<b>CA Bone Spring NMNM 105520778 (141350)</b>	W2	5-25S-32E
	NW4	8-25S-32E
CA D C NIMBIN 10551 (204 (141 (72))	W2E2	05-25S-32E
CA Bone Spring NMNM 105516294 (141672)	W2NE	08-25S-32E
CA D C . NIMBIR 1055151 (5 (141751)	E2W2	05-25S-32E
CA Bone Spring NMNM 105515165 (141671)	E2NW	08-25S-32E
CA Dono Spring NIMNIM 105515164 (141670)	W2W2	05-25S-32E
CA Bone Spring NMNM 105515164 (141670)	W2NW	08-25S-32E
	<b>E2</b>	32-24S-32E
<b>CA Bone Spring NMNM 105520781 (141351)</b>	<b>E2</b>	05-25S-32E
	NE4	08-25S-32E
DDODOSED CA Dono Soving #5	W2	33-24S-32E
PROPOSED CA Bone Spring #5	<b>W2</b>	04-24S-32E
	ALL	08-25S-32E
DI M I 2000 NMNM 105442641 (NMI C 00/1072D)	W2	09-25S-32E
BLM Lease NMNM 105442641 (NMLC 0061873B)	N2, SW4	17-25S-32E
	<b>S2</b>	18-25S-32E

### Wells

	***************************************			
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45699	Chincoteague 8 5 Federal Com #231H	W2W2	05-25S-32E	97899
		W2NW	08-25S-32E	91099
20.025.45700	Chincoteague 8 5 Federal Com #232H	E2W2	05-25S-32E	97899
30-025-45700		E2NW	08-25S-32E	71099

Chincoteague 8 5 Federal Com #233H	W2E2	05-25S-32E	97899
	W2NE	08-25S-32E	
Chinasteegus 8 5 Federal Com #224H	E2E2	05-25S-32E	97899
Chilicoteague 8 5 Federal Colli #254H	E2NE	08-25S-32E	9/099
M	SW4	08-25S-32E	97899
Winstang 8 17 Federal Com #255H	<b>W2</b>	17-25S-32E	91099
Mustang & 17 Fodoral Com #236U	SW4	08-25S-32E	97899
Mustang 8 1 / Federal Com #236H	W2	17-25S-32E	
Mustang 8 17 Federal Com #237H	W2SE	08-25S-32E	97899
	W2E2	17-25S-32E	
Mustang 8 29 Federal Com #238H	E2SE	08-25S-32E	97899
	<b>E2E2</b>	17-25S-32E	
	<b>E2E2</b>	20-25S-32E	
	E2NE	29-25S-32E	
Paint 4 33 Federal Com #521H	W2	33-24S-32E	96715
	W2	04-25S-32E	97899
Paint 4 33 Federal Com #532H	W2	33-24S-32E	96715
	<b>W2</b>	04-25S-32E	97899
Daint 4.22 Federal Com #525H	W2	33-24S-32E	96715
Paint 4 33 Federal Com #525H	<b>W2</b>	04-25S-32E	97899
	Chincoteague 8 5 Federal Com #234H  Mustang 8 17 Federal Com #235H  Mustang 8 17 Federal Com #236H  Mustang 8 17 Federal Com #237H  Mustang 8 29 Federal Com #238H  Paint 4 33 Federal Com #521H	Chincoteague 8 5 Federal Com #233H  Chincoteague 8 5 Federal Com #234H  E2E2 E2NE  Mustang 8 17 Federal Com #235H  Mustang 8 17 Federal Com #236H  W2  Mustang 8 17 Federal Com #236H  W2  Mustang 8 17 Federal Com #237H  W2SE  Mustang 8 17 Federal Com #237H  E2SE  Mustang 8 29 Federal Com #238H  E2E2 E2NE  Paint 4 33 Federal Com #521H  W2  Paint 4 33 Federal Com #532H  W2  Paint 4 33 Federal Com #525H	Chincoteague 8 5 Federal Com #233H         W2NE         08-25S-32E           Chincoteague 8 5 Federal Com #234H         E2E2         05-25S-32E           Mustang 8 17 Federal Com #235H         SW4         08-25S-32E           Mustang 8 17 Federal Com #236H         SW4         08-25S-32E           Mustang 8 17 Federal Com #236H         W2         17-25S-32E           Mustang 8 17 Federal Com #237H         W2SE         08-25S-32E           Mustang 8 29 Federal Com #238H         E2E2         17-25S-32E           Mustang 8 29 Federal Com #238H         E2E2         17-25S-32E           Paint 4 33 Federal Com #521H         W2         33-24S-32E           Paint 4 33 Federal Com #532H         W2         33-24S-32E           Paint 4 33 Federal Com #525H         W2         33-24S-32E           Paint 4 33 Federal Com #525H         W2         33-24S-32E

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

General Information Phone: (505) 629-6116

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

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

CONDITIONS

Action 95478

#### **CONDITIONS**

Operator:	OGRID:
DEVON ENERGY PRODUCTION COMPANY, LP	6137
333 West Sheridan Ave.	Action Number:
Oklahoma City, OK 73102	95478
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### CONDITIONS

Created By		Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov.	9/30/2025