



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

11/8/2022

Interest Owners

Re: Re-notice with updated letterhead date, all information below remains the same as previous letter mailed 10/31/2022
Central Tank Battery- Lone Tree Draw 14 CTB 1
Sec., T, R: W/2 NW/4 SW/4 of S14, T21S, R27E
Lease: NM LO 1899 0007; NM KO 3633; NM VA 0834; NM VB 1053 0000; NM OG 5809; NM KO 3633; NUEVO SEIS LTD PARTNERSHIP
Pool: [96144] CARLSBAD; BONE SPRING, EAST & ALACRAN HILLS;

County: Eddy Co., New Mexico

To whom it may concern:

Devon Energy Production Company, L.P., is re-noticing owners as the date of the previous letter was inaccurate.

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.

Name	API	Location
LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	L -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	M -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	M -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 621H	30-015-46403	E -14-21S-27E
LONE TREE DRAW 14-13 STATE COM 623H	30-015-46435	L -14-21S-27E

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
Surface Landman

Devon Energy Corporation
333 West Sheridan Ave
Oklahoma City OK 73102-5015
(405)552-6560

Enclosure

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: See attachments for multiple wells and APIs **API:** _____
Pool: [96144]CARLSBAD:BONE SPRING, EAST & [70070] ALACRAN HILLS:WOLFCAMP (GAS) **Pool Code** 96144 & 70070

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

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

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

FOR OCD ONLY

- ☐ Notice Complete
- ☐ Application Content Complete

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

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

Chelsey Green

Print or Type
Name

Chelsey Green
Signature

11/01/21
Date

405-228-8595
Phone Number

chelsey.green@dvn.com
e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: DEVON ENERGY PRODUCTION CO, LP
OPERATOR ADDRESS: 333 W SHERIDAN AVENUE, OKLAHOMA CITY, OK 73102
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Chelsey Green TITLE: Regulatory Professional DATE: 11/01/21

TYPE OR PRINT NAME Chelsey Green TELEPHONE NO.: 405-228-8595

E-MAIL ADDRESS: chelsey.green@dvn.com

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

Proposal for **LONE TREE DRAW 14 CTB 1:**

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

NMOCD ORDER	Name	API	POOL	Pad Assignment [SV]	LEASES	LEASES	LEASES	LEASES
NEW WELL	LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1655 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1715 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	L -14-21S-27E 1990 FSL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 396 FSL 195 FWL				
NEW WELL	LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 377 FSL 172 FWL	NM OG 5809	NM LO 1899 0007	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP
NEW WELL	LONE TREE DRAW 14-13 STATE COM 621H	30-015-46403	[70070] ALACRAN HILLS;WOLFCAMP (GAS)	E -14-21S-27E 1685 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 623H	30-015-46435	[70070] ALACRAN HILLS;WOLFCAMP (GAS)	L -14-21S-27E 1960 FSL 280 FWL	NM KO 3633	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP	

CA:

Attached is the proposed CA allocation method for each lease in the CA.

Well Name	API/UWI	POOL	CA
LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14

LONE TREE DRAW 14-13 STATE COM 621H	30-015- 46403	[70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 623H	30-015- 46435	[70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14

Oil & Gas metering:

The Lone Tree Draw 14 CTB 1 central tank battery is in the W/2 NW/4 SW/4 of S14, T21S, R27E in Eddy County, New Mexico.

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

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for 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 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 one of the water tanks for storage.

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Lone Tree Draw 14-13 State Com 336H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 335H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 331H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 621H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 332H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 333H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 623H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Oil FMP	ORYX / *		

Meter Owner / Serial Number:

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

Process and Flow Descriptions:

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

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

OIL ALLOCATION

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

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

WATER ALLOCATION

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

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

Economic Justification Report

LONE TREE DRAW 14 CTB 1

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
LONE TREE DRAW 14-13 STATE COM 331H	Sweet	Please reference commingle proposal for leases						151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 332H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 333H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 335H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 336H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 621H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 623H	Sweet							151	46	565	1431
*Production from off-set wells											

Signed: _____



Date: 11/2/2021

Printed Name: Chelsey Green

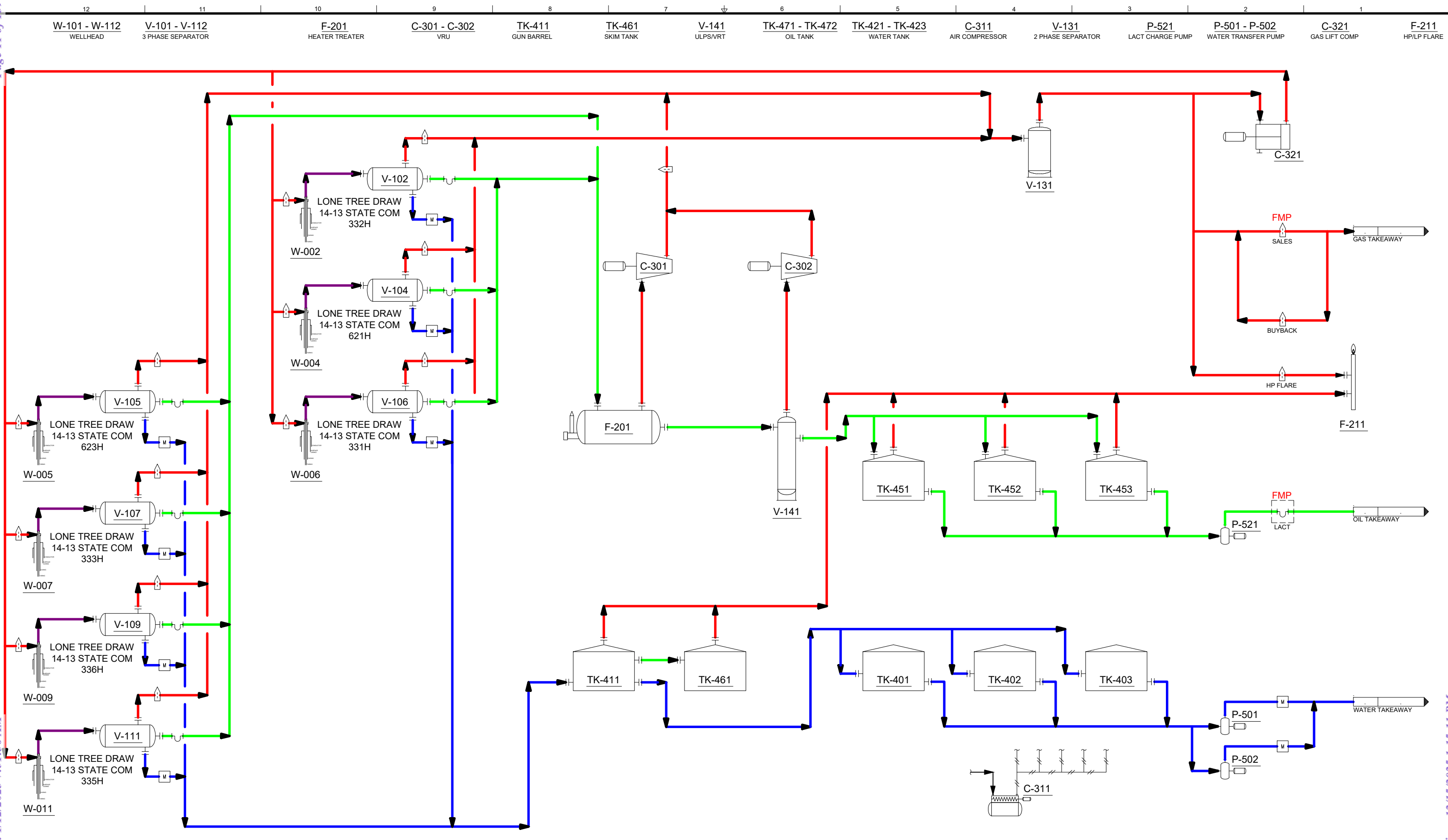
Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
955.0	46.0	3805.0	1431.0

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

Received by OGD: 1/12/2025 7:51:36 AM



NOTES:

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

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CONFIDENTIAL


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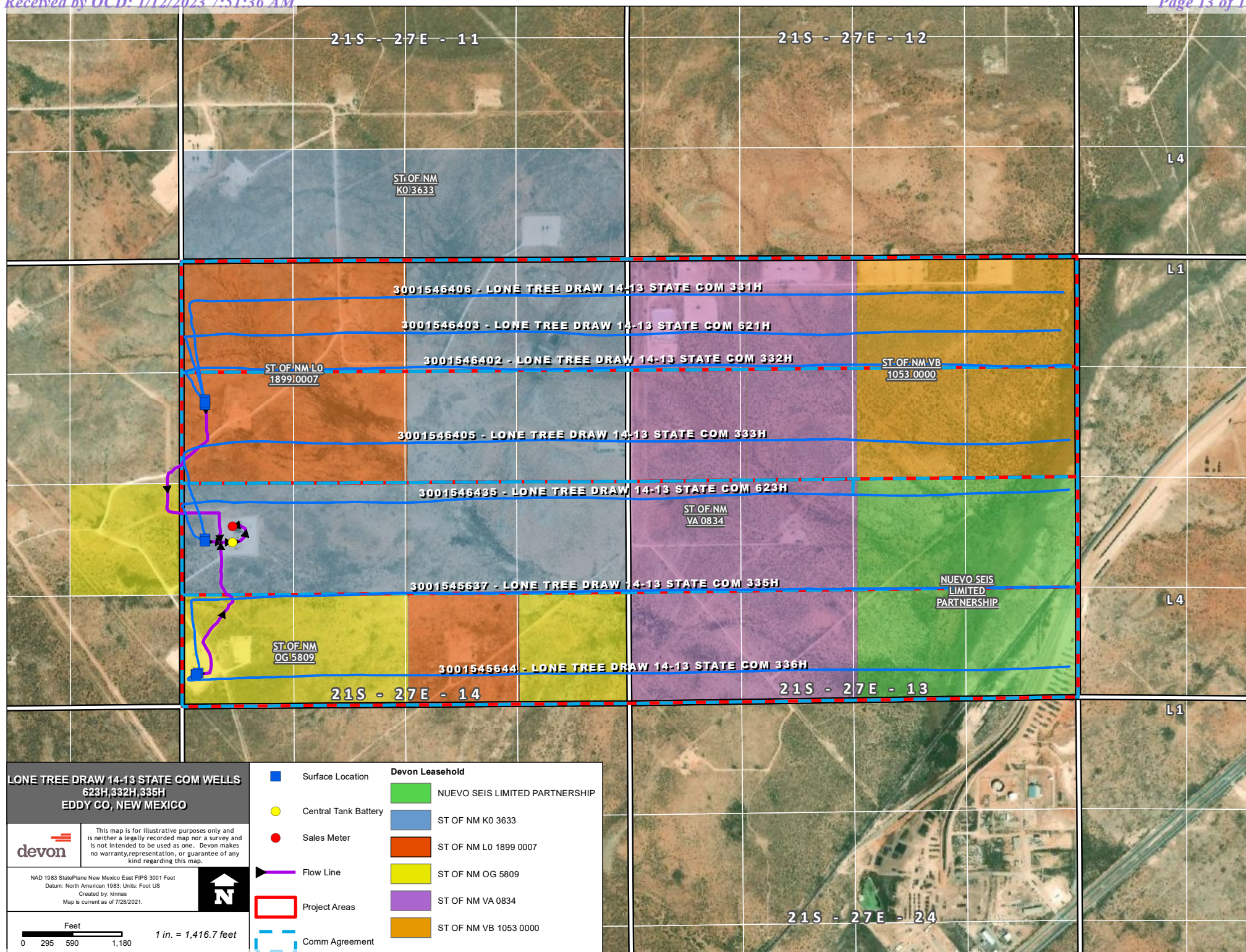
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DRAWING No.: ST-120-01

Page 11 of 139
Printed: 4/8/21
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W:\USA CORPORATE DATA\ENGINEERING\TECHNOLOGY\DRAWING\0002 ART\ESIA NM\ (DBBU) DBBU - PRODUCTION FACILITIES - SPINE DESIGN\PID\STANDARD FLOW DIAGRAMS\STD-120-01.DWG 3/25/23 M. REED



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				DRAWING STATUS ISSUED FOR: PHA DATE: BY: CONSTRUCTION AS-BUILT: 			DRAWN BY: DATE: ENGINEERED BY: DATE: APPROVED BY: DATE: 			Devon Energy Corporation 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
				CONFIDENTIAL This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.			PROJECT No.: #####			LONE TREE DRAW 14 CTB 1 STANDARD PROCESS MAP	
REV: DESCRIPTION: DATE: BY: APPROVED: 							DRAWING No.: ST-120-02			FILE NAME: STD-120-02	



**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Lone Tree Draw 14-13 State Com 335H

STATE OF NEW MEXICO)
SS)

API #: 30 - 15 - 45637

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **APRIL 1**, 20 **19**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

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

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

Subdivisions **the S/2 of Section 14 & the S/2**

Of Sect(s) **13** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR: Devon Energy Production Company, L.P.

BY: Catherine Lebsack, Vice President

Name and Title of Authorized Agent

Catherine Lebsack
Signature of Authorized Agent

gt Ca

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
County of Oklahoma)
SS)

This instrument was acknowledged before me on 6/18/2019 Date

By Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



Brenda Pymale
Signature of Notarial Officer

My commission expires: 05/15/2023

LEASE #: **VA 0834, K0 3633, and L0 1899**LESSEE OF RECORD: **Devon Energy Production Company, L.P.**BY: **Catherine Lebsack, Vice President**

Name & Title of Authorized Agent

Catherine Lebsack
 Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of **OKLAHOMA**)
)
 County of **OKLAHOMA**)

This instrument was acknowledged before me on

6/18/2019 Date

By **Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.**

Name(s) of Person(s)

(Seal)



Trenda Plymale
 Signature of Notarial Officer

My commission expires: 05/15/2023

LEASE #: **OG 5809**LESSEE OF RECORD: **PENROC OIL CORPORATION**BY: M. P. Merchant, President
Name & Title of Authorized Agent[Signature]
Signature of Authorized Agent**Acknowledgment in an Individual Capacity**State of _____)
County of _____)
SS)

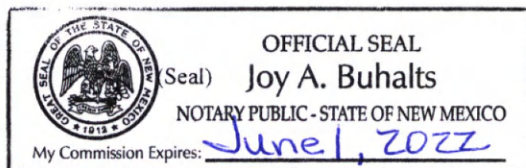
This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of New Mexico)
County of Lea)
SS)This instrument was acknowledged before me on June 19, 2019 DateBy M. P. Merchant, President of Penroc Oil Corporation
Name(s) of Person(s)[Signature]
Signature of Notarial Officer

My commission expires: _____

LEASE #: **OG 5809**LESSEE OF RECORD: **BRANEX RESOURCES, INC**BY: **BRANEX RESOURCES, INC.**
By F. Andrew Grooms, President
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual CapacityState of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____

Date

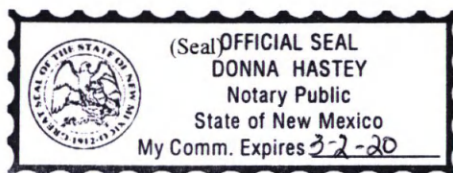
By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of New Mexico)
County of Lincoln)
SS)This instrument was acknowledged before me on 6-17-2019 DateBy **BRANEX RESOURCES, INC.**
By F. Andrew Grooms, President
Name(s) of Person(s)

Signature of Notarial Officer

My commission expires: March 2, 20202019 SEP 12 AM 10:44
March, 2017State/State
State/Fee

6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2019,
by and between Devon Energy Production Company, L.P., Branex Resources, Inc., and Penroc Oil
Corporation

the Subdivisions the S/2 of Section 14 & the S/2 of,

Sect 13, Twnshp 21S, Rnge 27E, NMPM EDDY County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

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

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor:

ST NM VA 0834

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **VA 0834** Date of Lease: **3/1/1993**

Description of Lands Committed:

Subdivisions: **SW**

Sect 13 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

TRACT NO. 2

Lessor: **ST NM K0 3633**

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **K0 3633** Date of Lease: **10/15/1963**

Description of Lands Committed:

Subdivisions: **N/2 S/2**

Sect 14 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

ONLINE version

State/State

March, 2017

State/Fee

7

TRACT NO. 3Lessor: **ST NM L0 1899**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**Serial No. of Lease: **L0 1899** Date of Lease: **12/17/1968**

Description of Lands Committed:

Subdivisions: **SW/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **40****TRACT NO. 4**Lessor: **ST NM OG 5809**Lessee of Record: **Branex Resources, Inc. and Penroc Oil Corporation**Serial No. of Lease: **OG 5809** Date of Lease: **8/18/1959**

Description of Lands Committed:

Subdivisions: **S/2 SW/4 and SE/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **120****TRACT NO. 5**Lessor: **Fee Lands**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: Date of Lease:

Description of Lands Committed:

Subdivisions: **SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **160**

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	160	25.00%
No. 2	160	25.00%
No. 3	40	6.25%
No. 4	120	18.75%
No. 5	160	25.00%
TOTAL	640	



Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Clint Dake
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 18th, 2020

Re: Communitization Agreement Approval
Lone Tree Draw 14-13 State Com #335H
Vertical Extent: Bone Spring
Township: 21 South, Range 27 East, NMPM
Sect 14: S2
Sect 13: S2
Eddy County, New Mexico

Dear Mr Dake,

The Commissioner of Public Lands has this date approved the Lone Tree Draw 14-13 State Com #335H Communitization Agreement for the Bone Spring formation effective 4/1/2019. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard" followed by a stylized flourish.

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

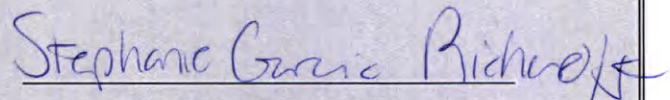
Devon Energy Production Company, LP
Lone Tree Draw 14-13 State Com #335H
Vertical Extent: Bone Spring
Township: 21 South, Range: 27 East, NMPM
Section 14: S2
Section 13: S2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **18th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name:

Lone Tree Draw 14-13 State Com 332H

STATE OF NEW MEXICO)
SS)

API #: 30 - 015 - 46402

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

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

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

Subdivisions

N/2

Of Sect(s) **13 & 14** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President *CLB*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on February 11th, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kami Carroll
Signature of Notarial Officer
My Commission Expires: 8/7/22

Lone Tree Draw 14-13 State Com 332H

PLAT

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the N/2 of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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

14	Tract 1 L-1899 160 Acres		Tract 2 K-3633 160 Acres	13	Tract 3 VA-0834 160 Acres		Tract 4 VB-1053 160 Acres
●							

Lone Tree Draw 14-13 State Com 332H

SHL: 1,715' FNL & 280' FWL of Section 14-T21S-R27E

BHL: 1,310' FNL & 20' FEL of Section 13-T21S-R27E

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing N/2 of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Bone Spring Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers the NW/4

Number of Acres: 160.00

Tract No. 2

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

Tract No. 3

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East
Section 13: Insofar and only insofar as said lease covers
the NW/4

Number of Acres: 160.00

Tract No. 4

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	25.0000%
2	160.00	25.0000%
3	160.00	25.0000%
4	160.00	25.0000%
Total	640.00	100.0000%

Lone Tree Draw 14-13 State Com 332H

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name:

Lone Tree Draw 14-13 State Com 623H

STATE OF NEW MEXICO)
SS)

API #: 30 - 015 - 46435

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **April 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

1

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

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

Subdivisions

All

Of Sect(s) **14 & 13** Twnshp **21S** Rng **27E** NMPM **Eddy** County, NM

containing **1280** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President *AB*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on May 10, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kara Noltensmeyer
Signature of Notarial Officer

My Commission Expires: 3-2-2025

Lone Tree Draw 14-13 State Com 621H and 623H

LESSEE OF RECORD:

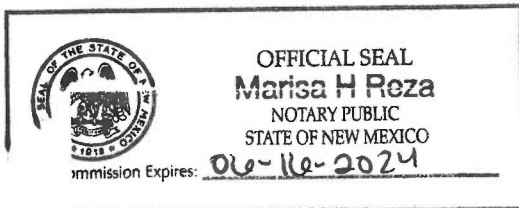
Penroc Oil Corp.

BY: [Signature]Name: M. Y. Merchant
Title: President

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF New Mexico)
COUNTY OF Lea) SS
)This instrument was acknowledged before me on April 15th, 2021, by
M. Y. Merchant, as President of
Penroc Oil Corp. _____[Signature]
Signature of Notarial Officer

(Seal)

My Commission Expires: 06-16-2024

Lone Tree Draw 14-13 State Com 621H and 623II

LESSEE OF RECORD:

Branex Resources Inc.

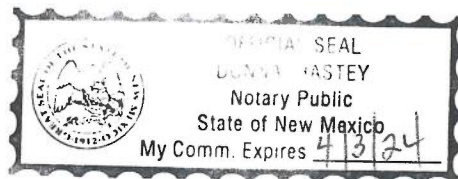
BY: F. Andrew GroomeName: F. Andrew GroomeTitle: President

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF New Mexico)
COUNTY OF Lincoln) SS

This instrument was acknowledged before me on April 26th, 2021, by F. Andrew Groome as President of Branex Resources Inc. a New Mexico corporation on behalf of said corporation.

(Seal)

Donna Haste
Signature of Notarial OfficerMy Commission Expires: April 3, 2024

Lone Tree Draw 14-13 State Com 621H and 623H

PLAT

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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



Tract 1:
ST OF NM L0-1899
(200 acres)



Tract 2:
ST OF NM K0-3633
(320 acres)



Tract 3:
St OF NM VA-0834
(320 acres)



Tract 4:
ST OF NM VB-1053
(160 acres)



Tract 5:
Nuevo Seis Limited
Partnership et al*
(160 acres)



Tract 6:
ST OF NM OG-5809
(120 acres)



*Eleven fee leases cover the SE/4 of Section 13.

Lone Tree Draw 14-13 State Com 621H

SHL: Sec. 14-21S-27E 1,685' FNL & 280' FWL
BHL: Sec. 13-21S-27E 900' FNL & 20' FEL

Lone Tree Draw 14-13 State Com 623H

SHL: Sec. 14-21S-27E 1,960' FNL & 280' FWL
BHL: Sec. 13-21S-27E 2,309' FSL & 20' FEL

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Wolfcamp Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers
the NW/4 and SW/4 SE/4

Number of Acres: 200.00

Tract No. 2

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers
the NE/4 and N/2 S/2

Number of Acres: 320.00

Lone Tree Draw 14-13 State Com 621H and 623H

Tract No. 3

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East
Section 13: Insofar and only insofar as said lease covers
the W/2

Number of Acres: 320.00

Tract No. 4

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Tract No. 5

Lessor:	Monte L Lyons et ux
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	September 16, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Grace Redwine
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	October 3, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Andrew Don Fry
Original Lessee of Record:	T. Verne Dwyer
Date of Lease:	May 22, 2012
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Martin and Martin LLLP
Original Lessee of Record: Armstrong Energy Corporation
Date of Lease: February 16, 2012
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: William F. Brainerd
Original Lessee of Record: Armstrong Energy Corporation
Date of Lease: February 16, 2012
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Joseph N. Scott
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: October 1, 2014
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: George M. O'Brien et ux
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 10, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: KCK Resources Inc.
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 17, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Blue Ridge Royalties LLC
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 16, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Unicorn Energy LLC
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: February 12, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Nuevo Seis Limited Partnership
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: June 4, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Tract No. 6

Lessor: State of New Mexico
Lessee of Record: Penroc Oil Corp. and Branex Resources Inc.
Serial No. of Lease: OG-5809
Date of Lease: August 18, 1959
Description of Land Committed: Township 21 South, Range 27 East
Section 14: S/2 SW/4 and SE/4 SE/4
Number of Acres: 120.00

Lone Tree Draw 14-13 State Com 621H and 623H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	200.00	15.625%
2	320.00	25.000%
3	320.00	25.000%
4	160.00	12.500%
5	160.00	12.500%
6	120.00	9.375%
Total	1280.00	100.0000%

Lone Tree Draw 14-13 State Com 621H and 623H

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 331H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3256.3

¹⁰ Surface Location

UL or lot no. E	Section 14	Township 21 S	Range 27 E	Lot Idn	Feet from the 1655	North/South line NORTH	Feet from the 280	East/West line WEST	County EDDY
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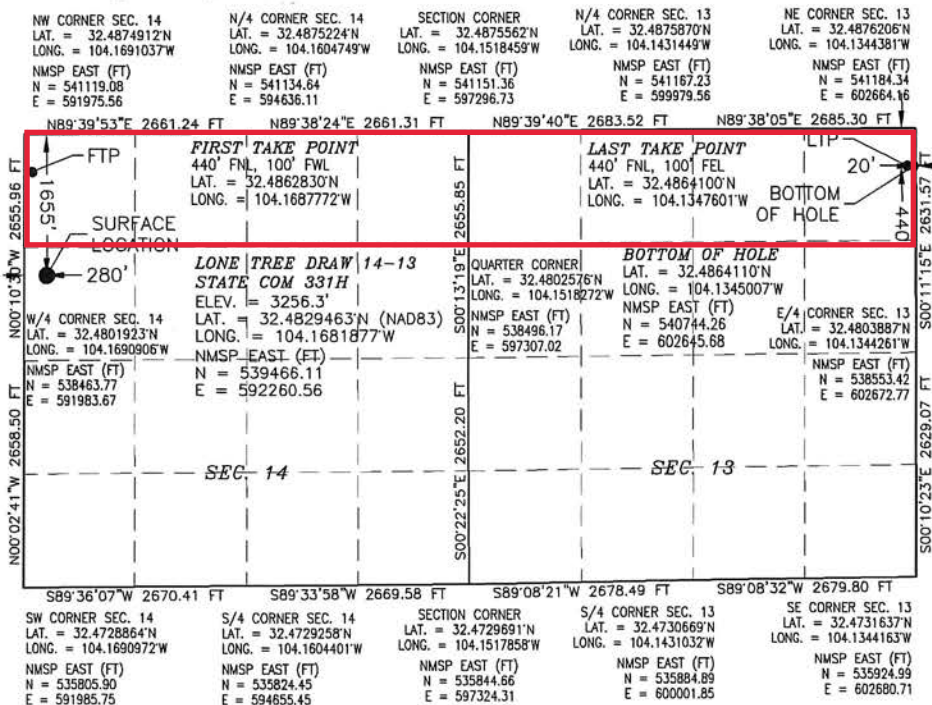
¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 13	Township 21 S	Range 27 E	Lot Idn	Feet from the 440	North/South line NORTH	Feet from the 20	East/West line EAST	County EDDY
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¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Erin Workman</u> Date: <u>10/14/19</u></p> <p>Printed Name: <u>Erin Workman</u></p> <p>E-mail Address: <u>Erin.workman@dvn.com</u></p>			
<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019</p> <p>Date of Survey: <u>MAY 6, 2019</u></p> <p>Signature and Seal of Professional Surveyor: <u>[Signature]</u></p> <p>Certificate Number: <u>FILIMON F. JARAMILLO, PLS 12797</u></p> <p>SURVEY NO. 7252</p>			



Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 331H
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Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 553	From N/S NORTH	Feet 30	From E/W WEST	County EDDY
Latitude 32.485976					Longitude -104.168925			NAD 83	

First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4862830					Longitude 104.1687772			NAD 83	

Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4864100					Longitude 104.1347601			NAD 83	

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

☒

Is this well an infill well?

☐

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

API #

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

KZ 06/29/2018

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code	³ Pool Name
	96144	CARLSBAD; BONE SPRING, EAST

No

⁴ Property Code	⁵ Property Name	⁶ Well Number
	LONE TREE DRAW 14-13 STATE COM	332H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3255.0

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1715	NORTH	280	WEST	EDDY

¹¹ 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
A	13	21 S	27 E		1310	NORTH	20	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
640			

allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i> 10/14/19 Signature Date</p> <p>Erin Workman Printed Name</p> <p>Erin.workman@dv.com E-mail Address</p>			
<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019 Date of Survey</p> <p><i>Filimon F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILIMON F. JARAMILLO, PLS 12797 SURVEY NO. 7253</p>			

Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 332H
--	---	---------------------

Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 50	From E/W WEST	County EDDY
Latitude 32.483896					Longitude -104.168932			NAD 83	

First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4838921					Longitude 104.1687729			NAD 83	

Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4840191					Longitude 104.1347561			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #

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

KZ 06/29/2018

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46405	² Pool Code 96144	³ Pool Name CARLSBAD;BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	
⁶ Well Number 333H		
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
	⁹ Elevation 3243.6	

¹⁰ Surface Location

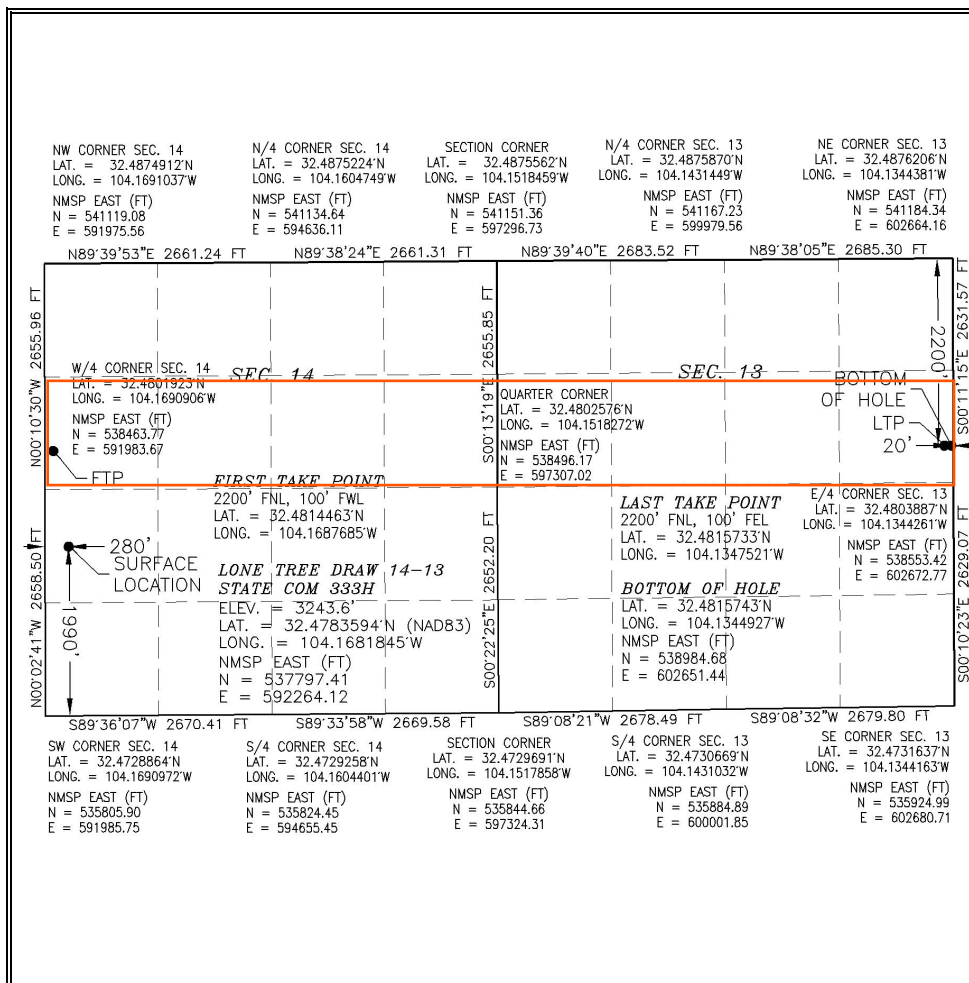
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	14	21 S	27 E		1990	SOUTH	280	WEST	EDDY

¹¹ 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
H	13	21 S	27 E		2200	NORTH	20	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation 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.



17 OPERATOR CERTIFICATION

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

Signature: Chelsy Green Date: 12/11/2020

Chelsey Green

chelsey.green@dvn.com

18 SURVEYOR CERTIFICATION

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

DECEMBER 8, 2020

Date of Survey _____

Signature and Seal of Professional Surveyor

Certificate Number: ~~ELIENNE JARAMILLO~~ PLS 12797
SURVEY NO 7254A

Intent ☒ As Drilled ☐

API # 30-015-46405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 333H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2136	FNL	272	FWL	EDDY
Latitude 32.4815					Longitude -104.1683				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	14	21S	27E		2200	NORTH	100	WEST	EDDY
Latitude 32.4814463					Longitude 104.1687685				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
H	13	21S	27E		2200	NORTH	100	EAST	EDDY
Latitude 32.4815733					Longitude 104.1347521				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45637	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 335H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3260.3

" Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	21 S	27 E		396	SOUTH	195	WEST	EDDY

" 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
P	13	21 S	27 E		1305	SOUTH	104	EAST	EDDY

¹⁰ Dedicated Acres 640	¹¹ Joint or Infill	¹² Consolidation Code	¹³ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

<p>NW CORNER SEC. 14 LAT. = 32.4874912°N LONG. = 104.1691037°W NMSP EAST (FT) N = 541119.08 E = 591975.56</p> <p>N/4 CORNER SEC. 14 LAT. = 32.4875224°N LONG. = 104.1604749°W NMSP EAST (FT) N = 541134.64 E = 594636.11</p> <p>SECTION CORNER LAT. = 32.4875562°N LONG. = 104.1518459°W NMSP EAST (FT) N = 541151.36 E = 597296.73</p> <p>N/4 CORNER SEC. 13 LAT. = 32.4875870°N LONG. = 104.1431449°W NMSP EAST (FT) N = 541167.23 E = 599979.56</p> <p>NE CORNER SEC. 13 LAT. = 32.4876206°N LONG. = 104.1344381°W NMSP EAST (FT) N = 541184.34 E = 602664.16</p> <p>N89°39'53"E 2661.24 FT N89°38'24"E 2661.31 FT N89°39'40"E 2683.52 FT N89°38'05"E 2685.30 FT</p>		<p>" OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unless mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i> 12/20/2019 Signature Date</p> <p>Erin Workman Printed Name</p> <p>Erin.workman@dmv.com E-mail Address</p>	
<p>AS-DRILLED</p> <p>SEC. 14 SEC. 13</p> <p>W/4 CORNER SEC. 14 LAT. = 32.4801923°N LONG. = 104.1690905°W NMSP EAST (FT) N = 538463.77 E = 591983.67</p> <p>1260' FSL, 114' FWL KICK OFF POINT LAT. = 32.4763500°N LONG. = 104.1687250°W FIRST TAKE POINT 1276' FSL, 597' FWL LAT. = 32.4764009°N LONG. = 104.1671588°W</p> <p>1305' FSL, 136' FEL LAST TAKE POINT LAT. = 32.4767447°N LONG. = 104.1348612°W BOTTOM OF HOLE LAT. = 32.4762462°N LONG. = 104.1347574°W NMSP EAST (FT) N = 537228.27 E = 602573.07</p> <p>104' FSL, 104' FEL E/4 CORNER SEC. 13 LAT. = 32.4803887°N LONG. = 104.1344261°W NMSP EAST (FT) N = 538593.42 E = 602672.77</p> <p>104' FSL, 104' FEL LTP 104' FSL, 104' FEL BOTTOM OF HOLE</p> <p>195'</p> <p>100°02'41"W 2658.50 FT 100°02'30"W 2655.96 FT 100°02'23"E 2629.07 FT 100°02'15"E 2631.57 FT</p> <p>S89°36'07"W 2670.41 FT S89°33'58"W 2669.58 FT S89°08'21"W 2678.49 FT S89°08'32"W 2679.80 FT</p> <p>SW CORNER SEC. 14 LAT. = 32.4728864°N LONG. = 104.1690972°W NMSP EAST (FT) N = 535805.90 E = 591985.75</p> <p>S/4 CORNER SEC. 14 LAT. = 32.4729258°N LONG. = 104.1604401°W NMSP EAST (FT) N = 535824.45 E = 594655.45</p> <p>SECTION CORNER LAT. = 32.4729591°N LONG. = 104.1517858°W NMSP EAST (FT) N = 535844.66 E = 597324.31</p> <p>S/4 CORNER SEC. 13 LAT. = 32.4730669°N LONG. = 104.1431032°W NMSP EAST (FT) N = 535884.89 E = 600001.85</p> <p>SE CORNER SEC. 13 LAT. = 32.4731637°N LONG. = 104.1344163°W NMSP EAST (FT) N = 535824.99 E = 602680.71</p>		<p>" SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 6, 2018 Date of Survey</p> <p><i>William F. Jaramila</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 PROFESSIONAL SURVEYOR SURVEY NO. 6732</p>	

Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 335H
--	---	---------------------

Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1260	From N/S SOUTH	Feet 114	From E/W WEST	County EDDY
Latitude 32.4763500					Longitude 104.1687250			NAD 83	

First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1276	From N/S SOUTH	Feet 597	From E/W WEST	County EDDY
Latitude 32.4764009					Longitude 104.1671588			NAD 83	

Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 1305	From N/S SOUTH	Feet 136	From E/W EAST	County EDDY
Latitude 32.4767447					Longitude 104.1348612			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #

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

KZ 06/29/2018

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Phone: (575) 393-6161 Fax: (575) 393-0720

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

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

Form C-102
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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45644	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 336H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3259.1

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	21 S	27 E		377	SOUTH	172	WEST	EDDY

¹¹ 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
P	13	21 S	27 E		353	SOUTH	102	EAST	EDDY

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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

<p>NW CORNER SEC. 14 LAT. = 32.4874912N LONG. = 104.1691037W NMSP EAST (FT) N = 541119.08 E = 591975.56</p>		<p>N/4 CORNER SEC. 14 LAT. = 32.4875224N LONG. = 104.1604749W NMSP EAST (FT) N = 541134.64 E = 594636.11</p>		<p>SECTION CORNER LAT. = 32.4875562N LONG. = 104.1518459W NMSP EAST (FT) N = 541151.36 E = 597296.73</p>		<p>N/4 CORNER SEC. 13 LAT. = 32.4875870N LONG. = 104.1431449W NMSP EAST (FT) N = 541167.23 E = 599979.56</p>		<p>NE CORNER SEC. 13 LAT. = 32.4876206N LONG. = 104.1344381W NMSP EAST (FT) N = 541184.34 E = 602664.16</p>	
N89°39'53"E 2661.24 FT		N89°38'24"E 2661.31 FT		N89°39'40"E 2683.52 FT		N89°38'05"E 2685.30 FT			
<p>AS-DRILLED</p>									
<p>SEC. 14</p>									
<p>W/4 CORNER SEC. 14 LAT. = 32.4801923N LONG. = 104.1690927W NMSP EAST (FT) N = 538463.77 E = 591983.67</p>									
<p>ELEV. = 3259.1'</p>									
<p>LONE TREE DRAW 14-13 STATE COM 336H</p>									
<p>QUARTER CORNER LAT. = 32.4802576N LONG. = 104.1518272W NMSP EAST (FT) N = 538496.17 E = 597307.02</p>									
<p>SEC. 13</p>									
<p>E/4 CORNER SEC. 13 LAT. = 32.4803887N LONG. = 104.1344261W NMSP EAST (FT) N = 538553.42 E = 602672.77</p>									
<p>LAST TAKE POINT 351' FSL, 132' FEL LAT. = 32.4741244N LONG. = 104.1348454W NMSP EAST (FT) N = 536275.97 E = 602577.58</p>									
<p>BOTTOM OF HOLE LAT. = 32.4741290N LONG. = 104.1347486W NMSP EAST (FT) N = 536275.97 E = 602577.58</p>									
<p>BOTTOM OF HOLE LTP</p>									
<p>102'</p>									
<p>SW CORNER SEC. 14 LAT. = 32.4728864N LONG. = 104.1690927W NMSP EAST (FT) N = 535805.90 E = 591985.75</p>									
<p>S/4 CORNER SEC. 14 LAT. = 32.4729258N LONG. = 104.1604401W NMSP EAST (FT) N = 535844.86 E = 594655.45</p>									
<p>SECTION CORNER LAT. = 32.4729691N LONG. = 104.1517858W NMSP EAST (FT) N = 535844.86 E = 597324.31</p>									
<p>S/4 CORNER SEC. 13 LAT. = 32.4730669N LONG. = 104.1431032W NMSP EAST (FT) N = 535884.89 E = 600001.85</p>									
<p>SE CORNER SEC. 13 LAT. = 32.4731637N LONG. = 104.1344163W NMSP EAST (FT) N = 535924.99 E = 602680.71</p>									
<p>SURFACE LOCATION 172' FTL KOP</p>									
<p>FIRST TAKE POINT 324' FSL, 538' FWL LAT. = 32.4737847N LONG. = 104.1673535W</p>									
<p>KICK OFF POINT 312' FSL, 87' FWL LAT. = 32.4737449N LONG. = 104.1688131W</p>									
<p>172'</p>									
<p>102'</p>									
<p>DECEMBER 6, 2018</p>									
<p>DATE OF SURVEY</p>									
<p>SIGNATURE AND SEAL OF PROFESSIONAL SURVEYOR:</p>									
<p>CERTIFICATE NUMBER: 12797</p>									
<p>PROFESSIONAL SURVEY NO. 6733</p>									

¹⁷ OPERATOR CERTIFICATION

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

Erin Workman 12/20/19
Signature Date

Erin Workman

Printed Name

Erin.workman@dmv.com

E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

DECEMBER 6, 2018

Date of Survey

Signature and Seal of Professional Surveyor:

Certificate Number: 12797

PROFESSIONAL SURVEY NO. 6733

Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 336H
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Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 312	From N/S SOUTH	Feet 87	From E/W WEST	County EDDY
Latitude 32.4737449					Longitude 104.1688131			NAD 83	

First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 324	From N/S SOUTH	Feet 538	From E/W WEST	County EDDY
Latitude 32.4737847					Longitude 104.1673535			NAD 83	

Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 351	From N/S SOUTH	Feet 132	From E/W EAST	County EDDY
Latitude 32.4741244					Longitude 104.1348454			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☐ NOIs this well an infill well? ☐ YES

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

API # 30-015-45637		
Operator Name: Devon Energy Production Co., LP	Property Name: Lone Tree Draw 14-13 State Com	Well Number 335H

KZ 06/29/2018

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
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Santa Fe, NM 87505

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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46403	² Pool Code 70070	³ Pool Name ALACRAN HILLS; WOLFCAMP GAS
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 621H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3255.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1685	NORTH	280	WEST	EDDY

¹¹ 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
A	13	21 S	27 E		900	NORTH	20	EAST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---------------------------------------	-------------------------------	----------------------------------	-------------------------

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

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 01/28/21 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dmv.com E-mail Address</p>		<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JANUARY 27, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor: Certificate Number: 12797 NEW MEXICO PROFESSIONAL SURVEYOR NO. 7256B</p>	
--	--	---	--

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 621H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		836	FNL	275	FWL	EDDY
Latitude 32.4851					Longitude -104.1683				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	14	21S	27E		900	NORTH	330	WEST	EDDY
Latitude 32.4850218					Longitude 104.1680293				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	13	21S	27E		900	NORTH	330	EAST	EDDY
Latitude 32.4851432					Longitude 104.1355040				NAD 83

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

☐ NO

Is this well an infill well?

☐ YES

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

API # 30-015-46435		
Operator Name: DEVON ENERGY PRODUCTION CO, LP	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

KZ 06/29/2018

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

District II
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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46435	² Pool Code 70070	³ Pool Name ALACRAN HILLS; WOLFCAMP GAS
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	
⁶ Well Number 623H		
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3243.3

¹⁰ Surface Location

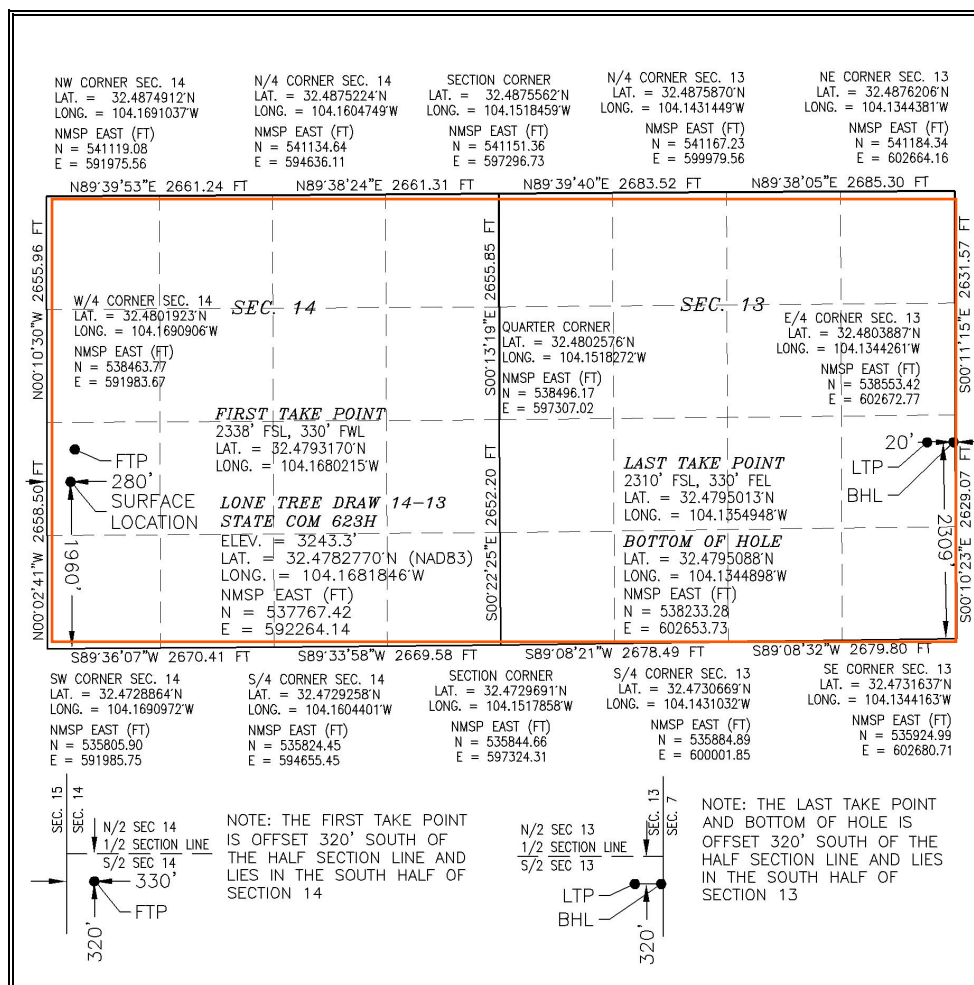
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	14	21 S	27 E		1960	SOUTH	280	WEST	EDDY

¹¹ 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	13	21 S	27 E		2309	SOUTH	20	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
1280			

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



17 OPERATOR CERTIFICATION

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Signature: Chelsey Green Date: 01/28/21

Chelsey Green
Printed Name

chelsey.green@dvn.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

JANUARY 27, 2021

Date of Survey _____

Signature and Seal of Professional Surveyor:

Certificate Number: EDMONTE JARAMILLO, LS 12797
SURVEY NO. 7257E

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2425	FSL	276	FWL	EDDY
Latitude 32.4795					Longitude -104.1683				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
L	14	21S	27E		2338	SOUTH	330	WEST	EDDY
Latitude 32.4793170					Longitude 104.1680215				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
I	13	21S	27E		2310	SOUTH	330	EAST	EDDY
Latitude 32.4795013					Longitude 104.1354948				NAD 83

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

☒ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

Tracking		status	Attention To	Address	City	Region	Country	Postal Code
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229101	9405509105155501229101	Delivered	AERON A YATES	2843 SECCOMB ST	FORT COLLINS	Colorado	US	80526
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229163	9405509105155501229163	Delivered	AERON A YATES CHILDRENS TRUST	2843 SECCOMB ST	FORT COLLINS	Colorado	US	80526
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229255	9405509105155501229255	Delivered	APOLLO PERMIAN LLC	1001 NW 63RD ST STE 100	OKLAHOMA CITY	Oklahoma	US	73116
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229279	9405509105155501229279	Delivered	BLUE RIDGE ROYALTIES LLC	PO BOX 1973	ROSWell	New Mexico	US	88202-1973
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229316	9405509105155501229316	Delivered	BRANEX RESOURCES INC	PO BOX 2990	RUIDOSO	New Mexico	US	88355-2990
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000463402	9405509105155000463402	Delivered	BUTKIN INVESTMENT COMPANY LLC	PO BOX 2990	OKJNCAN	Oklahoma	US	73534
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229347	9405509105155501229347	Delivered	C MARK WHEELER	PO BOX 248	ROUND ROCK	Texas	US	78680
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501229354	9405509105155501229354	Delivered	CAROLYN B YATES	50 ORCHARD PINES PLACE	THE WOODLANDS	Texas	US	77382
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000463488	9405509105155000463488	Delivered	CARROLLTON ENERGY PARTNERS I LLC	5950 BERSHIRE LN STE 1125	DALLAS	Texas	US	75225
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000463495	9405509105155000463495	Delivered	CHI ENERGY INC	PO BOX 1799	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000463518	9405509105155000463518	Delivered	CHISSO MINERALS LLC	PO BOX 470788	FORT WORTH	Texas	US	76147
https://tools.usps.com/go/TrackConfirmAction?iLabels=94055091051555118854013	94055091051555118854013	Delivered	CIBOLA ENERGY CORPORATION	1005 MARQUETTE AVE NW	ALBUQUERQUE	New Mexico	US	87102
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000463624	9405509105155000463624	Delivered	CIBOLA LAND CORPORATION	PO BOX 1608	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140635	9405509105155501140635	Delivered	CM RESOURCES LLC	300 N MARIENFELD ST STE 1000	MIDLAND	Texas	US	79701
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140680	9405509105155501140680	Delivered	CM ROYALTES LP	300 N MARIENFELD ST 1000	MIDLAND	Texas	US	79701
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000433047	9405509105155000433047	Delivered	COLEMAN MARTIN	8833 ENSLEY CT	LEAWOOD	Kansas	US	66206-1652
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140703	9405509105155501140703	Delivered	COLLEMAN CORPORATION	6120 PADRE CT NE	ALBUQUERQUE	New Mexico	US	87111
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140642	9405509105155501140642	Delivered	CORNERSTONE FAMILY TRUST	PO BOX 558	PEYTON	Colorado	US	80831
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140765	9405509105155501140765	Delivered	CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	Texas	US	79710
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140789	9405509105155501140789	Delivered	DAVID H ESSEX	PO BOX 50577	MIDLAND	Texas	US	79710
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140796	9405509105155501140796	Delivered	DOUG J SCHULTZ	PO BOX 973	SANTA FE	New Mexico	US	87504
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140734	9405509105155501140734	Delivered	DYNASTY PARTNERS LLC	5910 S UNIVERSITY BLVD	GREENWOOD VILLAGE	Colorado	US	80121
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140802	9405509105155501140802	Delivered	ELOUISE H JUSTICE	711 S COUNTRY CLUB LANE	PAYSON	Arizona	US	85541
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140864	9405509105155501140864	Delivered	ENPAT II LLC	1200 SUMMIT AVE STE 350	FORT WORTH	Texas	US	76102
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140871	9405509105155501140871	Delivered	EXPLORERS PETROLEUM CORP.	PO BOX 1933	ROSWell	New Mexico	US	88202-1933
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140901	9405509105155501140901	Delivered	FRANCES B BUNN REV LIVING TR	2493 MAKII HEIGHTS DR	HONOLULU	Hawaii	US	96822-2542
https://tools.usps.com/go/TrackConfirmAction?iLabels=940550910515551188539001	940550910515551188539001	Delivered	GEORGE M OBRLEN	PO BOX 1743	OKLAHOMA CITY	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140970	9405509105155501140970	Delivered	GEORGE M YATES	PO BOX 1933	ROSWell	New Mexico	US	88202-1933
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140987	9405509105155501140987	Delivered	HARVEY E YATES JR	PO BOX 0	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141014	9405509105155501141014	Delivered	HAYES REVOCABLE TRUST	3608 MEADOWBRIDGE LN	MIDLAND	Texas	US	79707
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501140949	9405509105155501140949	Delivered	HEYCO DEVELOPMENT CORPORATION	PO BOX 1933	ROSWell	New Mexico	US	88202
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141076	9405509105155501141076	Delivered	HIGH SKY CHILDRENS RANCH	8616 W COUNTY ROAD 60	MIDLAND	Texas	US	79707-1307
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141021	9405509105155501141021	Delivered	HOY B HARRISON	PO BOX 297041	FT WORTH	Texas	US	76129-0001
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141045	9405509105155501141045	Delivered	JALAPENO CORPORATION	PO BOX 1608	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141175	9405509105155501141175	Delivered	JAMI HUBER OWEN	5546 CANADA COURT	ROCKWALL	Texas	US	75082
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141229	9405509105155501141229	Delivered	JARED PARTNERS LTD	PO BOX 51451	MIDLAND	Texas	US	79710-1451
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141267	9405509105155501141267	Delivered	KCC RESOURCES INC	5600 FENWAY	MIDLAND	Texas	US	79707
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141250	9405509105155501141250	Delivered	KIMBLE ROYALTY HOLDINGS LLC	PO BOX 61099	DALLAS	Texas	US	75367-1099
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141311	9405509105155501141311	Delivered	KIRK & SWEENEY LTD CO	PO BOX 699	ROSWell	New Mexico	US	88202
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141328	9405509105155501141328	Delivered	KRINGEN OIL LLC	8540 E MCDOWELL RD UNIT 59	MESA	Arizona	US	85207
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141304	9405509105155501141304	Delivered	LESLEY Y MESSA CHILDRENS TRUST	PO BOX 288	NEW CANEY	Texas	US	77357
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141366	9405509105155501141366	Delivered	LINDA F LYONS B	1010 W ORCHARD LN	CARLSBAD	California	US	92020-4305
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141373	9405509105155501141373	Delivered	LOCKER BROTHERS	1513 FLINTRIDGE	W LAKE HILLS	Texas	US	78746
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141359	9405509105155501141359	Delivered	LOWE ROYALTY PARTNERS LP	PO BOX 4887 DEPT 4	HOUSTON	Texas	US	77210-4887
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141380	9405509105155501141380	Delivered	MALCOLM CUNNINGHAM	2419 OREGON	CARLSBAD	New Mexico	US	88220
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000433122	9405509105155000433122	Delivered	MARTIN & MARTIN LLP	PO BOX 1675	ROSWell	New Mexico	US	88202-1675
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141397	9405509105155501141397	Delivered	NACCOMBS ENERGY LTD	750 E MULBERRY AVE STE 403	SAN ANTONIO	Texas	US	78212
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141403	9405509105155501141403	Delivered	MIDLAND COLLEGE FOUNDATION INC	PO BOX 5575	MIDLAND	Texas	US	79704
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000433139	9405509105155000433139	Delivered	MIDLAND MEMORIAL FOUNDATION	400 ROSALIND REDFERN GROVER PKWY	MIDLAND	Texas	US	79701-6499
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141441	9405509105155501141441	Delivered	MIZEI RESOURCES A TRUST	4350 S MONACO ST FL 5	DENVER	Colorado	US	80237-3400
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141458	9405509105155501141458	Delivered	MORRIS E SCHERTZ	P O BOX 2588	ROSWell	New Mexico	US	88202-2588
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000433153	9405509105155000433153	Delivered	NM & T RESOURCES LLC	PO BOX 10523	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155000433092	9405509105155000433092	Delivered	NOBLE ENERGY INC	PO BOX 910083	DALLAS	Texas	US	75281-0083
https://tools.usps.com/go/TrackConfirmAction?iLabels=940550910515551188539799	940550910515551188539799	Delivered	NUOVO SEIS LP	PO BOX 2588	ROSWell	New Mexico	US	88202-2588
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141472	9405509105155501141472	Delivered	PANHANDLE PROPERTIES LLC	PO BOX 647	ARTESIA	New Mexico	US	88211
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141595	9405509105155501141595	Delivered	PAUL R BARVIS	PO BOX 230	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141663	9405509105155501141663	Delivered	PENROC OIL CORPORATION	PO BOX 2769	HOBBS	New Mexico	US	88241-2769
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141687	9405509105155501141687	Delivered	PENWELL EMPLOYEE ROYALTY POOL	2201 WINFIELD RD	MIDLAND	Texas	US	79705-8672
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141748	9405509105155501141748	Delivered	RICHARD W SCHMIDT	PO BOX 50187	AUSTIN	Texas	US	78763
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141700	9405509105155501141700	Delivered	ROBIN OIL & GAS CORPORATION	PO BOX 720420	OKLAHOMA CITY	Oklahoma	US	73172
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141823	9405509105155501141823	Delivered	RUSK CAPITAL MANAGEMENT LLC	7600 W TIDWELL RD STE 800	HOUSTON	Texas	US	77040
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141830	9405509105155501141830	Delivered	SAM I SHACKELFORD	1096 MECHEM DR STE G16	RUIDOSO	New Mexico	US	88345-7075
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141861	9405509105155501141861	Delivered	SLASH EXPLORATION LP	P O BOX 1973	ROSWell	New Mexico	US	88202-1973
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141885	9405509105155501141885	Delivered	SOUTHWEST ROYALTIES INC	PO BOX 53570	MIDLAND	Texas	US	79710-3570
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141793	9405509105155501141793	Delivered	SPIRAL INC	PO BOX 1983	ROSWell	New Mexico	US	88202-1983
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501142915	9405509105155501142915	Delivered	STATE OF NEW MEXICO	PO BOX 1148	SANTA FE	New Mexico	US	87504-1148
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141960	9405509105155501141960	Delivered	STEVEN M YATES CHILDRENS TRUST	50 ORCHARD PINES PLACE	THE WOODLANDS	Texas	US	77382
https://tools.usps.com/go/TrackConfirmAction?iLabels=9405509105155501141922	9405509105155501141922	Delivered	TEXAS CHRISTIAN UNIVERSITY	PO BOX 29				



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

January 12, 2023

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

To Whom It May Concern:

Please find enclosed the SLO Commingle Application, application fee check of \$150.00.

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

Sincerely,

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

Jenny Harms
Surface Landman
Work Phone: (405)552-6560
Jenny.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosures

ORIGIN ID: OKCA (405) 819-6057		SHIP DATE: 12JAN23	
JENNY HARMS		ACTWGT: 1.00 LB	
DEVON ENERGY		CAD: 103493122IN/ET4530	
333 W. SHERIDAN AVE.		BILL SENDER	
OKLAHOMA CITY, OK 73102			
UNITED STATES US			
TO COMMISSIONER OF PUBLIC LANDS			
ATTN: COMMINGLING MANAGER			
310 OLD SANTA FED TRAIL			
SANTA FE NM 87504			
(405) 552-5560		REF: 9001002213	
INV:		DEPT:	
PO:			
			
			
J224222101801uv			
TRK# 7710 1560 2574		FRI - 13 JAN 10:30A	
0201		PRIORITY OVERNIGHT	
XX SAFA		87504	
		NM-US ABQ	
			

581J2/D297/FE2D

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](https://www.fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



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

January 12, 2023

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

To Whom It May Concern:

Please find enclosed the SLO Commingle Application, application fee check of \$150.00.

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

Sincerely,

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

Jenny Harms
Surface Landman
Work Phone: (405)552-6560
Jenny.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosures

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: See attachments for multiple wells and APIs **API:** _____
Pool: [96144]CARLSBAD;BONE SPRING, EAST & [98314]WC ALACRAN HILLS UPPER WOLFCAMP OI; **Pool Code** 96144 & 98314; 70070
[70070] ALACRAN HILLS;WOLFCAMP (GAS)

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

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

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

FOR OCD ONLY

- ☐ Notice Complete
- ☐ Application Content Complete

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

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

Chelsey Green

Print or Type
Name

Chelsey Green
Signature

11/01/21
Date

405-228-8595
Phone Number

chelsey.green@dvn.com
e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: DEVON ENERGY PRODUCTION CO, LP
OPERATOR ADDRESS: 333 W SHERIDAN AVENUE, OKLAHOMA CITY, OK 73102
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Chelsey Green TITLE: Regulatory Professional DATE: 11/01/21

TYPE OR PRINT NAME Chelsey Green TELEPHONE NO.: 405-228-8595

E-MAIL ADDRESS: chelsey.green@dvn.com

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

Proposal for **LONE TREE DRAW 14 CTB 1:**

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

NMOCD ORDER	Name	API	POOL	Pad Assignment [SV]	LEASES	LEASES	LEASES	LEASES
NEW WELL	LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1655 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	E -14-21S-27E 1715 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	L -14-21S-27E 1990 FSL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 396 FSL 195 FWL				
NEW WELL	LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	M-14-21S-27E 377 FSL 172 FWL	NM OG 5809	NM LO 1899 0007	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP
NEW WELL	LONE TREE DRAW 14-13 STATE COM 621H	30-015-46403	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	E -14-21S-27E 1685 FNL 280 FWL	NM LO 1899 0007	NM KO 3633	NM VA 0834	NM VB 1053 0000
NEW WELL	LONE TREE DRAW 14-13 STATE COM 623H	30-015-46435	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	L -14-21S-27E 1960 FSL 280 FWL	NM KO 3633	NM VA 0834	NUEVO SEIS LTD PARTNERSHIP	

CA:

Attached is the proposed CA allocation method for each lease in the CA.

Well Name	API/UWI	POOL	CA
LONE TREE DRAW 14-13 STATE COM 331H	30-015-46406	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 332H	30-015-46402	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 333H	30-015-46405	[96144] CARLSBAD;BONE SPRING, EAST	N2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 335H	30-015-45637	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 336H	30-015-45644	[96144] CARLSBAD;BONE SPRING, EAST	S2 Sec. 13 & 14

LONE TREE DRAW 14-13 STATE COM 621H	30-015- 46403	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14
LONE TREE DRAW 14-13 STATE COM 623H	30-015- 46435	[98314] WC ALACRAN HILLS UPPER WOLFCAMP OI; [70070] ALACRAN HILLS;WOLFCAMP (GAS)	All Sec. 13 & 14

Oil & Gas metering:

The Lone Tree Draw 14 CTB 1 central tank battery is in the W/2 NW/4 SW/4 of S14, T21S, R27E in Eddy County, New Mexico.

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

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for 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 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 one of the water tanks for storage.

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Lone Tree Draw 14-13 State Com 336H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 335H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 331H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 621H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 332H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 333H	DVN / *	DVN / *	DVN / *
Lone Tree Draw 14-13 State Com 623H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Oil FMP	ORYX / *		

Meter Owner / Serial Number:

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

Process and Flow Descriptions:

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

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

OIL ALLOCATION

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

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

WATER ALLOCATION

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

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

Economic Justification Report

LONE TREE DRAW 14 CTB 1

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
LONE TREE DRAW 14-13 STATE COM 331H	Sweet	Please reference commingle proposal for leases						151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 332H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 333H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 335H	Sweet							100	46	490	1431
LONE TREE DRAW 14-13 STATE COM 336H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 621H	Sweet							151	46	565	1431
LONE TREE DRAW 14-13 STATE COM 623H	Sweet							151	46	565	1431
*Production from off-set wells											

Signed: _____



Date: 11/2/2021

Printed Name: Chelsey Green

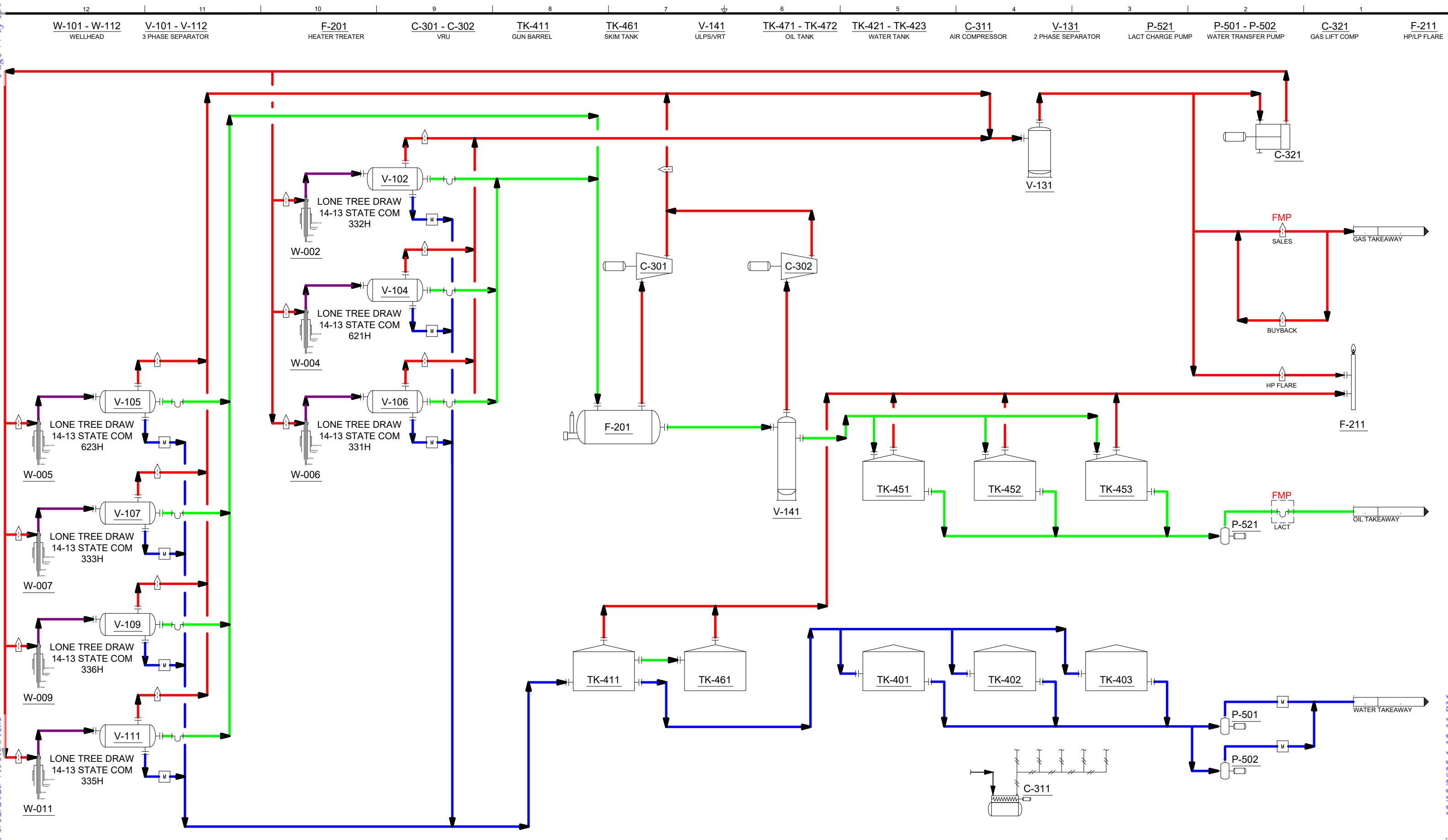
Title: Regulatory Compliance Specialist

Economic Combined Production


BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
955.0	46.0	3805.0	1431.0

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

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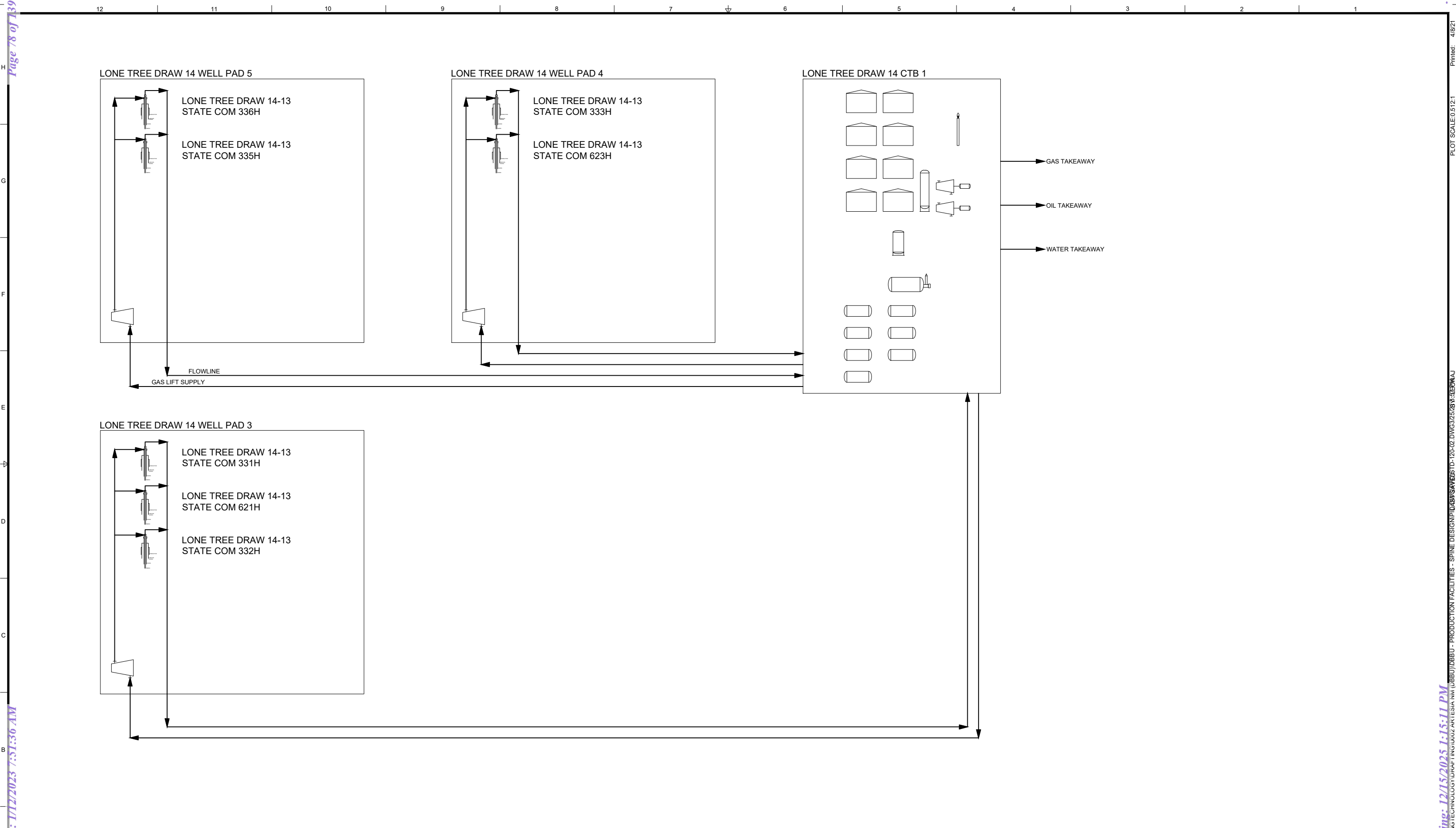
- NOTES:**
- ORIFICE METER
 - CORIOLIS METER
 - MAGNETIC METER
 - GAS
 - OIL
 - WATER
 - FULL WELL STREAM
 - INSTRUMENT AIR
 - FMP FEDERAL MEASUREMENT POINT

				DRAWING STATUS			DRAWN BY		DATE			Devon Energy Corporation				
				ISSUED FOR	DATE	BY	ENGINEERED BY		DATE			333 West Sheridan Avenue, Oklahoma City, OK 73102-5015				
				BID			APPROVED BY		DATE			LONE TREE DRAW 14 CTB 1				
				CONSTRUCTION			PROJECT No.:					STANDARD PROCESS FLOW DIAGRAM				
				AS-BUILT			DRAWING No.:		ST-120-01			FILE NAME	STD-120-01			
				CONFIDENTIAL												
				This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.												
REV	DESCRIPTION			DATE	BY		APPROVED									
DRAWING REVISION																

Page 17 of 139
Printed: 4/8/21
PLOT SCALE: 0.5121
Released to Imaging: 12/15/2025 1:15:11 PM
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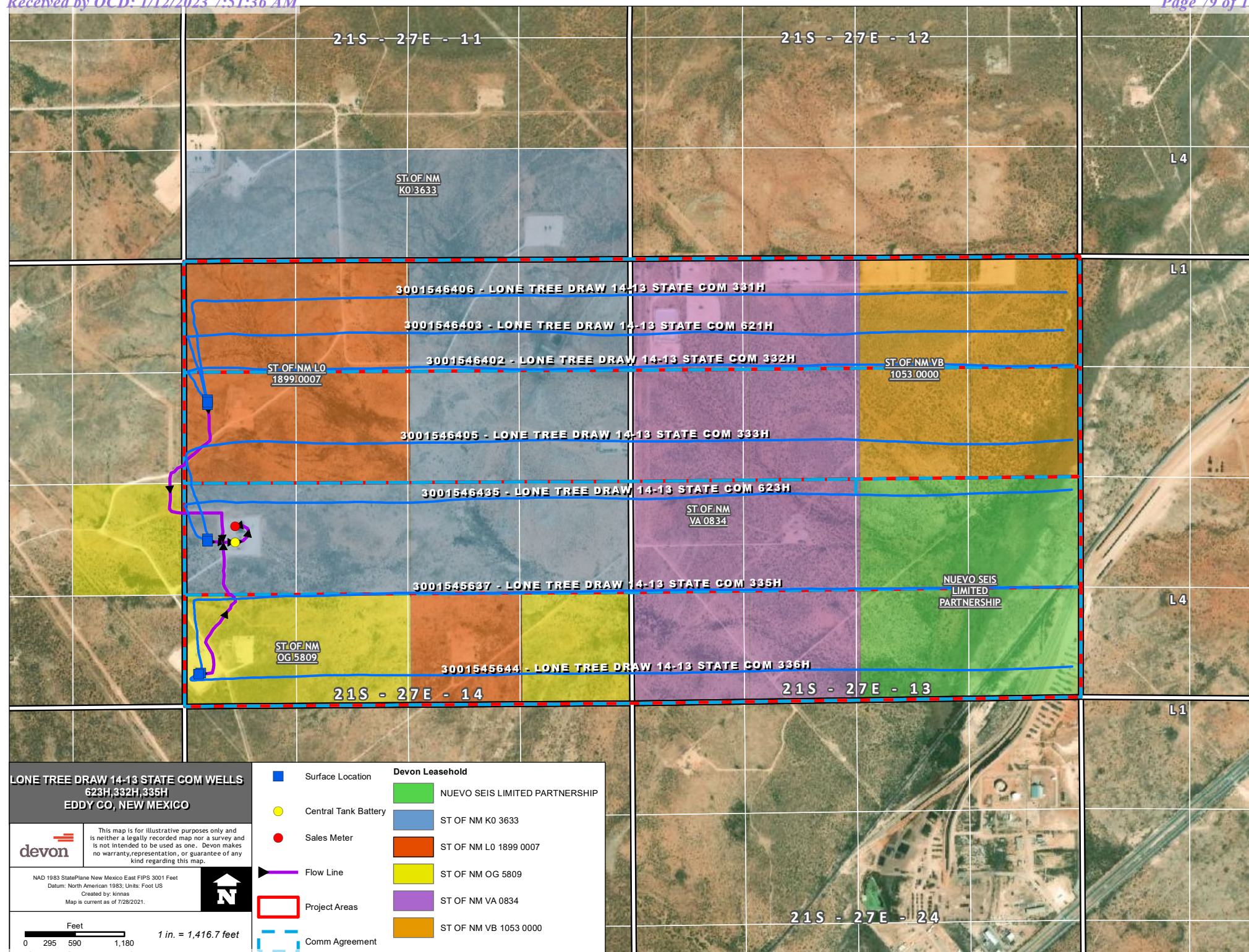
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- NOTES:**
- 1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
 - 2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

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**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name:

Lone Tree Draw 14-13 State Com 335H

STATE OF NEW MEXICO)
SS)

API #: 30 - 15 - 45637

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **APRIL 1**, 20 **19**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

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

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

Subdivisions **the S/2 of Section 14 & the S/2**

Of Sect(s) **13** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR: Devon Energy Production Company, L.P.

BY: Catherine Lebsack, Vice President

Name and Title of Authorized Agent

Catherine Lebsack

Signature of Authorized Agent

gt Ca

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)
)
)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
 County of Oklahoma)
)
)

This instrument was acknowledged before me on 6/18/2019 Date

By Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)



Brenda Pymale

Signature of Notarial Officer

My commission expires: 05/15/2023

LEASE #: **VA 0834, K0 3633, and L0 1899**LESSEE OF RECORD: **Devon Energy Production Company, L.P.**BY: **Catherine Lebsack, Vice President**

Name & Title of Authorized Agent

Catherine Lebsack
 Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of **OKLAHOMA**)
)
 County of **OKLAHOMA**)

This instrument was acknowledged before me on

6/18/2019 Date

By **Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P.**

Name(s) of Person(s)

(Seal)



Trenda Plymale
 Signature of Notarial Officer

My commission expires: 05/15/2023

LEASE #: **OG 5809**LESSEE OF RECORD: **PENROC OIL CORPORATION**BY: M. P. Merchant, President
Name & Title of Authorized Agent[Signature]
Signature of Authorized Agent**Acknowledgment in an Individual Capacity**State of _____)
County of _____)

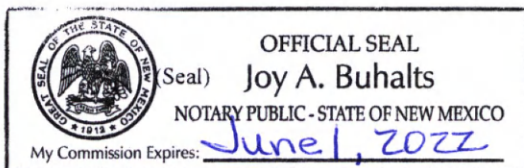
This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of New Mexico)
County of Lea)This instrument was acknowledged before me on June 19, 2019 DateBy M. P. Merchant, President of Penroc Oil Corporation
Name(s) of Person(s)[Signature]
Signature of Notarial Officer

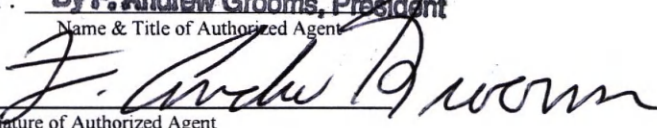
My commission expires: _____

ONLINE version
March, 2017State/State
State/Fee

6

LEASE #: **OG 5809**LESSEE OF RECORD: **BRANEX RESOURCES, INC**BY: **BRANEX RESOURCES, INC.**
By F. Andrew Grooms, President
Name & Title of Authorized Agent

Signature of Authorized Agent

**Acknowledgment in an Individual Capacity**State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____

Date

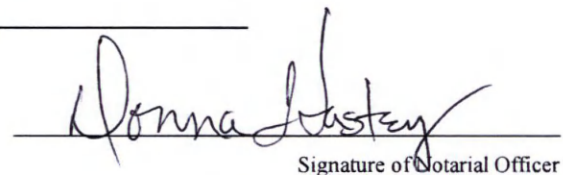
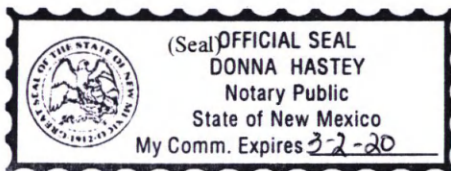
By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of New Mexico)
County of Lincoln)
SS)This instrument was acknowledged before me on 6-17-2019 DateBy BRANEX RESOURCES, INC.
By F. Andrew Grooms, President
Name(s) of Person(s)
Signature of Notarial OfficerMy commission expires: March 2, 20202019 SEP 12 AM 10:44
March, 2017State/State
State/Fee

6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2019,
by and between Devon Energy Production Company, L.P., Branex Resources, Inc., and Penroc Oil
Corporation

the Subdivisions the S/2 of Section 14 & the S/2 of,

Sect 13, Twnshp 21S, Rnge 27E, NMPM EDDY County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

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

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor:

ST NM VA 0834

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **VA 0834** Date of Lease: **3/1/1993**

Description of Lands Committed:

Subdivisions: **SW**

Sect 13 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

TRACT NO. 2

Lessor: **ST NM K0 3633**

Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: **K0 3633** Date of Lease: **10/15/1963**

Description of Lands Committed:

Subdivisions: **N/2 S/2**

Sect 14 Twnshp 21S Rng 27E NMPM EDDY County NM

No. of Acres: **160**

ONLINE version

State/State

March, 2017

State/Fee

7

TRACT NO. 3Lessor: **ST NM L0 1899**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**Serial No. of Lease: **L0 1899** Date of Lease: **12/17/1968**

Description of Lands Committed:

Subdivisions: **SW/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **40****TRACT NO. 4**Lessor: **ST NM OG 5809**Lessee of Record: **Branex Resources, Inc. and Penroc Oil Corporation**Serial No. of Lease: **OG 5809** Date of Lease: **8/18/1959**

Description of Lands Committed:

Subdivisions: **S/2 SW/4 and SE/4 SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **120****TRACT NO. 5**Lessor: **Fee Lands**Lessee of Record: **DEVON ENERGY PRODUCTION COMPANY, L.P.**

Serial No. of Lease: Date of Lease:

Description of Lands Committed:

Subdivisions: **SE/4**Sect **14** Twnshp **21S** Rng **27E** NMPM **EDDY** County NMNo. of Acres: **160**

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	160	25.00%
No. 2	160	25.00%
No. 3	40	6.25%
No. 4	120	18.75%
No. 5	160	25.00%
TOTAL	640	



Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Clint Dake
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 18th, 2020

Re: Communitization Agreement Approval
Lone Tree Draw 14-13 State Com #335H
Vertical Extent: Bone Spring
Township: 21 South, Range 27 East, NMPM
Sect 14: S2
Sect 13: S2
Eddy County, New Mexico

Dear Mr Dake,

The Commissioner of Public Lands has this date approved the Lone Tree Draw 14-13 State Com #335H Communitization Agreement for the Bone Spring formation effective 4/1/2019. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard" followed by a stylized flourish.

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

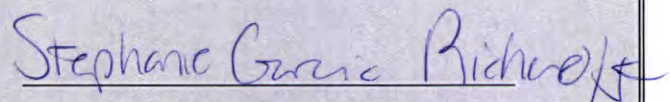
Devon Energy Production Company, LP
Lone Tree Draw 14-13 State Com #335H
Vertical Extent: Bone Spring
Township: 21 South, Range: 27 East, NMPM
Section 14: S2
Section 13: S2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **18th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name:

Lone Tree Draw 14-13 State Com 332H

STATE OF NEW MEXICO)
SS)

API #: 30 - 015 - 46402

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

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

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

Subdivisions

N/2

Of Sect(s) **13 & 14** Twnshp **21S** Rng **27E** NMPM **EDDY** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President *CLB*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on February 11th, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kami Carroll
Signature of Notarial Officer
My Commission Expires: 8/7/22

Lone Tree Draw 14-13 State Com 332H

PLAT

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing the N/2 of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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

14	Tract 1 L-1899 160 Acres		Tract 2 K-3633 160 Acres	13	Tract 3 VA-0834 160 Acres		Tract 4 VB-1053 160 Acres
●							

Lone Tree Draw 14-13 State Com 332H

SHL: 1,715' FNL & 280' FWL of Section 14-T21S-R27E

BHL: 1,310' FNL & 20' FEL of Section 13-T21S-R27E

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, embracing N/2 of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Bone Spring Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers the NW/4

Number of Acres: 160.00

Tract No. 2

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

Tract No. 3

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East
Section 13: Insofar and only insofar as said lease covers
the NW/4

Number of Acres: 160.00

Tract No. 4

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 332H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	25.0000%
2	160.00	25.0000%
3	160.00	25.0000%
4	160.00	25.0000%
Total	640.00	100.0000%

Lone Tree Draw 14-13 State Com 332H

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Lone Tree Draw 14-13 State Com 623H

STATE OF NEW MEXICO)
SS)

API #: 30 - 015 - 46435

COUNTY OF **EDDY**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **April 1**, 20 **21**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version
March, 2017

State/State
State/Fee

1

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

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

Subdivisions

All

Of Sect(s) **14 & 13** Twnshp **21S** Rng **27E** NMPM **Eddy** County, NM

containing **1280** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President *AB*

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on May 10, 2021, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Kara Noltensmeyer
Signature of Notarial Officer

My Commission Expires: 3-2-2025

Lone Tree Draw 14-13 State Com 621H and 623H

LESSEE OF RECORD:

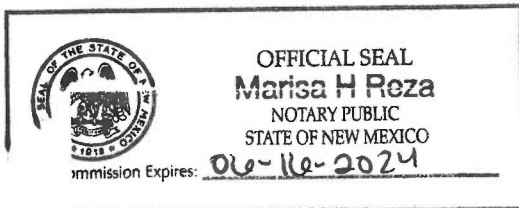
Penroc Oil Corp.

BY: [Signature]Name: M. Y. Merchant
Title: President

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF New Mexico)
COUNTY OF Lea) SS
)This instrument was acknowledged before me on April 15th, 2021, by
M. Y. Merchant, as President of
Penroc Oil Corp. _____[Signature]
Signature of Notarial Officer

(Seal)

My Commission Expires: 06-16-2024

Lone Tree Draw 14-13 State Com 621H and 623II

LESSEE OF RECORD:

Branex Resources Inc.

BY:

Name:

Title:

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF

New Mexico

COUNTY OF

Lincoln

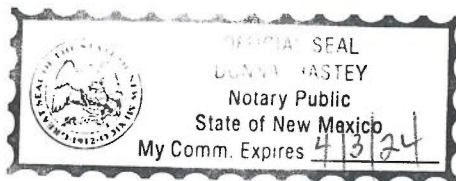
) SS

This instrument was acknowledged before me on April 26th, 2021, byF. Andrew Groome as President ofBranex Resources Inc. a New Mexico corporation on behalf of
said corporation.

(Seal)

Signature of Notarial Officer

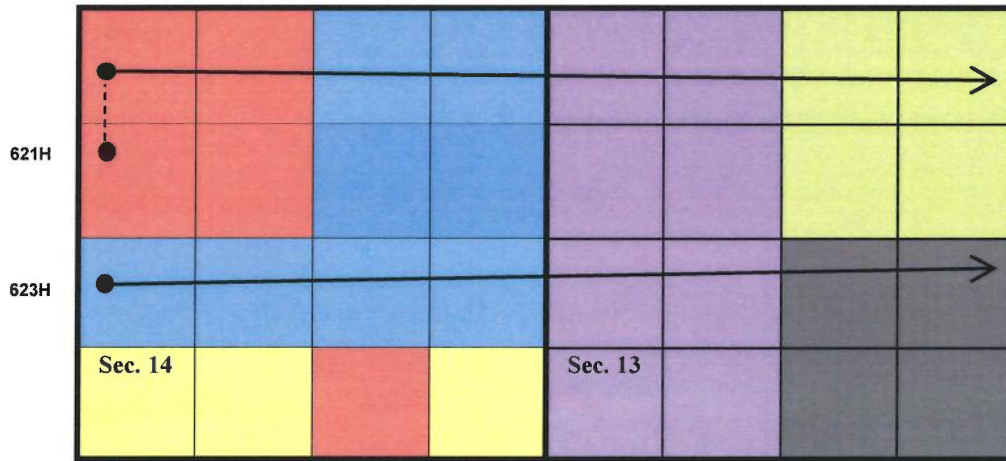
My Commission Expires:

April 3, 2024

PLAT

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 14 & 13-T21S, R27E, N.M.P.M., Eddy County, New Mexico.

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



Tract 1:
ST OF NM L0-1899
(200 acres)



Tract 2:
ST OF NM K0-3633
(320 acres)



Tract 3:
St OF NM VA-0834
(320 acres)



Tract 4:
ST OF NM VB-1053
(160 acres)



Tract 5:
Nuevo Seis Limited
Partnership et al*
(160 acres)



Tract 6:
ST OF NM OG-5809
(120 acres)



*Eleven fee leases cover the SE/4 of Section 13.

Lone Tree Draw 14-13 State Com 621H

SHL: Sec. 14-21S-27E 1,685' FNL & 280' FWL
BHL: Sec. 13-21S-27E 900' FNL & 20' FEL

Lone Tree Draw 14-13 State Com 623H

SHL: Sec. 14-21S-27E 1,960' FNL & 280' FWL
BHL: Sec. 13-21S-27E 2,309' FSL & 20' FEL

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated April 1, 2021, embracing All of Sections 13 & 14, T-21-S, R-27-E, Eddy County, New Mexico, Wolfcamp Formation

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

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

Lessor: State of New Mexico

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

Serial No. of Lease: L-1899

Date of Lease: December 17, 1968

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers
the NW/4 and SW/4 SE/4

Number of Acres: 200.00

Tract No. 2

Lessor: State of New Mexico

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

Serial No. of Lease: K-3633

Date of Lease: October 15, 1963

Description of Land Committed: Township 21 South, Range 27 East
Section 14: Insofar and only insofar as said lease covers
the NE/4 and N/2 S/2

Number of Acres: 320.00

Lone Tree Draw 14-13 State Com 621H and 623H

Tract No. 3

Lessor: State of New Mexico

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

Serial No. of Lease: VA-0834

Date of Lease: March 1, 1993

Description of Land Committed: Township 21 South, Range 27 East
Section 13: Insofar and only insofar as said lease covers
the W/2

Number of Acres: 320.00

Tract No. 4

Lessor: State of New Mexico

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

Serial No. of Lease: VB-1053

Date of Lease: December 1, 2006

Description of Land Committed: Township 21 South, Range 27 East
Section 13: NE/4

Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Tract No. 5

Lessor:	Monte L Lyons et ux
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	September 16, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Grace Redwine
Original Lessee of Record:	Sam L. Shackelford
Date of Lease:	October 3, 2011
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00
Lessor:	Andrew Don Fry
Original Lessee of Record:	T. Verne Dwyer
Date of Lease:	May 22, 2012
Description of Land Committed:	<u>Township 21 South, Range 27 East</u> Section 13: SE/4
Number of Acres:	160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Martin and Martin LLLP
Original Lessee of Record: Armstrong Energy Corporation
Date of Lease: February 16, 2012
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: William F. Brainerd
Original Lessee of Record: Armstrong Energy Corporation
Date of Lease: February 16, 2012
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Joseph N. Scott
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: October 1, 2014
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: George M. O'Brien et ux
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 10, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: KCK Resources Inc.
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 17, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Blue Ridge Royalties LLC
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: January 16, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lone Tree Draw 14-13 State Com 621H and 623H

Lessor: Unicorn Energy LLC
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: February 12, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Lessor: Nuevo Seis Limited Partnership
Original Lessee of Record: Devon Energy Production Company, L.P.
Date of Lease: June 4, 2019
Description of Land Committed: Township 21 South, Range 27 East
Section 13: SE/4
Number of Acres: 160.00

Tract No. 6

Lessor: State of New Mexico
Lessee of Record: Penroc Oil Corp. and Branex Resources Inc.
Serial No. of Lease: OG-5809
Date of Lease: August 18, 1959
Description of Land Committed: Township 21 South, Range 27 East
Section 14: S/2 SW/4 and SE/4 SE/4
Number of Acres: 120.00

Lone Tree Draw 14-13 State Com 621H and 623H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	200.00	15.625%
2	320.00	25.000%
3	320.00	25.000%
4	160.00	12.500%
5	160.00	12.500%
6	120.00	9.375%
Total	1280.00	100.0000%

Lone Tree Draw 14-13 State Com 621H and 623H

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 331H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3256.3

¹⁰ Surface Location

UL or lot no. E	Section 14	Township 21 S	Range 27 E	Lot Idn	Feet from the 1655	North/South line NORTH	Feet from the 280	East/West line WEST	County EDDY
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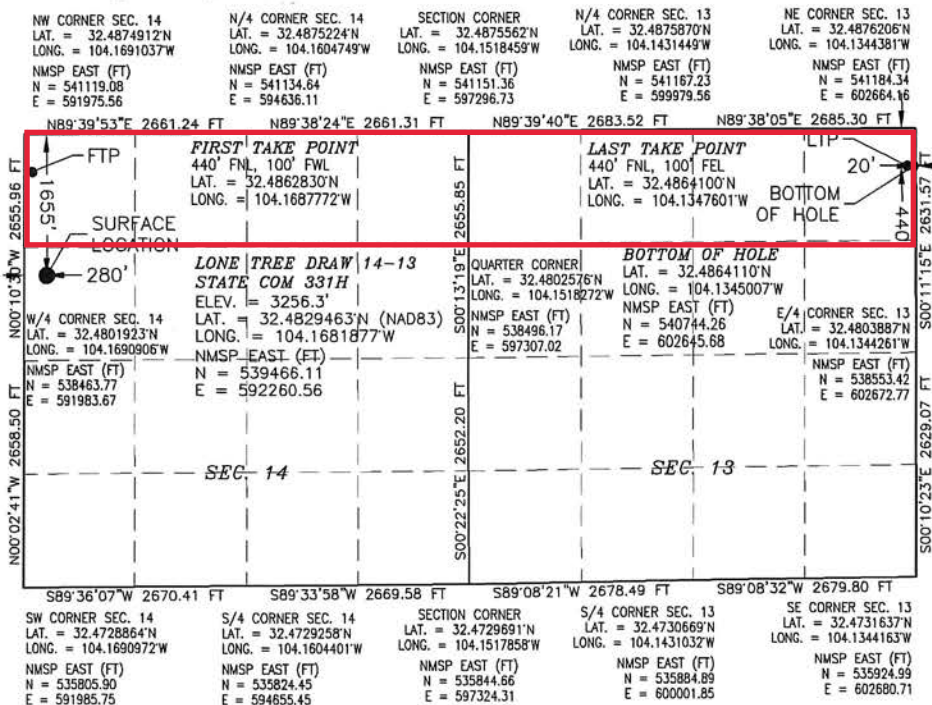
¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 13	Township 21 S	Range 27 E	Lot Idn	Feet from the 440	North/South line NORTH	Feet from the 20	East/West line EAST	County EDDY
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¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Erin Workman</u> Date: <u>10/14/19</u></p> <p>Printed Name: <u>Erin Workman</u></p> <p>E-mail Address: <u>Erin.workman@dvn.com</u></p>			
<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019</p> <p>Date of Survey: <u>MAY 6, 2019</u></p> <p>Signature and Seal of Professional Surveyor: <u>[Signature]</u></p> <p>Certificate Number: <u>FILIMON F. JARAMILLO, PLS 12797</u></p> <p>SURVEY NO. 7252</p>			



Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 331H
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Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 553	From N/S NORTH	Feet 30	From E/W WEST	County EDDY
Latitude 32.485976					Longitude -104.168925			NAD 83	

First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4862830					Longitude 104.1687772			NAD 83	

Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 440	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4864100					Longitude 104.1347601			NAD 83	

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

☒

Is this well an infill well?

☐

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

API #

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

KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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Santa Fe, NM 87505

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code	³ Pool Name
	96144	CARLSBAD; BONE SPRING, EAST

No

⁴ Property Code	⁵ Property Name	⁶ Well Number
	LONE TREE DRAW 14-13 STATE COM	332H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3255.0

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1715	NORTH	280	WEST	EDDY

¹¹ 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
A	13	21 S	27 E		1310	NORTH	20	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
640			

allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i> 10/14/19 Signature Date</p> <p>Erin Workman Printed Name</p> <p>Erin.workman@dv.com E-mail Address</p>			
<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MAY 6, 2019 Date of Survey</p> <p><i>Filimon F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILIMON F. JARAMILLO, PLS 12797 SURVEY NO. 7253</p>			

Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 332H
--	---	---------------------

Kick Off Point (KOP)

UL	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 50	From E/W WEST	County EDDY
Latitude 32.483896					Longitude -104.168932			NAD 83	

First Take Point (FTP)

UL D	Section 14	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W WEST	County EDDY
Latitude 32.4838921					Longitude 104.1687729			NAD 83	

Last Take Point (LTP)

UL A	Section 13	Township 21S	Range 27E	Lot	Feet 1310	From N/S NORTH	Feet 100	From E/W EAST	County EDDY
Latitude 32.4840191					Longitude 104.1347561			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #

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

KZ 06/29/2018

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46405	² Pool Code 96144	³ Pool Name CARLSBAD;BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 333H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3243.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	14	21 S	27 E		1990	SOUTH	280	WEST	EDDY

¹¹ 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
H	13	21 S	27 E		2200	NORTH	20	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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

<p>NW CORNER SEC. 14 LAT. = 32.4874912°N LONG. = 104.1691037°W NMSP EAST (FT) N = 541119.08 E = 591975.56</p> <p>N/4 CORNER SEC. 14 LAT. = 32.4875224°N LONG. = 104.1604749°W NMSP EAST (FT) N = 541134.64 E = 594636.11</p> <p>SECTION CORNER LAT. = 32.4875562°N LONG. = 104.1518459°W NMSP EAST (FT) N = 541151.36 E = 597296.73</p> <p>N/4 CORNER SEC. 13 LAT. = 32.4875870°N LONG. = 104.1431449°W NMSP EAST (FT) N = 541167.23 E = 599979.56</p> <p>NE CORNER SEC. 13 LAT. = 32.4876206°N LONG. = 104.1344381°W NMSP EAST (FT) N = 541184.34 E = 602664.16</p> <p>N89°39'53"E 2661.24 FT N89°38'24"E 2661.31 FT N89°39'40"E 2683.52 FT N89°38'05"E 2685.30 FT</p> <p>W/4 CORNER SEC. 14 LAT. = 32.4801923°N LONG. = 104.1690906°W NMSP EAST (FT) N = 538463.77 E = 591983.67</p> <p>QUARTER CORNER LAT. = 32.4802576°N LONG. = 104.1518272°W NMSP EAST (FT) N = 538496.17 E = 597307.02</p> <p>E/4 CORNER SEC. 13 LAT. = 32.4803887°N LONG. = 104.1344261°W NMSP EAST (FT) N = 538553.42 E = 602672.77</p> <p>SEC. 14 SEC. 13 BOTTOM OF HOLE LTP 20'</p> <p>2200' FNL, 100' FWL LAT. = 32.4814463°N LONG. = 104.1687685°W ELEV. = 3243.6' LAT. = 32.4783594°N (NAD83) LONG. = 104.1681845°W NMSP EAST (FT) N = 537797.41 E = 592264.12</p> <p>280' SURFACE LOCATION 0.661'</p> <p>2200' FNL, 100' FEL LAT. = 32.4815743°N LONG. = 104.1347521°W NMSP EAST (FT) N = 538984.68 E = 602651.44</p> <p>SW CORNER SEC. 14 LAT. = 32.4728864°N LONG. = 104.1690972°W NMSP EAST (FT) N = 535805.90 E = 591985.75</p> <p>S/4 CORNER SEC. 14 LAT. = 32.4729258°N LONG. = 104.1604401°W NMSP EAST (FT) N = 535824.45 E = 594655.45</p> <p>SECTION CORNER LAT. = 32.4729691°N LONG. = 104.1517858°W NMSP EAST (FT) N = 535844.66 E = 597324.31</p> <p>S/4 CORNER SEC. 13 LAT. = 32.4730669°N LONG. = 104.1431032°W NMSP EAST (FT) N = 535884.89 E = 600001.85</p> <p>SE CORNER SEC. 13 LAT. = 32.4731637°N LONG. = 104.1344163°W NMSP EAST (FT) N = 535924.99 E = 602680.71</p> <p>S89°36'07"W 2670.41 FT S89°33'58"W 2669.58 FT S89°08'21"W 2678.49 FT S89°08'32"W 2679.80 FT</p>		<p>17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 12/11/2020 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dvn.com E-mail Address</p>
<p>18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 8, 2020 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 SURV. NO. 7254A</p>		<p>17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 12/11/2020 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dvn.com E-mail Address</p>

Intent ☒ As Drilled ☐

API # 30-015-46405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 333H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2136	FNL	272	FWL	EDDY
Latitude 32.4815					Longitude -104.1683				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	14	21S	27E		2200	NORTH	100	WEST	EDDY
Latitude 32.4814463					Longitude 104.1687685				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
H	13	21S	27E		2200	NORTH	100	EAST	EDDY
Latitude 32.4815733					Longitude 104.1347521				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

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

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

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

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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45637	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 335H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3260.3

" Surface Location

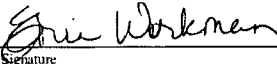
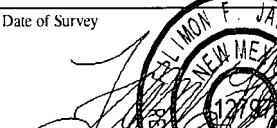
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	21 S	27 E		396	SOUTH	195	WEST	EDDY

" 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
P	13	21 S	27 E		1305	SOUTH	104	EAST	EDDY

¹⁰ Dedicated Acres 640	¹¹ Joint or Infill	¹² Consolidation Code	¹³ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>" OPERATOR CERTIFICATION</p> <p><i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unless mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p style="text-align: right;">  12/20/2019 Signature Date </p> <p style="text-align: right;"> Erin Workman Printed Name Erin.workman@dmv.com E-mail Address </p>			
<p>" SURVEYOR CERTIFICATION</p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p style="text-align: right;"> DECEMBER 6, 2018 Date of Survey </p> <p style="text-align: right;">  Signature and Seal of Professional Surveyor Certificate Number: PLS 12797 SURVEY NO. 6732 </p>			

AS-DRILLED

NW CORNER SEC. 14 LAT. = 32.4874912°N LONG. = 104.1691037°W NMSP EAST (FT) N = 541119.08 E = 591975.56	N/4 CORNER SEC. 14 LAT. = 32.4875224°N LONG. = 104.1604749°W NMSP EAST (FT) N = 541134.64 E = 594636.11	SECTION CORNER LAT. = 32.4875562°N LONG. = 104.1518459°W NMSP EAST (FT) N = 541151.36 E = 597296.73	N/4 CORNER SEC. 13 LAT. = 32.4875870°N LONG. = 104.1431449°W NMSP EAST (FT) N = 541167.23 E = 599979.56
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N89°39'53"E 2661.24 FT N89°38'24"E 2661.31 FT N89°39'40"E 2683.52 FT N89°38'05"E 2685.30 FT

SEC. 14 SEC. 13

LONE TREE DRAW 14-13 STATE COM 335H
ELEV. = 3260.3'
LAT. = 32.4739776°N (NAD83)
LONG. = 104.1684640°W
NMSP EAST (FT)
N = 536203.20
E = 592180.41

KICK OFF POINT
1260' FSL, 114' FWL
LAT. = 32.4763500°N
LONG. = 104.1687250°W
FIRST TAKE POINT
1276' FSL, 597' FWL
LAT. = 32.4764009°N
LONG. = 104.1671588°W

QUARTER CORNER
LAT. = 32.4802576°N
LONG. = 104.1518272°W
NMSP EAST (FT)
N = 538496.17
E = 597307.02

LAST TAKE POINT
1305' FSL, 136' FEL
LAT. = 32.4767447°N
LONG. = 104.1348612°W
NMSP EAST (FT)
N = 537228.27
E = 602573.07

E/4 CORNER SEC. 13
LAT. = 32.4803887°N
LONG. = 104.1344261°W
NMSP EAST (FT)
N = 538593.42
E = 602672.77

LTP
BOTTOM OF HOLE
LAT. = 32.4762462°N
LONG. = 104.1347574°W
NMSP EAST (FT)
N = 537228.27
E = 602573.07

SURFACE LOCATION
195'

KOP FTP

SW CORNER SEC. 14
LAT. = 32.4728864°N
LONG. = 104.1690972°W
NMSP EAST (FT)
N = 535805.90
E = 591985.75

S/4 CORNER SEC. 14
LAT. = 32.4729258°N
LONG. = 104.1604401°W
NMSP EAST (FT)
N = 535824.45
E = 594655.45

SECTION CORNER
LAT. = 32.4729591°N
LONG. = 104.1517858°W
NMSP EAST (FT)
N = 535844.66
E = 597324.31

S/4 CORNER SEC. 13
LAT. = 32.4730669°N
LONG. = 104.1431032°W
NMSP EAST (FT)
N = 535884.89
E = 600001.85

SE CORNER SEC. 13
LAT. = 32.4731637°N
LONG. = 104.1344163°W
NMSP EAST (FT)
N = 535924.99
E = 602680.71

Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 335H
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Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1260	From N/S SOUTH	Feet 114	From E/W WEST	County EDDY
Latitude 32.4763500					Longitude 104.1687250			NAD 83	

First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 1276	From N/S SOUTH	Feet 597	From E/W WEST	County EDDY
Latitude 32.4764009					Longitude 104.1671588			NAD 83	

Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 1305	From N/S SOUTH	Feet 136	From E/W EAST	County EDDY
Latitude 32.4767447					Longitude 104.1348612			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #

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

KZ 06/29/2018

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JAN 10 2020

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Santa Fe, NM 87505

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Revised August 1, 2011
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District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45644	² Pool Code 96144	³ Pool Name CARLSBAD; BONE SPRING, EAST
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 336H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3259.1

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	21 S	27 E		377	SOUTH	172	WEST	EDDY

¹¹ 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
P	13	21 S	27 E		353	SOUTH	102	EAST	EDDY

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Erin Workman</i> 12/20/19 Signature Date</p> <p>Erin Workman Printed Name</p> <p>Erin.workman@dmv.com E-mail Address</p>				<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 6, 2018 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <i>12797</i> NEW MEXICO PROFESSIONAL SURVEYOR NO. 6733</p>			
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<p>NW CORNER SEC. 14 LAT. = 32.4874912N LONG. = 104.1691037W NMSP EAST (FT) N = 541119.08 E = 591975.56</p>		<p>N/4 CORNER SEC. 14 LAT. = 32.4875224N LONG. = 104.1604749W NMSP EAST (FT) N = 541134.64 E = 594636.11</p>		<p>SECTION CORNER LAT. = 32.4875562N LONG. = 104.1518459W NMSP EAST (FT) N = 541151.36 E = 597296.73</p>		<p>N/4 CORNER SEC. 13 LAT. = 32.4875870N LONG. = 104.1431449W NMSP EAST (FT) N = 541167.23 E = 599979.56</p>		<p>NE CORNER SEC. 13 LAT. = 32.4876206N LONG. = 104.1344381W NMSP EAST (FT) N = 541184.34 E = 602664.16</p>	
N89°39'53"E 2661.24 FT		N89°38'24"E 2661.31 FT		N89°39'40"E 2683.52 FT		N89°38'05"E 2685.30 FT			
<p>AS-DRILLED</p> <p>SEC. 14</p> <p>LONE TREE DRAW 14-13 STATE COM 336H ELEV. = 3259.1' LAT. = 32.4739251N (NAD83) LONG. = 104.1686762W</p> <p>W/4 CORNER SEC. 14 LAT. = 32.4801923N LONG. = 104.1690927W NMSP EAST (FT) N = 539463.77 E = 591983.67</p> <p>NMSP EAST (FT) N = 536184.04 E = 592157.40</p> <p>KICK OFF POINT 312' FSL; 87' FWL LAT. = 32.4737449N LONG. = 104.1688131W</p> <p>FIRST TAKE POINT 324' FSL; 538' FWL LAT. = 32.4737847N LONG. = 104.1673535W</p> <p>QUARTER CORNER LAT. = 32.4802576N LONG. = 104.1518272W NMSP EAST (FT) N = 538496.17 E = 597307.02</p> <p>SEC. 13</p> <p>E/4 CORNER SEC. 13 LAT. = 32.4803887N LONG. = 104.1344261W NMSP EAST (FT) N = 538553.42 E = 602672.77</p> <p>LAST TAKE POINT 351' FSL, 132' FEL LAT. = 32.4741244N LONG. = 104.1348454W</p> <p>BOTTOM OF HOLE LAT. = 32.4741290N LONG. = 104.1347486W NMSP EAST (FT) N = 536275.97 E = 602577.58</p> <p>BOTTOM OF HOLE LTP 102'</p> <p>SW CORNER SEC. 14 LAT. = 32.4728864N LONG. = 104.1690927W NMSP EAST (FT) N = 535805.90 E = 591985.75</p> <p>S/4 CORNER SEC. 14 LAT. = 32.4729258N LONG. = 104.1604401W NMSP EAST (FT) N = 535844.86 E = 594655.45</p> <p>SECTION CORNER LAT. = 32.4729691N LONG. = 104.1517858W NMSP EAST (FT) N = 535844.86 E = 597324.31</p> <p>S/4 CORNER SEC. 13 LAT. = 32.4730669N LONG. = 104.1431032W NMSP EAST (FT) N = 535884.89 E = 600001.85</p> <p>SE CORNER SEC. 13 LAT. = 32.4731637N LONG. = 104.1344163W NMSP EAST (FT) N = 535924.99 E = 602680.71</p>									

Intent ☐ As Drilled ☒

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 336H
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Kick Off Point (KOP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 312	From N/S SOUTH	Feet 87	From E/W WEST	County EDDY
Latitude 32.4737449					Longitude 104.1688131			NAD 83	

First Take Point (FTP)

UL M	Section 14	Township 21S	Range 27E	Lot	Feet 324	From N/S SOUTH	Feet 538	From E/W WEST	County EDDY
Latitude 32.4737847					Longitude 104.1673535			NAD 83	

Last Take Point (LTP)

UL P	Section 13	Township 21S	Range 27E	Lot	Feet 351	From N/S SOUTH	Feet 132	From E/W EAST	County EDDY
Latitude 32.4741244					Longitude 104.1348454			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☐ NOIs this well an infill well? ☐ YES

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

API #
30-015-45637

Operator Name: Devon Energy Production Co., LP	Property Name: Lone Tree Draw 14-13 State Com	Well Number 335H
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KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
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State of New Mexico
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OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46403	² Pool Code 70070	³ Pool Name ALACRAN HILLS; WOLFCAMP GAS
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	⁶ Well Number 621H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3255.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	14	21 S	27 E		1685	NORTH	280	WEST	EDDY

¹¹ 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
A	13	21 S	27 E		900	NORTH	20	EAST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---------------------------------------	-------------------------------	----------------------------------	-------------------------

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<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 01/28/21 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dmv.com E-mail Address</p>		<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JANUARY 27, 2021 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor: Certificate Number: 12797 SURV. NO. 7256B</p>	
<p>19 SURFACE LOCATION</p> <p>FWL = 32.4875224'N LONG. = 104.1604749'W N = 541119.08 E = 591975.56</p> <p>20 BOTTOM HOLE LOCATION</p> <p>FWL = 32.4851432'N LONG. = 104.1355040'W N = 541167.23 E = 599979.56</p> <p>NE CORNER SEC. 13 LAT. = 32.4876206'N LONG. = 104.1344381'W N = 541184.34 E = 602684.16</p> <p>SW CORNER SEC. 14 LAT. = 32.4728864'N LONG. = 104.1690972'W N = 538805.90 E = 591985.75</p> <p>S/4 CORNER SEC. 14 LAT. = 32.4729258'N LONG. = 104.1604401'W N = 535824.45 E = 594655.45</p> <p>SECTION CORNER LAT. = 32.4875562'N LONG. = 104.1518459'W N = 541151.36 E = 597296.73</p> <p>S/4 CORNER SEC. 13 LAT. = 32.4730669'N LONG. = 104.1431032'W N = 535884.89 E = 600001.85</p> <p>SE CORNER SEC. 13 LAT. = 32.4731637'N LONG. = 104.1344163'W N = 535924.99 E = 602680.71</p> <p>QUARTER CORNER LAT. = 32.4802576'N LONG. = 104.1518272'W N = 538496.17 E = 597307.02</p> <p>NE CORNER SEC. 13 LAT. = 32.4876206'N LONG. = 104.1344381'W N = 541184.34 E = 602684.16</p> <p>SW CORNER SEC. 14 LAT. = 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Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 621H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		836	FNL	275	FWL	EDDY
Latitude 32.4851					Longitude -104.1683				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	14	21S	27E		900	NORTH	330	WEST	EDDY
Latitude 32.4850218					Longitude 104.1680293				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	13	21S	27E		900	NORTH	330	EAST	EDDY
Latitude 32.4851432					Longitude 104.1355040				NAD 83

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

☐ NO

Is this well an infill well?

☐ YES

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

API # 30-015-46435		
Operator Name: DEVON ENERGY PRODUCTION CO, LP	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

KZ 06/29/2018

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

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

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

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

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46435	² Pool Code 70070	³ Pool Name ALACRAN HILLS; WOLFCAMP GAS
⁴ Property Code 323153	⁵ Property Name LONE TREE DRAW 14-13 STATE COM	
⁶ Well Number 623H		
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
	⁹ Elevation 3243.3	

¹⁰ Surface Location

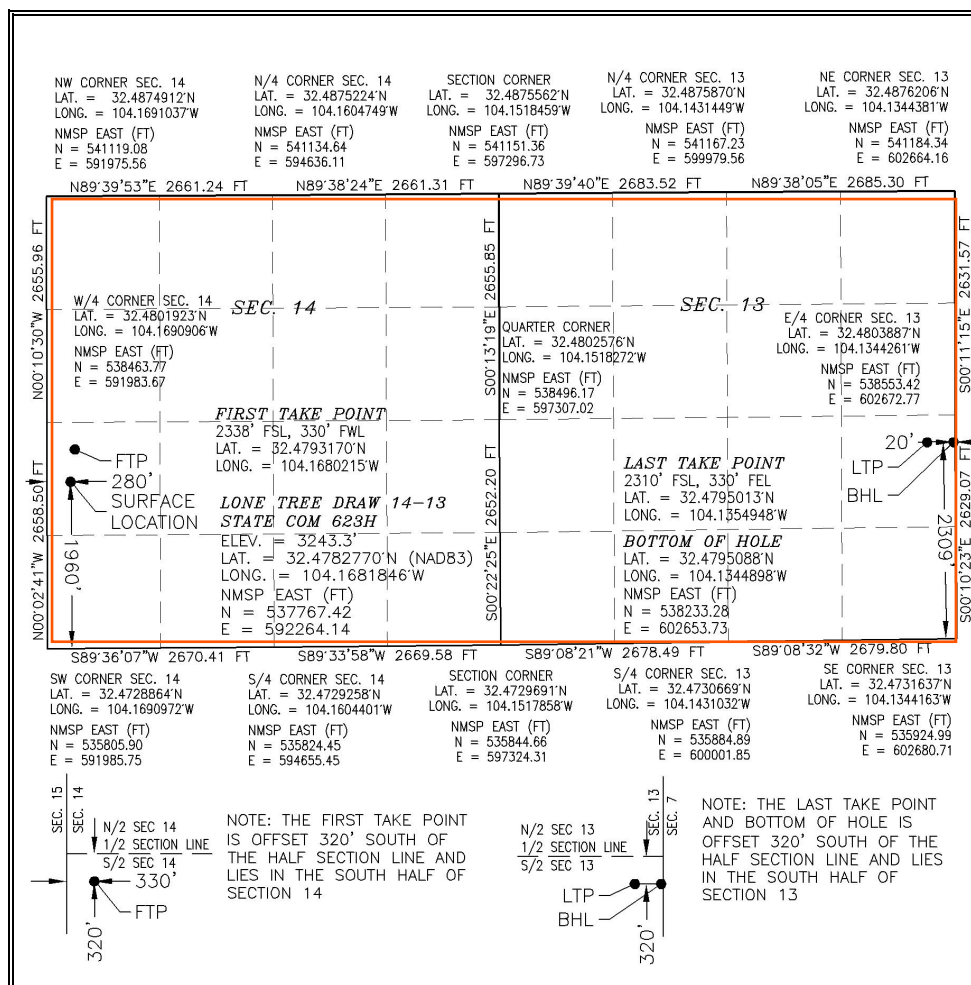
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	14	21 S	27 E		1960	SOUTH	280	WEST	EDDY

¹¹ 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	13	21 S	27 E		2309	SOUTH	20	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
1280			

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



17 OPERATOR CERTIFICATION

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

Signature: Chelsey Green Date: 01/28/21

Chelsey Green
Printed Name

chelsey.green@dvn.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

JANUARY 27, 2021

Date of Survey

Signature and Seal of Professional Surveyor:  **EDMUND E. JARAMILLO, LS 12797**
 Certificate Number: **7257E**

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: LONE TREE DRAW 14-13 STATE COM	Well Number 623H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	14	21S	27E		2425	FSL	276	FWL	EDDY
Latitude 32.4795					Longitude -104.1683				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
L	14	21S	27E		2338	SOUTH	330	WEST	EDDY
Latitude 32.4793170					Longitude 104.1680215				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
I	13	21S	27E		2310	SOUTH	330	EAST	EDDY
Latitude 32.4795013					Longitude 104.1354948				NAD 83

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

☒ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

Tracking		status	Attention To	Address	City	Region	Country	Postal Code
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229101	9405509105155501229101	Delivered	AERON A YATES	2843 SECCOMB ST	FORT COLLINS	Colorado	US	80526
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229163	9405509105155501229163	Delivered	AERON A YATES CHILDRENS TRUST	2843 SECCOMB ST	FORT COLLINS	Colorado	US	80526
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229255	9405509105155501229255	Delivered	APOLLO PERMIAN LLC	1001 NW 63RD ST STE 100	OKLAHOMA CITY	Oklahoma	US	73116
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229279	9405509105155501229279	Delivered	BLUE RIDGE ROYALTIES LLC	PO BOX 1973	ROSWell	New Mexico	US	88202-1973
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229316	9405509105155501229316	Delivered	BRANEX RESOURCES INC	PO BOX 2990	RUIDOSO	New Mexico	US	88355-2990
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000463402	9405509105155000463402	Delivered	BUTKIN INVESTMENT COMPANY LLC	PO BOX 2990	OKJNCAN	Oklahoma	US	73534
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229347	9405509105155501229347	Delivered	C MARK WHEELER	PO BOX 248	ROUND ROCK	Texas	US	78680
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501229354	9405509105155501229354	Delivered	CAROLYN B YATES	50 ORCHARD PINES PLACE	THE WOODLANDS	Texas	US	77382
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000463488	9405509105155000463488	Delivered	CARROLLTON ENERGY PARTNERS I LLC	5950 BERSHIRE LN STE 1125	DALLAS	Texas	US	75225
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000463495	9405509105155000463495	Delivered	CHI ENERGY INC	PO BOX 1799	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000463518	9405509105155000463518	Delivered	CHISSO MINERALS LLC	PO BOX 470788	FORT WORTH	Texas	US	76147
https://tools.usps.com/go/TrackConfirmAction?iRel=fullpage&tlc=5&text=28777+&iLabels=9405509105155501229347	9405509105155518854013	Delivered	CIBOLA ENERGY CORPORATION	1005 MARQUETTE AVE NW	ALBUQUERQUE	New Mexico	US	87102
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000463624	9405509105155000463624	Delivered	CIBOLA LAND CORPORATION	PO BOX 1608	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140635	9405509105155501140635	Delivered	CM RESOURCES LLC	300 N MARIENFELD ST STE 1000	MIDLAND	Texas	US	79701
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140680	9405509105155501140680	Delivered	CM ROYALTIES LP	300 N MARIENFELD ST 1000	MIDLAND	Texas	US	79701
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000433047	9405509105155000433047	Delivered	COLEMAN MARTIN	8833 ENSLEY CT	LEAWOOD	Kansas	US	66206-1652
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140703	9405509105155501140703	Delivered	COLLEMAN CORPORATION	6120 PADRE CT NE	ALBUQUERQUE	New Mexico	US	87111
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140642	9405509105155501140642	Delivered	CORNERSTONE FAMILY TRUST	PO BOX 558	PEYTON	Colorado	US	80831
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140765	9405509105155501140765	Delivered	CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	Texas	US	79710
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140789	9405509105155501140789	Delivered	DAVID H ESSEX	PO BOX 50577	MIDLAND	Texas	US	79710
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140796	9405509105155501140796	Delivered	DOUG J SCHULTZ	PO BOX 973	SANTA FE	New Mexico	US	87504
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140734	9405509105155501140734	Delivered	DYNASTY PARTNERS LLC	5910 S UNIVERSITY BLVD	GREENWOOD VILLAGE	Colorado	US	80121
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140802	9405509105155501140802	Delivered	ELOUISE H JUSTICE	711 S COUNTRY CLUB LANE	PAYSON	Arizona	US	85541
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140864	9405509105155501140864	Delivered	ENRAT II LLC	1200 SUMMIT AVE STE 350	FORT WORTH	Texas	US	76102
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140871	9405509105155501140871	Delivered	EXPLORERS PETROLEUM CORP.	PO BOX 1933	ROSWell	New Mexico	US	88202-1933
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140901	9405509105155501140901	Delivered	FRANCES B BUNN REV LIVING TR	2493 MAKII HEIGHTS DR	HONOLULU	Hawaii	US	96822-2542
https://tools.usps.com/go/TrackConfirmAction?iRel=fullpage&tlc=5&text=28777+&iLabels=9405509105155501140970	94055091051555188539091	Delivered	GEORGE M OBRLEN	PO BOX 1743	OKLAHOMA CITY	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140970	9405509105155501140970	Delivered	GEORGE M YATES	PO BOX 1933	ROSWell	New Mexico	US	88202-1933
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140987	9405509105155501140987	Delivered	HARVEY E YATES JR	PO BOX 0	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141014	9405509105155501141014	Delivered	HAYES REVOCABLE TRUST	3608 MEADOWBRIDGE LN	MIDLAND	Texas	US	79707
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501140949	9405509105155501140949	Delivered	HEYCO DEVELOPMENT CORPORATION	PO BOX 1933	ROSWell	New Mexico	US	88202
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141076	9405509105155501141076	Delivered	HIGH SKY CHILDRENS RANCH	8616 W COUNTY ROAD 60	MIDLAND	Texas	US	79707-1307
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141021	9405509105155501141021	Delivered	HOY B HARRISON	PO BOX 297041	FT WORTH	Texas	US	76129-0001
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141045	9405509105155501141045	Delivered	JALAPENO CORPORATION	PO BOX 1608	ALBUQUERQUE	New Mexico	US	87103
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141175	9405509105155501141175	Delivered	JAMI HUBER OWEN	5546 CANADA COURT	ROCKWALL	Texas	US	75082
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141229	9405509105155501141229	Delivered	JARED PARTNERS LTD	PO BOX 51451	MIDLAND	Texas	US	79710-1451
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141267	9405509105155501141267	Delivered	KCC RESOURCES INC	5600 FENWAY	MIDLAND	Texas	US	79707
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141250	9405509105155501141250	Delivered	KIMBLE ROYALTY HOLDINGS LLC	PO BOX 61099	DALLAS	Texas	US	75367-1099
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141311	9405509105155501141311	Delivered	KIRK & SWEENEY LTD CO	PO BOX 699	ROSWell	New Mexico	US	88202
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141328	9405509105155501141328	Delivered	KRINGEN OIL LLC	8540 E MCDOWELL RD UNIT 59	MESA	Arizona	US	85207
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141304	9405509105155501141304	Delivered	LESLEY Y MESSA CHILDRENS TRUST	PO BOX 288	NEW CANEY	Texas	US	77357
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141366	9405509105155501141366	Delivered	LINDA F LYONS B	1010 W ORCHARD LN	CARLSBAD	California	US	92020-4305
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141373	9405509105155501141373	Delivered	LOCKER BROTHERS	1513 FLINTRIDGE	W LAKE HILLS	Texas	US	78746
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141359	9405509105155501141359	Delivered	LOWE ROYALTY PARTNERS LP	PO BOX 4887 DEPT 4	HOUSTON	Texas	US	77210-4887
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141380	9405509105155501141380	Delivered	MALCOLM CUNNINGHAM	2419 OREGON	CARLSBAD	New Mexico	US	88220
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000433122	9405509105155000433122	Delivered	MARTIN & MARTIN LLP	PO BOX 1675	ROSWell	New Mexico	US	88202-1675
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141397	9405509105155501141397	Delivered	NACOMBS ENERGY LTD	750 E MULBERRY AVE STE 403	SAN ANTONIO	Texas	US	78212
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141403	9405509105155501141403	Delivered	MIDLAND COLLEGE FOUNDATION INC	PO BOX 5575	MIDLAND	Texas	US	79704
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000433139	9405509105155000433139	Delivered	MIDLAND MEMORIAL FOUNDATION	400 ROSALIND REDFERN GROVER PKWY	MIDLAND	Texas	US	79701-6499
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141441	9405509105155501141441	Delivered	MIZEL RESOURCES A TRUST	4350 S MONACO ST FL 5	DENVER	Colorado	US	80237-3400
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141458	9405509105155501141458	Delivered	MORRIS E SCHERTZ	P O BOX 2588	ROSWell	New Mexico	US	88202-2588
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000433153	9405509105155000433153	Delivered	NM & T RESOURCES LLC	PO BOX 10523	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155000433092	9405509105155000433092	Delivered	NOBLE ENERGY INC	PO BOX 90083	DALLAS	Texas	US	75391-0083
https://tools.usps.com/go/TrackConfirmAction?iRel=fullpage&tlc=5&text=28777+&iLabels=9405509105155501141472	9405509105155518853979	Delivered	NUOVO SEIS LP	PO BOX 2588	ROSWell	New Mexico	US	88202-2588
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141472	9405509105155501141472	Delivered	PANHANDLE PROPERTIES LLC	PO BOX 647	ARTESIA	New Mexico	US	88211
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141595	9405509105155501141595	Delivered	PAUL R BARVINS	PO BOX 230	MIDLAND	Texas	US	79702
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141663	9405509105155501141663	Delivered	PENROC OIL CORPORATION	PO BOX 2769	HOBBS	New Mexico	US	88241-2769
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141687	9405509105155501141687	Delivered	PENWELL EMPLOYEE ROYALTY POOL	2201 WINFIELD RD	MIDLAND	Texas	US	79705-8672
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141748	9405509105155501141748	Delivered	RICHARD W SCHMIDT	PO BOX 50187	AUSTIN	Texas	US	78763
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141700	9405509105155501141700	Delivered	ROBIN OIL & GAS CORPORATION	PO BOX 720402	OKLAHOMA CITY	Oklahoma	US	73172
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141823	9405509105155501141823	Delivered	RUSK CAPITAL MANAGEMENT LLC	7600 W TIDWELL RD STE 800	HOUSTON	Texas	US	77040
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141830	9405509105155501141830	Delivered	SAM I SHACKELFORD	1096 MECHEM DR STE G16	RUIDOSO	New Mexico	US	88345-7075
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141861	9405509105155501141861	Delivered	SLASH EXPLORATION LP	P O BOX 1973	ROSWell	New Mexico	US	88202-1973
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141885	9405509105155501141885	Delivered	SOUTHWEST ROYALTIES INC	PO BOX 53570	MIDLAND	Texas	US	79710-3570
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501141793	9405509105155501141793	Delivered	SPIRAL INC	PO BOX 1983	ROSWell	New Mexico	US	88202-1983
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155501142915	9405509105155501142915	Delivered	STATE OF NEW MEXICO	PO BOX 1148	SANTA FE	New Mexico	US	87504-1148
https://tools.usps.com/go/TrackConfirmAction.action?iLabels=9405509105155								

From: [Thomas, Shandee](#)
To: [Clelland, Sarah, EMNRD](#)
Cc: [Green, Chelsey](#); [Deal, Rebecca](#)
Subject: RE: [EXTERNAL] Action ID 173740 PLC-830
Date: Tuesday, November 4, 2025 2:31:18 PM
Attachments: [Lone Tree Draw 14 CTB 1 Submitted NMOCD Commingle Application Updated.pdf](#)

Hi Sarah,

Please see attached the updated commingle application for the Lone Tree Draw 14 CTB 1. The additional pool code (98314) has been removed from the application.

Thank you,

Shandee Thomas | Regulatory Compliance Professional – Land
Devon Energy | 333 W. Sheridan Avenue | Oklahoma City, OK 73102
Office 405.552.7853



From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Thursday, October 30, 2025 3:42 PM
To: Thomas, Shandee <Shandee.Thomas@devon.com>
Subject: [EXTERNAL] Action ID 173740 PLC-830

To whom it may concern (c/o Kanicia Schlichting for Devon Energy Production Company, LP),

The Division is reviewing the following application:

Action ID	173740
Admin No.	PLC-830
Applicant	Devon Energy Production Company, LP
Title	Lone Tree Draw 14 CTB 1
Sub. Date	01/12/2023

Please provide the following additional supplemental documents:

- API 30-015-46403 and 30-015-46434 both have 2 Pool Codes Listed 70070 and 98314. Only Pool Code 70070 is authorized for production. If Devon would like to keep pool code 98314 for both wells then a change of plans will need to be submitted in this surface commingle application will be rejected until that change of plan is complete/approved. If Devon would like to proceed without Pool Code 98314 then please make all necessary changes to the surface commingle application and send a complete PDF package back to me so the application can be changed out.

Please provide additional information regarding the following:

-

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

COMMENT

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at OCD.Enviro@emnrd.nm.gov for instructions regarding the submittal process for applications of this type.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

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**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-830

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

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

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

ORDER

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

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

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

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

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

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. 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.
5. 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.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. 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.
8. 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.
9. 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.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 12/10/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-830

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Lone Tree Draw 14 Central Tank Battery 1

Central Tank Battery Location: UL L, Section 14, Township 21 South, Range 27 East

Gas Title Transfer Meter Location: UL L, Section 14, Township 21 South, Range 27 East

Pools

Pool Name	Pool Code
ALACRAN HILLS; WOLFCAMP (GAS)	70070
CARLSBAD; BONE SPRING, EAST	96144

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMSLO 204029 PUN 1380769	S2	13-21S-27E
	S2	14-21S-27E
CA Wolfcamp NMSLO 204238 PUN 1391630	All	13-21S-27E
	All	14-21S-27E
CA Bone Spring NMSLO 204256 PUN 1391474	N2	13-21S-27E
	N2	14-21S-27E
CA Bone Spring NMSLO 204256 PUN 1395625	N2	13-21S-27E
	N2	14-21S-27E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-46406	Lone Tree Draw 14 13 State Com #331H	N2N2	13-21S-27E	96144
		N2N2	14-21S-27E	
30-015-46402	Lone Tree Draw 14 13 State Com #332H	N2	13-21S-27E	96144
		N2	14-21S-27E	
30-015-46405	Lone Tree Draw 14 13 State Com #333H	S2N2	13-21S-27E	96144
		S2N2	14-21S-27E	
30-015-45637	Lone Tree Draw 14 13 State Com #335H	S2	13-21S-27E	96144
		S2	14-21S-27E	
30-015-45644	Lone Tree Draw 14 13 State Com #336H	S2	13-21S-27E	96144
		S2	14-21S-27E	
30-015-46403	Lone Tree Draw 14 13 State Com #621H	ALL	13-21S-27E	70070
		ALL	14-21S-27E	
30-015-46435	Lone Tree Draw 14 13 State Com #623H	S2	13-21S-27E	70070
		S2	14-21S-27E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 173740

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 173740
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	12/15/2025