

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

State of New Mexico  
Energy, Minerals and Natural Resources

Form C-103  
Revised July 18, 2013

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

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO.
1. Type of Well: Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>		5. Indicate Type of Lease STATE <input type="checkbox"/> FEE <input type="checkbox"/>
2. Name of Operator		6. State Oil & Gas Lease No.
3. Address of Operator		7. Lease Name or Unit Agreement Name
4. Well Location Unit Letter _____: _____ feet from the _____ line and _____ feet from the _____ line Section _____ Township _____ Range _____ NMPM _____ County _____		8. Well Number
11. Elevation (Show whether DR, RKB, RT, GR, etc.)		9. OGRID Number
		10. Pool name or Wildcat

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

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	P AND A <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	MULTIPLE COMPL <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>	
DOWNHOLE COMMINGLE <input type="checkbox"/>			
CLOSED-LOOP SYSTEM <input type="checkbox"/>			
OTHER: <input type="checkbox"/>		OTHER: <input type="checkbox"/>	

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Spud Date:

Rig Release Date:

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

SIGNATURE alicia fulton TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Type or print name \_\_\_\_\_ E-mail address: \_\_\_\_\_ PHONE: \_\_\_\_\_

**For State Use Only**

APPROVED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Conditions of Approval (if any):



September 27, 2023

Dean McClure  
Petroleum Engineer, Oil Conservation Division  
New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211

Re: Pool Commingle Application for Ghost Rider Federal Com Central Tank Battery  
E/2 and E/2 W/2 of Section 22 and SE/4 and E/2 SW/4 of Section 15  
Township 24 South, Range 32 East, Lea County, New Mexico  
County: Lea Co, New Mexico  
Pool: Trista Draw; Bone Spring (96603), WC-025 G-08 S243217P; UPR WOLFCAMP (98248)

Dear Mr. McClure:

Please find attached the commingle application for the Ghost Rider Federal COM Central Tank Battery. This application is necessary due to multiple leases and pools.

The working interest, royalty interest and overriding interest are identical. Commingling will not reduce the individual wells production or otherwise affect the interest owners. It is the most effective means of producing the reserves. The Surface commingle permit will be submitted separately for approval to the Bureau of Land Management

Apache request the option to include additional pools or leases within the defined parameters set forth in the Order for future additions pursuant to 19.15.12.10©(4)(g) NMAC with notice provided to only the interest owners of production to be added.

Future wells within the project areas approved by this Order may be added to this commingle authority by submittal of a sundry notice to the Engineering Bureau in Santa Fe

Should you have any questions or need further assistance, please do not hesitate to contact me at 432-818-1088

Best regards,

A handwritten signature in black ink that reads "alicia fulton". The signature is written in a cursive, lowercase style.

Alicia Fulton  
EHS-Advisor -Regulatory  
[Alicia.fulton@apachecorp.com](mailto:Alicia.fulton@apachecorp.com)  
432-818-1088

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:** APACHE CORPORATION **OGRID Number:** 873  
**Well Name:** GHOST RIDER 22-15 FED COM **API:** \_\_\_\_\_  
**Pool:** TRISTE DRAW, BONE SPRING AND WC-025G-08S243217P;UPPR WLFC **Pool Code:** 96603 & 98248

**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.**

ALICIA FULTON

Print or Type Name

*alicia fulton*  
 Signature

10/31/2023

Date

432-818-1088

Phone Number

alicia.fulton@apachecorp.com

e-mail Address



September 26, 2023

**RE: Pool Commingle Application for Ghost Rider Federal Com Central Tank Battery**

**E/2 and E/2 W/2 of Section 22 and SE/4 and E/2 SW/4 of Section 15  
Township 24 South, Range 32 East, Lea County, New Mexico**

Ghost Rider 22 15 Federal Com 101H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 102H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 103H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 201H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 202H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 203H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 204H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 205H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 206H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 1H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 2H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 3H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 401H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 402H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 403H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 404H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 405H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248

Ladies and Gentleman:

Apache Corporation ("Apache"), as Operator, will be filing an application with the New Mexico Oil Conservation Division for approval of the above referenced commingle project. This letter serves to notice you that the operator and interest owners are identical for the wells listed above.

Best regards,

**APACHE CORPORATION**

Leslie E. Mullin, CPL  
Senior Landman





10/9/2023

Bureau of Land Management

RE: Request to Administratively Create Surface Commingling Authority  
Ghost Rider Federal Com CTB  
Lea County, New Mexico

Apache respectfully requests administrative approval to surface commingle at the Ghost Rider Federal Com CTB Facility.

**Proposal:**

Apache proposes to allocate production between the following wells based on frequent and periodic well tests, all located in: Section 15 and 22, T24S, R32E, N.M.P.M., Lea County, New Mexico:

Well Name	Well Number	API
GHOST RIDER 22 15 FEDERAL COM	#001H	30-025-49358
GHOST RIDER 22 15 FEDERAL COM	#002H	30-025-49333
GHOST RIDER 22 15 FEDERAL COM	#003H	30-025-49357
GHOST RIDER 22 15 FEDERAL COM	#101H	30-025-46884
GHOST RIDER 22 15 FEDERAL COM	#102H	30-025-46891
GHOST RIDER 22 15 FEDERAL COM	#103H	30-025-46892
GHOST RIDER 22 15 FEDERAL COM	#201H	30-025-45645
GHOST RIDER 22 15 FEDERAL COM	#202H	30-025-45769
GHOST RIDER 22 15 FEDERAL COM	#203H	30-025-45770
GHOST RIDER 22 15 FEDERAL COM	#204H	30-025-45771
GHOST RIDER 22 15 FEDERAL COM	#205H	30-025-45772
GHOST RIDER 22 15 FEDERAL COM	#206H	30-025-45773
GHOST RIDER 22 15 FEDERAL COM	#401H	30-025-50231
GHOST RIDER 22 15 FEDERAL COM	#402H	30-025-50230
GHOST RIDER 22 15 FEDERAL COM	#403H	30-025-49344
GHOST RIDER 22 15 FEDERAL COM	#404H	30-025-49362
GHOST RIDER 22 15 FEDERAL COM	#405H	30-025-49361

This commingling request is the most effective, economic means of producing the reserves and will not result in reduced royalty or improper measurement of production. The proposed commingling will reduce operating expenses by utilizing existing facilities as well as reduce the surface facility footprint associated with constructing a new battery.

**Measurement:**

The Ghost Rider 22 15 Federal Facility is located in Section 15, T24S, R32E, N.M.P.M., Lea County, New Mexico. All working interests have been committed to a single joint operating agreement, and all subject leases within Section 22: E/2 and E/2 W/2 and section 15: SE/4, NE/4 SW/4, and SE/4 SW/4 are being communitized on a 720 acre basis as to the Bone Spring and Wolfcamp. There will be identical interests groups ("Groups") producing into this battery. The Groups are listed below:

- **Bone Spring**
  - Leases: NMNM0039880, NMLC062269A, NMNM029694
  - Wells: Ghost Rider #1H, #2H, #3H, #101H, #102H, #103H, #201H, #202H, #203H, #204H, #205H, #206H
- **Wolfcamp**
  - Leases: NMNM0039880, NMLC062269A, NMNM029694
  - Wells: 401H, 402H, 403H, 404H, 405H

Bone Spring wells will be produced into one (1) three phase metering production separator and three (3) three phase metering testers. The individual wells producing into each of the three (3) three phase metering testers will be periodically alternated to provide fair allocation of oil and gas production on a pro-rata share.

Wolfcamp wells will be produced into one (1) three phase metering production separator and three (3) three phase metering testers. The individual wells producing into each of the three (3) three phase metering testers will be periodically alternated to provide fair allocation of oil and gas production on a pro-rata share.

Wells will be rotated through the metering tester(s) a regular basis. All wells will be tested in accordance with the plan above, avoiding mixing of the well stream fluids until processed through their own production trains. Commingling will occur after the oil leaves the separators and transferred to the oil/water storage tanks.

The above separator(s) and tester(s) will be equipped with Coriolis meters for oil measurement, magnetic flow meters for water measurement, and differential pressure/orifice plate meters for gas measurement. VRU gas volumes will be measured using a differential pressure/orifice plate meter and volume allocated back to each well utilizing a percentage of each wells monthly oil production.

Please advise if this request is acceptable. If additional information is required, please contact Alicia Fulton, Regulatory Analyst, at (432) 818-1088 or [alicia.fulton@apachecorp.com](mailto:alicia.fulton@apachecorp.com).

Sincerely,  
*Wesley Carleton*  
Wesley Carleton  
Facilities Engineer

# **GHOST RIDER 22-15**

## **Oil**

Crude Oil delivered from the GHOST RIDER 22-15 FED COM OI|61126 Central Tank Battery into Plains Pipeline is being sold under Apache's Contract – PLNS-01495.

This Contract represents the Crude Oil Type and Quality to be West Texas Intermediate (WTI) common stream type crude oil and/or condensate.

West Texas Intermediate (WTI) quality crude oil has a gravity less than 44 API gravity.

Apache is currently being paid on a NYMEX / Argus WTI-Midland pricing formula because our production meets the Crude Oil Quality Type and Quality for West Texas Intermediate (WTI) crude oil.

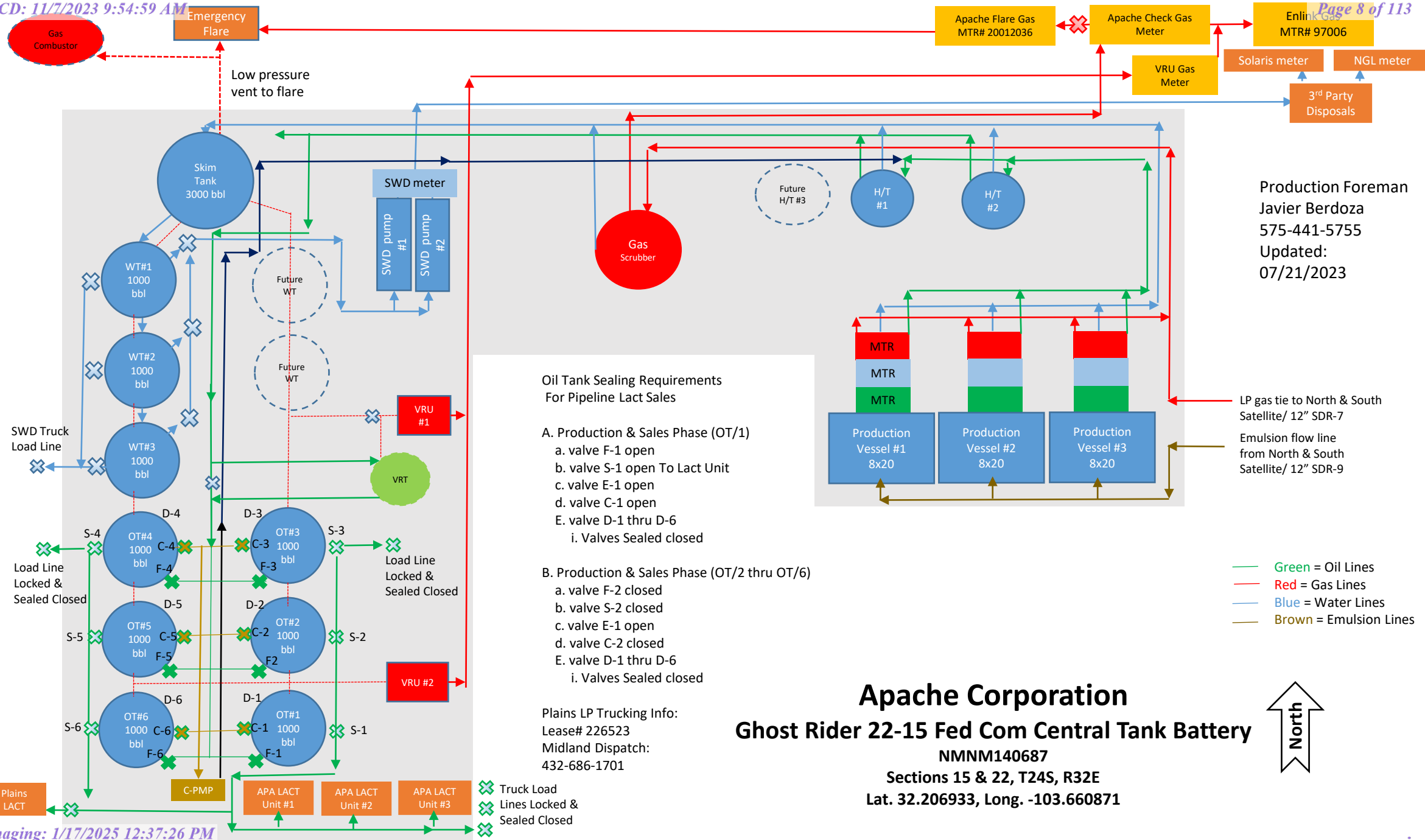
If the commingled production delivered from the GHOST RIDER 22-15 FED COM OI|61126 Central Tank Battery into Plains Pipeline exceeds 44 API gravity then the production would be classified as West Texas Light (WTL) and the pricing formula would have to be renegotiated. FYI- West Texas Light (WTL) is currently being priced less than West Texas Intermediate (WTI) price.

## **Gas**

Apache expects no difference to the price received from Delaware G&P for comingling the existing Bone Spring wells and the upcoming Avalon and Wolfcamp wells. The gas is processed at the same percentage regardless of volume and Apache is paid 100% of its liquids and residue gas. Apache is charged a gathering, treating and (potentially) a low volume fee. The gathering fee is \$.95016/mcf regardless of volume. The treating fee is linear equal to  $\$0.05 \times (\text{combined H}_2\text{S, CO}_2, \text{N}_2 \text{ mol percentage contained in the gas}) \times \text{delivered volume}$ . No treating fee if gas is <2% CO<sub>2</sub>. So it's a zero sum game where whether you keep the gas separate or comingled you will end up being charged the same. The low volume fee only comes into play if volumes at each meter are <300 Mcf per Month

Wells Producing  
At This Facility:

- GR #101H
- 30-025-46884
- GR #102H
- 30-025-46891
- GR #103H
- 30-025-46892
- GR #201H
- 30-025-45645
- GR #202H
- 30-025-45769
- GR #203H
- 30-025-45770
- GR #204H
- 30-025-45771
- GR #205H
- 30-025-45772
- GR #206H
- 30-025-45773



# Apache Corporation

## Ghost Rider 22-15 Fed Com Central Tank Battery

NMNM140687

Sections 15 & 22, T24S, R32E

Lat. 32.206933, Long. -103.660871

### Equipment Inventory: Central Tank Battery

Oil Tank #1 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15408  
Oil Tank #2 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15415  
Oil Tank #3 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15409  
Oil Tank #4 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15404  
Oil Tank #5 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15405  
Oil Tank #6 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15406

Skim Tank MFG: J&J Steel, 4oz, 3000 bbl, 29'-9"x 24'-0" , DOM: 2019, SN# 15065

Water Tank #1 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15411  
Water Tank #2 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15407  
Water Tank #3 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15414

Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 112156-B  
Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 113012  
Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 112156-C

Water Pump #1 MFG: Goulds Inc, SN# N752H558-4  
Water Pump #2 MFG: Goulds Inc., SN# N752H558-3  
Circulation Pump MFG: Roper, Inc. SN# N753H919-1

Air Compressor #1 MFG: Ingersoll, Size: 80 gal, SN# 2220760  
Air Compressor #2 MFG: Ingersoll, Size: 80 gal, SN# 2220702

Gas Scrubber MFG: Hi-Tech, 48"x 10', 125 PSI, DOM: 2019, SN# HTP-2044

Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5183  
Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5184  
Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5185

Vapor Recovery Unit #1 (N) MFG: Richardson Energy, 150HP, SN# 123687  
Vapor Recovery Unit #2 (S) MFG: Richardson Energy, 150HP, SN# 123568

Heater Treater #1 MFG: Global, 8'x 20' Vertical, 125 psi, DOM: 2018, SN# LV7495  
Flame Arrestor MFG: Flameco, Model: SB26-18, BTU: 1.0 MM, SN# 1807-719  
Stack Size: 8"x 18'

Heater Treater #2 MFG: Global, 8'x 20' Vertical, 125 psi, DOM: 2018, SN# LV7492  
Flame Arrestor MFG: Flameco, Model: SB26-18, BTU: 1.0 MM, SN# 1810-11D  
Stack Size: 8"x 18"

Future Added:

Combutor/ Incinerator MFG: Cimarron, SN: ECDAPA0026  
Size: 72"x 30'; Tip/ Nozzle Size; 2", DOB; 2023, 15mmBTU/hr

VRT/ Oil Tower MFG: Viking, 48"x 40', PSI: 75, DOM: 2023, SN# 11399

Flare MFG: Vaprox, Size: ??? , DOM: 2019, Pilot BTU/Hr 10,000, SN# APAC-0031,

**Apache Corporation**  
**Ghost Rider 22-15 Fed Com Central Tank Battery**  
**NMNM140687**  
**Sections 15 & 22, T24S, R32E**  
**Lat. 32.206933, Long. -103.660871**

Wells Producing At This Facility:

Ghost Rider 22-15 Fed. Com #101H  
• 30-025-46884  
Ghost Rider 22-15 Fed. Com #102H  
• 30-025-46891  
Ghost Rider 22-15 Fed. Com #103H  
• 30-025-46892  
Ghost Rider 22-15 Fed. Com #201H  
• 30-025-45645  
Ghost Rider 22-15 Fed. Com #202H  
• 30-025-45769  
Ghost Rider 22-15 Fed. Com #203H  
• 30-025-45770  
Ghost Rider 22-15 Fed. Com #204H  
• 30-025-45771  
Ghost Rider 22-15 Fed. Com #205H  
• 30-025-45772  
Ghost Rider 22-15 Fed. Com #206H  
• 30-025-45773

GR #1H  
• 30-025-49358  
GR #2H  
• 30-025-49333  
GR #3H  
• 30-025-49357  
GR #401H  
• 30-025-50231  
GR #402H  
• 30-025-50230  
GR #403H  
• 30-025-49344  
GR #404H  
• 30-025-49362  
GR #405H  
• 30-025-49361

Oil Tank Sealing Requirements  
For Pipeline Lact Sales

A. Production & Sales Phase (OT/1)

- a. valve F-1 open
- b. valve S-1 open To Lact Unit
- c. valve E-1 open
- d. valve C-1 open
- E. valve D-1 thru D-6
  - i. Valves Sealed closed

B. Production & Sales Phase (OT/2 thru OT/6)

- a. valve F-2 closed
- b. valve S-2 closed
- c. valve E-1 open
- d. valve C-2 closed
- E. valve D-1 thru D-6
  - i. Valves Sealed closed



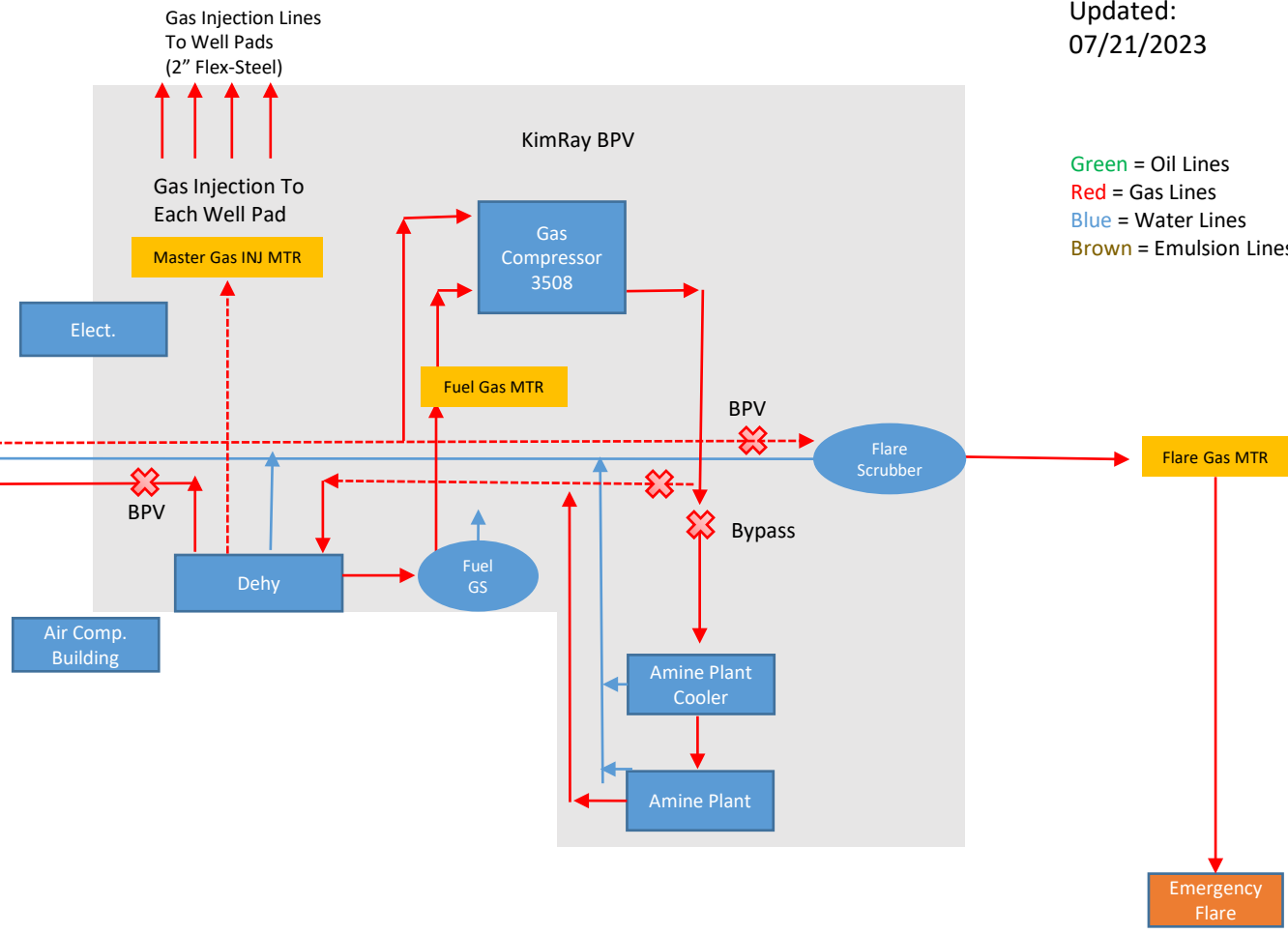
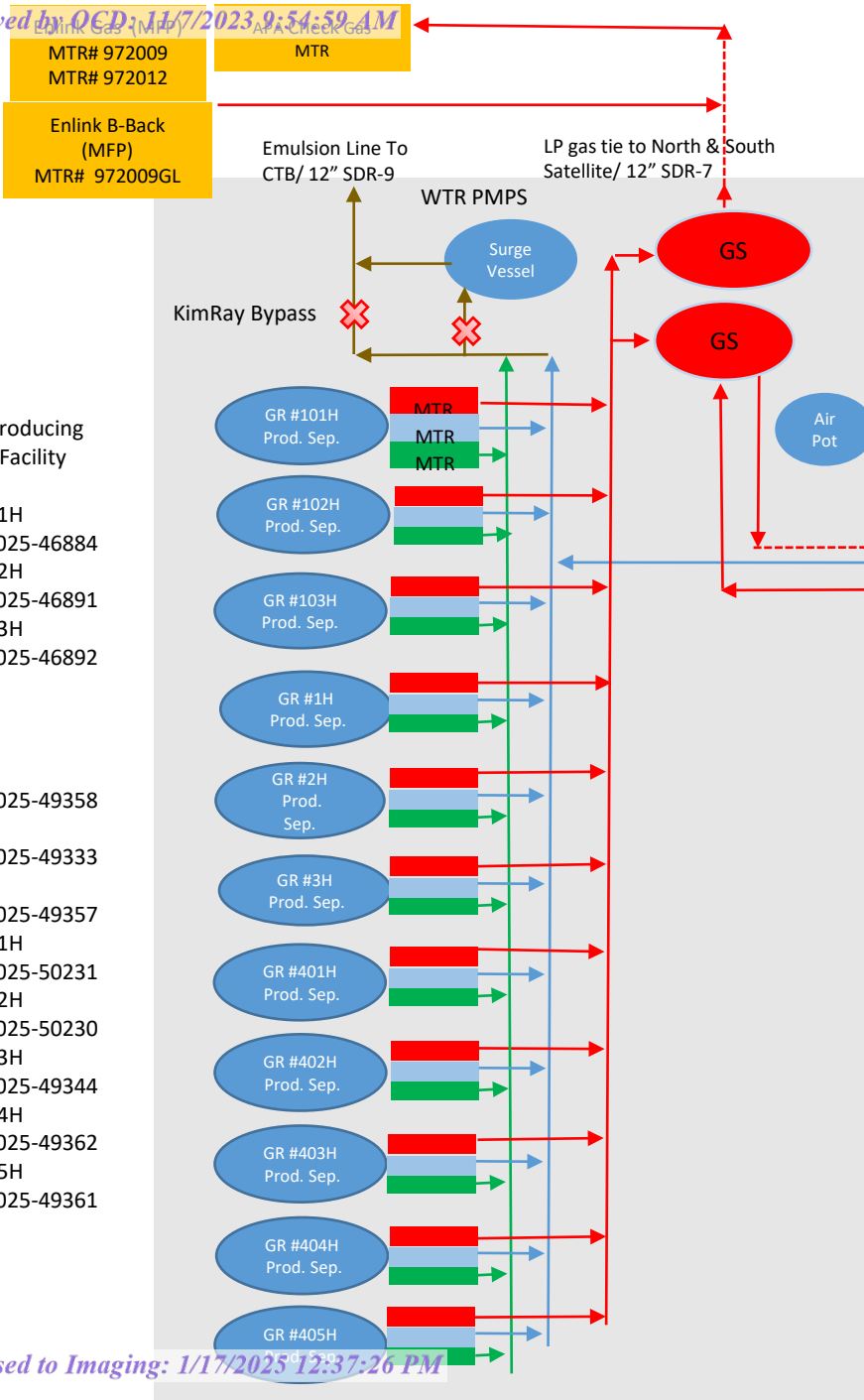


Production Foreman  
Javier Berdoza  
575-441-5755  
Updated:  
07/21/2023

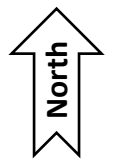
### Wells Producing At This Facility

- GR #101H  
• 30-025-46884  
GR #102H  
• 30-025-46891  
GR #103H  
• 30-025-46892

- GR #1H  
• 30-025-49358  
GR #2H  
• 30-025-49333  
GR #3H  
• 30-025-49357  
GR #401H  
• 30-025-50231  
GR #402H  
• 30-025-50230  
GR #403H  
• 30-025-49344  
GR #404H  
• 30-025-49362  
GR #405H  
• 30-025-49361



**Apache Corporation**  
**Ghost Rider 22-15 Fed Com North Satellite**  
Sections 15 & 22, T24S, R32E  
Lat. 32.215039, Long. -103.657439



# Apache Corporation

## Ghost Rider Fed Com 15-22 North Satellite

Sections 15 & 22, T24S, R32E  
Lat. 32.2159039, Long. -103.657439

### Equipment Inventory:

Prod. Sep. #101H MFG: Global Vessel, 72"x 16', 125 PSI, DOM: 2019, SN# NI-5794

Prod. Sep. #102H MFG: Permian Tank, 96"x 20', 125 PSI, DOM: 2020, SN# F8889

Prod. Sep. #103H MFG: Prod. Facilities Equip. 72"x 16' 250PSI, DOM: 2018, SN# HZ-3200-0918

Prod. Sep. #1H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5825

Prod. Sep. #2H MFG: Prod. Facilities, Size: 72"x16', PSI: 250, DOM: 2019, SN# 978

Prod. Sep. #3H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5830

Prod. Sep. #401H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5831

Prod. Sep. #402H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5833

Prod. Sep. #403H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2724

Prod. Sep. #404H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2723

Prod. Sep. #405H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2722

Serge/ Emulsion Sep. MFG: Accelerated, 72"x 20', 1440 PSI, DOM: 2019, SN# F52842-72495

Gas Scrubber #1 MFG: Exterranean Inc, 48"x 10' 250 PSI, DOM: 2014, SN# OL313-1990

Gas Scrubber #2 MFG: Viking ,Size: 48"x10', PSI: 250, DOM: 2023, SN# 11454

Water PMP MFG: Griswold Inc. ,SN# 0040202860

Water PMP MFG: Griswold Inc. ,SN# 0040202858

Air Pot Scrubber MFG: Van Air, 250 PSI, DOM: 2020, SN# 0834-4178

Air Compressor #1 MFG: Ingersoll, 80 Gallon

Air Compressor #2 MFG: Ingersoll, 80 Gallon

Gas Comp #1 MFG: Kodiak Gas, Size: 3508, Serial# 3215

Compressor Fuel Gas Scrubber MFG: Global Vessel, 30"x 10', DOM: 2014, SN# 112781

Amine Cooler MFG: USA Comp./ Dragon Prod., SN# 11895

Amine Plant MFG: USA Comp./ Dragon Prod., SN# 12299

Dehy Manufacturer: Bold, Serial # D-061

3.00 BTU/HR Glycol Regen w/ 24"x 25' S/S 8T 1440#

Flame Arrestor: Flameco, Model: SB16-8, BTU/HR 1.20 MM

Stack: 24"x 10'

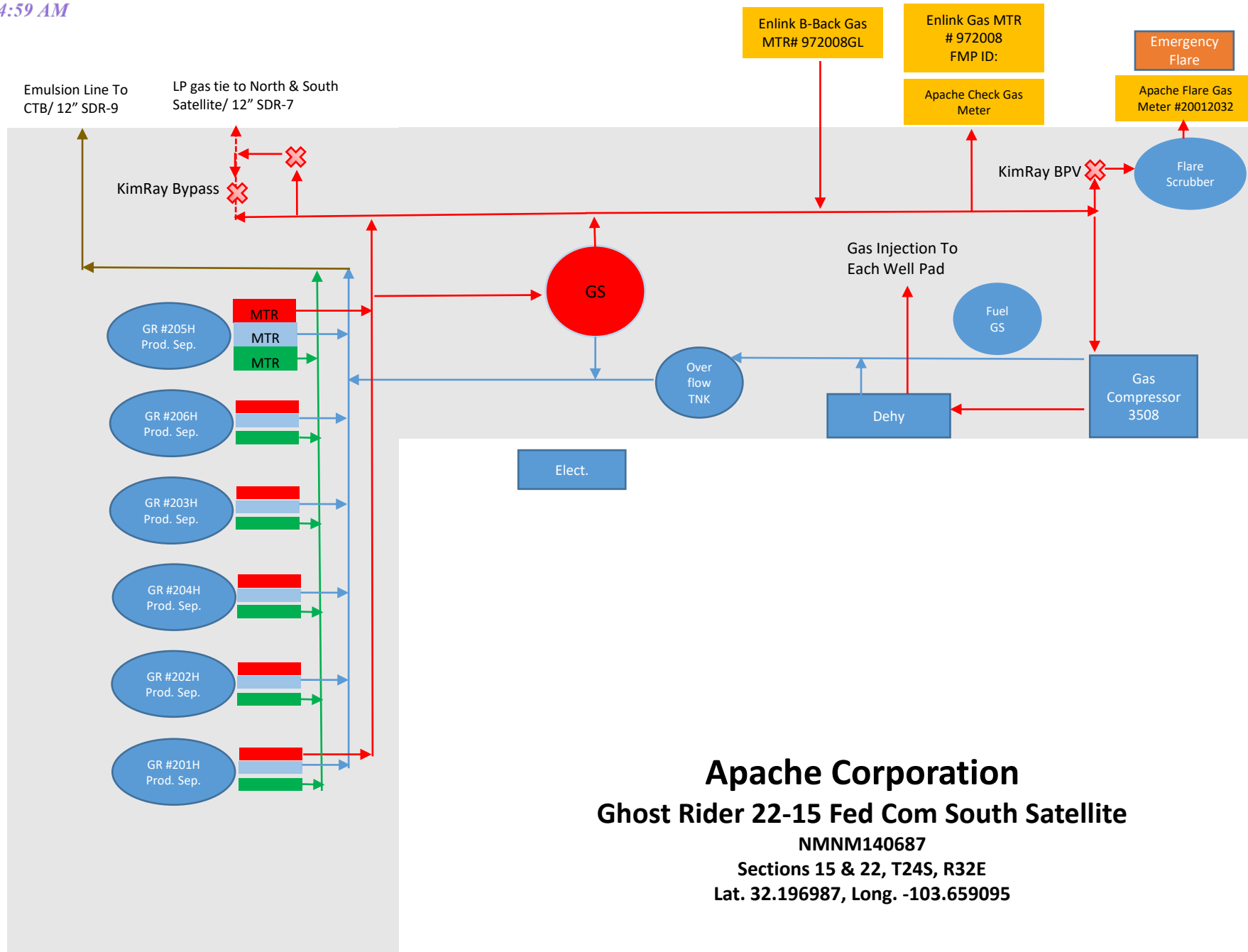
Filter Separator: 12-3/4" x 7' S/S 1440# HZ & Spiral B-Tex

Flare Gas Scrubber MFG: Quality MFG Inc., 30"x 10', 125 PSI, DOM: 2013, SN# QM-2124

Flare MFG: Aereon, Size: 8"x 20', DOM: N/A, SN# FS00001868

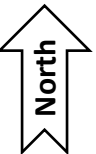
Wells Producing At This Facility

- GR #201H
- 30-025-45645
- GR #202H
- 30-025-45769
- GR #203H
- 30-025-45770
- GR #204H
- 30-025-45771
- GR #205H
- 30-025-45772
- GR #206H
- 30-025-45773



Green = Oil Lines  
Red = Gas Lines  
Blue = Water Lines  
Brown = Emulsion Lines

**Apache Corporation**  
**Ghost Rider 22-15 Fed Com South Satellite**  
NMNM140687  
Sections 15 & 22, T24S, R32E  
Lat. 32.196987, Long. -103.659095



**Apache Corporation**  
**Ghost Rider Fed Com 22-15 South Satellite**  
**NMNM140687**  
**Sections 15 & 22, T24S, R32E**  
**Lat. 32.196987, Long. -103.659095**

Equipment Inventory:

Prod. Sep. #205 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2018, SN# 6170  
Prod. Sep. #206 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6169  
Prod. Sep. #203 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6208  
Prod. Sep. #204 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2018, SN# 6171  
Prod. Sep. #202 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6207  
Prod. Sep. #201 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6206

Water Tank #1 MFG: Accurate Inc. 500 bbl, DOM: 12/ 2012, SN# T10208

Flare Gas Scrubber MFG: Hi-Tech, 48"x 10' , PSI: 125#, DOM: 2019, SN# HTP-2045

Flare MFG: Vaprox, Size: ???, DOM: 2019, Pilot BTU/Hr 10,000, SN# APAC-0032

Gas Comp #1 MFG: Kodiak Gas, Size: 3516, Serial# 3348

Compressor Gas Lift Scrubber MFG: Hi-Tech, 48"x 10' , PSI: 125#, DOM: 2019, SN# HTP-2046  
Compressor Fuel Gas Scrubber MFG: Global 30"x 10' , PSI: 125#, DOM: N/A SN# N/A

Dehy Manufacturer: Bold, Serial # D-102

1.200 BTU/HR Glycol Regen w/ 24"x 25' S/S 8T 1440#

Filter Separator: 12-3/4" x 7' S/S 1440# HZ & Spiral B-Tex

Flame Arrestor: Flameco, Model: SB16-8, SN# 1810-57D, BTU/HR 300 MM

Stacke: 24"x 10'



## United States Department of the Interior

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



AUG 09 2021

In Reply Refer To:

NMNM140687  
3105.2 (NM920)

AUG 03 2021

Permian-Midland  
Land T. I.

Reference:

Communitization Agreement

Ghost Rider 22-15 Federal Com #201H, #202H, #203H, #204H, #205H, #206H

Section 15: SE, NESW, SESW

Section 22: E2, E2W2

T. 24 S., R. 32 E., N.M.P.M.

Lea County, NM

Apache Corporation  
303 Veterans Airpark Lane, Ste. 3000  
Midland, TX 79705

Ms. Baker:

Enclosed is an approved copy of Communitization Agreement NMNM140687 involving 200 acres of Federal land in lease NMNM39880, 40 acres of Federal land in lease NMNM29694, and 480 acres of Federal land in lease MMLC062269A, Lea County, New Mexico, which comprise a 720 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2, E2W2 of Sec. 22 and the SE, NESW, SESW of Sec. 15, T. 24 S., R. 32 E., NMPM, Lea County, NM, and is effective August 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

INTERIOR REGION 5 - MISSOURI BASIN  
Kansas, Most of Montana, North Dakota,  
Nebraska, South Dakota

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

INTERIOR REGION 7 - UPPER  
COLORADO BASIN  
Colorado, New Mexico, Utah, Wyoming



If you have any questions regarding this approval, please contact Melissa Luksa at [mluksa@blm.gov](mailto:mluksa@blm.gov) or Jordan Yawn at (505) 954-2138 or [jyawn@blm.gov](mailto:jyawn@blm.gov).

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

Sincerely,

KYLE  
PARADIS

Digitally signed by  
KYLE PARADIS  
Date: 2021.08.03  
09:02:29 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2, E2W2 of Sec. 22 and the SE, NESW, SESW of Sec. 15, T. 24 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

**AUG 03 2021**

**KYLE  
PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2021.08.03 12:51:27  
-06'00'

---

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: August 1, 2019

Contract No.: NMNM140687

RECEIVED

AUG 28 2019

Federal Communitization AgreementContract No. NMNM 1406 87BLM, NMSO  
SANTA FE

THIS Communitization Agreement ("Agreement") entered into as of the 1 day of August, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

1. The lands covered by this Agreement (hereinafter referred to as "Communitized Area") are described as follows and depicted on "Exhibit A":

Township 24 South, Range 32 East, N.M.P.M.

Section 22: E/2, E/2W/2

Section 15: SE/4, NE/4SW/4, SE/4SW/4 (AKA E/2S/2 and E/2W/2S/2)

Lea County, New Mexico

Containing 720 acres, this Agreement shall include the Bone Springs formation underlying said lands and the crude oil and associated natural gas (hereafter referred to as "Communitized Substances,") producible from such formation.

2. Attached hereto, and made a part of this Agreement for all purposes is Exhibit "A", a plat designating the Communitized Area and, Exhibit "B", designating the operator of the Communitized Area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the Communitized Area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the Communitized Area.
3. The Operator of the Communitized Area shall be Apache Corporation, 303 Veterans Airpark Lane, Suite 1000, Midland, TX 79705. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this

Agreement. A successor operator may be designated by the owners of the working interest in the Communitized Area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the Communitized Area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The Communitized Area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all Communitized Substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this Agreement.

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

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

9. Production of Communitized Substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This Agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this Agreement is August 1, 2019, and it shall become effective as of this date or from the onset of production of Communitized Substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as Communitized Substances are, or can be, produced from the Communitized Area in paying quantities: Provided, that prior to production in paying quantities from the Communitized Area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Communitized Area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this Agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this Agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the Communitized Area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This Agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this Agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of

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

**OPERATOR**  
**APACHE CORPORATION:**

By: Amy D. Lindsey  
Amy D. Lindsey, Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this 5<sup>TH</sup> day of AUGUST, 2019, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared Amy D. Lindsey, known to me to be the Attorney in Fact of Apache Corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



## My Commission Expires

Steven M. Schwartz  
Notary Public



**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT  
WORKING INTEREST**

**COMMUNITIZATION AGREEMENT:** \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Apache Corporation, the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_

Amy D. Lindsey

Printed: \_\_\_\_\_

Amy D. Lindsey

TITLE: Attorney in Fact

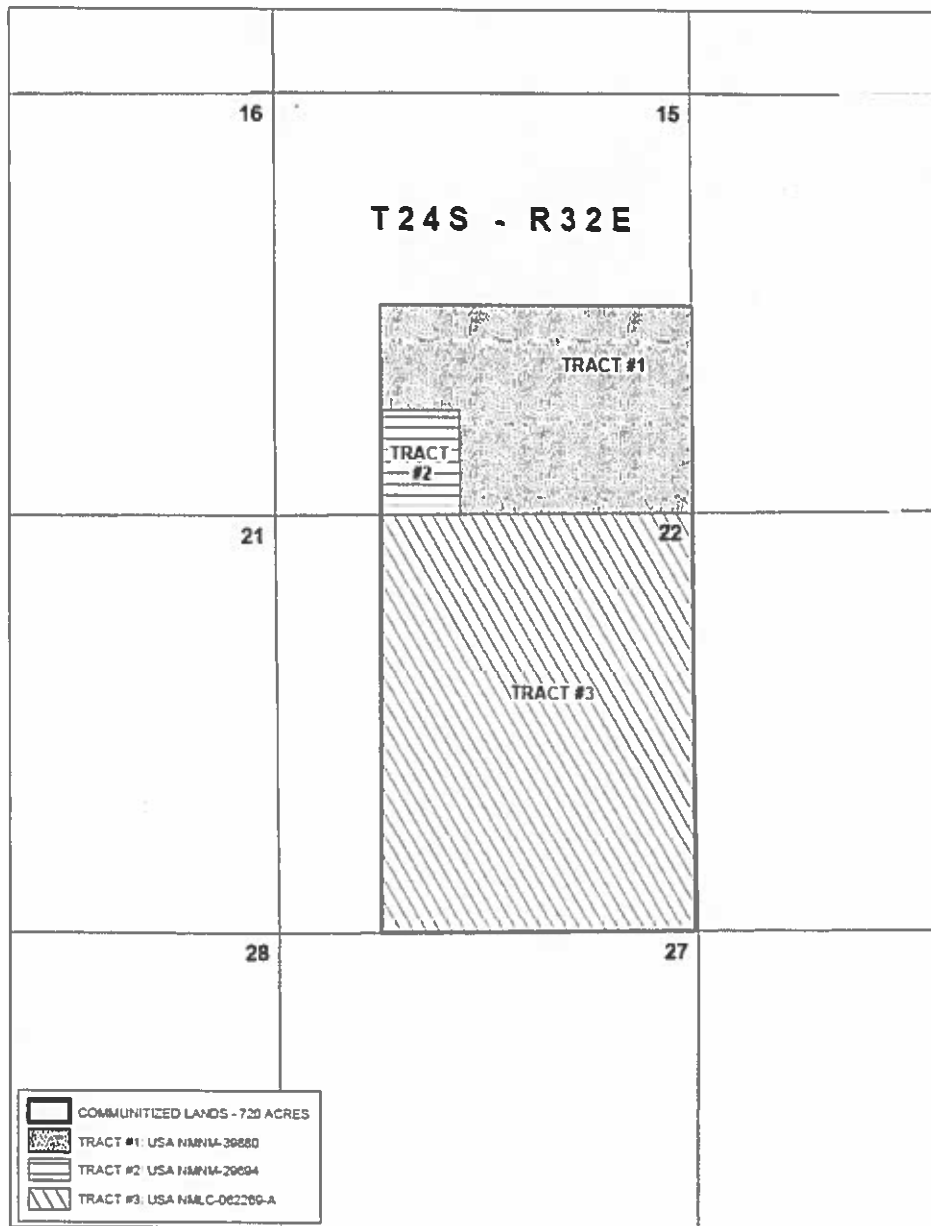
Phone number: (432) 818-1058

Email: amy.lindsey@apachecorp.com

**EXHIBIT "A"**

To Communitization Agreement dated August 1, 2019 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Plat of Communitized Area covering 720 acres, more or less, being E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, Lea County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement dated August 1, 2019 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Apache Corporation

**DESCRIPTION OF LEASES COMMITTED**

**Tract No.1**

Serial Number:	NMNM-39880
Lessor:	The United States of America
Lessee:	M.H. McGrail.
Date:	September 1, 1959
Lands Covered by Lease:	Township 24 South, Range 32 East Section 15: E/2, N/2SW/4, S/2NW/4, NW/4NW/4
Total Acreage Covered by Lease:	520 acres, more or less
Primary Term:	5 years and so long thereafter as oil or gas is produced in paying quantities
Recorded:	Lease of Oil and Gas Lands under the Act of February 25, 1920, as amended, recorded as Serial 39880, Bureau of Land Management, Santa Fe, New Mexico
Description of Land Committed:	Insofar and only insofar as the lease covers: <u>Township 24 South, Range 32 East</u> Section 15: S/2E/2, NE/4SW/4 (AKA SE/4, NE/4SW/4)
Royalty:	12.5%
Present Lessee:	CHEVRON U.S.A. INC.
Number of Acres:	200 acres, more or less
Royalty Rate:	12.5%
Name of ORRI Owners:	None
Name and Percent Working Interest Owners:	Chevron U.S.A. Inc. 100%

**Tract No. 2**

Lease Serial Number: USA NMNM-29694

Lease Date: March 1, 1977

Lease Term: 5 years

Lessor: The United States of America

Lessee: Exxon Corporation

Present Lessee: XTO Holdings, LLC.

Lands Covered by Lease: Township 24 South, Range 32 East  
Section 15: S2/SW/4

Total Acreage Covered by Lease: 80 acres, more or less

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 15: SE/4SW/4

Number of Acres Committed: 40 acres, more or less

Royalty Rate: Escalating royalty from 12.5% to as high as 25%  
depending upon the average production for the  
calendar month in barrels per day per month.

Name of ORRI Owners: None

Name and Percent Working Interest  
Owners: XTO Holdings, LLC: 100%

**Tract No. 3**

Lease Serial Number: USA NMLC-062269-A

Lease Date: December 1, 1950

Lessor: United States of America, through the  
Department of the Interior, Bureau of Land  
Management

Lessee: R.H. Ernest

Lands Covered: Township 24 South, Range 32 East  
Section 22: All; except NW/4NW/4

Total Acreage Covered by Lease: 600 acres

Lease Term: 5 years and so long thereafter as producing oil or gas

Royalty Rate: 12.5%

Present Lessees: Apache Corporation  
Chisos, Ltd.  
XTO Holdings, LLC

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2W/2

Number of Acres: 480 acres, more or less

Royalty Rate: 12.5%

Name of ORRI Owners: Katherine K. McIntyre, Gale Ware Carlberg, Worth D. Ware, Jr Trust No. II, CBR Oil Properties, LLC, Nancy J. Allen, Susan J. Croft, Jamie E. Jennings, O.E. Bradley, White Pine Petroleum Corporation, Max Minerals, LLC, Encanto Minerals, LLC, Carolyn Bradley Smith and Union National Bank Wichita, Kansas, Co-Trustees of the Carolyn Bradley Smith Revocable Trust; Manix Energy, LLC; John and Theresa Hillman Family Properties, LP; Chisos, Ltd;

Name and Percent Working Interest Owners:

Apache Corporation:	89.0625%
XTO Holdings, LLC:	7.1875%
Chisos, LTD:	3.75%

### RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200	27.777778%
2	40	5.555555%
3	480	66.666667%
Total	720	100.00%

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 10/5/2023 8:02 AM

NMNM105725509

Page 1 of 2

**Authority**02-25-1920;041STAT0437;30USC181;MINERAL LEASING  
ACT OF 1920**Total Acres**

720.0000

**Serial Number**

NMNM105725509

**Case File Jurisdiction****Legacy Serial No**  
NMNM 140687**Product Type** 318310 COMMUNITIZATION AGREEMENT**Commodity** Oil & Gas**Lease Issued Date****Case Disposition** AUTHORIZED**CASE DETAILS**

NMNM105725509

Case Name	C-8310204	Split Estate	Fed Min Interest	
Effective Date	08/01/2019	Split Estate Acres	Future Min Interest	No
Expiration Date		Royalty Rate	Future Min Interest Date	
Land Type		Royalty Rate Other	Acquired Royalty Interest	
Formation Name	BONE SPRING	Approval Date	Held In a Producing Unit	No
Parcel Number		Sale Date	Number of Active Wells	
Parcel Status		Sales Status		
Participating Area		Total Bonus Amount	0.00	Production Determination
Related Agreement		Tract Number	Lease Suspended	No
Application Type		Fund Code	Total Rental Amount	

**CASE CUSTOMERS**

NMNM105725509

Name & Mailing Address	Interest Relationship	Percent Interest
APACHE CORPORATION NEW MEXICO STATE OFFICE	303 VETERNS AIRPARK LN 301 DINOSAUR TRAIL MIDLAND TX 79705-4572 SANTA FE NM 87508	OPERATOR OFFICE OF RECORD 100.000000 0.000000

**LAND RECORDS**

NMNM105725509

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0240S	0320E	015	Aliquot		E2SW,SE	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0240S	0320E	022	Aliquot		E2,E2W2	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

**CASE ACTIONS**

Action Date	Date Filed	Action Name	Action Status	Action Information	NMNM105725509
08/01/2019	08/01/2019	ACRES-FED INT 100%	APPROVED/ACCEPTED	Action Remarks: 720.00;100%	
08/01/2019	08/01/2019	CASE ESTABLISHED	APPROVED/ACCEPTED		
08/01/2019	08/01/2019	EFFECTIVE DATE	APPROVED/ACCEPTED	Action Remarks: /A/	
08/01/2019	08/01/2019	FORMATION	APPROVED/ACCEPTED	Action Remarks: BONE SPRING;	
08/28/2019	08/28/2019	PROPOSAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: CA RECD;	
11/20/2019	11/20/2019	AGRMT PRODUCING	APPROVED/ACCEPTED	Action Remarks: NMNM140687,#201H	
08/03/2021	08/03/2021	AGREEMENT / PA APPROVED	APPROVED/ACCEPTED		
12/23/2021	12/23/2021	AGRMT VALIDATED	APPROVED/ACCEPTED		

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105725509

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105371000	NMNM 0039880	AUTHORIZED	FEDERAL	01		08/01/2019	200.0000	27.780000
NMNM105321401	NMNM 029694	AUTHORIZED	FEDERAL	02		08/01/2019	40.0000	5.550000
NMNM105734885	NMLC 0062269A	AUTHORIZED	FEDERAL	03		08/01/2019	480.0000	66.670000

**LEGACY CASE REMARKS**

NMNM105725509

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action Information on this report for similar data.

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

Run Date/Time: 10/5/2023 8:02 AM

NMNM105725509

Page 2 of 2

Line Number	Remark Text
0001	/A/RECAPITULATION EFFECTIVE 08/01/2019
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST
0003	1 NMNM39880 200.00 27.78
0004	2 NMNM29694 40.00 5.55
0005	3 NMLC062269A 480.00 66.67
0006	TOTAL 720.00 100.00

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

Federal Communitization Agreement

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

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

## WITNESSETH:

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

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

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

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

1. The lands covered by this Agreement (hereinafter referred to as "Communitized Area") are described as follows and depicted on "Exhibit A":

Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2 W/2  
Section 15: SE/4, NE/4 SW/4, SE/4 SW/4  
Lea County, New Mexico

Containing 720 acres, and this Agreement shall include the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "Communitized Substances", producible from such formation.

2. Attached hereto, and made a part of this Agreement for all purposes is Exhibit "A", a plat designating the Communitized Area and, Exhibit "B", designating the operator of the Communitized Area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the Communitized Area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the Communitized Area.
3. The Operator of the Communitized Area shall be Apache Corporation, 2000 Post Oak Boulevard, Suite 100, Houston, TX 77056. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this Agreement. A

successor operator may be designated by the owners of the working interest in the Communitized Area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the Communitized Area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The Communitized Area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all Communitized Substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this Agreement.

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

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

9. Production of Communitized Substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This Agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this Agreement is August 1, 2022, and it shall become effective as of this date or from the onset of production of Communitized Substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as Communitized Substances are, or can be, produced from the Communitized Area in paying quantities: Provided, that prior to production in paying quantities from the Communitized Area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Communitized Area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this Agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this Agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the Communitized Area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This Agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

OPERATOR  
APACHE CORPORATION: LM

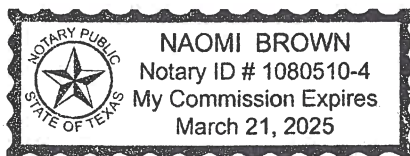
1/4/23  
Date

By: [Signature]  
Justin R. Matthews, Attorney in Fact PM

#### ACKNOWLEDGEMENT

STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me this 4<sup>th</sup> day of January, 2023 by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
My Commission Expires 3-21-2025

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

**APACHE CORPORATION: LM**

1/4/23  
Date

By: [Signature]  
Printed Name: JUSTIN R. MATTHEWS *LM*  
Title: ATTORNEY IN FACT

**CHEVRON U.S.A. INC.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**XTO HOLDINGS, L.L.C.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHISOS, LTD.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

APACHE CORPORATION

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


---

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHEVRON U.S.A. INC.:

10/12/22  
Date

By:   
Printed Name: Brian J. Wilson  
Title: ATTORNEY-IN-FACT

XTO HOLDINGS, L.L.C.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHISOS, LTD.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

**APACHE CORPORATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

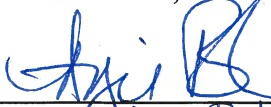
**CHEVRON U.S.A. INC.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**XTO HOLDINGS, L.L.C.:**

\_\_\_\_\_  
Date

By:   
Printed Name: Angie Repka - Permian Land Manager  
Title: Attorney-in-fact

**CHISOS, LTD.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**APACHE CORPORATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHEVRON U.S.A. INC.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

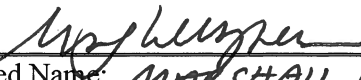
**XTO HOLDINGS, L.L.C.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHISOS, LTD.:**

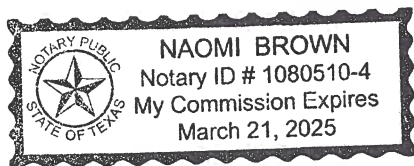
11-29-22  
Date

By:   
Printed Name: MARSHALL BAKER  
Title: CEO

# ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this 4th day of January, 2023 by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.



[Signature]  
 Notary Public, State of Texas  
 My Commission Expires 3-21-2025

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for Chevron U.S.A. Inc., a Pennsylvania Corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

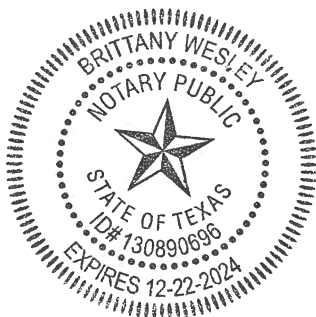
STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ Company, on behalf of said limited liability company.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF Texas           §  
                                      §  
 COUNTY OF Harris       §

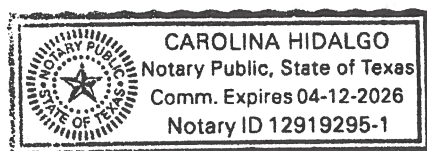
This instrument was acknowledged before me this 19<sup>th</sup> day of October, 2022 by Ben J. Wilson, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania Corporation, on behalf of said corporation.



Brittany Wesley  
 Notary Public, State of Texas  
 My Commission Expires 12-22-2024

STATE OF Texas §  
 COUNTY OF Harris §

This instrument was acknowledged before me this 15 day of September, 2022 by Angie Repka, as General Counsel for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.



[Signature]  
 Notary Public, State of Texas  
 My Commission Expires 04-12-2026

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for Chisos, Ltd., a Domestic Limited Partnership, on behalf of said partnership.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF Texas §  
 COUNTY OF Harris §

This instrument was acknowledged before me this 29 day of November, 2022 by Marshall Baker, as CEO for Chisos, Ltd., a Domestic Limited Partnership, on behalf of said partnership.

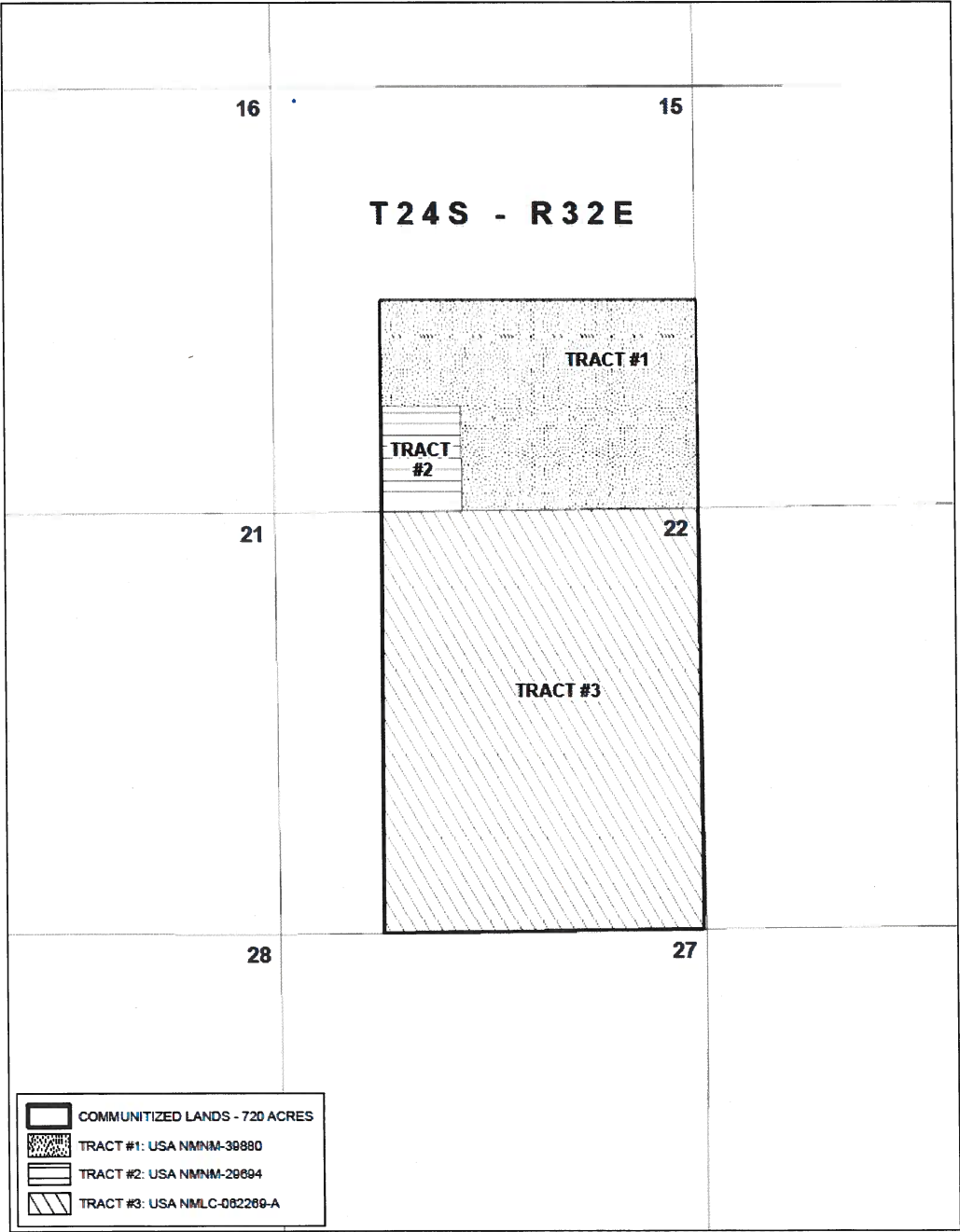
\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires 7/10/2024



**EXHIBIT "A"**

To Communitization Agreement dated August 1, 2022 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Plat of Communitized Area covering 720 acres, more or less, being E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, Lea County, New Mexico





**EXHIBIT "B"**

To Communitization Agreement dated August 1, 2022 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

**Operator of Communitized Area:** Apache Corporation

DESCRIPTION OF LEASES COMMITTED

**Tract No.1**

Lease Serial Number: NMNM-0039880

Description of Land Committed: Insofar and only insofar as the lease covers:  
Township 24 South, Range 32 East  
Section 15: S/2E/2, NE/4SW/4 (AKA SE/4, NE/4SW/4)

Number of Acres: 200 acres, more or less

Lessee of Record: Chevron U.S.A. Inc.

Name and Percent Working Interest Owners: Chevron U.S.A. Inc. 100%

**Tract No. 2**

Lease Serial Number: USA NMNM-029694

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 15: SE/4SW/4

Number of Acres: 40 acres, more or less

Lessee of Record: XTO Holdings, LLC

Name and Percent Working Interest Owners: XTO Holdings, LLC: 100%

**Tract No. 3**

Lease Serial Number: USA NMLC-062269-A

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2W/2

Number of Acres: 480 acres, more or less

Lessees of Record: Apache Corporation  
XTO Holdings, LLC

Name and Percent  
Working Interest Owners: Apache Corporation: 89.0625%  
XTO Holdings, LLC: 7.1875%  
Chisos, LTD: 3.75%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200	27.78%
2	40	5.55%
3	<u>480</u>	<u>66.67%</u>
Total	720	100.00%

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 10/5/2023 8:04 AM

NMNM105808301

Page 1 of 1

Authority	Total Acres	Serial Number
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	720.0000	NMNM105808301
	Case File Jurisdiction	Legacy Serial No
Product Type COMMUNITIZATION AGREEMENT		
Commodity Oil & Gas		Lease Issued Date
Case Disposition SUBMITTED		

CASE DETAILS				NMNM105808301
Case Name	C-8400056	Split Estate	Fed Min Interest	
Effective Date	08/01/2022	Split Estate Acres	Future Min Interest	No
Expiration Date		Royalty Rate	Future Min Interest Date	
Land Type		Royalty Rate Other	Acquired Royalty Interest	
Formation Name	Wolfcamp	Approval Date	Held In a Producing Unit	No
Parcel Number		Sale Date	Number of Active Wells	
Parcel Status		Sales Status		
Participating Area		Total Bonus Amount	0.00	Production Determination Non-Producing
Related Agreement		Tract Number	Lease Suspended	No
Application Type		Fund Code	Total Rental Amount	

CASE CUSTOMERS				NMNM105808301
Name & Mailing Address			Interest Relationship	Percent Interest
APACHE CORPORATION	2000 POST OAK BLVD STE 100	HOUSTON TX 77056	OPERATOR	100.000000

### LAND RECORDS

CASE ACTIONS					NMNM105808301
Action Date	Date Filed	Action Name	Action Status	Action Information	
01/05/2023	01/05/2023	ADD CASE LANDS	DRAFT	Action Effective Date: 2022-08-01 Case Action Status Date: 2023-01-12	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO							NMNM105808301	
Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105371000	NMNM 0039880	SUBMITTED	FEDERAL	01			200.0000	27.780000
NMNM105321401	NMNM 029694	SUBMITTED	FEDERAL	02			40.0000	5.550000
NMNM105734885	NMLC 0062269A	SUBMITTED	FEDERAL	03			480.0000	66.670000


NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

[EXTERNAL] Well Name: Batch Sundry, Sundry Id: 2758791, Notification of Batch Sundry Received



AFMSS <blm-afmss-notifications@blm.gov>

To  Fulton, Alicia

 If there are problems with how this message is displayed, click here to view it in a web browser.

## The Bureau of Land Management

### Notice Of Intent Receipt

- Operator Name: **APACHE CORPORATION**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2758791**

The BLM received your Notice Of Intent, Commingling (Surface) sundry on 11/07/2023. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

---

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Fulton, Alicia](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle Q](#); [Walls, Christopher](#); [Clelland, Sarah, EMNRD](#)  
**Subject:** Approved Administrative Order PLC-947  
**Date:** Friday, January 17, 2025 12:18:55 PM  
**Attachments:** [PLC947 Order.pdf](#)

NMOCD has issued Administrative Order PLC-947 which authorizes Apache Corporation (873) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49358	Ghost Rider 22 15 Federal Com #1H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-49333	Ghost Rider 22 15 Federal Com #2H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-49357	Ghost Rider 22 15 Federal Com #3H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-46884	Ghost Rider 22 15 Federal Com #101H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-46891	Ghost Rider 22 15 Federal Com #102H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-46892	Ghost Rider 22 15 Federal Com #103H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-45645	Ghost Rider 22 15 Federal Com #201H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-45769	Ghost Rider 22 15 Federal Com #202H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-45770	Ghost Rider 22 15 Federal Com #203H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-45771	Ghost Rider 22 15 Federal Com #204H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-45772	Ghost Rider 22 15 Federal Com #205H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-45773	Ghost Rider 22 15 Federal Com #206H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-50231	Ghost Rider 22 15 Federal Com #401H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-50230	Ghost Rider 22 15 Federal Com #402H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-49344	Ghost Rider 22 15 Federal Com #403H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-49362	Ghost Rider 22 15 Federal Com #404H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	98248
30-025-49361	Ghost Rider 22 15 Federal Com #405H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	98248

The administrative order is attached to this email and can also be found online at OCD Imaging.

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 contact me.


Dean McClure  
Petroleum Engineer, Oil Conservation Division  
New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211

[EXTERNAL] Well Name: Batch Sundry, Sundry Id: 2758791, Notification of Batch Sundry Received



AFMSS <blm-afmss-notifications@blm.gov>

To  Fulton, Alicia

 If there are problems with how this message is displayed, click here to view it in a web browser.

## The Bureau of Land Management

### Notice Of Intent Receipt

- Operator Name: **APACHE CORPORATION**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2758791**

The BLM received your Notice Of Intent, Commingling (Surface) sundry on 11/07/2023. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

---



Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
GHOST RIDER 22	401H	3002550231	NMNM039880	NMNM039880	APACHE
GHOST RIDER 22	103H	3002546892	NMNM039880	NMNM140687	APACHE
GHOST RIDER 22	3H	3002549357	NMNM039880	NMNM039880	APACHE
GHOST RIDER	204H	3002545771	NMLC062269A	NMNM140687	APACHE
GHOST RIDER	202H	3002545769	NMLC062269A	NMNM140687	APACHE
GHOST RIDER 22	402H	3002550230	NMNM039880	NMNM039880	APACHE
GHOST RIDER 22	1H	3002549358	NMNM039880	NMNM039880	APACHE
GHOST RIDER 22	102H	3002546891	NMNM039880	NMNM140687	APACHE
GHOST RIDER 22	2H	3002549333	NMNM039880	NMNM039880	APACHE
GHOST RIDER 22	405H	3002549361	NMNM039880	NMNM039880	APACHE
GHOST RIDER 22	404H	3002549362	NMNM039880	NMNM039880	APACHE
GHOST RIDER	203H	3002545770	NMLC062269A	NMNM140687	APACHE
GHOST RIDER	205H	3002545772	NMLC062269A	NMNM140687	APACHE
GHOST RIDER	201H	3002545645	NMLC062269A	NMNM140687	APACHE
GHOST RIDER 22	403H	3002549344	NMNM039880	NMNM039880	APACHE
GHOST RIDER	206H	3002545773	NMLC062269A	NMNM140687	APACHE
GHOST RIDER 22	101H	3002546884	NMNM039880	NMNM140687	APACHE

Notice of Intent

**Sundry ID:** 2758791

**Type of Submission:** Notice of Intent

**Date Sundry Submitted:** 11/09/2023

**Date proposed operation will begin:** 07/28/2023

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

**Time Sundry Submitted:** 12:51

**Procedure Description:** ghost rider wells to be surface commingled .application attached. All WIO/RIO/ORRI are the same.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

ADMINISTRATIVE\_CHECK\_LIST\_signed\_20231107092151.pdf

Operator

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

**Operator Electronic Signature:** ALICIA FULTON

**Signed on:** NOV 07, 2023 09:22 AM

**Name:** APACHE CORPORATION

**Title:** Sr. Regulatory Analyst

**Street Address:** 303 Veterans Airpark Lane

**City:** Midland**State:** TX

**Phone:** (432) 818-1088

**Email address:** Alicia.fulton@apachecorp.com

Field

**Representative Name:**

**Street Address:**

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

**Phone:**

**Email address:**

Form 3160-5  
(June 2019)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB No. 1004-0137  
Expires: October 31, 2021**SUNDRY NOTICES AND REPORTS ON WELLS**  
***Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.***

5. Lease Serial No.

6. If Indian, Allottee or Tribe Name

***SUBMIT IN TRIPLICATE - Other instructions on page 2***

1. Type of Well

☐ Oil Well ☐ Gas Well ☐ Other

2. Name of Operator

3a. Address

3b. Phone No. (include area code)

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)

7. If Unit of CA/Agreement, Name and/or No.

8. Well Name and No.

9. API Well No.

10. Field and Pool or Exploratory Area

11. Country or Parish, State

## 12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION				
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off	
	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input type="checkbox"/> Other	
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon		
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal		

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has detennined that the site is ready for final inspection.)

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)

Title

Signature

Date

**THE SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

Title 18 U.S.C Section 1001 and Title 43 U.S.C Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

## GENERAL INSTRUCTIONS

This form is designed for submitting proposals to perform certain well operations and reports of such operations when completed as indicated on Federal and Indian lands pursuant to applicable Federal law and regulations. Any necessary special instructions concerning the use of this form and the number of copies to be submitted, particularly with regard to local area or regional procedures and practices, are either shown below, will be issued by or may be obtained from the local Federal office.

## SPECIFIC INSTRUCTIONS

*Item 4* - Locations on Federal or Indian land should be described in accordance with Federal requirements. Consult the local Federal office for specific instructions.

*Item 13*: Proposals to abandon a well and subsequent reports of abandonment should include such special information as is required by the local Federal office. In addition, such proposals and reports should include reasons for the abandonment; data on any former or present productive zones or other zones with present significant fluid contents not sealed off by cement or otherwise; depths (top and bottom) and method of placement of cement plugs; mud or other material placed below, between and above plugs; amount, size, method of parting of any casing, liner or tubing pulled and the depth to the top of any tubing left in the hole; method of closing top of well and date well site conditioned for final inspection looking for approval of the abandonment. If the proposal will involve **hydraulic fracturing operations**, you must comply with 43 CFR 3162.3-3, including providing information about the protection of usable water. Operators should provide the best available information about all formations containing water and their depths. This information could include data and interpretation of resistivity logs run on nearby wells. Information may also be obtained from state or tribal regulatory agencies and from local BLM offices.

## NOTICES

The privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 181 et seq., 351 et seq., 25 U.S.C. 396; 43 CFR 3160.

PRINCIPAL PURPOSE: The information is used to: (1) Evaluate, when appropriate, approve applications, and report completion of subsequent well operations, on a Federal or Indian lease; and (2) document for administrative use, information for the management, disposal and use of National Resource lands and resources, such as: (a) evaluating the equipment and procedures to be used during a proposed subsequent well operation and reviewing the completed well operations for compliance with the approved plan; (b) requesting and granting approval to perform those actions covered by 43 CFR 3162.3-2, 3162.3-3, and 3162.3-4; (c) reporting the beginning or resumption of production, as required by 43 CFR 3162.4-1(c) and (d) analyzing future applications to drill or modify operations in light of data obtained and methods used.

ROUTINE USES: Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions in connection with congressional inquiries or to consumer reporting agencies to facilitate collection of debts owed the Government.

EFFECT OF NOT PROVIDING THE INFORMATION: Filing of this notice and report and disclosure of the information is mandatory for those subsequent well operations specified in 43 CFR 3162.3-2, 3162.3-3, 3162.3-4.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate proposed and/or completed subsequent well operations on Federal or Indian oil and gas leases.

Response to this request is mandatory.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

**BURDEN HOURS STATEMENT:** Public reporting burden for this form is estimated to average 8 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0137), Bureau Information Collection Clearance Officer (WO-630), 1849 C St., N.W., Mail Stop 401 LS, Washington, D.C. 20240

## Additional Information

### Batch Well Data

GHOST RIDER 22-15 FEDERAL COM 201H, US Well Number: 3002545645, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22-15 FEDERAL COM 204H, US Well Number: 3002545771, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22-15 FEDERAL COM 202H, US Well Number: 3002545769, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22-15 FEDERAL COM 203H, US Well Number: 3002545770, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22-15 FEDERAL COM 205H, US Well Number: 3002545772, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22-15 FEDERAL COM 206H, US Well Number: 3002545773, Case Number: NMNM140687, Lease Number: NMLC062269A,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 402H, US Well Number: 3002550230, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 401H, US Well Number: 3002550231, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 102H, US Well Number: 3002546891, Case Number: NMNM140687, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 103H, US Well Number: 3002546892, Case Number: NMNM140687, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 101H, US Well Number: 3002546884, Case Number: NMNM140687, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 2H, US Well Number: 3002549333, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 3H, US Well Number: 3002549357, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 405H, US Well Number: 3002549361, Case Number: NMNM039880, Lease Number: NMNM039880,

Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 1H, US Well Number: 3002549358, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 404H, US Well Number: 3002549362, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

GHOST RIDER 22 15 FEDERAL COM 403H, US Well Number: 3002549344, Case Number: NMNM039880, Lease Number: NMNM039880,  
Operator:APACHE CORPORATION

CONFIDENTIAL





September 27, 2023

Dean McClure  
Petroleum Engineer, Oil Conservation Division  
New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211

Re: Pool Commingle Application for Ghost Rider Federal Com Central Tank Battery  
E/2 and E/2 W/2 of Section 22 and SE/4 and E/2 SW/4 of Section 15  
Township 24 South, Range 32 East, Lea County, New Mexico  
County: Lea Co, New Mexico  
Pool: Trista Draw; Bone Spring (96603), WC-025 G-08 S243217P; UPR WOLFCAMP (98248)

Dear Mr. McClure:

Please find attached the commingle application for the Ghost Rider Federal COM Central Tank Battery. This application is necessary due to multiple leases and pools.

The working interest, royalty interest and overriding interest are identical. Commingling will not reduce the individual wells production or otherwise affect the interest owners. It is the most effective means of producing the reserves. The Surface commingle permit will be submitted separately for approval to the Bureau of Land Management

Apache request the option to include additional pools or leases within the defined parameters set forth in the Order for future additions pursuant to 19.15.12.10©(4)(g) NMAC with notice provided to only the interest owners of production to be added.

Future wells within the project areas approved by this Order may be added to this commingle authority by submittal of a sundry notice to the Engineering Bureau in Santa Fe

Should you have any questions or need further assistance, please do not hesitate to contact me at 432-818-1088

Best regards,

A handwritten signature in black ink that reads "alicia fulton".

Alicia Fulton  
EHS-Advisor -Regulatory  
[Alicia.fulton@apachecorp.com](mailto:Alicia.fulton@apachecorp.com)  
432-818-1088

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:** APACHE CORPORATION **OGRID Number:** 873  
**Well Name:** GHOST RIDER 22-15 FED COM **API:** \_\_\_\_\_  
**Pool:** TRISTE DRAW, BONE SPRING AND WC-025G-08S243217P;UPPR WLFC **Pool Code:** 96603 & 98248

**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.**

ALICIA FULTON

Print or Type Name

*alicia fulton*  
 Signature

10/31/2023

Date

432-818-1088

Phone Number

alicia.fulton@apachecorp.com

e-mail Address



September 26, 2023

**RE: Pool Commingle Application for Ghost Rider Federal Com Central Tank Battery**

**E/2 and E/2 W/2 of Section 22 and SE/4 and E/2 SW/4 of Section 15  
Township 24 South, Range 32 East, Lea County, New Mexico**

Ghost Rider 22 15 Federal Com 101H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 102H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 103H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 201H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 202H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 203H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 204H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 205H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 206H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 1H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 2H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 3H	TRISTE DRAW; BONE SPRING	96603
Ghost Rider 22 15 Federal Com 401H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 402H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 403H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 404H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248
Ghost Rider 22 15 Federal Com 405H	WC-025 G-08 S243217P; UPR WOLFCAMP	98248

Ladies and Gentleman:

Apache Corporation ("Apache"), as Operator, will be filing an application with the New Mexico Oil Conservation Division for approval of the above referenced commingle project. This letter serves to notice you that the operator and interest owners are identical for the wells listed above.

Best regards,

**APACHE CORPORATION**

Leslie E. Mullin, CPL  
Senior Landman



10/9/2023

Bureau of Land Management

RE: Request to Administratively Create Surface Commingling Authority  
 Ghost Rider Federal Com CTB  
 Lea County, New Mexico

Apache respectfully requests administrative approval to surface commingle at the Ghost Rider Federal Com CTB Facility.

**Proposal:**

Apache proposes to allocate production between the following wells based on frequent and periodic well tests, all located in: Section 15 and 22, T24S, R32E, N.M.P.M., Lea County, New Mexico:

Well Name	Well Number	API
GHOST RIDER 22 15 FEDERAL COM	#001H	30-025-49358
GHOST RIDER 22 15 FEDERAL COM	#002H	30-025-49333
GHOST RIDER 22 15 FEDERAL COM	#003H	30-025-49357
GHOST RIDER 22 15 FEDERAL COM	#101H	30-025-46884
GHOST RIDER 22 15 FEDERAL COM	#102H	30-025-46891
GHOST RIDER 22 15 FEDERAL COM	#103H	30-025-46892
GHOST RIDER 22 15 FEDERAL COM	#201H	30-025-45645
GHOST RIDER 22 15 FEDERAL COM	#202H	30-025-45769
GHOST RIDER 22 15 FEDERAL COM	#203H	30-025-45770
GHOST RIDER 22 15 FEDERAL COM	#204H	30-025-45771
GHOST RIDER 22 15 FEDERAL COM	#205H	30-025-45772
GHOST RIDER 22 15 FEDERAL COM	#206H	30-025-45773
GHOST RIDER 22 15 FEDERAL COM	#401H	30-025-50231
GHOST RIDER 22 15 FEDERAL COM	#402H	30-025-50230
GHOST RIDER 22 15 FEDERAL COM	#403H	30-025-49344
GHOST RIDER 22 15 FEDERAL COM	#404H	30-025-49362
GHOST RIDER 22 15 FEDERAL COM	#405H	30-025-49361

This commingling request is the most effective, economic means of producing the reserves and will not result in reduced royalty or improper measurement of production. The proposed commingling will reduce operating expenses by utilizing existing facilities as well as reduce the surface facility footprint associated with constructing a new battery.

**Measurement:**

The Ghost Rider 22 15 Federal Facility is located in Section 15, T24S, R32E, N.M.P.M., Lea County, New Mexico. All working interests have been committed to a single joint operating agreement, and all subject leases within Section 22: E/2 and E/2 W/2 and section 15: SE/4, NE/4 SW/4, and SE/4 SW/4 are being communitized on a 720 acre basis as to the Bone Spring and Wolfcamp. There will be identical interests groups ("Groups") producing into this battery. The Groups are listed below:

- **Bone Spring**
  - Leases: NMNM0039880, NMLC062269A, NMNM029694
  - Wells: Ghost Rider #1H, #2H, #3H, #101H, #102H, #103H, #201H, #202H, #203H, #204H, #205H, #206H
- **Wolfcamp**
  - Leases: NMNM0039880, NMLC062269A, NMNM029694
  - Wells: 401H, 402H, 403H, 404H, 405H

Bone Spring wells will be produced into one (1) three phase metering production separator and three (3) three phase metering testers. The individual wells producing into each of the three (3) three phase metering testers will be periodically alternated to provide fair allocation of oil and gas production on a pro-rata share.

Wolfcamp wells will be produced into one (1) three phase metering production separator and three (3) three phase metering testers. The individual wells producing into each of the three (3) three phase metering testers will be periodically alternated to provide fair allocation of oil and gas production on a pro-rata share.

Wells will be rotated through the metering tester(s) a regular basis. All wells will be tested in accordance with the plan above, avoiding mixing of the well stream fluids until processed through their own production trains. Commingling will occur after the oil leaves the separators and transferred to the oil/water storage tanks.

The above separator(s) and tester(s) will be equipped with Coriolis meters for oil measurement, magnetic flow meters for water measurement, and differential pressure/orifice plate meters for gas measurement. VRU gas volumes will be measured using a differential pressure/orifice plate meter and volume allocated back to each well utilizing a percentage of each wells monthly oil production.

Please advise if this request is acceptable. If additional information is required, please contact Alicia Fulton, Regulatory Analyst, at (432) 818-1088 or [alicia.fulton@apachecorp.com](mailto:alicia.fulton@apachecorp.com).

Sincerely,  
*Wesley Carleton*  
Wesley Carleton  
Facilities Engineer

# **GHOST RIDER 22-15**

## **Oil**

Crude Oil delivered from the GHOST RIDER 22-15 FED COM OI|61126 Central Tank Battery into Plains Pipeline is being sold under Apache's Contract – PLNS-01495.

This Contract represents the Crude Oil Type and Quality to be West Texas Intermediate (WTI) common stream type crude oil and/or condensate.

West Texas Intermediate (WTI) quality crude oil has a gravity less than 44 API gravity.

Apache is currently being paid on a NYMEX / Argus WTI-Midland pricing formula because our production meets the Crude Oil Quality Type and Quality for West Texas Intermediate (WTI) crude oil.

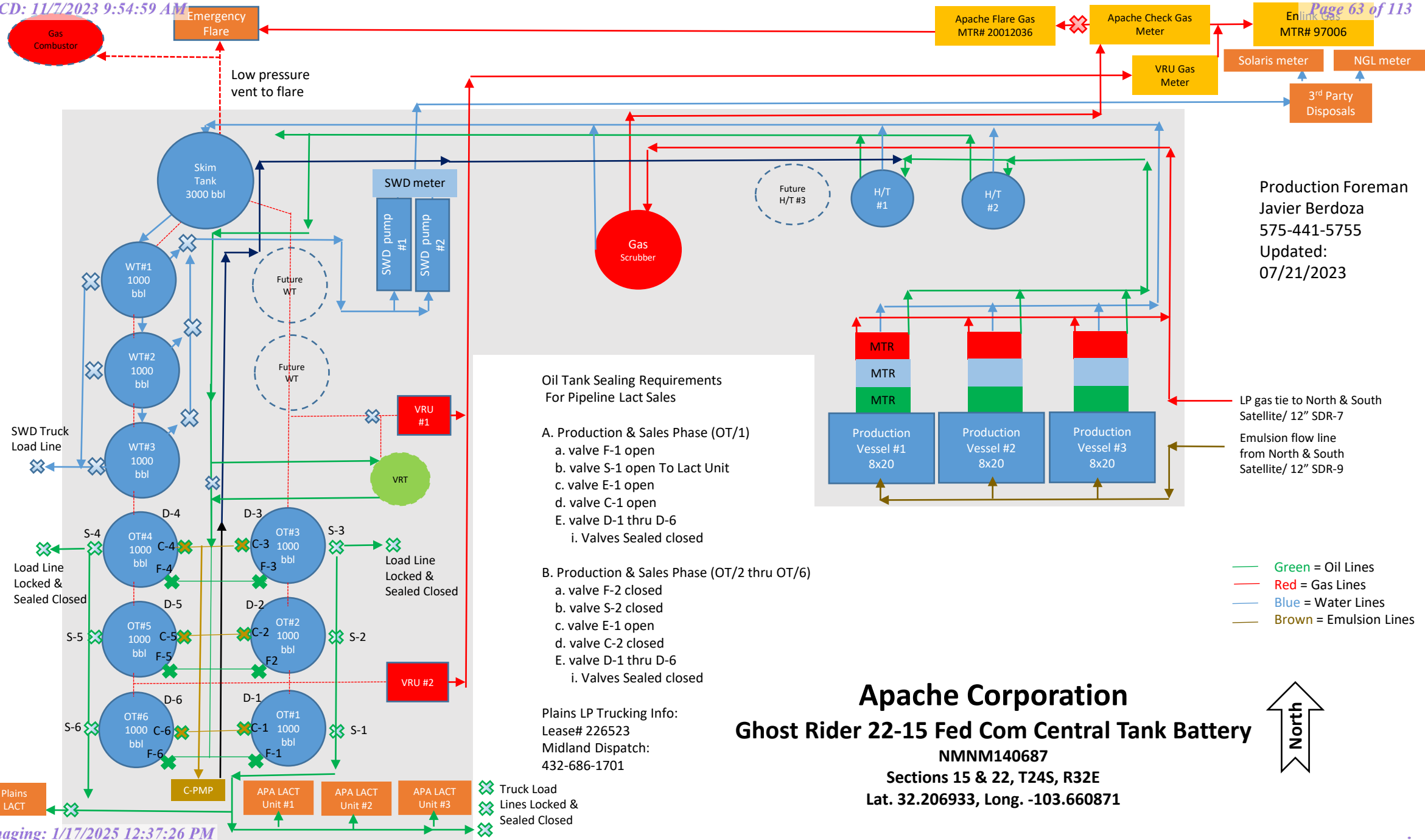
If the commingled production delivered from the GHOST RIDER 22-15 FED COM OI|61126 Central Tank Battery into Plains Pipeline exceeds 44 API gravity then the production would be classified as West Texas Light (WTL) and the pricing formula would have to be renegotiated. FYI- West Texas Light (WTL) is currently being priced less than West Texas Intermediate (WTI) price.

## **Gas**

Apache expects no difference to the price received from Delaware G&P for comingling the existing Bone Spring wells and the upcoming Avalon and Wolfcamp wells. The gas is processed at the same percentage regardless of volume and Apache is paid 100% of its liquids and residue gas. Apache is charged a gathering, treating and (potentially) a low volume fee. The gathering fee is \$.95016/mcf regardless of volume. The treating fee is linear equal to  $\$0.05 \times (\text{combined H}_2\text{S, CO}_2, \text{N}_2 \text{ mol percentage contained in the gas}) \times \text{delivered volume}$ . No treating fee if gas is <2% CO<sub>2</sub>. So it's a zero sum game where whether you keep the gas separate or comingled you will end up being charged the same. The low volume fee only comes into play if volumes at each meter are <300 Mcf per Month

Wells Producing  
At This Facility:

- GR #101H
- 30-025-46884
- GR #102H
- 30-025-46891
- GR #103H
- 30-025-46892
- GR #201H
- 30-025-45645
- GR #202H
- 30-025-45769
- GR #203H
- 30-025-45770
- GR #204H
- 30-025-45771
- GR #205H
- 30-025-45772
- GR #206H
- 30-025-45773





# Apache Corporation

## Ghost Rider 22-15 Fed Com Central Tank Battery

NMNM140687

Sections 15 & 22, T24S, R32E

Lat. 32.206933, Long. -103.660871

### Equipment Inventory: Central Tank Battery

Oil Tank #1 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15408  
Oil Tank #2 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15415  
Oil Tank #3 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15409  
Oil Tank #4 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15404  
Oil Tank #5 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15405  
Oil Tank #6 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15406

Skim Tank MFG: J&J Steel, 4oz, 3000 bbl, 29'-9"x 24'-0" , DOM: 2019, SN# 15065

Water Tank #1 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15411  
Water Tank #2 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15407  
Water Tank #3 MFG: Petrosmith Equip, 8oz, 1000 bbl, 21'-6"x 16', DOM: 8/2018, SN# T-15414

Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 112156-B  
Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 113012  
Truck LACT Unit #1 MFG: Smith Meter Inc., SN# 112156-C

Water Pump #1 MFG: Goulds Inc, SN# N752H558-4  
Water Pump #2 MFG: Goulds Inc., SN# N752H558-3  
Circulation Pump MFG: Roper, Inc. SN# N753H919-1

Air Compressor #1 MFG: Ingersoll, Size: 80 gal, SN# 2220760  
Air Compressor #2 MFG: Ingersoll, Size: 80 gal, SN# 2220702

Gas Scrubber MFG: Hi-Tech, 48"x 10', 125 PSI, DOM: 2019, SN# HTP-2044

Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5183  
Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5184  
Prod. Sep. #1 MFG: Global, 96"x 20, 125 PSI, DOM: 2018, SN# NI-5185

Vapor Recovery Unit #1 (N) MFG: Richardson Energy, 150HP, SN# 123687  
Vapor Recovery Unit #2 (S) MFG: Richardson Energy, 150HP, SN# 123568

Heater Treater #1 MFG: Global, 8'x 20' Vertical, 125 psi, DOM: 2018, SN# LV7495  
Flame Arrestor MFG: Flameco, Model: SB26-18, BTU: 1.0 MM, SN# 1807-719  
Stack Size: 8"x 18'

Heater Treater #2 MFG: Global, 8'x 20' Vertical, 125 psi, DOM: 2018, SN# LV7492  
Flame Arrestor MFG: Flameco, Model: SB26-18, BTU: 1.0 MM, SN# 1810-11D  
Stack Size: 8"x 18"

Future Added:

Combutor/ Incinerator MFG: Cimarron, SN: ECDAPA0026  
Size: 72"x 30'; Tip/ Nozzle Size; 2", DOB; 2023, 15mmBTU/hr

VRT/ Oil Tower MFG: Viking, 48"x 40', PSI: 75, DOM: 2023, SN# 11399

Flare MFG: Vaprox, Size: ??? , DOM: 2019, Pilot BTU/Hr 10,000, SN# APAC-0031,



**Apache Corporation**  
**Ghost Rider 22-15 Fed Com Central Tank Battery**  
**NMNM140687**  
**Sections 15 & 22, T24S, R32E**  
**Lat. 32.206933, Long. -103.660871**

Wells Producing At This Facility:

Ghost Rider 22-15 Fed. Com #101H  
• 30-025-46884  
Ghost Rider 22-15 Fed. Com #102H  
• 30-025-46891  
Ghost Rider 22-15 Fed. Com #103H  
• 30-025-46892  
Ghost Rider 22-15 Fed. Com #201H  
• 30-025-45645  
Ghost Rider 22-15 Fed. Com #202H  
• 30-025-45769  
Ghost Rider 22-15 Fed. Com #203H  
• 30-025-45770  
Ghost Rider 22-15 Fed. Com #204H  
• 30-025-45771  
Ghost Rider 22-15 Fed. Com #205H  
• 30-025-45772  
Ghost Rider 22-15 Fed. Com #206H  
• 30-025-45773

GR #1H  
• 30-025-49358  
GR #2H  
• 30-025-49333  
GR #3H  
• 30-025-49357  
GR #401H  
• 30-025-50231  
GR #402H  
• 30-025-50230  
GR #403H  
• 30-025-49344  
GR #404H  
• 30-025-49362  
GR #405H  
• 30-025-49361

Oil Tank Sealing Requirements  
For Pipeline Lact Sales

A. Production & Sales Phase (OT/1)

- a. valve F-1 open
- b. valve S-1 open To Lact Unit
- c. valve E-1 open
- d. valve C-1 open
- E. valve D-1 thru D-6
  - i. Valves Sealed closed

B. Production & Sales Phase (OT/2 thru OT/6)

- a. valve F-2 closed
- b. valve S-2 closed
- c. valve E-1 open
- d. valve C-2 closed
- E. valve D-1 thru D-6
  - i. Valves Sealed closed

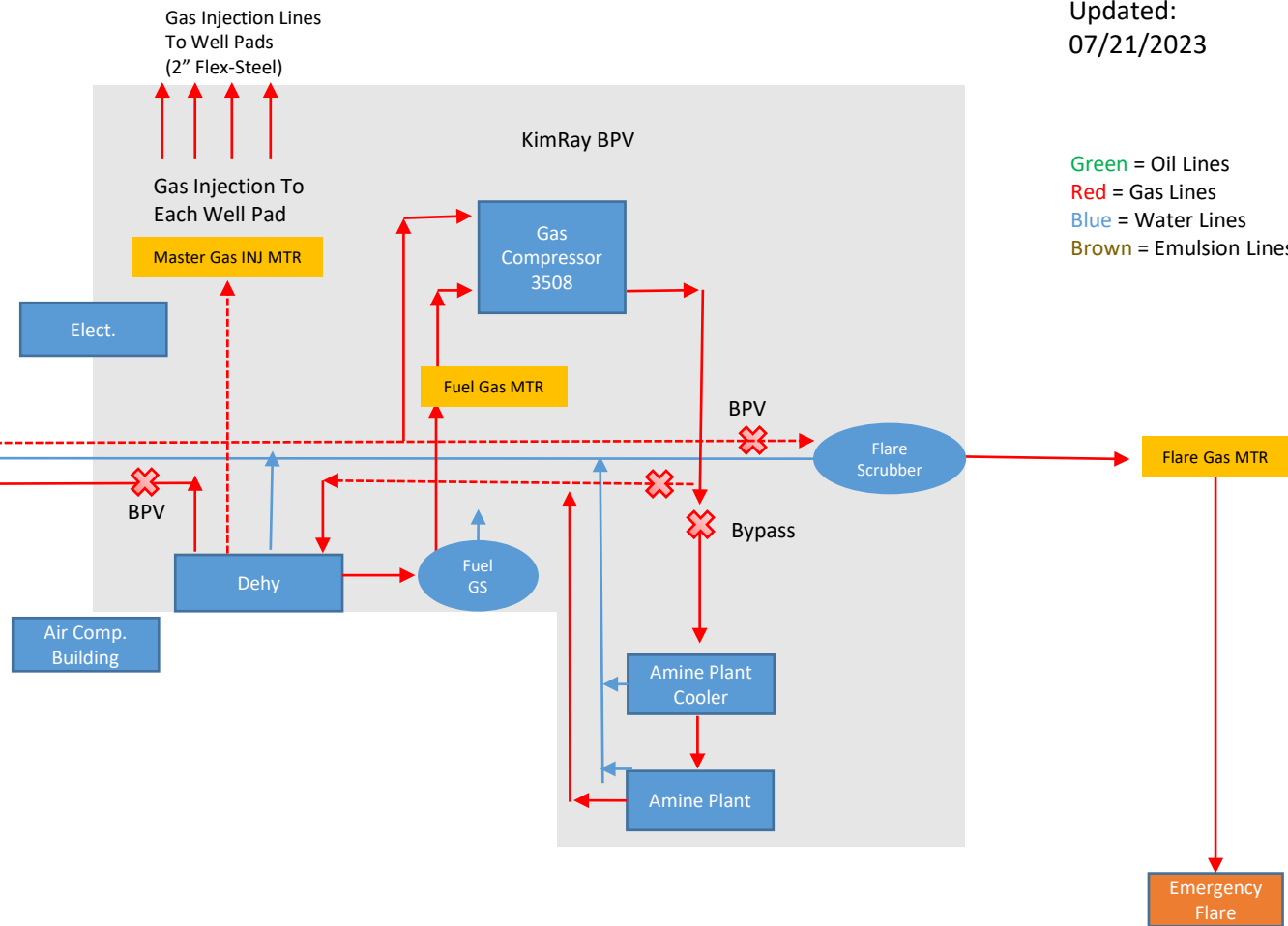
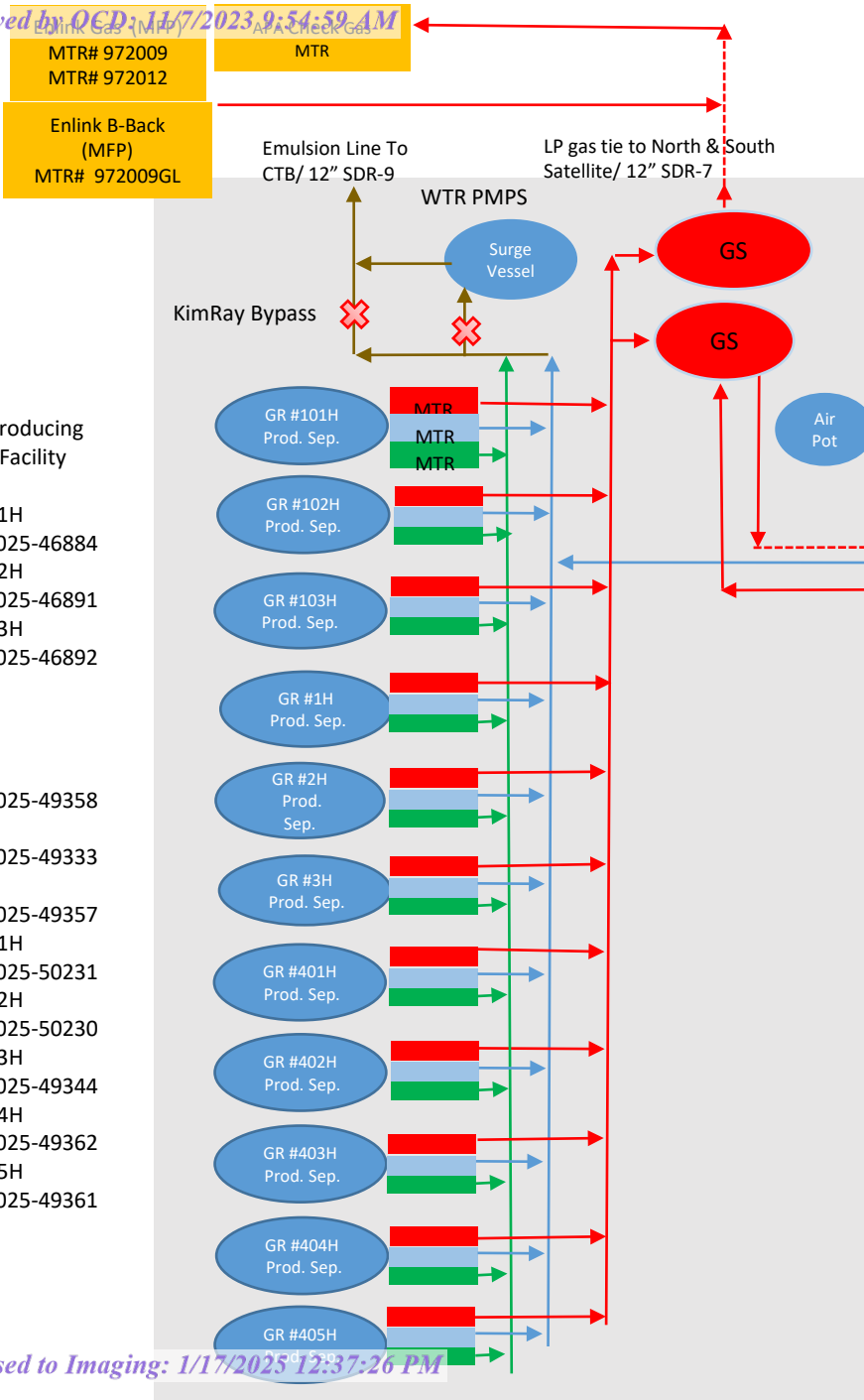


Production Foreman  
Javier Berdoza  
575-441-5755  
Updated:  
07/21/2023

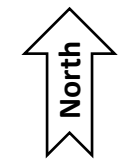
### Wells Producing At This Facility

- GR #101H  
• 30-025-46884  
GR #102H  
• 30-025-46891  
GR #103H  
• 30-025-46892

- GR #1H  
• 30-025-49358  
GR #2H  
• 30-025-49333  
GR #3H  
• 30-025-49357  
GR #401H  
• 30-025-50231  
GR #402H  
• 30-025-50230  
GR #403H  
• 30-025-49344  
GR #404H  
• 30-025-49362  
GR #405H  
• 30-025-49361



**Apache Corporation**  
**Ghost Rider 22-15 Fed Com North Satellite**  
Sections 15 & 22, T24S, R32E  
Lat. 32.215039, Long. -103.657439



# Apache Corporation

## Ghost Rider Fed Com 15-22 North Satellite

Sections 15 & 22, T24S, R32E  
Lat. 32.2159039, Long. -103.657439

### Equipment Inventory:

Prod. Sep. #101H MFG: Global Vessel, 72"x 16', 125 PSI, DOM: 2019, SN# NI-5794

Prod. Sep. #102H MFG: Permian Tank, 96"x 20', 125 PSI, DOM: 2020, SN# F8889

Prod. Sep. #103H MFG: Prod. Facilities Equip. 72"x 16' 250PSI, DOM: 2018, SN# HZ-3200-0918

Prod. Sep. #1H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5825

Prod. Sep. #2H MFG: Prod. Facilities, Size: 72"x16', PSI: 250, DOM: 2019, SN# 978

Prod. Sep. #3H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5830

Prod. Sep. #401H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5831

Prod. Sep. #402H MFG: Global, Size: 72"x 16', PSI: 250, DOM: 2019, SN# NI-5833

Prod. Sep. #403H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2724

Prod. Sep. #404H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2723

Prod. Sep. #405H MFG: PS, Size: 72"x 16', PSI: 250, DOM: 2019, SN# 2722

Serge/ Emulsion Sep. MFG: Accelerated, 72"x 20', 1440 PSI, DOM: 2019, SN# F52842-72495

Gas Scrubber #1 MFG: Exterran Inc, 48"x 10' 250 PSI, DOM: 2014, SN# OL313-1990

Gas Scrubber #2 MFG: Viking ,Size: 48"x10', PSI: 250, DOM: 2023, SN# 11454

Water PMP MFG: Griswold Inc. ,SN# 0040202860

Water PMP MFG: Griswold Inc. ,SN# 0040202858

Air Pot Scrubber MFG: Van Air, 250 PSI, DOM: 2020, SN# 0834-4178

Air Compressor #1 MFG: Ingersoll, 80 Gallon

Air Compressor #2 MFG: Ingersoll, 80 Gallon

Gas Comp #1 MFG: Kodiak Gas, Size: 3508, Serial# 3215

Compressor Fuel Gas Scrubber MFG: Global Vessel, 30"x 10', DOM: 2014, SN# 112781

Amine Cooler MFG: USA Comp./ Dragon Prod., SN# 11895

Amine Plant MFG: USA Comp./ Dragon Prod., SN# 12299

Dehy Manufacturer: Bold, Serial # D-061

3.00 BTU/HR Glycol Regen w/ 24"x 25' S/S 8T 1440#

Flame Arrestor: Flameco, Model: SB16-8, BTU/HR 1.20 MM

Stack: 24"x 10'

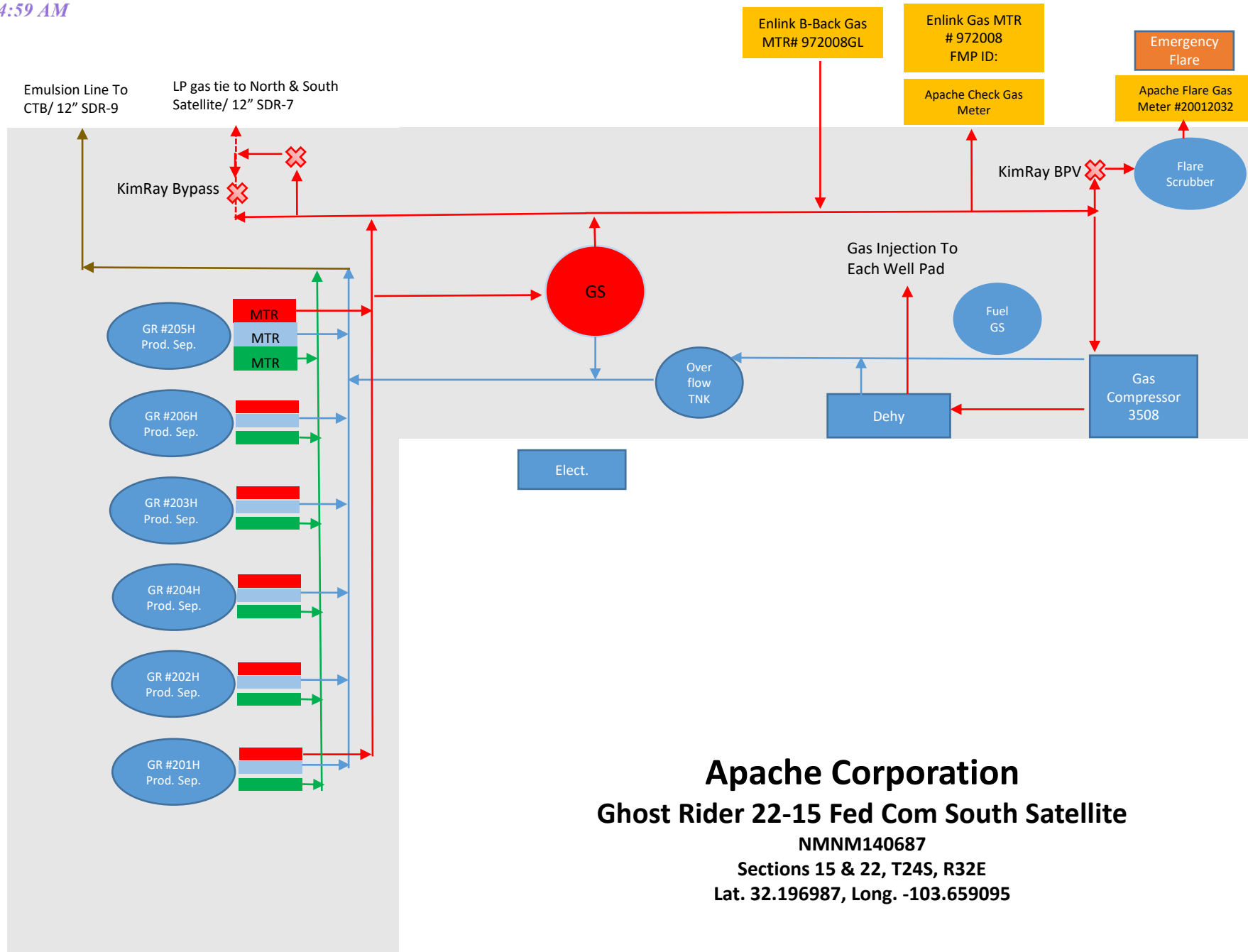
Filter Separator: 12-3/4" x 7' S/S 1440# HZ & Spiral B-Tex

Flare Gas Scrubber MFG: Quality MFG Inc., 30"x 10', 125 PSI, DOM: 2013, SN# QM-2124

Flare MFG: Aereon, Size: 8"x 20', DOM: N/A, SN# FS00001868

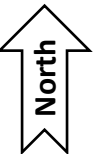
Wells Producing At This Facility

- GR #201H
- 30-025-45645
- GR #202H
- 30-025-45769
- GR #203H
- 30-025-45770
- GR #204H
- 30-025-45771
- GR #205H
- 30-025-45772
- GR #206H
- 30-025-45773



Green = Oil Lines  
Red = Gas Lines  
Blue = Water Lines  
Brown = Emulsion Lines

**Apache Corporation**  
**Ghost Rider 22-15 Fed Com South Satellite**  
NMNM140687  
Sections 15 & 22, T24S, R32E  
Lat. 32.196987, Long. -103.659095



**Apache Corporation**  
**Ghost Rider Fed Com 22-15 South Satellite**  
**NMNM140687**  
**Sections 15 & 22, T24S, R32E**  
**Lat. 32.196987, Long. -103.659095**

Equipment Inventory:

Prod. Sep. #205 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2018, SN# 6170  
Prod. Sep. #206 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6169  
Prod. Sep. #203 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6208  
Prod. Sep. #204 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2018, SN# 6171  
Prod. Sep. #202 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6207  
Prod. Sep. #201 MFG: C&J Equip., 72"x 16' , PSI: 250#, DOM: 2019, SN# 6206

Water Tank #1 MFG: Accurate Inc. 500 bbl, DOM: 12/ 2012, SN# T10208

Flare Gas Scrubber MFG: Hi-Tech, 48"x 10' , PSI: 125#, DOM: 2019, SN# HTP-2045

Flare MFG: Vaprox, Size: ???, DOM: 2019, Pilot BTU/Hr 10,000, SN# APAC-0032

Gas Comp #1 MFG: Kodiak Gas, Size: 3516, Serial# 3348

Compressor Gas Lift Scrubber MFG: Hi-Tech, 48"x 10' , PSI: 125#, DOM: 2019, SN# HTP-2046  
Compressor Fuel Gas Scrubber MFG: Global 30"x 10' , PSI: 125#, DOM: N/A SN# N/A

Dehy Manufacturer: Bold, Serial # D-102

1.200 BTU/HR Glycol Regen w/ 24"x 25' S/S 8T 1440#

Filter Separator: 12-3/4" x 7' S/S 1440# HZ & Spiral B-Tex

Flame Arrestor: Flameco, Model: SB16-8, SN# 1810-57D, BTU/HR 300 MM

Stacke: 24"x 10'





## United States Department of the Interior

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



AUG 09 2021

In Reply Refer To:

NMNM140687  
3105.2 (NM920)

AUG 03 2021

Permian-Midland  
Land T. I.

Reference:

Communitization Agreement

Ghost Rider 22-15 Federal Com #201H, #202H, #203H, #204H, #205H, #206H

Section 15: SE, NESW, SESW

Section 22: E2, E2W2

T. 24 S., R. 32 E., N.M.P.M.

Lea County, NM

Apache Corporation  
303 Veterans Airpark Lane, Ste. 3000  
Midland, TX 79705

Ms. Baker:

Enclosed is an approved copy of Communitization Agreement NMNM140687 involving 200 acres of Federal land in lease NMNM39880, 40 acres of Federal land in lease NMNM29694, and 480 acres of Federal land in lease MMLC062269A, Lea County, New Mexico, which comprise a 720 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2, E2W2 of Sec. 22 and the SE, NESW, SESW of Sec. 15, T. 24 S., R. 32 E., NMPM, Lea County, NM, and is effective August 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

INTERIOR REGION 5 - MISSOURI BASIN  
Kansas, Most of Montana, North Dakota,  
Nebraska, South Dakota

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

INTERIOR REGION 7 - UPPER  
COLORADO BASIN  
Colorado, New Mexico, Utah, Wyoming

If you have any questions regarding this approval, please contact Melissa Luksa at [mluksa@blm.gov](mailto:mluksa@blm.gov) or Jordan Yawn at (505) 954-2138 or [jyawn@blm.gov](mailto:jyawn@blm.gov).

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

Sincerely,

KYLE  
PARADIS

Digitally signed by  
KYLE PARADIS  
Date: 2021.08.03  
09:02:29 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)



Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2, E2W2 of Sec. 22 and the SE, NESW, SESW of Sec. 15, T. 24 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

**AUG 03 2021**

**KYLE  
PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2021.08.03 12:51:27  
-06'00'

---

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: August 1, 2019

Contract No.: NMNM140687

RECEIVED

AUG 28 2019

Federal Communitization AgreementContract No. NMNM 1406 87BLM, NMSO  
SANTA FE

THIS Communitization Agreement ("Agreement") entered into as of the 1 day of August, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

1. The lands covered by this Agreement (hereinafter referred to as "Communitized Area") are described as follows and depicted on "Exhibit A":

Township 24 South, Range 32 East, N.M.P.M.

Section 22: E/2, E/2W/2

Section 15: SE/4, NE/4SW/4, SE/4SW/4 (AKA E/2S/2 and E/2W/2S/2)

Lea County, New Mexico

Containing 720 acres, this Agreement shall include the Bone Springs formation underlying said lands and the crude oil and associated natural gas (hereafter referred to as "Communitized Substances,") producible from such formation.

2. Attached hereto, and made a part of this Agreement for all purposes is Exhibit "A", a plat designating the Communitized Area and, Exhibit "B", designating the operator of the Communitized Area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the Communitized Area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the Communitized Area.
3. The Operator of the Communitized Area shall be Apache Corporation, 303 Veterans Airpark Lane, Suite 1000, Midland, TX 79705. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this

Agreement. A successor operator may be designated by the owners of the working interest in the Communitized Area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the Communitized Area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The Communitized Area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all Communitized Substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this Agreement.

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

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

9. Production of Communitized Substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This Agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this Agreement is August 1, 2019, and it shall become effective as of this date or from the onset of production of Communitized Substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as Communitized Substances are, or can be, produced from the Communitized Area in paying quantities: Provided, that prior to production in paying quantities from the Communitized Area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Communitized Area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this Agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this Agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the Communitized Area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This Agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this Agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of

Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this Agreement.

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

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

OPERATOR  
APACHE CORPORATION:

August 5, 2019  
Date

By: *Amy D. Lindsey*  
Amy D. Lindsey, Attorney-in-Fact *cont*  
*Reel*

### ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this 5<sup>th</sup> day of August, 2019, before me, a Notary Public for the State of , personally appeared Amy D. Lindsey, known to me to be the Attorney in Fact of Apache Corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

*Stuart M. Scarborough*  
Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT  
WORKING INTEREST**

**COMMUNITIZATION AGREEMENT:** \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Apache Corporation, the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_

Amy D. Lindsey

Printed: \_\_\_\_\_

Amy D. Lindsey

TITLE: Attorney in Fact

Phone number: (432) 818-1058

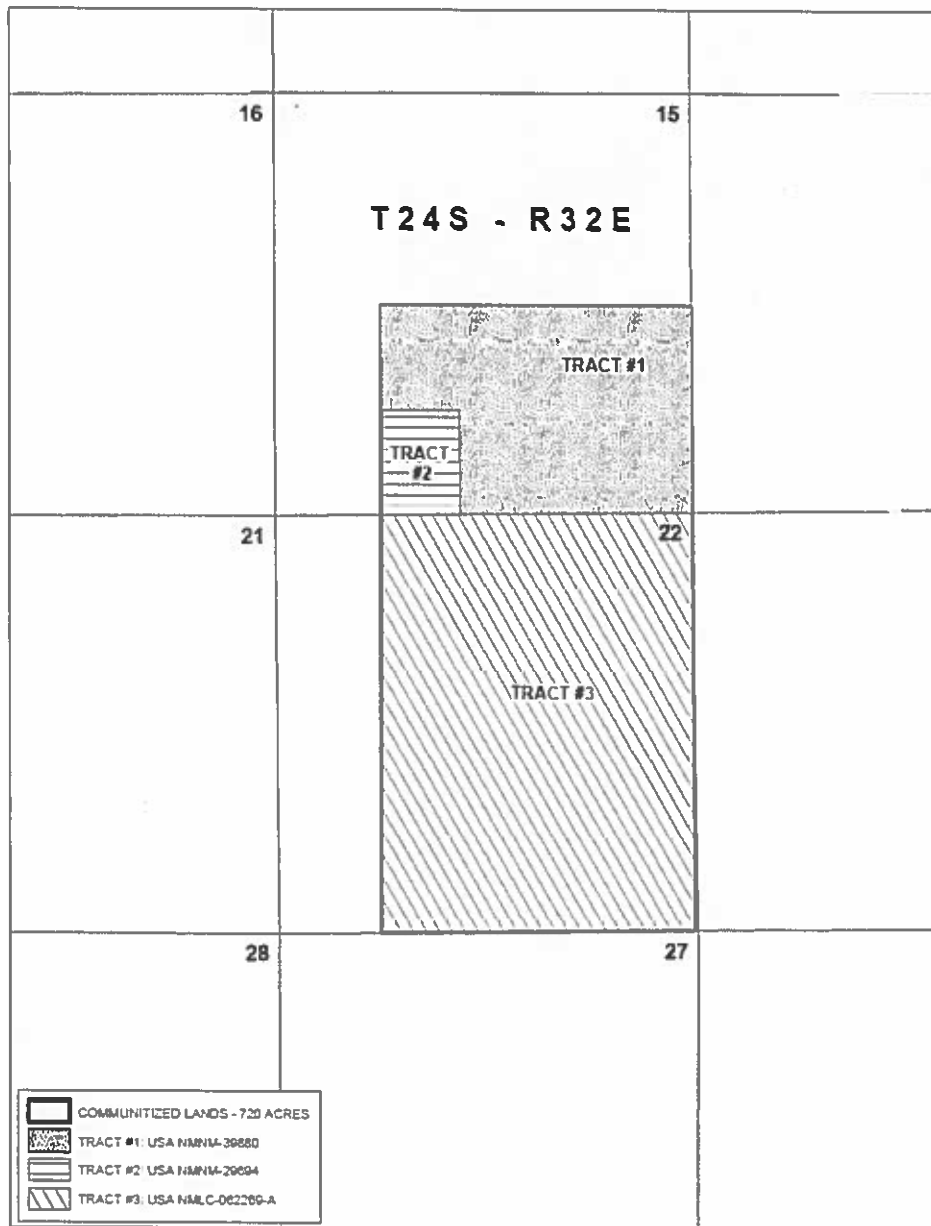
Email: amy.lindsey@apachecorp.com



**EXHIBIT "A"**

To Communitization Agreement dated August 1, 2019 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Plat of Communitized Area covering 720 acres, more or less, being E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, Lea County, New Mexico





**EXHIBIT "B"**

To Communitization Agreement dated August 1, 2019 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Apache Corporation

**DESCRIPTION OF LEASES COMMITTED**

**Tract No.1**

Serial Number:	NMNM-39880
Lessor:	The United States of America
Lessee:	M.H. McGrail.
Date:	September 1, 1959
Lands Covered by Lease:	Township 24 South, Range 32 East Section 15: E/2, N/2SW/4, S/2NW/4, NW/4NW/4
Total Acreage Covered by Lease:	520 acres, more or less
Primary Term:	5 years and so long thereafter as oil or gas is produced in paying quantities
Recorded:	Lease of Oil and Gas Lands under the Act of February 25, 1920, as amended, recorded as Serial 39880, Bureau of Land Management, Santa Fe, New Mexico
Description of Land Committed:	Insofar and only insofar as the lease covers: <u>Township 24 South, Range 32 East</u> Section 15: S/2E/2, NE/4SW/4 (AKA SE/4, NE/4SW/4)
Royalty:	12.5%
Present Lessee:	CHEVRON U.S.A. INC.
Number of Acres:	200 acres, more or less
Royalty Rate:	12.5%
Name of ORRI Owners:	None
Name and Percent Working Interest Owners:	Chevron U.S.A. Inc. 100%

**Tract No. 2**

Lease Serial Number: USA NMNM-29694

Lease Date: March 1, 1977

Lease Term: 5 years

Lessor: The United States of America

Lessee: Exxon Corporation

Present Lessee: XTO Holdings, LLC.

Lands Covered by Lease: Township 24 South, Range 32 East  
Section 15: S2/SW/4

Total Acreage Covered by Lease: 80 acres, more or less

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 15: SE/4SW/4

Number of Acres Committed: 40 acres, more or less

Royalty Rate: Escalating royalty from 12.5% to as high as 25%  
depending upon the average production for the  
calendar month in barrels per day per month.

Name of ORRI Owners: None

Name and Percent Working Interest  
Owners: XTO Holdings, LLC: 100%

**Tract No. 3**

Lease Serial Number: USA NMLC-062269-A

Lease Date: December 1, 1950

Lessor: United States of America, through the  
Department of the Interior, Bureau of Land  
Management

Lessee: R.H. Ernest

Lands Covered: Township 24 South, Range 32 East  
Section 22: All; except NW/4NW/4

Total Acreage Covered by Lease: 600 acres

Lease Term: 5 years and so long thereafter as producing oil or gas

Royalty Rate: 12.5%

Present Lessees: Apache Corporation  
Chisos, Ltd.  
XTO Holdings, LLC

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2W/2

Number of Acres: 480 acres, more or less

Royalty Rate: 12.5%

Name of ORRI Owners: Katherine K. McIntyre, Gale Ware Carlberg, Worth D. Ware, Jr Trust No. II, CBR Oil Properties, LLC, Nancy J. Allen, Susan J. Croft, Jamie E. Jennings, O.E. Bradley, White Pine Petroleum Corporation, Max Minerals, LLC, Encanto Minerals, LLC, Carolyn Bradley Smith and Union National Bank Wichita, Kansas, Co-Trustees of the Carolyn Bradley Smith Revocable Trust; Manix Energy, LLC; John and Theresa Hillman Family Properties, LP; Chisos, Ltd;

Name and Percent Working Interest Owners:

Apache Corporation:	89.0625%
XTO Holdings, LLC:	7.1875%
Chisos, LTD:	3.75%

### RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200	27.777778%
2	40	5.555555%
3	480	66.666667%
Total	720	100.00%

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 10/5/2023 8:02 AM

NMNM105725509

Page 1 of 2

**Authority**02-25-1920;041STAT0437;30USC181;MINERAL LEASING  
ACT OF 1920**Total Acres**

720.0000

**Serial Number**

NMNM105725509

**Case File Jurisdiction****Legacy Serial No**  
NMNM 140687**Product Type** 318310 COMMUNITIZATION AGREEMENT**Commodity** Oil & Gas**Lease Issued Date****Case Disposition** AUTHORIZED**CASE DETAILS**

NMNM105725509

Case Name	C-8310204	Split Estate	Fed Min Interest	
Effective Date	08/01/2019	Split Estate Acres	Future Min Interest	No
Expiration Date		Royalty Rate	Future Min Interest Date	
Land Type		Royalty Rate Other	Acquired Royalty Interest	
Formation Name	BONE SPRING	Approval Date	Held In a Producing Unit	No
Parcel Number		Sale Date	Number of Active Wells	
Parcel Status		Sales Status		
Participating Area		Total Bonus Amount	0.00	Production Determination
Related Agreement		Tract Number	Lease Suspended	No
Application Type		Fund Code	Total Rental Amount	

**CASE CUSTOMERS**

NMNM105725509

Name & Mailing Address	Interest Relationship	Percent Interest
APACHE CORPORATION NEW MEXICO STATE OFFICE	303 VETERNS AIRPARK LN 301 DINOSAUR TRAIL MIDLAND TX 79705-4572 SANTA FE NM 87508	OPERATOR OFFICE OF RECORD 100.000000 0.000000

**LAND RECORDS**

NMNM105725509

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0240S	0320E	015	Aliquot		E2SW,SE	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0240S	0320E	022	Aliquot		E2,E2W2	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

**CASE ACTIONS**

Action Date	Date Filed	Action Name	Action Status	Action Information	NMNM105725509
08/01/2019	08/01/2019	ACRES-FED INT 100%	APPROVED/ACCEPTED	Action Remarks: 720.00;100%	
08/01/2019	08/01/2019	CASE ESTABLISHED	APPROVED/ACCEPTED		
08/01/2019	08/01/2019	EFFECTIVE DATE	APPROVED/ACCEPTED	Action Remarks: /A/	
08/01/2019	08/01/2019	FORMATION	APPROVED/ACCEPTED	Action Remarks: BONE SPRING;	
08/28/2019	08/28/2019	PROPOSAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: CA RECD;	
11/20/2019	11/20/2019	AGRMT PRODUCING	APPROVED/ACCEPTED	Action Remarks: NMNM140687,#201H	
08/03/2021	08/03/2021	AGREEMENT / PA APPROVED	APPROVED/ACCEPTED		
12/23/2021	12/23/2021	AGRMT VALIDATED	APPROVED/ACCEPTED		

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105725509

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105371000	NMNM 0039880	AUTHORIZED	FEDERAL	01		08/01/2019	200.0000	27.780000
NMNM105321401	NMNM 029694	AUTHORIZED	FEDERAL	02		08/01/2019	40.0000	5.550000
NMNM105734885	NMLC 0062269A	AUTHORIZED	FEDERAL	03		08/01/2019	480.0000	66.670000

**LEGACY CASE REMARKS**

NMNM105725509

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action Information on this report for similar data.

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
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Line Number	Remark Text
0001	/A/RECAPITULATION EFFECTIVE 08/01/2019
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST
0003	1 NMNM39880 200.00 27.78
0004	2 NMNM29694 40.00 5.55
0005	3 NMLC062269A 480.00 66.67
0006	TOTAL 720.00 100.00

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

Federal Communitization Agreement

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

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

## WITNESSETH:

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

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

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

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

1. The lands covered by this Agreement (hereinafter referred to as "Communitized Area") are described as follows and depicted on "Exhibit A":

Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2 W/2  
Section 15: SE/4, NE/4 SW/4, SE/4 SW/4  
Lea County, New Mexico

Containing 720 acres, and this Agreement shall include the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "Communitized Substances", producible from such formation.

2. Attached hereto, and made a part of this Agreement for all purposes is Exhibit "A", a plat designating the Communitized Area and, Exhibit "B", designating the operator of the Communitized Area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the Communitized Area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the Communitized Area.
3. The Operator of the Communitized Area shall be Apache Corporation, 2000 Post Oak Boulevard, Suite 100, Houston, TX 77056. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this Agreement. A

successor operator may be designated by the owners of the working interest in the Communitized Area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the Communitized Area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The Communitized Area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all Communitized Substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this Agreement.

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

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



9. Production of Communitized Substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This Agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this Agreement is August 1, 2022, and it shall become effective as of this date or from the onset of production of Communitized Substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as Communitized Substances are, or can be, produced from the Communitized Area in paying quantities: Provided, that prior to production in paying quantities from the Communitized Area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Communitized Area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this Agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this Agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the Communitized Area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This Agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

OPERATOR  
APACHE CORPORATION: LM

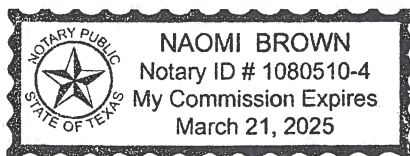
1/4/23  
Date

By: [Signature]  
Justin R. Matthews, Attorney in Fact PM

#### ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me this 4<sup>th</sup> day of January, 2023 by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
My Commission Expires 3-21-2025

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

**APACHE CORPORATION: LM**

1/4/23  
Date

By: [Signature]  
Printed Name: JUSTIN R. MATTHEWS *LM*  
Title: ATTORNEY IN FACT

**CHEVRON U.S.A. INC.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**XTO HOLDINGS, L.L.C.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHISOS, LTD.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

APACHE CORPORATION

\_\_\_\_\_  
Date


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHEVRON U.S.A. INC.:

10/12/22  
Date

By:   
Printed Name: Brian J. Wilson  
Title: ATTORNEY-IN-FACT

XTO HOLDINGS, L.L.C.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHISOS, LTD.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

APACHE CORPORATION

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

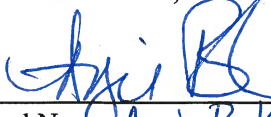
CHEVRON U.S.A. INC.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

XTO HOLDINGS, L.L.C.:

\_\_\_\_\_  
Date

By:   
Printed Name: Angie Repka - Permian Land Manager  
Title: Attorney-in-fact

CHISOS, LTD.:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**APACHE CORPORATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHEVRON U.S.A. INC.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**XTO HOLDINGS, L.L.C.:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHISOS, LTD.:**

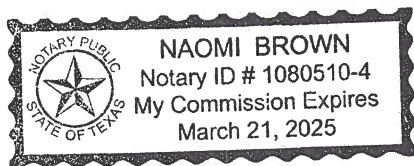
11-29-22  
Date

By:   
Printed Name: MARSHALL BAKER  
Title: CEO

## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this 4th day of January, 2023 by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.



[Signature]  
 Notary Public, State of Texas  
 My Commission Expires 3-21-2025

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for Chevron U.S.A. Inc., a Pennsylvania Corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_



## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by Justin R. Matthews, Attorney in Fact for Apache Corporation, a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

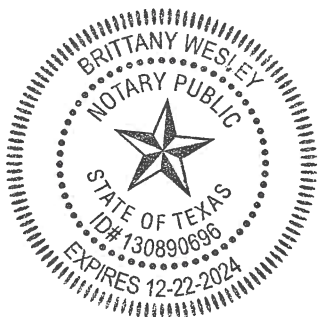
STATE OF TEXAS           §  
                                      §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ Company, on behalf of said limited liability company.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF Texas           §  
                                      §  
 COUNTY OF Harris       §

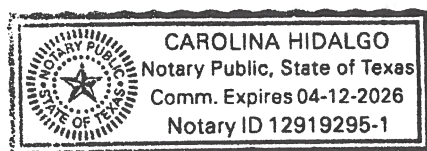
This instrument was acknowledged before me this 19<sup>th</sup> day of October, 2022 by Ben J. Wilson, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania Corporation, on behalf of said corporation.



Brittany Wesley  
 Notary Public, State of Texas  
 My Commission Expires 12-22-2024

STATE OF Texas §  
 COUNTY OF Harris §

This instrument was acknowledged before me this 15 day of September, 2022 by Angie Repka, as General Counsel for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.



[Signature]  
 Notary Public, State of Texas  
 My Commission Expires 04-12-2026

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ for Chisos, Ltd., a Domestic Limited Partnership, on behalf of said partnership.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_ for XTO Holdings, LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF Texas §  
COUNTY OF Harris §

This instrument was acknowledged before me this 29 day of November, 2022 by Marshall Baker, as CEO for Chisos, Ltd., a Domestic Limited Partnership, on behalf of said partnership.

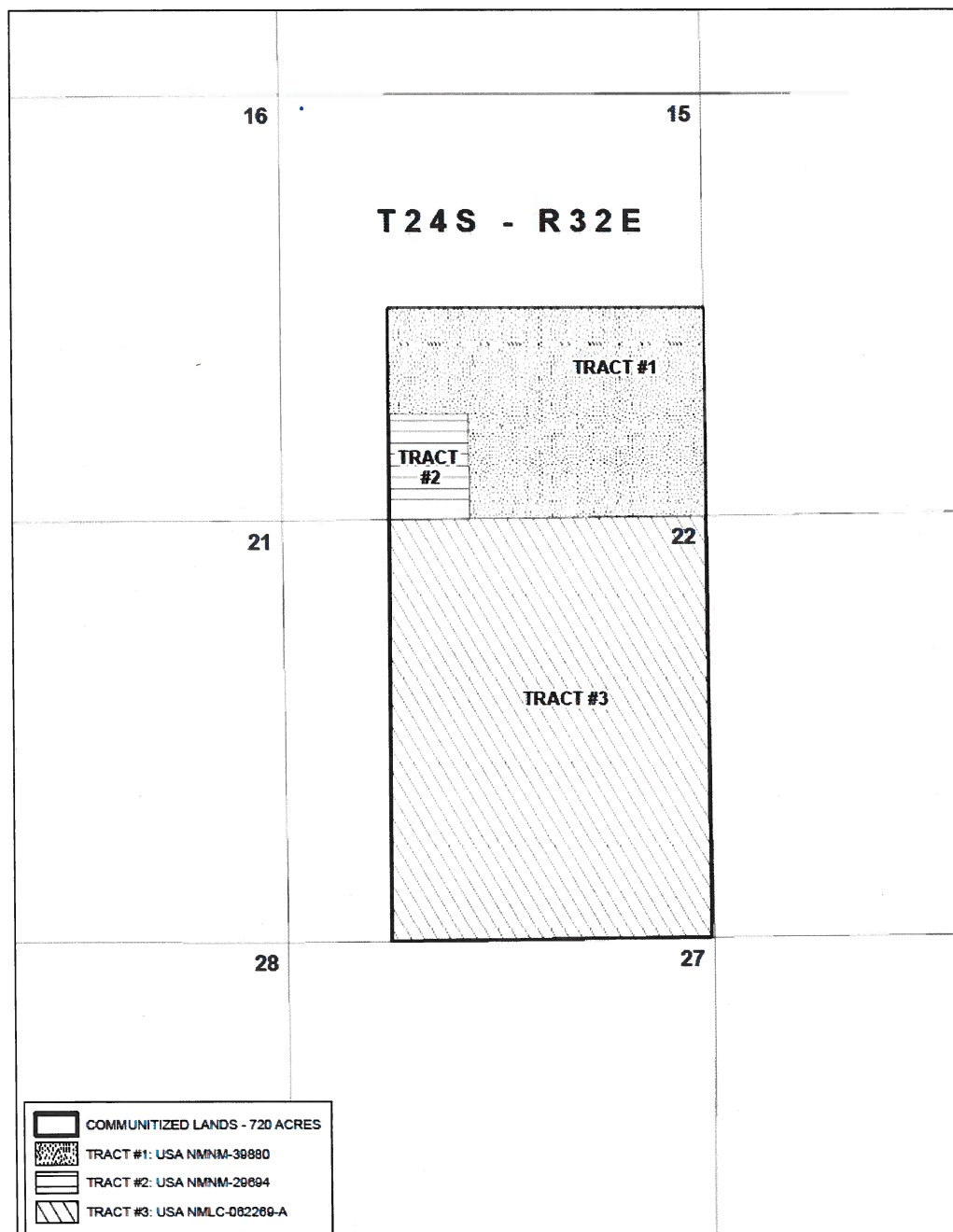
[Signature]  
Notary Public, State of Texas  
My Commission Expires 7/10/2024



# EXHIBIT "A"

To Communitization Agreement dated August 1, 2022 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Plat of Communitized Area covering 720 acres, more or less, being E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, Lea County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement dated August 1, 2022 embracing E/2 and E/2W/2 of Section 22 and SE/4, NE/4SW/4 and SE/4SW/4 of Section 15, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

**Operator of Communitized Area:** Apache Corporation

DESCRIPTION OF LEASES COMMITTED

**Tract No.1**

Lease Serial Number: NMNM-0039880

Description of Land Committed: Insofar and only insofar as the lease covers:  
Township 24 South, Range 32 East  
Section 15: S/2E/2, NE/4SW/4 (AKA SE/4, NE/4SW/4)

Number of Acres: 200 acres, more or less

Lessee of Record: Chevron U.S.A. Inc.

Name and Percent Working Interest Owners: Chevron U.S.A. Inc. 100%

**Tract No. 2**

Lease Serial Number: USA NMNM-029694

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 15: SE/4SW/4

Number of Acres: 40 acres, more or less

Lessee of Record: XTO Holdings, LLC

Name and Percent Working Interest Owners: XTO Holdings, LLC: 100%

**Tract No. 3**

Lease Serial Number: USA NMLC-062269-A

Description of Land Committed: Township 24 South, Range 32 East, N.M.P.M.  
Section 22: E/2, E/2W/2

Number of Acres: 480 acres, more or less

Lessees of Record: Apache Corporation  
XTO Holdings, LLC

Name and Percent  
Working Interest Owners: Apache Corporation: 89.0625%  
XTO Holdings, LLC: 7.1875%  
Chisos, LTD: 3.75%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200	27.78%
2	40	5.55%
3	<u>480</u>	<u>66.67%</u>
Total	720	100.00%

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 10/5/2023 8:04 AM

NMNM105808301

Page 1 of 1

Authority	Total Acres	Serial Number
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	720.0000	NMNM105808301
	Case File Jurisdiction	Legacy Serial No
Product Type COMMUNITIZATION AGREEMENT		
Commodity Oil & Gas		Lease Issued Date
Case Disposition SUBMITTED		

CASE DETAILS				NMNM105808301
Case Name	C-8400056	Split Estate	Fed Min Interest	
Effective Date	08/01/2022	Split Estate Acres	Future Min Interest	No
Expiration Date		Royalty Rate	Future Min Interest Date	
Land Type		Royalty Rate Other	Acquired Royalty Interest	
Formation Name	Wolfcamp	Approval Date	Held In a Producing Unit	No
Parcel Number		Sale Date	Number of Active Wells	
Parcel Status		Sales Status		
Participating Area		Total Bonus Amount	0.00	Production Determination Non-Producing
Related Agreement		Tract Number	Lease Suspended	No
Application Type		Fund Code	Total Rental Amount	

CASE CUSTOMERS				NMNM105808301
Name & Mailing Address			Interest Relationship	Percent Interest
APACHE CORPORATION	2000 POST OAK BLVD STE 100	HOUSTON TX 77056	OPERATOR	100.000000

### LAND RECORDS

CASE ACTIONS					NMNM105808301
Action Date	Date Filed	Action Name	Action Status	Action Information	
01/05/2023	01/05/2023	ADD CASE LANDS	DRAFT	Action Effective Date: 2022-08-01 Case Action Status Date: 2023-01-12	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO							NMNM105808301	
Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105371000	NMNM 0039880	SUBMITTED	FEDERAL	01			200.0000	27.780000
NMNM105321401	NMNM 029694	SUBMITTED	FEDERAL	02			40.0000	5.550000
NMNM105734885	NMLC 0062269A	SUBMITTED	FEDERAL	03			480.0000	66.670000

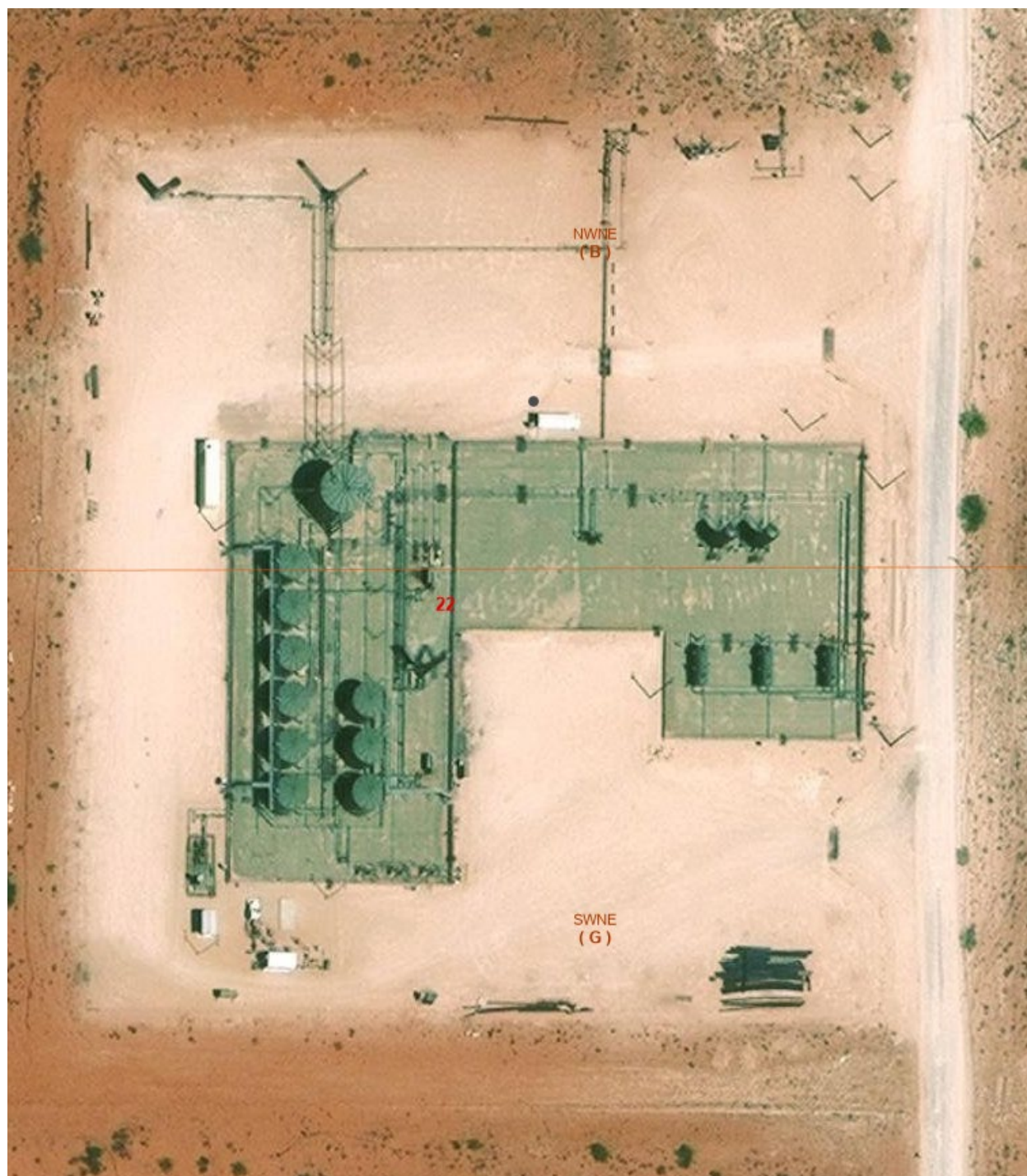
NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.



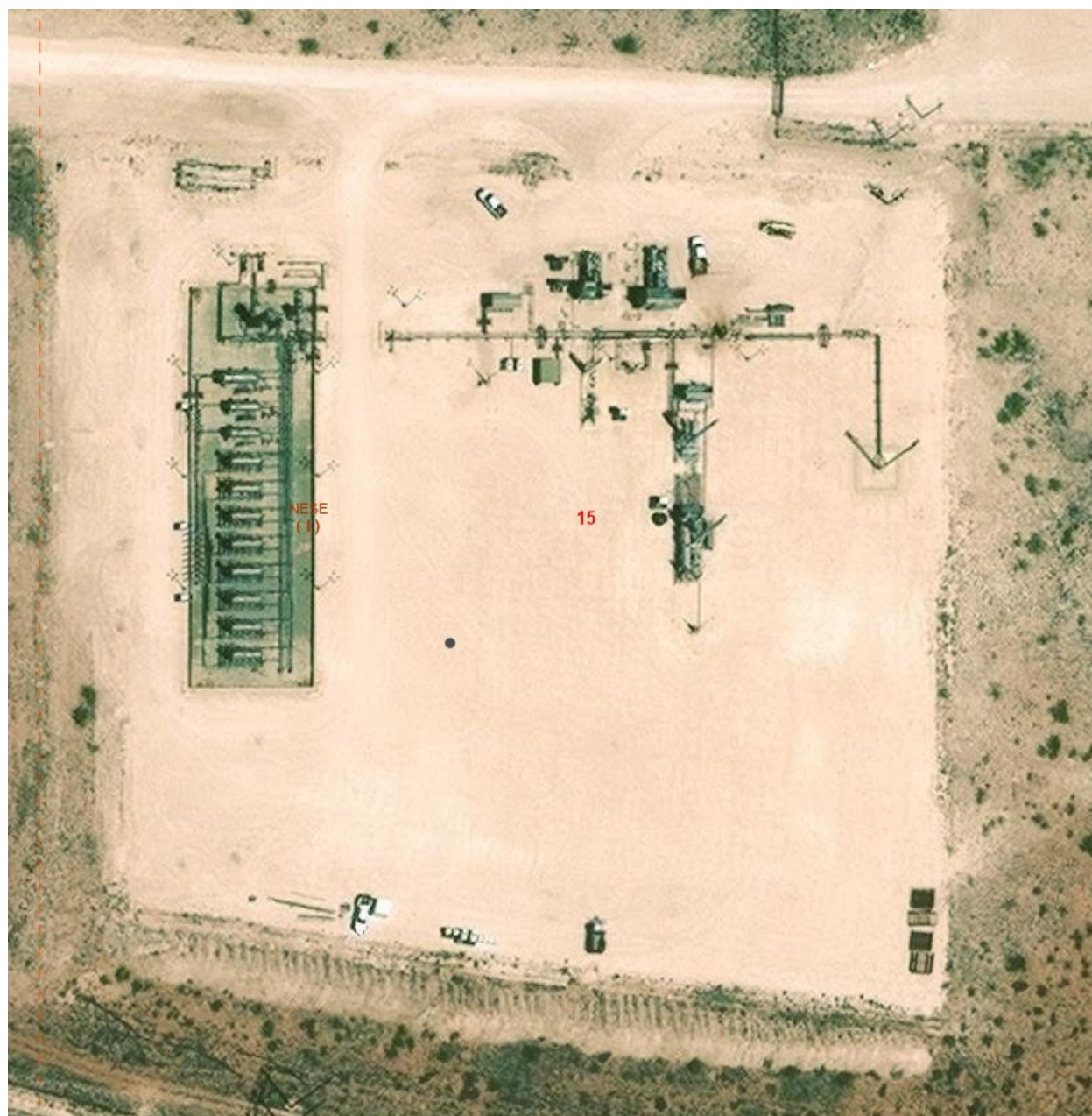
BTU of gas and gravity of oil for each of the pools

- Triste Draw; Bone Spring 96603 (Avalon, 1BSS, 2BSS)
  - Gas BTU: 1,210
  - Oil Gravity: 45 API
- WC-025 G-08 S243217P; UPR WOLFCAMP 98248 (WC XYA)
  - Gas BTU: 1,375
  - Oil Gravity: 48 API

Ghost rider 22-15 fed com CTB 32.206933 -103.660871 this CTB goes into both section 22 and 15  
T24S, R32E NWNE (B) AND SWNE (G)



Ghost rider 22-15 NORTH SATELLITE 32.2159039, -103.657439 SECTION 15 T24S R32E NESE (I)

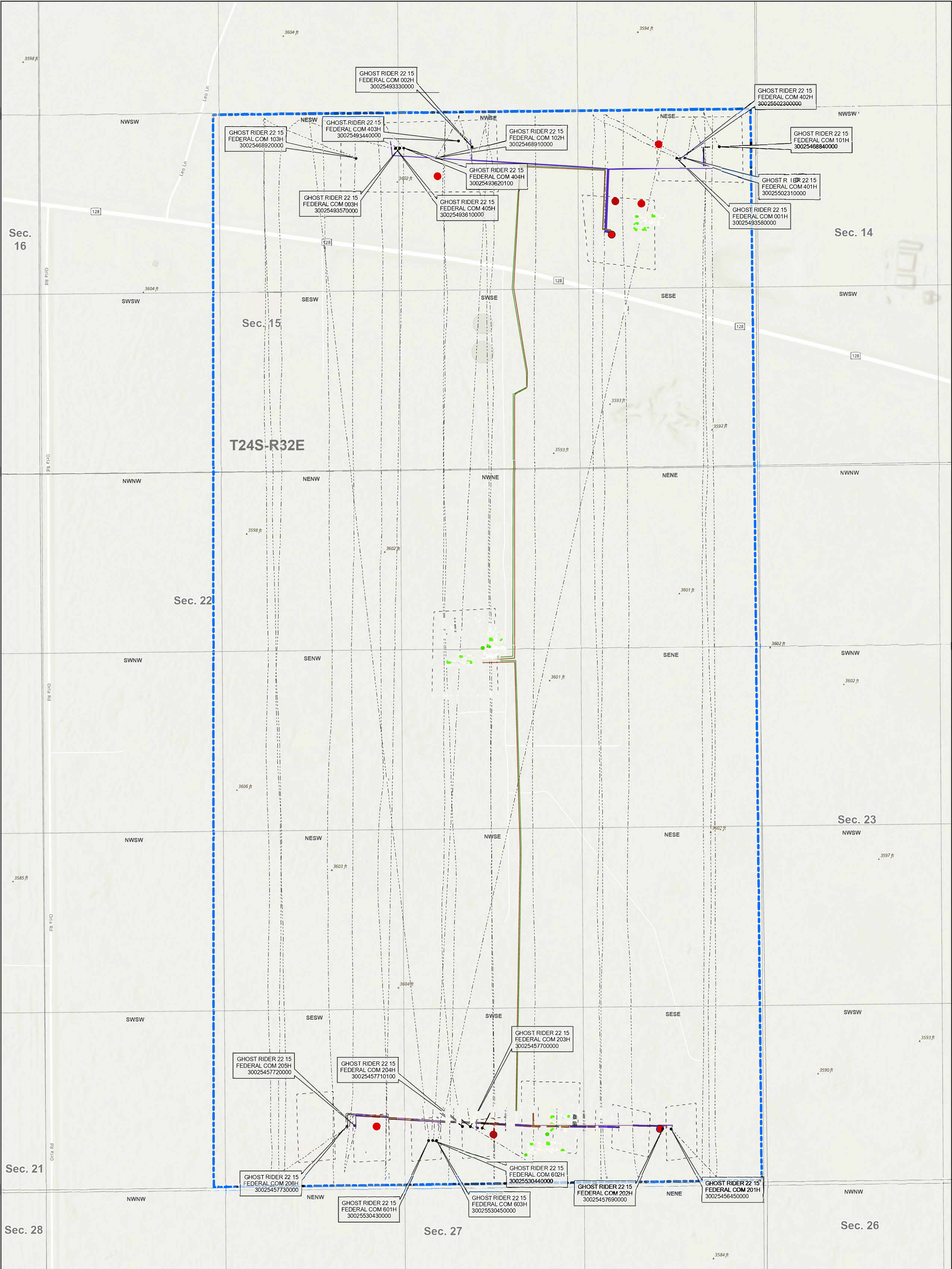




GHOST RIDER 22-15 SOUTH SATELLITE 32.196987 -103.659095 SECTION 22 T24S R32E SWSE (O)







DATE: 11/7/2024

N

W

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S

EDDY

LEA

ANDREWS

LOVING

TEXAS

WINKLER

Coordinate System:  
NAD 1983 2011 StatePlane New Mexico East FIPS 3001 Ft US  
Datum: North American 1927  
Units: Degree

1" =

01,3202,640

00.250.5

FeetMiles

Map Data References:  
Counties - Tobin Data  
Well Layers - IHS  
Pipeline Layers - Rextag  
Blocks - Tobin Data  
Surveys - Tobin Data  
Roads - ESRI Base Data

APACHE - GHOST RIDER COMMINGLING OVERVIEW

LEGEND

FACILITIES

WELL BORESTICK

BONESPRING COM - NMNM140687

Base Map Information

Map Data References:  
Counties - Tobin Data  
Well Layers - IHS  
Pipeline Layers - Rextag  
Blocks - Tobin Data  
Surveys - Tobin Data  
Roads - ESRI Base Data

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY APACHE CORPORATION**

**ORDER NO. PLC-947**

**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. Apache Corporation (“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 submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7 B. NMAC.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

**CONCLUSIONS OF LAW**

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
14. Applicant did not give adequate notice that it sought authorization to prospectively include additional pools, leases, or wells as required by 19.15.12.10 C.(4)(g) NMAC.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

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

Applicant is authorized to 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.

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

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

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area



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

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The allocation of oil and gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil and gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil and gas production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the oil and gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil and gas production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil and gas production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10 C.(4)(g) NMAC is denied.
10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



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**GERASIMOS RAZATOS  
DIRECTOR (ACTING)**

**DATE:** 1/15/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-947**

Operator: **Apache Corporation (873)**

Central Tank Battery: **Ghost Rider Federal Com Central Tank Battery**

Central Tank Battery Location: **UL B G, Section 22, Township 24 South, Range 32 East**

Central Tank Battery: **Ghost Rider North Satellite**

Central Tank Battery Location: **UL I, Section 15, Township 24 South, Range 32 East**

Central Tank Battery: **Ghost Rider South Satellite**

Central Tank Battery Location: **UL O, Section 22, Township 24 South, Range 32 East**

Gas Title Transfer Meter Location: **UL B G, Section 22, Township 24 South, Range 32 East**

### Pools

Pool Name	Pool Code
<b>TRISTE DRAW; BONE SPRING</b>	<b>96603</b>
<b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>	<b>98248</b>

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

Lease	UL or Q/Q	S-T-R
<b>CA Bone Spring NMNM 105725509 (140687)</b>	<b>SE/4, E/2 SW/4</b>	<b>15-24S-32E</b>
	<b>E/2, E/2 W/2</b>	<b>22-24S-32E</b>
<b>PROPOSED CA Wolfcamp BLM</b>	<b>SE/4, E/2 SW/4</b>	<b>15-24S-32E</b>
	<b>E/2, E/2 W/2</b>	<b>22-24S-32E</b>

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
<b>30-025-49358</b>	<b>Ghost Rider 22 15 Federal Com #1H</b>	<b>E/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-49333</b>	<b>Ghost Rider 22 15 Federal Com #2H</b>	<b>W/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>W/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-49357</b>	<b>Ghost Rider 22 15 Federal Com #3H</b>	<b>E/2 SW/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 W/2</b>	<b>22-24S-32E</b>	
<b>30-025-46884</b>	<b>Ghost Rider 22 15 Federal Com #101H</b>	<b>E/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-46891</b>	<b>Ghost Rider 22 15 Federal Com #102H</b>	<b>W/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>W/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-46892</b>	<b>Ghost Rider 22 15 Federal Com #103H</b>	<b>E/2 SW/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 W/2</b>	<b>22-24S-32E</b>	
<b>30-025-45645</b>	<b>Ghost Rider 22 15 Federal Com #201H</b>	<b>E/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-45769</b>	<b>Ghost Rider 22 15 Federal Com #202H</b>	<b>E/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>E/2 E/2</b>	<b>22-24S-32E</b>	
<b>30-025-45770</b>	<b>Ghost Rider 22 15 Federal Com #203H</b>	<b>W/2 SE/4</b>	<b>15-24S-32E</b>	<b>96603</b>
		<b>W/2 E/2</b>	<b>22-24S-32E</b>	

30-025-45771	Ghost Rider 22 15 Federal Com #204H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	96603
30-025-45772	Ghost Rider 22 15 Federal Com #205H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-45773	Ghost Rider 22 15 Federal Com #206H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	96603
30-025-50231	Ghost Rider 22 15 Federal Com #401H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-50230	Ghost Rider 22 15 Federal Com #402H	E/2 SE/4 E/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-49344	Ghost Rider 22 15 Federal Com #403H	W/2 SE/4 W/2 E/2	15-24S-32E 22-24S-32E	98248
30-025-49362	Ghost Rider 22 15 Federal Com #404H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	98248
30-025-49361	Ghost Rider 22 15 Federal Com #405H	E/2 SW/4 E/2 W/2	15-24S-32E 22-24S-32E	98248

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 283356

CONDITIONS

Operator: APACHE CORPORATION 303 Veterans Airpark Ln Midland, TX 79705	OGRID: 873
	Action Number: 283356
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	1/17/2025