

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill or to deepen
or reentry to a different reservoir.

Use "APPLICATION FOR PERMIT" For such proposals

FORM APPROVED

Budget Bureau No.1004-035

5.

Lease Designation and Ser. No

NMM - 58134

6. If Indian, Allottee or Tribe Name

7. If Unit or CA, Agreement Designation

8. Well Name and No.

Badland Flats Federal #1

9. API Well No.

30-039-24318

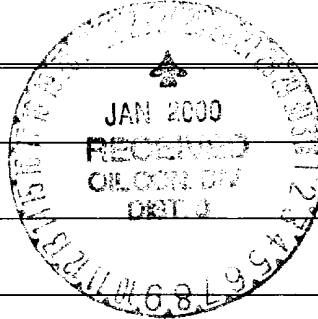
10. Field and Pool, or Exploratory Area

Gavilan Mancos/Dakoata

11. County or Parish, State

Rio Arriba County, NM

SUBMIT IN TRIPLICATE



1. Type of Well:

XX Oil Well Gas Well Other

2. Name of Operator

Apache Corporation

3. Address and Telephone No.

2855 Southside River Road Suite A, Farmington, NM 87401 505-325-0318

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

2000' FNL and 790' FWL Sec 3, T23N, R1W, NMPM

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

| TYPE OF SUBMISSION | TYPE OF ACTION |
|--|---|
| <input type="checkbox"/> Notice of Intent | XX Abandonment |
| <input type="checkbox"/> Subsequent Report | Recompletion |
| | Plugging Back |
| | Casing Repair |
| | Altering Casing |
| XX Final Abandonment Notice | Other |
| | Change of Plans |
| | New Construction |
| | Non-Routine Fracturing |
| | Water Shut-Off |
| | Conversion to Injection |
| | Dispose Water |
| | Note: Report results of multiple completions on Well Completion or Recompletion Report and LogForm. |

13. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work. If well is directionally drilled give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)

Apache Corporation P&A'd this well on June 5, 1997. (Sundry attached)

Surface Restoration consisted of three parts: (see attached map)

1. Location, access road, and part of the pipeline were on BLM ground. Restoration was completed per Pat Hester's instructions. Pipeline was purged with N2 and capped.
2. The Tank Battery land was restored per Loren Schmitz's instructions. (Landowner Release attached)
3. Gas pipeline from Tank Battery to Sales meter. (releases attached)
 - a. Loren Schmitz (pipeline abandoned, purged with N2, capped)
 - b. Allen Cochran (same)
 - c. Earnhardt Family Trust (pipeline dug up and removed)

At this time, Apache Corporation is requesting Final Abandonment of this well.

14. I Certify that the foregoing is true and correct.

Signed Stan Bailey Title Sr. Production Foreman Date 1-7-2000

(This space for Federal or State office use)

Approved by Patricia M. Hester Title Lands and Mineral Resources Date 1-20-2000
Conditions of approval, if any:

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly to make to any department or agency to the United States any false, fictitious or

Fraudulent statements or representations as to any matter within its jurisdiction.

WELL FILE

submitted in lieu of Form 3160-5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Sundry Notices and Reports on Wells

97 JUN 20 AM 10:15

ALBUQUERQUE, NM

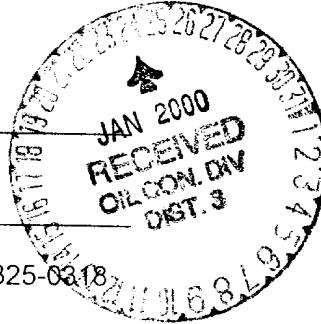
1. Type of Well
Oil

2. Name of Operator
MW Petroleum c/o Apache Corporation

3. Address & Phone No. of Operator
304 N. Behrend, Farmington, NM 87401 505-325-0318

4. Location of Well; Footage, Sec., T, R, M
2000' FNL and 790' FWL Sec. 3, T-23-N, R-1-W, NMPM

5. Lease Number
NMNM - 58134
6. If Indian, All. or
Tribe Name
N/A
7. Unit Agreement Name
N/A
8. Well Name & Number
Badland Flats Federal #1
9. API Well No.
30-039-24318
10. Field and Pool
Gavilan Mancos/ Dakota
11. County & State
Rio Arriba County, NM



12. CHECK APPROPRIATE BOX TO INDICATE NATURE OF NOTICE, REPORT, OTHER DATA

Type of Submission

☐ Notice of Intent

☒ Subsequent Report

☐ Final Abandonment

Type of Action

☒ Abandonment

☐ Recompletion

☐ Plugging Back

☐ Casing Repair

☐ Altering Casing

☐ Other -

☐ Change of Plans

☐ New Construction

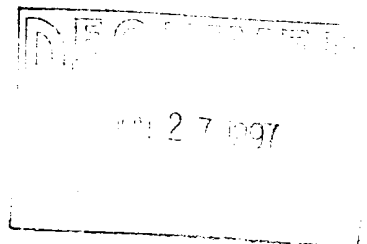
☐ Non-Routine Fracturing

☐ Water Shut off

☐ Conversion to Injection

13. Describe Proposed or Completed Operations

Apache Corporation for MW Petroleum, plugged and abandoned the above well on June 5, 1997 per the attached Plug and Abandonment Report.



14. I hereby certify that the foregoing is true and correct.

Signed

Stan Phillips

Title

Production Foreman

Date

6/6/97

(This space for Federal or State Office use)

APPROVED BY

Title

for Chief, Lands and Mineral Resources

Date

JUN 26 1997

CONDITION OF APPROVAL, if any:

Submit final abandonment after reseedling & surface restoration -
(opp 6 months - one year) completed. Surface inspection will be
done 1 yr. later.



Daggett Enterprises, Inc.

Surveying and Oil Field Services

P. O. Box 2789 • Farmington, NM 87499
Phone (505) 326-1772 • Fax (505) 326-6019

(800) 264-6692

Badland Flats 1

August 4, 1997

Apache Corporation
304 N. Behrend
Farmington, NM 87401

Attn: Stan Phillips

Dear Mr. Phillips:

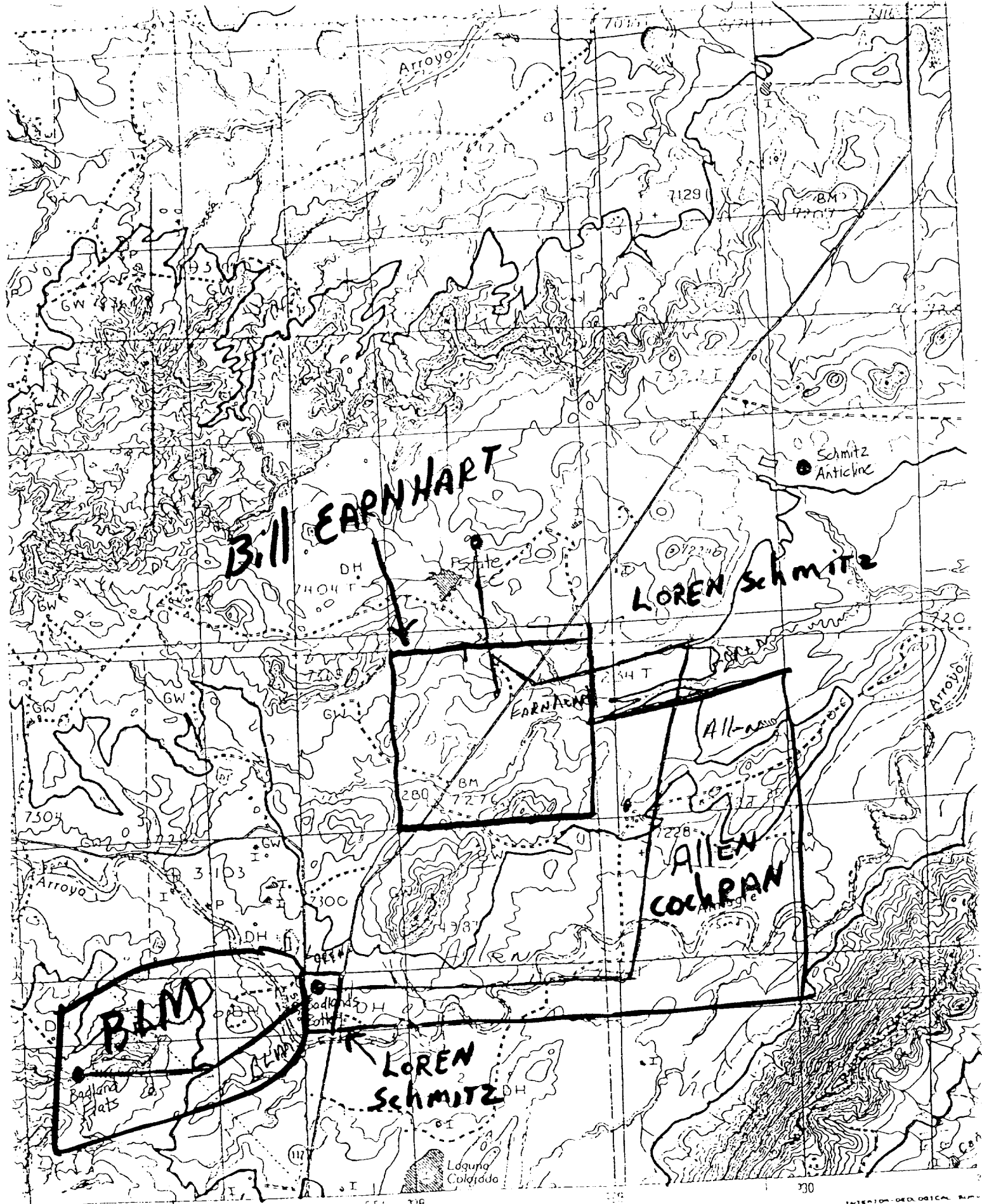
On July 17, 1997 Daggett Enterprises contacted Espanola Abstract Company of Espanola, New Mexico and requested a records search for pipeline rights-of-way granted to AMOCO Production Company and any subsequent assignments to Apache Corporation. We requested the search to be done in Sections 35 and 36 of T24N-R1W and Sections 1 and 2 of T23N-R1W. We also advised Espanola Abstract that the probable grantors of the rights-of-way would be Loren Schmitz, Allen Cockran and Bill Earnhart. Approximate dates for the grants and subsequent assignments were also given to them.

Espanola Abstract's search of Rio Arriba County records confirmed the ownership of the subject parcels of land, but no right-of-way grants to AMOCO or subsequent assignment to Apache Corporation were found. It appears that any right-of-way grants or assignments that were signed by these parties were never filed in the Rio Arriba County Courthouse.

If you have any questions concerning this matter, please phone me at 326-1772.

Sincerely;

Robert S. Larson



1:24 000

NEW MEXICO

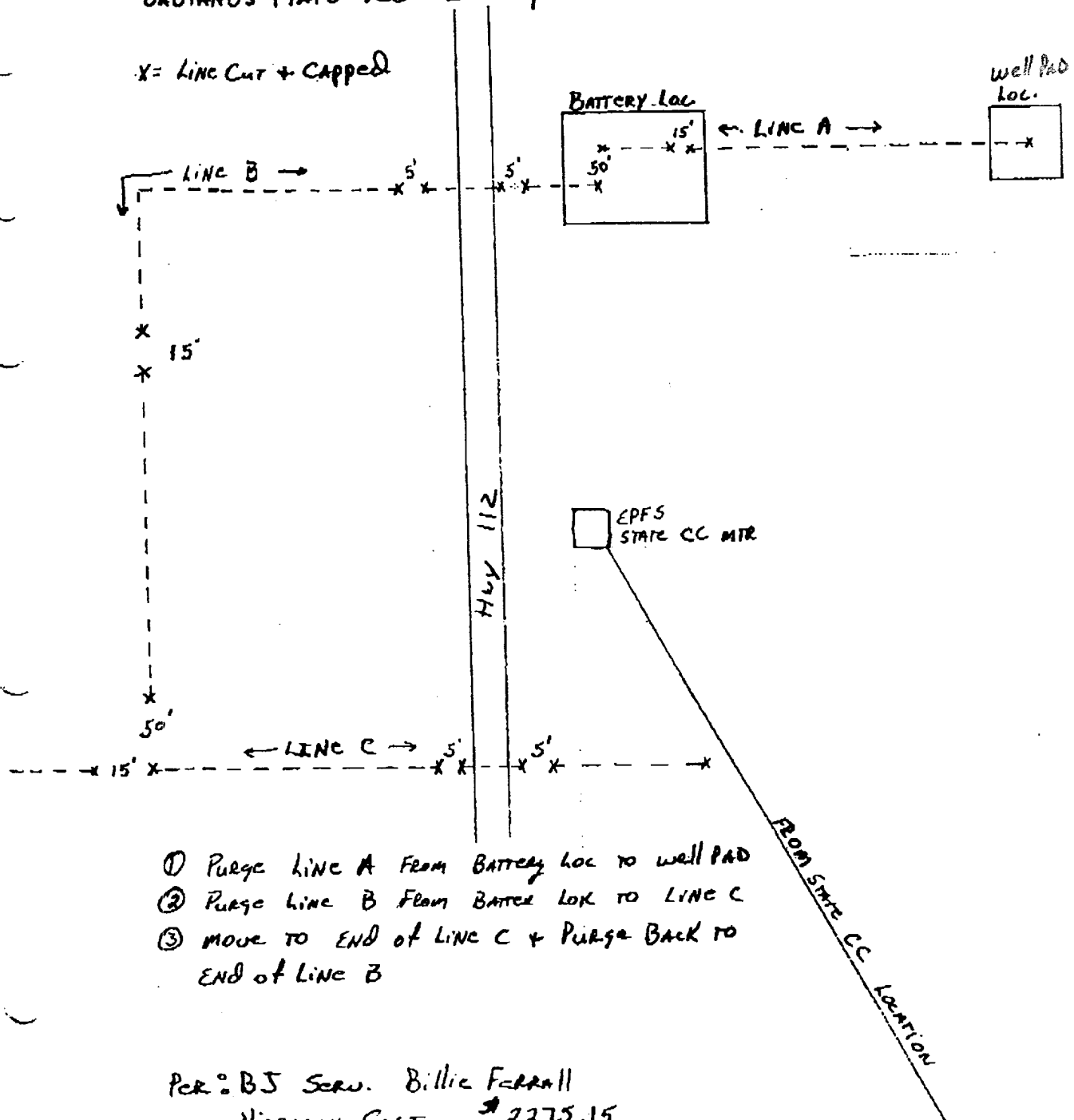
3" Steel Pipe

INTENTION - GEOLOGICAL SURVEY
ROAD 1

BADLANDS FLATS FLD. #1 Pipeline

8-26-97

X = Line Cut + Capped



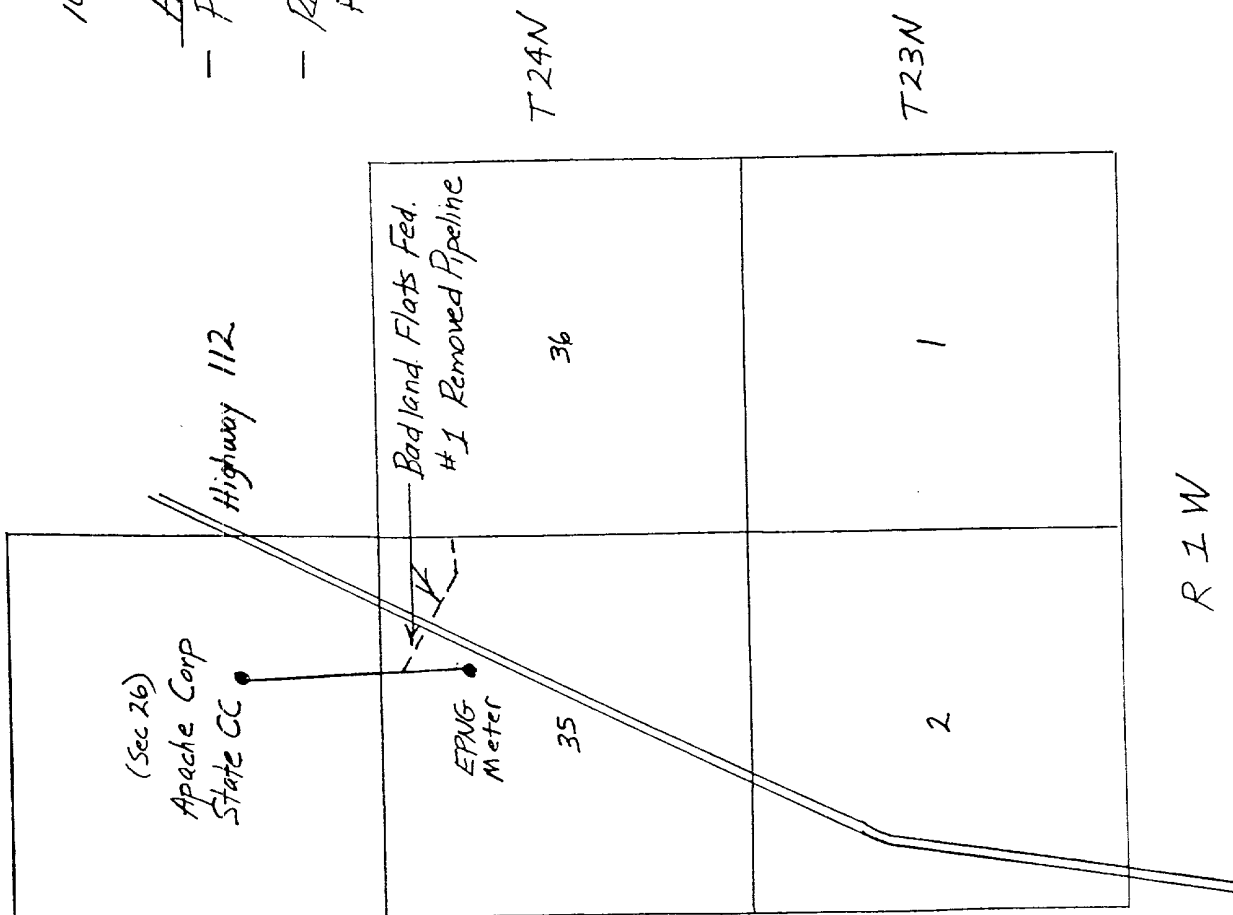
9-12-97 Line from Well Location to Sales Meter Connection was purged with nitrogen.

- Line A was capped on both ends. (BLM)
- Line B was capped on both ends. (Schmitz and Cochran)
- Line C was dug up and removed (Earnhardt Trust)

10-11-99

Apache Corporation

- Pipeline Map for State CC well in Sec 26 T24N R1W
- Removed pipeline - Badland Flats Fed. #1



EARNHART FAMILY
La Jara Prospect

William Earnhardt
400 E 5th
Bristow, OK 74010

D. Ewing Earnhardt
1162 Cartegena Drive
Long Beach, CA 90807

Stark Family Living Trust
Wm. J. Stark & Jean Earnhardt Stark, Trste
13034 Rummel Creek
Houston, TX 77079

Wayne & Hazel Earnhardt
1308 Manchester Drive
Shawnee, OK 74084

Janice Barry
506 Hanock
Smithfield, NC 27577

David J. Hajny
7732 Northridge Avenue, NE
Albuquerque, NM 87109

Janet Fuller
1203 Hazel Lake Drive
Cimarron, CO 81220

Elaine S. Horton
702 North 8th Street
Temple, TX 76501

1

FLAMMABLE NATURAL GAS AND LIQUIDS WHICH, ALTHOUGH SAFE WHEN CONTAINED IN THE PIPELINE, MAY IGNITE EXPLOSIVELY WHEN MIXED WITH AIR AND EXPOSED TO AN IGNITION SOURCE, INCLUDING, BUT NOT LIMITED TO, CUTTING TORCHES OR SAWS. SCHMITZ IS AWARE OF AND HEREBY EXPRESSLY ASSUMES ALL OF THE RISKS INHERENT IN REMOVING THE PIPELINE AND AGREES THAT IF THE PIPELINE WILL BE CUT INTO PIECES AND REMOVED, SCHMITZ, AND ITS AGENTS, EMPLOYEES AND CONTRACTORS, SHALL FOLLOW THE APPROPRIATE HOT WORK PROCEDURES AND USE COMBUSTIBLE GAS DETECTORS TO ENSURE THAT AN IGNITION SOURCE IS NOT INTRODUCED INTO A FLAMMABLE ATMOSPHERE. SCHMITZ SHALL CONSULT A CERTIFIED SAFETY PROFESSIONAL FOR GUIDANCE REGARDING THE REMOVAL OF THE PIPELINE AND SHALL REVIEW AND FOLLOW ALL RECOMMENDED OSHA AND DOT GOVERNMENT PROCEDURES. IN ADDITION TO THE FLAMMABLE HAZARD, SCHMITZ IS AWARE THAT THESE MATERIALS MAY POSE A HEALTH RISK WHEN INHALED OR WHEN THEY COME IN CONTACT WITH THE SKIN. SCHMITZ AGREES TO NOTIFY SUBSEQUENT PURCHASERS, AS WELL AS ANY AND ALL PERSONS WHO WORK ON THE CUTTING OR REMOVAL OF THE PIPELINE, OF THESE HAZARDS AND SAFETY PRECAUTIONS.

4. SCHMITZ hereby releases and discharges MW, its agents, employees, legal representatives and assigns from any and all claims, losses, liabilities, demands, judgments, costs, and causes of action, present and future, known and unknown, arising out of or occurring after the Effective Date in connection with the ownership, use, operation, maintenance, removal, or existence of the Pipeline. SCHMITZ agrees to release, hold harmless, defend, and indemnify MW, its agents, employees, legal representatives and assigns from any and all claims, losses, liabilities, demands, judgments, costs, causes of action, including attorney's fees, resulting from the ownership, use, operation, maintenance, removal or existence of the Pipeline including, but not limited to, claims made by third parties regarding residual corrosives, toxins or other hazardous or flammable substances.
5. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
6. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations and agreements, whether written or oral.

Executed and effective this 19th day of September, 1997 (the "Effective Date").

LOREN M. SCHMITZ

Loren M Schmitz

MW PETROLEUM CORPORATION

By: _____

A. B. Buron, Jr.

Attorney-in-Fact

DONNA J. SCHMITZ

STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared LOREN M. SCHMITZ et ux, DONNA J. SCHMITZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 23rd day of ~~September~~ October, 1997.

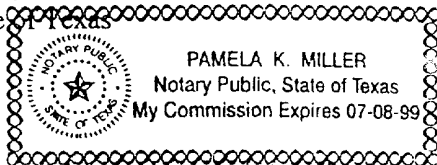
Dolores Ortega
Notary Public in and for the 11-2-99
State of New Mexico

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared A.B. Buron, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as Attorney-in Fact for MW PETROLEUM CORPORATION, on behalf of said corporation in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 19th day of September, 1997.

Pamela K Miller
Notary Public in and for the
State of Texas
PAMELA K. MILLER
Notary Public, State of Texas
My Commission Expires 07-08-99

**PIPELINE ASSIGNMENT AND
RELEASE AGREEMENT**

STATE OF NEW MEXICO §
 §
COUNTY OF RIO ARriba §

This PIPELINE ASSIGNMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into on the 30th day of September, 1997, by and between ALLEN F. COCHRAN et ux, KATHERINE M. COCHRAN, whose address is HC 78, Box 4, Regina, New Mexico 87046 ("COCHRAN"), and MW PETROLEUM CORPORATION, a Colorado corporation ("MW"), having an office at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. MW does hereby GRANT, BARGAIN, SELL and CONVEY to COCHRAN all of its right, title and interest in and to the existing Badlands Flats pipeline, being a 3" steel sch 40 gas line, buried 3 to 5 feet deep (the "Pipeline"), to the extent, and only to the extent, that the Pipeline crosses the following described properties, all of which are located in Rio Arriba County, New Mexico:
 - A. Southwest quarter of the Northwest quarter and the South half (SW ¼ of the NW ¼, and S ½) in Section Thirty-Six, Township Twenty-Four North, Range One West.
 - B. Northwest quarter, North half of the Southwest quarter, and Southwest quarter of the Southwest quarter (NW ¼, N ½ of SW ¼, and SW ¼ of SW ¼) in Section One, Township Twenty-Three North, Range One West.
 - C. South half of the North half and South half (S ½ of N ½ and S ½) in Section Two, Township Twenty-Three North, Range One West.
2. COCHRAN accepts the Pipeline in its present condition AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS that may exist as of the Effective Date, and MW MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, COMPLIANCE WITH ANY STANDARDS, LAWS OR REGULATIONS OR OTHERWISE WITH RESPECT TO THE PIPELINE.

3. COCHRAN ACKNOWLEDGES, BY EXECUTION HEREOF, THAT THE PIPELINE HAS CONTAINED, AND MAY CONTINUE TO CONTAIN, FLAMMABLE NATURAL GAS AND LIQUIDS WHICH, ALTHOUGH SAFE WHEN CONTAINED IN THE PIPELINE, MAY IGNITE EXPLOSIVELY WHEN MIXED WITH AIR AND EXPOSED TO AN IGNITION SOURCE, INCLUDING, BUT NOT LIMITED TO, CUTTING TORCHES OR SAWS. COCHRAN IS AWARE OF AND HEREBY EXPRESSLY ASSUMES ALL OF THE RISKS INHERENT IN REMOVING THE PIPELINE AND AGREES THAT IF THE PIPELINE WILL BE CUT INTO PIECES AND REMOVED, COCHRAN, AND ITS AGENTS, EMPLOYEES AND CONTRACTORS, SHALL FOLLOW THE APPROPRIATE HOT WORK PROCEDURES AND USE COMBUSTIBLE GAS DETECTORS TO ENSURE THAT AN IGNITION SOURCE IS NOT INTRODUCED INTO A FLAMMABLE ATMOSPHERE. COCHRAN SHALL CONSULT A CERTIFIED SAFETY PROFESSIONAL FOR GUIDANCE REGARDING THE REMOVAL OF THE PIPELINE AND SHALL REVIEW AND FOLLOW ALL RECOMMENDED OSHA AND DOT GOVERNMENT PROCEDURES. IN ADDITION TO THE FLAMMABLE HAZARD, COCHRAN IS AWARE THAT THESE MATERIALS MAY POSE A HEALTH RISK WHEN INHALED OR WHEN THEY COME IN CONTACT WITH THE SKIN. COCHRAN AGREES TO NOTIFY SUBSEQUENT PURCHASERS, AS WELL AS ANY AND ALL PERSONS WHO WORK ON THE CUTTING OR REMOVAL OF THE PIPELINE, OF THESE HAZARDS AND SAFETY PRECAUTIONS.
4. COCHRAN hereby releases and discharges MW, its agents, employees, legal representatives and assigns from any and all claims, losses, liabilities, demands, judgments, costs, and causes of action, present and future, known and unknown, arising out of or occurring after the Effective Date in connection with the ownership, use, operation, maintenance, removal, or existence of the Pipeline. COCHRAN agrees to release, hold harmless, defend, and indemnify MW, its agents, employees, legal representatives and assigns from any and all claims, losses, liabilities, demands, judgments, costs, causes of action, including attorney's fees, resulting from the ownership, use, operation, maintenance, removal or existence of the Pipeline including, but not limited to, claims made by third parties regarding residual corrosives, toxins or other hazardous or flammable substances.
5. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
6. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations and agreements, whether written or oral.

Executed and effective this 19th day of September, 1997 (the "Effective Date").

ALLEN F. COCHRAN

Allen F. Cochran

MW PETROLEUM CORPORATION

By: _____

A. B. Buron, Jr.
Attorney-in-Fact

cu
6/10

KATHERINE M. COCHRAN

Katherine M. Cochran

STATE OF NEW MEXICO §
 §
COUNTY OF RIO ARRIBA §

BEFORE ME, the undersigned authority, on this day personally appeared ALLEN F. COCHRAN et ux, KATHERINE M. COCHRAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 3rd day of September, 1997.

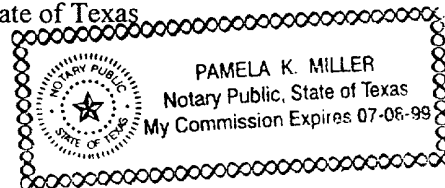
Roberto Ortega
Notary Public in and for the 11-2-99
State of New Mexico

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. B. Buron, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Attorney-in-Fact for MW PETROLEUM CORPORATION, on behalf of said corporation in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 1st day of September, 1997.

Pamela K. Miller
Notary Public in and for the
State of Texas



SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

NOV 19 1999

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba

THAT, Elaine S. Horton, Part Interest Owner (hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico.

For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as OPERATOR), receipt and sufficiency of which are hereby acknowledged; OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses caused to the surface resulting from the operation, use and removal of a pipe line on Subject Property.

The "Subject Property" shall mean that part of the Badland Flats Federal #1 Pipeline ROW located on the NE quarter of Section 35 , Township 24 North, Range. 1 West, Rio Arriba County, New Mexico.

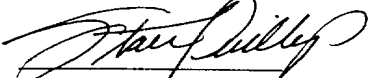
This Release is intended to convey that the Operator has met with the owners requirements.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED this 15th day of November, 1999.

OPERATOR:

APACHE CORPORATION



By: Stan Phillips

Farmington, NM

OWNER:

By: Elaine S. Horton

SS# 314-62-0089

William J. STARK or Eula Jean EARNHARDT STARK,
Trustees, STARK FAMILY LIVING TRUST
13034 Rummel Creek
Houston, Texas 77079

AUG '23 1999

August 14, 1999

Phone: 713-465-4261

Gary A. Carson
Senior Staff Landman
MW / Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400

Phone: 713- 296-7164

RE: Badlands Flats #1 gas pipeline on East 1/2
Section 35, Township 24 North, Range 1
West, Rio Arriba County, New Mexico.
Earnhardt Interests, July 1, 1989 Agreement

Dear Mr. Carson:

This is to acknowledge receipt of your letter dated August, 9, 1999, the "WELL FILE", "Plug and Abandonment Report", and the sketch of the plugging job. Thank you for sending this correspondence to each of the eight Earnhardt Interests.

We appreciate your quick and thorough attention in responding to our request for the following information, stated in my letter to you dated July 29, 1999.

1. MW Apache has plugged the Badlands Flats Federal #1 well and removed the gas pipeline across the Earnhardt property on the East 1/2 of Section 35, Township 24 North, Range 1 West, Rio Arriba County, New Mexico.
2. MW Apache has returned the surface of the Earnhardt property to its condition prior to the laying of the pipeline. Therefore, no damages are due.
3. MW Apache has complied with all rules and requirements of the applicable governmental agencies and that the Environmental Protection Agency has not asserted primary jurisdiction in this case.
4. No recordable documents were generated in these routine matters.

We also appreciate the assistance contributed by Mr. Stan Phillips, of your Farmington District in New Mexico, in the restoration of the surface and for documentations furnished.

Sincerely,


Eula Jean Earnhardt Stark, Trustee

✓
CC: Mr. Stan Phillips-Farmington District
MW Petroleum / Apache Corporation
2855 Southside River Road / Suite A
Farmington, New Mexico 87401-7947

SEP 15 1999

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, William Earnhardt, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, having inspected the premises, OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property (provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.


EXECUTED this 10 day of September, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 

William R. Earnhardt

SS # 525-07-8119

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, Wayne & Hazel Earnhardt, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; ~~and, having inspected the premises,~~ OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property ~~(provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or~~ in connection with the ~~proposed drilling, operation, production and~~ restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED this 30th day of September, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 


SS #

525344776

SEP 27 1999

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba

THAT, Janet Fuller, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, having inspected the premises, OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property (provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

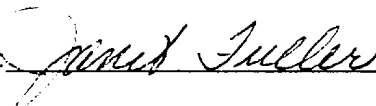
EXECUTED this 9 day of Sept, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 

SS # 447-40-4690

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, D. Ewing Earnhardt, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, having inspected the premises, OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property (provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

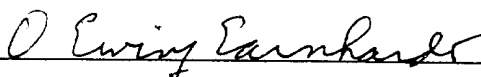
EXECUTED this 31 day of August, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 

SS # 525-07-8124

NOV 15 1999

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, Janice Barry, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, ~~having inspected the premises,~~ ^{YEB} OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused ~~or will be caused~~ ^{YEB} to the surface of the Subject Property (~~provided that such future damages are of a typical nature caused by normal operations of the Subject Wells~~) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

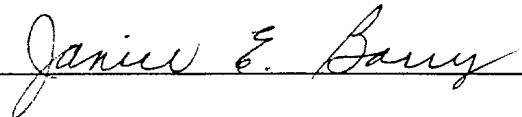
EXECUTED this 1 day of November, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 

SS # 445-30-4705

NOV - 3 1999

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, David J. Hajny, Part Interest Owner,
(hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 35 of T 24 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, having inspected the premises, OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property (provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Pipeline ROW Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NE quarter of Section 35, Township 24 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED this 31 day of October, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: 

SS # 305-62-8777

SURFACE DAMAGE RELEASE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Rio Arriba.

THAT, Loren M. Schmitz et ux, Donna J. Schmitz, of _____ (hereinafter referred to as "OWNER"), is the current surface owner on the hereinbelow described lands which are located in Section 2 of T 23 N and R 1 W, of Rio Arriba County, New Mexico. For and in consideration of the sum of Ten Dollars (\$10.00), paid by Apache Corporation of 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400 (hereinafter referred to as "OPERATOR"), the receipt and sufficiency of which are hereby acknowledged; and, having inspected the premises, OWNER does hereby RELEASE and DISCHARGE OPERATOR, its employees, agents, contractors, successors and assigns, from any and all claims, demands and causes of action for detriment, injuries, damages and losses of whatsoever nature that have been caused or will be caused to the surface of the Subject Property (provided that such future damages are of a typical nature caused by normal operations of the Subject Wells) in any way arising from, incident to or in connection with the proposed drilling, operation, production and restoration of the Badland Flats Federal #1 Tank Battery. Well (hereinafter called "Subject Well").

The "Subject Property" shall mean the NW quarter of Section 2, Township 23 North, Range 1 West and environs, Rio Arriba County, New Mexico.

This Release is intended to cover all surface damage including, but not limited to, all crops, timber and grass damaged or destroyed in connection with the Subject Well. Owner agrees and acknowledges said restoration of the surface of well site, access road, pipeline locations and other sites is satisfactory and fully complies with all agreements and obligation of the Operator.

This release shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED this 5th day of October, 1999.

OPERATOR:

APACHE CORPORATION

By: 

OWNER:

By: SS # 585-16-216