

RECEIVED

Form 3160-5
(March 2012)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOV 21 2016

FORM APPROVED
OMB No. 1004-0137
Expires: October 31, 2014

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. NMNMO468126
6. Indian, Allottee or Tribe Name Bureau of Land Management

SUBMIT IN TRIPLICATE - Other instructions on page 2.

1. Type of Well <input type="checkbox"/> Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other	7. If Unit of CA/Agreement, Name and/or No.
2. Name of Operator BP America Production Company	8. Well Name and No. Callow #11
3a. Address 737 North Eldridge Parkway, 12.181A Houston, TX 77079	9. API Well No. 30-045-07887
3b. Phone No. (include area code) 281-892-5369	10. Field and Pool or Exploratory Area Basin Dakota
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec. 28 T29N R13W SENW 1520 FNL 1520 FWL	11. County or Parish, State San Juan, NM

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"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input checked="" type="checkbox"/> Final Abandonment Notice	<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"/> 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 recompleate 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 recompleation 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 determined that the site is ready for final inspection.)

Subject well was P&A'd 07/22/2002.

BP requests Final Abandonment on the subject well. The location was reconstructed as a museum exhibit per landowner request. All equipment was cut and capped below grade then buried into the ground 12 inches to provide the appearance of an active well pad for museum purposes. All equipment has been drained, cleaned, and made safe for public viewing per the landowner request. Surface owner concurrence letter attached stating that the surface owner is in agreement that final reclamation is to their satisfaction and meets their expectations.

For questions/concerns please contact Sabre Beebe, BP L48 Compliance Specialist at 970-779-9398 or sabre.beebe@bp.com

OIL CONS. DIV. DIST. 3
DEC 05 2016

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)	
Toya Colvin	Title Regulatory Analyst
Signature <i>Toya Colvin</i>	Date 11/17/2016

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved by <i>[Signature]</i>	Title <i>AFM</i>	Date <i>11/23/16</i>
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 <i>BLM</i>	

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)

NMOCDFV

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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.

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

AGREEMENT FOR ABANDONMENT OF WELL SITES, BURIED PIPELINES AND LEASE ROADS

This Agreement is made this 2nd day of November, 2016 by and between BP America Production Company ("BP") and B Square Ranch LLC, with an address of, 3901 Bloomfield Hwy, Farmington, NM ("Landowner").

WHEREAS, BP is the Operator, on behalf of itself, successors, assigns, affiliates, officers, directors, employees and its partners (collectively the "Releasees") in the Well Sites, Associated Buried Pipelines and Associated Lease Roads described and located as listed on Exhibit A.

WHEREAS, BP has abandoned or intends to abandon the aforementioned Well Sites, Associated Buried Pipelines and Associated Lease Roads, pursuant to obligations imposed upon BP under oil and gas leases, surface use agreements and releases, common law, the law of the State of New Mexico, the current Rules and Regulations that exist on the date of this agreement of the New Mexico Oil Conservation Division, the Bureau of Land Management and/or otherwise.

WHEREAS, Landowner desires BP to abandon the Well Sites, Associated Buried Pipelines and Associated Lease Roads, as is, without, restoration and revegetation, and desires to relieve BP of any further and other responsibility to restore the surface of the Well Sites and Associated Lease Roads and/or to reestablish vegetative cover as to the said Well Sites and Associated Lease Roads.

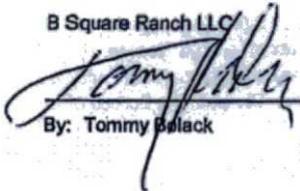
WHEREAS, Landowner agrees that any of their reclamation activities, that may occur, on any of the abandoned Well Sites and Associated Lease Roads will not interfere with BP's ability to access and operate the active well that is located on any of the above referenced co-located Well Sites.

NOW THEREFORE, in consideration of the payment of One hundred thousand and No/100 Dollars (\$100,000.00) and other valuable consideration, the receipt and sufficiency is hereby acknowledged by both parties, BP and Landowner agree as follows:

1. BP and Landowner acknowledge and agree that BP has abandoned the aforementioned Well Sites, Associated Buried Pipelines and Associated Lease Roads.
2. BP acknowledges that all abandoned Associated Buried Pipelines have been properly isolated, purged and abandoned according to current regulations that existed on the execution date of this agreement.
3. Landowner agrees to assume any and all responsibility for restoration of the surface of the Well Sites and Associated Lease Roads and further agrees that BP and its Releasees are completely relieved of any further obligation of, or liability for, surface restoration, of the Well Sites and/or Associated Lease Roads thereto.
4. As further consideration for the payment herein, Landowner, on behalf of itself, successors and assigns, does hereby forever release, relinquish and discharge BP and its Releasees, from all debts, claims, demands, damages and causes of action whatsoever, known or unknown, including such as have arisen or may hereafter arise by reason of or which have in any manner grown out of and which may hereafter grow out of said Well Sites, Associated Buried Pipelines and/or Associated Lease Roads associated therewith.
5. BP and Landowner acknowledge and agree that BP will abandon in place certain pieces of equipment as described in Exhibit A that is currently located at some of the said Well Sites. Landowner desires to assume ownership and responsibility of said equipment as described in Exhibit A. Landowner, on behalf of itself, successors and assigns, does hereby forever release, relinquish and discharge BP and its Releasees, from all debts, claims, demands, damages and causes of action whatsoever, known or unknown, including such as have arisen or may hereafter arise by reason of or which have in any manner grown out of and which may hereafter grow out assuming ownership and responsibility for said equipment.
6. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto, their heirs, successors and assigns. It is the parties further intent that Landowner's agreement to permit BP to abandon said Well Sites, Associated Buried Pipelines and Associated Lease Roads, without restoration or revegetation, constitutes a covenant by said Landowner which shall run with the land and be binding upon Landowner's successors entitled to the property which is the subject of this Agreement.
7. Landowner represents and warrants to BP that Landowner owns 100% of the right, title, and interest in and to the surface tract upon which said Well Sites, Associated Buried Pipelines and Associated Lease Roads thereto are located and said Landowner agrees to indemnify and hold BP harmless from all claims asserted by and landlord, tenant, lien holder or other owner of the property asserting an interest or rights adverse or contrary to the interest warranted by Landowner herein.

8. The parties agree that a Memorandum of the Agreement shall be executed and filed in the real property records for San Juan County, New Mexico. In addition, all terms and conditions of this Agreement shall remain confidential between the Landowner and BP (collectively "Parties"), except it may be disclosed to the Parties' successors in interest, including potential purchasers.

Executed this 2nd day of November, 2016

B Square Ranch LLC

 By: Tommy Bolack

BP America Production Company

 By: Debra Bacon, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)
 COUNTY OF HARRIS)

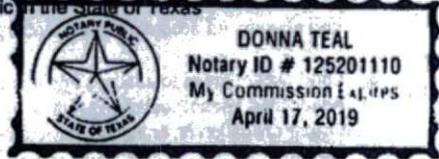
The foregoing instrument was acknowledged before me this 2 day of November, 2016 by Debra Bacon as Attorney-In-Fact for BP America Production Company, a Delaware corporation.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

4/17/19


 Notary Public in the State of Texas



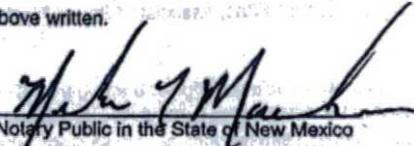
STATE OF NEW MEXICO)
 COUNTY OF SAN JUAN) ss

On this 2nd day of November, 2016, before me the undersigned Notary Public in and said County and State, personally appeared Tommy Bolack, as owner of B Square Ranch LLC, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the purposes and consideration therein mentioned and set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

6.13.18


 Notary Public in the State of New Mexico



**MEMORANDUM
OF
AGREEMENT FOR ABANDONMENT OF WELL SITES, BURIED PIPELINES AND LEASE ROADS
SAN JUAN COUNTY, NEW MEXICO**

Reference is made to a certain unrecorded Agreement for Abandonment of Well Sites, Buried Pipelines and Lease Roads dated 1st day of November, 2016 by and between B Square Ranch LLC, hereinafter referred to as "Grantor", and BP America Production Company hereinafter referred to as "Grantee".

WITNESSETH

IN CONSIDERATION of the sum of Ten and no/100 dollars (\$1000) cash paid to Grantor by Grantee and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of obligations undertaken by Grantee. Grantor granted under Grantee upon terms and consideration mutually agreed to by Grantor and Grantee. Grantor acknowledges that Grantee will properly abandon any and all underground piping, but Grantor otherwise desires Grantee to abandon various well sites and lease roads located on Grantors property in San Juan County, NM as is, without restoration and revegetation, and desires to relieve Grantee of any further and other responsibility and liability to restore the surface of the Well Sites and associated Lease Roads and/or to reestablish vegetative cover as to the well sites as listed on attached Exhibit "A" and associated Lease Roads.

WHEREAS, Landowner agrees that any of their reclamation activities, that may occur, on any of the abandoned Well Sites and Associated Lease Roads will not interfere with BP's ability to access and operate the active well that is located on any of the above referenced co-located Well Sites.

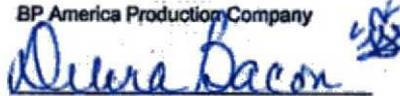
ALL TERMS and provisions of the unrecorded Agreement for Abandonment of Well Sites, Buried Pipelines and Road Access shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHERE OF, this Memorandum of Agreement for Abandonment of Well Sites, Buried Pipelines and Road Access has been executed originals.

B Square Ranch LLC


By: Tommy Bolack

BP America Production Company


By: Debra Bacon, Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS)
COUNTY OF HARRIS) ss

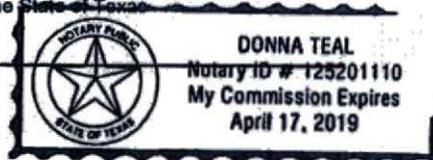
The foregoing instrument was acknowledged before me this 2 day of November, 2016 by Debra Bacon as Attorney-in-Fact for BP America Production Company, a Delaware corporation.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

4/17/19


Notary Public in the State of Texas



STATE OF NEW MEXICO)
COUNTY OF SAN JUAN) ss

On this 2nd day of November, 2016, before me the undersigned Notary Public in and said County and State, personally appeared Tommy Bolack, as owner of B Square Ranch LLC, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the purposes and consideration therein mentioned and set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

6.13.18


Notary Public in the State of New Mexico



EXHIBIT "A"

Attached to and made a part of the Memorandum of Agreement for Abandonment of Well Sites, Buried Pipeline and Lease Roads, dated November 2, 2016, between Tommy Bolack, Owner of B Square Ranch, LLC and BP America Production Company.

WELL	API	LOCATION	(S-T-R)	SHARED PAD
1. GCU 308	3004524624	SESE	7-T28N-R12W	N/A
2. GCU 289	3004523820	SESW	8-T28N-R12W	N/A
3. GCU 584	3004531601	NENW	18-T28N-R12W	N/A
4. GCU 22	3004507479	SWNE	18-T28N-R12W	N/A
5. GCU 130	3004507510	NWNE	18-T28N-R12W	N/A
6. GCU 582	3004531017	NWNW	19-T28N-R12W	GCU 196E, 3004524254
7. GCU 509	3004528170	NWNW	28-T29N-R12W	N/A
8. GCU 394	3004528116	SESW	30-T29N-R12W	GCU 187E, 3004524172
9. GCU 292	3004523787	SENE	30-T29N-R12W	N/A
10. GCU 285	3004523605	SWSW	31-T29N-R12W	N/A
11. GCU 332	3004525475	SESE	31-T29N-R12W	GCU 221E, 3004524259
12. GCU 210E	3004524249	NENW	31-T29N-R12W	N/A
13. GCU 322	3004524626	SENE	31-T29N-R12W	N/A
14. GCU 323	3004524615	SWSW	32-T29N-R12W	N/A
15. GCU 324	3004524614	SESW	30-T29N-R12W	N/A
16. GCU 236E	3004526270	SWSW	14-T28N-R13W	N/A
17. GCU 234	3004511714	NENE	14-T28N-R13W	GCU 571, 3004530703
18. GCU 239	3004511740	SENE	24-T28N-R13W	N/A
19. GCU 240E	3004526341	NENW	24-T28N-R13W	N/A
20. GCU 161E	3004524886	SESW	23-T29N-R13W	GCU 390, 3004528309
21. GCU 262	3004520285	SESW	24-T29N-R13W	GCU 377, 3004527537
22. GCU 304	3004523939	SESW	24-T29N-R13W	GCU 377, 3004527537
23. GCU 163	3004507795	SWSE	26-T29N-R13W	N/A
24. GCU 135E	3004526295	SWNE	26-T29N-R13W	N/A
25. CALLOW A1	3004507913	NWNW	27-T29N-R13W	N/A
26. CALLOW 8	3004507790	SWSE	27-T29N-R13W	N/A
27. CALLOW 11	3004507887	SENE	28-T29N-R13W	N/A
28. CALLOW 9E	3004524294	SENE	28-T29N-R13W	N/A
29. GCU 325	3004524627	SWNW	35-T29N-R13W	N/A
30. GCU 164E	3004524957	NENW	35-T29N-R13W	N/A
31. GCU 164	3004507622	SWSW	35-T29N-R13W	GCU 396, 3004528310
32. GCU 44	3004507610	SWSW	35-T29N-R13W	N/A
33. GCU 326	3004524616	SENE	36-T29N-R13W	N/A
34. GCU 163E	3004524870	SWSW	26-T29N-R13W	N/A
35. GCU 367	3004526880	SENE	31-T29N-R12W	N/A
36. GCU 262E	3004526159	SESE	24-T29N-R13W	N/A