

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0137  
Expires: January 31, 2018

**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.*

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

**HOBBS OCD**  
**AUG 16 2018**  
**RECEIVED**

5. Lease Serial No.  
NMNM90161

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.  
NMNM120042X

8. Well Name and No.  
WEST BLINEBRY DRINKARD UNIT 44

9. API Well No.  
30-025-26266

10. Field and Pool or Exploratory Area  
EUNICE; B-T-D, NORTH

11. County or Parish, State  
LEA COUNTY COUNTY, NM

1. Type of Well  
 Oil Well  Gas Well  Other

2. Name of Operator  
APACHE CORPORATION  
Contact: REESA FISHER  
E-Mail: Reesa.Fisher@apachecorp.com

3a. Address  
303 VETERANS AIRPARK LANE SUITE 3000  
MIDLAND, TX 79705

3b. Phone No. (include area code)  
Ph: 432-818-1062

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
Sec 8 T21S R37E NESW 2093FSL 1867FWL

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

| TYPE OF SUBMISSION                                   | TYPE OF ACTION  |
|--|---|
| <input checked="" 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"/> Hydraulic Fracturing <input checked="" type="checkbox"/> Reclamation <input type="checkbox"/> Well Integrity |
| <input 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.

Apache respectfully request that the Interim Reclamation requirements for the following wells listed on the attached list be released based on the attached waivers granted by the current Surface Owner, which states in part:

?With respect to any obligation of Operator to conduct interim reclamation of disturbed areas within the Lands pursuant to any APD's which have been approved by the United States Bureau of Land Management in connection with operations and activities of Operator on or before the effective date of this Agreement, the Surface Owner does hereby waive Operator, its subsidiaries, affiliates, and all other related entities from its and their obligation of interim reclamation.?

The cooperation of the United States Bureau of Land Management concerning this matter is greatly

14. I hereby certify that the foregoing is true and correct.  
Electronic Submission #429641 verified by the BLM Well Information System  
For APACHE CORPORATION, sent to the Hobbs  
Committed to AFMSS for processing by DEBORAH HAM on 08/01/2018 ( )

Name (Printed/Typed) REESA FISHER Title SR STAFF REGULATORY ANALYST

Signature (Electronic Submission) Date 08/01/2018

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

Approved By *[Signature]* Title *Supv. IET* Date *8-14-18*

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 *Cochise*

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.

**Additional data for EC transaction #429641 that would not fit on the form**

**32. Additional remarks, continued**

appreciated.

This well was inadvertently left off submission for WBDU wells due to incorrectly being listed as lease well vs. unit well.

**RELEASE AND WAIVER AGREEMENT**

This Release and Waiver Agreement (this "Agreement") is entered into as of this 18 day of December, 2017 (the "Effective Date"), by and between SouthWest Bank, Odessa, Trustee of the Millard Deck Testamentary Trust under the Last Will and Testament of Millard Deck, dated August 28, 1975, whose address is 4800 East 42<sup>nd</sup>, Odessa, TX 79762 (hereinafter referred to as "Surface Owner"), and ZPZ Delaware I LLC, a Delaware limited liability company, with an office at 303 Veterans Airpark Lane, Suite 1000, Midland, Texas 79705 ("Operator"). Surface Owner and Operator may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, Surface Owner is the owner and holder of the surface estate in and to certain lands located in Lea County, New Mexico described on the attached Exhibit "A" (hereinafter referred to as the "Lands"); and

**WHEREAS**, Operator is the owner and holder of certain oil and gas leases and/or other mineral rights underlying the Lands (hereinafter referred to as the "Operator Leasehold"); and

**WHEREAS**, Operator has conducted operations and activities upon the Lands pursuant to Operator's Applications for Permit to Drill (hereinafter referred to as the "APD's") which had been approved by the United States America Bureau of Land Management and pursuant to which Operator is obligated to perform interim reclamation on all disturbed areas not reasonably necessary for active support of production operations; and

**WHEREAS**, Surface Owner and Operator are both satisfied that Operator's operations and activities have been conducted in such a manner that there are no disturbed areas on the Lands which are not needed for active support of Operator's production operations, and that accordingly, there are no portion or portions of the Lands on which it is necessary for Operator to perform such interim reclamation; and

**WHEREAS**, in accordance with the foregoing, the Parties desire to enter into this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties do hereby agree as follows:

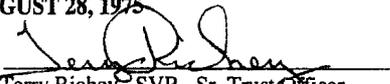
1. All operations and activities performed by Operator upon the Lands pursuant to APD's which have been approved by the United States Bureau of Land Management have been performed by Operator in such manner that (i) all disturbed areas will be reasonably necessary for active support of Operator's production operations, and (ii) there is no portion or portions of the Lands on which interim reclamation needs to be performed by Operator.
2. With respect to any obligation of Operator to conduct interim reclamation of disturbed areas within the Lands pursuant to any APD's which have been approved by the United States Bureau of Land Management, as of the Effective Date of this Agreement, the Surface Owner does hereby release, relinquish, waive, and forever discharge Operator, its subsidiaries, affiliates, and all other related entities, from all claims, liabilities, demands, or causes of action of any kind.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and legal representatives of each of the Parties.

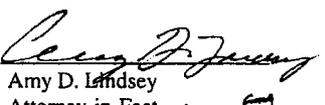
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**SOUTHWEST BANK, TRUSTEE OF  
THE MILLARD DECK TESTAMENTARY  
TRUST UNDER THE LAST WILL AND  
TESTAMENT OF MILLARD DECK, DATED  
AUGUST 28, 1975**

By:   
Terry Richey, SVP - Sr. Trust Officer  
As Trustee of the Millard Deck Testamentary  
Trust under the Last Will and Testament of  
Millard Deck, dated August 28, 1975

**ZPZ Delaware I LLC**

By:   
Amy D. Lindsey  
Attorney-in-Fact 

**EXHIBIT "A"**

**Township 20 South – Range 37 East; NMPM; Lea County; NM**

**Section 21:** W/2 (except for 11.21 acres conveyed to the New Mexico State Highway Department more specifically defined under that certain Warranty Deed, dated June 25, 1987 Recorded Book 436, Page 425.)

**Section 25:** N/2 N/2; SE/4 NE/4; NE/4 SE/4; SE/4 NW/4; NE/4 SW/4

**Section 27:** NE/4 SW/4

**Section 28:** NE/4 SE/4

**Section 35:** W/2 NW/4

**Township 21 South – Range 36 East; NMPM; Lea County; NM**

**Section 03:** S/2

(except for 22.69 acres conveyed to the New Mexico State Highway Department more specifically defined under that certain Warranty Deed, dated June 25;1987 at Book 436; Page 425.)

**Section 04:** E/2 SW/4; SE/4; Lot(s) 1 thru 3; 6 thru 11; 14 thru 16

(except for 22.69 acres conveyed to the New Mexico State Highway Department more specifically defined under that certain Warranty Deed, dated June 25;1987, recorded Book 436, Page 425.)

**Section 09:** NE/4 NW/4; S/2 SW/4; W/2 E/2; N/2 SE/4 NW/4; SW/4 SE/4 NEW/4; E/2 SE/4; 50.17 acres located in NE/4 (described as beginning 730' feet west from the NE corner thence south 1,780' feet, thence east 730' feet, thence south 860' feet, thence west 1,320' feet, thence north 2,640' feet, thence east 590' feet to the point of beginning; less 2.42 acres assigned to the New Mexico State Highway Department.)

**Section 10:** E/2; SW/4; E/2 NW/4

**Township 21 South – Range 37 East; NMPM; Lea County; NM**

**Section 04:** SW/4 SE/4; S/2 SW/4;  
E/2 SE/4

**Section 21:** NW/4; W/2 NE/4

**Section 05:** SE/4

**Section 22:** SW/4; E/2 NW/4; SE/4 west of  
rail road.

**Section 08:** E/2 SW/4; E/2

**Section 09:** ALL

**Section 15:** SW/4 (789.55 acres) (less a tract, beginning in the W/4 corner Sec 15, TH N89D14' 36"E 2651. 81', S0D40' 28"E 1321. 50', S89D16' 32" W 2652.61 ', 11N0D38' 19"W1320. 01' to the point of beginning.)