

UTAH OIL AND GAS CONSERVATION COMMISSION

REMARKS: Geologic Formations: Surface - Shinarump, Bottom - Mississippian Limestone

8-21-86 added to systems
(No File) Bul. 50

DATE FILED Prior OGCC

LAND: FEE & PATENTED STATE LEASE NO. PUBLIC LEASE NO. X INDIAN

DRILLING APPROVED: --

SPOUDED IN:

COMPLETED:

INITIAL PRODUCTION:

GRAVITY A. P. I.

GOR:

PRODUCING ZONES:

TOTAL DEPTH: 3,508

WELL ELEVATION: 7,504

DATE ABANDONED: 9-17-49 P&A

FIELD OR DISTRICT: Pine Ridge 3/86 Wildcat

COUNTY: Uintah API # 43-047-20366

WELL NO. Tide Water Assoc. Oil Co. 58-7

LOCATION: FT. FROM (N) (S) LINE, FT. FROM (E) (W) LINE. SW SW SE QUARTER - QUARTER SEC. 7

TWP.	RGE.	SEC.	OPERATOR	TWP.	RGE.	SEC.	OPERATOR
3S	20E	7	TIDE WATER ASSOC. OIL CO.				

GEOLOGIC TOPS:

QUATERNARY	Star Point	Sinbad	Brazer
Recent	Wahweap	PERMIAN	Pilot shale
Alluvium	Masuk	Kaibab	Madison
Lake beds	Colorado	Coconino	Leadville
Pleistocene	Mancos	Cutler	Redwall
Lake beds	Upper	Hoskinnini	DEVONIAN
TERTIARY	Middle	DeChelly	Upper
Pliocene	Lower	White Rim	Middle
Humboldt	Emery	Organ Rock	Lower
Salt Lake	Blue Gate	Cedar Mesa	Ouray
Miocene	Ferron	Halgaite tongue	Elbert
Bishop conglomerate	Frontier	Phosphoris	Guilmette
Oligocene	Dakota	Park City 730'	Simonsen dolomite
Norwood	Burro Canyon	Rico (Goodridge)	Sevy dolomite
Eocene	Cedar Mountain	Supai	North Point
Duchesne River	Buckhorn	Bird Springs	SILURIAN
Uinta	JURASSIC	CARBONIFEROUS	Laketown dolomite
Bridger	Morrison	Pennsylvanian	ORDOVICIAN
Green River	Salt Wash	Oquirrh	Eureka quartzite
Upper	San Rafael Gr.	Weber 876'	Pogonip limestone
Middle	Summerville	Morgan 1630'	CAMBRIAN
Lower	Bluff sandstone	Hermosa	Lynch
Wasatch	Curtis	Upper	Bowman
Colton	Entrade	Lower	Tapeats
Flagstaff	Moab tongue	Molas	Ophir
Almy	Carmel	Paradox	Tintic
Paleocene	Glen Canyon Gr.	A	PRE-CAMBRIAN
Current Creek	Navajo	B	
North Horn	Kayento	C	
CRETACEOUS	Wingate	Manning Canyon	
Montana	TRIASSIC	Mississippian 2588'	
Mesaverde	Chinle	Chainman shale	
Price River	Shinarump	Humbug	
Blackhawk	Moenkapi 65'	Joana limestone	

UTAH GEOLOGICAL AND MINERALOGICAL SURVEY

AFFILIATED WITH

THE COLLEGE OF MINES AND MINERAL INDUSTRIES

UNIVERSITY OF UTAH

SALT LAKE CITY, UTAH

DRILLING RECORDS

FOR OIL AND GAS IN UTAH

COMPILED UNDER THE DIRECTION OF

GEORGE H. HANSEN, H. C. SCOVILLE,

AND THE

UTAH GEOLOGICAL AND MINERALOGICAL SURVEY



*From the Records of the Oil and Gas Leasing Branch of the
Conservation Division of the U.S. Geological Survey*

Bulletin 50

February 1955

Price \$5.00

UINTAH COUNTY

WELL NO.	SECTION	STATUS	OWNER	SURFACE	COMPLETED	ELEVATION	SURFACE	BOTTOM
24-1	NESE 18-2N1E (Uintah Meridian)	P	J. F. Walker et al #1	White Rocks	11-25-28	6300?	Nugget	Nugget
24-2	C SWSW 13-1S1W (Uintah Meridian)	P	Carter Oil Co. H. A. Peterson #.	Roosevelt	12-16-52	5549	Duchesne River	Wasatch
24-3	C NENE 24-1S1W (Uintah Meridian)	P	Phillips Petroleum Co. Leeton #1	Roosevelt	1-1-52	5520	Duchesne River	Wasatch
24-4	G NWSW 24-1S1W (Uintah Meridian)	P	Carter Oil Co. #1	Roosevelt	4-26-53	5487	Duchesne River	Wasatch
24-5	C SESW 10-1S1E (Uintah Meridian)	P	Gulf Oil Corp. Whitlock #1	Roosevelt	4-30-52	5464	Duchesne River	Green River
24-6	C SWSW 16-1S1E (Uintah Meridian)	In	Carter Oil Co. Ute Tribal C-1	Roosevelt	7-30-52	5460	Duchesne River	Wasatch
24-7	C SESW 18-1S1E (Uintah Meridian)	P	Carter Oil Co. G. E. Houston #1	Roosevelt	3-13-53	5520	Duchesne River	Wasatch
24-8	C NESW 20-1S1E (Uintah Meridian)	In	Carter Oil Co. Ute Tribal B-1	Roosevelt	3-31-52	5444	Duchesne River	Wasatch
24-9	G NWSW 21-1S1E (Uintah Meridian)	In	Carter Oil Co. Roosevelt #1	Roosevelt	6-25-49	5410	Duchesne River	Green River
24-10	G NWSE 21-1S1E (Uintah Meridian)	In	Carter Oil Co. Roosevelt #2	Roosevelt	9-28-50	5393	Duchesne River	Green River
24-11	G NWSW 24-1S1E (Uintah Meridian)	P	Carter Oil Co. Rosemary Lloyd #1	Roosevelt	10-26-52	5471	Duchesne River	Paleocene
24-12	G SENE 28-1S1E (Uintah Meridian)	In	Carter Oil Co. Roosevelt #3	Roosevelt	9-12-52	5313	Duchesne River	Wasatch
24-13	SESENE 29-1S1E (Uintah Meridian)	P	J. W. Weightman et al #1	Roosevelt	2-14-51	?	Duchesne River	?
24-14	N ₁ S ₂ 36-1S1E (Uintah Meridian)	P	Syndicate Oil & Mining Co. #1	La Point	10-23-46	?	Duchesne	?
24-15	SWNW 8-2S2E (Uintah Meridian)	P	Uintah Oil & Exploration Co. #1	Moffat	1919	5100?	Duchesne	?
24-16	SWSNW 19-2S2E (Uintah Meridian)	P	Syndicate Oil & Mining Co. #1	Moffat	12-?-52	?	Green River	?
24-17	N. SESE 29-4S1E (Uintah Meridian)	Pu	Utah Southern Oil Co. #1	Myton	2-24-29	5000	Uinta	Green River?
24-18	SWSWE 7-3S2OE	Pu	Tide Water Assoc. Oil Co. 58-7	Pine Ridge	9-17-49	7504	Shinarump	Mississippian Limestone
24-19	NWSE 28-3S21E	Pu	Mauda Ellen Oil Co. #1	Neal Dome	11-2-32	5750	Nugget	Weber
24-20	SESE 30-3S21E (Lot 10)	P	Vernal Oil & Gas Co. #1	Vernal Dome	11-?-48	?	Chinle	?
24-21	SWSESE 30-3S22E	Pu	Cities Service Oil Co. #1	Brush Creek	?	?	Mancos	?
24-22	NENWNE 12-4S2OE	Pu	George F. Martin #1	Coal Basin	7-4-50	5883	Carmel	Navajo
24-23	NWNWNE 12-4S2OE	Pu	George F. Martin #1-A	Coal Basin	9-25-50	5869	Carmel	Weber
24-24	NESE 21-4S2OE	Pu	Union Oil Co. #1	Cottonwood Springs	6-11-42	6275	Duchesne River	Mesaverde

Note: Wells for each county are "spotted" on the accompanying map.

									410	Abd
Teu 3220', Tegr 6040', Tew 10,187'.									10,276	POW
Teu 1790', Tegr 6237', Tew 10,064'.									10,140	POW
Teu 2912', Tegr 5815', Tew 10,024'.									10,060	POW
Teu 1415', Tegr 5963'.									9,660	POW
Teu 1840', Tegr 6005', Tew 9946'.									9,995	P&A
Teu 3125', Tegr 5995', Tew 10,102'.									10,142	POW
Teu 1280', Tegr 5510', Tew 9850'.									9,942	POW
Teu 1220', Tegr 5785'.									9,391	POW
Teu 1320', Tegr 5785'.									9,393	POW
Teu 2075', Tegr 5785', Tew 9668', Tpa 11,867'.									11,888	P&A
Teu 1811', Tegr 5514', Tew 9524'.									9,592	POW
									330	Abd
									2,207	Abd
									1,100	Abd
									832	Abd
									3,000	Abd
									3,508	P&A
Rm 65', Ppc 730', Cpw 876', Cpm 1630', Cm 2588'.									2,552	Abd
Rsh 96', Rm 150', Ppc 1046', Cpm 2264'.									2,660	Abd
Kfr 1580', Kd 1910', Jm 2045', Jca 3206', Jn 3343', Rc 4155', Rsh 4268', Rm 4375', Pp 5270'.									?	Loc
Jn 84'.									590	P&A
Jn 95', Rc 1220', Rsh 1317', Rm 1430', Ppc 2255', Cpw 2300'.									2,314	P&A
									2,222	Abd

Note: For abbreviated legend data see explanation before tables.

WELL SEARCH

WELL DATA

WELL HISTORY

WELL ACTIVITY

WELL NAME **TIDE WATER 58-7** API NUMBER **4304720366** WELL TYPE **NA** WELL STATUS **PA**

OPERATOR **TIDEWATER OIL CO** ACCOUNT **P0194** # OPERATOR APPROVED BY BLM / BIA

DESIGNATED OPERATOR _____ ACCOUNT _____

FIELD NAME **WILDCAT** FIELD NUMBER **1** FIRST PRODUCTION _____ LA | PA DATE **9** | **17** | **1949**

WELL LOCATION:

SURF LOCATION **0300 FSL 2310 FEL**

Q. S. T. R. M. **SWSE** | **07** | **03.0 S** | **20.0 E** | **S**

COUNTY **UINTAH**

UTM Coordinates:

SURFACE - N **4490951.00** BHL - N _____

SURFACE - E **608467.00** BHL - E _____

LATITUDE **40.56413**

LONGITUDE **-109.71870**

CONFIDENTIAL FLAG LEASE NUMBER **FEE**

CONFIDENTIAL DATE _____ MINERAL LEASE TYPE **4**

DIRECTIONAL | HORIZONTAL SURFACE OWNER TYPE **4**

HORIZONTAL LATERALS INDIAN TRIBE _____

ORIGINAL FIELD TYPE **W** C.A. NUMBER _____

WILDCAT TAX FLAG UNIT NAME _____

CB-METHANE FLAG

ELEVATION **7504' GR**

BOND NUMBER / TYPE _____

CUMULATIVE PRODUCTION:

OIL **0**

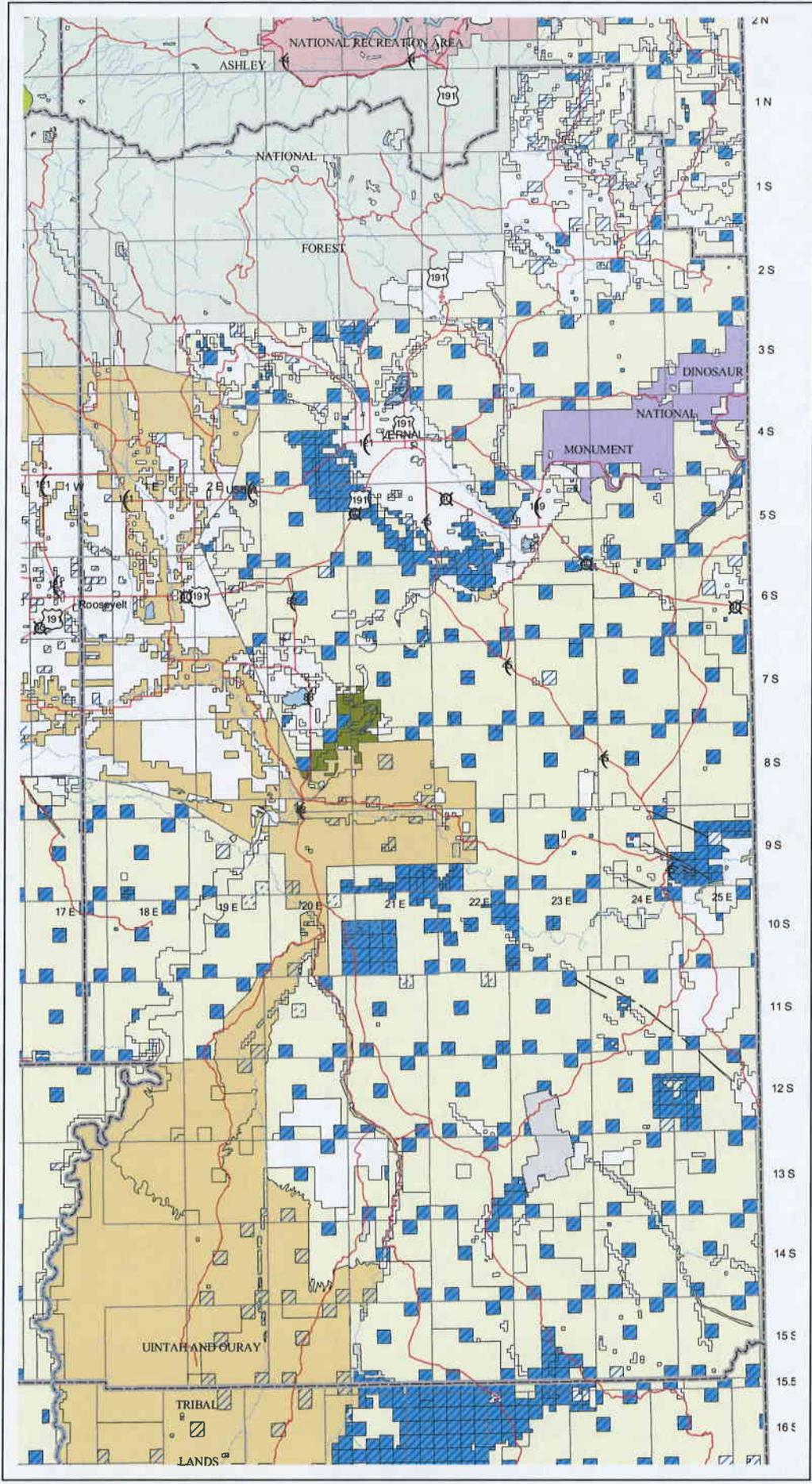
GAS **0**

WATER **0**

WELL IMAGES PRODUCTION GRAPH

COMMENTS PRIOR OGCC;INFO FR BULLETIN 50;NO OTHER INFO AVAILABLE:940105 FTGS PER BLM:050412 FEE SURF & MINERALS;SEE FILE:

Create New Rec Save Cancel Change To History To Activity Print Recd Export Recd ↑ ↓

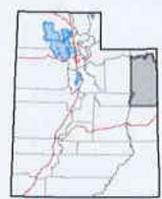
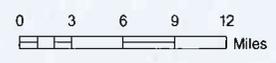


UINTAH COUNTY Surface and Mineral Trust Lands

July 6, 2004

LEGEND

- Forest Service
- Bureau of Land Management
- Trust Land
- Tribal Lands
- Private
- Department of Defense
- National Parks, Monuments, & Historic Sites
- State Parks & Recreation Areas
- State Wildlife Reserves
- National Recreation Areas
- National Wildlife Refuge
- National Wilderness Areas
- Bankhead Jones
- Sovereign Lands
- Water
- Intermittent Water
- Trust Mineral Ownership
- Trust Partial Mineral Ownership
- County Boundary



675 East 500 South, Ste 500
 Salt Lake City, Utah 84102
 801-538-5100
www.trustlands.com
 For Reference Use Only
 Produced: July 6, 2004 SITLA

Entry number 37042

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That J.A.Cheney and Jennie L.Cheney, his wife of Vernal, Utah, Grantors, for an in consideration of Ten and No/100---dollars (\$10.00) to them in hand paid by George Nyberg of Lapoint Utah hereinafter called the grantee, receipt of which is hereby acknowledged, have granted, sold, assigned and delivered, and by these presents do grant, sell, assign and deliver unto the said grantee, an undivided one-half interest in and to all of the grantors right, title and interest, in and to all oil, gas, and other minerals, in and under, and that may be produced from the following described land situate in Uintah County, State of Utah, to-wit:

The East half of the Northwest quarter of Section 27, Township 1 North, Range 1 East, Uintah Special Meridian.

The South half of the Southwest quarter of Section 36, Township 2 South, Range 1 East, Uintah Special Meridian.

Together with the grantors right of ingress and egress at all times for the purpose of mining, drilling, and exploring said land for oil, gas and other minerals and removing the same therefrom.

To have and to hold the said interest in the above described property, unto the said grantee herein, his heirs and assigns forever.

Witness the hands of the said grantors this 11th day of October, 1946.

J.A.Cheney
Jennie L.Cheney

Signed in the presence of.....

State of Utah
County of Uintah...SS

On this 11th day of Oct. A.D. 1946, personally appeared before me J.A.Cheney and Jennie L.Cheney the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Archie Johnson
Notary Public
Residing at Vernal, Utah.

My Commission Expires May 16, 1950
SEAL

Filed for record at 1:00 P.M. on July 20th 1949.

Rala Anderson
County Recorder

Entry number 37045

DRILLING AGREEMENT

This Agreement, made and entered into as of the 7th day of July, 1949, by and between Tide Water Associated Oil Company, a Delaware Corporation, first party, hereinafter called "Associated" and Fred M.Manning, Inc., second party, hereinafter called "Contractor".

Witnesseth:

That, whereas, Associated desires a well drilled in Uintah County, State of Utah, for the purpose of determining whether or not formations containing oil and/ or gas underlie the same as follows:

Mohawk # 25-7, Section 7, Township 3 S. Range 20 E. S1M. **only well in database Tidewater 58-7 (No Mohawk 25-7)*

WHEREAS Contractor desires to perform such drilling operations under the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

Section One

ASSOCIATED AGREES:

1. To furnish adequate ingress and egress to and from said location for Contractor's equipment. To do all necessary grading and excavating of rig site and furnish concrete foundation and mats as required.
2. To allow Contractor to go upon the lands with all necessary equipment and representatives to carry out this drilling agreement.
3. At its cost, to furnish delivered at the well site, all conductor pipe, casing, casing shoes and casing connections, tubing, tools for landing the casing and tubing, tuning connections, Xmas-tree, and such other equipment only as will become a part of and remain at the well in the event of its completion as a producer.
4. To furnish at its expense, all cement used in abandonment or plugging.
5. At its cost, to furnish at the well site:
 - (a) professional well cementers and necessary cement for the cementing of such strings of casing which

- (b) professional well surveyers and instruments for making any surveys desired by Associated,
 - (c) All devices required for making any water or production tests desired by Associated, and
 - (d) any other specialized services and instruments which Associated may desire to use in connection with well to be drilled by Contractor hereunder.
6. To undertake to obtain such permits from public authorities as Associated may be required to obtain authorizing the drilling of the well herein contemplated.
7. To pay Contractor for the work performed by Contractor hereunder in the amount and in the manner herein specified.
8. To furnish or pay the cost for resistal piston rubbers, valve inserts and rod packing for use with oil or oil base drilling fluid.
9. To furnish at the well site, all water scrapers and oil or oil base drilling fluid if such is required for drilling; to pay Contractor for drill pipe stabilizers installed at Associated's direction.
10. To furnish at well site, bailer or swab for testing for production.
11. To furnish at well site; or reimburse Contractor for its actual cost of:
- (a) Rig up lumber, nails and tin, less credit for salvage value at well completion;
 - (b) Erection of substructures and pipe racks;
 - (c) All bits, reamers, coring equipment and fishing tools;
 - (d) Mud, mud additives and mud treating chemicals, cement and cementing services for combating lost circulation, high pressure, etc.
 - (e) Rubber casing protectors when installed at Associated's request;
 - (f) Fuel and water for rig operations.
12. For reimbursement of bills paid for account of Associated, Contractor must supply Associated's representatives on the job, with a copy of the delivery or sting tag approved by both Associated's and Contractor's representatives.

SECTION TWO

CONTRACTOR AGREES:

13. At its cost, to furnish any and all blowout prevention devices if required by any governmental authority, or if in Associated's judgment such installation is necessary.
14. That the lands upon which said drilling operations are to be conducted are in satisfactory condition for the performance of the work required to be done by Contractors under this drilling agreement.
15. To furnish at its sole cost complete diesel engine driven rotary drilling machinery with mast, two power pumps, proper drill collars, and pipe, all equipment, material and labor (three 5-man crews and a foreman) and ordinary rig supplies not herein specified as furnished by Associated.
16. To place all such drilling equipment in good working condition prior to being moved to the site of the well to be drilled hereunder and to maintain the same in good working order and repair during the term of this drilling agreement, at no cost to Associated excepting as provided by Paragraph 32 herein.
17. To carry out and fully perform, subject to the terms and provisions hereof, all drilling operations and other operations required to be performed and done by Contractor hereunder, in a diligent, skillful, and workmanlike manner, and permit Associated at all times to inspect said work as it progresses.
18. To begin the drilling of said well on or before July 30, 1949, and unless Associated shall elect to abandon or plug said well as hereinafter provided, to prosecute the drilling thereof, to such depth as shall be specified by Associated during the progress of the work, but not to exceed 4500 feet. To conduct all operations hereunder except rigging-up and dismantling operations during the full 24-hour period of each day.
19. To furnish Associated a daily drilling report on form to be supplied by Associated, of said well which shall show the formation record and such further information as Associated may request from time to time.
20. To drill hole, take, keep and save for Associated, samples of cuttings and cores of the formation encountered at such intervals and depths as Associated may request. To place said samples and cores in contain-

21. To set casing and perform such other work as may be requested by Associated, provided that in no event will Contractor be obligated to drill a hole having a diameter, after surface casing is set, exceeding 10-5/8 inches, or to a depth in excess of 4500 feet.

22. Upon completion of the work provided by this agreement, to return to Associated all recoverable materials, equipment and appliances furnished by Associated in as good a condition as when received by Contractor, ordinary wear and action of the elements excepted.

23. Upon completion of all work provided to be done hereunder, to remove from the premises all tools, equipment and other property belonging to and placed by Contractor upon the premises and leave the premises in a condition satisfactory to Associated. If requested by Associated, Contractor will abandon said well in accordance with all applicable laws and regulations.

Contractor will at actual cost, if requested by Associated, level and clean rig site, abandon road and "turn around"; fill and level mud pit and excavations made upon the premises.

24. Associated shall not be liable or responsible for, and Contractor shall indemnify, protect and save Associated harmless from and against any and all damages, claims and demands of every kind, for injury to or impairment of health or death of persons, including Associated employees, or damage to or loss of property, including property of Associated or third persons, arising out of or attributed, directly or indirectly, to the drilling of said well, or the performance or nonperformance of any services or work done under this agreement.

25. To pay all bills for services, rentals of tools, labor, material, equipment, appliances and supplies not furnished by Associated, used by Contractor in connection with the operations conducted by it hereunder, and upon demand of Associated exhibit to Associated receipted payrolls of all labor employed and receipted bills for or statements showing payments of all such services, rental of tools, material, equipment, appliances and supplies, together with the names and post office addresses of the sellers or suppliers of the same and to protect and hold Associated harmless, the lands upon which said well is drilled, and all equipment and appliances furnished by Associated, from any and all claims and demands of mechanics, laborers, teamsters, draymen, materialmen and others arising out of and in connection with the work to be done by Contractor hereunder and against all liens which may attach as the result of the work done hereunder by Contractor.

26. To carry and maintain during the life of this drilling agreement, at Contractor's own expense, the necessary and adequate workmen's compensation insurance; adequate public liability and property damage insurance as will fully protect Contractor, as well as Associated, from any and all claims and demands for damages on account of injury to or death of any person or persons, and damage to property, real or personal, arising out of the work done by Contractor hereunder, including all cost and expense on account of any such claim or demand; and to furnish to Associated for its approval as to adequacy, certificates or other documentary evidence showing that such public liability and property damage insurance has been provided.

27. To accept exclusive liability for the payment of any and all payroll taxes, withholding taxes, or contribution for unemployment insurance or old age pensions or annuities which are measured by the wage, salaries or other remuneration paid to the employees of Contractor. To reimburse Associated for any of the aforesaid taxes and contributions Associated may be required by law to pay. To comply with all valid administrative regulations respecting the assumption of liability for the aforesaid contributions and to supply information to the properly designated authorities.

28. To promptly pay when due all indebtedness Contractor may incur in carrying out this agreement, but Associated at its option shall have the right from time to time, but shall not be required, to pay in whole or in part any indebtedness or liability incurred by Contractor hereunder which Contractor shall permit to remain unpaid after its maturity, and Associated in order to secure reimbursement shall have the right to deduct the amount of any such payment from any payments due Contractor hereunder.

29. To pay all taxes, levied and assessed against all property of Contractor located upon the premises of Associated.

30. To use in the performance of work to be done under this agreement, only petroleum products purchased

SECTION THREE

THE PARTIES MUTUALLY AGREE:

31. That Associated makes no warranty as to the condition of any equipment or materials furnished to Contractor pursuant to the provisions hereof and Contractor agrees that upon its acceptance of such equipment or materials, Associated shall be relieved of all responsibility on account of the condition thereof.

32. That Associated shall pay to Contractor for the work and services performed by Contractor as follows:

(a) A flat sum of \$3500.00 to cover the cost of moving rig and equipment to location and truck time rigging up and tearing out.

(b) \$500.00 per 24 hour day for time spent rigging up and dismantling tools and for delay time; such rate to begin with the start of the continuous operation of unloading and rigging up, and continue until the well is ready to spud; to begin again when rig is released and continue until tools are ready to load out on trucks.

(c) \$675.00 per 24-hour day for work requiring the use of Contractor's drill pipe, such as setting surface pipe, waiting for cement to set, testing, running production string, etc.

(d) \$675.00 per 24-hour day for work requiring the use of Contractor's drill pipe, plus an amount equal to two per cent per foot per day for the use of Contractor's $\frac{1}{2}$ " O.D. drill pipe, or one and one half cents per foot per day for the use of Contractor's drill pipe smaller than $\frac{1}{2}$ " O.D. This charge will be calculated on the greater length of drill pipe in the hole during each 24 hour period, i.e., a charge for a full day's rental will be made for every day that the drill pipe is run in hole.

(e) In addition to the rates set forth in (b), (c), and (d) above, in the event it is necessary for Contractor to employ two 12-hour crews instead of three 8-hour crews due to labor or housing shortage, then the above rates will be increased by an amount equal to \$24.75 per 24-hour day to cover increase in labor cost due to working said 12-hour tours.

(f) Associated shall repair or replace at reasonable value, any drill pipe, kellys, tool joints, subs or drill collars that may be lost, damaged or destroyed, ordinary wear and tear excepted.

Note: In the event of a shut-down due to failure of Contractor's equipment or for other reasons for which the Contractor is responsible, day work rates shall be charged only for the first 12 hours of such a shut-down and for all time in excess of 12 hours, Contractor shall be reimbursed only for his actual out-of-pocket expense for cost of crews, supervision and payroll insurance and taxes thereon.

In event Contractor's cost of labor or materials are substantially changed from present costs, the rates above under (b), (c), (d), (e) shall be subject to possible adjustment based upon review and mutual agreement between Contractor and Associated.

It is further understood that the per diem compensation hereinabove mentioned, contemplates the performance by Contractor of the operations or services herein mentioned with the complete crew during the full 24-hour period, excepting rigging up and dismantling, and that said per diem compensation shall be paid only for the time Contractor shall be engaged in the performance of such operations or services with a complete crew. In event that less than a full crew is furnished for such operations, Contractor shall allow Associated credit for the cost of labor not employed, plus insurance and payroll taxes thereon.

33. Contractor shall, subject to the other terms and conditions hereof, be paid in the manner as follows:

(1) Contractor shall furnish to Associated invoices in quadruplicate showing in detail all of the work done by Contractor hereunder and the contract price to be paid by Associated therefor. If there is any difference of opinion as to any of the items shown on any such invoice and the matter cannot be mutually settled, then the same shall be submitted to arbitration. In such event however, the undisputed item shall be paid by Associated within the time and in the manner hereinafter set forth.

(2) Subject to the terms and conditions hereof, Contractor shall be paid for Contractor's services hereunder as follows:

Three-fourths (3/4ths) of all amounts accrued up to the fifteenth and last day of each month to be paid

being no claim or lien for work, labor or material and no notice to withhold payment.

34. The Associated Drilling Superintendent, or such other person as may be designated by the Associated from time to time, shall be the Associated representative for the purpose of determining the various matters provided by this agreement to be determined or approved by Associated, including the final acceptance of the well.

35. The Contractor shall drill the well so that the hole at every point to the total depth drilled, shall be confirmed to within five degrees of vertical. The Contractor shall use devices satisfactory to Associated and the Contractor, at such intervals as may be required by Associated for the purpose of determining the angle of inclination of the hole. The Contractor shall deliver to Associated all data pertaining to the inclination of the hole and all records resulting from all surveys and measurements of the hole. In the event that any of said devices indicate that the inclination of the hole exceeds the tolerance hereinabove in this paragraph contained, the Contractor shall, if requested by Associated, straighten the hole so that the inclination shall not exceed the amount hereinabove specified.

36. It is expressly agreed that, should the drilling operations of the Contractor hereunder be delayed at any time for any cause or by reason of any matter not herein already specifically provided for, and for which Associated is solely responsible, then the Contractor shall be entitled to receive compensation from Associated therefor at the rate of \$500.00 per day for each 24 hours, portions of day to be prorated.

(g) Associated reserves the right to terminate this contract, in whole or in part, at any time. Such termination shall be without penalty and without liability to the Contractor.

37. In the event the hole is lost due to negligence of Contractor at any depth prior to the completion or abandonment of same, except as such loss of hole may be caused by or result from operations for the testing of the formation encountered, surveys or any other special operations performed at the request of Associated, or if Contractor fails to set casing at a depth to be specified by Associated, or is unable to complete the well to the approximate depth herein specified, or failing in that, to a depth satisfactory to Associated, no money shall be due to Contractor for work performed hereunder on the well, except for day-rate work. In the event the hole is so lost, Contractor at its own cost and expense shall move its derrick and equipment to a new location designated by Associated on the herein described premises and at such new location erect same and proceed to drill a substitute well. All of the provisions of this drilling agreement, insofar as applicable, shall cover the drilling, completion or abandonment of such substitute well and the payments of the contract prior to be paid therefor, except that all payments made on the first well at the rates set forth in Paragraph 32 hereof shall be credited upon the contract price of the substitute well.

If during the installation of any casing, it is found to be parted or collapsed not due to the negligence of Contractors, any work continued at the direction of Associated shall be under ^{day} basis rate as provided in Paragraph 32.

38. Time is of the essence of this agreement. If Contractor does not make satisfactory progress or shall fail or neglect to prosecute to completion the drilling and casing of said well with diligence, or shall fail or neglect to complete or abandon the same as herein provided, or shall fail to use diligence in the performance of this contract for a period of ten (10) days after written notice from Associated to Contractor setting forth such failure, Associated shall have the right to take exclusive possession of and use Contractor's equipment and appliances which may be located on the property of Associated at the time of giving of said notice, so that Associated may complete the drilling of said well. After completion of said well, Associated agrees to return to Contractor all of Contractor's equipment and appliances so used, in as good condition as when received, ordinary wear and action of the elements excepted. For such use of Contractor's equipment and appliances Associated agrees to pay and Contractor agrees to receive as full rental and consideration therefor, the sum of \$200.00 per day until Associated shall notify Contractor in writing that it has no further use for said equipment and appliances, in which event Contractor shall remove said equipment and appliances within a period of ten days thereafter,

paragraph provided, it shall be under no further obligations to Contractor of any kind or character, except as in this paragraph provided and excepting for operations theretofore conducted by Contractor pursuant to the terms hereof.

39. Neither party hereto shall be charged with, liable for, or responsible to the other for anything or in any amount for any delay, damage or failure to carry out any of the terms of this agreement caused by the elements, accidents, strikes, lockouts, riots, delays in transportation, inability to secure materials in the open market, or interference by Governmental action, or any other causes, whether or not similar to the foregoing, beyond the reasonable control of either party.

40. Contractor shall not assign this contract or sub-contract the whole or any part of the work hereunder without Associated's written consent is first had and obtained; provided however, that the consent of any such sub-contract by Associated shall not relieve Contractor of any liability for the full and faithful performance of this contract according to its terms and conditions.

41. Contractor is and shall be deemed and held to be an independent Contractor at all times.

42. Contractor shall furnish Associated a good and sufficient Surety Company Bond satisfactory to, and in the form prescribed by Associated in the sum of Fifty Thousand (\$50,000.00) Dollars and conditioned for the faithful performance by Contractor of all covenants and agreements on the part of Contractor to be performed and the payment of all persons furnishing labor or supplying materials hereunder; premium to be paid by Associated.

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

(Corporate seal)

TIDE WATER ASSOCIATED OIL COMPANY
By Thos. L.Wark Vice-President
And H.N. Halvorson ~~Executive Secretary~~ Secretary
ASSOCIATED

FRED M. MANNING, INC.

(Corporate seal)

By W.W.Flenniken Vice-President
And P.B.Sterling Secretary

APPROVED AS TO Form.....
Terms M. Mears

CONTRACTOR

State of California
City and County of San Francisco...SS

On the 14th day of July, in the year 1949 before me, ~~Ruth Netusek~~ Hazel Trowbridge, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Thos. L.Wark and H.N.Halvorson known to me to be the Vice-President and Assistant Secretary respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

October 4, 1952
My commission expires ~~January 3, 1954~~
Palace Hotel.

Hazel Trowbridge
Notary Public in and for the City and County of San Francisco
State of California.

SEAL

STATE OF COLORADO
CITY AND COUNTY OF DENVER...SS

On the twelfth day of July, 1949, personally appeared before me P.B.Sterling, who being by me duly sworn, did say that he is the Secretary of Fred M.Manning, Inc. a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said P.B.Sterling acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this twelfth day of July, 1949.

My commission expires:
My commission expired November 1, 1952.

SEAL

Hilda A.Miller
Notary Public

State of Colorado,
City and County of Denver,...SS

On the eighth day of July, 1949, personally appeared before me W.W.Flenniken, who being by me duly sworn, did say that he is the Vice President of Fred M.Manning, Inc. a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said W.W.Flenniken acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of July, 1949.

Hilda A.Miller
Notary Public

My commission expires:
My commission expires November 1, 1952.
SEAL

BOND

The initial premium of this bond is \$500.00

4976729

KNOW ALL MEN BY THESE PRESENTS:

That we, Fred M.Manning, Inc., as principal and Fidelity & Deposit Company of Maryland, a corporation authorized to transact a general surety business in the States of California and Utah, as surety, are held firmly bound unto the Tide Water Associated Oil Company, a Delaware Corporation, Associated Division, hereinafter designated as Associated, in the sum of Fifty Thousand and no/100 (\$50,000.00)....Dollars, lawful money of the United States of America, to be paid to said Associated, its successors, and assigns, and any and all persons performing labor upon or furnishing materials, or both, to be used in the work specified in said agreement between said Associated and said principal, dated the 7th day of July, 1949, and to their heirs, executors, administrators, successors or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of July, 1949.

The condition of the above obligation is such, that

WHEREAS' said Associated is about to enter into a contract with said principal therein and hereinafter designated Contractor, by which contract said Contractor agrees to drill an oil and/ or gas well in Section 7, Township 3 South, Range 20 East, S.E.M., Uintah County, Utah, to be known as Mohawk #25-7 and in and by said contract it is provided that such Contractor shall furnish said Associated a good and sufficient bond satisfactory to, and in the form prescribed by, Associated in the sum of Fifty Thousand and no/100 (\$50,000.00)....Dollars, conditioned as herein provided, a copy of which said contract is hereto annexed, marked "Exhibit A" and made a part hereof.

Now, Therefore if said Contractor shall in all things well and truly keep and perform all the covenants, terms and conditions in said contract contained on Contractor's part to be kept and performed, and shall also pay in full the claims of all persons performing labor upon or furnishing materials to be used in said work, then the above obligation shall be void, otherwise to remain in full force and effect.

It is expressly provided, agreed and understood that this bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, and that any and all of said persons shall have a right of action to recover upon this bond in any suit brought to fore-close any lien provided for by the laws of the States of California and/ or Utah or in a suit brought on this bond.

The undersigned surety further waives notice of any and all changes, additions or omissions that may be made pursuant to said contract and of any extensions of time or other accomodation which may be accorded said Contractor by said Associated.

It is understood and agreed that said contract provides for changes in, additions to, and omissions from said contract and work; and the undersigned and each of them agree that they will not, nor will either of them, claim that said contract was rendered invalid or annulled or a new contract created by and change, a addition or omission, no matter what its nature or extent.

The undersigned surety further agree to be liable hereunder notwithstanding any extension of time or other accomodation which may be accorded said Contractor by said Associated.

IN WITNESS WHEREOF, we have hereunto set our hands and seals. the day and year first hereinabove written.