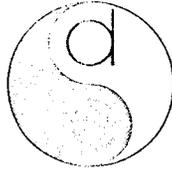


energy drilling specialists, inc.



821 17th st. suite 406
denver, colorado 80202
(303) 573-7011

5000 lakeshore drive
littleton, colorado 80123
(303) 795-7665

April 15, 1981

RECEIVED

APR 17 1981

DIVISION OF
OIL, GAS & MINING

U.S. Geological Survey
1745 W. 1700 S., Ste. 2000
Salt Lake City, UT 84104

Attn: Edgar W. Guynn

Re: Snyder Oil Company
Lansdale Federal 1-11
Sec. 11-T7S-R24E
Uintah, Utah

Gentlemen:

Please find enclosed Application to Drill, Ten Point Program and Multipoint Surface Use and Operation Plan for the captioned well.

This well is to be drilled approximately May 15, 1981, dependent on rig availability. If you have questions concerning this well, please contact us at the above address. Thank you for your cooperation in this matter.

Very truly yours,

ENERGY DRILLING SPECIALISTS, INC.


JOHN S. McCATHARN

JSM/pap

Enclosures

cc: BLM, Vernal-Ron Rogers
USGS-Vernal-Greg Darlington
Snyder Oil Company
Oil & Gas Commission, Utah

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

1a. TYPE OF WORK
 DRILL DEEPEN PLUG BACK

b. TYPE OF WELL
 OIL WELL GAS WELL OTHER SINGLE ZONE MULTIPLE ZONE

2. NAME OF OPERATOR
 Snyder Oil Company

3. ADDRESS OF OPERATOR
 SOCO Plaza-7th Floor, 1800 Glenarm Pl., Denver, CO 80202

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.)*
 At surface
 760' FWL and 760' FSL Sec. 11
 At proposed prod. zone

5. LEASE DESIGNATION AND SERIAL NO.
 U-38430

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
 Lansdale Federal

9. WELL NO.
 1-11

10. FIELD AND POOL, OR WILDCAT
~~wildcat~~ Walker Hollow

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
 Sec. 11-T7S-R24E

12. COUNTY OR PARISH
 Uintah

13. STATE
 UT

14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE*
 15 miles southeast of Jensen, Utah

15. DISTANCE FROM PROPOSED* LOCATION TO NEAREST PROPERTY OR LEASE LINE, FT. (Also to nearest drlg. unit line, if any)
 760'

16. NO. OF ACRES IN LEASE
 240

17. NO. OF ACRES ASSIGNED TO THIS WELL
 80

18. DISTANCE FROM PROPOSED LOCATION* TO NEAREST WELL, DRILLING, COMPLETED, OR APPLIED FOR, ON THIS LEASE, FT.
 None

19. PROPOSED DEPTH
 5500'

20. ROTARY OR CABLE TOOLS
 Rotary

21. ELEVATIONS (Show whether DF, RT, GR, etc.)
 5700' GR DF-5711'

22. APPROX. DATE WORK WILL START*
 May 15, 1981

SWSW

23. PROPOSED CASING AND CEMENTING PROGRAM

SIZE OF HOLE	SIZE OF CASING	WEIGHT PER FOOT	SETTING DEPTH	QUANTITY OF CEMENT
12 1/4"	8 5/8"	24#	200'	Sufficient to reach surface
7 7/8"	5 1/2"	15.5#	5500'	Depends on productive zones.

See Attached:

- 1) Ten Point Plan
- 2) Multipoint Surface Use and Operation Plan

APPROVED BY THE STATE
OF UTAH DIVISION OF
OIL, GAS AND MINING

DATE: 7/13/81
BY: CB Feigler

IN ABOVE SPACE DESCRIBE PROPOSED PROGRAM: If proposal is to deepen or plug back, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depths. Give blowout preventer program, if any.

24. SIGNED John S. McCatharn (303) 573-7011 TITLE Agent DATE April 15, 1981
 John S. McCatharn

(This space for Federal or State office use)

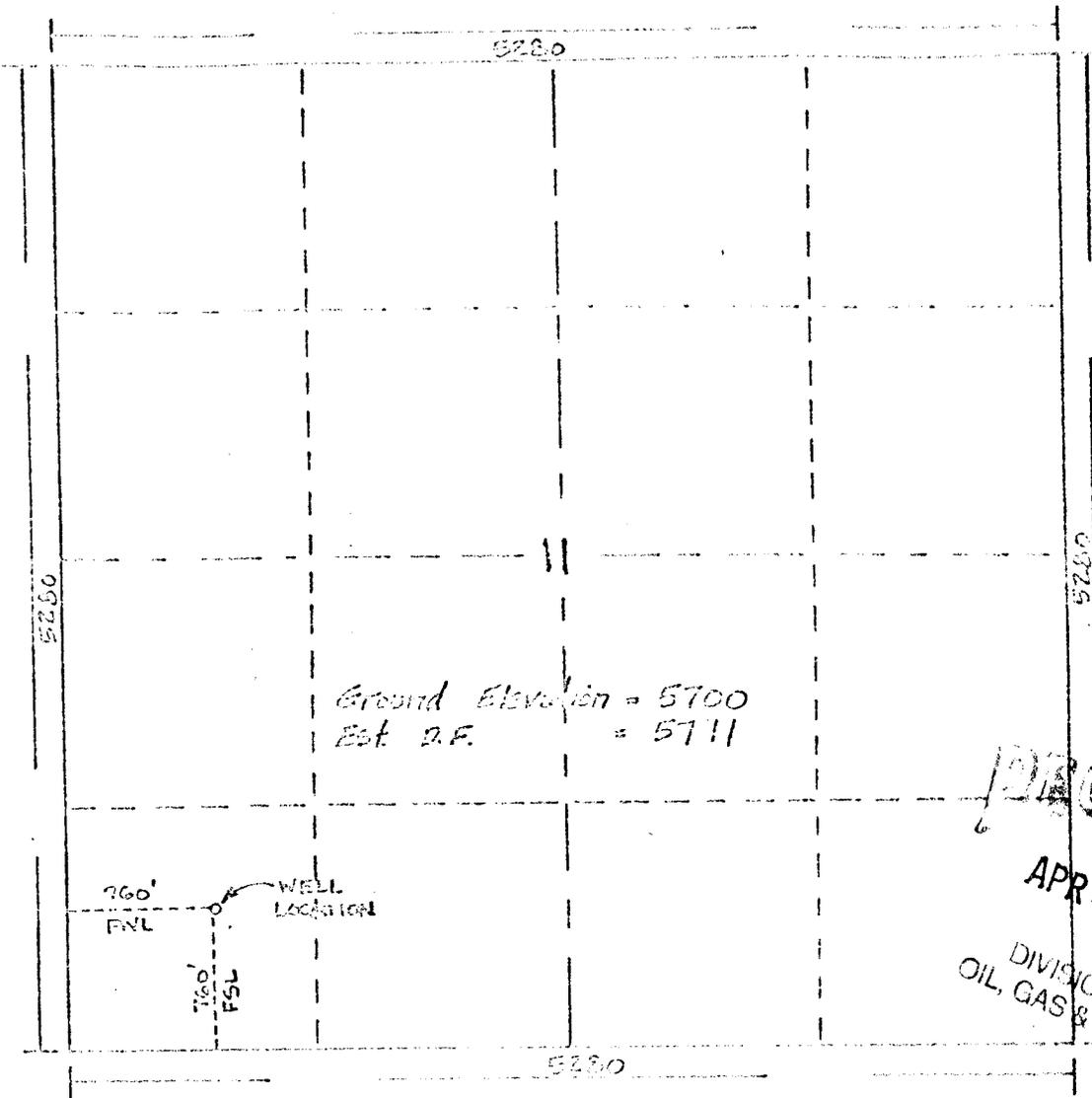
PERMIT NO. _____ APPROVAL DATE _____

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:



R. 24 E



Scale... 1" = 1000'

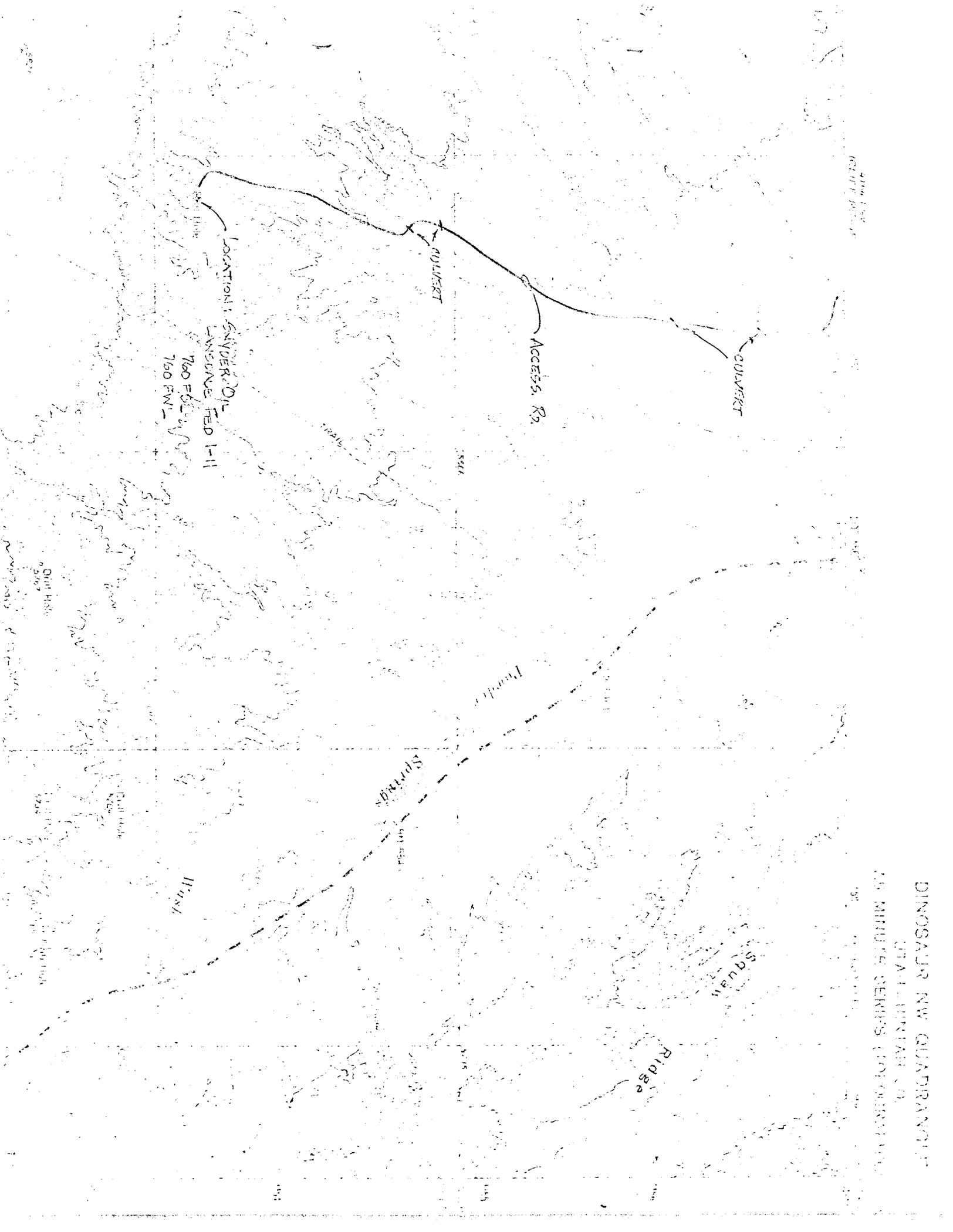
Powers Elevation of Denver, Colorado has in accordance with a request from JOHN McCARTHAN (ENERGY DRILLING SPECIALISTS) for SNYDER OIL COMPANY determined the location of LANSDALE FEDERAL 1-11 to be 760' FSL & 760' FNL of Section 11 Township 7 S Range 24 E of the SALT LAKE Meridian UTAH COUNTY, UTAH.

I hereby certify that this plat is an accurate representation of a correct survey showing the location of #1-11 LANSDALE FEDERAL

Date: MARCH 31, 1981

T. J. [Signature]
Licensed Land Surveyor No. 2138
State of COLORADO

DINOSAUR NW QUADRANT
STATE TERRITORY
25 MINUTE SERIES (100,000)



LOCATION: SANDER DUL
- INSIDE FED I-11
760 ELEV.
760 FW

ACCESS. R.

CULVERT

CULVERT

SPRING

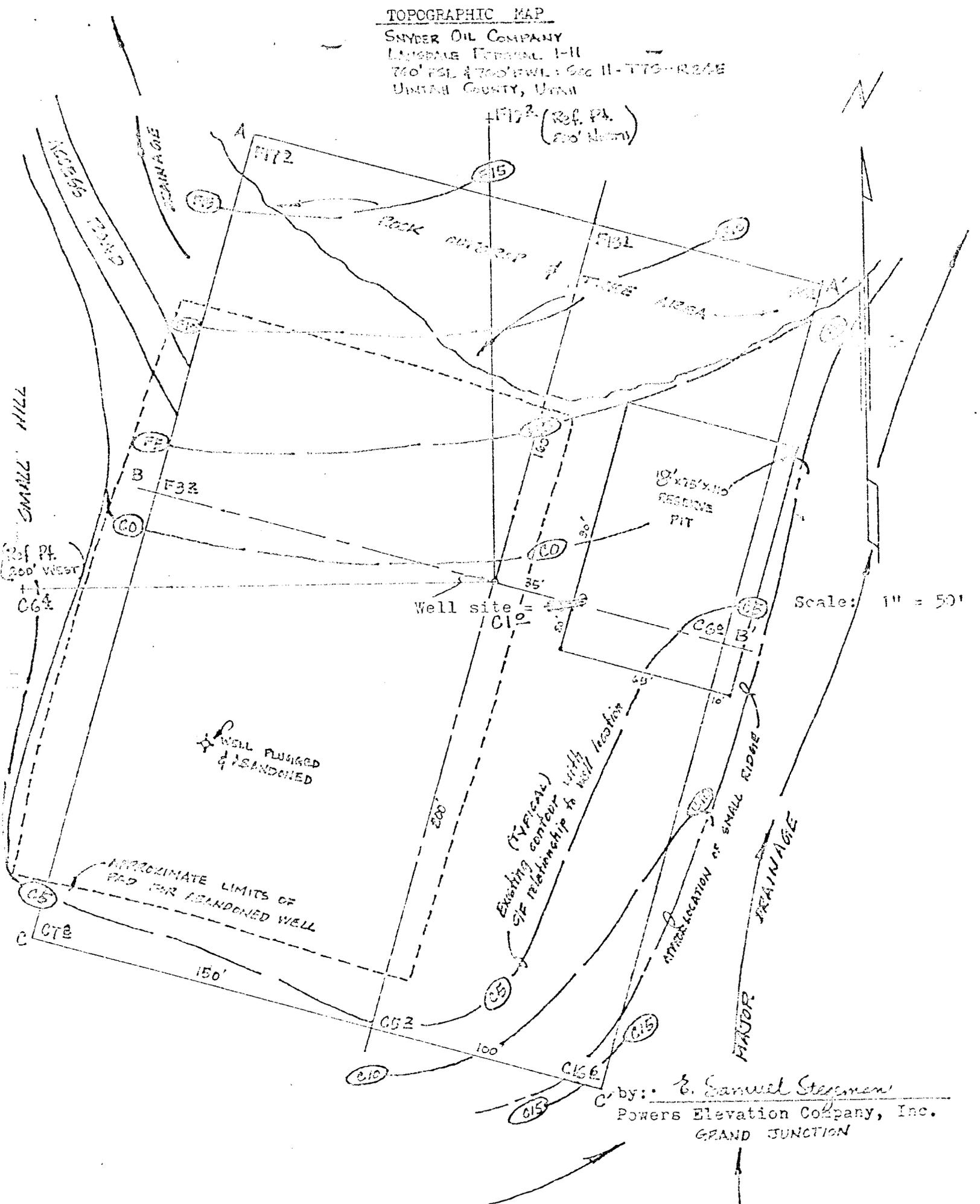
Ridge

SQUAN

DULL HORN

TRAILS

TOPOGRAPHIC MAP
 SNYDER OIL COMPANY
 LANDS: FEDERAL 1-11
 T20' P2L & T20' P2L: Sec II - T7S - R24E
 UNION COUNTY, UTAH



SMALL HILL

REF. PT. 200' VISEP
 C64

WELL PLUGGED & ABANDONED

APPROXIMATE LIMITS OF PAD FOR ABANDONED WELL

Well site C10

10' x 15' RESERVE PIT

Scale: 1" = 50'

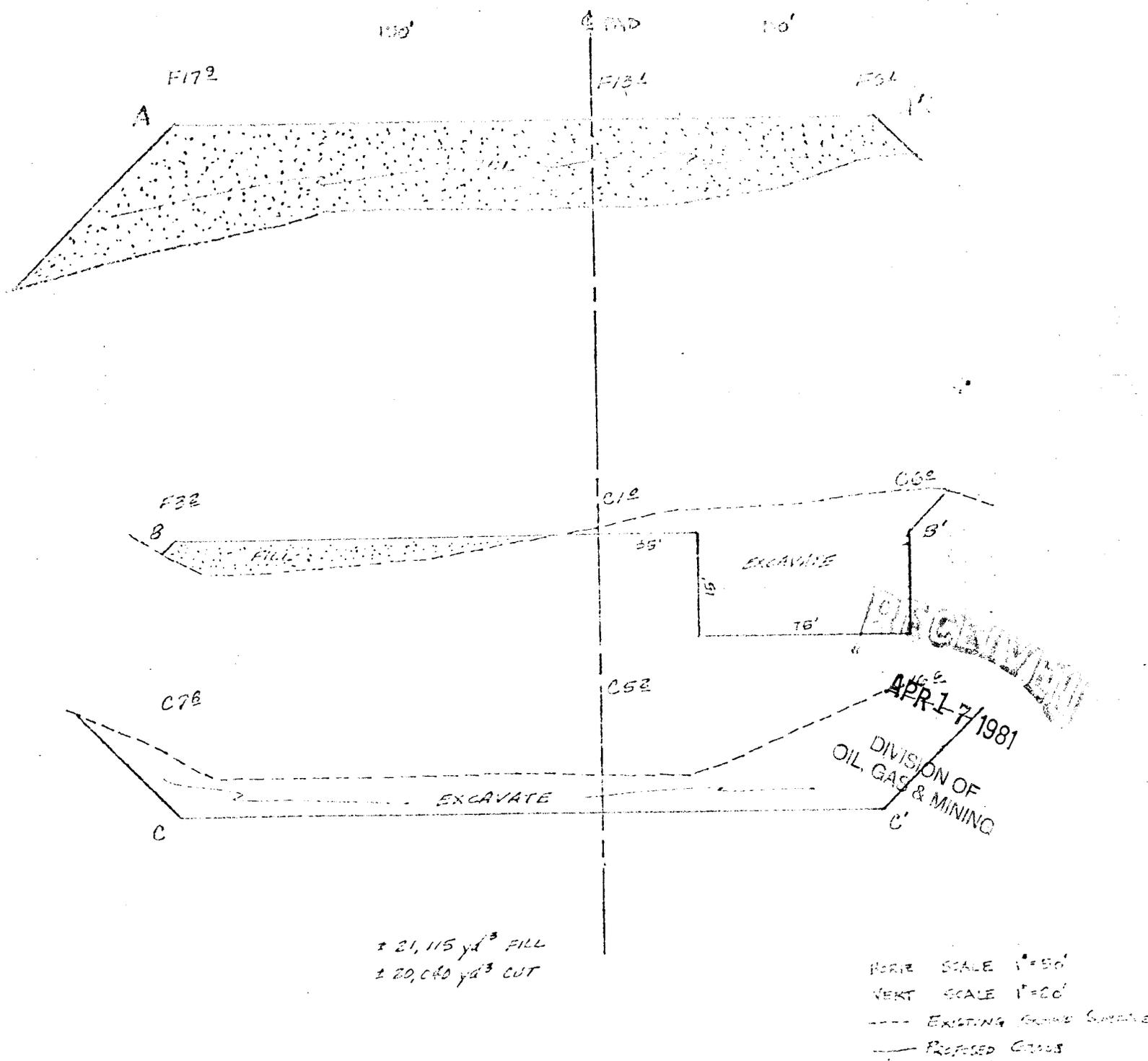
(TYPICAL)
 ELEVATION CONTOUR WITH RELATIONSHIP TO WELL LOCATION

APPROXIMATE LOCATION OF SMALL RIDGE

MAJOR DRAINAGE

BY: E. Samuel Stearns
 Powers Elevation Company, Inc.
 GRAND JUNCTION

OFF PLAN OF LAND ACQUIRED
 BY THE STATE OF COLORADO
 LANDS DALE FEDERAL #111



± 21,115 yd³ FILL
 ± 20,040 yd³ CUT

ENGINEER
 APR 17 1981
 DIVISION OF
 OIL, GAS & MINING

HORIZ SCALE 1"=50'
 VERT SCALE 1"=20'
 --- EXISTING GROUND SURFACE
 ——— PROPOSED GROUND

Surveyed MARCH 30, 1981
 E. SAMUEL STEGEMAN

POWERS ELEVATION COMPANY
 GRAND JUNCTION, COLORADO

TEN POINT PROGRAM

1) GEOLOGIC SURFACE FORMATION

The surface formation is Uinta

2 & 3) GEOLOGIC MARKERS AND PRODUCTIVE INTERVALS

<u>Formation</u>	<u>Estimated Top</u>	<u>Possible Production</u>
Uinta	Surface	
Green River	2503	
"M" Sand	4390	
"I" Sand	4560	
"J" Sand	4737	
"K" Sand	4886	
"K" Pay Sand	4934	H
"L" Sand	5120	
"M" Sand	5249	H
Wasatch	5280	
TD	5500	

RECEIVED
 APR 17 1981

DIVISION OF
 OIL GAS & MINING
 S = Steam

W = water H = Hydrocarbon (oil or gas) C = Coal

4) CASING PROGRAM

<u>Hole Size</u>	<u>Casing Size</u>	<u>Grade</u>	<u>Weight</u>	<u>Thrd & Cond</u>	<u>Depth</u>
12 1/4"	8 5/8"	K-55	24#	STC	200'
7 7/8"	5 1/2"	K-55	15.5#	STC	5500'

5) CONTROL EQUIPMENT SPECIFICATIONS

As checked below the following equipment will be utilized for detection and control during the drilling operation.

BLOW OUT PREVENTORS

Size 10" Pressure Rating 3000 psi

Pipe Rams 4 1/2" Blind Rams yes Pipe Rams no

Annular Preventor no

ADDITIONAL DETECTION EQUIPMENT & SERVICE

Mud Logging Unit 2 man unit from 200' to TD
Pit Volume Totalizer no
Flow Line Sensor no
Flow Line Temperature no
Sour Gas Detector no
Pump Stroke Counter no
Degasser no
Mud Gas Separator no
Drilling Data Unit no
Other none

8) EVALUATION

A) Testing

All significant hydro carbon shows will be tested. A DST in the Green River is probable.

B) Logging

<u>Depth</u>	<u>Electric Wireline Logs</u>	<u>Interval</u>
TD	GR-DIL	200' - TD
	GR-CNL-FDC	4000' - TD

Have GR-Sonic on location in case it is needed for hole conditions.

C) Coring

<u>Formation</u>	<u>Type Core</u>	<u>Analysis</u>
None		

9) DRILLING HAZARDS

Lost circulation zones may be encountered.

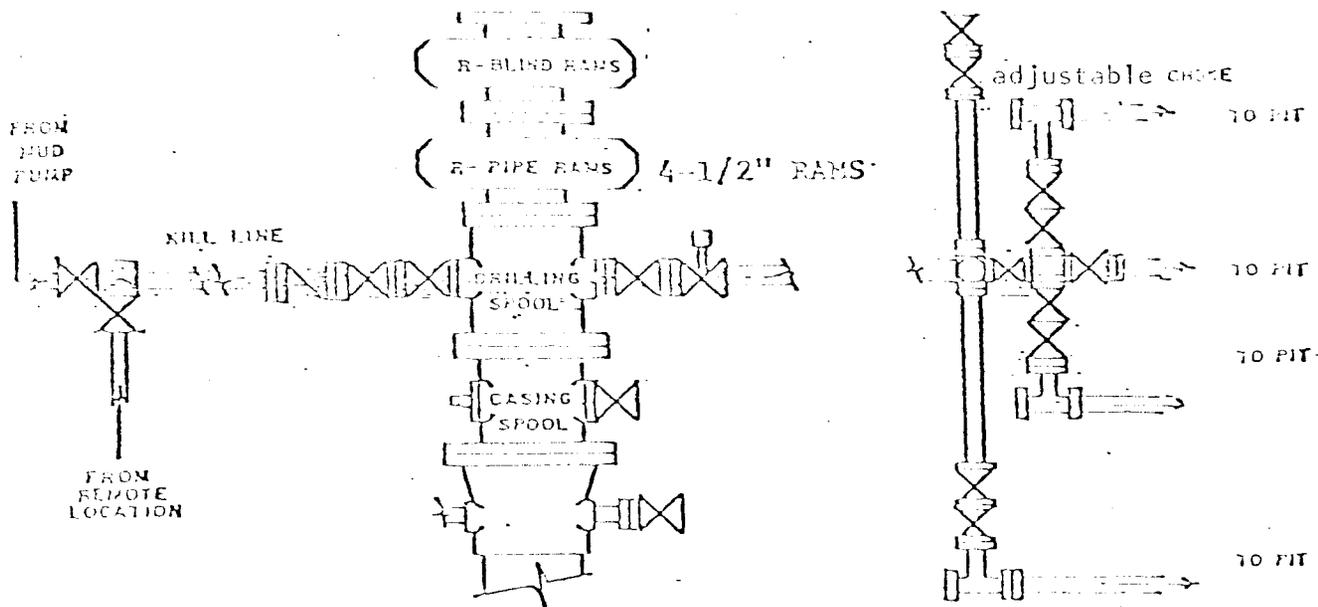
10) STARTING DATE May 15, 1981 DURATION 23 days DAYS

DRILLING PROGRAM PREPARED BY ENERGY DRILLING SPECIALISTS, INC.


JOHN S. McCATHARN- Engineer

(EXHIBIT 1) 3000 psi

psi Working Pressure BOP's



Note: Pipe rams to be operated daily. Blind rams to be operated each trip.

Test Procedure

- 1) Flush BOP's and all lines to be tested with water.
- 2) Run test plug on test joint and seat in casing head (leave valve below test plug open to check for leak).
- 3) Test the following to rated pressure:
 - a) inside blowout preventer
 - b) lower kelly cock
 - c) upper kelly cock
 - d) stand pipe valve
 - e) lines to mud pump
 - f) kill line to BOP's
- 4) Close and test pipe rams to rated pressure.
- 5) Close and test Hydril to rated pressure.
- 6) Back off and leave test plug in place. Close and test blind rams to rated pressure.
- 7) Test all choke manifold valves to rated pressure.
- 8) Test kill line valves to rated pressure.

MULTIPOINT SURFACE USE AND OPERATION PLAN

SNYDER OIL COMPANY

LANSDALE FEDERAL 1-11

SECTION 11, T7S-R24E

UINTAH COUNTY, UTAH

1) EXISTING ROADS

See attached topographic map. Directions are go 10 miles east of Jensen on Highway 40 to the junction with Highway 45. Travel approximately 1 mile south on Highway 40 and bear right at fork in road. Travel 2 miles farther and turn left onto old location road. Travel 2 1/2 miles into location. The last 2 1/2 miles of road will need upgrading and 4 culverts are possible (see map for location). Determination of whether the culverts are needed and the size can be made at the onsite inspection.

The roads required for access during the drilling, completion and production phases of this well will be maintained and improved at the standards required by the BLM or other controlling agencies (18' wide roads, 7% grade maximum, cattleguards, if required).

Onsite inspection field comments:

2) PLANNED ACCESS ROAD

No new access road will be needed since this well is located within 150' of an old well. The previous access road for the Lansdale #11-1 which is p&a will be sufficient.

Onsite inspection field comments:

3) LOCATION OF EXISTING WELLS

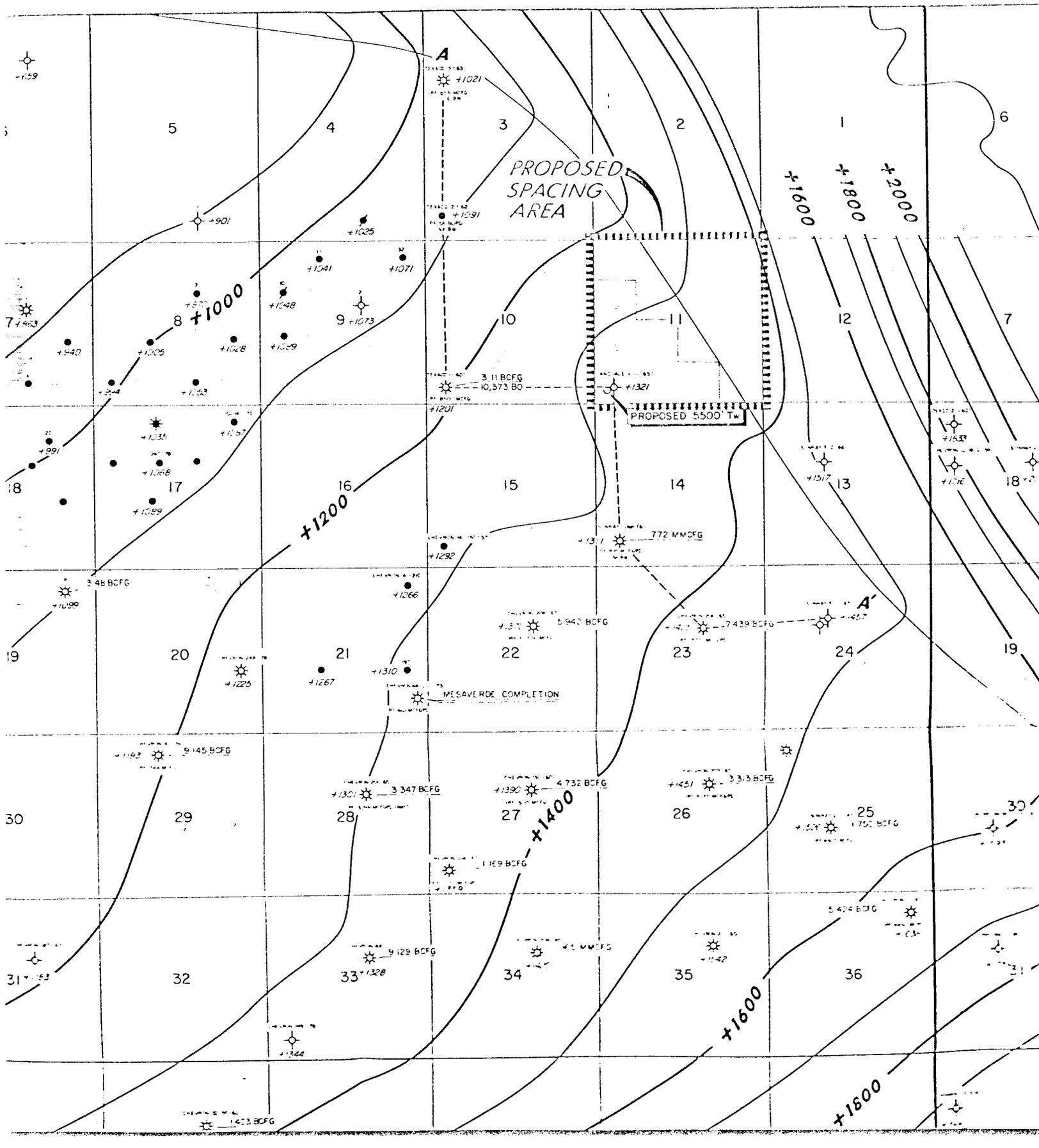
Within a two mile radius the following wells are identified by category and listed below.

- 1) Water wells - none
- 2) Abandoned wells - See attached Map C.
- 3) Temporarily abandoned wells - none known
- 4) Disposal wells - none
- 5) Drilling wells - none at present within a two mile radius, although this general area is currently active.
- 6) Producing wells - numerous, see attached Map C.
- 7) Shut in wells - none known
- 8) Injection wells - none known
- 9) Monitoring or observation wells - none

Onsite inspection field comments:

MAP C

R 24 E



4) LOCATION OF TANK BATTERIES, PRODUCTION FACILITIES AND PRODUCTION GATHERING AND SERVICE LINES

At the present time, there are no Snyder Oil Company batteries, production facilities, oil gathering lines, gas gathering lines, injection or disposal lines within a two mile radius.

In the event that production of this well is established, then the existing area of the location will be utilized for the establishment of the necessary production facilities.

This area will be built, if possible, with the native materials and if these materials are not available, then the necessary arrangements will be made to get them from private sources.

The total area that is needed for the production of this well will be fenced and cattleguards will be utilized for access to these facilities.

The rehabilitation of the disturbed area that is not required for the production of this well, will meet the requirements of Items #7 and #10 and these requirements and standards will be adhered to.

Onsite Inspection Field Comments:

5) LOCATION AND TYPE OF WATER SUPPLY

Water will be hauled from the White River. The distance of this haul will be 16.5 miles.

The existing roads and proposed roads previously noted will be all that are needed. No water well will be drilled for this operation.

Onsite inspection field comments:

6) SOURCE OF CONSTRUCTION MATERIALS

All construction materials for this location site and access road shall be borrow materials accumulated during construction of the location site and access road. No additional road gravels or pit lining material from other sources are anticipated at this time, but if they are required, the appropriate actions will be taken to acquire them from private sources.

7) METHODS FOR HANDLING WASTE DISPOSAL

A reserve and burn pit will be constructed;

The reserve pit will be approximately 8' deep and at least one half of this depth shall be below the surface of the existing ground.

One half of the reserve pit will be used as a fresh water storage area during the drilling of this well and the other one half will be used to store non-flammable materials such as cuttings, salts, drilling fluids, chemicals. A test tank will be used to contain produced fluids.

If deemed necessary by the agencies concerned, to prevent contamination to surrounding areas, the reserve pits will be lined with a gel.

The pits will have wire and overhead flagging installed at such time as deemed necessary to protect the water fowl, wildlife, domestic animals.

On the onset of drilling, this reserve pit will be fenced on three sides and at the time the drilling activities are completed, it will be fenced on the fourth side and allowed to dry completely prior to the time that backfilling and reclamation activities are attempted.

When the reserve pit dries and the reclamation activities commence, the pits will be covered with a minimum of four feet of soil and all requirements in Item #10 will be followed.

A trash container will be placed on location and all trash removed when well is finished.

All flammable materials will be burned and then buried upon completion of this well.

A portable chemical toilet will be supplied for human waste.

8) ANCILLARY FACILITIES

There are no ancillary facilities planned for at the present time and none foreseen in the near future.

9) WELL SITE LAYOUT

See attached Location Layout Sheet. The BLM shall be notified before any construction begins on the proposed location site.

As mentioned in Item #7, the pits will be unlined unless it is determined by the representatives of the agencies involved, that the materials are too porous and would cause contamination to the surrounding area. Then the pits will be lined with a gel and any other type material necessary to make it safe and tight.

When drilling activities commence, all work shall proceed in a neat and orderly sequence.

10) PLANS FOR RESTORATION OF SURFACE

As there is some topsoil on the location site, all topsoil shall be stripped and stockpiled. (See location layout sheet and Item #9). When all drilling and production activities have been completed, the location site and access road will be reshaped to the original contour and stockpiled topsoil spread over the disturbed area.

Any drainages re-routed during the construction activities shall be restored to their original line of flow as near as possible. Fences around pits are to be removed upon completion of drilling activities and all waste being contained in the trash pit shall be buried with a minimum of 5' of cover.

As mentioned in Item #7, the reserve pit will be completely fenced and wired and overhead wire and flagging installed, if there is oil in the pits, and then allowed to completely dry before covering.

Restoration activities shall begin as soon as possible after the reserve pit has dried up, and will be completed without undue delay.

When restoration activities have been completed, the location site and access ramp shall be reseeded with a seed mixture recommended by the BLM when the moisture content of the soil is adequate for germination. The Lessee further covenants and agrees that all of said cleanup and restoration activities shall be done and performed in a diligent and most workmanlike manner in strict conformity with the above mentioned Items #7 and #10.

11) OTHER INFORMATION

The drillsite is located in an area of moderate slope (see cross section). The Surface is the Uinta formation, light brown sandy clay with sparse sagebrush cover.

General use of the surface is grazing. The new road and location are federally owned.

An archeological report will be filed on this prospect under separate cover.

The closest water is located in the White River.

Onsite inspection field comments:

12) LESSEE'S OR OPERATOR'S REPRESENTATIVE

Paul Gayer
Snyder Oil Company
5000 Plaza - 7th Floor
1600 Glenarm Place
Denver, CO 80202

Telephone - 303-620-8400

13) CERTIFICATION

I hereby certify that I, or persons under my direct supervision, have inspected the proposed drill site and access route. That I am familiar with the conditions which presently exist; that the statements made in this plan are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed by Snyder Oil Company and its contractors and subcontractors in conformity with this plan and terms and conditions with this plan and the terms and conditions under which it is approved.




JOHN S. McCATHARN

I hereby certify that John S. McCatharn as my agent, has prepared the drilling program, Application for Permit to Drill and supplemental information contained herein. I have reviewed this application and hereby acknowledge that the plans, terms and conditions outlined herein will be performed by Snyder Oil Company.


PAUL GAYER

DUPLICATE

SUBMIT **DUPLICATE**
(Other methods on
reverse side)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

1a. TYPE OF WORK
DRILL DEEPEN PLUG BACK

b. TYPE OF WELL
OIL WELL GAS WELL OTHER
SINGLE ZONE MULTIPLE ZONE

2. NAME OF OPERATOR
Snyder Oil Company

3. ADDRESS OF OPERATOR
5000 Plaza-7th Floor, 1800 Glenarm Pl., Denver, CO 80202

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.)
At surface
760' FWL and 760' FSL Sec. 11
At proposed prod. zone

14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE*
15 miles southeast of Jensen, Utah

15. DISTANCE FROM PROPOSED* LOCATION TO NEAREST PROPERTY OR LEASE LINE, FT. (Also to nearest drg. unit line, if any)
760'

16. NO. OF ACRES IN LEASE
240

17. NO. OF ACRES ASSIGNED TO THIS WELL
80

18. DISTANCE FROM PROPOSED LOCATION* TO NEAREST WELL, DRILLING, COMPLETED, OR APPLIED FOR, ON THIS LEASE, FT.
None

19. PROPOSED DEPTH
5500'

20. ROTARY OR CABLE TOOLS
Rotary

21. ELEVATIONS (Show whether DF, RT, GR, etc.)
5700' GR

22. APPROX. DATE WORK WILL START*
May 15, 1981

23. PROPOSED CASING AND CEMENTING PROGRAM

SIZE OF HOLE	SIZE OF CASING	WEIGHT PER FOOT	SETTING DEPTH	QUANTITY OF CEMENT
12 1/4"	8 5/8"	24#	200'	Sufficient to reach surface
7 7/8"	5 1/2"	15.5#	5500'	Depends on productive zones.

See Attached:

- 1) Ten Point Plan
- 2) Multipoint Surface Use and Operation Plan

DEPT. OF
OIL, GAS & MINING

IN ABOVE SPACE DESCRIBE PROPOSED PROGRAM: If proposal is to deepen or plug back, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depths. Give blowout preventer program, if any.

24. SIGNED John S. McCatharn TITLE Agent DATE April 15, 1981

(This space for Federal or State office use)

PERMIT NO. _____ APPROVAL DATE _____
FOR E. W. GYNN
TITLE DISTRICT ENGINEER DATE _____

APPROVED BY _____ TITLE _____ DATE _____
CONDITIONS OF APPROVAL, IF ANY:

NOTICE OF APPROVAL
State OF CO

CONDITIONS OF APPROVAL ATTACHED
TO OPERATOR'S COPY

FLARING OR VENTING OF
GAS IS SUBJECT TO NTL 1A
DATED 1/1/80

United States Department of the Interior
Geological Survey
2000 Administration Bldg.
1745 West 1700 South
Salt Lake City, Utah 84104 --

NEPA CATEGORICAL EXCLUSION REVIEW

PROJECT IDENTIFICATION

Operator Snyder Oil Company
Project Type Oil Well
Project Location 760' FWL 760' FSL Section 11, T. 7, R. 24E
Well No. Lansdale 1-11 Lease No. U-38430
Date Project Submitted April 17, 1981

FIELD INSPECTION Date May 6, 1981

Field Inspection Participants
Greg Darlington USGS, Vernal
Cory Bodman BLM, Vernal
Ed Feely Snyder Oil Company
Earl Cady Ross Construction

Related Environmental Documents: Unit Resource Analysis, Bonanza Planning Unit,
BLM, Vernal

I have reviewed the proposal in accordance with the categorical exclusion review guidelines. This proposal would not involve any significant effects and, therefore, does not represent an exception to the categorical exclusions.

May 18, 1981
Date Prepared

Gregory Darlington
Environmental Scientist

I concur
MAY 20 1981
Date

W.P. Martin FOR E. W. GUYNN
District Supervisor DISTRICT ENGINEER

Greg

FROM : DISTRICT GEOLOGIST, ME, SALT LAKE CITY, UTAH

TO : DISTRICT ENGINEER, O&G, SALT LAKE CITY, UTAH

SUBJECT: APD MINERAL EVALUATION REPORT

LEASE NO. U-38430

OPERATOR: Snyder Oil

WELL NO. 1-11

LOCATION: C & SW & SW sec. 11, T. 7S., R. 24E., SLM

Uintah County, Utah

1. Stratigraphy:

Uintah	surface
Green River	2500'
Wasatch	5280'
<u>TD</u>	<u>5500'</u>

2. Fresh Water:

Fresh water may be present in the Uintah.

3. Leasable Minerals:

Oil shale: Green River. The Mahogany may occur at ~ 3200' (although data is not very good). Other oil shale zone may occur to ~ 4550' depth.

Oil/Gas: lower Green River, Wasatch

4. Additional Logs Needed:

Density or sonic log should be run through entire Green River oil shale zones.

5. Potential Geologic Hazards: None expected



6. References and Remarks:

Signature: Gregory W. Wood

Date: 4-30-81

PROPOSED ACTION:

Snyder Oil Company plans to drill the Lansdale Federal #1-11 well, a 5500' oil test of the Green River Formation. This well is an offset reentry to a well plugged and abandoned in 1966. The access route would follow the old abandoned former road with a few improvements. Three culverts will be required and grades will be modified for one steep stretch. The access route will require the up-grading of the old road for 2.6 miles to the Red Wash Highway. An area of operations about 250' by 360' would be required for the proposed pad and reserve pits according to the APD. The reserve pit would be irregular shaped and built to fit the existing topography with a volume similar to that indicated in the layout diagram.

RECOMMENDED APPROVAL CONDITIONS:

The operator agrees to accept and adhere to the following conditions in addition to the plans outlined in the APD:

1. BLM Stipulations
2. Lease Stipulations
3. Provide adequate logs for the identification of other minerals as requested in the Mineral Evaluation Report and Mining Report.

FIELD NOTES SHEET

Date of Field Inspection: May 6, 1981

Well No.: Lansdale Federal #1-11

Lease No.: U-38430

Approve Location: 250' x 360'

Approve Access Road:

Modify Location or Access Road: Contour reserve pit equal area volume

but irregular shape. Reentry offset 141' NE (100N 100E) of old hole.

3 culverts required 24", 36", 48" each. One stretch where

steep grade to be modified. A few other minor improvements to old road such
as filling in erosion or improving low water crossings.

Evaluation of Criteria for Categorical Exclusion

1. Public Health and Safety
2. Unique Characteristics
3. Environmentally Controversial Items
4. Uncertain and Unknown Risks
5. Establishes Precedents
6. Cumulatively Significant
7. National Register Historic Places
8. Endangered/Threatened Species
9. Violate Federal, State, Local, or Tribal Laws

If this project is not eligible for Categorical Exclusion circle the numbers of the above criteria requiring the preparation of an EA.

Comments and special conditions of approval discussed at onsite: (include local topography) He drove the first .5 miles and hiked the

remaining 2.0 miles in and almost got scared on.

The original well was abandoned and plugged in 1966.

I was 15 minutes late to the onsite but had informed the other participants I might be late.

CATEGORICAL EXCLUSION REVIEW COMMON REFERENCE LEGEND

1. Surface Management Agency Input
2. Reviews Reports, or information received from Geological Survey
(Conservation Division, Geological Division, Water Resource Division,
Topographic Division)
3. Lease Stipulations/Terms
4. Application Permit to Drill
5. Operator Correspondence
6. Field Observation
7. Private Rehabilitation Agreement
8. *USGS conditions of approval.*

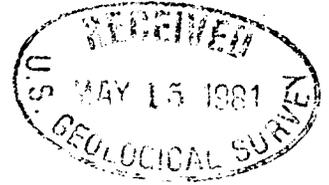


United States Department of the Interior

IN REPLY REFER TO
T & R
U-802

BUREAU OF LAND MANAGEMENT
VERNAL DISTRICT OFFICE
170 South 500 East
Vernal, Utah 84078

May 7, 1981



Ed Guynn, District Engineer
USGS, Conservation Division
2000 Administration Building
1745 West 1700 South
Salt Lake City, Utah 84104

Re: Snyder Oil Company
Well #1-11 Sec 11
T7S, R24E
Uintah County, Utah

Dear Mr. Guynn:

A joint examination was made on May 6, 1981, of the above referenced well site location and proposed access road. We feel that the surface use and operating plans are adequate with the following stipulations:

1. Construction and maintenance of roads, rehabilitation of disturbed areas, and construction of pipeline routes, shall be in accordance with surface use standards as set forth in the brochure, "Surface Operating Standards for Oil and Gas Exploration and Development."
2. Traveling off access road rights-of-way will not be allowed. The maximum width of access road (both existing and planned) will be 30 feet total disturbed area, except where backslopes and fills require additional area. Turnouts will not be required. The road will be crowned and bar ditches will be installed where necessary.
3. It was agreed upon by all parties present that the applied for pad sizes are of adequate size to handle all drilling and fracturing operations.
4. The BLM must be contacted at least 24 hours prior to any construction activities.
5. The BLM will be contacted at least 24 hours prior to any rehabilitation activities. The operator may be informed of any additional needed seeding and restoration requirements.
6. Burn pits will not be constructed. There will be no burning or burying of trash or garbage at the well site. Refuse must be contained



and hauled to an approved disposal site.

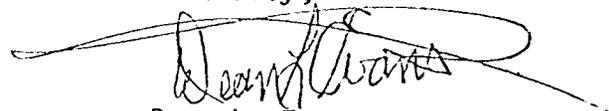
7. A wire mesh or net type of fence, topped with at least one strand of barbed wire, will be used around the reserve pits.
8. The top 4-6 inches of topsoil will be stockpiled between corners C and "C".
9. Culverts will be installed as discussed on the field examination.

All sites reported in the cultural resource clearance will not be effected by this activity.

The proposed activities do not jeopardize listed threatened or endangered flora/fauna or their habitats.

The BLM representative will be Cory Bodman, 789-1362.

Sincerely,



Dean L. Evans
Area Manager
Bookcliffs Resource Area

cc:
USGS, Vernal

** FILE NOTATIONS **

DATE: June 1 1981
OPERATOR: Snyder Oil Company
WELL NO: Lansdale Fed. 1-11
Location: Sec. 11 T. 75 R. 24E County: Wintap

File Prepared: Entered on N.I.D:
Card Indexed: Completion Sheet:

API Number 43-047-31024

CHECKED BY:

Petroleum Engineer: _____

Director: OR [Signature]

Administrative Aide: OK as per (C-3) ~~letter~~, ok on boundary.
ok on any other oil or gas well

APPROVAL LETTER:

Bond Required: Survey Plat Required:
Order No. ~~777777~~ O.K. Rule C-3
Rule C-3(c), Topographic Exception - company owns or controls acreage
within a 660' radius of proposed site

Lease Designation Fed. Plotted on Map

Approval Letter Written

Hot Line P.I.

July 14, 1981

Snyder Oil Company
SOCO Plaza-7th Floor
1800 Glenarm Pl.
Denver, Colo. 80202

RE: Well No. Lansdale Federal #1-11
Sec. 11, T. 7S, R. 24E,
Uintah County, Utah

Insofar as this office is concerned, approval to drill the above referred to oil well is hereby granted in accordance with Rule C-3, General Rules and Regulations and Rules of Practice and Procedure.

Should you determine that it will be necessary to plug and abandon this well, you are hereby requested to immediately notify the following:

MICHAEL T. MINDER - Petroleum Engineer
Office: 533-5771
Home: 876-3001

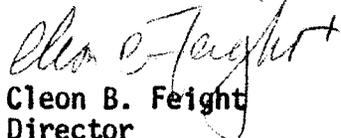
Enclosed please find Form OGC-8-X, which is to be completed whether or not water sands (aquifers) are encountered during drilling. Your cooperation in completing this form will be appreciated.

Further, it is requested that this Division be notified within 24 hours after drilling operations commence, and that the drilling contractor and rig number be identified.

The API number assigned to this well is 43-047-31024.

Sincerely,

DIVISION OF OIL, GAS, AND MINING


Cleon B. Feight
Director

CBF/db
CC: USGS



SCOTT M. MATHESON
Governor

GORDON E. HARMSTON
Executive Director,
NATURAL RESOURCES

CLEON B. FEIGHT
Director

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS, AND MINING
1588 West North Temple
Salt Lake City, Utah 84116
(801) 533-5771

October 13, 1981

OIL, GAS, AND MINING BOARD

CHARLES R. HENDERSON
Chairman

JOHN L. BELL
C. RAY JUVELIN
THADIS W. BOX
MAXILIAN A. FARBMAN
EDWARD T. BECK
E. STEELE McINTYRE

Snyder Oil Company
SOCO Plaza 7th Floor
1800 Glenarm Pl.
Denver, CO. 80202

Re: See Attached Sheet

Gentlemen:

In reference to above mentioned wells, considerable time has gone by since approval was obtained from this office.

This office has not received any notification of spudding. If you do not intend to drill these wells, please notify this Division. If spudding or any other activity has taken place, please send necessary forms. If you plan on drilling this location at a later date, please notify as such.

Your prompt attention to the above will be greatly appreciated.

Sincerely,

DIVISION OF OIL, GAS, AND MINING

TERRI REID
CLERK TYPIST

Enclosure

Well No. Horseshoe Bend Federal 1-26
Sec. 26, T. 6S, R. 21E
Uintah County, Utah

Well No. Baser Draw Federal 2-31
Sec. 31, T. 6S, R. 22E
Uintah County, Utah

Well No. West Walker State 2-32
Sec. 32, T. 6S, R. 22E
Uintah County, Utah

Well No. West Walker State 1-32
Sec. 32, T. 6S, R. 22E
Uintah County, Utah

Well No. West Walker Federal 1-4
Sec. 4, T. 7S, R. 22E
Uintah County, Utah

Well No. Lansdale Federal 1-11
Sec. 11, T. 7S, R. 24E
Uintah County, Utah

Well No. Federal #1-3
Sec. 3, T. 8S, R. 22E
Uintah County, Utah

Well No. White River Federal 2-10
Sec. 10, T. 8S, R. 22E
Uintah County, Utah

Well No. Southman Canyon Federal #1-21
Sec. 21, T. 10S, R. 23E
Uintah County, Utah

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

(See other in-
structions on
back)

Budget Bureau No. 42-R355.6.

5. LEASE DESIGNATION AND SERIAL NO.
U 38430

6. IF INDIAN, ALLOTTEE OR TRIBE NAME
N/A

7. UNIT AGREEMENT NAME
N/A

8. FARM OR LEASE NAME
Lansdale Federal

9. WELL NO.
1-11

10. FIELD AND POOL, OR WILDCAT
S. E. Redwash

11. SEC., T., R., M., OR BLOCK AND SURVEY OR AREA
Sec. 11-T7S-R24E

13

WELL COMPLETION OR RECOMPLETION REPORT AND LOG *

1a. TYPE OF WELL: OIL WELL GAS WELL DRY Other _____

b. TYPE OF COMPLETION: NEW WELL WORK OVER DEEP-EN PLUG BACK DIFF. RESVR. Other _____

2. NAME OF OPERATOR
Snyder Oil Company

3. ADDRESS OF OPERATOR
1800 Glenarm Place Denver, Colorado 80202

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements)*
At surface SW SW Sec. 11-T7S-R24E
At top prod. interval reported below 760' FSL 760' FWL
At total depth SWSW

14. PERMIT NO. 43-047-31024 | DATE ISSUED 7-13-81

12. COUNTY OR PARISH Uintah | 13. STATE Utah

15. DATE SPELDED 7-31-81 | 16. DATE T.D. REACHED 8-18-81 | 17. DATE COMPL. (Ready to prod.) 9-15-81 | 18. ELEVATIONS (DF, RKB, RT, OR, ETC.)* 5700 GR | 19. ELEV. CASINGHEAD

20. TOTAL DEPTH, MD & TVD 5385' | 21. PLUG, BACK T.D., MD & TVD 5344' | 22. IF MULTIPLE COMPL., HOW MANY* | 23. INTERVALS DRILLED BY | ROTARY TOOLS 0-TD | CABLE TOOLS

24. PRODUCING INTERVAL(S), OF THIS COMPLETION—TOP, BOTTOM, NAME (MD AND TVD)*
5201-5006(OA) Greenriver "L"
25. WAS DIRECTIONAL SURVEY MADE Yes

26. TYPE ELECTRIC AND OTHER LOGS RUN
FDC-CNL W GR 5385-219 DIL 5385-219 CBL 5305-2500
27. WAS WELL CORED No

28. CASING RECORD (Report all strings set in well)

CASING SIZE	WEIGHT, LB./FT.	DEPTH SET (MD)	HOLE SIZE	CEMENTING RECORD	AMOUNT PULLED
8-5/8" 5jt	24#	219'	12 1/2	150 sx 'G'	N/A
5 1/2" 133jt	14.0#	5355'	7-7/8	135 sx 50-50 Pozmix I	
				190 sx 65-35 Pozmix II	N/A
				Top @ 2750'	

29. LINER RECORD

SIZE	TOP (MD)	BOTTOM (MD)	SACKS CEMENT*	SCREEN (MD)

30. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)
2-3/8	4993 (open)	4993'
		CIRP @ 5240'

31. PREPARATION RECORD (Interval size and number)
5254-58 4S/F 17 holes = CIRP @ 5240'
5198-5201
5029-31
5015-21
5006-08
4948-56; 4968-88 Above packer
Producing Interval

32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL (MD)	AMOUNT AND KIND OF MATERIAL USED
none	

33. PRODUCTION

DATE FIRST PRODUCTION | PRODUCTION METHOD (Flowing, gas lift, pumping—size and type of pump) | WELL STATUS (Producing or shut-in) SI

DATE OF TEST	HOURS TESTED	CHOKE SIZE	PROD'N. FOR TEST PERIOD	OIL—BBL.	GAS—MCF.	WATER—BBL.	GAS-OIL RATIO
9-13-81	8	18/64		0	367	Trace TSTM	N/A
FLOW. TUBING PRESS.	CASING PRESSURE	CALCULATED 24-HOUR RATE	OIL—BBL.	GAS—MCF.	WATER—BBL.	OIL GRAVITY-API (CORR.)	
650			0	1100	Trace	N/A	

34. DISPOSITION OF GAS (Sold, used for fuel, vented, etc.) Vented | TEST WITNESSED BY Glen Goodwin

35. LIST OF ATTACHMENTS

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records

SIGNED Paul T. Gayer | TITLE Div. Eng. MGR | DATE 10/14/81

*(See Instructions and Spaces for Additional Data on Reverse Side)



STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

February 5, 1982

Snyder Oil Company
410 17th Street
Suite 1300
Denver, Colorado 80202

Re: See attached

Gentlemen:

In reference to the above mentioned wells, considerable time has gone by since approval was obtained from this office.

This office has not received any notification of spudding. If you do not intend to drill these wells, please notify this Division. If spudding or any other activity has taken place, please send necessary forms. If you plan to drill this location at a later date, please notify as such.

Your prompt attention to the above will be greatly appreciated.

Very truly yours,

DIVISION OF OIL, GAS AND MINING

Cari Furse
Clerk Typist

**If we do not hear from your company within fifteen (15) days, we will assume you do not intend to drill these wells, and action will be taken to terminate the application.

Well No. Horseshoe Bend Federal 1-26
Sec. 26, T. 6S, R. 21E
Uintah County, Utah

Well No. Baser Drawer Federal 2-31
Sec. 31, T. 6S, R. 22E
Uintah County, Utah

Well No. West Walker State 2-32
Sec. 32, T. 6S, R. 22E
Uintah County, Utah

Well No. West Walker State 1-32
Sec. 32, T. 6S, R. 23E
Uintah County, Utah

Well No. West Walker Federal 1-4
Sec. 4, T. 7S, R. 22E
Uintah County, Utah

Well No. Lansdale Federal 1-11
Sec. 11, T. 7S, R. 24E
Uintah County, Utah

Well No. Federal 1-3
Sec. 3, T. 8S, R. 22E
Uintah County, Utah

Well No. White River Federal 2-10
Sec. 10, T. 8S, R. 22E
Uintah County, Utah

Well No. Southerner Canyon Federal 1-21
Sec. 21, T. 10S, R. 23E
Uintah County, Utah

STATE OF UTAH
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF OIL & GAS CONSERVATION
 1588 WEST NORTH TEMPLE
 SALT LAKE CITY, UTAH 84116
 328-5771

State Lease No. _____
 Federal Lease No. 71-038430
 Indian Lease No. _____
 Fee & Pat. _____

REPORT OF OPERATIONS AND WELL STATUS REPORT

STATE Utah COUNTY Uintah FIELD/LEASE Wildcat

The following is a correct report of operations and production (including drilling and producing wells) for the month of:
March, 1982

Agent's Address SOCO Plaza - 7th Floor
1800 Glenarm Place
Denver, CO 80202
 Phone No. (303) 620-8400

Company Snyder Oil Company
 Signed *Robert L. Penker*
 Title Division Manager Drilling and Production

Sec. and % of %	Twp.	Range	Well No.	Days Produced	Barrels of Oil	Gravity	Cu. Ft. of Gas (In thousands)	Gallons of Gasoline Recovered	Barrels of Water (if none, so state)	REMARKS (If drilling, depth; if shut down, cause and result of test for gasoline content of gas)
11 SWSW	7S	24E	1-11	0	0	0	0	0	0	WOPL

GAS: (MCF)
 Sold 0
 Flared/Vented 0
 Used On/Off Lease 0

OIL or CONDENSATE: (To be reported in Barrels)
 On hand at beginning of month 0
 Produced during month 0
 Sold during month 0
 Unavoidably lost 0
 Reason: _____
 On hand at end of month 0



STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

March 15, 1982

Snyder Oil Company
SOCO Plaza, 7th Floor
1800 Glenarm Place
Denver, Colorado 80202

Re: Well No. Horseshoe Bend Federal #1-35
Sec. 35, T. 6S, R. 21E.
Uintah County, Utah

Well No. West Walker State #2-32
Sec. 32, T. 6S, R. 22E.
Uintah County, Utah

Well No. Glen Bench Unit #1-10
Sec. 10, T. 8S, R. 22E.
Uintah County, Utah

Well No. West Walker Federal #1-33
Sec. 33, T. 6S, R. 22E.
Uintah County, Utah

Well No. West Walker State #1-32
Sec. 32, T. 6S, R. 23E.
Uintah County, Utah

Well No. Lansdale Federal #1-11
Sec. 11, T. 7S, R. 24E.
Uintah County, Utah

Gentlemen:

According to our records, a "Well Completion Report" filed with this office (respectively) January 19, 1982, February 17, 1982, June 30, 1981, February 17, 1982, June 9, 1981, & October 14, 1981, from above referred to wells, indicates the following electric logs were run (respectively): 1-35: GR-DIL, GR-FCE-CNL; 2-32: GR-FDC-CNL TD-SC, GR-DIL TD-SD; 1-10: DIL-GR, FDC-CNL-GR, BHC-GR, GR-CBL; 1-33: GR-CBL, GR-DIL TD to SC, GR-FDC-CNL TD to SC; 1-32: Open Hole FDC-CNL, DIL, CBL; 1-11: FDC-CNL w/ GR, DIL, CBL. As of today's date, this office has not received these logs: 1-35: All listed above; 2-32: All listed above; 1-10: GR-CBL; 1-33: GR-CBL; 1-32: Open Hole, CBL; 1-11: CBL.

Rule C-5, General Rules and Regulations and Rules of Practice and Procedure, requires that a well log shall be filed with the Commission together with a copy of the electric and radioactivity logs.

Board/Charles R. Henderson, Chairman • John L. Bell • E. Steele McIntyre • Edward T. Beck
Robert R. Norman • Margaret R. Bird • Herm Olsen



STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

Your prompt attention to the above will be greatly appreciated.

Sincerely,

DIVISION OF OIL, GAS AND MINING

Cari Furse
Clerk Typist

STATE OF UTAH
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF OIL & GAS CONSERVATION
 1588 WEST NORTH TEMPLE
 SALT LAKE CITY, UTAH 84116
 328-5771

State Lease No. _____
 Federal Lease No. 71-038430
 Indian Lease No. _____
 Fee & Pat. _____

REPORT OF OPERATIONS AND WELL STATUS REPORT

STATE Utah COUNTY Uintah FIELD/LEASE Wildcat

The following is a correct report of operations and production (including drilling and producing wells) for the month of:
April, 19 82

Agent's Address SOCO Plaza - 7th Floor
1800 Glenarm Place
Denver, CO 80202
 Phone No. (303) 620-8400

Company Snyder Oil Company
 Signed Robert L. Plumber
 Title Division Manager/Drilling and Production

Sec. and % of %	Twp.	Range	Well No.	Days Produced	Barrels of Oil	Gravity	Cu. Ft. of Gas (In thousands)	Gallons of Gasoline Recovered	Barrels of Water (if none, so state)	REMARKS (If drilling, depth; if shut down, cause and result of test for gasoline content of gas)
11 SWSW	7S	24E	1-11	0	0	0	0	0	0	WOPL

GAS: (MCF)
 Sold _____ 0
 Flared/Vented _____ 0
 Used On/Off Lease _____ 0

OIL or CONDENSATE: (To be reported in Barrels)
 On hand at beginning of month _____ 0
 Produced during month _____ 0
 Sold during month _____ 0
 Unavoidably lost _____ 0
 Reason: _____
 On hand at end of month _____ 0

April 26, 1982

State of Utah
Natural Resources and Energy
4241 State Office Building
Salt Lake City, Utah 84114

RE: Your letter dated 3-15-82
Uintah County, Utah well logs

Enclosed please find one copy of each of the logs you requested on several of our Uintah County, Utah wells; as outlined below:

Well Name & Location

Logs Enclosed

Horseshoe Bend Federal 1-35
Sec. 35-T6S-R21E

DIL, FDC/CNL P&A

W. Walker State 2-32
Sec. 32-T6S-R22E

DIL, FDC/CNL, RFT POW

White River Federal 1-10
Sec. 10-T8S-R22E
(note well name change)

GR-CBL POW

W. Walker Federal 1-33
Sec. 33-T6S-R22E

GR-CBL POW

W. Walker State 1-32
Sec. 32-T6S-R23E

GR-CBL POW
GR-CBL

Lansdale Federal 1-11
Sec. 11-T7S-R24E

CBL POW

Very truly yours,



Dave Cook
Division Geological Engineer

SEC/jcb

enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

SUNDRY NOTICES AND REPORTS ON WELLS

(Do not use this form for proposals to drill or to deepen or plug back to a different reservoir. Use Form 9-331-C for such proposals.)

1. oil well gas well other

2. NAME OF OPERATOR (305) Clark Energy Corporation 832-3179

3. ADDRESS OF OPERATOR
1640 Logan St., Suite PH, Denver, CO 80203

4. LOCATION OF WELL (REPORT LOCATION CLEARLY. See space 17 below.)
AT SURFACE: 760' FWL and 760' FSL
AT TOP PROD. INTERVAL: SAME
AT TOTAL DEPTH: SAME

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

REQUEST FOR APPROVAL TO:

TEST WATER SHUT-OFF

FRACTURE TREAT

SHOOT OR ACIDIZE

REPAIR WELL

PULL OR ALTER CASING

MULTIPLE COMPLETE

CHANGE ZONES

ABANDON*

(other) Change Operator

SUBSEQUENT REPORT OF:

5. LEASE
71-03840

6. IF INDIAN, ALLOTTEE OR TRIBE NAME
N/A

7. UNIT AGREEMENT NAME
N/A

8. FARM OR LEASE NAME
Lansdale Federal

9. WELL NO.
1-11

10. FIELD OR WILDCAT NAME
Wildcat

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
Sec. 11-T7S-R24E

12. COUNTY OR PARISH Uintah | 13. STATE Utah

14. API NO.

15. ELEVATIONS (SHOW DF, KDB, AND WD)
5700 GL.

(NOTE: Report results of multiple completion or zone change on Form 9-330.)

17. 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.)*

Change of Operator from Snyder Oil Company to Clark Energy Corporation

RECEIVED

MAY 11 1984

**DIVISION OF OIL
GAS & MINING**

Subsurface Safety Valve: Manu. and Type _____ Set @ _____ Ft.

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

SIGNED [Signature] TITLE Vice President DATE May 8, 1984

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____
CONDITIONS OF APPROVAL, IF ANY:

RECEIVED

SUPERVISOR, OIL AND GAS OPERATIONS:

MAY 11 1984

DESIGNATION OF OPERATOR

**DIVISION OF OIL
GAS & MINING**

The undersigned is, on the records of the Bureau of Land Management, holder of oil and gas lease

DISTRICT LAND OFFICE: Salt Lake City, Utah
SERIAL NO.: U-38430

and hereby designates

NAME: Clark Energy Corp.
ADDRESS: 1640 Logan Street
Denver, CO 80203

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Oil and Gas Operating Regulations with respect to (describe acreage to which this designation is applicable):

Township 7 South - Range 24 East, SLM

Section 11: SW $\frac{1}{4}$ SW $\frac{1}{4}$

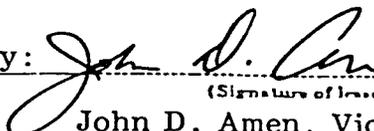
Unitah County, Utah

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Oil and Gas Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the oil and gas supervisor of any change in the designated operator.

SNYDER OIL COMPANY

By: 
(Signature of lessee)
John D. Amen, Vice President/Land
SOCO Plaza, 7th Floor
1800 Glenarm Place
Denver, CO 80202

11 July 1983

(Date)

SNYDER OIL COMAPNY
1800 GLENARM PL 6TH FLOOR
DENVER CO 80202
ATTN: ~~KENNETH NOE~~

Manner Eason

PHONE: ~~303 620 8400~~ (303) 291-8400

YOUR UTAH ACCOUNT NUMBER: N0860

PRODUCING ENTITY NUMBER: 02725
PRODUCING ENTITY NAME : (SHUT IN)

API	ZONE	WELL NAME	SECTION	TOWNSHIP	RANGE	QTR-QTR
43-047-31024	GRRV	LANDSDALE FED 1-11	11	07.0-S	24.0-E	SWSW

*We are no longer
the Operator on
this well -*

*Clark Energy is
the new operator.*

*We do not have a copy
of the Secondary Notice.*

*Please contact:
Hank Clark
Clark Energy Corp
1640 Sycamore St
Denver, Co 80203
(303) 832-3179*

*Hank Clark
Clark Energy Corp
1640 Sycamore St
Denver, Co 80203
(303) 832-3179*

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

SUNDRY NOTICES AND REPORTS ON WELLS

(Do not use this form for proposals to drill or to deepen or plug back to a different reservoir. Use Form 9-331-C for such proposals.)

1. oil well gas well other

2. NAME OF OPERATOR (205)
Clark Energy Corporation 832-3179

3. ADDRESS OF OPERATOR
1640 Logan St., Suite PH, Denver, CO 80203

4. LOCATION OF WELL (REPORT LOCATION CLEARLY. See space 17 below.)
AT SURFACE: 760' FWL and 760' FSL
AT TOP PROD. INTERVAL: SAME
AT TOTAL DEPTH: SAME

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

REQUEST FOR APPROVAL TO:		SUBSEQUENT REPORT OF:
TEST WATER SHUT-OFF	<input type="checkbox"/>	<input type="checkbox"/>
FRACTURE TREAT	<input type="checkbox"/>	<input type="checkbox"/>
SHOOT OR ACIDIZE	<input type="checkbox"/>	<input type="checkbox"/>
REPAIR WELL	<input type="checkbox"/>	<input type="checkbox"/>
PULL OR ALTER CASING	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPLE COMPLETE	<input type="checkbox"/>	<input type="checkbox"/>
CHANGE ZONES	<input type="checkbox"/>	<input type="checkbox"/>
ABANDON*	<input type="checkbox"/>	<input type="checkbox"/>
(other) <input checked="" type="checkbox"/> Change Operator		

5. LEASE
71-03840

6. IF INDIAN, ALLOTTEE OR TRIBE NAME
N/A

7. UNIT AGREEMENT NAME
N/A

8. FARM OR LEASE NAME
Lansdale Federal

9. WELL NO.
1-11

10. FIELD OR WILDCAT NAME
Wildcat

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
Sec. 11-T7S-R24E

12. COUNTY OR PARISH Uintah | 13. STATE Utah

14. API NO.

15. ELEVATIONS (SHOW DF, KDB, AND WD)
5700 GL.

(NOTE: Report results of multiple completion or zone change on Form 9-330.)

17. 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.)*

Change of Operator from Snyder Oil Company to Clark Energy Corporation

**910528 Btm did not approve this change.*

RECEIVED

MAY 11 1984

DIVISION OF OIL
GAS & MINING

Subsurface Safety Valve: Manu and Type _____ Set @ _____ Ft.

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

SIGNED [Signature] TITLE Vice President DATE May 8, 1984

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____
CONDITIONS OF APPROVAL, IF ANY:

RECEIVED

SUPERVISOR, OIL AND GAS OPERATIONS:

MAY 11 1984

DESIGNATION OF OPERATOR

DIVISION OF OIL
GAS & MINING

The undersigned is, on the records of the Bureau of Land Management, holder of oil and gas lease

DISTRICT LAND OFFICE: Salt Lake City, Utah
SERIAL NO.: U-38430

and hereby designates

NAME: Clark Energy Corp.
ADDRESS: 1640 Logan Street
Denver, CO 80203

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Oil and Gas Operating Regulations with respect to (describe acreage to which this designation is applicable):

Township 7 South - Range 24 East, SLM

Section 11: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Unitah County, Utah

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Oil and Gas Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the oil and gas supervisor of any change in the designated operator.

SNYDER OIL COMPANY

By: John D. Amen JSR
(Signature of lessee)
John D. Amen, Vice President/Land
SOCO Plaza, 7th Floor
1800 Glenarm Place
Denver, CO 80202

11 July 1983
(Date)



STATE OF UTAH
NATURAL RESOURCES
Oil, Gas & Mining

Norman H. Bangerter, Governor
Dee C. Hansen, Executive Director
Dianne R. Nielson, Ph.D., Division Director

355 W. North Temple • 3 Triad Center • Suite 350 • Salt Lake City, UT 84180-1203 • 801-538-5340

May 16, 1985

Clark Energy Corporation
1600 Logan Street
Denver, Colorado 80203

Gentlemen:

Re: Well No. Lansdale Federal 1-11 - Sec. 11 R. 7S., R. 24E
Uintah County, Utah - API #43-047-31024

We have received your Monthly Oil and Gas Production Reports indicating that this well is temporarily abandoned; however, there is no information in our files as to where the temporary plugs are set.

If plugs have been set, it is necessary to submit this information on a "Sundry Notice". If plugs haven't been set, the well is not temporarily abandoned; it is shut in. We have enclosed forms for your convenience in providing us with this information.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Pam Kenna".

Pam Kenna
Well Records Specialist

Enclosure

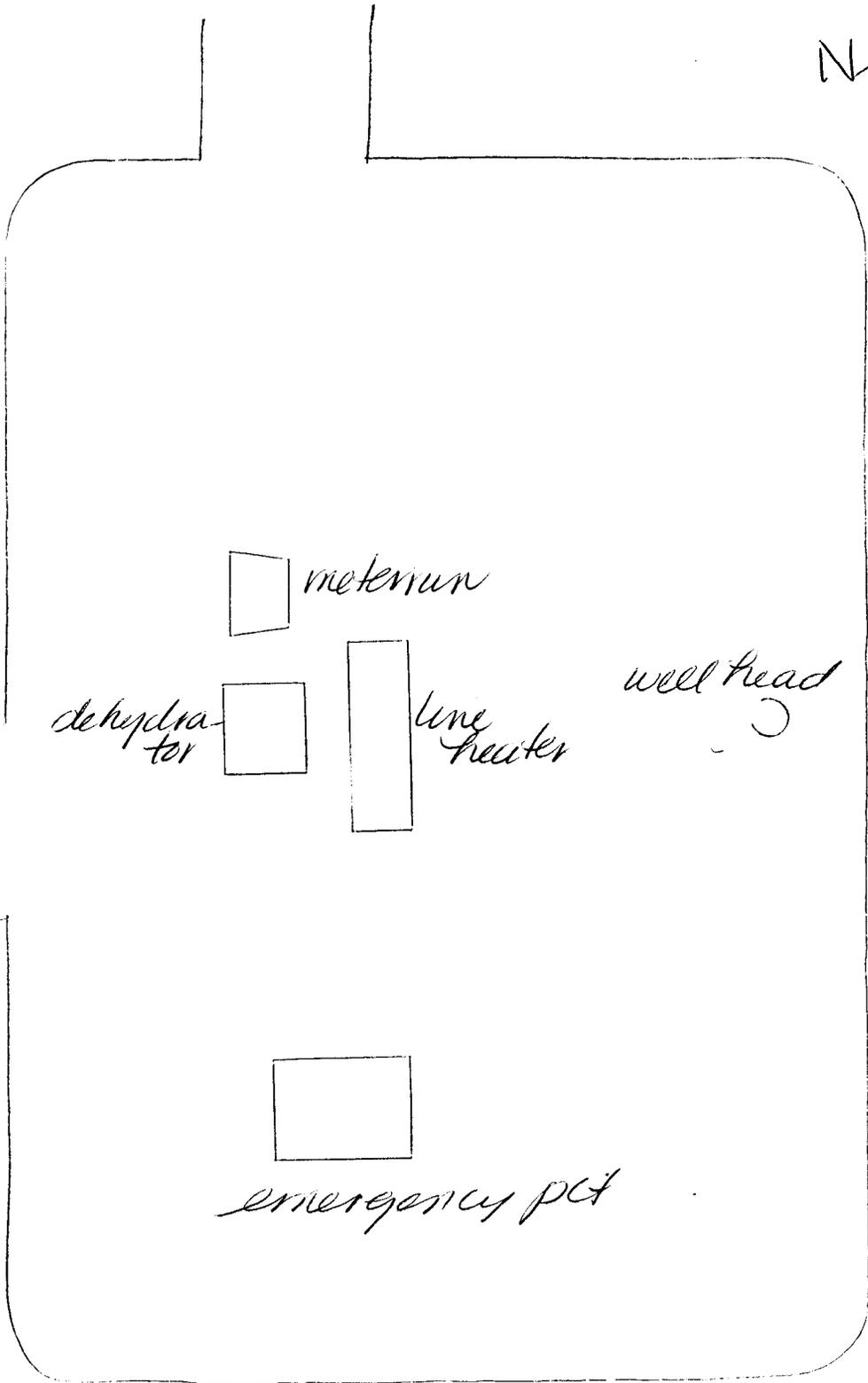
cc: Dianne R. Nielson
Ronald J. Firth
John R. Baza
File

0063S-67

Sundsdale
Ed 1-11

Sec 11, T7S, R24E

Hubly 10/28/88



Bureau of Land Management
Utah State Office
P. O. Box 45155
Salt Lake City, Utah 84145-0155

3100
U-9099 et al
(U-942)

AUG 31 1990

DECISION

Snyder Oil Corporation	:	
801 Cherry Street, Suite 2500	:	Oil and Gas Leases
Fort Worth, Texas 76102	:	U-9099 et al

Corporate Merger Recognized

Acceptable evidence has been received by this office establishing that Snyder Oil Company, Snyder Operating Company, and Snyder Operating Partnership have merged into Snyder Oil Corporation. Accordingly, the surviving corporation is recognized as holding all interests in Federal oil and gas leases in Utah which were held by Snyder Oil Company, Snyder Operating Company, and Snyder Operating Partnership prior to the merger.

A rider to nationwide bond No. 57-93-54 changing the name of the principal on the bond form from Snyder Oil Company to Snyder Oil Corporation was accepted by the Wyoming State Office effective August 20, 1990.

Enclosed is the list of leases whose records will be changed to reflect this merger. If you know of other leases affected by this merger, please notify this office immediately.

/s/ ROBERT LOPEZ

Chief, Minerals
Adjudication Section

Enclosure
List of Leases

cc: District Offices, Utah
MMS, BRASS
MMS, AFS
Accounts
U-920 (Teresa Thompson)
U-942 (Dianne Wright)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Lease Serial No.

U-38430

New Serial No.

12/1/77

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee Thomas D. Harrison (50%)
Street 2207 Three Kings Court
City, State Park City, Utah
Zip Code 84060

Additional Assignees



This record title assignment is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Record Title, Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c		
T7S R24E, SLM Sec. 11: SW/4NW/4, SW/4, SW/4SE/4 240.0 acres, more or less Uintah County, Utah	100%	100%	None	None	5.0%

FOR BLM USE ONLY

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

Assignment approved for above described lands;

Assignment approved for attached land description

MAY 1 1991

Assignment approved effective _____

ACTING, Chief, Minerals
Adjudication Section

By M. Willis
(Authorized Officer)

(Title)

MAY 7 1991

(Date)

Tear

Tear

Tear

PART C: GENERAL INSTRUCTIONS

- Applicant(s) must complete Parts A1 and A2 and Part B. Both parties to assignment must sign. File three (3) manually signed, completed copies of this form in the appropriate BLM office for each assignment of record title. File one (1) manually signed copy for transfer of overriding royalty interests, payment out of production or other similar interests or payments. The required filing fee (non-refundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
- Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
- In item No. 2 of Part A, describe lands affected (See 43 CFR 3106. 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
- If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed.
- If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
- The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
- Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
- Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
- Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.



CLARK ENERGY CORPORATION

May 16, 1991

Utah Oil, Gas and Mining
355 West North Temple, Suite 350
Salt Lake City, Utah 84180

VIA FAX: 801 359 3940

Attn: Steve Schneider

RE: Federal Lansdale 1-11

*42-047-31024
Sec. 11, T. 7S, R. 24E.*

Dear Mr. Schneider:

Confirming our discussions, this is to notify you that the operator of the Federal Lansdale 1-11 well in Vernal County is currently:

Utah

Snyder Oil Corporation
1801 California, Suite 3500
Denver, Colorado 80202
Tel #: 303 292 9100

Clark Energy Corporation is no longer the operator of this well. In the future please refer all correspondence, reporting requirements, etc to Snyder Oil.

If you require any additional information, please let me know.

Very truly yours,

Henry B Clark,
President

ROUTING AND TRANSMITTAL SLIP

Date

MAY 16, 1991

TO: (Name, office symbol, room number, building, Agency/Post)

Initials

Date

1. ~~FRANK BLACK~~ → *Liska R.*
2. DIV. OF OIL, GAS, AND MINING
3. 3 TRIAD CENTER, SUITE 350
4. SALT LAKE CITY, UTAH 84184-1225
- 5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
<input checked="" type="checkbox"/> As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

**Interest change only - not an operator change.*

RECEIVED

MAY 17 1991

DIVISION OF
OIL GAS & MINING

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Chris Merritt

oim/450

Phone No.

534-4109

5041-102

* U.S. GPO: 1988 - 196-509

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

Bureau of Land Management
Branch of Fluid Minerals (U-92)
324 South State Street
Salt Lake City, Utah 84111-2303

DIVISION/AREA	INITIAL	ASSIGNED
Dist. Mgr.	08	
Planning		
Administration		
Resources		
Operations		
RECEIVED		
May 16, 1991		
MAY 17 1991		
BUREAU OF LAND MGMT. VERNAL, UTAH		
Minerals		✓
Dist. Mgr.		
Bookcliff		
All Employees		

Hadden & Harrison
13381 North Dry Fork Canyon
Vernal, Utah 84078

Re: Successor of Operator
Communitization Agreement (CA)
CR-164
Uintah County, Utah

Gentlemen:

We received an indenture whereby Snyder Oil Corporation resigned as Operator and Hadden & Harrison was designated as Operator for CA CR-164, Uintah County, Utah.

This indenture was executed by all required parties. The instrument is hereby accepted effective as of May 16, 1991.

Pursuant to regulations issued and effective June 17, 1988, all operations within CA CR-164 will be covered by your statewide (Utah) oil and gas bond No. 0295.

Please advise all interested parties of the change in operator.

Sincerely,

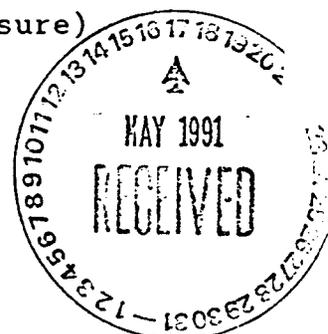
(Orig. Sgd.) R. A. Henricks

Robert A. Henricks
Chief, Branch of Fluid Mi

Enclosure

bcc: District Manager - Vernal (w/enclosure)
File - CR-164 (w/enclosure)
MMS - Reference Data Branch
Agr. Sec. Chron
Fluid Chron

U-922:TAThompson:tt:05-16-91



DESIGNATION OF SUCCESSOR OPERATOR

Communitization Agreement Number CR-164

Designation of successor Operator for communitized area, County of Uintah, State of Utah, being:

Township 7 South - Range 24 East
Section 11: W/2
Containing 320 acres, more or less.

This indenture, dated as of the 1st day of January, 1991, by and between Thomas A. Harrison and Darrell Hadden, hereinafter designated as "First Party," and the owners of communitized working interests, hereinafter designated as "Second Parties." (But effective August 1, 1989)

WHEREAS, under the provisions of the Act of February 25, 1920, 41 Stat. 437, 30 U.S.C., Secs. 181, et seq., as amended by the Act of August 8, 1946, 60 Stat. 950, a Communitization Agreement for the above Communitized Area, effective October 10, 1981, wherein Snyder Oil Corporation is designated as Operator of the communitized area; and

WHEREAS said Snyder Oil Corporation, has resigned as Operator, and the designation of a successor Operator is now required pursuant to the terms thereof; and

WHEREAS the First Party has been and hereby is designated by Second Parties as Operator of the communitized area, and said First Party desires to assume all the rights, duties, and obligations of Operator under the said Communitization Agreement.

NOW, THEREFORE, in consideration of the premises hereinbefore set forth and the promises hereinafter states, the First Party hereby covenants and agrees to fulfill the duties and assume the obligations of Operator of the communitized area under and pursuant to all the terms of the said Communitization Agreement, and the Second Parties covenant and agree that, effective upon approval of this indenture by the Chief, Branch of Fluid Minerals, Utah State Office, Bureau of Land Management, First Party shall be granted the exclusive right and privilege of exercising any and all rights and privileges as Operator, pursuant to the terms and conditions of said Communitization Agreement; said Agreement being hereby incorporated herein by reference and made apart hereof as fully and effectively as though said Agreement were expressly set forth in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove set forth.

(FIRST PARTY)

ATTEST

By: _____

By: Lewis Clarke

By: James D. Harrison

By: Donald H. Smith

(SECOND PARTIES)

By: Terry L. Savage

Terry L. Savage
Vice-President, Land

By: _____

ATTEST:

By: Wichit Jones
Assistant Secretary

By: _____

ATTEST:

By: _____

By: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by _____, President, and _____, Secretary of _____, a corporation.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

Place of Residence:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On the 19th day of February, ~~1987~~¹⁹⁹¹, personally appeared before me Terry L. Savage, the signer(s) of the above instrument, who duly acknowledged to me that he (she or they) executed the same.

WITNESS my hand and official seal.

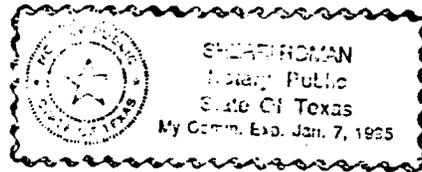
My Commission Expires:

1-7-95

Sheri Roman
Notary Public

Place of Residence:

Fort Worth, Texas



ROUTING AND TRANSMITTAL SLIP

Date

5/24/91

TO: (Name, office symbol, room number, building, Agency/Post)		Initials	Date
1. <i>Richard Romero</i>			
2.			
3.			MAY 28 1991
4.			
5.			

RECEIVED

MAY 28 1991

DIVISION OF
OIL GAS & MINING

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

I don't know where Clark Energy fit in, but according to the CA file the operator changed from Snyder (original operator) to Madden & Harrison. There is a Sundry in the well file changing the operator to Clark, but no designation of Agent.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
<i>Morgan - Journal DO</i>	Phone No.

5041-102

GPO : 1987 0 - 196-409

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

Oil and Gas Operations
2000 Administration Building
1745 West 1700 South
Salt Lake City, Utah 84104

June 14, 1982

Memorandum

TO: Deputy Minerals Manager, Oil and Gas Division,
Central Region, Denver, Colorado

FROM: District Oil & Gas Supervisor, Salt Lake City, Utah

SUBJECT: First Production, Communitization Agreement CR-164

Please refer to First Production Memorandum dated October 21, 1981
written for lease U-38430.

Communitization Agreement CR-164 was approved June 4, 1982 effective
October 10, 1981; and involves Federal Oil and Gas Leases U-42823 and
U-38430.

(ORIG. SGD.) R. A. HENRICKS
Production Unit Supervisor

E.W. Guynn

bcc: Royalty Management (1)
Regional Office (3)
✓ District Office (4)

RAH/db

RECEIVED

MAY 28 1991

DIVISION OF
OIL GAS & MINING

Routing: *SL*

1- VLC <i>1-5LS</i>
2- DTB <i>DTB</i>
3- VLC ✓
4- RJF ✓
5- RWM ✓
6- LCR ✓

Attach all documentation received by the division regarding this change.
 Initial each listed item when completed. Write N/A if item is not applicable.

- Change of Operator (well sold) Designation of Agent
 Designation of Operator Operator Name Change Only

The operator of the well(s) listed below has changed (EFFECTIVE DATE: 5-16-91)

TO (new operator) SNYDER OIL CORPORATION
 (address) 1801 CALIFORNIA ST., #3500
DENVER, CO 80202
 phone (303) 292-9100
 account no. N 1305

FROM (former operator) CLARK ENERGY CORP.
 (address) 12224 E. AMHERST CIR.
DENVER, CO 80014
HENRY B. CLARK
 phone (303) 751-4740
 account no. N 9490

Well(s) (attach additional page if needed):

Name: <u>LANDSDALE FED. 1-11/GRR</u>	API: <u>43-047-31024</u>	Entity: <u>2725</u>	Sec <u>11</u>	Twp <u>7S</u>	Rng <u>24E</u>	Lease Type: <u>U-38430</u>
Name: _____	API: _____	Entity: _____	Sec _____	Twp _____	Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____	Twp _____	Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____	Twp _____	Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____	Twp _____	Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____	Twp _____	Rng _____	Lease Type: _____

OPERATOR CHANGE DOCUMENTATION

- See* 1. (Rule R615-8-10) Sundry or other legal documentation has been received from former operator (Attach to this form). (*Rec. 5-16-91*)
- N/A* 2. (Rule R615-8-10) Sundry or other legal documentation has been received from new operator (Attach to this form). (*See Btm documentation rec. 5-28-91*)
- N/A* 3. The Department of Commerce has been contacted if the new operator above is not currently operating any wells in Utah. Is company registered with the state? (yes/no) _____ If yes, show company file number: _____.
- See* 4. (For Indian and Federal Wells ONLY) The BLM has been contacted regarding this change (attach Telephone Documentation Form to this report). Make note of BLM status in comments section of this form. Management review of Federal and Indian well operator changes should take place prior to completion of steps 5 through 9 below.
- See* 5. Changes have been entered in the Oil and Gas Information System (Wang/IBM) for each well listed above. (*6-5-91*)
- See* 6. Cardex file has been updated for each well listed above.
- See* 7. Well file labels have been updated for each well listed above.
- See* 8. Changes have been included on the monthly "Operator, Address, and Account Changes" memo for distribution to State Lands and the Tax Commission.
- See* 9. A folder has been set up for the Operator Change file, and a copy of this page has been placed there for reference during routing and processing of the original documents.

ENTITY REVIEW

- 1. (Rule R615-8-7) Entity assignments have been reviewed for all wells listed above. Were entity changes made? (yes/no) no (If entity assignments were changed, attach copies of Form 6, Entity Action Form).
- 2. State Lands and the Tax Commission have been notified through normal procedures of entity changes.

BOND VERIFICATION (Fee wells only)

- 1. (Rule R615-3-1) The new operator of any fee lease well listed above has furnished a proper bond.
- 2. A copy of this form has been placed in the new and former operators' bond files.
- 3. The former operator has requested a release of liability from their bond (yes/no) no. Today's date Sept 19 1991. If yes, division response was made by letter dated Sept 19 1991.

LEASE INTEREST OWNER NOTIFICATION RESPONSIBILITY

- 1. (Rule R615-2-10) The former operator/lessee of any fee lease well listed above has been notified by letter dated Sept 19 1991, of their responsibility to notify any person with an interest in such lease of the change of operator. Documentation of such notification has been requested.
- 2. Copies of documents have been sent to State Lands for changes involving State leases.

MICROFILMING

- 1. All attachments to this form have been microfilmed. Date: June 10, 1991.

FILED

- 1. Copies of all attachments to this form have been filed in each well file.
- 2. The original of this form and the original attachments have been filed in the Operator Change file.

REMARKS

Routing: <i>RJA</i>	
1- <i>11/3R</i>	1-SLS
2- <i>DTB/DIS</i>	
3- <i>VLC</i>	
4- <i>RJF</i>	
5- <i>RWM</i>	
6- <i>L. C. Lee</i>	

Attach all documentation received by the division regarding this change.
 Initial each listed item when completed. Write N/A if item is not applicable.

- Change of Operator (well sold) Designation of Agent
 Designation of Operator Operator Name Change Only

The operator of the well(s) listed below has changed (EFFECTIVE DATE: 5-16-91)

TO (new operator) <u>HADDEN & HARRISON</u>	FROM (former operator) <u>SNYDER OIL CORPORATION</u>
(address) <u>13381 N. DRY FORK CANYON</u>	(address) <u>1801 CALIFORNIA ST., #3500</u>
<u>VERNAL, UT 84078</u>	<u>DENVER, CO 80202</u>
<u>DARREN HADDEN</u>	
phone <u>(801) 789-8501</u>	phone <u>(303) 292-9100</u>
account no. <u>N7228</u>	account no. <u>N1305</u>

Well(s) (attach additional page if needed):

Name: <u>LANDSDALE FED. 1-11/GRR</u>	API: <u>4304731024</u>	Entity: <u>2725</u>	Sec <u>11</u> Twp <u>7S</u> Rng <u>24E</u>	Lease Type: <u>U-38430</u>
Name: _____	API: _____	Entity: _____	Sec _____ Twp _____ Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____ Twp _____ Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____ Twp _____ Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____ Twp _____ Rng _____	Lease Type: _____
Name: _____	API: _____	Entity: _____	Sec _____ Twp _____ Rng _____	Lease Type: _____

OPERATOR CHANGE DOCUMENTATION

- N/A* 1. (Rule R615-8-10) Sundry or other legal documentation has been received from former operator (Attach to this form). *(see btm documentation rec. 5-28-91)*
- N/A* 2. (Rule R615-8-10) Sundry or other legal documentation has been received from new operator (Attach to this form). *(see btm documentation rec. 5-28-91)*
- N/A* 3. The Department of Commerce has been contacted if the new operator above is not currently operating any wells in Utah. Is company registered with the state? (yes/no) _____ If yes, show company file number: _____.
- See* 4. (For Indian and Federal Wells ONLY) The BLM has been contacted regarding this change (attach Telephone Documentation Form to this report). Make note of BLM status in comments section of this form. Management review of **Federal and Indian** well operator changes should take place prior to completion of steps 5 through 9 below.
- See* 5. Changes have been entered in the Oil and Gas Information System (Wang/IBM) for each well listed above. *(6-5-91)*
- See* 6. Cardex file has been updated for each well listed above.
- See* 7. Well file labels have been updated for each well listed above.
- See* 8. Changes have been included on the monthly "Operator, Address, and Account Changes" memo for distribution to State Lands and the Tax Commission.
- See* 9. A folder has been set up for the Operator Change file, and a copy of this page has been placed there for reference during routing and processing of the original documents.

ENTITY REVIEW

- 1. (Rule R615-8-7) Entity assignments have been reviewed for all wells listed above. Were entity changes made? (yes/no) ____ (If entity assignments were changed, attach copies of Form 6, Entity Action Form).
- 2. State Lands and the Tax Commission have been notified through normal procedures of entity changes.

BOND VERIFICATION (Fee wells only)

- 1. (Rule R615-3-1) The new operator of any fee lease well listed above has furnished a proper bond.
- 2. A copy of this form has been placed in the new and former operators' bond files.
- 3. The former operator has requested a release of liability from their bond (yes/no) ____.
Today's date _____ 19____. If yes, division response was made by letter dated _____ 19____.

LEASE INTEREST OWNER NOTIFICATION RESPONSIBILITY

- 1. (Rule R615-2-10) The former operator/lessee of any fee lease well listed above has been notified by letter dated _____ 19____, of their responsibility to notify any person with an interest in such lease of the change of operator. Documentation of such notification has been requested.
- 2. Copies of documents have been sent to State Lands for changes involving State leases.

MICROFILMING

- 1. All attachments to this form have been microfilmed. Date: June 10 1991.

FILED

- 1. Copies of all attachments to this form have been filed in each well file.
- 2. The original of this form and the original attachments have been filed in the Operator Change file.

COMMENTS

MCKAY, BURTON & THURMAN

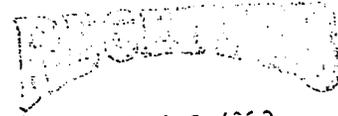
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1200 KENNECOTT BUILDING
10 EAST SOUTH TEMPLE STREET
SALT LAKE CITY, UTAH 84133
(801) 521-4135

OF COUNSEL
DAVID L. MCKAY
WILLIAM T. THURMAN
TELEFAX 801-521-4252

WILFORD M. BURTON
BARRIE G. MCKAY
WILLIAM THOMAS THURMAN
DAVID L. BIRD
R. KIMBALL MOSIER
REID TATEOKA
STEPHEN W. RUPP
JOEL T. MARKER
SCOTT C. PIERCE
MONA LYMAN
HARRY CASTON
SHAWN D. TURNER

March 11, 1992



MAR 12 1992

DIVISION OF
OIL & GAS

R. J. Firth
Associate Director, Division of Oil,
Gas & Mining
#3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

Re: *Hadden & Harrison, joint venture*
Documents regarding sale of operating assets to YM Oil Corporation

Dear Mr. Firth:

In response to my letter of March 6, 1992 to Dianne R. Nielson, Lisha Romero of your office called to request copies of documents evidencing the sale of Hadden & Harrison's operating assets to YM Oil Corporation. Therefore, I have enclosed with this letter copies of the following documents:

1. Assets Sale Agreement between Hadden & Harrison and YM Oil Corporation, dated December 4, 1991. Please note that the Assets Sale Agreement contains signatures of Darrel Hadden and Thomas D. Harrison of Hadden & Harrison, as well as that of Paul L. McCulliss, president of YM Oil Corporation. Please also note on page 14 the address for YM Oil Corporation is as follows:

Paul L. McCulliss
YM Oil Corporation
P.O. Box 13557
Denver, CO 80201

I have also included a copy of Exhibit "C" to the Assets Sale Agreement which indicates that the certificates of deposit held by First Interstate Bank of Park City in favor of the Division of Oil & Gas are assets that were excluded from the sale to YM Oil Corporation and those certificates of deposit, upon release by the State, shall remain property of Hadden & Harrison.

R. J. Firth
March 11, 1992
Page 2

2. Also enclosed is a copy of the Assignment, Bill of Sale and Conveyance, between Thomas D. Harrison, Darrel Hadden and Hadden & Harrison and YM Oil Corporation, dated January 31, 1992.

If you have any further questions regarding these documents or the matters addressed in my letter of March 6, 1992, please give me a call.

Very truly yours,



Joel T. Marker

JTM:als
08015

Enclosures

cc (w/o encl.): Darrel Hadden
Jeffrey C. Swinton
Paul L. McCulliss

RECEIVED

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DIVISION OF
OIL GAS & MINING

ASSETS SALE AGREEMENT

BETWEEN

HADDEN & HARRISON

AND

YM OIL CORPORATION

For the Sale of Oil and Gas Assets
By Hadden & Harrison To,
And the Assumption of Certain Liabilities
By, YM Oil Corporation

Dated effective as of December 4, 1991

ASSETS SALE AGREEMENT

THIS ASSETS SALE AGREEMENT (this "Agreement") dated effective as of the 4th day of December, 1991, by and between ^{Darrel Hadden, Thomas D Harrison and} Hadden & Harrison, a Utah joint venture, ("Hadden"), (Hadden is sometimes referred to herein as the "Seller"), and YM Oil Corporation, a corporation organized under the laws of the State of Colorado ("YM Oil").

R E C I T A L S

A. Hadden owns a working interest in or has operating rights with respect to producing gas wells, producing oil wells and undeveloped acreage under various oil and gas leases covering lands in the Altamont-Bluebell area, the Peter's Point area and the Red Wash area of the Uintah Basin in the Utah counties of Duchesne, Carbon and Uintah (the "Oil and Gas Properties"). The Oil and Gas Properties are more fully identified upon Exhibit "A" attached hereto.

B. Hadden is desirous of selling substantially all of the assets and operations of its oil and gas business to YM Oil and YM Oil is desirous of purchasing substantially all of the assets and operations of Hadden's oil and gas business as identified on Exhibit "B" attached hereto (the "Purchased Assets"). Those assets not being purchased by YM Oil (the "Excluded Assets") are identified on Exhibit "C" attached to this Agreement.

C. As consideration for the Purchased Assets, YM Oil is willing to pay certain sums and to assume certain of the liabilities of Hadden as identified upon Exhibit "D" attached hereto (the "Assumed Liabilities") and Hadden is willing to sell the Purchased Assets for certain sums and for the assumption of the Assumed Liabilities.

A G R E E M E N T

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Assets. Subject to the terms and conditions hereof, and in reliance upon the respective representations and warranties of each party to the other hereunder, YM Oil agrees to purchase from Hadden and Hadden agrees to sell to YM Oil at the Closing (as identified in Section 9 below) the Purchased Assets as identified upon Exhibit "B".

2. Purchase Price and Terms of Payment. The total purchase price to be paid to Hadden by YM Oil for the Purchased Assets is \$750,000.00, payable as follows:

(a) YM Oil shall pay to Hadden a \$10,000.00 nonrefundable deposit upon execution of this Agreement;

(b) YM Oil shall pay to Hadden an additional \$90,000.00 in cash or certified funds at Closing;

(c) YM Oil shall pay in full in cash or certified funds the Paid Claims (as identified upon Exhibit "E") at Closing and shall further assume the Assumed Liabilities at Closing; and

(d) The balance of the purchase price - \$132,000.00 - shall be paid by YM Oil to ^{Darrel} Hadden in 18 monthly installments of \$7,800.00 each, including interest, commencing 30 days after Closing and continuing on the same day of each successive month until fully paid. The principal balance shall bear interest at 8% per year, payable with and included in periodic installments. YM Oil's obligation to pay the balance shall

be evidenced by a promissory note in the form set forth on Exhibit "F" attached to this Agreement, and shall be secured by the granting of liens on the Purchased Assets to Hadden pursuant to the form of the Deed of Trust, Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing set forth on Exhibit "G".

3. Representations and Warranties of Hadden. Hadden represents and warrants to YM Oil as follows:

(a) Authority. Hadden represents without warranty, express or implied, that it has full power and authority to convey, assign, transfer and sell so much of the Purchased Assets or so much interest therein, as to which it now holds undivided record title as revealed by the public record of Carbon, Uintah and Duchesne Counties, Utah, respectively, however, Hadden does not represent that it has power and authority to convey, assign, transfer or sell all right, title and interest in the Purchased Assets.

Hadden further represents that it will endeavor, through its best efforts, to obtain such title in and to the Purchased Assets as it does not now possess, but Hadden specifically denies that such representation constitutes a binding covenant to obtain such title. However, in the event Hadden is able through such efforts to obtain full and complete power and authority to deal with all of the Purchased Assets, then, in such event, Hadden represents that it shall convey, assign, transfer and sell to YM Oil all of such undivided interest pursuant to the covenants, terms, conditions and provisions of this Agreement.

(b) Validity. This Agreement has been and the documents to be delivered at the Closing have been, or will be, duly executed and delivered by Hadden, and are, or will be, the lawful, valid and legally binding obligations of Hadden, enforceable in accordance with their respective terms.

(c) Taxes. To the best of Hadden's knowledge, all federal, state and other tax returns and reports of every nature required to be filed by or on behalf of Hadden have been filed; no extensions of time in which to file any such returns and reports are in effect; and all taxes shown on such returns and deficiency assessments, penalties and interest have been paid or waived or satisfied or by payment to be made at Closing, will be paid, waived or satisfied.

(d) Pending or Threatened Litigation Against Seller. To the best of Hadden's knowledge, except as identified upon Exhibit "H" attached hereto, (i) Hadden is not engaged in or party to or threatened with any suit, action, proceeding, investigation or legal, administrative, arbitration or other method of settling disputes or disagreements or governmental investigation, and no notice has been received by Hadden and no other circumstances exist to provide any basis for any such action against Hadden or with respect to the Oil and Gas Properties; and (ii) Hadden is not aware of any hazardous condition with respect to the Oil and Gas Properties which would cause any obligation to report to any state, local or federal agency.

(e) Insurance. Exhibit "I", attached hereto, sets forth a complete and correct list (including the name of the insurer, coverage, and expiration date) of all policies of casualty and liability insurance relating to the business which are in force, including the amounts thereof maintained by Hadden or in which Hadden is named insured or which are owned by Hadden or on which Hadden is paying premiums. Such policies are in full force and effect as of the date of this Agreement and will remain such to the Closing Date.

(f) Title to Assets. Without warranty, express or implied, Hadden in good faith believes that it is the sole and exclusive legal and equitable owner of all

right, title and interest in, and has good, marketable and indefeasible title to, all of the Purchased Assets, free and clear of any material mortgage, trust deed, lien, claim, right, security interest, encumbrance, covenant, easement or restriction of any kind or nature, direct or indirect, whether accrued, absolute, contingent or otherwise, except only those encumbrances or restrictions as specifically described in this Agreement or in any exhibit to this Agreement.

4. Representations and Warranties of YM Oil. YM Oil represents and warrants to Hadden as follows:

(a) Authority. YM Oil has full legal right, power and authority without the consent of any other person to execute and deliver this Agreement and to carry out the transactions contemplated hereby. All corporate and other actions required to be taken by YM Oil to authorize the execution, delivery and performance of all transactions contemplated hereby have been duly and properly taken.

(b) Validity. This Agreement has been and the documents to be delivered at Closing have been, or will be, duly executed and delivered by YM Oil and are, or will be, the lawful, valid and legally binding obligations of YM Oil, enforceable in accordance with their respective terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge or encumbrance or the acceleration of any indebtedness or other obligation of YM Oil and are not prohibited by, do not violate or conflict with any provision of, do not result in a default under or a breach of (i) the Articles of Incorporation or Bylaws of YM Oil; (ii) any contract, agreement or other instrument to which YM Oil is a party; (iii) any regulation, order, decree or judgment of any court or governmental agency; or (iv) any law applicable to YM Oil.

(c) Due Organization. YM Oil is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, with full power and authority to own or lease its properties and to carry on the business in which it is engaged. YM Oil is or will be at Closing duly licensed and qualified to do business as a foreign corporation and in good standing in all jurisdictions (including Utah) where, by the nature of its business or the character and location of its property or personnel, failure to be so licensed or qualified would have material adverse effect upon its business or assets.

(d) Pending or Threatened Litigation Against YM Oil. To the best of YM Oil's knowledge, YM Oil is not engaged in or party to or threatened with any suit, action, proceeding, investigation or legal, administrative, arbitration or other method of settling disputes or disagreements or governmental investigation, and no notice has been received by YM Oil and no other circumstances exist to provide any basis for any such action against YM Oil.

Each of the foregoing representations and warranties is made as of the date of this Agreement and as of the Closing Date as though made at such time, and each of such representations and warranties shall survive the Closing and any investigation at any time made by or on behalf of YM Oil.

5. Covenants of Seller with Respect to Conduct of Business Prior to Closing. Hadden covenants, warrants and agrees that from the date hereof to the Closing Date, except for transactions in the normal course of business or transactions expressly approved in writing by YM Oil, Hadden shall to the extent material;

(a) Operate the Oil and Gas Properties in the usual, regular and ordinary course;

(b) Maintain the tangible properties and assets of the business in good repair, order and condition, reasonable wear and use in the ordinary course of business excepted;

(c) Maintain in full force and effect the insurance identified upon Exhibit "I";

(d) Maintain the books, accounts and records of the Oil and Gas Properties in the usual, regular and ordinary manner on a basis consistent with prior years;

(e) Not incur any indebtedness with respect to the business for borrowed monies or become a guarantor or surety or pledge credit on or otherwise become responsible in any manner with respect to any undertaking of another;

(f) Not sell, mortgage, lease or otherwise dispose of, or encumber, or purchase, rent, or otherwise acquire any real estate or any interest therein; or

(g) Use its best efforts to preserve the business and use its best efforts to preserve the goodwill of its suppliers, customers, distributors and others having business relations with Hadden.

6. Covenants of YM Oil with Respect to Conduct of Business Prior to Closing. YM Oil covenants, warrants and agrees that from the date hereof to the Closing Date, except for transactions in the normal course of business or transactions expressly approved by Hadden, ~~YM Oil shall not contact or communicate with suppliers, creditors, or other parties with whom Hadden maintains business relationships.~~ However, the parties anticipate that Hadden and YM Oil will work together in efforts by YM Oil to obtain the release of Hadden from the Assumed Liabilities.

7. Conditions to Obligations of YM Oil. The obligations of YM Oil to purchase the Purchased Assets of Hadden at the Closing, are, at the option of YM Oil, subject to the following express conditions precedent:

(a) The representations and warranties of Hadden contained in this Agreement were true when made, and shall be true at and as of the Closing Date, as though such representations and warranties had been made at and as of the Closing Date, and Hadden shall have performed all covenants and agreements on its part required to be performed, and shall not be in default under any of the provisions of this Agreement, at or prior to the Closing Date;

(b) At the Closing Date, no governmental agency or body, or other person or entity, shall have instituted or threatened any action, not indemnified against by Seller, to restrain or prohibit any of the transactions contemplated by this Agreement;

(c) The business shall not have been adversely affected in any material way as the result of any Act of God, fire, flood, explosion, war, labor disturbance or other casualty or any other occurrence; and there shall have been no material adverse change in the business of Hadden ~~since December 1, 1991,~~ Prior to clos:

(d) Hadden shall have obtained an order of the United States Bankruptcy Court for the District of Utah dismissing Hadden's pending Chapter 11 reorganization case, Case No. 91A-02646; and

(e) The documents to be delivered at the Closing shall be adequate and sufficient to vest in YM Oil all of Hadden's right, title and interest in and to the Purchased Assets.

8. Conditions to Obligations of Seller. The obligation of Hadden to sell the Purchased Assets of Hadden at Closing, are, at the option of Hadden, subject to the following express conditions precedent:

(a) The representations and warranties of YM Oil contained in this Agreement were true when made, and shall be true at and as of the Closing Date, as though such representations and warranties had been made at and as of the Closing Date, and YM Oil shall have performed all covenants and agreements on its part required to be performed, and shall not be in default under any of the provisions of this Agreement, at or prior to the Closing Date;

(b) At the Closing Date, no governmental agency or body, or other person or entity, shall have instituted or threatened any action, not indemnified against by YM Oil, to restrain or prohibit any of the transactions contemplated by this Agreement;

(c) The business shall not have been adversely affected in any material way as the result of any Act of God, fire, flood, explosion, war, labor disturbance or other casualty or any other occurrence; and there shall have been no material adverse change in the business of Hadden since ^{prior to closing} ~~December 1, 1991,~~

(d) Hadden shall have obtained an order of the United States Bankruptcy Court for the District of Utah dismissing Hadden's pending Chapter 11 reorganization case, Case No. 91A-02646;

(e) The documents to be delivered at the Closing shall be adequate and sufficient for YM Oil to assume all of the liabilities and obligations absolute, accrued, contingent or otherwise of the Assumed Liabilities and the release of Hadden therefrom;

(f) YM Oil must provide documents, in form satisfactory to counsel for Hadden, establishing that YM Oil has placed operator's bonds and other bonds with all applicable state, federal and tribal authorities sufficient to satisfy those authorities to approve the assignments to YM Oil and to assure release of Hadden's bonds and deposits (as described on Exhibit "C") to Hadden; and

(g) YM Oil shall obtain a policy of general liability insurance in an amount not less than \$2,000,000.00 and casualty insurance covering the equipment and such other of the tangible assets of the Purchased Assets in an amount satisfactory to Hadden. The insurance policies will name Hadden as an additional insured party.

9. Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall commence and continue until completed at the offices of McKay, Burton & Thurman, Suite 1200, Kennecott Building, 10 East South Temple Street, Salt Lake City, Utah, 84133, at 10:00 a.m., Salt Lake City time, on ~~December~~ ^{January 31,} 1992, or such other date as agreed to by the parties hereto in writing (the "Closing Date"). At the Closing, all transactions shall be conducted substantially concurrently and no transaction shall be deemed to be completed until all are completed.

(a) Deliveries by Seller to YM Oil.

(i) Bills of sale, general assignments and certificates of title, as applicable, transferring the personal property part of the Purchased Assets to YM Oil in a form acceptable to counsel for YM Oil;

(ii) Assignments transferring Hadden's interest in the Oil and Gas Properties to YM Oil in a form acceptable to counsel for YM Oil;

(iii) Satisfaction of lien of the Utah State Tax Commission in a form acceptable to counsel for YM Oil;

(iv) A copy of the order dismissing Hadden's Chapter 11 reorganization case; and

(v) Such other agreements, documents, instruments, papers, satisfactions of judgments and termination statements of liens as may be reasonably necessary to carry out the transactions contemplated hereby and to comply with the terms hereof;

(b) Deliveries by YM Oil to Seller.

(i) Cash or certified funds in the amount of \$90,000.00, plus the amount required to satisfy the Paid Claims as set forth upon Exhibit "E";

(ii) Assumption Agreement of Assumed Liabilities and Indemnification covering the Assumed Liabilities;

(iii) Promissory Note in the form attached hereto as Exhibit "F";

(iv) Deed of Trust, Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing in the form attached hereto as Exhibit "G";

(v) Guaranty Agreements given by Paul L. McCulliss and George G. Vaught, Jr. to Hadden in the form attached hereto as Exhibit "J"; and

(vi) Such other agreements, documents, instruments and papers as may be reasonably necessary to carry out the transactions contemplated hereby and to comply with the terms hereof.

(c) At the Closing, Hadden shall aid YM Oil in taking actual possession and operating control of the business.

10. Indemnification of Seller Against Obligees or Assumed Liabilities.

YM Oil shall, at the Closing, assume all of the Assumed Liabilities. To more fully implement this indemnification, YM Oil shall deliver to Hadden at Closing the Assumption Agreement of Assumed Liabilities and Indemnification in the form attached hereto as Exhibit "K".

11. YM Oil General Indemnification. YM Oil hereby indemnifies and agrees to defend and hold harmless Hadden from and against any and all loss, damage or expense including court costs, reasonable attorneys' fees, interest expense and amounts paid in compromise or settlement, suit, action, claim, liability or obligation related to, caused by, arising from or on account of any misrepresentation, breach of any representation or warranty, failure to fulfill any covenant or agreement pursuant to this Agreement (including all obligations arising from YM Oil's assumption of obligations under applicable oil and gas leases, which obligations YM Oil expressly adopts, ratifies and assumes, including, without limitation, all environmental and plugging liability attributable thereto), or the inaccuracy of any document or certificate delivered in connection herewith.

12. Guaranty of Paul L. McCulliss and George G. Vaught, Jr. YM Oil shall cause its principals, Paul L. McCulliss and George G. Vaught, Jr., to enter into the Guaranty Agreements in the form attached hereto as Exhibit "J" and shall deliver to Hadden such Guaranty Agreements at the Closing.

13. Survival. All representations, warranties, covenants and agreements contained in this Agreement or in any exhibit, document or certificate delivered pursuant hereto shall survive the Closing and shall be fully effective and enforceable following the Closing Date except in such case as by the context hereof such representation, warranty,

covenant or agreement is clearly fulfilled prior to or at the Closing. Representations and warranties set forth in this Agreement or in any exhibit, document or certificate delivered pursuant hereto shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any such party, except as specifically set forth in an exhibit, document or certificate delivered pursuant to this Agreement.

14. Attorneys' Fees. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as fixed by a court of competent jurisdiction.

15. Records and Documents. For five years following the Closing Date, YM Oil shall grant to Hadden, and its representatives, access to and the right to make copies of those records and documents related to the business and retained by YM Oil, as may be necessary or useful in connection with Hadden's preparation and support of tax returns or prosecution or defense of actions related to the business, or for any other reasonable purpose relating to the sale contemplated hereby or conduct of the business prior to such sale. YM Oil shall not dispose of any such records without first giving sixty days (60) prior written notice to Hadden, during which period it shall have the right to take possession of the records to be disposed of.

16. Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party against whom such amendment or waiver is charged and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

among the parties with respect to the transactions contemplated hereby and shall supersede all other agreements and understandings among the parties.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, and the parties hereby consent to the jurisdiction of Utah courts over all matters relating to this Agreement and the exhibits, documents and certificates referred to herein.

22. Possibility of Litigation. It is recognized that in the future, litigation may arise relating to the business and the conduct, products, property or assets thereof, which may relate directly or indirectly to the period prior to the Closing Date, the period subsequent to the Closing Date or both. Therefore, all of the parties hereto agree that, to the extent reasonable under the circumstances, they will assist and provide information, records and documents to any other party with respect to any such litigation or potential litigation in which any other party is or may be involved or by which such other party may be affected.

23. Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Agreement.

24. Brokers. Hadden and YM Oil have retained no brokers or finders or incurred any liability for any brokerage fees, commissions or finders' fees with respect to this Agreement or the transactions contemplated hereby. The parties hereto shall each indemnify and hold harmless the other parties with respect to any liability for any broker fee or finder fee claimed or payable to any person as a consequence of this Agreement or the transactions contemplated hereby.

25. Expenses. Each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby.

26. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

27. Incorporated Documents. All exhibits, documents and certificates to be delivered hereunder or referred to herein at or prior to the Closing Date are hereby incorporated in this Agreement by reference.

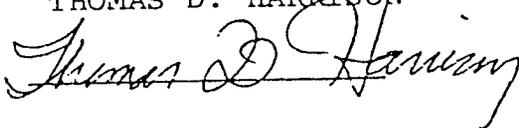
28. Cooperation. Hadden agrees to execute such other documents as may be reasonably requested by YM Oil to carry out the terms of this Agreement and accomplish the intent hereof. Hadden also agrees to assist in the transfer to YM Oil of the Purchased Assets and to be available and accessible to YM Oil, by telephone or otherwise, to answer any questions YM Oil may have in connection with the operation of the business or pertaining to the Purchased Assets being acquired hereunder by YM Oil.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

DARREL HADDEN



THOMAS D. HARRISON



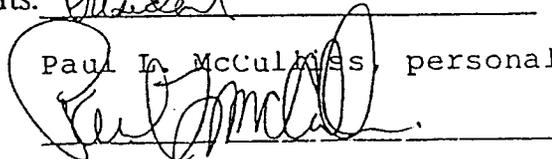
HADDEN & HARRISON

By: 
Darrel Hadden

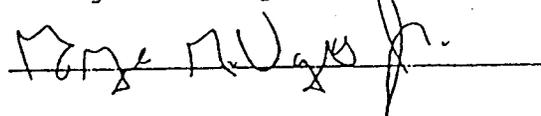
YM OIL CORPORATION

By: 
Its: President

Paul L. McCullis, personally



George G. Vaught, Jr., personally



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EXHIBIT "C"

to Assets Sale Agreement
between Hadden & Harrison
and YM Oil Corporation

Excluded Assets

The following assets are excluded from the sale to YM Oil Corporation and they shall remain the property of Hadden & Harrison:

\$50,000 certificate of deposit held by
Amwest Surety as security for a bond
in favor of the Ute Indian Tribe

\$25,000 certificate of deposit held by
First Interstate Bank, Park City Branch,
in favor of the State of Utah, Division
of Oil and Gas

\$5,000 certificate of deposit held by
the State of Utah in favor of the
Division of Oil and Gas

\$25,000 cash deposit held by the Department
of Interior, Bureau of Land Management
in Salt Lake City as security for operations
of the business on federal land

Accounts receivable owed to Hadden by Texaco
Trading and Transportation, Inc. and
Questar Energy Corporation as of the
date of Closing

Oil and gas produced, transported or delivered
at or before 7:00 a.m. on the Closing Date

TO HAVE AND TO HOLD the Properties unto Assignee, its heirs, successors and assigns, subject to the following:

1. The Properties are conveyed to Assignee without warranty of fitness for a particular purpose or of title, express, implied or statutory.

2. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties in which the Properties are located.

3. All covenants and obligations provided for in this Assignment shall be deemed to be covenants running with the land and the leasehold estates therein and any transfer or other disposition of the Properties, except as otherwise provided in this Assignment, shall be made subject to the terms and conditions of this Assignment.

4. This Assignment and the provisions herein contained shall be binding upon and inure to the benefit of the Assignee, its heirs, successors, legal representatives and assigns, and shall be binding upon and inure to the benefit of Assignors, their heirs, successors, legal representatives and assigns.

5. Assignors agree to execute such other documents as may be required by governmental and tribal authority to effect the transfer hereby made with all appropriate agencies. Separate assignments of the Properties shall be executed on officially approved forms by Assignors and Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth in this Assignment as fully as though they were set forth in each such assignment. The Properties conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed hereby.

6. Assignee hereby accepts this Assignment and hereby agrees to bear and assume its proportionate share of all obligations, duties and liabilities under the Oil and Gas Leases and hereby adopts, ratifies, and agrees to be bound by the terms thereof, including, without limitation, all environmental and plugging liability attributable thereto.

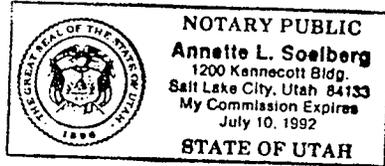
7. Whether or not correctly described in Exhibit "A", it is the intent of Assignors and Assignee that this Assignment serve to transfer to Assignee all of Assignors' right, title and interest in and to all Assignors' oil and gas Wells situated in Carbon, Duchesne and Uintah Counties, Utah, together with all personalty associated in any manner whatsoever therewith, and all of Assignors' right, title and interest in and to all oil and gas leasehold rights in connection with lands situated in Carbon, Duchesne and Uintah Counties, Utah.

STATE OF UTAH)
) SS.
COUNTY OF Sweet Lake)

The foregoing ASSIGNMENT, BILL OF SALE AND CONVEYANCE was acknowledged before me, a notary public, this 28th day of January, 1992, by DARREL HADDEN, individually.

WITNESS my hand and official seal.

My commission expires: July 10, 1992



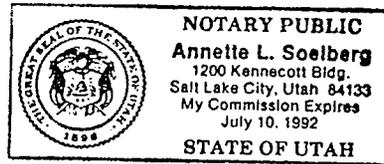
Annette L. Soelberg
Notary Public

STATE OF UTAH)
) SS.
COUNTY OF Sweet Lake)

The foregoing ASSIGNMENT, BILL OF SALE AND CONVEYANCE was acknowledged before me, a notary public, this 28th day of January, 1992, by DARREL HADDEN and THOMAS D. HARRISON, as General Partners of HADDEN & HARRISON, a Joint Venture.

WITNESS my hand and official seal.

My commission expires: July 10, 1992



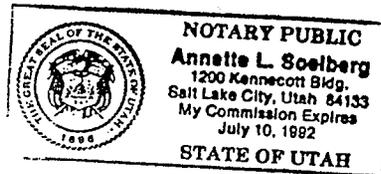
Annette L. Soelberg
Notary Public

STATE OF UTAH)
) SS.
COUNTY OF Salt Lake)

The foregoing ASSIGNMENT, BILL OF SALE AND CONVEYANCE was acknowledged before me, a notary public, this 31st day of January, 1992, by PAUL L. McCULLISS, as President of YM OIL CORPORATION.

WITNESS my hand and official seal.

My commission expires: July 10, 1992



Annette L. Soelberg
Notary Public

DDD: (Assign, Bill Sale, Convey/Hadden & Harrison - YM Oil Corp.)

FS Prince Well, Uinta County, Utah

Township 7 South, Range 24 East, SLM
Section 3: All
Section 10: All
Containing 1,525.52 ares, more or less
Federal Oil & Gas Lease SL-070932-A
Dated January 1, 1951

Landsdale 1-11 Well, Uintah County, Utah

Township 7 South, Range 24 East, SLM
Section 11: SW/4NW/4, SW/4, SW/4SE/4
Containing 240 acres, more or less
Federal Oil & Gas Lease U-38430
Dated December 1, 1977

Township 7 South, Range 24 East, SLM
Section 11: N/2NW/4, SE/4NW/4
Containing 120 acres, more or less
Federal Oil & Gas Lease U-42823

Government Pickrell #1 Well, Carbon County, Utah

Township 12 South, Range 15 East, SLM
Section 9: NE/4, E/2NW/4, SW/4NW/4
Section 10: S/2
Section 11: NW/4, W/2NE/4, N/2SW/4, NW/4SE/4, NE/4SE/4,
S/2S/2
Section 13: N/2
Section 14: NE/4
Containing 1,640 acres, more or less
Federal Oil & Gas Lease U-013064 and U-01519-B

All of Assignor's right, title and interest, now owned or hereafter acquired in and to the following wells and leases, all lying in Township 4 South, Range 6 West, USM, Duchesne County, Utah:

Texaco Tribal #3-1 Well

Subdivision of Unit

<u>Tract</u>	<u>Description</u>
1	Sec. 3: Lots 1, 2, 3, 4, S/2NW, SWNE, N/2SW
2	Sec. 3: West 58 rods of the SWSW
3A	Sec. 3: SENE, N/2SE, SESE
3B	Sec. 3: Beginning at a point which is 356 feet North of the Southwest corner of the Southeast quarter of the Southeast quarter of said

MCKAY, BURTON & THURMAN
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW
SUITE 1200 KENNECOTT BUILDING
10 EAST SOUTH TEMPLE STREET
SALT LAKE CITY, UTAH 84133
(801) 521-4135

OF COUNSEL
DAVID L. MCKAY
WILLIAM T. THURMAN
TELEFAX 801-521-4232

WILFORD M. BURTON
BARRIE G. MCKAY
WILLIAM THOMAS THURMAN
DAVID L. BIRD
R. KIMBALL MOSIER
REID TATEOKA
STEPHEN W. RUPP
JOEL T. MARKER
SCOTT C. PIERCE
MONA LYMAN
HARRY CASTON
SHAWN Q. TURNER

February 20, 1992

TO THE CREDITORS OF HADDEN & HARRISON,
JOINT VENTURE

*Re: Notice of Dissolution of Joint Venture and Sale of Assets
and Assumption of Liabilities by YM Oil Corporation*

NOTICE IS HEREBY GIVEN of the dissolution of Hadden & Harrison, a joint venture, effective January 31, 1992. As of that date Hadden & Harrison ceased carrying on active operations and began a process of winding up its affairs pursuant to the provisions of 48-1-1 U.C.A. As of January 31, 1992 neither Darrel Hadden nor Thomas D. Harrison have any further authority to act on behalf of the Hadden & Harrison joint venture to carry on any further business or to incur any additional claims, debts or other obligations for the joint venture, except as is necessary to wind up the affairs of the joint venture.

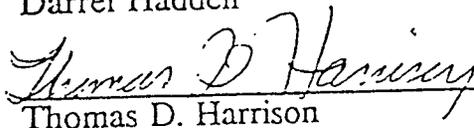
NOTICE IS ALSO GIVEN of the transfer and sale of the assets of the Hadden & Harrison joint venture to YM Oil Corporation, a Colorado corporation, and the assumption of all obligations of Hadden & Harrison joint venture by YM Oil effective January 31, 1992. Under the terms of the sale agreement YM Oil has agreed to assume and satisfy all obligations of the Hadden & Harrison joint venture. You may contact YM Oil at the following address:

Paul L. McCulliss
President
YM Oil Corporation
P.O. Box 13557
Denver, CO 80201
Telephone: (303) 292-5458

COPY



Darrel Hadden



Thomas D. Harrison

Very truly yours,

MCKAY, BURTON & THURMAN



Joel T. Marker

Attorneys for Hadden & Harrison, a Utah
joint venture

PHONE CONVERSATION DOCUMENTATION FORM

Route original/copy to:

[] Well File _____
(Location) Sec ___ Twp ___ Rng ___
(API No.) _____

[] Suspense
(Return Date) _____
(To - Initials) _____

Other
OPERATOR CHANGE

1. Date of Phone Call: 3-17-92 Time: 11:25

2. DOGM Employee (name) L. ROMERO (Initiated Call
Talked to:

Name PAUL MCCULLISS, PRES. (Initiated Call []) - Phone No. (303) 292-5458
of (Company/Organization) YM OIL CORPORATION

3. Topic of Conversation: OPERATOR CHANGE "HADDEN & HARRISON TO YM OIL CORPORATION".

4. Highlights of Conversation:

MR. MCCULLISS STATED THAT HE HAS APPLIED FOR A SURETY BOND. HE WILL GET IN TOUCH WITH US, JUST AS SOON AS HE RECEIVES A RESPONSE FROM THE SURETY COMPANY. I ALSO REFERRED HIM TO THE BLM TO OBTAIN APPROVAL FOR WELLS DRILLED ON FEDERAL LEASES, AND THE BIA FOR WELLS DRILLED ON INDIAN LEASES, OF WHICH HE STATED THAT HE HAS ALREADY BEEN IN TOUCH WITH THEM AND IS IN THE PROCESS OF TAKING CARE OF THOSE REQUIREMENTS.

*BLM/VERNAL "NO DOCUMENTATION HAS BEEN FILED AS OF YET". THEY NEED HADDEN & HARRISON TO SUBMIT A SEPARATE SUNDRY NOTICE FOR EACH WELL, STATING WHO THE WELL WAS SOLD TO & EFFECTIVE DATE, AND SEPARATE SUNDRY NOTICES FROM YM OIL CORP. CERTIFYING THAT THEY ARE THE OPERATOR AND BOND COVERAGE.

RECEIVED
STATE TAX COMMISSION

APR 15 1992

RECEIVED BY
Auditing Division

HADDEN & HARRISON JOINT VENTURE
13381 N. Dryfork Cyn
Vernal, Utah 84078
(801) 789-8501

April 11, 1992

Utah State Tax Commission
160 E 300 S
Salt Lake City, Utah 84134-0550

Dear Sirs:

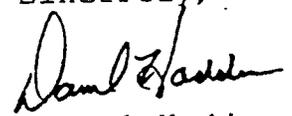
Effective January 31, 1992 Hadden & Harrison ceased its operations on all producing entities listed on the enclosed return. Also enclosed is a copy of a letter giving notice of dissolution and sale of assets.

Hadden & Harrison is hereby requesting that you close our conservation and severance tax accounts # N7228 on the above effective date. Our quarterly severance tax return will be filed as soon as we receive them from the state.

The enclosed quarterly conservation tax return only includes January production and tax payment.

If we need to file additional forms or you need more information please contact me at the above address.

Sincerely,


Darrel Hadden

COPY

RECEIVED

APR 17 1992

DIVISION OF
OIL GAS & MINING



State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Norman H. Bangertter

Governor

Dee C. Hansen

Executive Director

Dianne R. Nielson, Ph.D.

Division Director

355 West North Temple

3 Triad Center, Suite 350

Salt Lake City, Utah 84180-1203

801-538-5340

July 6, 1992

Paul McCulliss
McCulliss Resources Company, Inc.
621 17th Street, Suite 2155
Denver, Colorado 80293

Dear Mr. McCulliss:

Re: Operator Change, Hadden & Harrison to McCulliss Resources Company, Inc., for wells located in Carbon, Duchesne and Uintah County, Utah.

In reviewing the operator change for the referenced companies, it was determined that your company is not currently registered with the Utah Department of Commerce. This letter is written to advise you of your responsibility to register your company with the state prior to conducting business within Utah. This can be accomplished by contacting:

Department of Commerce
Division of Corporations
160 East 300 South
Salt Lake City, Utah 84111
(801) 530-4849

Sincerely,

Lisha Romero
Administrative Analyst

cc: Dept. of Commerce
D.T. Staley
R.J. Firth
Operator File(s)
Correspondence File/lcd

PHONE CONVERSATION DOCUMENTATION FORM

Route original/copy to:

Well File _____

 (Location) Sec ___ Twp ___ Rng ___
 (API No.) _____

Suspense
 (Return Date) _____
 (To - Initials) _____

Other
 OPERATOR CHANGE

1. Date of Phone Call: 4-16-92 Time: 8:37

2. DOGM Employee (name) L. ROMERO (Initiated Call
 Talked to:
 Name PAUL MCCULLISS (Initiated Call - Phone No. (303) 292-5458
 of (Company/Organization) MCCULLISS RESOURCES COMPANY

3. Topic of Conversation: OPERATOR CHANGE FROM HADDEN & HARRISON TO YM OIL CORP. OR
 TO MCCULLISS RESOURCES CO.? ALSO, BOND #B03489 (\$20,000) RECEIVED ON 4-13-92
 SHORT \$20,000, FOR THE BATES 9-1 & REIMANN 10-1 WELLS.

4. Highlights of Conversation: _____
 MR. MCCULLISS STATED THAT THEY WANT TO OPERATE THE WELLS IN UTAH UNDER THE NAME
 OF MCCULLISS RESOURCES COMPANY, HE IS PRESIDENT OF BOTH. AS FAR AS THE BOND
 AMOUNT, HE REFERRED ME TO BRUCE HERBRICK AT (303)571-4235. MR. HERBRICK HANDLES
 SOME OF HIS AFFAIRS, AND SHOULD HAVE SET UP EITHER A \$40,000 SURETY OR A BLANKET
 BOND IN THE AMOUNT OF \$80,000.
 8:48/DEPT. OF COMMERCE - NEITHER COMPANY IS REGISTERED AS OF YET.
 8:55/BRUCE HERBRICK - MSG LEFT WITH RECEPTIONIST.
 9:00/DARREL HADDEN - RETURNED HIS CALL, APPRISED HIM OF SITUATION. WILL NOTIFY
 HIM AS SOON AS ADDITIONAL BONDING IS RECEIVED.
 920417/11:45 - BRUCE HERBRICK ASKED ME TO MAIL A LETTER TO PAUL MCCULLISS.
 REQUESTING ADDITIONAL BONDING, ALONG WITH RULES & REGS.

ENTITY REVIEW

- 1. (Rule R615-8-7) Entity assignments have been reviewed for all wells listed above. Were entity changes made? (yes/no) no (If entity assignments were changed, attach copies of Form 6, Entity Action Form).
- 2. State Lands and the Tax Commission have been notified through normal procedures of entity changes.

BOND VERIFICATION (Fee wells only)

- 1. (Rule R615-3-1) The new operator of any fee lease well listed above has furnished a proper bond.
- 2. A copy of this form has been placed in the new and former operators' bond files.
- 3. The former operator has requested a release of liability from their bond (yes/no) no. Today's date 10/14/93 1993. If yes, division response was made by letter dated 10/14/93 1993.

LEASE INTEREST OWNER NOTIFICATION RESPONSIBILITY

- 1. (Rule R615-2-10) The former operator/lessee of any fee lease well listed above has been notified by letter dated 11/14/93 1993, of their responsibility to notify any person with an interest in such lease of the change of operator. Documentation of such notification has been requested.
- 2. Copies of documents have been sent to State Lands for changes involving State leases.

INDEXING

- 1. All attachments to this form have been microfilmed. Date: RWM April 15 19 93.

INDEXING

- 1. Copies of all attachments to this form have been filed in each well file.
- 2. The original of this form and the original attachments have been filed in the Operator Change file.

REMARKS

920312 Btm/5.7. Hadden & Harrison CA Operator (Referred McCulliss & Hadden & Harrison to Btm,
 920615 " " "
 920414 " " "
 921215 " " "
 930414 " " "
 971134-35 *oper. chgd per Admin. McCulliss has reported prod. since 6/93 to current.

STATE OF UTAH
DIVISION OF OIL, GAS AND MINING

5. Lease Designation and Serial Number:
17104282 U-38430

SUNDRY NOTICES AND REPORTS ON WELLS

6. If Indian, Alottee or Tribe Name:

Do not use this form for proposals to drill new wells, deepen existing wells, or to reenter plugged and abandoned wells.
Use APPLICATION FOR PERMIT TO DRILL OR DEEPEN form for such proposals.

7. Unit Agreement Name:

1. Type of Well: OIL GAS OTHER:

8. Well Name and Number:
Lansdale Fed. 1-11

2. Name of Operator:
McCulliss Resources Co. Inc.

9. API Well Number:
43-0473102400

3. Address and Telephone Number:
621 17th Street, Suite 2155, Denver, CO 80293 (303) 292-5458

10. Field and Pool, or Wildcat:

4. Location of Well

Footaged:

County: Uinta

QQ, Sec., T., R., M.: SW/NW, Sec. 11-T7S-R24E

State: Utah

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

NOTICE OF INTENT
(Submit in Duplicate)

- Abandonment
- Casing Repair
- Change of Plans
- Conversion to Injection
- Fracture Treat
- Multiple Completion
- Other _____
- New Construction
- Pull or Alter Casing
- Recompletion
- Shoot or Acidize
- Vent or Flare
- Water Shut-Off

Approximate date work will start _____

SUBSEQUENT REPORT
(Submit Original Form Only)

- Abandonment *
- Casing Repair
- Change of Plans
- Conversion to Injection
- Fracture Treat
- Other ANNUAL STATUS REPORT
- New Construction
- Pull or Alter Casing
- Shoot or Acidize
- Vent or Flare
- Water Shut-Off

Date of work completion _____

Report results of Multiple Completions and Recompletions to different reservoirs on WELL COMPLETION OR RECOMPLETION AND LOG form.

* Must be accompanied by a cement verification report.

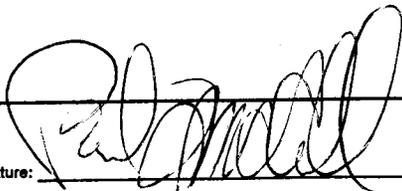
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS (Clearly state all pertinent details, and give pertinent dates. If well is directionally drilled, give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)

Waiting on recompletion.

RECEIVED

JAN 29 1993

DIVISION OF
OIL, GAS & MINING

13. Name & Signature:  Paul L. McCulliss Title: President Date: 01-26-93

(This space for State use only)

Bureau of Land Management
Branch of Fluid Minerals
P.O. Box 45155
Salt Lake City, Utah 84145-0155

March 8, 1994

McCulliss Resources Co., Inc.
Attn: Teri Pagliasotti
621 17th Street, Suite 2155
Denver, Colorado 80293

Re: Successor of Operator
Communitization Agreement (CA)
CR-164
Uintah County, Utah

*43047-31024 / Lindsdale Fed. 1-11
Sec. 11, T. 7S, R. 24E*

Gentlemen:

We received an indenture whereby Hadden & Harrison resigned as Operator and McCulliss Resources Co., Inc. was designated as Operator for CA CR-164, Uintah County, Utah.

This instrument is hereby approved effective as of March 8, 1994. In approving this designation, the Authorized Officer neither warrants nor certifies that the designated party has obtained all required approval that would entitle it to conduct operations under CA CR-164.

Your statewide (Utah) oil and gas bond No. 0896 will be used to cover CA operations.

Please advise all interested parties of the change in operator. Copies of the approved instruments are being distributed to the appropriate federal offices, with one copy returned herewith.

Sincerely,

/s/ Robert A. Henricks

Robert A. Henricks
Chief, Branch of Fluid Minerals

Enclosure

bcc: District Manager - Vernal (w/enclosure)
Division Oil, Gas, & Mining
File - CR-164 (w/enclosure)
MMS - Data Management Division
Agr. Sec. Chron
Fluid Chron

MAR 10 1994

U-922:TAThompson:tt:03-08-94

WELL STATUS REPORTS
UTAH STATE OFFICE

INSPECTION ITEM	API NO.	WELL NUMBER	QTQT	SEC	TWN	RNG	WELL STATUS	LEASE NAME	OPERATOR
** INSPECTION ITEM CR164 CR164	430473102400S1	1-11	SWSW	11	7S	24E	GSI	UTU38430	HADDEN + HARRISON

43-047-31024

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, deepen existing wells, or to reenter plugged and abandoned wells.
Use APPLICATION FOR PERMIT TO DRILL OR DEEPEN form for such proposals.

5. Lease Designation and Serial Number:

UTM 38430

6. If Indian, Allottee or Tribe Name:

7. Unit Agreement Name:

N/A

8. Well Name and Number:

Landsdale Federal

9. API Well Number:

1-11

10. Field and Pool, or Wildcat:

East Red Wash

1. Type of Well: OIL GAS OTHER:

2. Name of Operator:

McCulliss Resources Co., Inc.

3. Address and Telephone Number:

1225 17th Street, Suite 2210, Denver, CO 80202 (303) 292-5458

4. Location of Well

Footages: 760' FLW and 760' FSL

County: Uintah

QQ, Sec., T., R., M.: SW/4SW/4 of Section 11-T7S-R24E

State: Utah

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

NOTICE OF INTENT
(Submit in Duplicate)

- Abandonment
- Casing Repair
- Change of Plans
- Conversion to Injection
- Fracture Treat
- Multiple Completion
- Other _____
- New Construction
- Pull or Alter Casing
- Recompletion
- Shoot or Acidize
- Vent or Flare
- Water Shut-Off

Approximate date work will start _____

SUBSEQUENT REPORT
(Submit Original Form Only)

- Abandonment *
- Casing Repair
- Change of Plans
- Conversion to Injection
- Fracture Treat
- Other _____
- New Construction
- Pull or Alter Casing
- Shoot or Acidize
- Vent or Flare
- Water Shut-Off

Date of work completion _____

Report results of Multiple Completions and Recompletions to different reservoirs on WELL COMPLETION OR RECOMPLETION AND LOG form.

* Must be accompanied by a cement verification report.

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS (Clearly state all pertinent details, and give pertinent dates. If well is directionally drilled, give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)

Current Wellbore configuration;
CIBP at 4340' with 2 Sxs of cement on top
Perforations:

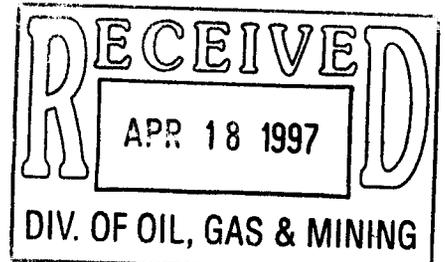
4176-4180	2 SPF
4187-4193	2 SPF
4245-4249	2 SPF

Operator proposes to P & A well as follows:
RIH with cement retainer to 4000'.

Pump 20 sx plug. POO retainer and leave 2 Sx on top of retainer. TOH pump
20 sx surface plug inside 5 1/2" casing.

Pump 35 sx plug between 8 5/8 surface and 5 1/2 casing.

Cut off 5 1/2 casing 3' below ground level. Weld on cap. Remove all equipment



13.

Name & Signature: Paul L. McCulliss Title: President Date: 4-14-97

(This space for State Use only)

Accepted by the
Utah Division of
Oil, Gas and Mining

FOR RECORD ONLY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0135
Expires November 30, 2000

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 reverse side

1. Type of Well
 Oil Well Gas Well Other

2. Name of Operator
 P&M Petroleum Management LLC (N1570)

3a. Address
 518 17th St. Denver, CO 80202

3b. Phone No. (include area code)
 303-260-7129

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)
 760' FSL, 760' FWL SWSW Sec 11, T7S, R24E

5. Lease Serial No.
 UTU 38430

6. If Indian, Allottee or Tribe Name

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

8. Well Name and No.
 Lansdale Federal 1-11

9. API Well No.
 43-047-31024

10. Field and Pool, or Exploratory Area

11. County or Parish, State
 Uintah County, Utah

12. CHECK 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 type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <u>Change of Operator</u>
	<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 recomplete 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 shall be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 shall be filed once testing has been completed. Final Abandonment Notices shall be filed only after all requirements, including reclamation, have been completed, and the operator has determined that the site is ready for final inspection.)

Be advised that P&M Petroleum Management LLC is considered to be the Operator of the Lansdale Federal 1-11 well and is responsible under the terms and conditions of the lease for the operations conducted upon the leased land. Bond coverage is provided by Bond No. - RLB 4521

ATTACHMENT

SEP 22 2003

RECEIVED

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

Name (Printed/Typed) Edward Neibauer	Title Managing Member	Date NOV 28 2003
Signature 	Date 9/2/03	DIV. OF OIL, GAS & MINING

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

RETURNED TO OPERATOR

Approved by	Title	Date NOV 28 2003
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		Office

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

Well: Lansdale Federal 1-11
SWSW, Sec. 11, T7S, R24E

Reason for Return

We have reviewed your Sundry Notice and return the request for the following reason:

This well is in Communitization Agreement (C.A.) CR-164. Therefore, P&M Petroleum Management LLC needs to submit a change in operator, in triplicate, for the C.A. to Teresa Thompson, Bureau of Land Management State Office, P O Box 45155, Salt Lake City, Utah 84145-0155, and receive approval to become the new operator.

If you have any questions concerning this matter, please contact Leslie Walker of this office at (435) 781-4497.

RECEIVED
NOV 28 2003
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL: OIL WELL GAS WELL OTHER _____

2. NAME OF OPERATOR: P&M Petroleum Management, LLC **41570**

3. ADDRESS OF OPERATOR: 518 17th St. #230 City Denver STATE CO ZIP 80202 PHONE NUMBER: 303-260-7129

6. LEASE DESIGNATION AND SERIAL NUMBER: **u-38430**

7. UNIT or CA AGREEMENT NAME: **CA-164**

8. WELL NAME and NUMBER: **Langdale Federal 1-11**

9. API NUMBER: **43-047-31024**

10. FIELD AND POOL, OR WILDCAT: **S.E. Redwash**

4. LOCATION OF WELL:
FOOTAGES AT SURFACE: **760' FSL, 760' FWL**

COUNTY: **Uintah**

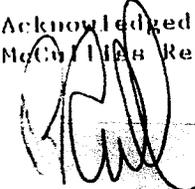
5. QUAD, SECTION, TOWNSHIP, RANGE, MERIDIAN: **SW SW sec 11 T7S R24E SL**

STATE: **UTAH**

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: Change of operator
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.
Effective 6/1/03 P&M Petroleum Management, LLC was appointed operator of this well and CA and agrees to be responsible under the terms and conditions of the lease for all oil and gas operations conducted on this lease. Bond coverage is provided by our bond # RLB 4521

Acknowledged by prior operator
McCulliss Resources Co., Inc. **46940**

Paul McCulliss, President Date **12/31/03**

NAME (PLEASE PRINT) **Jerry Cowley** TITLE **Managing Member**

SIGNATURE  DATE **12/18/03**

(This space for State use only)

RECEIVED
JAN 05 2004



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

IN REPLY REFER TO
3104
(UT-924)
BLM Bond No. UT-1005

SEP 19 2002

DECISION

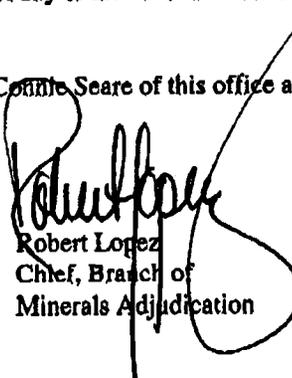
Principal:	:	
P&M Petroleum Management, LLC	:	Bond Amount: \$25,000
Attention: Jerry Calley, Controller	:	
518 17 th Street, Suite 230	:	Bond Type: Statewide Oil and Gas
Denver, CO 80202	:	
	:	Surety Bond No.: RLB 4521
Surety:	:	
RLI Insurance Company	:	BLM Bond No.: UT000002
Attention: Greg E. Chilson	:	
8 Greenway Plaza, Suite 400	:	
Houston, TX 77046	:	

Statewide Oil and Gas Replacement Surety Bond
and Assumption Rider Accepted:
Period of Liability Terminated

The bond described above was received in our office on June 5, 2002. The bond replaces Surety Bond No. 201G6987 which was previously issued to the same principal by The Travelers Indemnity Company. Together with the replacement bond, this office also received a rider assuming any and all liabilities which may be outstanding against the previous surety bond. Therefore, the period of liability under surety bond No. 201G6987 is hereby terminated effective September 12, 2002, the date the assumption rider was filed.

The replacement bond constitutes coverage of all operations conducted by the principal on all Federal leases in the State of Utah. It provides coverage of the principal where that principal has interest in, and/or responsibility for operations on, leases issued with the authority of any of the Acts cited on the bond form. Federal leases do not include Indian leases.

If you have any further questions, please contact Connie Seare of this office at (801) 539-4111.


Robert Lopez
Chief, Branch of
Minerals Adjudication

RECEIVED

JAN 16 2004

DIV OF OIL, GAS & MINING

RECEIVED SEP 23 2002



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155

IN REPLY REFER TO
UT-922

January 22, 2004

P & M Petroleum Management, LLC
Attn: Jerry Calley
518 17th Street, Suite 230
Denver, Colorado 80202

Re: Successor of Operator
Communitization Agreement (CA)
CR-164
Uintah County, Utah

Gentlemen:

See 11 75 24E 2LM

We received an indenture dated December 17, 2003, whereby McCulliss Resources Company resigned as Operator and P & M Petroleum Management, L.L.C. was designated as Operator for CA CR-164, Uintah County, Utah.

13-047-31024

This indenture was executed by all required parties. The instrument is hereby approved effective January 22, 2004. In approving this designation, the Authorized Officer neither warrants nor certifies that the designated party has obtained all required approval that would entitle it to conduct operations under CA CR-164.

Your Utah statewide oil and gas bond no. UTB000002 will be used to cover CA operations.

Please advise all interested parties of the change in operator. Copies of the approved instruments are being distributed to the appropriate federal offices, with one copy returned herewith.

Sincerely,

/s/ Terry Catlin

Terry Catlin
Acting Chief, Branch of Fluid Minerals

Enclosure

bcc: Field Manager - Vernal (w/enclosure)
Division Oil, Gas, & Mining
File - CR-164 (w/enclosure)
Agr. Sec. Chron
Fluid Chron

RECEIVED

JAN 28 2004

DIV. OF OIL, GAS & MINING

UT922:TATHOMPSON:tt:1/21/04

6. (R649-9-2)Waste Management Plan has been received on: _____

7. **Federal and Indian Lease Wells:** The BLM and or the BIA has approved the merger, name change, or operator change for all wells listed on Federal or Indian leases on: BLM 9/19/2002 BIA

8. **Federal and Indian Units:**

The BLM or BIA has approved the successor of unit operator for wells listed on: n/a

9. **Federal and Indian Communization Agreements ("CA"):**

The BLM or BIA has approved the operator for all wells listed within a CA on: 9/19/2002

10. **Underground Injection Control ("UIC")** The Division has approved UIC Form 5, **Transfer of Authority to Inject**, for the enhanced/secondary recovery unit/project for the water disposal well(s) listed on: N/A

DATA ENTRY:

1. Changes entered in the **Oil and Gas Database** on: 1/29/2004

2. Changes have been entered on the **Monthly Operator Change Spread Sheet** on: 1/29/2004

3. Bond information entered in RBDMS on: N/A

4. Fee wells attached to bond in RBDMS on: N/A

5. Injection Projects to new operator in RBDMS on: n/a

STATE WELL(S) BOND VERIFICATION:

1. State well(s) covered by Bond Number: n/a

FEDERAL WELL(S) BOND VERIFICATION:

1. Federal well(s) covered by Bond Number: RLB0004521

INDIAN WELL(S) BOND VERIFICATION:

1. Indian well(s) covered by Bond Number: n/a

FEE WELL(S) BOND VERIFICATION:

1. (R649-3-1) The **NEW** operator of any fee well(s) listed covered by Bond Number n/a

2. The **FORMER** operator has requested a release of liability from their bond on: N/A

The Division sent response by letter on: N/A

LEASE INTEREST OWNER NOTIFICATION:

3. (R649-2-10) The **FORMER** operator of the fee wells has been contacted and informed by a letter from the Division of their responsibility to notify all interest owners of this change on: N/A

COMMENTS:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER _____		5. LEASE DESIGNATION AND SERIAL NUMBER: U-38430
2. NAME OF OPERATOR: Questar Exploration & Production Company N5085		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
3. ADDRESS OF OPERATOR: 1050 17th Street Suite 500 CITY Denver STATE CO ZIP 80265		7. UNIT or CA AGREEMENT NAME: CA-164
4. LOCATION OF WELL FOOTAGES AT SURFACE: 760' FSL, 760' FWL		8. WELL NAME and NUMBER: Lansdale Federal 1-11
CTRQTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SW SW Sec 11 T7S R24E SL		9. API NUMBER: 43-047-31024
COUNTY: Uintah		10. FIELD AND POOL, OR WILDCAT: S.E. Redwash
STATE: UTAH		

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input checked="" type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER: _____
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.
Effective 5/1/04 Questar Exploration & Production Company was appointed operator of this well and CA and agrees to be responsible under the terms and conditions of the lease for all oil and gas operations conducted on this lease. Bond coverage is provided by our bond # 965-002-976 BLM Bond # ESB 000024

RECEIVED
JAN 31 2005

Acknowledged by prior operator
P&M Petroleum Management LLC N1570

DIV. OF OIL, GAS & MINING


Jerry Galley
Managing Member
1/12/05


Jay B. Neese
Vice President
1/26/05

NAME (PLEASE PRINT) _____ TITLE _____
SIGNATURE _____ DATE _____

(This space for State use only)

APPROVED 1/31/05
Earlene Russell
Division of Oil, Gas and Mining
Earlene Russell, Engineering Technician

7. **Federal and Indian Lease Wells:** The BLM and or the BIA has approved the merger, name change, or operator change for all wells listed on Federal or Indian leases on: BLM not yet BIA

8. **Federal and Indian Units:**
The BLM or BIA has approved the successor of unit operator for wells listed on: n/a

9. **Federal and Indian Communization Agreements ("CA"):**
The BLM or BIA has approved the operator for all wells listed within a CA on: n/a

10. **Underground Injection Control ("UIC")** The Division has approved UIC Form 5, **Transfer of Authority to Inject**, for the enhanced/secondary recovery unit/project for the water disposal well(s) listed on: n/a

DATA ENTRY:

- 1. Changes entered in the **Oil and Gas Database** on: 1/31/2005
- 2. Changes have been entered on the **Monthly Operator Change Spread Sheet** on: 1/31/2005
- 3. Bond information entered in RBDMS on: n/a
- 4. Fee/State wells attached to bond in RBDMS on: n/a
- 5. Injection Projects to new operator in RBDMS on: n/a
- 6. Receipt of Acceptance of Drilling Procedures for APD/New on: n/a

FEDERAL WELL(S) BOND VERIFICATION:

1. Federal well(s) covered by Bond Number: ESB000024

INDIAN WELL(S) BOND VERIFICATION:

1. Indian well(s) covered by Bond Number: n/a

FEE & STATE WELL(S) BOND VERIFICATION:

- 1. (R649-3-1) The **NEW** operator of any fee well(s) listed covered by Bond Number n/a
- 2. The **FORMER** operator has requested a release of liability from their bond on: n/a
The Division sent response by letter on: n/a

LEASE INTEREST OWNER NOTIFICATION:

3. (R649-2-10) The **FORMER** operator of the fee wells has been contacted and informed by a letter from the Division of their responsibility to notify all interest owners of this change on: n/a

COMMENTS:

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: U-38430
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Gas Well	8. WELL NAME and NUMBER: LANDSDALE FED 1-11
2. NAME OF OPERATOR: QUESTAR EXPLORATION & PRODUCTION CO	9. API NUMBER: 43047310240000
3. ADDRESS OF OPERATOR: 11002 East 17500 South , Vernal, UT, 84078	PHONE NUMBER: 435 781-4362 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0760 FSL 0760 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWSW Section: 11 Township: 07.0S Range: 24.0E Meridian: S	9. FIELD and POOL or WILDCAT: WALKER HOLLOW COUNTY: UINTAH STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 1/31/2010	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input checked="" type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: _____

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Questar Exploration and Production Company requests approval to plug and abandon this well as follows: 1. Set CICR @ 4100' 2. Stab into retainer and squeeze 45 sx cement, unstab and dump 15 sx on top of retainer 3. Fill hole with minimum 9 ppg fluid with 5 gallons corrosion inhibitor and biocide per 100 bbls fluid 4. Perforate production casing @ 2690', establish circulation 5. Set CICR @ 2590', pump 50 sx below and 15 sx on top of retainer 6. Perforate production casing @ 275', establish circulation 7. Pump approximately 90 sacks down production casing through perforations and up annulus until good cement at surface 8. Cut off wellhead, weld on plate Work will start after Questar receives BLM and internal approval and equipment is available. For technical questions please contact Lucius McGillivray Associate Petroleum Engineer @ 435-781-4319.

Accepted by the Utah Division of Oil, Gas and Mining

Date: August 06, 2009

By: *Don K. Duff*

NAME (PLEASE PRINT) Jan Nelson	PHONE NUMBER 435 781-4331	TITLE Permit Agent
SIGNATURE N/A	DATE 8/4/2009	

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: U-38430
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Gas Well	8. WELL NAME and NUMBER: LANDSDALE FED 1-11
2. NAME OF OPERATOR: QUESTAR EXPLORATION & PRODUCTION CO	9. API NUMBER: 43047310240000
3. ADDRESS OF OPERATOR: 11002 East 17500 South , Vernal, UT, 84078	PHONE NUMBER: 435 781-4362 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0760 FSL 0760 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWSW Section: 11 Township: 07.0S Range: 24.0E Meridian: S	9. FIELD and POOL or WILDCAT: WALKER HOLLOW COUNTY: UINTAH STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 3/4/2010	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input checked="" type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: _____

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Questar Exploration and Production Company reports the following work to plug and abandon has occurred on March 4, 2010 as follows: 1. Set CICR @ 4115', pump 45 sacks under and 15 sacks on top 2. Perforate @ 2690', good rate into perfs, perforate @ 275' 3. Pump a 50 sack plug at 2745', tagged 2371' 4. Pump 125 sacks down production casing through perfs and annulus until good cement at surface 5. Weld on plate GPS coordinates 40.218761 N 109.188092 W BLM representative on location: Donna Kenney

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY
 March 15, 2010

NAME (PLEASE PRINT) Jan Nelson	PHONE NUMBER 435 781-4331	TITLE Permit Agent
SIGNATURE N/A		DATE 3/15/2010

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: U-38430
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Gas Well	8. WELL NAME and NUMBER: LANDSDALE FED 1-11
2. NAME OF OPERATOR: QUESTAR EXPLORATION & PRODUCTION CO	9. API NUMBER: 43047310240000
3. ADDRESS OF OPERATOR: 11002 East 17500 South , Vernal, UT, 84078	PHONE NUMBER: 435 781-4362 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0760 FSL 0760 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWSW Section: 11 Township: 07.0S Range: 24.0E Meridian: S	9. FIELD and POOL or WILDCAT: WALKER HOLLOW COUNTY: UINTAH STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 3/4/2010	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input checked="" type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: _____

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Questar Exploration and Production Company reports the following work to plug and abandon has occurred on March 4, 2010 as follows: 1. Set CICR @ 4115', pump 45 sacks under and 15 sacks on top 2. Perforate @ 2690', good rate into perfs, perforate @ 275' 3. Pump a 50 sack plug at 2745', tagged 2371' 4. Pump 125 sacks down production casing through perfs and annulus until good cement at surface 5. Weld on plate GPS coordinates 40.218761 N 109.188092 W BLM representative on location: Donna Kenney

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY
 March 15, 2010

NAME (PLEASE PRINT) Jan Nelson	PHONE NUMBER 435 781-4331	TITLE Permit Agent
SIGNATURE N/A		DATE 3/15/2010

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED

JAN 12 2015

FORM APPROVED
OMB NO. 1004-0135
Expires: July 31, 2010

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.

BLM

SUBMIT IN TRIPLICATE - Other instructions on reverse side.

1. Type of Well <input type="checkbox"/> Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other		5. Lease Serial No. UTU38430
2. Name of Operator QEP ENERGY COMPANY		6. If Indian, Allottee or Tribe Name
3a. Address 11002 EAST 17500 SOUTH VERNAL, UT 84078		7. If Unit or CA/Agreement, Name and/or No.
3b. Phone No. (include area code) Ph: 435-781-4308		8. Well Name and No. LANSDALE 1-11
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 11 T7S R24E Mer SLB SWSW 760FSL 760FWL		9. API Well No. 43-047-31024
		10. Field and Pool, or Exploratory WALKER HOLLOW
		11. County or Parish, and State UINTAH COUNTY COUNTY, UT

12. CHECK 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 checked="" type="checkbox"/> Other Final Abandonment Notice
	<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 recomplete 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 shall be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 shall be filed once testing has been completed. Final Abandonment Notices shall be filed only after all requirements, including reclamation, have been completed, and the operator has determined that the site is ready for final inspection.)

THE BLM VFO RECLAMATION TEAM INSPECTED THIS LOCATION IN JULY 2014 AND FOUND THAT IT MEETS THE RECLAMATION GUIDELINES. QEP HEREBY REQUESTS APPROVAL OF THIS FINAL ABANDONMENT NOTICE (FAN).

RECEIVED

JUN 13 2015

DIV. OF OIL, GAS & MINING

VERNAL FIELD OFFICE
ENG. _____
GEOL. _____
E.S. <u>CY 3/31/16</u>
PET. _____
RECL. _____

see attached

Cancelled 5/12/16 by request of Stephanie Tomkinson

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

Electronic Submission #287661 verified by the BLM Well Information System For QEP ENERGY COMPANY, sent to the Vernal Committed to AFMSS for processing by JOHNETTA MAGEE on 01/16/2015 ()

Name (Printed/Typed) STEPHANIE TOMKINSON	Title SR. BIOLOGIST
Signature (Electronic Submission)	Date 01/12/2015

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

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

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

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

UDOGM