Form OGC-1a

SUBMIT IN [illegible]PLICATE*
(Other instructions on reverse side)

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

5. Lease Designation and Serial No.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

6. If Indian, Allottee or Tribe Name: Fee

1a. Type of Work
DRILL [X] DEEPEN [ ] PLUG BACK [ ]

7. Unit Agreement Name

b. Type of Well
Oil Well [X] Gas Well [XX] Other Single Zone [ ] Multiple Zone [ ]

8. Farm or Lease Name: Paiute Walker

2. Name of Operator: Paiute Oil & Mining Corporation

9. Well No.: 25-7

3. Address of Operator: 1901 Prospector Ave. P.O.Box 1329 Park City, Utah 84060

10. Field and Pool, or Wildcat: ~~Duchesne~~ ALTAMONT

4. Location of Well (Report location clearly and in accordance with any State requirements.*)
At surface: 2320' FNL 1330' FEL Sec. 25, T3S, R5W U.S.B & M. SWNE
At proposed prod. zone

11. Sec., T., R., M., or Blk. and Survey or Area: Sec. 25, T3S, R5W U.S.B&M.

14. Distance in miles and direction from nearest town or post office*: ± 1.5 Mi. North of Duchesne, Utah

12. County or Parrish: Duchesne 13. State: Utah

15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drlg. line, if any): 1330'

16. No. of acres in lease: 640

17. No. of acres assigned to this well: 160

18. Distance from proposed location* to nearest well, drilling, completed, or applied for, on this lease, ft.:

19. Proposed depth: 9800' Green River

20. Rotary or cable tools: Rotary

21. Elevations (Show whether DF, RT, GR, etc.): 5768.2 GR

22. Approx. date work will start*: 7/13/84

23. PROPOSED CASING AND CEMENTING PROGRAM

Size of Hole	Size of Casing	Weight per Foot	Setting Depth	Quantity of Cement
8 1/2	7	26 & 29	± 9800	750
	9 5/8	36#	2500	SURFACE

SEE ATTACHMENTS

1. 10 Point Drilling Plan
2. B.O.P
3. Survey Plat
4. Cut and Fill Sheet
5. Topo. Map 'A'
6. Topo. Map 'B'

APPROVED BY THE STATE OF UTAH DIVISION OF OIL, GAS, AND MINING
DATE: 7/16/84
BY: John R. Baza

RECEIVED
JUL 6 1984
DIV. 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: Donald J. Johnson Title: Vice President Date: 7-5-84

(This space for Federal or State office use)

Permit No. Approval Date

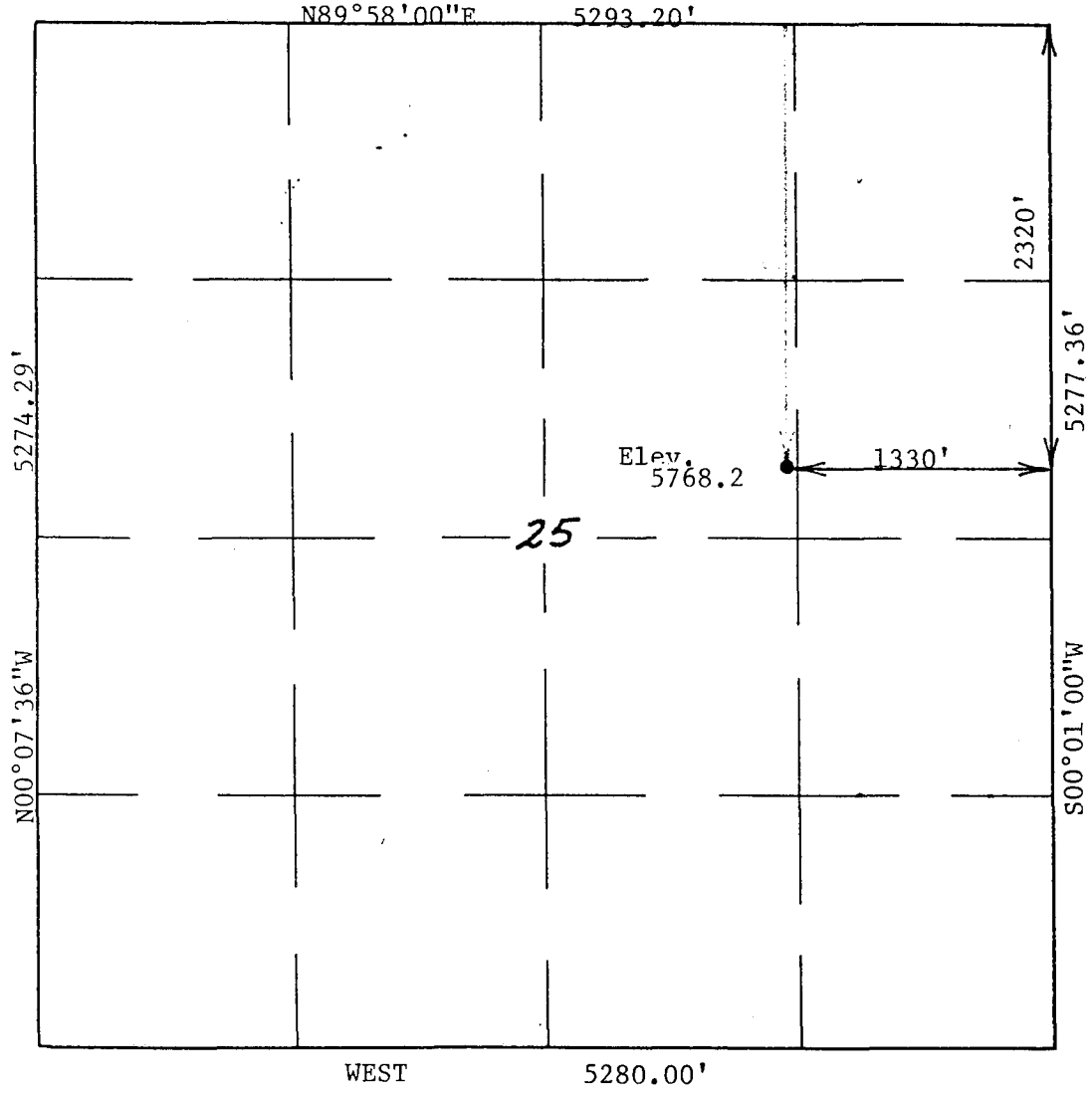
Approved by Title Date
Conditions of approval, if any:

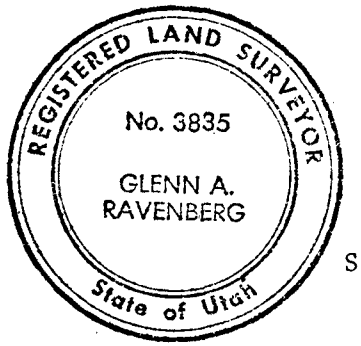
*See Instructions On Reverse Side

T 3 S, R 5 W, U. S. B. & M.

PAIUTE OIL & MINING CORP.

Well location, PAIUTE WALKER 25-7 located as shown in the SE1/4, SW1/4, NE1/4, Sec. 25, T3S, R5W, U.S.B.& M., Duchesne County, Utah.





SCALE 1"=1,000'

CERTIFICATE

This is to certify that the above plat was prepared by me or under my supervision, and that it is true and correct to the best of my knowledge and belief.

Glenn Ravenberg

GLENN RAVENBERG, Registered Surveyor

Certificate No. 3835 DATE 7-5-84
STATE of UTAH

INTERMOUNTAIN SURVEYING

Layton, Utah 84041 PH. 544-1170

ATTACHMENT FORM 9-331-C

1. Geological Name of Surface Formation

(A) Duchesne River Formation of Eocene Age

2. Tops of Important Geological Markers

(A) Uintah (Approx. 2000 Ft.)

(B) Green River (Approx. 4700 Ft.)

3. Estimated Depths of Anticipated Water, Oil or Gas

(A) Gas anticipated at 4700 Ft. in Green River Formation

4. Proposed Casing Program

±9,800 Ft. of 7" casing A.P.I. 26 & 29 Lbs. per Ft. All pipe to be purchased as new.

5. Specifications For Pressure Control Equipment

(A) 5 1/2 inch series 5000 Lbs. Double Hydraulic B.O.P. with Pipe Rams and Blind Rams.

(B) B.O.P. to be pressure tested before spudding and daily testing of closing units and rams while drilling

6. Proposed Circulating Medium

(A) Brine water is proposed to be used unless additional weight is needed to control pressures or heaving shale. In this event a chemical-gel fresh water mud will be used and Barite as needed to control pressure.

7. Auxiliary Equipment to be Used

(A) Upper Kelley Cock
(B) Float at Bit
(C) Floor T.I.W. Valve (stabbing valve) for drill pipe
(D) Gas Dectector Logging Unit

8. Testing, Logging, and Coring Program

(A) Drill Stem Test of Green River Formation

(B) Will run Gamma-Neutron, Caliper, and Density Logs (Density Log is Optional)

9. Anticipated Abnormal Pressures, Temperatures, or Hazards

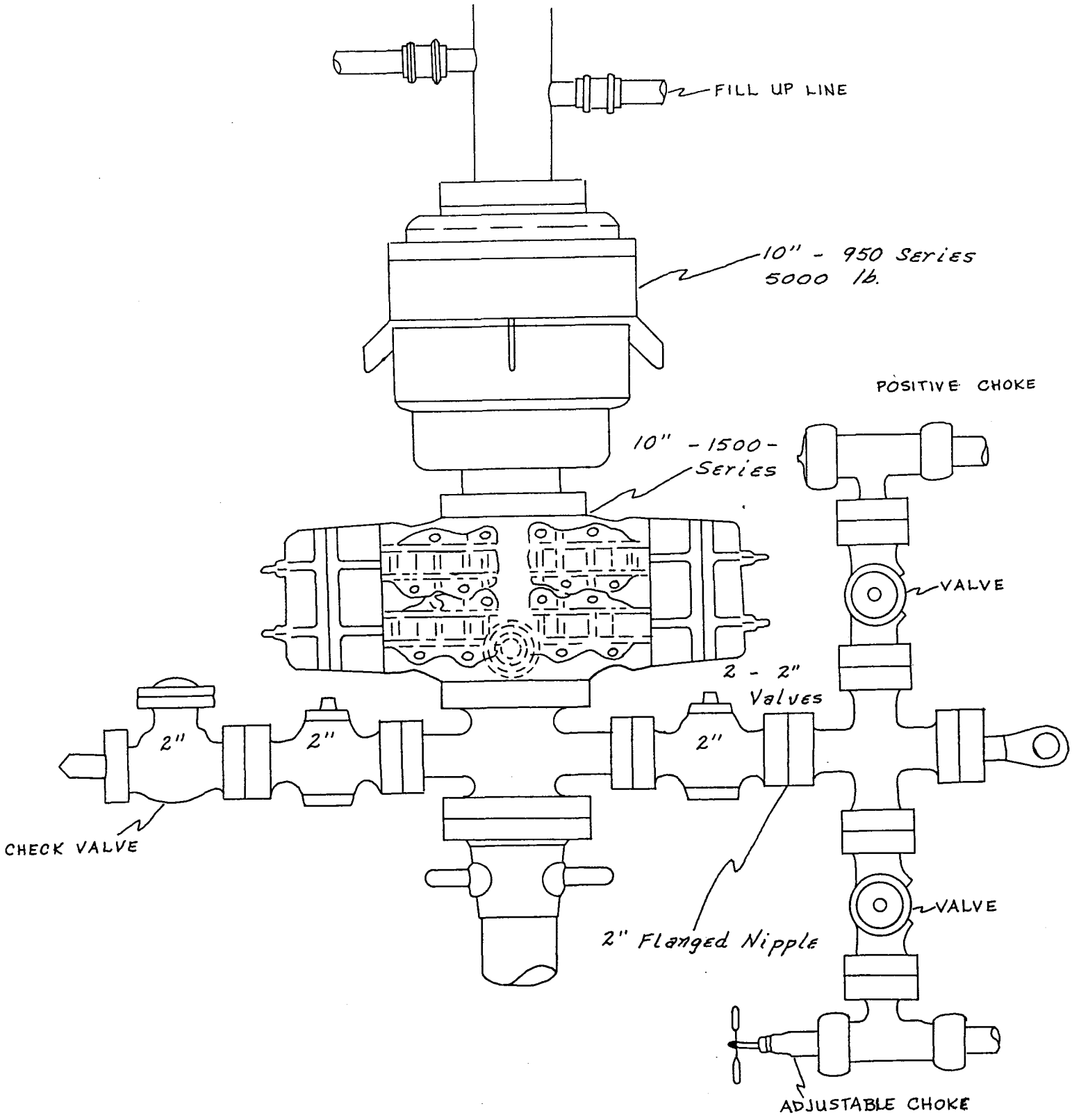
(A) No abnormal pressures expected

(B) No Hydrogen Sulfide Gas expected

10. Starting Date and Duration of Operations

(A) Anticipated starting date ASAP

(B) This well is anticipated to be drilled in approximately 30 days.



NOTE: BLOWOUT PREVENTER HAS DOUBLE RAMS; ONE BLIND AND ONE PIPE RAM.

OIL AND GAS LEASE

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AGREEMENT, Made and entered into this 3rd day of July, 19 81
by and between Irene Covey Gaddis, Stephen R. Gaddis, and John M. R. Covey, as Personal Representatives of the Estate of S. G. Covey, deceased, of P. O. Box 632, Salt Lake City, Utah 84101

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ----------Ten & More----------Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Duchesne State of Utah, described as follows, to wit:

Township 3 South, Range 5 West, USM
Section 24: The East 50 rods of the $W\frac{1}{2}E\frac{1}{2}$
Section 25: $W\frac{1}{2}NE\frac{1}{4}$

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise -180.00- acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) July 20, 1981 years from ~~date~~ and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises ~~one-eighth~~ of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then ~~one-eighth~~ of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~the date hereof~~ July 20, 1981, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Zion's First National Bank, One South Main Bank at Salt Lake City, Utah 84101 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ----------One Hundred Eighty & no/100----------Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent an-

In the event shut in gas royalties as defined herein become due and payable under the terms of this lease, the amount thereof shall be computed on the basis of $ 1.00 per acre.

Lessor acknowledges payment in full of all delay rentals to be paid under the terms and provisions of this lease, and in consideration thereof agrees that this lease shall continue in full force and effect for the term herein provided without the further payment of any delay rentals and that no conveyance or transfer of all or any part of Lessor's interest in the leased premises of anypart thereof shall entitle the grantee or transferee to the payment of any delay rentals hereunder.

Signed for Identification

Date: 7/3/81

X Stephen R Covey
Stephen R. ~~Gaddis~~ Covey, as Personal Representative of the Estate of S. G. Covey, deceased

X Irene Covey Gaddis
Irene Covey Gaddis, as Personal Representative

X John M R Covey
John M. R. Covey, as Personal Representative of

8-2246-23

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OIL AND GAS LEASE

AGREEMENT, Made and entered into this 3rd ~~5th~~ day of July, 19 81

by and between Irene Covey Gaddis, Stephen R. ~~Gaddis~~, and John M. R. Covey, as Personal Representatives of the Estate of S. G. Covey, deceased, of P. O. Box 632, Salt Lake City, Utah 84101

Party of the first part, hereinafter called lessor (whether one or more) and

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH. That the said lessor, for and in consideration of ----------Ten & More----------Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Duchesne State of Utah, described as follows, to wit:

Township 3 South, Range 5 West, USM
Section 24: The East 50 rods of the $W\frac{1}{2}E\frac{1}{2}$
Section 25: $W\frac{1}{2}NE\frac{1}{4}$

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise -180.00- acres, whether actually more or less.

It is agreed that this lease shall remain in force ~~for a term of ten~~ five (5) / July 20, 1987 years from ~~date~~, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

~~Lessee~~ covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises ~~one-eighth~~ of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then ~~one-eighth~~ of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~the date hereof~~ / July 20, 1981, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Zion's First National Bank, One South Main Bank at Salt Lake City, Utah 84101 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ----------

----------One Hundred Eighty & no/100----------Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like

niversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of year herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall be paid to lessor on pooled substances produced from any unit only in the proportion that lessor's acreage interest in the lands covered hereby and placed in the unit bears to the total acreage of all land in the unit.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. As assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

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Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal Courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby ~~warrants and agrees to defend the title to the lands herein described, and~~ agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

X Irene Covey Gaddis (SEAL)
Irene Covey Gaddis, as Personal Representative of the Estate of S. G. Covey, deceased (SEAL)

(SEAL)
X John M R Covey (SEAL)
John M. R. Covey, as Personal Representative of the Estate of S. G. Covey, deceased (SEAL)

(SEAL)
X Stephen R Covey (SEAL)
Stephen R. ~~Gaddis~~, as Personal Representative of the Estate of S. G. Covey, deceased

(SEAL)
ID# 87-6185708 (SEAL)

COLLEEN HILL
Commission Expires
June 9, 1994
STATE OF UTAH

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Utah
COUNTY OF Salt Lake } SS:

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of October, 19 81, personally appeared Irene Covey Gaddis, Stephen R. ~~Gaddis~~, and John M. and R. Covey, as Personal Representatives of the Estate of S. G. Covey, deceased, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknolwedged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 9, 1994

Colleen Hill
Notary Public

Oil, and Gas Lease

Dated _____, 19__

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

No. of acres ____ County ____ Term ____

STATE OF Utah
COUNTY OF Duchesne } SS.

This instrument was filed for record on the 27 day of Oct, 19 81, at 3:24 o'clock P.M., and duly recorded in Book 165 M.R. Page 182-184 of the records of this office.

Marjorie W Besnilch
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded
Return to Gulf Oil Corporation

FROM
Prod. Rel.
Rec'd
Prod. Rel.

ABSTRACT
Pay
Lease
TO Asst -

ENTRY NO. 21[illegible] DATE 10-5-81 TIME 1:30 PM BOOK 165 M.R. PAGE 183-5
FEE $ 9.00 Re- RECORDED AT REQUEST OF Gulf Oil Corporation
Marjorie W Besnilch DUCHESNE COUNTY RECORDER

STATE OF _____
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of March, 19 82

by and between First Interstate Bank of Utah, as Trustee of the Thomas E. Jeremy Family Trust
175 South Main
Salt Lake City, Utah 84111 Party of the first part, hereinafter called lessor (whether one or more) and

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ---------- Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Duchesne, State of Utah, described as follows, to wit:

Township 3 South, Range 5 West, U.S.M.
Section 13: E½SE¼
Section 24: East 50 rods of W½E½
Section 25: W½NE¼

Descrip 5-23-88 BK 727 Pg. 1-852

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise -260.00- acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises ~~one eighth~~ one-sixth (1/6) of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then ~~one eighth~~ one-sixth (1/6) of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Interstate Bank of Utah 175 South Main Bank at Salt Lake City, Utah 84111 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ---------- Two Hundred Sixty and no/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein

In the event shut in gas royalties as defined herein become due and payable under the terms of this lease, the amount thereof shall be computed on the basis of $ 1.00 per acre.

Lessor acknowledges payment in full of all delay rentals to be paid under the terms and provisions of this lease, and in consideration thereof agrees that this lease shall continue in full force and effect for the term herein provided without the further payment of any delay rentals and that no conveyance or transfer of all or any part of Lessor's interest in the leased premises or any part thereof shall entitle the grantee or transferee to the payment of any delay rentals hereunder.

Signed for Identification
First Interstate Bank of Utah, as Trustee
of the Thomas E. Jeremy Family Trust

X Lou Gerbig
Lou Gerbig, Trust Officer

8 22461 27

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of March, 19 82

by and between First Interstate Bank of Utah, as Trustee of the Thomas E. Jeremy Family Trust
175 South Main
Salt Lake City, Utah 84111 Party of the first part, hereinafter called lessor (whether one or more) and

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ---------- Ten and More ---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Duchesne, State of Utah, described as follows, to wit:

Township 3 South, Range 5 West, U.S.M.
Section 13: E½SE¼
Section 24: East 50 rods of W½E½
Section 25: W½NE¼

This lease covers all of the land described above including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise -260.00- acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises ~~one eighth~~ one-sixth (1/6) of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then ~~one eighth~~ one-sixth (1/6) of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Interstate Bank of Utah 175 South Main ~~Bank~~ at Salt Lake City, Utah 84111 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ---------- Two Hundred Sixty and no/100 ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well nad been completed within the term of year herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion ~~but~~ only in the proportion, that lessor's acreage interest in the l[illegible]overed here[illegible]d placed in the unit bears to the total acreage of al[illegible] in the unit

If the estate of either party hereto is assignable and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. As assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal Courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the the lessor, or by placing a release of record in the proper county.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor ~~hereby warrants and agrees to defend the title to said lands, and covenants that lessee shall~~ agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

First Interstate Bank of Utah, as Trustee of the Thomas E. Jeremy Family Trust (SEAL)

_____ (SEAL)

X Lou Gerbig (SEAL)
Lou Gerbig, Trust Officer

_____ (SEAL)

STATE OF Utah }
COUNTY OF Salt Lake } SS:

Arizona, Colorado, Idaho, Montana
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of March, 19 82, personally appeared First Interstate Bank of Utah, N.A. by Lou Gerbig, Trust Officer, as Trustee of the Thomas E. Jeremy Family Trust to me known to be the identical person she described in and who executed the within and foregoing instrument of writing and acknolwedged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 8-24-84

Notary Public

Oil, and Gas Lease
224920

FROM

Recorders Memorandum
Grantor
Grantee
Index
ABSTRACT
Lins
Book
Page
TO
Recorded
Public Road

Dated _____, 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

STATE OF Utah }
COUNTY OF Washington } SS.

This instrument was filed for record on the 22 day of June, 19 82, at 12:40 o'clock P.M., and duly recorded in Book 173 M2, Page 417-418 of the records of this office.

Marjorie W. Bushman
County Clerk — Register of Deeds.

By _____ Deputy

When Recorded Return to

STATE OF _____ }
COUNTY OF _____ } SS.

Colorado, Montana, Nebraska
North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires _____

_____
Notary Public

218
241
6/1/87

ENTRY NO. 260412 DATE 6-1-87 TIME 11:39 BOOK 218 PAGE 241-247
FEE $ 12.00 RECORDED AT REQUEST OF Gavilan Operating, Inc.
Lucille Mathews DUCHESNE COUNTY RECORDER
DEPUTY

GENERAL ASSIGNMENT

This General Assignment (this "Assignment") dated to be effective for all purposes as of March 2, 1987 at 7:00 a.m. local time (the "Effective Date") is from THE WALKER ENERGY GROUP, a New York partnership, WALKER EXPLORATION, INC., a Nevada corporation, WALKER ENERGY, INC., a Nevada corporation, WALKER DRILLING PROGRAM 1983-B, LTD., a Nevada Limited Partnership, WALKER DRILLING PROGRAM 1983-C, LTD., a Nevada limited partnership, and WALKER ENERGY OPERATING LTD., a Texas limited partnership, each having an address at 260 North Belt, Houston, Texas 77060 (collectively, "Assignor"), to GAVILAN OPERATING, INC., a Utah corporation, P. O. Box 6107, Salt Lake City, Utah 84106 ("Assignee").

R E C I T A L S

A. Pursuant to the Amended Earnest Money and Purchase and Sale Agreement (the "Agreement") dated as of February 18, 1987, by and between Walker Energy Group ("Walker") and Assignee, Walker granted Assignee an option, which Assignee has elected to exercise, to purchase certain oil and gas assets and certain claims and causes of action of Assignor (collectively, the "Assets"), as more particularly described in the Agreement.

B. By separate Assignment, Bill of Sale, Deed and Conveyance and Assignment of Mortgage, Security Agreement, Assignment of Rights to Production and Financing Statement (collectively, the "Specific Assignments") of even date herewith, Assignor has conveyed certain specific oil and gas assets to Assignee.

C. In order to complete the conveyance of the remaining Assets to Assignee, Assignor now desires to execute and deliver this Assignment to Assignee.

Assignment

FOR TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys, sells, assigns and quitclaims to Assignee all of Assignor's right, title and interest in, to and under the following (all of which are herein called the "Assets"):

a. All right, title and interest of Assignor in and to the Roosevelt Federal Oil and Gas Unit located in Duchesne and Uintah Counties, Utah; the East Gusher prospect comprised of Section 2, Township 6 South, Range 20 East, S.L.M., in Uintah County, Utah; and the North Duchesne prospect comprised of Sections 1, 12, 13 and 25, Township 3 South, Range 5 West, U.S.M. in Duchesne County, Utah, together with all of Walker's right, title and interest in and to all leases, licenses, permits, farmout agreements, options and other agreements pertaining thereto, and identical undivided interests in and to all personal property, equipment, fixtures and improvements relating to oil or gas operations and located thereon; to the extent not otherwise conveyed by the Specific Assignments.

b. All right, title and interest of Assignor, to the extent the same are transferrable, in, to and under the agreements and contracts relating to or associated with the Interests assigned to Assignee above or under the Specific Assignments, with full substitution and subrogation of Assignee, including without limitation the agreements described on Exhibit A attached hereto and incorporated herein;

c. All rights, claims and causes of action (whether yet accrued or asserted) which Assignor now has or may hereafter acquire against the bankruptcy estate of Paiute Oil and Mining Corporation, a Utah corporation (the "Estate"), or its successors, assigns, or any other person or entity claiming an interest in the Estate, in the bankruptcy proceedings under Chapters 7 and 11 of the United States Bankruptcy Code in Case No. 84C-02620 before the United States Bankruptcy Court for the District of Utah, Central Division, as set forth in Walker's Proof of Claim dated February 28, 1985, as the same has been and may hereafter be amended and supplemented (the "Administrative Claim"), excepting and reserving to Walker any receivables attributable to production of hydrocarbons, prior to the Effective Date, from or attributable to the Interests subject to the Specific Assignments;

d. Any collateral, guaranty or other security that Assignor has or may acquire to secure or assure payment of its claims against the Estate; and

e. All other rights, claims and causes of action (whether known or unknown) that Assignor has or may acquire against the Estate, or any other person (whether or not known to the Bank), for payment of the Administrative Claim, or in connection with Assignor's business dealings with

the Estate or its predecessors in interest, or arising out of the facts giving rise to Assignor's claims against the Estate.

TO HAVE AND TO HOLD the Assets unto Assignee and its assigns forever.

1. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Interests are conveyed to Assignee without covenant or warranty of any kind, express or implied. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

2. Assignor also expressly grants and transfers to Assignee, its successors and assigns, with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets against Assignor's predecessors in title to the Assets.

3. By accepting delivery of this Assignment, Assignee hereby assumes and agrees to pay, perform and discharge all obligations relating to lease rentals, royalties, taxes and other such items, if any, attributable to the Assets accruing after the Effective Date.

4. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. This Assignment is not, nor shall it be construed to be, a novation or payment of or under Assignor's rights, claims, benefits, defenses and causes of action arising from or related to the Estate.

6. This Assignment is made subject to the terms and conditions of the Agreement and it is the express intent of the parties that their respective obligations under the Agreement shall survive the execution and delivery of this Assignment and the Specific Assignments and shall not be deemed to

have been extinguished thereby, whether by merger of contract or otherwise.

7. Assignor shall execute such other and further documents as Assignee may reasonably request to fully effectuate the intended purposes of this Assignment and the Agreement.

EXECUTED on March 2, 1987, to be effective for all purposes as of the Effective Date.

WALKER ENERGY GROUP, a New York partnership

By: WALKER ENERGY, INC., a Nevada corporation, general partner

By: _____
Robert Vickery
Executive Vice President

WALKER EXPLORATION, INC., a Nevada corporation

By: _____
Robert Vickery
Executive Vice President

WALKER ENERGY, INC., a Nevada corporation

By: _____
Robert Vickery
Executive Vice President

WALKER DRILLING PROGRAM 1983-B, LTD., a Nevada limited partnership

By: WALKER ENERGY, INC., a Nevada corporation, general partner

By: _____
Robert Vickery
Executive Vice President

WALKER DRILLING PROGRAM 1983-C, LTD., a Nevada limited partnership

By: WALKER ENERGY, INC., a Nevada corporation, general partner

By: _____
Robert Vickery
Executive Vice President

WALKER ENERGY OPERATING LTD., a Texas limited partnership

By: LeCLARE MANAGEMENT, INC., a Texas corporation, general partner

By: _____
Robert Vickery
Executive Vice President

EXHIBIT "A"

TO GENERAL ASSIGNMENT
DATED MARCH 2, 1987

List of Agreements

A. Roosevelt Unit

1. Roosevelt Unit Purchase Agreement by and between Walker and Paiute Oil and Mining Corporation dated September 23, 1983

2. Gusher Agreement by and between Walker and Paiute Oil and Mining Corporation dated December 20, 1983

3. Turnkey Letter Agreement by and between Walker and Paiute Oil and Mining Corporation dated October 4, 1983

4. Operating Agreement by and between Walker, Rio Bravo and Paiute Oil and Mining Corporation dated February 7, 1985

5. Segregation Agreement by and between Rio Bravo, Walker and Paiute Oil and Mining Corporation dated March 1, 1984

B. North Duchesne

1. Gusher Agreement by and between Walker and Paiute Oil and Mining Corporation dated December 20, 1983

2. Operating Agreement by and between Walker and Paiute Oil and Mining Corporation dated December 14, 1984

3. Gas Purchase Agreement by and between Walker, paiute Oil and Mining Corporation and Koch

4. Farmout Agreement by and between Gulf Oil Exploration and Paiute Oil and Mining Corporation dated April 11, 1984 (as amended)

C. East Gusher

1. Gusher Agreement by and between Walker and Paiute Oil and Mining Corporation dated December 20, 1983

2. Operating Agreement by and between Walker and Paiute Oil and Mining Corporation dated December 14, 1983

3. Farmout Agreement by and between Gulf Oil Exploration and Paiute Oil and Mining Corporation dated December 1, 1983

D. Miscellaneous Agreements

1. Letter Agreement concerning expenditures by Walker on Paiute's behalf, dated September 4, 1984, as amended September 4, 1984 as amended October 1, 1984

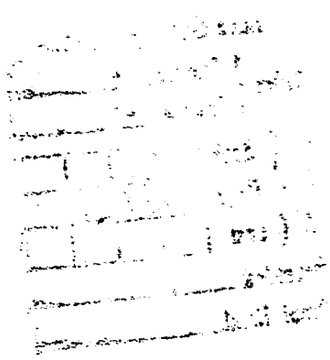
2. Agreement setting up escrow account, by and between Walker and Paiute Oil and Mining Corporation dated August 10, 1984

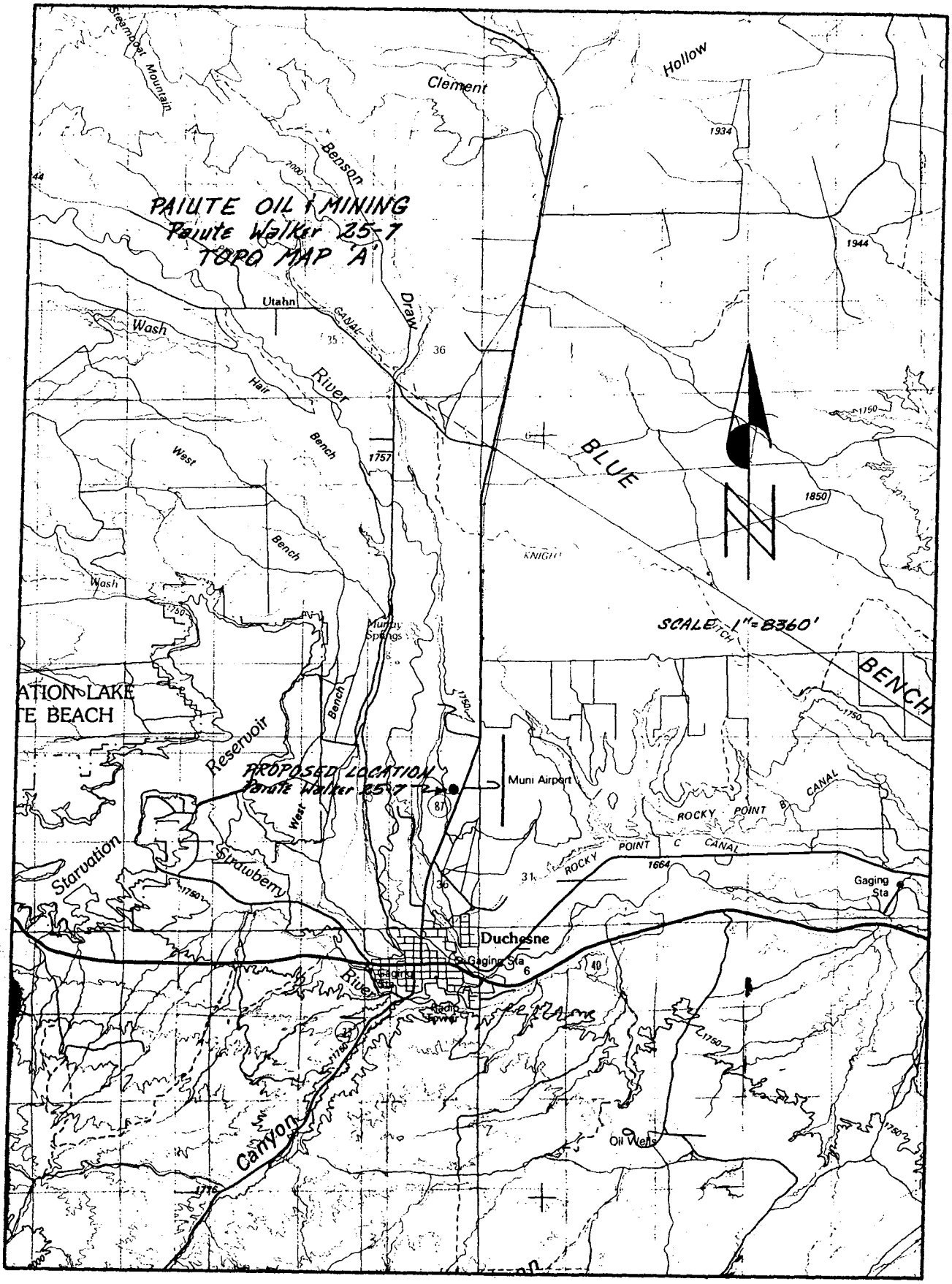
3. Agreement concerning operations, by and between Walker and Paiute Oil and Mining Corporation dated August 29, 1984

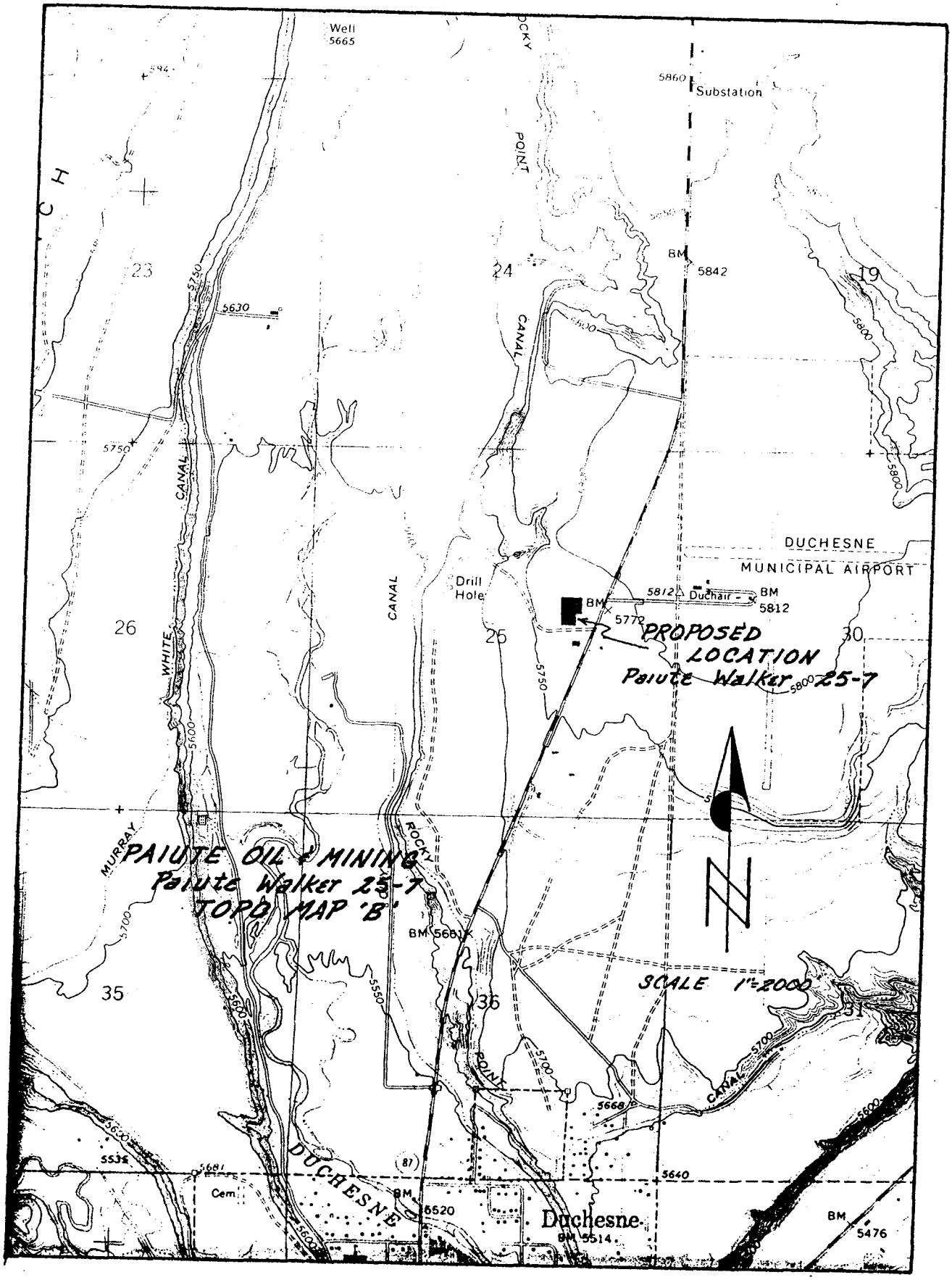
4. Letter Agreement by and between Walker and Stan Knight (Stanco Insulation) dated September 24, 1984

5. Letter Agreement by and between Walker and John E. Fawcett dated June 14, 1984

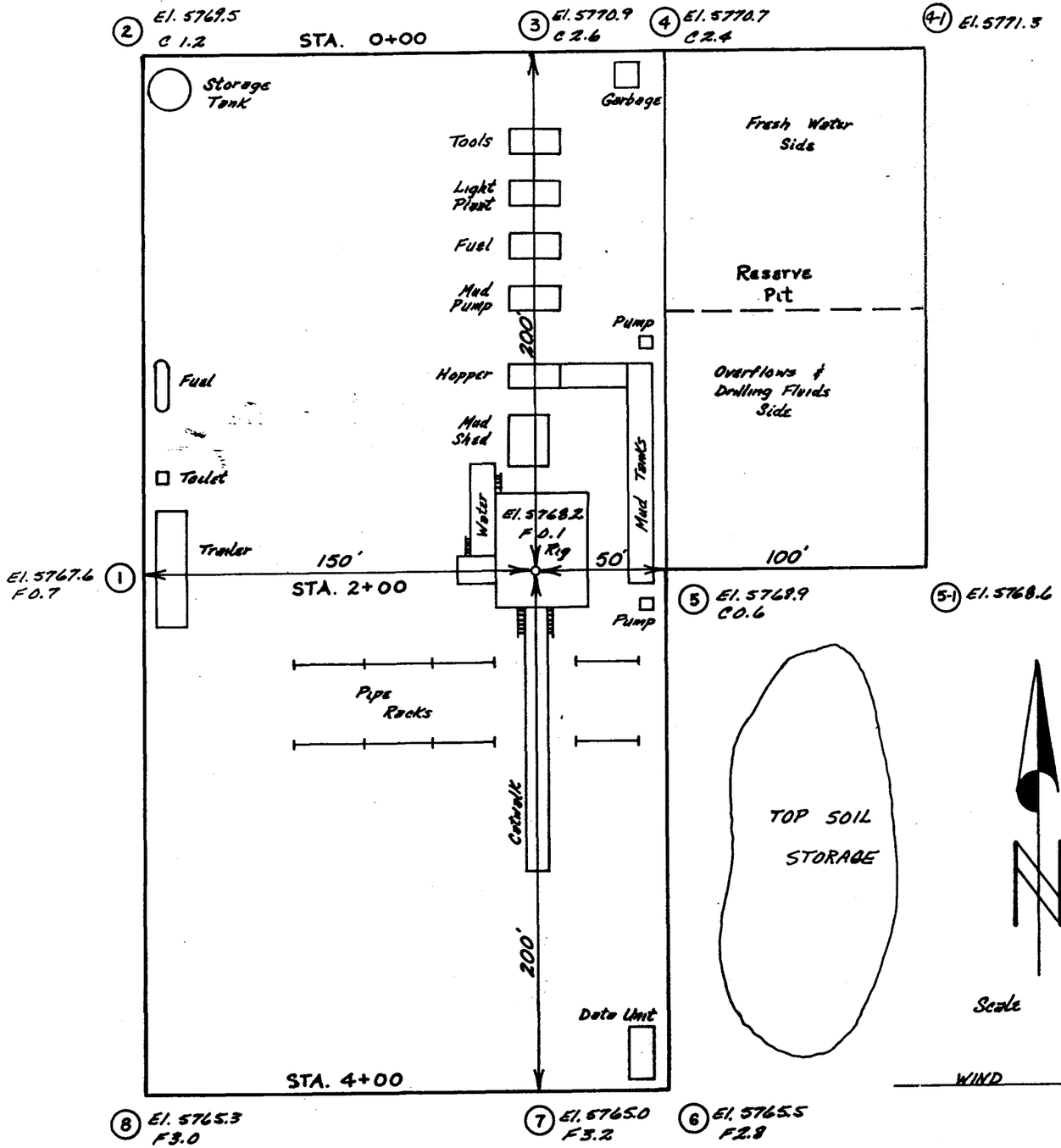
AP3/dkdd

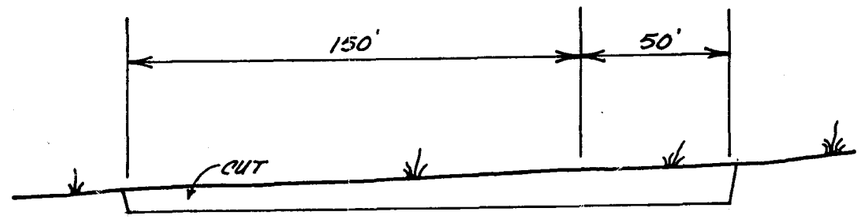



PAIUTE OIL & MINING
Paiute Walker 25-7
TOPO MAP 'A'
PROPOSED LOCATION
Paiute Walker 25-7
SCALE 1" = 8360'
Steamboat Mountain
Clement
Hollow
Benson
Utahn
CANAL
Draw
Wash
Hair
River
West
Bench
BLUE
BENCH
Muni Airport
Reservoir
ROCKY POINT B CANAL
ROCKY POINT C CANAL
Starvation
Strawberry
Duchesne
Gaging Sta
Canyon
Oil Wells
1934
1944
1850
1757
1664

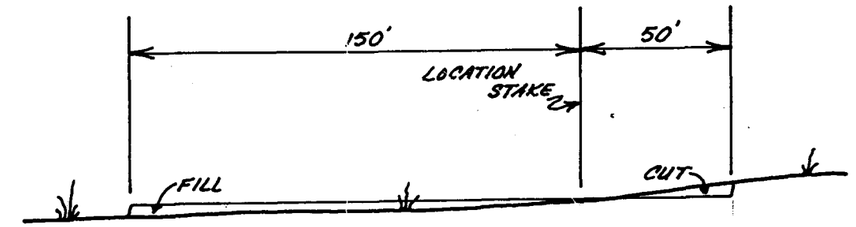

PROPOSED
LOCATION
Paiute Walker 25-7
PAIUTE OIL & MINING
Paiute Walker 25-7
TOPO MAP 'B'
SCALE 1"=2000'
DUCHESNE
MUNICIPAL AIRPORT
Substation
Well
5665
Drill
Hole
BM
5842
BM
5812
BM
5772
BM
5681
BM
6520
BM
5514
BM
5476
Duchesne
Cem.
WHITE
CANAL
ROCKY
POINT
CANAL
MURRAY
DUCHESNE
23
24
19
26
25
30
35
36
31

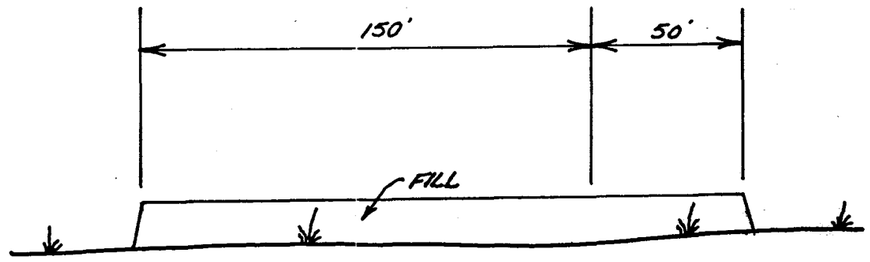
PAIUTE OIL & MINING CORP.
PAIUTE-WALKER 25-7





STA. 0+00





APPROX. YARDAGES

CUT 2,588 Cu. Yds.
FILL 2,532 Cu. Yds.

SECTION 25

Duchesne Co.
Records Office

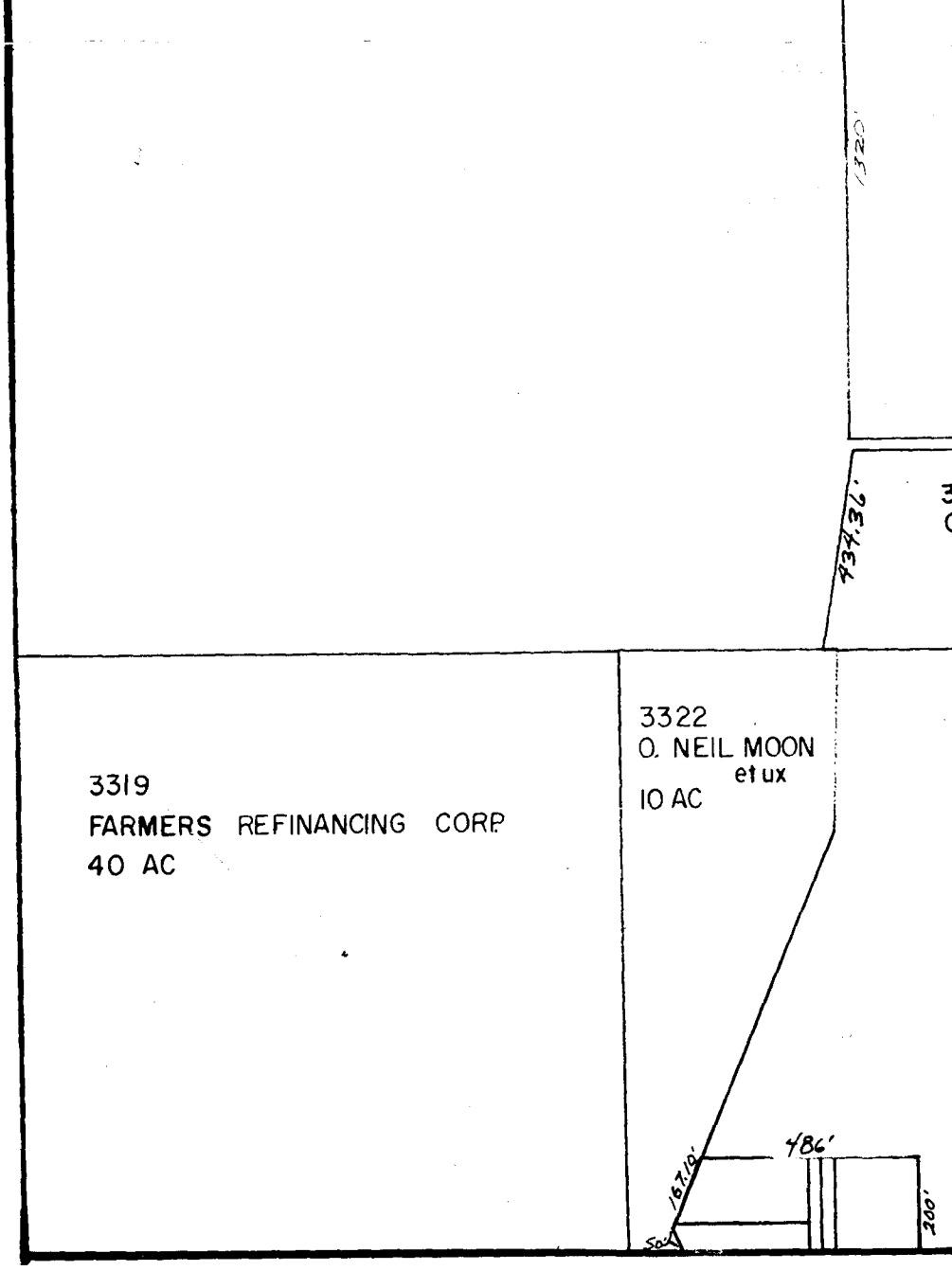
Check County Records for Surface Owner.

Bob Jewett 466-8960
GULF OIL

COUNTY FEE
#1 PA?
Chuck Heard

3321
WRIGHT RANCH CO.
198.40 AC.

3318-1
BRINKERHOFF SIGNAL INC.
.30 AC.



T. 3S., R. 5W., U.S.B.&M.

3310
WRIGHT RANCH CO.
120 AC
457E 300S.
SLC 84111

10'

264'

528'

3320
C. E. CARMAN
151.24 AC.
BOX 540
DUCHESNE 84021
276 E. MAIN
738-5716

PAIUTE OIL & MINING CORP.
PAIUTE WALKER #25-7

87

3317
LA SAL OIL CO. INC.
0.842 Ac.

3320-4
N. J. TRUCKING CO.
BOX 525, DUCHESNE 84021
4.25 AC.
N. Hwy 87 738-5787

HIGHWAY

3317-1
RICHARD J. BROUGH
BILL WARDLE
3.98 Ac.

460.97'

69.32

440'

3311
WAYNE H. BAER
10 AC

3318
RESOURCE RECOVERY
9.95

3315
JERRY SCHOOLEY
11.06 Ac.

3316
ROBERT P. CAMP
5 AC.

3318-1

STATE

792'
321-1
E. CARMAN
.1 ac.
329'
960'

3320-3
BRINKERHOFF DRILLING CO. INC.
11.03 AC.

3313
ORVEN J. MOON
ALTON N. MOON
40 AC

640 ACRES

3320-2
DAVID PAUL REINHARDT etux
9 AC.

D-583
DUCHESNE CITY

SCALE: 1" = 400'

OPERATOR Paiute Oil & Mining Corp. DATE 7-6-84

WELL NAME Paiute Walker #25-7

SEC SWNE 25 T 35 R 5W COUNTY Duchesne

43-013-30972
API NUMBER

Fee
TYPE OF LEASE

POSTING CHECK OFF:

☐ INDEX	☐ HL	☐
☐ NID	☐ PI	☐
☐ MAP	☐	☐

PROCESSING COMMENTS:
No other wells in Sec. 25
Need water permit

APPROVAL LETTER:

SPACING: ☐ A-3 _____ UNIT ☑ c-3-a 139-8 9/20/72 CAUSE NO. & DATE

☐ c-3-b ☐ c-3-c

SPECIAL LANGUAGE:
1- Water

- [x] RECONCILE WELL NAME AND LOCATION ON APD AGAINST SAME DATA ON PLAT MAP.
- [x] AUTHENTICATE LEASE AND OPERATOR INFORMATION
- [x] VERIFY ADEQUATE AND PROPER BONDING
- [x] AUTHENTICATE IF SITE IS IN A NAMED FIELD, ETC.
- [ ] APPLY SPACING CONSIDERATION
  - [x] ORDER 139-8
  - [ ] UNIT _____
  - [ ] c-3-b
  - [ ] c-3-c
- [x] CHECK DISTANCE TO NEAREST WELL.
- [ ] CHECK OUTSTANDING OR OVERDUE REPORTS FOR OPERATOR'S OTHER WELLS.
- [x] IF POTASH DESIGNATED AREA, SPECIAL LANGUAGE ON APPROVAL LETTER
- [x] IF IN OIL SHALE DESIGNATED AREA, SPECIAL APPROVAL LANGUAGE.

July 6, 1984

Palute Oil & Mining Corportion
P. O. Box 1329
Park City, Utah 84060

RE: Well No. Palute Walker #25-7
SWNE Sec. 25, T. 3S, R. 5W
2320' FNL, 1330' FEL
Duchesne County, Utah

Gentlemen:

Approval to drill the above referenced oil/gas well is hereby granted in accordance with Order of Cause No. 139-8 dated September 20, 1972 subject to the following stipulations:

1. Prior to commencement of drilling, receipt by the Division of evidence providing assurance of an adequate and approved supply of water.

In addition, the following actions are necessary to fully comply with this approval:

1. Spudding notification to the Division within 24 hours after drilling operations commence.

2. Submittal to the Division of completed Form OGC-8-X, Report of Water Encountered During Drilling.

3. Prompt notification to the Division should you determine that it is necessary to plug and abandon this well. Notify John R. Baza, Petroleum Engineer, (Office) (801) 533-5771, (Home) 298-7695 or R. J. Firth, Associate Director, (Home) 571-6068.

4. Compliance with the requirements and regulations of Rule C-27, Associated Gas Flaring, General Rules and Regulations, Oil and Gas Conservation.

5. This approval shall expire one (1) year after date of issuance unless substantial and continuous operation is underway or an application for an extension is made prior to the approval expiration date.

The API number assigned to this well is 43-013-30972.

Sincerely,

R. J. Firth
Associate Director, Oil & Gas

RJF/as

cc: Branch of Fluid Minerals

Enclosures

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

NAME OF COMPANY: PAIUTE OIL COMPANY

WELL NAME: PAIUTE-WALKER #25-7

SECTION SWNE 25 TOWNSHIP 3S RANGE 5W COUNTY Duchesne

DRILLING CONTRACTOR P & P Well Service

RIG #

SPUDDED: DATE 7-13-84

TIME 4:00 PM

HOW Dry Hole Digger

DRILLING WILL COMMENCE

REPORTED BY Don Johnson

TELEPHONE # (801) 649-8212

DATE 7-16-84 SIGNED JRB

Form OGC-1b

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

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

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 "APPLICATION FOR PERMIT—" for such proposals.)

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

1. OIL WELL [X] GAS WELL [ ] OTHER

8. FARM OR LEASE NAME: Paiute/Walker

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

9. WELL NO.: 25-7

3. ADDRESS OF OPERATOR: P. O. Box 1329, Park City, Utah 84060

10. FIELD AND POOL, OR WILDCAT: Duchesne

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: 2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W. Duchesne County, Utah

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

12. COUNTY OR PARISH: Duchesne

13. STATE: Ut.

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)			[ ]	(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

7-13-84 Spud well @ 4:00 P.M.

7-31-84 Rig shut down for repairs

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

SIGNED Donald J. Johnson (Donald J. Johnson) TITLE Vice Pres., Oil & Gas Operations DATE 7-31-84

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

RECEIVED

SEP 21 1984

DIVISION OF OIL GAS & MINING

NOTICE OF SPUD

Company: PAIUTE OIL & MINING

Caller: _____

Phone: _____

Well Number: North Duchesne 25-7

Location: SW 1/4 NE 1/4 SEC 25 T 3S R 5W

County: Duchesne State: UTAH

Lease Number: _____

API 43-013-30972

Lease Expiration Date: _____

Unit Name (If Applicable): North Duchesne

Date & Time Spudded: July 13 84 4:00 PM

Dry Hole Spudder/Rotary: ROTARY

Details of Spud (Hole, Casing, Cement, etc.)

20"	40 LB	80'	36"	@ conductor surface
9 5/8	36 LB	2000	13 3/4	surface

Rotary Rig Name & Number: P&P Rig 58

Approximate Date Rotary Moves In: Sep 15, 84

FOLLOW WITH SUNDRY NOTICE

Call Received By: _____

Date: _____

Form OGC-1b

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

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

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 "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR: P. O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: 2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W. Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

12. COUNTY OR PARISH: Duchesne

13. STATE: Ut.

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)			[ ]	(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

7-13-84 Spud well @ 4:00 P.M.

7-31-84 Rig shut down for repairs

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

SIGNED Donald J. Johnson Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE 7-31-84

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

RECEIVED

SEP 21 1984

DIVISION OF OIL GAS & MINING

NOTICE OF SPUD

Company: PAIUTE OIL & MINING

Caller: _____

Phone: _____

Well Number: North Duchesne 25-7

Location: SW 1/4 NE 1/4 SEC 25 T 3S R 5W

County: Duchesne State: UTAH

Lease Number: _____

API 43-013-30972

Lease Expiration Date: _____

Unit Name (If Applicable): North Duchesne

Date & Time Spudded: July 13 84 4:00 PM

Dry Hole Spudder/Rotary: ROTARY

Details of Spud (Hole, Casing, Cement, etc.) _____

20"	40 LB	80'	36" (conductor)	surface
9 5/8	36 LB	2000 ✓	13 3/4	surface

Rotary Rig Name & Number: P&P Rig 58

Approximate Date Rotary Moves In: Sep 15, 84

FOLLOW WITH SUNDRY NOTICE

Call Received By: _____

Date: _____

SEP 1984 RECEIVED Vernal, Utah

Form OGC-1b

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR: P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: 2320' FNL 1330' FEL SEC 25 T 3 S R 5 W. Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH: Duchesne

13. STATE: Utah

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

8-31-84 Rig down for repairs

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

SIGNED Donald J. Johnson TITLE Vice Pres. Oil & Gas Operations DATE 8-31-84

Donald J. Johnson

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

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

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

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 "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
OCT 09 1984
DIVISION OF OIL, GAS & MINING

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR
P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements. See also space 17 below.)
At surface
2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W.
Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]				
(Other)				(Other)			

(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)

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.)*

9-30-84 Waiting on rig

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

SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE 9-30-84

Donald J. Johnson

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR: P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface:
2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W.
Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH: Duchesne

13. STATE: Utah

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

9-30-84 Waiting on rig

RECEIVED
FEB 15 1985
DIVISION OF OIL
GAS & MINING

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

SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE 9-30-84

Donald J. Johnson

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR
P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.)
At surface
2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W.
Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

10-31-84 Working on land problems.

RECEIVED
FEB 15 1985
DIVISION OF OIL
GAS & MINING

18. I hereby certify that the foregoing is true and correct
SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE 10-31-84
Donald J. Johnson

(This space for Federal or State office use)

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

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR
P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.)
At surface
2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W.
Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

11-30-84 Working on land problems.

RECEIVED
FEB 15 19[illegible]
DIVISION OF O[illegible]
GAS & MINING

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

SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE [illegible]

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE 11-30-84

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

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

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR
P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.)
At surface
2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W.
Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
TEST WATER SHUT-OFF [ ]	PULL OR ALTER CASING [ ]	WATER SHUT-OFF [ ]	REPAIRING WELL [ ]
FRACTURE TREAT [ ]	MULTIPLE COMPLETE [ ]	FRACTURE TREATMENT [ ]	ALTERING CASING [ ]
SHOOT OR ACIDIZE [ ]	ABANDON* [ ]	SHOOTING OR ACIDIZING [ ]	ABANDONMENT* [ ]
REPAIR WELL [ ]	CHANGE PLANS [ ]	(Other) [ ]	
(Other)		(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)	

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.)*

12-31-84 Working on land problems.

RECEIVED
FEB 15 1985
DIVISION OF OIL
GAS & MINING

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SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE 12-31-84

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

3. ADDRESS OF OPERATOR: P.O. Box 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: 2320' FNL 1330' FEL SEC 25 T 3 S. R 5 W. Duchesne County, Utah

5. LEASE DESIGNATION AND SERIAL NO.: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH: Duchesne

13. STATE: Utah

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			[ ]
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

1-31-85 Working on land problems.

RECEIVED
FEB 15 1985
DIVISION OF OIL
GAS & MINING

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

SIGNED Donald J. Johnson TITLE Vice Pres., Oil & Gas Operations DATE 1-31-85

Donald J. Johnson

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

STATE OF UTAH
NATURAL RESOURCES
Oil, Gas & Mining

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

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Dianne R. Nielson, Ph.D., Division Director

February 5, 1985

Paiute Oil & Mining Corporation
P.O. Box 1329
Park City, Utah 84060

Gentlemen:

Re: Well No. Walker #25-7 - Sec. 25, T. 3s., R. 5W
Duchesne County, Utah - API #43-013-30972

Our records indicate that you have not filed drilling reports for the months of October 1984 to the present on the above referred to well. Our rules and regulations stipulate that these reports be filed by the sixteenth of each month until the well is completed.

Enclosed are forms for your convenience in filing the necessary reports as soon as possible but no later than March 5, 1985.

Thank you for your cooperation in this matter.

Sincerely,

Claudia L. Jones
Well Records Specialist

Enclosures

cc: Dianne R. Nielson
Ronald J. Firth
John R. Baza
File
0087S/21

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: PAIUTE OIL AND MINING CORPORATION

3. ADDRESS OF OPERATOR: P.O. BOX 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

14. PERMIT NO.	15. ELEVATIONS (Show whether DF, RT, GR, etc.)	12. COUNTY OR PARISH	13. STATE
API 43-013-30972	5,768.2 GR	Duchesne	Utah

16. **Check Appropnate Box To Indicate Nature of Notice, Report, or Other Data**

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other) waiting on Lease Problems			[ ]
(Other)			[ ]	(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.) *

RECEIVED
APR 04 1985
DIVISION OF OIL
GAS & MINING

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

SIGNED Donald J. Johnson TITLE Vice-President, Oil & Gas DATE 4-1-85

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

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

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

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 "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
JUN 07 1985
DIVISION OF OIL GAS & MINING

5. LEASE DESIGNATION AND SERIAL NO.: FEE
6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
7. UNIT AGREEMENT NAME:
8. FARM OR LEASE NAME: Paiute/Walker
9. WELL NO.: 25-7
10. FIELD AND POOL, OR WILDCAT: Duchesne
11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.
12. COUNTY OR PARISH: Duchesne
13. STATE: Utah

1. OIL WELL [X] GAS WELL [ ] OTHER
2. NAME OF OPERATOR: PAIUTE OIL AND MINING CORPORATION
3. ADDRESS OF OPERATOR: P.O. BOX 1329, Park City, Utah 84060
4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface

14. PERMIT NO.: API 43-013-30972
15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]				
(Other)				(Other)			[ ]

(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)

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.)*

Land Problems

18. I hereby certify that the foregoing is true and correct
SIGNED Donald J. Gustavson TITLE Vice-President, Oil & Gas DATE 3-31-85

(This space for Federal or State office use)

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

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
OCT 07 1985
DIVISION OF OIL GAS & MINING

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
PAIUTE OIL AND MINING CORPORATION

3. ADDRESS OF OPERATOR
P.O. BOX 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements. See also space 17 below.)
At surface

5. LEASE DESIGNATION AND SERIAL NO.
FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]				
(Other)			[ ]	(Other)			[ ]

(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)

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Legal Problems

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

SIGNED Donald S. Erickson TITLE Vice-President, Oil & Gas DATE 6-30-85

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

SUBMIT IN TRIPLICATE
(Other instructions on reverse side)

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 or to deepen or plug back to a different reservoir. Use "APPLICATION FOR PERMIT—" for such proposals)

RECEIVED
OCT 07 1985
DIVISION OF OIL GAS & MINING

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR
PAIUTE OIL AND MINING CORPORATION

3. ADDRESS OF OPERATOR
P.O. BOX 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements. See also space 17 below.)
At surface

5. LEASE DESIGNATION AND SERIAL NO.
FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT AGREEMENT NAME

8. FARM OR LEASE NAME
Paiute/Walker

9. WELL NO.
25-7

10. FIELD AND POOL, OR WILDCAT
Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA
SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH
Duchesne

13. STATE
Utah

14. PERMIT NO.
API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.)
5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]				
(Other)				(Other)			

(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)

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Legal Problems

18. I hereby certify that the foregoing is true and correct
SIGNED Gerald E. Jenson TITLE Vice-President, Oil & Gas DATE 7-31-85

(This space for Federal or State office use)

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

*See Instructions on Reverse Side

Form OGC-1b

[redacted]TE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS, AND MINING

SUBMIT IN TRIPLICATE
([redacted] instructions on reverse side)

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

8. FARM OR LEASE NAME: Paiute/Walker

9. WELL NO.: 25-7

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: SEC 25 T 3 S. R 5 W.

12. COUNTY OR PARISH: Duchesne | 13. STATE: Utah

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 "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
OCT 07 1985
DIVISION OF OIL, GAS & MINING

1. OIL WELL [X] GAS WELL [ ] OTHER

2. NAME OF OPERATOR: PAIUTE OIL AND MINING CORPORATION

3. ADDRESS OF OPERATOR: P.O. BOX 1329, Park City, Utah 84060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements. See also space 17 below.) At surface

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768.2 GR

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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Legal Problems

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

SIGNED Donald J. Stevenson TITLE Vice-President, Oil & Gas DATE 9-31-85

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Form OGC-1b

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

SUBMIT IN TRIPLICATE (Other instructions on reverse side)

5. LEASE DESIGNATION AND SERIAL NO.: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

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 "APPLICATION FOR PERMIT—" for such proposals.)

1. OIL WELL ☒ GAS WELL ☐ OTHER

7. UNIT AGREEMENT NAME:

2. NAME OF OPERATOR: Paiute Oil & Mining Corp.

8. FARM OR LEASE NAME: Paiute

3. ADDRESS OF OPERATOR: Box 1329, Park City, Utah 84060

9. WELL NO.: 25-7

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: NW¼ of NE¼ Sec 25, T3S, R5W

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: Sec 25, T3S, R5W

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5,768

12. COUNTY OR PARISH: Duchesne

13. STATE: Utah

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	☐	PULL OR ALTER CASING	☐	WATER SHUT-OFF	☐	REPAIRING WELL	☐
FRACTURE TREAT	☐	MULTIPLE COMPLETE	☐	FRACTURE TREATMENT	☐	ALTERING CASING	☐
SHOOT OR ACIDIZE	☐	ABANDON*	☐	SHOOTING OR ACIDIZING	☐	ABANDONMENT*	☐
REPAIR WELL	☐	CHANGE PLANS	☐	(Other)			
(Other)			☐	(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.) *

Legal Problems on land

RECEIVED
NOV 27 1985
DIVISION OF OIL
GAS & MINING

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

SIGNED Donald J. Johnson TITLE V.P. Dist & Gen DATE 10-31-85

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

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

December 30, 1985

Paiute Oil & Mining Corporation
1901 Prospector Sq.
P.O. Box 1329
Park City, Utah 84060

Dear Mr. Johnson:

RE: Well No. 25-7 - Sec. 25, T. 3S, R. 5W,
Duchesne County, Utah - API # 43-013-30972

This letter is to advise you that the "Well Completion or Recompletion Report and Log" for the above referenced well is due and has not been filed with this office as required by our rules and regulations.

Please complete the enclosed Form OGC-3, and forward it to this office as soon as possible, but not later than January 15, 1986.

Sincerely,

Tami Alexander
Well Records Specialist

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

0320/5

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

April 2, 1986

Paiute Oil & Mining Corporation
1901 Prospector Square
P O Box 1329
Park City, Utah 84060

Gentlemen:

Re: Well No. Paiute Walker #25-7 - Sec. 25, T. 3S, R. 5W
Duchesne County, Utah - API #43-013-30972

A records review indicates that no required reports for the referenced well have been filed since October 1985. Monthly drilling reports must be submitted to account for the time between spudding and well completion.

Rule 312 of the Oil and Gas Conservation General Rules requires that Form DOGM-3 "Well Completion or Recompletion Report and Log", or copy of the equivalent federal form, along with copies of logs and tests run, be filed with this office not later than 90 days after suspension of drilling, or well completion.

Please submit the required drilling reports and well completion report, including copies of logs and tests which may have been run on the referenced well, not later than April 21, 1986. Address the required response to:

Utah Division of Oil, Gas, and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
Attention: Well Records Suspense File - Norm Stout

Respectfully,

Norman C. Stout
Records Manager

ta
cc: Dianne R. Nielson
Ronald J. Firth
John R. Baza
File
0385S/1

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

August 8, 1986

RETURN RECEIPT REQUESTED
P 168 903 940

2nd NOTICE

Paiute Oil & Mining Corporation
1901 Prospector Square
P.O. Box 1329
Park City, Utah 84060

Gentlemen:

Re: Well No. Paiute Walker #25-7 - Sec. 25, T. 3S, R. 5W
Duchesne County, Utah - API #43-013-30972

A records review indicates that no required reports for the referenced well have been filed since October 1985. Monthly drilling reports must be submitted to account for the time between spudding and well completion.

Rule 312 of the Oil and Gas Conservation General Rules requires that Form DOGM-3 "Well Completion or Recompletion Report and Log " or copy of the equivalent federal form, along with copies of logs and tests run, be filed with this office not later than 90 days after suspension of drilling, or well completion.

Please use the address listed below to provide the required information at your earliest convenience, but not later than August 27, 1986.

Utah Division of Oil, Gas and Mining
Attention: Suspense File - Norm Stout
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

Respectfully,

Norman C. Stout
Records Manager

ts
cc: Dianne R. Nielson
Ronald J. Firth
John R. Baza
Well File
Suspense File
0448S/5

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

092522

September 22, 1987

TO: Well File

THROUGH: John Baza JRB

FROM: Jim Thompson

RE: Gavilan Petroleum Well No. 25-7, Sec. 25, T. 3S, R. 5W, Duchesne County, Utah

Mr. Scott Seeby was contacted concerning the present and future status of the #25-7 well. Although the well has been spudded, and other major work completed; the cellar and reserve pit remain open. Gavilan does not intend to drill this well in the near future, so it was asked that the cellar be backfilled until drilling operations commence.

The okay was given by Jim Thompson with the understanding that the reserve pit would be backfilled upon completion of the well.

Mr. Seeby stated that the cellar would be taken care of as soon as possible.

JT/sb
9695T

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

State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

April 13, 1988

To: Ron Firth, John Baza, Gil Hunt, Steve Schneider, Arlene Sollis, Jim Thompson

From: Don Staley

Re: Well Review Committee

rescheduled Held May 4, 1988

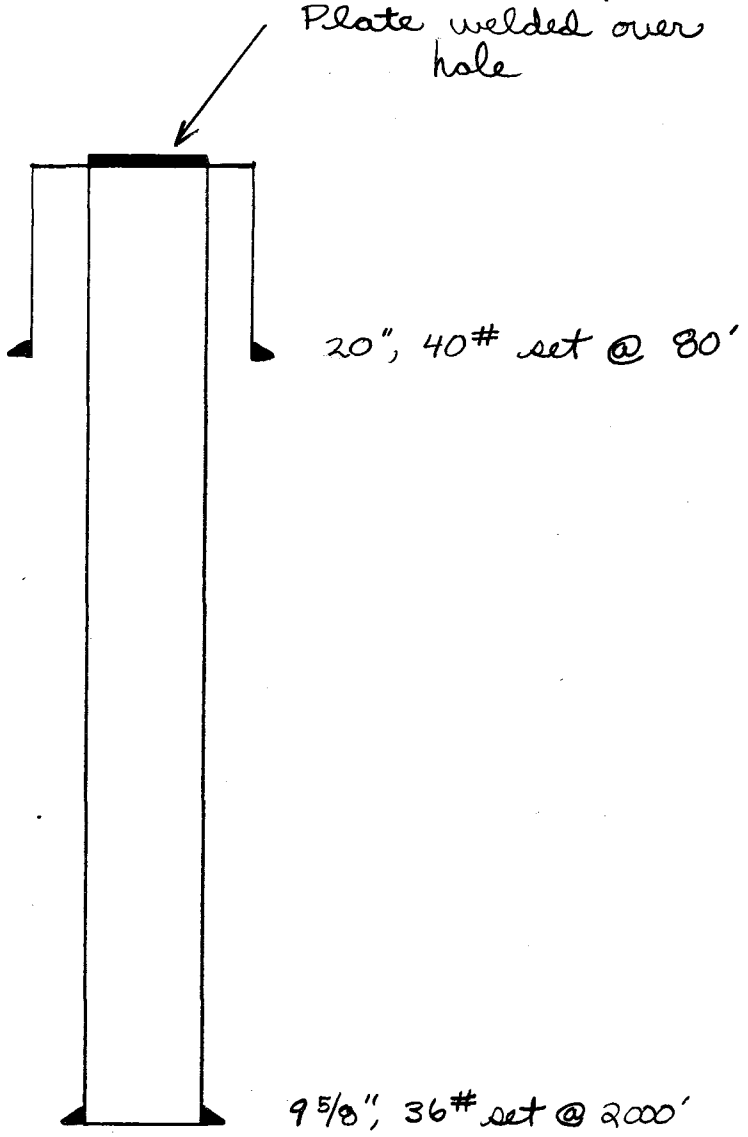
A Well Review Committee meeting has been scheduled for Friday, April 28, at 2:00 pm. Attached is a list of five wells for review.

Also attached are (1) a list of all wells we have reviewed and (2) notes from previous meetings on unresolved wells. These are taken from my new Well Review Committee dBase file.

attachments
cc: D. R. Nielson
WE75/8

an equal opportunity employer

Paiute Oil + Mining
Paiute Walker #25-7
Sec. 25, T. 3S R. 5W
Duchesne County, Utah
API # 43-013-30972



42-381 50 SHEETS 5 SQUARE
42-382 100 SHEETS 5 SQUARE
42-389 200 SHEETS 5 SQUARE
Made in U.S.A.
NATIONAL

- WELL REVIEW COMMITTEE -
NOTES OF MEETINGS HELD

PLEASE PLACE IN WELL FILE

Well Name	Operator	API Number	SC	TWP	RNG	Meeting Notes
PAIUTE-WALKER 25-7	PAIUTE OIL & MINING	43-013-30972	25	03S	05W	FROM APD DATA BASE - SPUDDED BUT NOT COMPLETED 5-4-89 DTS WILL VERIFY THAT WE ACTUALLY HAVE A BOND FROM GAVILAN ON THIS WELL. JLT WILL CHECK TO SEE WHO HOLDS THE MINERAL LEASE. IF GAVILAN IS LISTED AS THE LESSEE, WE SHOULD ASSUME THAT THEY ARE THE OPERATOR.

WELL REVIEW COMMITTEE

APRIL 18, 1989

Sept 1987 prod. report sent in by Gavilan — no prod. noting in files to indicate operator change.

PAIUTE OIL & MINING - Paiute Walker #13-ND-1, Sec. 13, T. 3S, R. 5W, Duchesne County - API #43-013-30971. Paiute Bond was changed to Gavilan Petroleum, Inc. for $50,000. APD approved 7-3-84. Well Spudded 7-13-84. Drilled to 9234'. Sundries dated from 8-84 thru 10-85 states that they are waiting on completion of the well. Letter's sent 12-30-85, 4-3-86, 8-12-86, and 9-10-86 regarding the Well Completion Report that has not been filed with this office or the well. Memo to file dated 9-22-87 from Jim Thompson giving okay for the reserve pit to remain open at this time. The well is scheduled to be completed later on this year. Gavilan Petroleum phoned into Well Records to advise the Division that they (Gavilan) has acquired 13-ND-1 from a bankruptcy court. Gavilan Petroleum sold this well in 11-87. They stated they would send in a Sundry Notice notifying us of the change. Inspection by Frank Matthews on 3-29-89, stated that the reserve pit is not covered and has oil in the bottom of the pit which has been burned. Frank could not determine whether or not a 7" casing was run per APD. Completion Report is needed.

Fee Lease - per Gavilan Sundry 1-18-88 well does not have an operator

PAIUTE OIL & MINING - Paiute-Walker #25-7, Sec. 25, T. 3S, R. 5W, Duchesne County - API #43-013-30972. Pauite Bond was changed to Gavilan Petroleum, Inc. for $50,000. APD approved 7-6-84. Well spudded 7-13-84. Sundry Notices dated 8-84 thru 10-85, states they are waiting on rig, working on road and legal problems and waiting on completion. Letters sent 12-85, 4-86 and 8-86 regarding the Well Completion Report that has not been filed with this office or the well. Inspections by Jim Thompson on 8-84 and 9-84, stated that they had spudded, reserve pit dug not lined, cellar and conductor pipe are still in the same place. Inspection by Bill Moore on 9-86 states the reserve pit is still open and unused, the surface casing set, hole left open. Inspection by Glenn Goodwin on 9-87 states that the pit is still open, conductor set, plate welded on top. Memo to file dated 9-87 from Jim Thompson, contacting Mr. Seeby concerning the present future of the well. Gavilan does not intend to drill this well in the near future, so it was asked that the cellar be back filled until drilling operations commence. Jim Thompson gave okay that the reserve pit be back filled upon completion of the well. Mr. Seeby said the cellar would be taken care of as soon as possible. No further information.

land

Fee Lease

UTEX OIL - Echeverria #2-17B5, Sec. 17, T. 2S, R. 5W, Duchesne County, - API #43-013-31157. Blanket Bond $50,000. APD approved 1-22-86. Well spudded 2-1-86. Inspection by Dorothy Swindel on 3-4-86, states the rig is stacked on location, has not been rigged up, tank grade is built above steep bank, reserve pit has no liner, conductor pipe set. Letter sent 9-17-86, regarding required reports for the well from the time between the spud and the well completion inspection by Jim Thompson on 8-6-86, states the well is spudded, cellar and conductor pipe set, reserve pit is dug and tank grade set. Jim spoke with Utex concerning the well, there is no immediate plans to drill this well. Sundry Notice dated 9-26-86, states the location was built and conductor pipe set, however never spudded with a drilling rig, at this time there are no plans to drill this well. Inspection by Bill Moore on 10-28-86 states, the location built, surface casing set, pit built, not used, unlined, tank grade built. On 4-30-87, Bill Moore contacted Steve Tipton of Utex concerning status on the well, Mr. Tipton said Utex is keeping the well under there bond in operation suspended status for now. No further information.

Fee Lease

GAVILAN PETROLEUM, INC.

4885 South 900 East, Suite 305
Salt Lake City, Utah 84117
(801) 263-8685

October 30, 1989

RECEIVED
OCT 31 1989
DIVISION OF
OIL, GAS & MINING

State of Utah
Division of Oil, Gas & Mining
III Triad Center, Suite 350
Salt Lake City, Utah 84180

Oil and Gas Bond

Gentlemen:

Gavilan Petroleum, Inc. has recently submitted a $50,000 Letter of Credit from Wells Fargo Bank to replace its existing oil & gas bond with the Division of Oil, Gas & Mining. This Letter of Credit is intended to cover the statewide bonding requirements for the existing three wells (North Duchesne #1-7, North Duchesne #13-1, North Duchesne #25-7) which are covered by Gavilan's current bond written by Aetna Life and Casualty.

Please accept the Wells Fargo Letter of Credit as a replacement for the existing Bond and provide both Gavilan and Aetna with a full release of the existing bond.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

GAVILAN PETROLEUM INC.

Jay Mealey
Vice President

JM/pa

cc: Mr. Chris Perrin
Aetna Casualty and Surety Company
7979 East Tufts Avenue, DTC
Denver, Colorado 80237

UtahDOG1030.89

Form 3160–5
(November 1983)
(Formerly 9–331)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBMIT IN TRIPLICATE* (Other instructions verse side)

Form approved.
Budget Bureau No. 1004–0135
Expires August 31, 1985

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 "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
NOV 01 1989
DIVISION OF OIL, GAS & MINING

5. LEASE DESIGNATION AND SERIAL NO.: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

1. OIL WELL [X] GAS WELL [ ] OTHER

7. UNIT AGREEMENT NAME:

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

8. FARM OR LEASE NAME: Paiute

3. ADDRESS OF OPERATOR: 1901 Prospector Square, Park City, Utah 84060

9. WELL NO.: 25-7

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: NW/4NE/4 Sec. 25, T3S,R5W

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: Sec. 25, T3S,R5W

14. PERMIT NO.	15. ELEVATIONS (Show whether DF, RT, GR, etc.)	12. COUNTY OR PARISH	13. STATE
API 43-013-30972	5768	Duchesne	Utah

16. **Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data**

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
TEST WATER SHUT-OFF [ ]	PULL OR ALTER CASING [ ]	WATER SHUT-OFF [ ]	REPAIRING WELL [ ]
FRACTURE TREAT [ ]	MULTIPLE COMPLETE [ ]	FRACTURE TREATMENT [ ]	ALTERING CASING [ ]
SHOOT OR ACIDIZE [ ]	ABANDON* [ ]	SHOOTING OR ACIDIZING [ ]	ABANDONMENT* [ ]
REPAIR WELL [ ]	CHANGE PLANS [ ]	(Other) Change of Operator	[X]
(Other) [ ]		(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)	

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.)*

Be advised that Gavilan Petroleum, Inc. is considered to be the operator of the Paiute # 25-7 well; NW/4NE/4 Section 25, Township 3 South, Range 5 West, Duchesne County, Utah; and is responsible under the terms and conditions of the lease for the operations conducted on the leased lands.

Effective 10/31/89

OIL AND GAS	
DRN	RJF
JRB	GLH
2-DTS/DTS	SLS
1-TAS	
3- ~~MICROFILM~~	3-microfilm
4- FILE	

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

SIGNED Bob Jewett TITLE Production Accountant DATE 10/31/89

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Title 18 U.S.C. Section 1001, makes 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.

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

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

January 11, 1990

Mr. Bob Jewett
Paiute Oil & Mining Corporation
1901 Prospector Square
Park City, Utah 84060

Dear Mr. Jewett:

Re: Notification of Sale or Transfer of Lease Interest - Paiute 25-7 Well, Section 25, Township 3 South, Range 5 West, Duchesne County, Utah

The division has received notification of a change of operator from Paiute Oil & Mining Corporation to Gavilan Petroleum, Inc. for the referenced well which is located on a fee lease.

Rule R615-2-10, of the Utah Oil and Gas Conservation General Rules, requires that the owner of a lease provide notification to any person with an interest in such lease, when all or part of that interest in the lease is sold or transferred.

This letter is written to advise Paiute Oil & Mining Corporation of its responsibility to notify all individuals with an interest in this lease of the change of operator. Please provide written documentation of this notification to the division no later than February 10, 1990.

Sincerely,

Don Staley

Don Staley
Administrative Supervisor
Oil and Gas

ldc
cc: D.R. Nielson
R.J. Firth
Well file
HOI3/7

an equal opportunity employer

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

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

January 22, 1990

Mr. Bob Jewett
Paiute Oil & Mining Corporation
4885 South 900 East, Suite 305
Salt Lake City, Utah 84117

Dear Mr. Jewett:

Re: Notification of Sale or Transfer of Lease Interest - Paiute 25-7 Well, Section 25, Township 3 South, Range 5 West, Duchesne County, Utah

The division has received notification of a change of operator from Paiute Oil & Mining Corporation to Gavilan Petroleum, Inc. for the referenced well which is located on a fee lease.

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Sincerely,

Don Staley

Don Staley
Administrative Supervisor
Oil and Gas

ldc
cc: D.R. Nielson
R.J. Firth
Well file
HOI3/7

an equal opportunity employer

GAVILAN PETROLEUM, INC.

4885 South 900 East, Suite 305
Salt Lake City, Utah 84117
(801) 263-8685

January 26, 1990

RECEIVED
JAN 29 1990
DIVISION OF
OIL, GAS & MINING

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180

Attention: Don Staley

RE: Paiute 25-7 Well
Section 25, Township 3 South, Range 5 West
Duchesne County, Utah

Gentlemen:

Reference is made to your letter dated January 22, 1990 regarding the referenced well.

Please be advised that the leases on which this well lies have expired by their own terms because the referenced well was never drilled. Gavilan, therefore, has no one to notify of the change of operator from Paiute Oil and Mining Corporation to Gavilan Petroleum, Inc.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

GAVILAN PETROLEUM, INC.

Jay Mealey
Vice-President

JM/sjb

A:PA25-7WL.90

GAVILAN PETROLEUM, INC.

4885 South 900 East, Suite 305
Salt Lake City, Utah 84117
(801) 263-8685

January 26, 1990

RECEIVED
JAN 29 1990
DIVISION OF
OIL, GAS & MINING

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180

Attention: Don Staley

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Section 25, Township 3 South, Range 5 West
Duchesne County, Utah

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Sincerely,

GAVILAN PETROLEUM, INC.

Jay Mealey
Vice-President

JM/sjb

A:PA25-7WL.90

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

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

January 22, 1990

Mr. Bob Jewett
Paiute Oil & Mining Corporation
4885 South 900 East, Suite 305
Salt Lake City, Utah 84117

Dear Mr. Jewett:

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The division has received notification of a change of operator from Paiute Oil & Mining Corporation to Gavilan Petroleum, Inc. for the referenced well which is located on a **fee lease.**

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This letter is written to advise Paiute Oil & Mining Corporation of its responsibility to notify all individuals with an interest in this lease of the change of operator. Please provide written documentation of this notification to the division no later than February 10, 1990.

Sincerely,

Don Staley

Don Staley
Administrative Supervisor
Oil and Gas

ldc
cc: D.R. Nielson
R.J. Firth
Well file
HOI3/7

an equal opportunity employer

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

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

January 11, 1990

Mr. Bob Jewett
Paiute Oil & Mining Corporation
1901 Prospector Square
Park City, Utah 84060

wrong address. not delivered. Try sending to 4885 S. 900 E Suite 305 SLC, UT 84117

Dear Mr. Jewett:

Re: Notification of Sale or Transfer of Lease Interest - Paiute 25-7 Well, Section 25, Township 3 South, Range 5 West, Duchesne County, Utah

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Sincerely,

Don Staley

Don Staley
Administrative Supervisor
Oil and Gas

ldc
cc: D.R. Nielson
R.J. Firth
Well file
HOI3/7

an equal opportunity employer

Form 3160-5
(November 1983)
(Formerly 9-331)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBMIT IN TRIPLICATE* (Other instructions on reverse side)

Form approved.
Budget Bureau No. 1004-0135
Expires August 31, 1985

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 "APPLICATION FOR PERMIT—" for such proposals.)

RECEIVED
NOV 01 1989
DIVISION OF OIL, GAS & MINING

5. LEASE DESIGNATION AND SERIAL NO.: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

1. OIL WELL [X] GAS WELL [ ] OTHER

7. UNIT AGREEMENT NAME:

2. NAME OF OPERATOR: Paiute Oil & Mining Corporation

8. FARM OR LEASE NAME: Paiute

3. ADDRESS OF OPERATOR: 1901 Prospector Square, Park City, Utah 84060

9. WELL NO.: 25-7

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.) At surface: NW/4NE/4 Sec. 25, T3S,R5W

10. FIELD AND POOL, OR WILDCAT: Duchesne

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: Sec. 25, T3S,R5W

14. PERMIT NO.	15. ELEVATIONS (Show whether DF, RT, GR, etc.)	12. COUNTY OR PARISH	13. STATE
API 43-013-30972	5768	Duchesne	Utah

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[ ]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other) Change of Operator			[X]
(Other)			[ ]	(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

DRL well

Be advised that Gavilan Petroleum, Inc. is considered to be the operator of the Paiute # 25-7 well; NW/4NE/4 Section 25, Township 3 South, Range 5 West, Duchesne County, Utah; and is responsible under the terms and conditions of the lease for the operations conducted on the leased lands.

Effective 10/31/89

Nothing in well file from Gavilan @ oper. change. Sent note to TAS 12-11-89 asking if we rec'd anything. Δ'd in computer etc. to Gavilan Board letter sent to TAS pat copy file

OIL AND GAS	
DRN	RJF
JRB	GLH
2-DTS	SLS
1-TAS	
3-Microfilm	
4- FILE	

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

SIGNED Bob Jarvis TITLE Production Accountant DATE 10/31/89

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Title 18 U.S.C. Section 1001, makes 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 REVIEW COMMITTEE -
NOTES OF MEETINGS HELD

PLEASE PLACE IN WELL FILE

Well Name	Operator	API Number	SC	TWP	RNG	Meeting Notes
PAIUTE-WALKER 25-7	PAIUTE OIL & MINING	43-013-30972	25	03S	05W	FROM APD DATA BASE - SPUDDED BUT NOT COMPLETED 5-4-89 DTS WILL VERIFY THAT WE ACTUALLY HAVE A BOND FROM GAVILAN ON THIS WELL. JLT WILL CHECK TO SEE WHO HOLDS THE MINERAL LEASE. IF GAVILAN IS LISTED AS THE LESSEE, WE SHOULD ASSUME THAT THEY ARE THE OPERATOR.

STATE OF UTAH
DIVISION OF OIL, GAS AND MINING
OIL AND GAS INSPECTION RECORD

Duly

OPERATOR Paiute Oil & Mining Corp. LEASE

WELL NO. Paiute - Walker 25-7 API 43-013 - 30972

SW NE SEC. 25 T. 3S R. 5W CONTRACTOR

COUNTY Duchesne FIELD Altamont

DRILLING/COMPLETION/WORKOVER:

____ APD	____ WELL SIGN	____ HOUSEKEEPING	____ BOPE
____ SAFETY	____ POLL. CONTROL	____ SURFACE USE	____ PITS
____ OPERATIONS	____ OTHER		

SHUT-IN ____ / TA ____ :

____ WELL SIGN	____ HOUSEKEEPING	____ EQUIPMENT*	____ SAFETY
____ OTHER			

ABANDONED:

____ MARKER	____ HOUSEKEEPING	____ REHAB.	____ OTHER

PRODUCTION:

____ WELL SIGN	____ HOUSEKEEPING	____ EQUIPMENT*	____ FACILITIES*
____ METERING*	____ POLL. CONTROL	____ PITS	____ DISPOSAL
____ SECURITY	____ SAFETY	____ OTHER	

GAS DISPOSITION:

____ VENTED/FLARED	____ SOLD	____ LEASE USE

LEGEND: Y - YES OR SATISFACTORY
N - NO OR UNSATISFACTORY
NA - NOT APPLICABLE

*FACILITIES INSPECTED: location, pit.

REMARKS: pit is dry - and unFenced - Plate is welded on top of conductor pipe.

ACTION:

INSPECTOR: GARY GARNER DATE 4/20/89

WELL REVIEW COMMITTEE

APRIL 18, 1989

Sept 1987 prod. report sent in by Gavilan — no prod. — nothing in files to indicate operator change.

PAIUTE OIL & MINING - Paiute Walker #13-ND-1, Sec. 13, T. 3S, R. 5W, Duchesne County - API #43-013-30971. Paiute Bond was changed to Gavilan Petroleum, Inc. for $50,000. APD approved 7-3-84. Well Spudded 7-13-84. Drilled to 9234'. Sundries dated from 8-84 thru 10-85 states that they are waiting on completion of the well. Letter's sent 12-30-85, 4-3-86, 8-12-86, and 9-10-86 regarding the Well Completion Report that has not been filed with this office or the well. Memo to file dated 9-22-87 from Jim Thompson giving okay for the reserve pit to remain open at this time. The well is scheduled to be completed later on this year. Gavilan Petroleum phoned into Well Records to advise the Division that they (Gavilan) has acquired 13-ND-1 from a bankruptcy court. Gavilan Petroleum sold this well in 11-87. They stated they would send in a Sundry Notice notifying us of the change. Inspection by Frank Matthews on 3-29-89, stated that the reserve pit is not covered and has oil in the bottom of the pit which has been burned. Frank could not determine whether or not a 7" casing was run per APD. Completion Report is needed.

Fee Lease - per Gavilan Sundry of 1-18-88 well does not have an operator

PAIUTE OIL & MINING - Paiute-Walker #25-7, Sec. 25, T. 3S, R. 5W, Duchesne County - API #43-013-30972. Pauite Bond was changed to Gavilan Petroleum, Inc. for $50,000. APD approved 7-6-84. Well spudded 7-13-84. Sundry Notices dated 8-84 thru 10-85, states they are waiting on rig, working on load and legal problems and waiting on completion. Letters sent 12-85, 4-86 and 8-86 regarding the Well Completion Report that has not been filed with this office or the well. Inspections by Jim Thompson on 8-84 and 9-84, stated that they had spudded, reserve pit dug not lined, cellar and conductor pipe are still in the same place. Inspection by Bill Moore on 9-86 states the reserve pit is still open and unused, the surface casing set, hole left open. Inspection by Glenn Goodwin on 9-87 states that the pit is still open, conductor set, plate welded on top. Memo to file dated 9-87 from Jim Thompson, contacting Mr. Seeby concerning the present future of the well. Gavilan does not intend to drill this well in the near future, so it was asked that the cellar be back filled until drilling operations commence. Jim Thompson gave okay that the reserve pit be back filled upon completion of the well. Mr. Seeby said the cellar would be taken care of as soon as possible. No further information.

Fee Lease

UTEX OIL - Echeverria #2-17B5, Sec. 17, T. 2S, R. 5W, Duchesne County, - API #43-013-31157. Blanket Bond $50,000. APD approved 1-22-86. Well spudded 2-1-86. Inspection by Dorothy Swindel on 3-4-86, states the rig is stacked on location, has not been rigged up, tank grade is built above steep bank, reserve pit has no liner, conductor pipe set. Letter sent 9-17-86, regarding required reports for the well from the time between the spud and the well completion inspection by Jim Thompson on 8-6-86, states the well is spudded, cellar and conductor pipe set, reserve pit is dug and tank grade set. Jim spoke with Utex concerning the well, there is no immediate plans to drill this well. Sundry Notice dated 9-26-86, states the location was built and conductor pipe set, however never spudded with a drilling rig, at this time there are no plans to drill this well. Inspection by Bill Moore on 10-28-86 states, the location built, surface casing set, pit built, not used, unlined, tank grade built. On 4-30-87, Bill Moore contacted Steve Tipton of Utex concerning status on the well, Mr. Tipton said Utex is keeping the well under there bond in operation suspended status for now. No further information.

Fee Lease

Form 3160–5
(November 1983)
(Formerly 9–331)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBMIT IN TRIPLICATE* (Other instructions on reverse side)

Form approved.
Budget Bureau No. 1004–0135
Expires August 31, 1985

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 "APPLICATION FOR PERMIT—" for such proposals.)

5. LEASE DESIGNATION AND SERIAL NO.: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT AGREEMENT NAME:

1. OIL WELL [XX] GAS WELL [ ] OTHER

8. FARM OR LEASE NAME: Paiute

2. NAME OF OPERATOR: Gavilan Petroleum, Inc.

9. WELL NO.: 25-7

3. ADDRESS OF OPERATOR: 3030 South Main, Suite 500, SLC, Utah 84115

10. FIELD AND POOL, OR WILDCAT: Duchesne

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.* See also space 17 below.)
At surface
SW
NW/4NE/4 Sec. 25, T3S, R5W

11. SEC., T., R., M., OR BLK. AND SURVEY OR AREA: Sec.25, T3S,R5W

14. PERMIT NO.: API 43-013-30972

15. ELEVATIONS (Show whether DF, RT, GR, etc.): 5768

12. COUNTY OR PARISH: Duchesne

13. STATE: Utah

16. Check Appropriate Box To Indicate Nature of Notice, Report, or Other Data

NOTICE OF INTENTION TO:				SUBSEQUENT REPORT OF:			
TEST WATER SHUT-OFF	[ ]	PULL OR ALTER CASING	[ ]	WATER SHUT-OFF	[ ]	REPAIRING WELL	[ ]
FRACTURE TREAT	[ ]	MULTIPLE COMPLETE	[ ]	FRACTURE TREATMENT	[ ]	ALTERING CASING	[ ]
SHOOT OR ACIDIZE	[ ]	ABANDON*	[ ]	SHOOTING OR ACIDIZING	[ ]	ABANDONMENT*	[X]
REPAIR WELL	[ ]	CHANGE PLANS	[ ]	(Other)			
(Other)				(NOTE: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)			

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.)*

This well was originally owned by Paiute Oil and Mining Corp. and acquired by Gavilan in 1987. 80' of conductor pipe was set on the well. The hole was subsequently cemented to surface and a steel plate placed across the top. This Sundry is notice that the well was P & A and should be removed from the active records of the Division of Oil, Gas and Mining.

RECEIVED
JAN 16 1991
DIVISION OF
OIL, GAS & MINING

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

SIGNED [signature] TITLE Vice President DATE 1/16/91

(This space for Federal or State office use)

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

*See Instructions on Reverse Side

Title 18 U.S.C. Section 1001, makes 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.

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

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

January 7, 1992

TO: File
Paiute Walker 25-7 Sec 25 T03S R05W
API # 43 013 30972 Duchesne County, Utah

FROM: Vicky Carney VLC

RE: Plugging Date

Spoke to Bob Jewett of Gavilan Petroleum, and asked him for a plugging date for the above referenced well. He stated that they don't have much information on this well, but he would check and call me back.

Bob called and said the only file they have on this well is one they created to file the operator change when they took over the well. The well was plugged when they bought it in 1987. Bob and I agreed to use the first date a Division Inspector stated the well had a plate welded on top of the pipe. Therefore, the well will be considered plugged as of 9-2-87.

cc: DTS
KMH

1-13-92 LISHA STATED 11-91 INSP STATES NOT PA. DOUBLE CHECKED WITH Jimmy. WELL IS PLUGGED.

an equal opportunity employer

State of Utah

Department of
Natural Resources

ROBERT L. MORGAN
Executive Director

Division of
Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

MEMO TO FILE 43-013-30972 Paiute Walker 25-7

From: Earlene Russell ER

Date: August 11, 2004

BACKGROUND:
The Oil and Gas Information System (OGIS) was checked for wells that would affect the bond release/cancellation of the Gavilan Petroleum, Inc and Road Runner Oil, Inc bond #574338 in the amount of $80,000.

The Duchesne wells operated by Road Runner/Gavilan are being plugging and operator change of Roosevelt Unit wells to Elk Production is in transition. On August 4, 2004, I provided a list of wells for operator change to Tom Clawson, attorney for Elk Production, to check with the negotiated wells in the sale from Road Runner/Gavilan to Elk Petroleum.

PROBLEM:
This well (43-013-30972) showed as "PA" September 2, 1987 and normally wouldn't be transferred during an operator change. Procedures for operator changes require me to look at LA and PA wells and in some instances have inspections on those, especially if a bond release is pending. [March 17, 2004 a cancellation notice was received from the bond agent.] Inspections in RBDMS show the well was "TA" not "PA". I then sent an e-mail to Dan Jarvis to have an inspection or some determination as to the status of the well vs. OGIS.

Dan pulled the well file and had Dennis do an inspection August 6, 2004. The well file gave no indication of plugging and the inspection shows the well in TA Status with the collar still around the pipe and a plate on top of the pipe.

POSSIBLE RESOLUTION:
John Baza would like Dustin Doucet to do an engineering review to determine the downhole status of the wellbore. Based on that, Don Staley will change the status on OGIS to correctly depict what is the actual status of the wellbore.

cc: Don Staley
Well File
Bond File

1594 West North Temple, Suite 1210, PO Box 145801, Salt Lake City, UT 84114-5801
telephone (801) 538-5340 • facsimile (801) 359-3940 • TTY (801) 538-7458 • *www.ogm.utah.gov*

Utah!
Where ideas connect™

INTEROFFICE MEMORANDUM

30S 50W Sec 25

TO: WELL FILE - API# 43-013-30972, PAIUTE WALKER 25-7

THROUGH: JOHN BAZA JRB

THROUGH: DON STALEY DTS

FROM: DUSTIN DOUCET DKD

SUBJECT: STATUS OF PAIUTE WALKER 25-7 WELL

DATE: 10/19/2004

CC: GIL HUNT, DAN JARVIS, EARLENE RUSSELL

Well status changed in database from PA to TA as of 11/10/2004; Production Turnaround report will not be sent to operator
DTS 11/10/2004

As requested by John Baza in response to Division concerns on this matter, I have compiled the following history and determination on the above referenced well. I have separated my discussion into three parts, 1) Current status of the well, 2) History of the well and 3) Conclusions.

CURRENT STATUS

This well is currently listed as PA in our system. A recent inspection (September 15, 2004) found this well with a plate welded over the 20" conductor pipe, an open cellar and open reserve pits. The well also had 9 5/8" surface casing reported set in September of 1984 but because of the plate could not be confirmed by this inspection. This well is currently attached to an $80,000 Gulf Insurance bond (Bond # 574338) for Road Runner/Gavillan Petroleum. This bond is a blanket bond and covers 4 other wells including the Paiute Walker 1-7 (PA), the Birch 1-25 (PA), the Sorensen 1-5 (SOW) and the Sorensen 1-6 (SOW).

HISTORY

Drilling

This well was spud on July 13, 1984. The rig was shut down for repairs on July 31, 1984 and according to records never resumed work. A subsequent spud notice submitted in September of 1984 stated 80' of 20" conductor and 2000' of 9 5/8" surface casing had been set. A Well Completion Report was never filed for this well.

Ownership

Paiute Oil & Mineral Corp. ("Paiute") had operating rights through a farm out agreement with Gulf Oil Company and an operating agreement with Walker Energy Group ("Walker"). The APD was approved July 6, 1984 for Paiute. Paiute submitted monthly status reports until October 31, 1985. In February of 1985, Walker filed for bankruptcy. Effective March 1987 all rights and property associated with the Paiute Walker 25-7 well were assigned to Gavillan Operating, Inc. through the bankruptcy court. As of September 22, 1987, the Division was corresponding with Gavillan as operator of the well (note: a copy of the bankruptcy court general assignment is in the file and dated June 1, 1987). Subsequent requests from the Division proffered a change of operator Sundry from Paiute naming Gavillan as operator on 10/31/89 even though it appears the Division recognized Gavillan as such since 1987.

Status of Well

All inspections dating from September of 1986 through November of 1991 listed this well as a SOW. In September of 1987, Jim Thompson of the Division spoke with Scott Seeby of Gavillan. An agreement was reached to allow the reserve pit to remain open until Gavillan finished drilling this well, however, the cellar would need to be backfilled until that time. There was no mention of it being plugged at this time, nor would it have made sense given they were still planning on completing this well. In January of 1990, Jay Mealey of Gavillan stated the well was never drilled. In January of 1991, Jay Mealey claimed that only 80' of conductor had been set and that it had been cemented to surface with a plate welded on top. In January of 1992, Vicky Carney of the Division spoke with Bob Jewett of Gavillan who claimed the well was plugged and abandoned (PA). Based off of that discussion, Vicky made the decision that the well should be considered PA effective the date the inspector first found the plate welded on top of the casing (September 1987). Although this was the first time an inspector documented the plate, the plate was present, as evidenced by the slides in the well file, at the time of the September 1986 inspection. There is no evidence of exactly when the plate was welded on top. Once again, the inspectors noted this well as SOW. The location currently has open reserve pits, an open cellar and does not have a regulation dry hole marker as required by rule R649-3-24-7 (see photos from September 2004 inspection in Attachment A).

CONCLUSIONS

I find that the decision to show this well as PA was not based on any real evidence that the well was indeed PA. There isn't any paperwork in the file that supports this well being PA. All the evidence leans towards this well being shut-in (SI). The only basis for the decision to change the status of the well to PA I could find were 1) the well had a plate welded on the casing and 2) a discussion with a gentleman that claimed to have no knowledge of the well except that it was PA.

Gavillans' history of the well is very inconsistent. Their status ranged from the well never being drilled to the well being PA. The fact that Paiute was waiting for a rig to complete the drilling of this well until their bankruptcy in 1987 and the fact that Gavillan also expressed an interest in completing the drilling upon taking over in 1987 leads me to believe that the well was SI not PA. The only consistency in this case was from the inspectors who considered this well SI even after the determination was made to call it PA. I think we must take the inspectors knowledge of this well from the drilling through the last inspection in 1991 and consider this well SI as they did until conclusive evidence proves otherwise.

- Due to the fact that no paperwork was submitted supporting PA of this well and the fact that reclamation of the site and a regulation dry hole marker are still outstanding, the well status of this well should be changed back to SI. The plate should be removed from the conductor casing and the well evaluated and properly plugged upon commencement of the final PA. Gavillan was shown to be the rightful owner of the mineral rights and well bore under the assignment from the bankruptcy court. Gavillan subsequently submitted bonding for this well. Gavillan is the responsible party for this well and this well should be considered SI and remain under the current $80,000 bond (Bond # 574338) as such.

→ Bond release must be reviewed with Associate Director prior to taking action -

ATTACHMENT A

From: Dan Jarvis
To: Don Staley; Earlene Russell
Date: 08/10/2004 8:16:33 AM
Subject: Re: Fwd: Road Runner Oil Inc / Gavilan Petroleum Inc Operator Change

one word to explain this, JImmie

>>> Don Staley 8/9/2004 3:42:41 PM >>>
Just write a "memo to file" explaining the problem, attach a copy of the latest inspection report, and send it to me. I'll change the status. I can't believe nobody discovered this sooner!

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>>> to: Tom Clawson >>>
Tom,

I am attaching a list of those wells currently showing under these two operators. We need a Form 9 Sundry for all wells (you can attach a list) signed by the old operator and the new operator. Include effective date and bond number. Elk Production should send a copy (only a copy) of their BIA bond when they get it.

Call me if you have any questions. 538-5336.
Earlene

CC: Dustin Doucet; Gil Hunt; John Baza; Michael Hebertson

Review per JRB
8/11/2004

- Determine condition
- Determine status
- Re-create History

From: Don Staley
To: Dustin Doucet; Gil Hunt; John Baza; Michael Hebertson; Steve Schneider
Date: 11/10/2004 3:24:31 PM
Subject: Gavilan - Paiute Walker 25-7 Well...

FYI...

As per Dustin's evaluation and memo to file and our management meeting discussion, I have changed the status of Gavilan's Paiute Walker 25-7 well (API 4301330972) from PA to TA in the database. Rather than deleting Gavilan's address from the database to prevent a production turn-around report from being mailed out (as per John's request), Carolyn said that she will just remember to not send it out when it is printed. She will, however, enter a TA status for this well each month into the production database.

Don

CC: Carolyn Williams; Earlene Russell; Vicky Dyson

INTEROFFICE MEMORANDUM

TO: WELL FILE - API# 43-013-30972, PAIUTE WALKER 25-7

THROUGH: JOHN BAZA

THROUGH: DON STALEY

FROM: DUSTIN DOUCET DKD

SUBJECT: STATUS OF PAIUTE WALKER 25-7 WELL

DATE: 10/19/2004

CC: GIL HUNT, DAN JARVIS, EARLENE RUSSELL

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CONCLUSIONS

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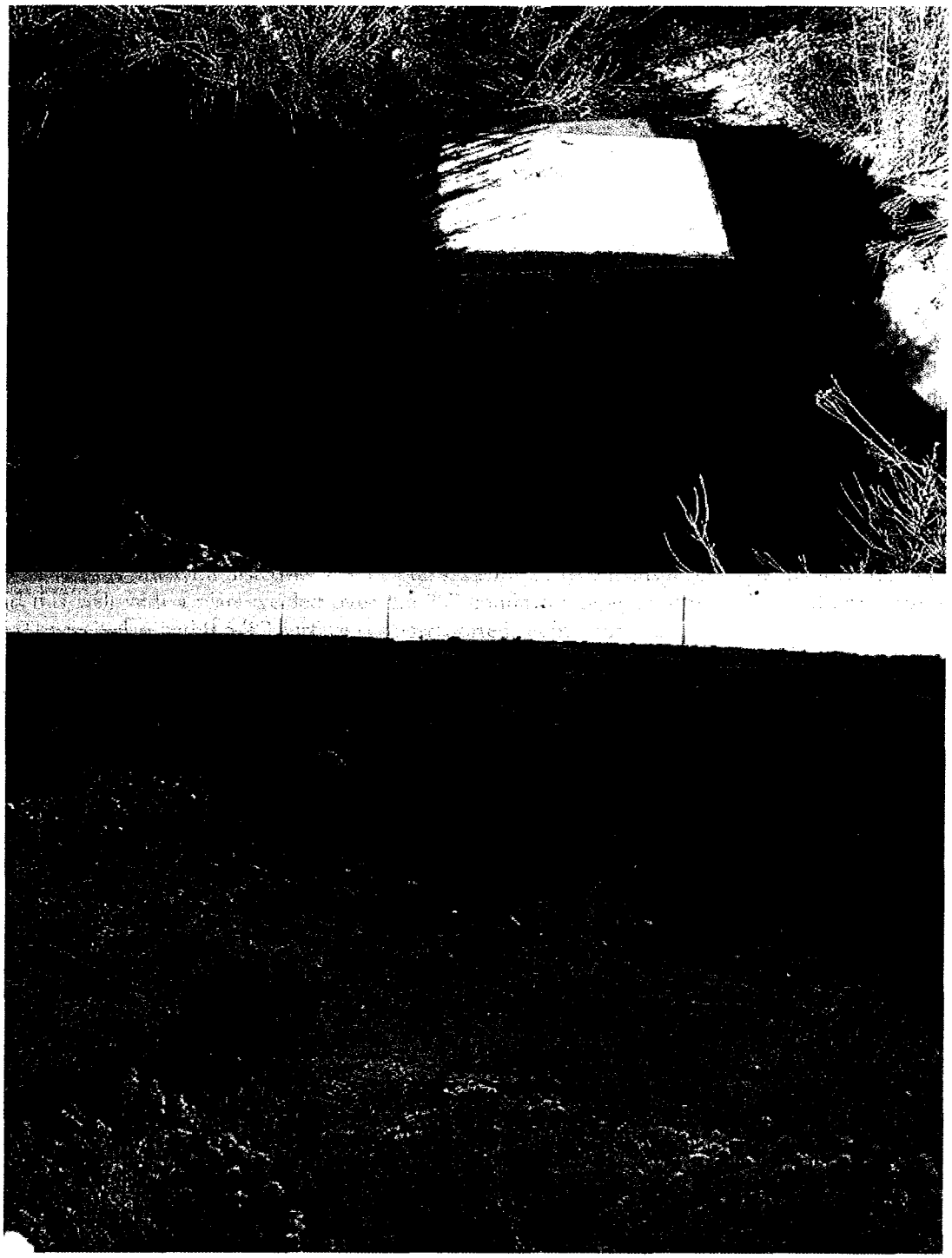
ATTACHMENT A



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To: Don Staley; Earlene Russell
Date: 08/10/2004 8:16:33 AM
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8/11/2004

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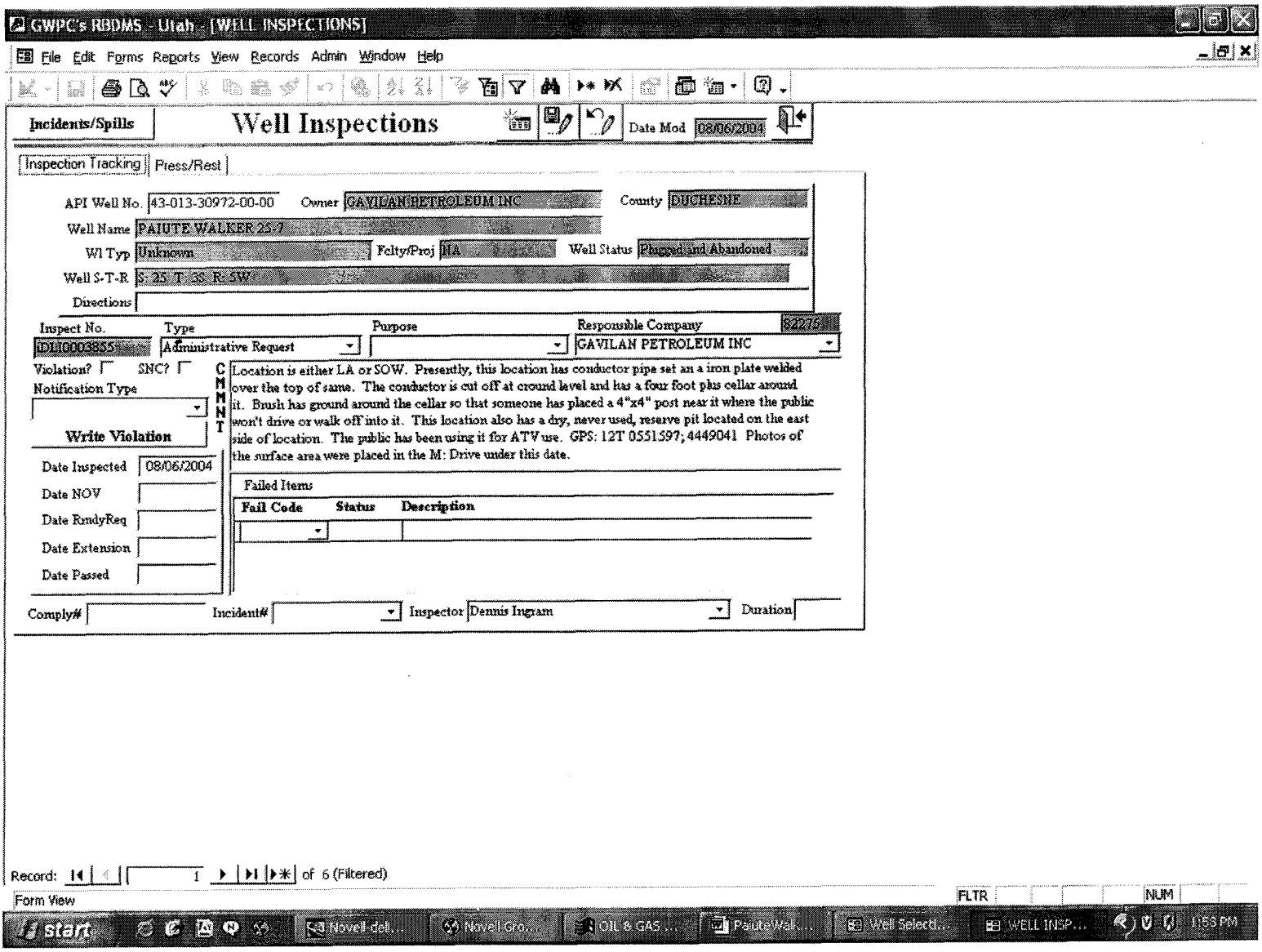
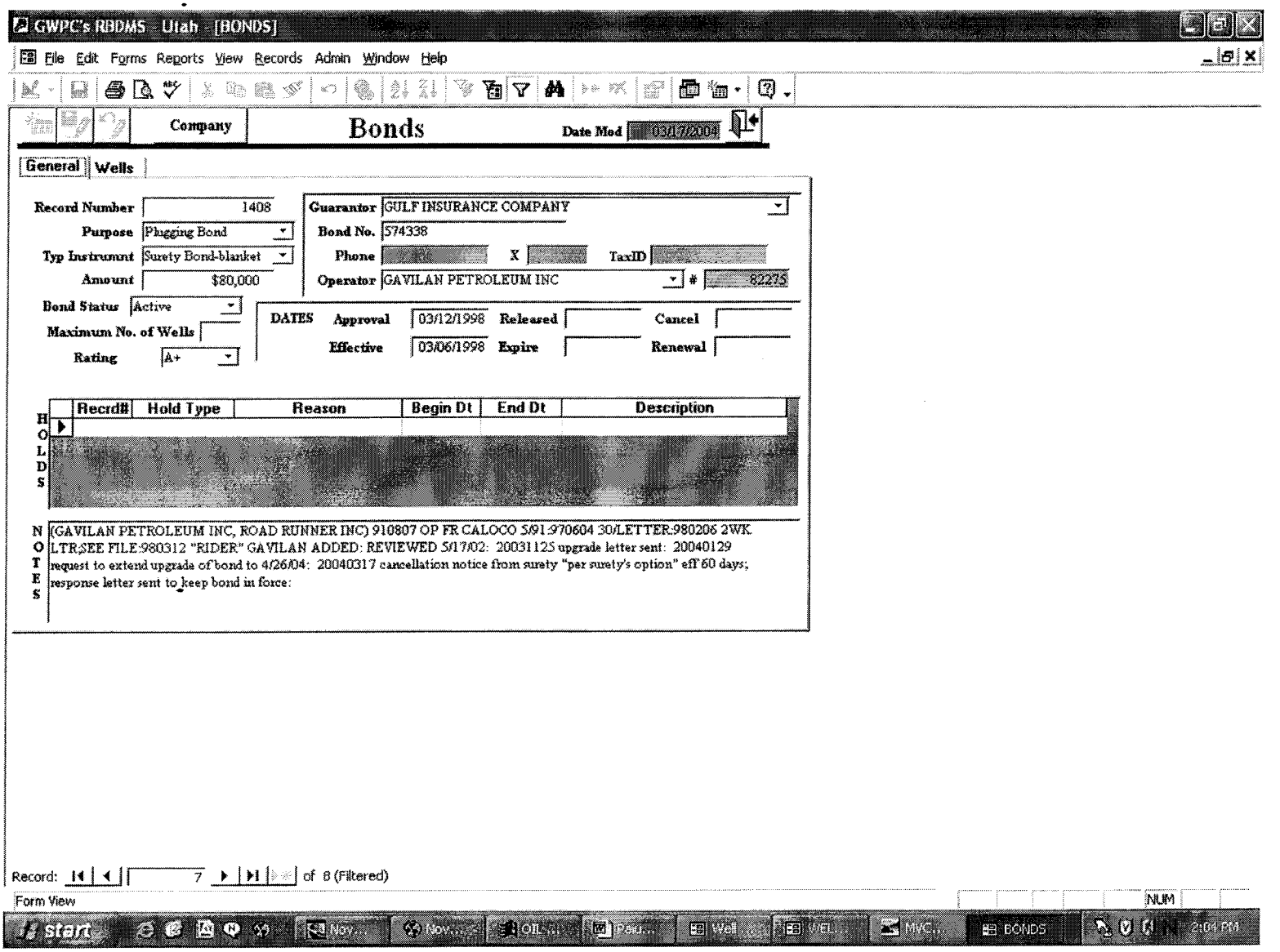

GWPC's RBDMS - Utah - [WELL INSPECTIONS]
File Edit Forms Reports View Records Admin Window Help
Incidents/Spills
Well Inspections
Date Mod 08/06/2004
Inspection Tracking
Press/Rest
API Well No. 43-013-30972-00-00
Owner GAVILAN PETROLEUM INC
County DUCHESNE
Well Name PAIUTE WALKER 25-7
Wl Typ Unknown
Fclty/Proj MA
Well Status Plugged and Abandoned
Well S-T-R S: 25 T: 3S R: 5W
Directions
Inspect No.
Type
Purpose
Responsible Company
iDLI0003855
Administrative Request
GAVILAN PETROLEUM INC
Violation?
SNC?
Notification Type
Write Violation
CMMNT
Location is either LA or SOW. Presently, this location has conductor pipe set an a iron plate welded over the top of same. The conductor is cut off at ground level and has a four foot plus cellar around it. Brush has ground around the cellar so that someone has placed a 4"x4" post near it where the public won't drive or walk off into it. This location also has a dry, never used, reserve pit located on the east side of location. The public has been using it for ATV use. GPS: 12T 0551597; 4449041 Photos of the surface area were placed in the M: Drive under this date.
Date Inspected 08/06/2004
Date NOV
Date RndyReq
Date Extension
Date Passed
Failed Items
Fail Code
Status
Description
Comply#
Incident#
Inspector Dennis Ingram
Duration
Record: 1 of 6 (Filtered)
Form View
FLTR
NUM
start
Novell-dell...
Novell Gro...
OIL & GAS ...
PaiuteWalk...
Well Selecti...
WELL INSP...
1:53 PM


GWPC's RBDMS - Utah - [BONDS]
File Edit Forms Reports View Records Admin Window Help
Company
Bonds
Date Mod 03/17/2004
General
Wells
Record Number 1408
Purpose Plugging Bond
Typ Instrumnt Surety Bond-blanket
Amount $80,000
Bond Status Active
Maximum No. of Wells
Rating A+
Guarantor GULF INSURANCE COMPANY
Bond No. 574338
Phone X TaxID
Operator GAVILAN PETROLEUM INC # 82275
DATES Approval 03/12/1998 Released Cancel
Effective 03/06/1998 Expire Renewal
HOLDS
Recrd# Hold Type Reason Begin Dt End Dt Description
NOTES
(GAVILAN PETROLEUM INC, ROAD RUNNER INC) 910807 OP FR CALOCO S/91:970604 30/LETTER:980206 2WK
LTR;SEE FILE:980312 "RIDER" GAVILAN ADDED: REVIEWED S/17/02: 20031125 upgrade letter sent: 20040129
request to extend upgrade of bond to 4/26/04: 20040317 cancellation notice from surety "per surety's option" eff 60 days;
response letter sent to keep bond in force:
Record: 7 of 8 (Filtered)
Form View
NUM
start
BONDS
2:04 PM

Gulf insurance $80,000 Bond # 574338

10/30/89 Change of Bond Letter → $50000 LOC from Wells Fargo

9/86 Inspection verified well not plugged

9/22/87 Letter to Gaviilan, backfill cellar, pit ok until finish drilling (assume well not plugged) → no mention of there

9/2/87 Inspection verified plate welded on top

3/87 effective date of general assignment from Walker to Gaviilan (no copy of Gav. signatures only walker)

7/13/84 Spud well

7/31/84 Rig shutdown for repairs

10/31/89 effective 10/31/89 Gav. operator of well from Paiute Oil

1/26/90 Gav. well never drilled (Jay Mealey) Not true

1/16/91 Gav acquired well from Paiute in '87. 80' conductor only (not true) cemented to surface w/plate prior to transfer (~~not~~ doubtful) (Jay Mealey)

1/7/92 Vicky Carney told Gav they would consider well plugged as of 9/2/87 date inspector noticed plate.

1/13/92 Inspector (Lucia) stated well was not plugged from 11/91 inspection overruled (Jimmy)

9/25/86 Photo (slide) in file showing plate welded on top (Oct 86 stamp on slide)

10/31/85 last correspondence from Paiute Oil & Mining Corp.

2/28/85 Walker (Paiute) proof of Claim for Bankruptcy court

Corey Parker
Mike Guinan

Paiute Walker 25-7 History

March 2, 1987 - effective date of general assignment of Walker Energy, Exploration, Drilling in bankruptcy to Cavanagh Operating Inc for ~~Walker~~ (signatures of Walker in file not of Cavanagh)

Lease infor - Sec 25 w½ NE¼

7/3/81 SG Covey Estate Lessor → Gulf oil lessee
3/15/82 Thomas E. Jeremy Family Trust → Gulf oil

APD Approved 7/6/84 for Paiute Oil & Mining Corp
Propose 8½" hole 7" casing to ± 9800'
13¾" hole 9 5/8" casing to 2500' (2000' reported on spud)
36" hole 20" conductor to 80'
Spud by Paiute oil Company 7/13/84 4pm (Don Johnson)

7/31/84	rig shutdown for repairs
8/31/84	"
9/30/84	Waiting on rig
10/31/84	Working on land problems
11/30/84	"
12/31/84	"
1/31/85	"
3/31/85	"
4/1/85	Waiting on lease problems
6/30/85	legal problems on land
7/31/85	"
9/31/85	"
10/1/85	"

12/30/85 – letter from DOGM demanding WCR

4/2/86 – letter from DOGM demanding monthly reports on wells & WCR

8/8/86 – 2nd Notice "

9/22/87 – Letter from Jim Thompson to Scott Seeley of Gaviland Petroleum demanding backfill of cellar and okay to reclaim reserve pit upon completion of well (Gaviland does not intend to drill well in near future)

???? – Wellbore diagram on engineering pad (author unknown) showing 9 5/8" set @ 2000', 20" set @ 80' with plate welded over hole

4/18/89 – Well review Committee – Paiute Bond changed to Gaviland (when?) for $50,000.

Inspections 8/84, 9/84 and 9/86, ~~9/87~~ – unlined pit contacted unused

Cellar open, Conductor · Surface Set and open

Inspection 9/87 – difference plate welded on top of Surface Csg.

DTS to verify Bond in place

JLT Check who holds lease – if Gaviland listed as lessee – should assume the operator

10/30/89 – Letter from Gaviland Pet (Jay Mealey) requesting ~~acting~~ release & replacement of current bond w/ $50,000 from Aetna Life & Casualty ~~cancel~~ LOC including North Duchesne 25-7

10/31/89 – effective 10/31/89 Sundry from Paiute Oil (Bob Jewett) Gaviland operator of well

1/11/90 – Letter from DOGM (DTS) requiring notice to all
1/22/90 owners of lease of Change of operator

1/24/90 – Reply from Gaviland (Jay Mealey) – leases have expired well was never drilled – Gav. no reason to notify anyone of operator change

1/16/91 – Sundry from Gaviland (Jay Mealey) → well owned by Paiute acquired by Gav in '87. 80' conductor The hole was subsequently cemented to surface with steel plate across top – Well is PA and should be removed from inactive Docum list

1/7/92 – Memo to file (Vicky Carney) – discussion w/ Bob Jewett of Gaviland (also w/ Paiute) requesting P&A data & info. Bob stated the only file they had was created in 1987 when they took over well. Well was plugged when they bought it Agreed to consider well plugged when inspector first noticed plate on top (9-2-87).

1/13/92 – Lisha Stated 11/91 inspection Stated well not PA – Jimmy stated well is plugged