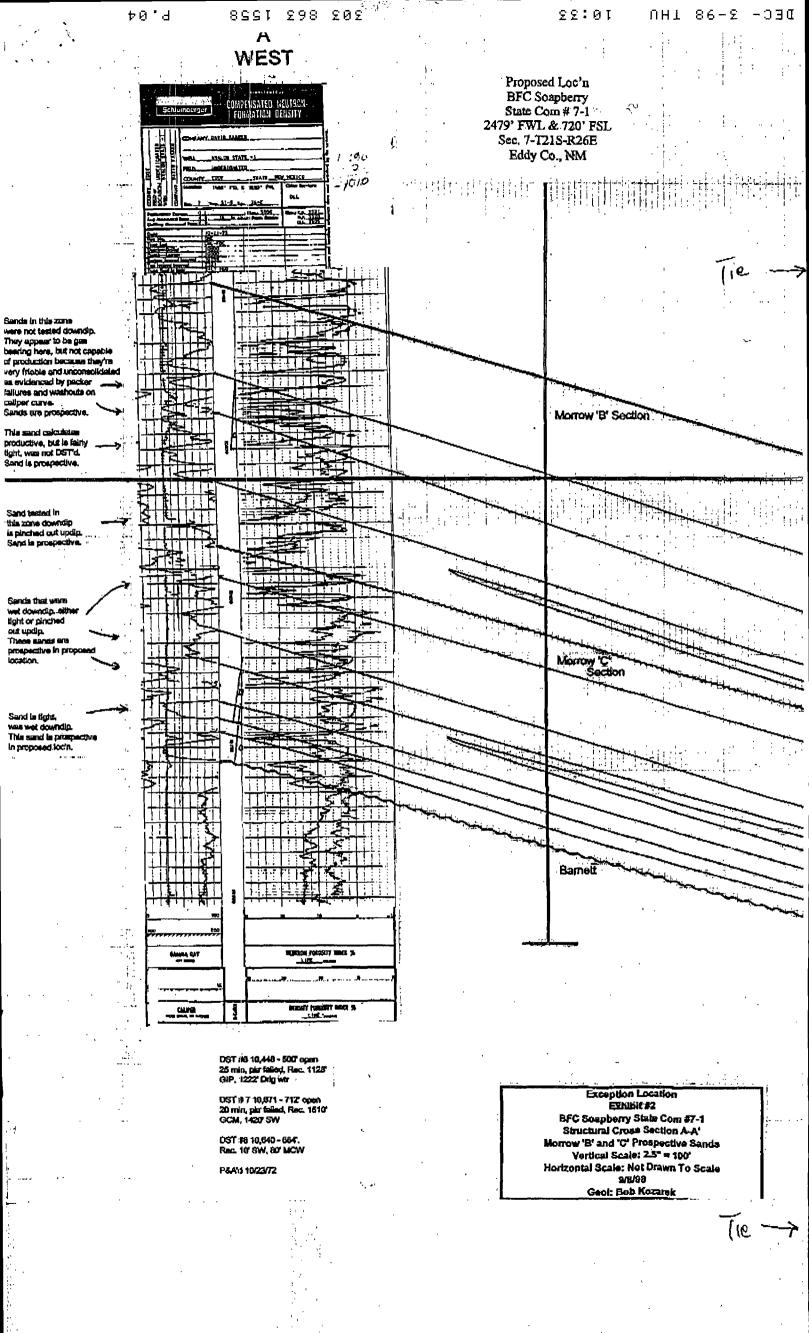
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	3 FACSIMILE TRANSMITTAL SHEET 0930 DATE 12/2/98 TIME 12/20/15/
	TO: NAME M. M. M. Ke Stogner
	COMPANY
	FAX # (505) 827-1389 PHONE #
	FROM: FROM: RASCHWENTE #
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	DException Request Cetter Goal Stating
	REMARKS: Q Geology (russ-Section 2 macs) #1 3 Landonner Agreement (6 macs)
	Please Review. Call of Questions.

This message is transmitted from (303) 863-1558. Please call  $\frac{0.65}{15}$  at (303)  $\frac{0.5}{15}$  if the message you receive is incomplete or illegible.  $\frac{376-25664}{25664}$ 

THANK

1660 Lincoln/Suite 2200/Denver, Colorado 80264/303-863-1555 /Facsimile 303-863-1558



# Bonneville Fuels Corporation

Dec. 2, 1998

Oil Conservation Division of the State of New Mexico Attn.: Mr. Michael E. Stogner 2040 South Pacheco Santa Fe, New Mexico 87505 Phone: (505) 827-8185; Fax: (505) 827-1389

#### Re: Request For Administrative Approval of a Revised Non-Standard Location Soapberry Draw State Com. 7-#1

Dear Mr. Stogner,

On September 10, 1998 Bonneville Fuels Corporation went to the field to stake a non-standard location for the Soapberry State Com. 7-#1 well at 2630' FEL & 990' FSL, Unit 'J', Section 7, T.21S., R.26E., Eddy County, New Mexico. This proposed location exception was granted by you, at BFC request, but fell on fee owned land (surface only) with parts of the location less than 150' from the fee owner's residence. BFC reviewed the geology and surface owner concerns and re-named and staked the well and location entirely on State surface (fee owner is grazing lessee) with a minimum distance to residence of 400' and a substantial berm being erected to minimize sound impacts. BFC was trying to be a good neighbor to the fee owner AND encounter the geologic resource.

Bonneville Fuels Corporation is the Lessee of Record (100%) of two (2) State of New Mexico Oil and Gas Leases which together constitute the entire south half of Section 7, T.21S., R.26E., NMPM, Eddy County, New Mexico These leases are as follows:

INCONTRICKICO.						
40.00 Acres	Tract No. V0-O-0002	Beneficiary:	MI (NMMI)	Lega	als: NE/4 SE/4	
39.50 Acres	Tract No. V0-O-0003	Beneficiary:	CS (Common	Schools) Le	egals: Lot 3	
39.38 Acres	Tract No. V0-O-0003	Beneficiary:	CS (Common	Schools) Le	egals: Lot 4	
80.00 Acres	Tract No. V0-O-0003	Beneficiary:	CS (Common	Schools) Le	egals: E/2 SW/4	
80.00 Acres	Tract No. V0-O-0003	Beneficiary:	CS (Common	Schools) Le	egals: W/2 SE/4	
40.00 Acres	Tract No. V0-O-0003	Beneficiary:	CS (Common	Schools) Le	egals: SE/4 SE/4	

Bonneville Fuels is requesting a NON-STANDARD LOCATION at the following footage:

Soapberry State Com. 7-#1

2,479' FWL & 720' FSL, Unit 'K', Section 7,

T.21S., R.26E., NMPM, Eddy County, New Mexico

on this acreage. BFC is requesting this Non-Standard Location for geologic reasons in a pro-ration unit in the Avalon Field in the Morrow and Strawn Fm. Intervals consisting of the 318.88 acres in the south  $\frac{1}{2}$  of Section 7.

A Vicinity Map is attached which indicates the presence of two (2) previously drilled statistical dry holes in the south  $\frac{1}{2}$  of section 7:

Well Name:	Operator: T.D.:	Month Drilled	Location: :	Result:
Avalon State #1:	David Fasken: 10,800'	10/72:	1400' FSL & 1650' FWL:	Dry Hole.
Cal-Mon State #1:	TXO: 10,877'	5/83:	990' FSL & 660' FEL:	Non-Commercial Completion.

It is BFC's contention that these two penetrations FAILED to intersect the heart of a potentially productive Morrow Channel incision being, respectively, on the western up-dip and eastern down-dip edges of economic production. BFC requests this Non-Standard location in order to establish economic production in this proration unit. BFC's geologist, Mr. R.J. Kozarek, has attached several log analysis exhibits which demonstrate the necessity of drilling at the requested location in order to intersect a productive interval in the Morrow at the most economic (probable) location which still allows us to address landowner concerns.

Please grant this Administrative Request as soon as possible - if it is acceptable. This material is being faxed for your immediate consideration. A hard copy will be mailed immediately. **Mike, I would really appreciate your immediate attention to this matter as I need to file the State Permit and commence location construction within the next 2 weeks.** Call me if you have any questions. I have also attached our land settlement with the fee owner if this will aid in granting this exception. Please respond to this request by fax ASAP.

Sincerely ours ELS CORPORATION ALLE Schwering, P.E. Operations/Manager: SE NM

Attachments Cc: Well File

# SURFACE USE AND DAMAGE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 1998, by and between John Etcheverry whose address is Post Office Box 36, Carlsbad, New Mexico 88220 (hereinafter referred to as "Landowner"), and Bonneville Fuels Corporation, with an address at 1660 Lincoln, Suite 2200, Denver, Colorado 80264 (hereinafter referred to as "Bonneville"), is to witness:

#### I.

#### RECITALS

WHEREAS, Landowner is the owner of and is in possession of the surface estate of the lands located in the SW/4 SE/4 of Section 7 and a State of New Mexico grazing lease covering the SW/4 of Section 7, Township 21 South, Range 26 East, Eddy County, New Mexico (the "Subject Lands"); and

WHEREAS, Bonneville is the owner of an oil and gas lease or leases which cover all or part of the Subject Lands; and

WHEREAS, Bonneville intends to enter upon the Subject Lands to conduct operations for the investigation and exploration for and the drilling, production, treating, removal and transportation of oil, gas and all associated hydrocarbon substances produced in association therewith from the Subject Lands; and

WHEREAS, Bonneville and Landowner desire to enter into this written contract as evidence of their agreement, and to provide for assurances by the parties concerning drilling operations; and

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Landowner, the parties hereto agree as follows:

#### II. USE OF SUBJECT LANDS BY BONNEVILLE

Bonneville agrees to use the surface and subsurface in the following manner.

- A. <u>Use of Surface and Subsurface</u>. Bonneville has the right to reasonably use portions of the Subject Lands in its operations for the exploring and drilling for, and the production, treating, removal or transportation of oil and gas and associated hydrocarbons. Bonneville shall be liable for any damage which may occur to any existing fences and for any death or injury which may result from Bonneville's operations to livestock, if any, on said lands. Bonneville agrees that there will be no trash along roadways, drillsites or other facilities used by Bonneville on said lands.
- B. <u>Use and Construction of New Roads or Facilities</u>. Bonneville shall construct upon the Subject Lands one roadway to its drilling site as delineated on the Well Location and Acreage Dedication Plat attached hereto, and Bonneville has the right to construct and use mud pits, pipelines and transportation facilities and the maintenance thereof, in connection with or in the transportation of oil and gas and associated hydrocarbons, materials, personnel and water to and from the well site described in Section II.A. Landowner shall have the right, at his own risk, to use such road so long as Landowner's use does not interfere with Bonneville's use thereof.
- C. <u>Removal of Structures for Improvements</u>. Bonneville has the right to remove from the Subject Lands any structures, pipelines, or any improvements as described above or any other structure or improvement not herein specifically described, which may have been placed on the Subject Lands by Bonneville.
- D. <u>Use of Water</u>. Bonneville may use any underground water, which Bonneville develops upon the Subject Lands, for the purposes contemplated herein. Bonneville currently intends to drill a water well, on Landowner's property located in the SW/4 SE/4 of Section 7.
- D. <u>Reclamation</u>. All necessary and reasonable surface damages occurring as a result of Bonneville's mineral activities will be reclaimed by Bonneville in a timely manner.

#### III. CONSIDERATION TO BE PAID FOR RIGHTS OF SURFACE USE

For and in consideration for the uses of the Subject Lands set forth herein and for any and all necessary and reasonable damages which may be done to the surface of the Subject Lands by Bonneville in exercising its rights on the property, which are confirmed by Landowner in Section II. hereof, Bonneville agrees to pay Landowner the following:

- A. <u>Compensation for Drillsite, Road and Pipeline Constructed by Bonneville</u>. Bonneville shall pay to Landowner and Landowner agrees to accept a one-time payment of Two Thousand Dollars (\$2,000) for the drillsite, road and pipeline used or constructed on the Subject Lands, which payment shall cover all normal and reasonable damages which may be caused as a result of the drilling operations upon the Subject Lands.
- B. <u>No Payments for Road Controlled by Others</u>. Bonneville will not pay Landowner for the use of any portion of an existing road or road constructed by Bonneville which is located on lands owned or controlled by the Bureau of Land Management, the Forest Service, any federal or state agency, or other fee surface landowner.
- C. <u>Compensation for Water Well and Water.</u> Bonneville will pay to Landowner and Landowner agrees to accept a one-time payment for the water well, described in Section II.C., as well as Bonneville's use of any water taken therefrom. Said payment shall be Twenty-five Thousand Dollars (\$25,000), less Bonneville's actual cost to drill, complete, and run electricity to the subject water well (not to include equipping the well with a downhole pump or drop pipe tubing). Final payment, under this Section shall be made within thirty (30) days from receipt of all invoices associated with the water well.
- D. <u>Compensation for Temporary Lodging</u>. Bonneville agrees to pay to Landowner One Hundred Dollars (\$100) per day, to be applied toward temporary lodging expenses, during that period of time when the risk of the release of sour gas from the well is greatest. Bonneville will use its best efforts to notify Landowner, of the recommended evacuation dates, approximately two (2) days prior to the well's anticipated encounter with any high risk sour gas formations.
- E. <u>Compensation for Caliche.</u> Bonneville will pay to Landowner and Landowner agrees to accept \$1.40 per yard for any caliche taken from Landowner's property located in the SW/4 SE/4 of Section 7.

# IV.

#### UNINTERRUPTED OPERATIONS

In the event of a dispute with respect to any matters arising out of this Agreement as to its terms and conditions or as to payment for any damages or losses incurred by Landowner whether or not the same were contemplated by this Agreement, Landowner agrees that Bonneville will not be prevented, in any manner, from carrying on its operations upon Subject Lands pending settlement of such dispute.

### **CONDUCT OF OPERATIONS**

A. <u>Operations Pursuant to Regulations</u>. Bonneville will conduct its operations on the Subject Lands in accordance with applicable federal, state or county governmental laws, rules and regulations. Upon termination of all operations contemplated herein on the Subject Lands, Bonneville agrees that it will restore all areas used or occupied in compliance with all applicable federal, state or county laws, rules and regulations and governmental or judicial orders which may be in effect at the time of the execution of this Agreement.

Except as set forth in this Section VI., Bonneville makes no express or implied warranty, covenant or agreement relating to the manner or method of exploration, development, drilling, production, transportation or removal of oil and gas or other associated hydrocarbons from or other operations upon the Subject Lands.

#### VII. BINDING AGREEMENT

This Agreement shall be binding upon the parties hereto, and upon their devisees, personal representatives, heirs, successors and assigns.

4

IN WITNESS WHEREOF, this instrument is executed effective the day and year first hereinabove set forth.

1

Etcheverry

#### BONNEVILLE FUELS CORPORATION

Philip & Wood Land Manager

DISTRICT I P.O. Box 1980, Hobbs, NM 88241-1980

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DISTRICT II P.O. Drawar DD, Artonia, NM 88211-0719

DISTRICT III 1000 Rio Brazos Rd., Aztec, NM 87410

DISTRICT IV P.O. BOX 2008, SANTA FE, N.M. 87501-2088

#### State of New Mexico

Energy, Minerals and Natural Resources Department

Form C-102 Revised February 10, 1994 Submit to Appropriate District Office State Lease - 4 Copies Fee Lease - 3 Copies

#### OIL CONSERVATION DIVISION P.O. Box 2088 Santa Fe, New Mexico 87504-2088

□ AMENDED REPORT

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(09/08/98 TUE) 15:53 FAX 303 863 1558 BONNEVILLE FUELS CORP

Rec. 9-8-98 Susp. NA Released 2-9-98

Bonneville Fuels Corporation A Subsidiary of Bonneville Pacific Corporation

Sept. 7, 1998

Oil Conservation Obvious of the State of New Mexica Attn.: Mr. Mictored L. Stogner 2040 South Pacheco Santa Fe, New Mexico 87505 Phone: (505) 827-8185; Fax: (505) 827-1389

Re: Request For Administrative Approval of a Non-Standard Location Soapberry State Com. 7-#J

Dear Mr. Stogner,

Bonneville Fuels Corporation is the Lessee of Record (100%) of two (2) State of New Mexico Oil and Gas Leases which together constitute the entire south half of Section 7, T.21S., R.26E., NMPM, Eddy County, New Mexico. These leases are as follows:

40.00 Acres	Tract No. V0-O-0002	Beneficiary: MI (NMMI)	Legals: NE/4 SE/4
39.50 Acres	Tract No. V0-O-0003	Beneficiary: CS (Common Schools)	Legals: Lot 3
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Bonneville Fuels is requesting a NON-STANDARD LOCATION at the following footage:

Soapberry State Com. 7-#1

2,630' FEL & 990' FSL, Unit 'J', Section 7,

T.21S., R.26E., NMPM, Eddy County, New Mexico

on this acreage. BFC is requesting this Non-Standard Location for geologic reasons in a pro-ration unit in the Avalon Field in the Morrow and Strawn Fm. Intervals consisting of the 318.88 acres in the south ½ of Section 7.

A Vicinity Map is attached which indicates the presence of two (2) previously drilled statistical dry holes in the south ½ of section 7:

Well Name:	Operator: T.D.;	Month Drilled	Location: :	Result:
Avalon State #1:	David Fasken: 10,800'	10/72:	1400' FSL & 1650' FWL:	Dry Hole.
Cal-Mon State #1:	TXO: 10,877'	5/83:	990' FSL & 660' FEL:	Non-Commercial Completion.

It is BFC's contention that these two penetrations FAILED to intersect the heart of a potentially productive Morrow Channel incision being, respectively, on the western up-dip and eastern down-dip edges of economic production. BFC requests this Non-Standard location in order to establish economic production in this proration unit.

BFC's geologist, Mr. R.J. Kozarek, has attached several log analysis exhibits which demonstrate the necessity of drilling at the requested location in order to intersect a productive interval in the Morrow at the most economic (probable) location. Please grant this Administrative Request as soon as possible – if it is acceptable. I am prepared to stake this location on Wednesday, September 9, 1998, if you grant Administrative Approval of this matter. This material is being faxed for your immediate consideration. A hard copy will be mailed immediately. Please respond to this request by fax ASAP.

Thank You for Your Consideration of This Matter, Sincerely Yours,

R.A. Schwering, P.E. Operations Manager: SE NM

1660 Lincoln / Suite 1800 / Denver, Colorado 80264 / 303-863-1555 / Facsimile 303-863-1558

SEP- 8-98 TUE 15:16

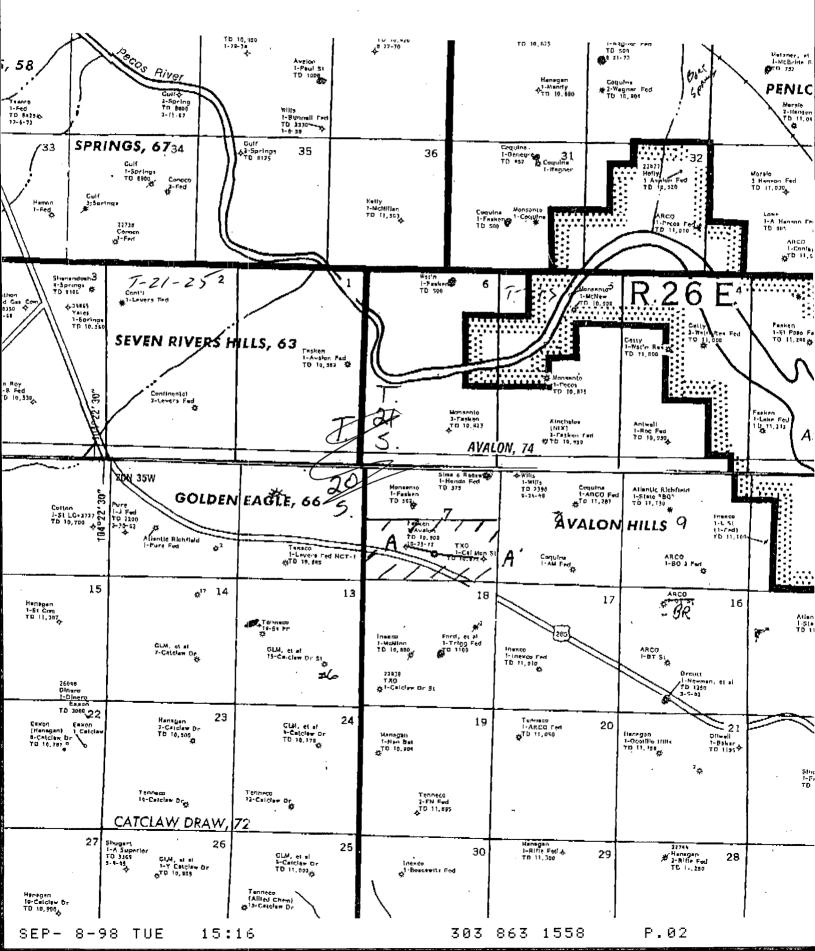
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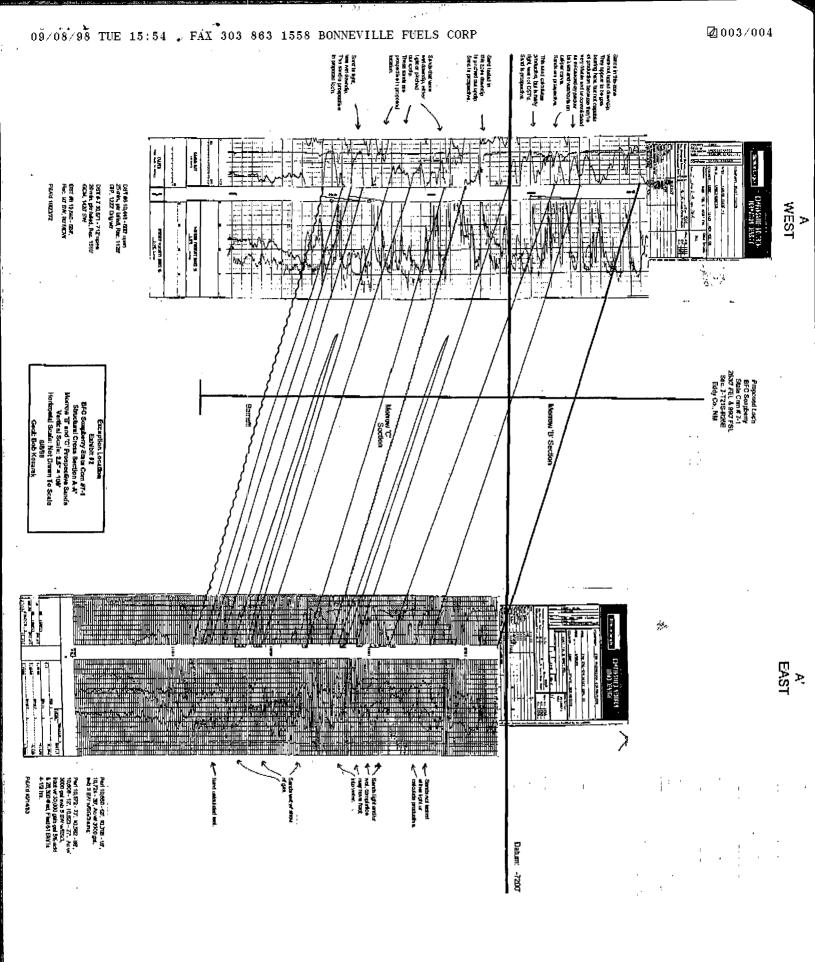
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Vicinity Map Exhibit #1



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# Geological Discussion for Bonneville Fuels Corporation's (BFC) exception location 2630' FEL, 990' FSL, Sec 7-T21S-R26E Eddy County, New Mexico.

110

Exhibit #1 – Spotter Map. Proposed Spacing Unit S/2 of Section 7 in hachures. Key wells downdip and wet TXO #1 Cal – Mon State in SE-SE Sec 7 and up dip and tight Fasken #1 Avalon State. Line of cross section A – A' with both key wells and through the proposed location.

Exhibit #2 -Structural Cross-section A – A' West to East through the key wells and the proposed location. Illustrates the Morrow 'B' and 'C' Sand packages moving updip from the TXO #1 Cal-Mon State well to the Fasken #1 Avalon State Well.

Several of the individual sand pods present in the downdip TXO well are pinched out in the Fasken well and are therefore prospective in our proposed location. Most all of the other individual sand pods that production tested slight shows of gas with water in the downdip TXO well were tight in the Fasken well.

A location at 2630' FEL and 990' FSL is necessary to intercept the thick, porous Morrow sand channels present but wet in the TXO #1 Cal-Mon State well in the optimal structural location east of the Fasken well where those same sands are mostly tight or non-existent due to stratigraphic pinch outs.

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