SW SW 1-16N-16E NAVAJO CO. 20

COUNTY Navajo AREA 20 mi/S Winslow LEASE NO. McCauley Fee

WELL NAME Joseph A. Eisele, McCauley [redacted] (Orig Sec. ~2180' fsl 100' fwl)?

LOCATION SW SW SEC 1 TWP 16N RANGE 16E FOOTAGE 660' FSL 330' FWL

ELEV 5535' ~~5547 per log~~ GR 5558' KB SPUD DATE 4-16-54 STATUS P&A COMP. DATE 6-1-55 TOTAL DEPTH 4231' ? Spls. To 4160 4195 Com Rpt ~~4260 Pal. Log~~

CONTRACTOR Rapp Drilling Company

CASING SIZE	DEPTH	CEMENT	LINER SIZE & DEPTH
10 3/4"	610'	300 sx	NA
7"	3660	0	
5 1/2"	4050	75 sx	

DRILLED BY ROTARY x
DRILLED BY CABLE TOOL
PRODUCTIVE RESERVOIR
INITIAL PRODUCTION D&A converted to water well

FORMATION TOPS	DEPTHS	SOURCE L.L.	SOURCE E.L.	REMARKS
Kaibab	Surface		x	Spudded top Kaibab
Salt	1550'			
Penn	3280'			
Granite	3700'			
Ft. Apache	1720'			

ELECTRIC LOGS	PERFORATED INTERVALS	PROD. INTERVALS
Elec. Log 613-4190' run 9-16-54	3705-35 3820-70	

SAMPLE LOG
SAMPLE DESCRP.
SAMPLE NO. T 443-[redacted]
CORE ANALYSIS
DSTs

REMARKS

APP. TO PLUG
PLUGGING REP.
COMP. REPORT x

WATER WELL ACCEPTED BY Dr. Lorene Anderman, 2302 E. Mashall, Phx. 1-20-66

BOND CO. General Casualty Company of America BOND NO. 270318

BOND AMT. $ 2500 CANCELLED 1-20-66 DATE ORGANIZATION REPORT

FILING RECEIPT 10113 LOC. PLAT x WELL BOOK x PLAT BOOK x

API NO. DATE ISSUED 4-9-54 DEDICATION Sec 1

PERMIT NUMBER 20

(over)

DRILL STEM TEST

NO.	FROM	TO	RESULTS
1	1587	1603	Rec. 570' SW & Mud FP 260#, SIP 480#/15 HH 700#
2	2815	2832	Open 30 min - rec. 2' mud

CORE RECORD

NO.	FROM	TO	RECOVERY	REMARKS
1	1592	1597	5' Lm	
2	1597	1604	7' Lm	

REMEDIAL HISTORY

DATE STARTED - COMPLETED		WORK PERFORMED	NEW PERFORATIONS

ADDITIONAL INFORMATION

13

WELL COMPLETION OR RECOMPLETION REPORT AND WELL LOG

DESIGNATE TYPE OF COMPLETION:

New Well ☐ Work-Over ☐ Deepen ☐ Plug Back ☐ Same Reservoir ☐ Different Reservoir ☐ Oil ☐ Gas ☐ Dry ☒

DESCRIPTION OF WELL AND LEASE

Operator: Joseph A. Eisele	Address: 711 N. Old Scottsdale Rd. Scottsdale, Ariz
Federal, State or Indian Lease Number or name of lessor if fee lease: Mc Cauley	Well Number: 1 / Field & Reservoir: Wild Cat
Location: SW/4 SW/4 Sec 1 T16N - R16E	County: Navajo
Sec. TWP-Range or Block & Survey: Sec 1 T16N - R16E	

Date spudded	Date total depth reached	Date completed, ready to produce	Elevation (~~DF, RKB, RT~~ or Gr.) feet	Elevation of casing hd. flange feet
4-16-54	9-16-54	Dry	5547	5549

Total depth	P.B.T.D.	Single, dual or triple completion?	If this is a dual or triple completion, furnish separate report for each completion.
4195	—	Dry.	—

Producing interval (s) for this completion	Rotary tools used (interval)	Cable tools used (interval)
—	0 - 4195	—

Was this well directionally drilled?	Was directional survey made?	Was copy of directional survey filed?	Date filed
No	—	—	—

Type of electrical or other logs run (check logs filed with the commission)	Date filed
Schlumberger ES Log.	1-27-55

CASING RECORD

Casing (report all strings set in well—conductor, surface, intermediate, producing, etc.)

Purpose	Size hole drilled	Size casing set	Weight (lb./ft.)	Depth set	Sacks cement	Amt. pulled
Surface	16"	10 3/4	—	610	300	NONE
Intermediate	9 3/4"	7"	—	3660	No Amt	3660 ft
Long String	7-7/8"	5 1/2	15#	4050	75	NONE

TUBING RECORD			LINER RECORD				
Size	Depth set	Packer set at	Size	Top	Bottom	Sacks cement	Screen (ft.)
— in.	— ft.	— ft.	— in.	— ft.	— ft.	—	—

PERFORATION RECORD			ACID, SHOT, FRACTURE, CEMENT SQUEEZE RECORD	
Number per ft.	Size & type	Depth Interval	Am't. & kind of material used	Depth Interval
2	—	3705-35	Sd. Fracture 3800 gal + 1800 sd	3705-35
2	—	3820-70	NONE	—

INITIAL PRODUCTION

Date of first production	Producing method (indicate if flowing, gas lift or pumping—if pumping, show size & type of pump:)
—	—

Date of test	Hrs. tested	Choke size	Oil prod. during test	Gas prod. during test	Water prod. during test	Oil gravity
—	—	—	— bbls.	— MCF	— bbls.	— ° API (Corr)

Tubing pressure	Casing pressure	Cal'ted rate of Production per 24 hrs.	Oil	Gas	Water	Gas—oil ratio
			bbls.	MCF	bbls.	

Disposition of gas (state whether vented, used for fuel or sold):

CERTIFICATE: I, the undersigned, under the penalty of perjury, state that I am the Agent of the J. A. Eisele (~~company~~), and that I am authorized by said company to make this report; and that this report was prepared under my supervision and direction and that the facts stated therein are true, correct and complete to the best of my knowledge.

1-17-66
Date

Joe B Barrett
Signature

RECEIVED JAN 17 1966 STATE O & G CONS. COMM.

Permit No. 20

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION
Well Completion or Recompletion Report and Well Log
Form No. 1 File: One Copy

(Complete Reverse Side)

20

ARIZONA
NAVAJO COUNTY
WILDCAT

PETROLEUM INFORMATION
DENVER CASPER
ROCKY MOUNTAIN
OIL INFORMATION

Twp 16e
Sect 11
nw sw sw

OPR: Eisele Cronin

WELL #: 1 MaCauley &ja

ELEV: 558 DF

*TOPS: Sample

Salt 1550
Pennsylvanian 3280

DSTS. & CORES:

Crd stray O & G Sands 1587-1592. DST 1587-92, 15 min, rec 850 oil & mud cut fluid. Gas flow @ 4400.

SPUD: 4-22-54

COMPL:

TD: 4660

PB:

CSG: 10-3/4" @ 610
7" @ 4660

PERF:

PROD. ZONE:

INIT. PROD: Suspended

(Contr: Rapp Drlg).

65213

*For Electric Logs on Rocky Mountain Wells—Ask Us!

32 x 8

To: Oil and Gas Conservation Commission
State of Arizona
1624 West Adams, Room 202
Phoenix, Arizona 85007

This is to advise you that I accept the abandoned wildcat well, known as the Eisele No. 1 McCauley

located on the SW¼SW¼ ¼-¼ of Section 1 Township 16N

Range 16E, County of Navajo, Arizona, as a water well to be used for domestic purposes.

Further, I accept full responsibility for the proper maintenance and use of the above well, including final plugging, in full compliance with the Rules and Regulations adopted by the Oil and Gas Conservation Commission.

I understand that I am responsible for compliance with the provisions of the State Water Code, Chapter 1, Title 45, Arizona Revised Statutes and with any applicable requirements of U.S. Geological Survey.

Signature Lorenc Anderman

Street 2302 E. Marshall

City and State Phoenix 16, Ariz.

- - - - - - - - - -

STATE OF Arizona

COUNTY OF Maricopa

On this, the 20 day of January, 1966, before me, _____, the undersigned officer, personally appeared Lorenc Anderman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public Elizabeth B. Bruckman

My Commission expires My Commission Expires Sept. 21, 1967

Permit No. 20

State of Arizona
Oil & Gas Conservation Commission
WATER WELL ACCEPTANCE
Form 26 - File one copy

32 × 1

NAVAJO COUNTY, ARIZONA
Eisele
McCauley No. 1
Sec. 1, T 16 N, R 16 E

Permit # 20 — 7908

420

TD: 4260

SPECIAL: Standard of California/W.P. Winham-6/24/57
7-5-57: LR to WPW

PALEONTOLOGICAL REPORT (No report to subscribers
July 5, 1957

1200-3360: No fossils found
3360-3370: Lower Des Moines (Cherokee) fusulines
3370-3770 (last sample examined: No fossils found
Samples examined from 1200 to 3770 feet.

7/5/57

FORM 511-10-55

SCOUT TICKET

Our No. 25

County: NAVAJO COUNTY

State: ARIZONA

Operator: INDIAN MUD COMPANY

Elev.

Farm: Eisele Well No. 1

Sec. 1 T. 16N R. 16E

Sec. Blk 2250'/S Survey 150'/W

Loc. Fr. N 330'/S Fr. S Fr. E 330'/W Fr. W

Spud 4-16-54 Comp. P&A 6-1-54 T.D. 1231' PB

Contractor Rapp Drlg. Company TP

Shot

T. An. Prod. IP

T. Salt Gor. Gr.

B. Salt Pressure: Casing Tubing

T. Yates Remarks: 5000' Granite - Wildcat

T. Grayburg

T. S. A. Salt 1154'-1548'

T. Glor. Kaw. 2280

T. C. F. Salt 541

T. Tubbs

T. Miss. Spudded in Top Coconino

T. Dev.

T. Sil.

T. Montoya

T. Simpson

T. Ellen.

4-9-54	RURT	Kpt	# 41
4-16	✓		
	6150 Spd 4-16-54		
4-28	6470 LP		
5-4	TD 575 LC Cement	Kpt	
5-12	631 LC		
5-21	775		
5-2[illegible]	840		
6-2	TD 940 LC 590-940 / 2 [illegible]		
6-9	1060 Ed & D		
6-15	1281 Kaw Gra		
	TD 1604 ft Apache prep DST		
	1592-97 rec 5' [illegible]		
	1597-1604 rec 7' ls (sat)		
6-30	TD 1[illegible]		
	1587-1603 open 90' Rec [illegible]		
	FP 260# SIP 480# [illegible]		
	2361 sd-sh sd & sh CCD		
	2837 Rng DST SSO in mud?		
	3215 Dol & Ls		
	DST 2815-2832 open 30" rec 2' mud		
	FP 0 SIP not taken CCD		

32 × 8

Permit #20.

Eisele #1
1-16N-16E, Navajo Co.

LOG

7-28	b 3595				
	a 3337-3452		15'		
	3372-3448		70'	100'	
8-4	3375				
	DST 3407-35		30' FBA		20"
	SIW & M	FP 125-125	SIP		
8-11					
8-18	TD 4090 SDO				
9-1	4200				
9-8	TD 4250 SDO				
	6 4184				
9-22	TD 4231	DST			
	DST 3270-3320		1hr	40"	
	FP 429				
9-29	TD 4231	DST	SC-C.H.	DST	
10-13	NR				
10/20	TD 4231 SD 4100				
3-23	TD 4231 WOWO				
	5½ @ 4050 / 75 sx				
	Perf Mancos 3705-35		110 shots	3820-3870	
	T-Perf Mancos 3705-35		3000 gal	1800#	800 gal
	DST 3485-4209	TR	3 hours	GB	
	240'		FP 101-134#	SIP 234#	
	HP 1825#				
	DST 3690-4204		3 hrs	WBA	180'
	FP 125-125		SIP 190#		
6-1	TD 4231	P&A 6-1-55			

RECEIVED from Amoco Prod. Co. Denver,
SEP 15 1972
O & G CONS. COMM.

SCOUT TICKET

OUR NO. 25

COUNTY: NAVAJO COUNTY

STATE: ARIZONA

OPERATOR: ~~EISELE & MCCAULEY~~ INDIAN MUD COMPANY

ELEV. 5547 KB 5540 GL (KB)

FARM: Eisele WELL NO. 1

SEC. 1 T. 16N R. 16E

SEC. BLK 2250'/S SURVEY 150'/W

LOC. FR. N 660'/S FR. S FR. E 330'/W FR. W

SPUD 4-16-54 COMP. P&A 6-1-55 D 6231' PB

CONTRACTOR Rapp Drlg. Company TP

SHOT

T. ANH. PROD. IP

T. SALT GOR GR.

B. SALT PRESSURE: CASING TUBING

T. YATES REMARKS: 5000' Granite Wildcat

T. GRAYBURG

T. S.A.

T. GLOR.

T. C.F.

T. TUBBS

T. MISS. Spudded in Top Kaibab

T. DEV.

T. SIL.

T. MONTOYA

T. SIMPSON

T. ELLEN

4-9-54	RURT			
4-14				
	6150			
4-28	6470			
5-4	TD 575			
5-12	6 60			
5-11	715			
5-26	840			
6-2	TD 940		940	
6-9	1060			
6-15	1281			
6-23	TD 1604		DST	
	1592			
6-30	TD 1723			
	DST			
7-7				
7-14	TD			

LOG

7-28	D 3555				
	D 3545				
	DST 3472	3448			
	No				
8-1	D 3735				
	DST 3407 35		30		
			12-12.5		
8-11	D 4000				
8-18	TD 4090	2D'0			
9-1	D 4200				
9-8	TD 4250	5D 0			
	D 4180				
9-22	TD 4231		DST		
	DST 3270	3320			
9-29	TD 4231	DST	SC GIK	DST	
10-13	NR				
10/20	TD 4231	5D W00			
3-23	TD 4231	W0W0			
	5½ @ 4050				
		3705-35	110	3820	3870
		3705-35		1800	140
	DST 3685-4209				3170
	DST 3690				
6-01					

FORM 511 4-49

Check Loc. 6-16N-17E

SCOUT TICKET

OUR NO. 25

COUNTY NAVAJO COUNTY

STATE ARIZONA

INDIAN MUD COMPANY
~~EISELE & MCCAULEY~~

ELEV. 5547 KB
5540 GR (est)

OPERATOR 20

FARM Eisele WELL NO. 1

SEC. 1 T. 16N R. 16E

SEC. BLK 2250'/S SURVEY 150'/W

LOC. FR. N 660'/S FR. S FR. E 330'/W FR. W

SPUD 4-16-54 COMP. P&A 6-1-55 T.D. 4231' PB

CONTRACTOR Rapp Drlg. Company TP

SHOT

T. AN. PROD. IP

T. SALT GOR. GR.

B. SALT PRESSURE: CASING TUBING

T. YATES REMARKS: 5000' Granite - Wildcat

T. GRAYBURG

T. S. A.

T. GLOR.

T. C. F.

T. TUBBS

T. MISS. Spudded in Top Kaibab

T. DEV.

T. SIL.

T. MONTOYA

T. SIMPSON

T. ELLEN.

RECEIVED JUN 17 1955 STATE O & G BOARD

4-9-54	RURT	Kaf	#41
4-14	6150		
4-28	6470 LC		
5-4	TD 575 LC		
5-12	7601 LC		
5-17	8715	620'/S	
5-26	9840		
6-2	TD 900 LC	940'/210	
6-9	10060		
6-15	11281		
6-23	TD 11604	DST	
	12592		
6-30	TD 12231		
	DST 1587-1623 90'	570' SW & Mud	
	FP 260# SIP 480#/15#	HH 700#	
7-7	13255		
7-14	TD 13287		
	13315		
	DST 13215-13332		
	FP 0 SIP 0		

LOG

7-28	D 3555				
	C 3437-3452		Rec 15'	ls shrdel	
	DST 3472-3486		open 70"	Rec	100' SW CIR
	No prod				
8-4	D 3735 Perm				
	DST 3407-35	open	30' FBA	did 24"	Rec 60'
	21 SW+M	FP 125-125		SIP 765/15	HH 1925
8-11	D 4000' Tite Hole				
8-18	TD 4090' SDO				
	✓				
9-1	D 4202				
9-8	TD 4250 SDO			4100	
	D 4186 Connected				
9-22	TD 4231 Prog	DST			
	DST 3270-3320		open 1 hr	40"	B
		FP 429			
9-29	TD 4231 Prog DST		SEC CIM in DST		
10-13	NR				
10/20	TD 4231 SD WOO				
	✓✓✓✓				
3-23	TD 4231 WOWO				
	5½ @ 4050 / 75 sx				
	Perf Mahogany 3705-35		110 holes	3820	3870
	Total perf 3705-35		3 sand	1800	Rec fl 800
	SPD 2800				
	DST 3685-4209	TK1	open 3 hrs	GB	1 hr	BTO
	Rec 240 gas cut mud		FP 161-161		SIP 238/1
	HH 1845				
	DST 2090-2704	open 3 hrs	NB 1 hr	did	Rec 180 mud
	FP 125-FP 62		SIP 190/30	HH 1775	
6-01	TD 4231 PBA 6-1-55				

Check Box. 6-16N-17E

SCOUT TICKET

OUR NO. 25

COUNTY NAVAJO COUNTY

STATE ARIZONA

OPERATOR 20 INDIAN MUD COMPANY ~~EISELE & MCCAULEY~~

ELEV. 5558 KB 5547 GR 5540 (GS)

FARM Eisele WELL NO. 1

SEC 1 T. 16N R. 16E

SEC BLK 2250'/S SURVEY 150'/W

LOC FR. N 660'/S FR. S FR. E 330'/W FR. W

SPUD 4-16-54 COMP. P&A 6-1-54 T.D. 4231' PB

CONTRACTOR Rapp Drlg. Company TP

SHOT

T. AN. PROD. IP

T. SALT GOR. GR.

B. SALT PRESSURE: CASING TUBING

T. YATES REMARKS: 5000' Granite - Wildcat

T. GRAYBURG

T. S. A.

T. GLOR.

T. C. F.

T. TUBBS

T. MISS Spudded in Top Kaibab

T. DEV.

T. SIL.

T. MONTOYA

T. SIMPSON

T. ELLEN

RECEIVED MAR 16 1965 STATE O & G CONS. COMM.

4-9-54	RURT		#41
4-14	✓		
	6150 Spd 4-16-54		
4-28	6470 LC		
5-4	TD 575 LC		
5-12	601 LC		
5-18	715		
5-26	840		
6-2	TD 940 LC		
6-9	1060 LC		
6-15	1281		
6-23	TD 1604		
	1592-94		
6-30	TD 1722		
7-1			
7-14	TD 2857		
	3215		

LOG

7-28 @ 3555 [illegible]
a. 3427-3452 [illegible] 15' [illegible] shield
DST 3472-3486 [illegible] 70" [illegible] 100' SW cut
No [illegible]
8-4 @ 3735' Perf
DST 3407-35 open 30' FBA [illegible] 24" Rec 60'
20 SW & M FP 125-125 SIP 165/165 HH 1925
8-11 @ 4000' [illegible]
8-18 TD 4090' SDO
✓
9-1 @ 4200
9-8 TD 4250 SDO
@ 4180 [illegible] [illegible] 4100 [illegible] TD [illegible]
9-22 TD 4231 Prep DST
DST 3270-3320 open 1 hr 40' [illegible]
FP 429
9-29 TD 4231 Prep DST [illegible] on DST
10-13 NR
10/20 TD 4231 SD WOO
✓✓✓✓✓✓
3-23 TD 4231 WOWO
5½ @ 4050/[illegible]
Perf Nahahin 3705-35 110 shots 3820-3870
Treat perf 3705-35 2000 gal, 1800 gal [illegible] 840 gal
0-12 DP 2800# Max 5250#
DST 3685-4209 IRT open 3 hrs GB dec to w BTO
Rec 240' gassy oil cut mud FP 101-[illegible] SIP 230#/30
HH 1845#
DST 3690-4204 open 3 hrs WBB dead Rec 180' mud
FP 125 FF [illegible] SIP 190#/30 HH 1775
6-1 TD 4231 P&A 6-1-55

STATE LAND DEPARTMENT
STATE OF ARIZONA

Form OG 51

STATE LAND DEPARTMENT
Form Prescribed Under Oil and Gas Conservation Act of 1951

NOTICE OF INTENTION TO DRILL NEW WELL

APR 9 4 52 PM 1954

This notice and surety bond must be filed and permit must be granted before drilling begins

Los Angeles Calif. April 9 19 54

State Land Commissioner

In compliance with Statewide Rule 3, notice is hereby given that it is our intention to commence the work of drilling well No. Mc Cauley #1 Sec. 1,

T. 16-N., R. 16-E., G. & S.RB. & M., _____ Field,

Navajo County.

Legal description of lease All Sec. 1, T. 16-N., R. 16-E.
(Attach map or plat to scale)

G. & S. R. M., Arizona

Location of Well: at NE Cor. of W½SW¼SW¼SW¼.
(Give exact footage from section corners or other legal subdivisions or streets)

Proposed drilling depth 4000 feet. Acres in drilling unit No. Has surety bond been filed? Yes. Is location a regular or exception to spacing rule? No.

Elevation of ground above sea level 5535 feet.

All depth measurements taken from top of Derrick floor (Derrick, floor, Rotary Table or Kelly Bushing) which is 2½ feet above the ground.

PROPOSED CASING PROGRAM

Size of Casing Inches A.P.I.	Weight	Grade and Type		Top	Bottom	Cementing Depths
10-3/4	32.4	A	A			600'

(Note: Fresh water horizons below 600' will be cased off to prevent encroachment between zones)

Intended Zone or Zones of completion:

Name	Perforated Interval
Indefinite at this time	

AFFIDAVIT:

I hereby certify under the penalty of perjury, that the information contained and statements herein made are to the best of my knowledge and belief, true, correct and complete.

L. A. Ewell
(Applicant)

By _____

Application approved this 9th day of April 19 54

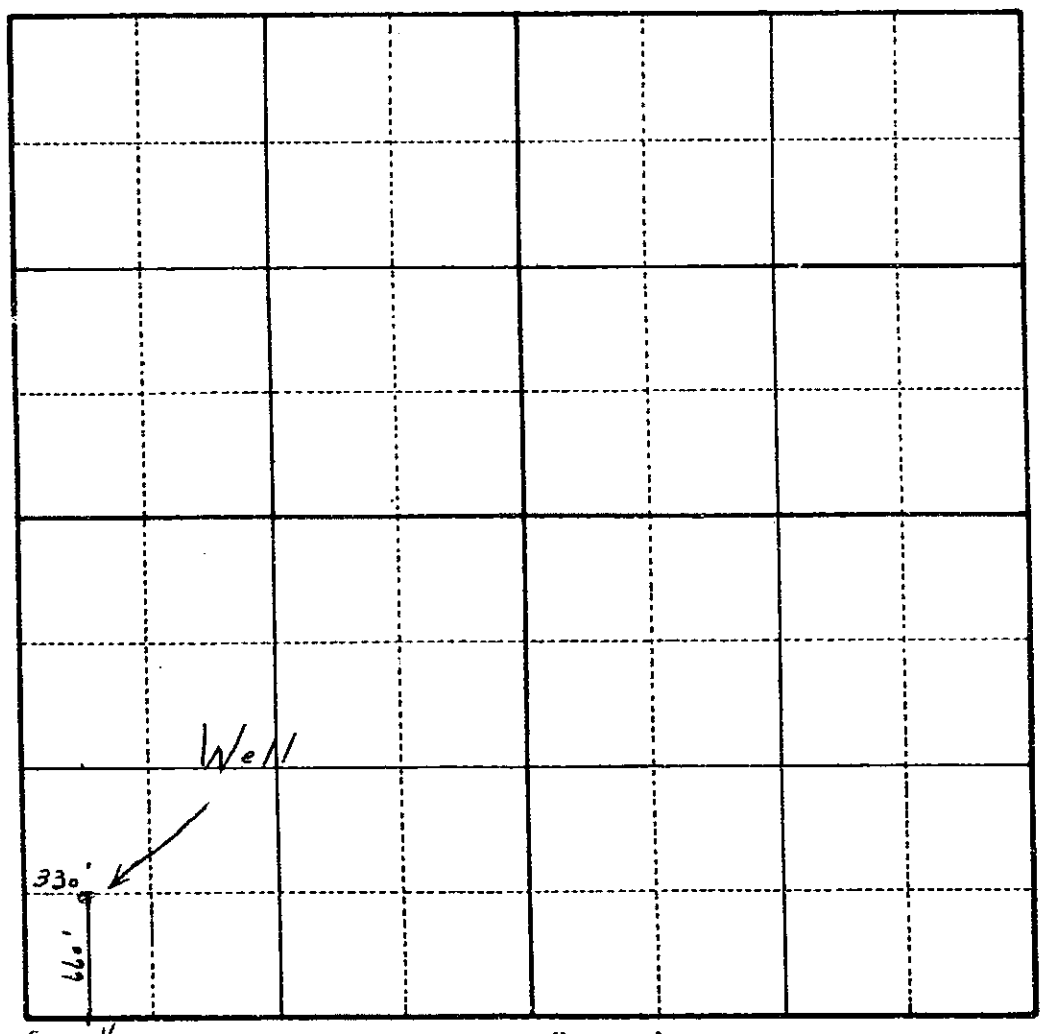
Permit NO. 20

State Land Commissioner

Rec. 2737

90

SEC. 1 T 16-N. R 16-E



C W1/2 SW SW SCALE 1" = 1000'

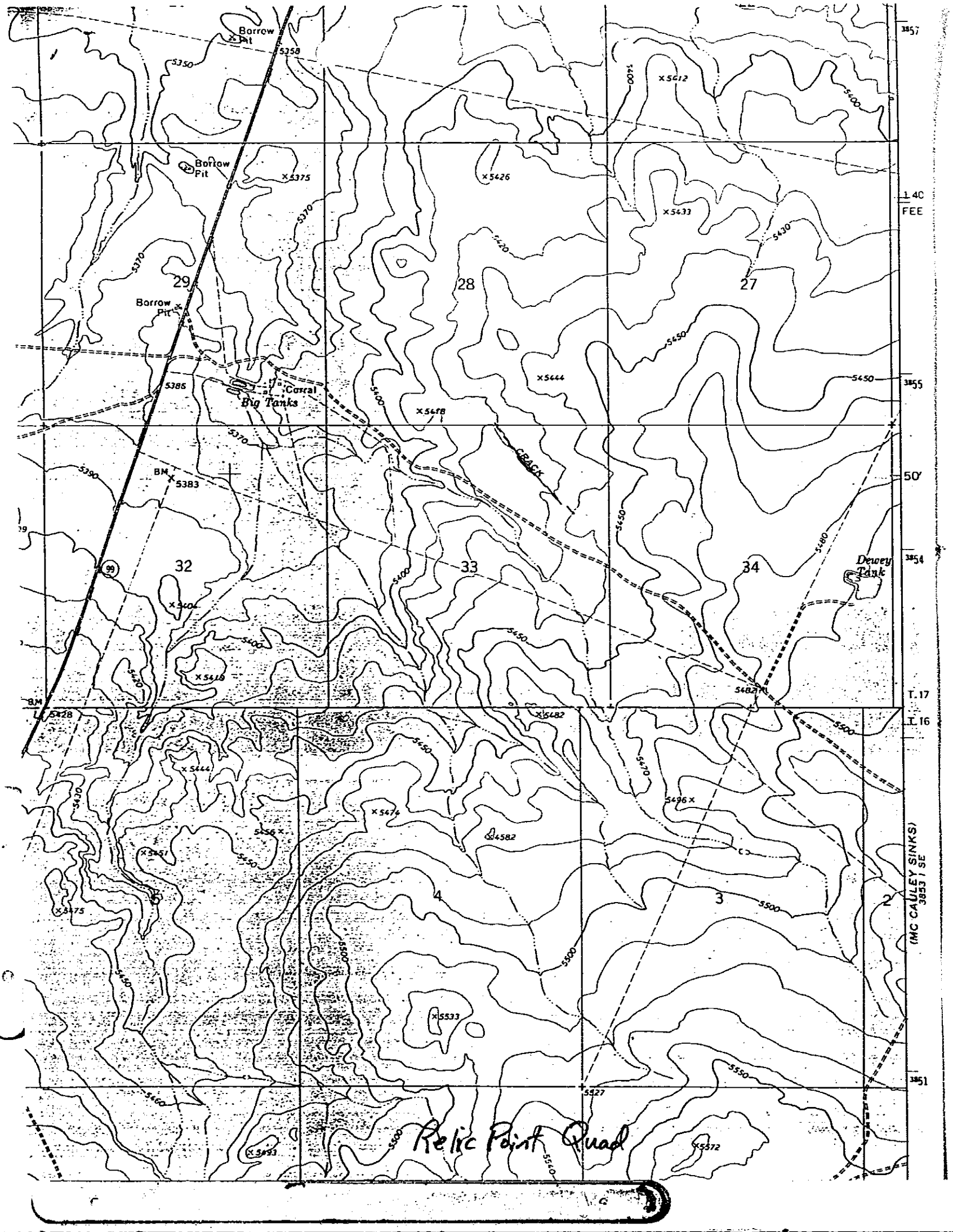
ABSTRACTED _____ AREA _____

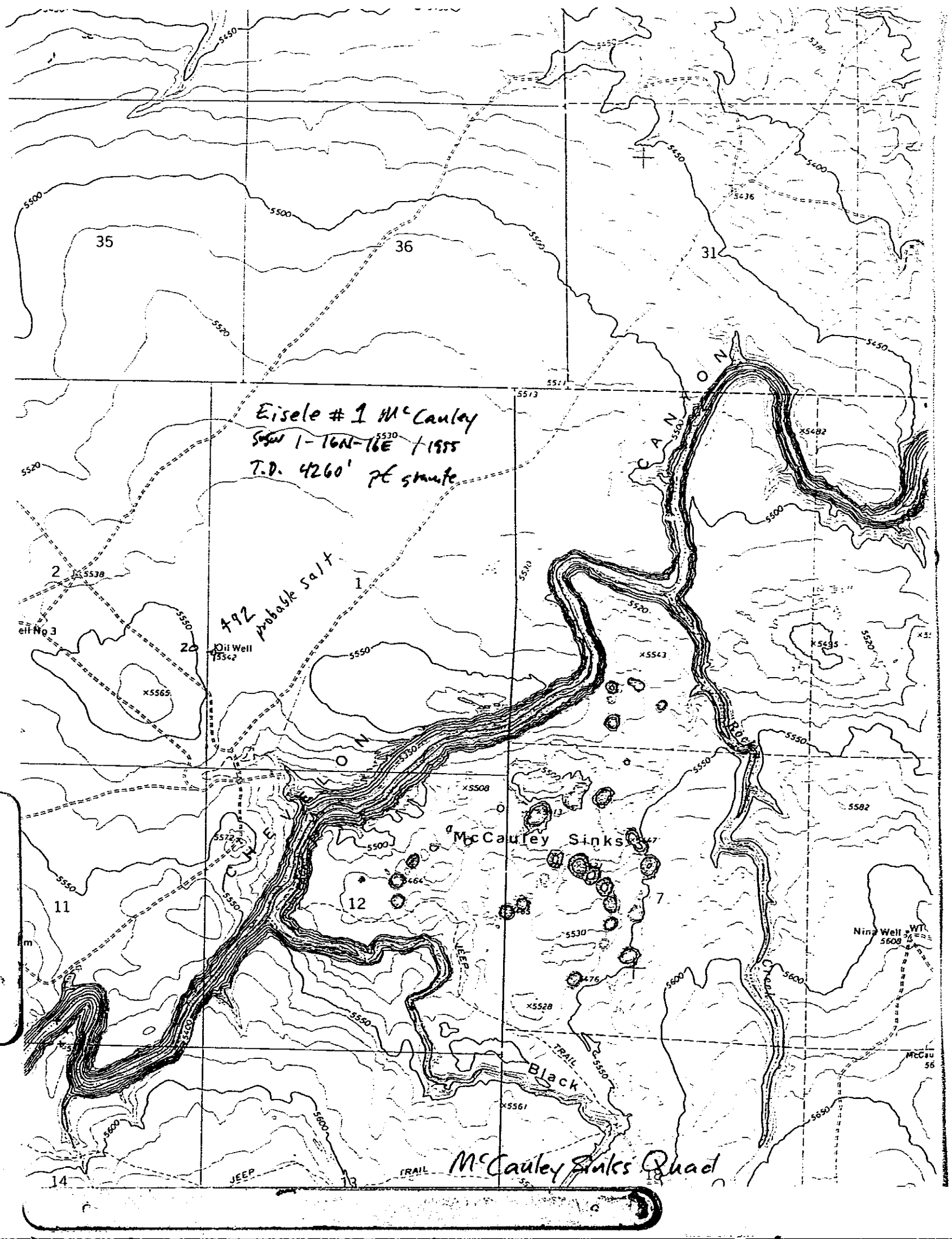
PLAT OF SURVEY FILED _____

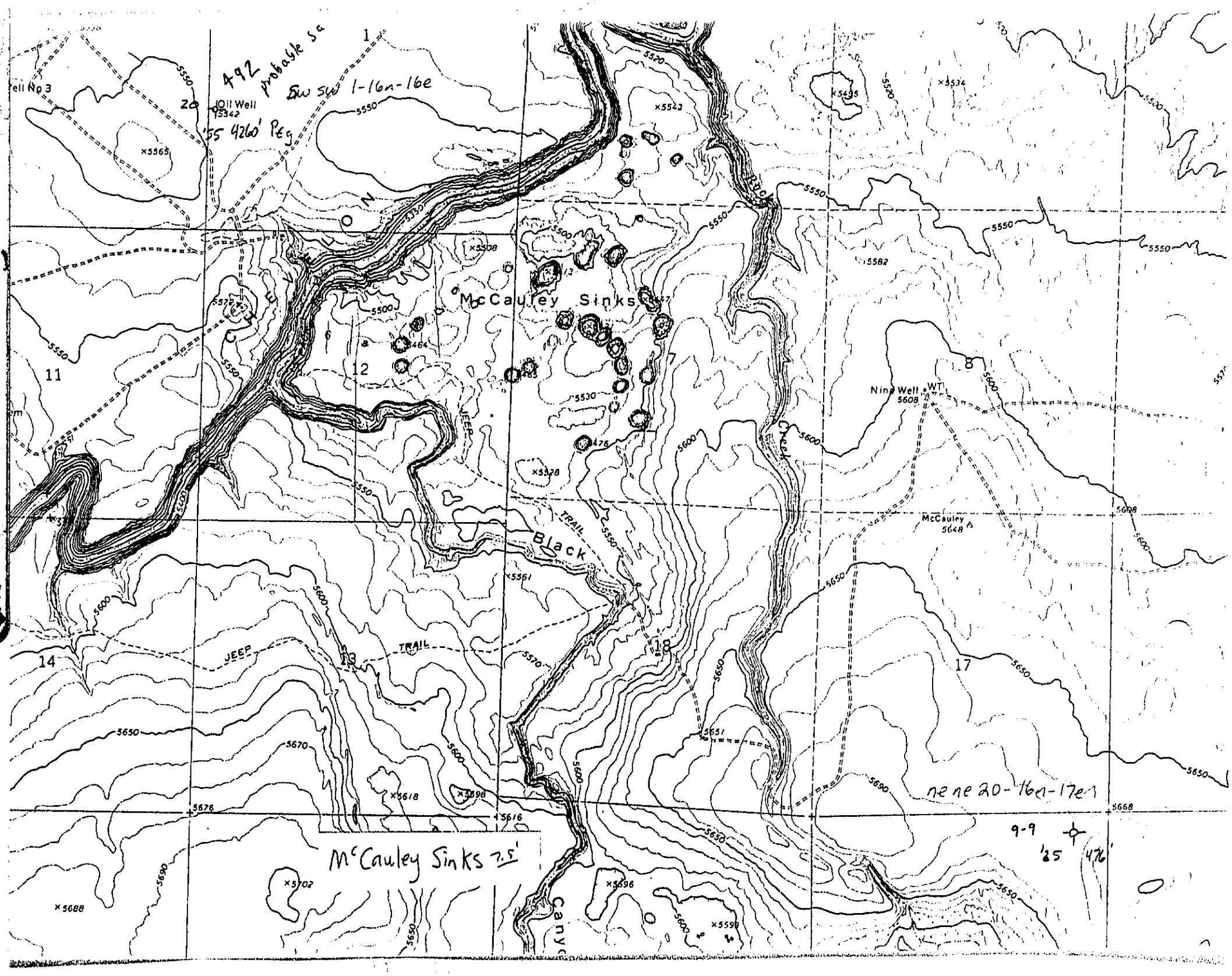
Edward E. Quesnel

90

A-FORM 901

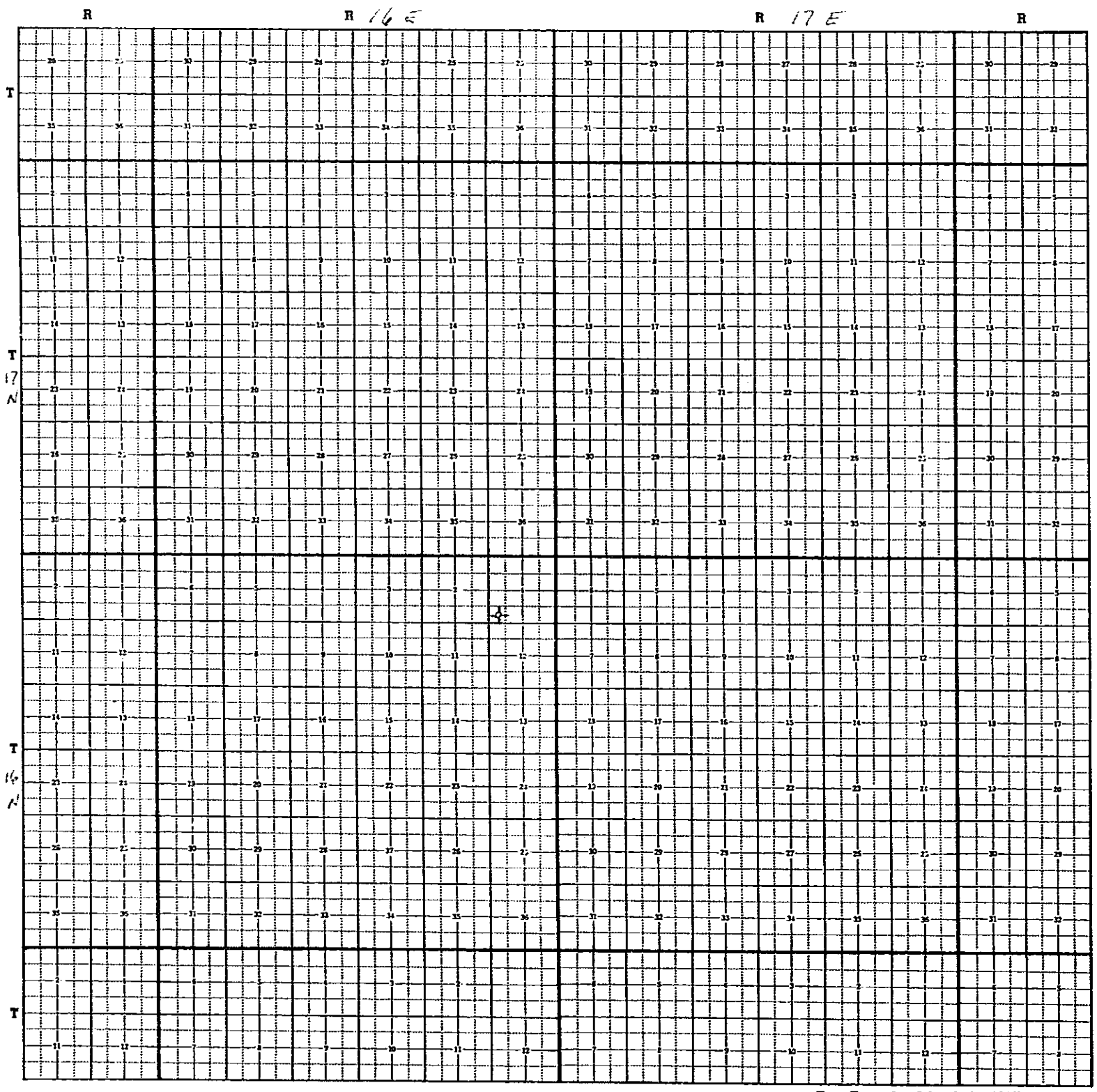

Borrow Pit
Borrow Pit
Borrow Pit
Corral
Big Tanks
CRACK
Dewey Tank
29
28
27
32
33
34
4
3
2
T. 17
T. 16
(MC CAULEY SINKS)
3853 I SE
Relic Point Quad


Eisele # 1 McCauley
Sec 1 - 16N-16E / 1955
T.D. 4260' pt structure
492 probable salt
McCauley Sinks
McCauley Sinks Quad
Oil Well
Nina Well
Black
Creek
JEEP
TRAIL
35
36
31
2
1
11
12
7
14
13
18

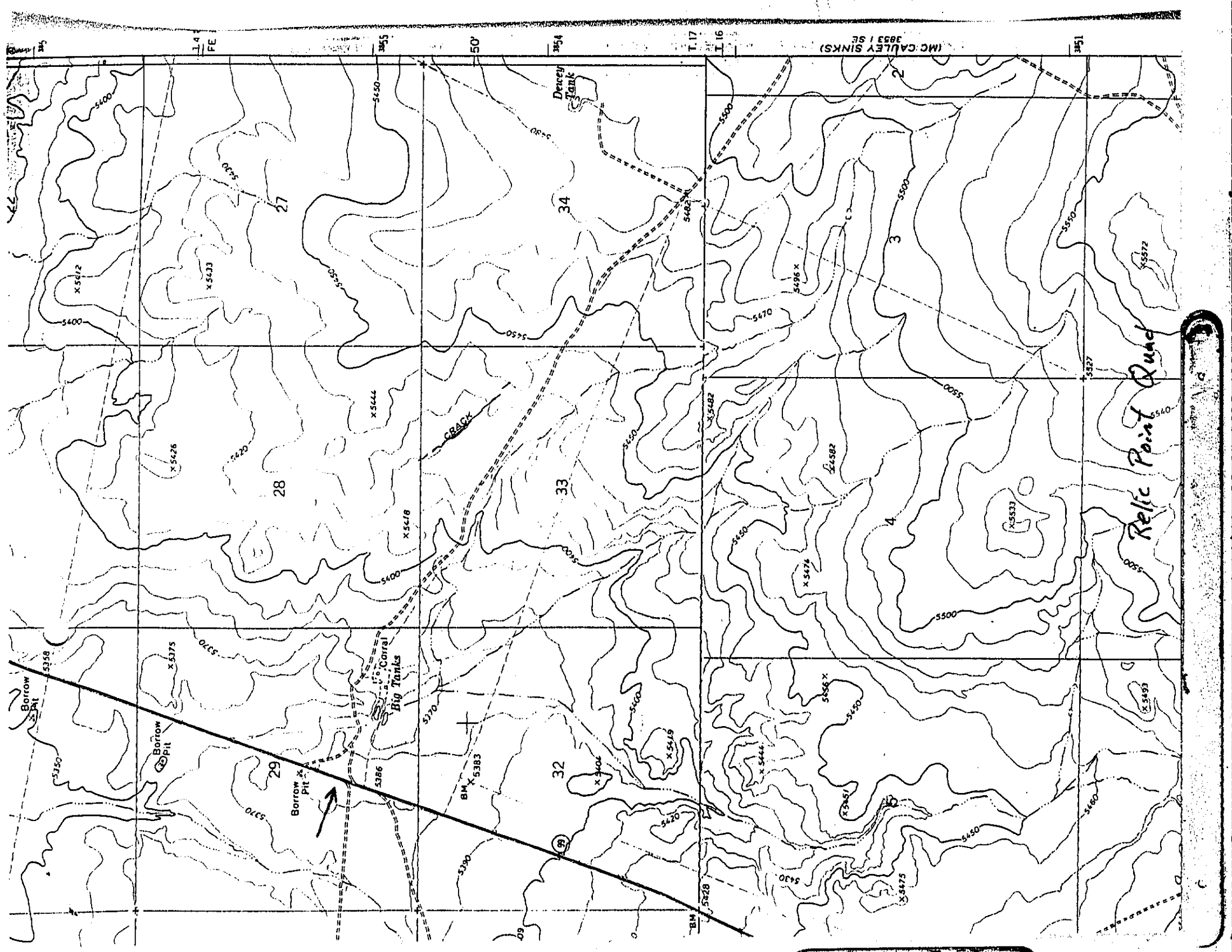

492 probable sa
Sw sw 1-16n-16e
'55 4260' Peg
Oil Well
5342
McCauley Sinks
Nine Well
5608
McCauley
5648
Black
JEEP TRAIL
ne ne 20-16n-17e
9-9
'25 476'
McCauley Sinks 7.5'
Canyon
1
11
12
7
8
14
13
18
17

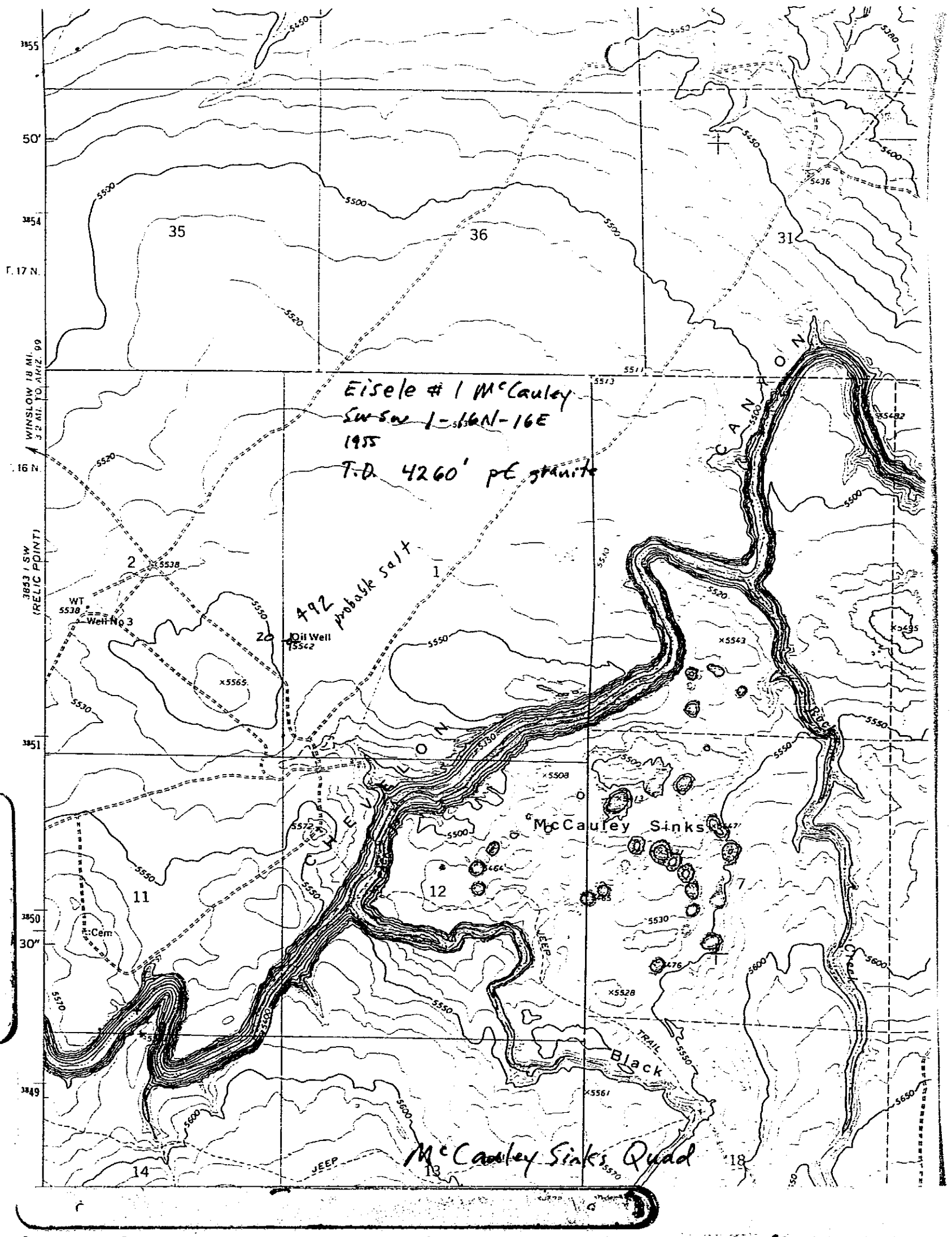
No. 4B. TOWNSHIP PLAT. —Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colorado

County Navajo, State Arizona



Four Township Island plat (½" to the mile)


(MC CALLEY SINKS)
3853 I SE
T. 17
T. 16
Dacey Tank
CRACK
Corral
Big Tanks
Borrow Pit
Borrow Pit
Borrow Pit
Relic Point Quad
27
28
29
32
33
34
2
3
4
10
5500
5550
5533
5572
5582
5482
5496
5470
5450
5400
5420
5430
5370
5350
5358
5375
5386
5383
5390
5428
5475
5493
5461
5444
5418
5426
5412
5433
5444
5404
5419
5456
5476
5540
5460


Eisele # 1 McCauley
SW-SW 1-16N-16E
1955
T.D. 4260' pЄ granite
492 probable salt
McCauley Sinks
Black
McCauley Sinks Quad
Oil Well
Well No 3
WT
Cem
JEEP
TRAIL
35
36
31
2
1
11
12
7
14
13
18
T. 17 N.
T. 16 N.
50'
30"
3855
3854
3853
3852
3851
3850
3849
5450
5500
5520
5530
5538
5542
5565
5543
5508
5572
5528
5561
5436
5600
5650

32 x

State of Arizona
Arizona Geological Survey
416 W. Congress, Suite 100
Tucson, Arizona 85701
(520) 770-3500

Fife Symington
Governor

Larry D. Fellows
Director and State Geologist

December 12, 1995

Mr. Jeff Garrett
Bureau of Land Management
2015 West Deer Valley Road
Phoenix, Arizona 85027

Dear Jeff:

The information we discussed from the Eisele #1 McCauley well is enclosed. This information includes the completion report, letter dated September 13, 1972, from Amoco Production Company, and the early scout ticket referred to in the Amoco letter. Why the letter was written and received by the Commission in 1972 and the scout ticket was received by the Commission in 1965 I cannot explain, other than that the Commission already had a copy of the scout ticket in the file.

Let me know if I may be of further assistance.

Sincerely,

Steve Rauzi

Steven L. Rauzi
Oil & Gas Program Administrator

Enclosures

ps I've made a dark copy of the scout ticket to get of much of the original to show up as possible.

File in permit #20

Amoco Production Company
Security Life Building
Denver, Colorado 80202

September 13, 1972

Mr. E. A. Koester
Oil and Gas Conservation Commission
4515 N. 7th Avenue
Phoenix, Arizona 85013

Dear Ed:

Attached is our scout ticket on the Eisele well. This data was assembled in the "old days" of detailed scout checks so it should be pretty good. As you can see, there is no report of flowing gas and the TD is 4231 by the ticket. However, sample TD is 4260. The Schlumberger log gives a depth of 4190.

Our tops (from various workers): Permit #20 1-16N-16E - Navajo Co.

T/Naco Penn 2285' (E Log)
T/Miss 3400' (E Log & Sample Log)
T/Dev Martin 3730' (E Log)
or
T/Carbonate 3470' (Sample Log)

One of our geologists ran the samples in 1957 and felt Granite Wash was drilled from 3770' to about 4200' and that granite was penetrated to sample TD 4260. Geo Log gives 3730' as top pre-Cambrian granite. I am enclosing an extra Geo Log copy that you can have if you need it.

We believe there is a relatively normal section in the Sinclair Cow Springs 34N-8E well, based on regional correlations. The Collins well does indeed have a very thin Pennsylvanian section (78'?), while wells to the south (Sinclair #1 Santa Fe 28N-1W and Lockhart #1 Babbitt, 27N-9E) appear to be lacking in Penn sediments. This area of thinning extends north into southern Utah. Frankly, Ed, I have not done enough work on a regional scale to say whether this is an isolated uplift as Turner implies or whether it is just a regional thinning out of the Paleozoic geosyncline to the west. This is part of an area I have been trying to get some studies started in, but have not been able to procure the personnel.

28-57N-14E

RECEIVED
SEP 18 1972
O & G CONS. COMM.

Apparently Humble is having velocity problems--witness their #2 well. I was surprised to hear they are moving southeast. Getting into the Sonoran embayment it looks like to me.

Hope the info will be of some help.

Sincerely,

Glenn

H. G. Richards

HGR/cdm

Enclosures: Scout Ticket
Geo Log

January 20, 1966

Mr. Joseph A. Eisele
711 N. Old Scottsdale Road
Scottsdale, Arizona

Re: Eisele #1 McCauley Fee well
SW/4SW/4 1-16N-16E, Navajo County
Our File 20

General Casualty Company of America Bond 270318

Dear Mr. Eisele:

Inasmuch as the requirements of the Rules and Regulations of this Commission concerning the captioned well have been fulfilled, this letter will constitute the authority from this Commission to terminate captioned bond.

Very truly yours,

John Bannister
Executive Secretary
mr

cc: General Insurance Company of America
680 S. La Brea
Los Angeles, California 90036

32 x

OFFICE OF
Oil and Gas Conservation Commission
STATE OF ARIZONA
ROOM 202
1624 WEST ADAMS
Phoenix, Arizona 85007
PHONE: 271-5161

January 20, 1966

Mr. Joseph A. Eisele
711 N. Old Scottsdale Road
Scottsdale, Arizona

Re: Eisele #1 McCauley Fee well
SW/4SW/4 1-16N-16E, Navajo County
Our File 20

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Very truly yours,

John Bannister
Executive Secretary
mr

cc: General Insurance Company of America
680 S. La Brea
Los Angeles, California 90036

Mr. John Bannister

You should have all these dealings with Dr. Lorenz Anderman - 2302 East Marshall St. Phoenix as the well is his when it becomes a is classified as a water well. We only hold this by the mineral rights - Dr. Anderman own all the grazing rights - The casing etc is our personal property as we had a "quiet title" suit on it. I understand the Extension Div. of the University is going to check the method in which this well is plugged or rather the different water strata are sealed. There is an

#70

iron plug and cable some
where about 4000 ft stuck
in the casing so Mr.
Barret could not plug
past the bottom anyway.
I surely overlooked the fact
that Dr. Anderman will
be the person the well may
be of value to as a water
well. I pray that this
can all be straightened
out correctly now. Please
be kind enough to send
me a copy of your
regulations & rules and
the requirements of the
St. Water Code, Chapter
T, Title 45 etc as referred
to in this release or

whatever these forms are
and also please show
Mr. Anderman a copy so
we will all know what
this is all about.
I hope now this leaves
me out of all this as
I think I have always
been out of it if everything
had been looked at from
the proper angle.
Please tell me also
is not Mr. Eisele's bond
only to satisfy the state
Land rules. I do not see
just how we or Mr. Anderman
are involved at all except
that we naturally do not
want the well ruined for

32 × 1

the first 1000 ft. that is all that is needed for a water well —

Your truly

Mina M. McCauley
Box 66
Winslow, Arizona

P.S. I am also returning Mr. Eccles' draft and forms.

Everyone assures me that there is nothing to all this in the way of responsibility but these forms do not imply that —

M. M.

32 × 1

January 10, 1966

Mrs. Nina McComant McCauley
P.O. Box 66
Winslow, Arizona

Re: Eisele #1 McCauley Fee well
SW/4SW/4 1-16N-16E, Navajo County
Our File 20

Dear Mrs. McCauley:

Mr. Joe Barrett was in this office today and reported that you had decided to assume the captioned well as a water well to be used by your ranch.

For this purpose we are enclosing two copies of our Form 26. Will you please sign you acceptance, secure the proper notarization, and return a copy to this office on or before January 24, 1966.

Once you have assumed responsibility for this well this office will have no further interest in the well.

Inasmuch as there has been unwarranted delays in compliance with the orders of this Commission no further extension of time will be granted.

Very truly yours,

John Bannister
Executive Secretary
mr
enc

cc: Mr. Joseph A. Eisele, 711 N. Old Scottsdale Rd.,
Scottsdale, Arizona

20

From the Desk of

JOHN BANNISTER

Joe Barrett called 12-18-65
wants to set cement to 3690
(from bottom). This OKed
Surface plug 20' + marker
also ordered.

JB
12-18-65

#20

32 × 1

Winslow, Arizona
Dec. 15th, 1965.

Mr. Joseph A. Eisele
711 North Old Scottsdale Road
Scottsdale, Arizona

RECEIVED
DEC 17 1965
STATE O & G
CONS. COMM.

Carbon Copy to Mr. John Bannister, Ex Secy.,
Oil & Gas Commission, State of Arizona, Phoenix.

Dear Sirs -

Re - Mr. Bannister's letter of Dec. 1st, 1965, copies to John McCauley, Molly McCauley McFeen and General Bro. Co and Mr. Eisele's letter of Dec. 13th, 1965 enclosing release # 20.

We are returning the release to Mr. Eisele as we do not understand the responsibility involved and do not care to sign this. You all go ahead with your plans of having this well plugged. Persons with legimate reasons to enter this property are always allowed

10

the [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] the [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] the [illegible] we [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] is

[illegible] [illegible] [illegible] [illegible]
John M[illegible] [illegible] [illegible] #2-7-4557
Molly M[illegible] [illegible] [illegible] #27-471

We would [illegible] [illegible] [illegible]
[illegible] [illegible] about [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] any time [illegible] [illegible]
[illegible] you [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] until
the [illegible] [illegible] finished.

Mr. [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

I would like to commend Mr.
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] the [illegible] on the [illegible]

of the well and a 14 horse power Wisconsin engine.

Be assured that I am available at any time to assist any designated person on this property.

May our Infant Savior bless you all at the holy season.

Your very truly,

Nina M Clement McCarty
Box 66
Winslow, Arizona

32 ×

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

X Mrs John W Cauley

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
12-22-65	

CSS—16—71548-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

WINSLOW
DEC 2
1985
ARIZ

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	OIL & GAS CONSERVATION COMMISS
CERTIFIED NO. 461062	STREET AND NO. OR P. O. BOX STATE OF ARIZONA 1624 WEST ADAMS - SUITE 202 TELEPHONE: 271-5161
INSURED NO.	CITY, ZONE AND STATE PHOENIX, ARIZONA, 85007

POD Form 3811 Jan. 1958

CSS—16—71346-4

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Joseph A Enech

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
12-2-65	

C55—16—71548-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300

SCOTTSDALE
DEC 2
PM
1985
ARIZ.

POSTMARK OF
DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

OIL & GAS CONSERVATION COMMISSION
STATE OF ARIZONA
1624 WEST ADAMS - SUITE 202
TELEPHONE: 271-5161
PHOENIX, ARIZONA, 85007

REGISTERED NO.	NAME OF SENDER
CERTIFIED NO. 461061	STREET AND NO. OR P. O. BOX
INSURED NO.	CITY, ZONE AND STATE

POD Form 3811 Jan. 1958

CSS—16—71546-4

CERTIFIED MAIL
No. 461061

December 1, 1965

Mr. Joseph A. Eisele
711 N. Old Scottsdale Road
Scottsdale, Arizona

Re: Eisele #1 McCauley well
SW/4SW/4 1-16N-16E, Navajo County, Arizona
Permit 20

Dear Mr. Eisele:

By letter dated August 3, 1965 the captioned well was ordered plugged. However, due to later events, extension of this order was granted until December 1, 1965.

Inasmuch as no further action has been reported, this letter will constitute the final order of this Commission that the well be plugged no later than December 31, 1965, and that the Plugging Record and Well Completion Report be on file in this Commission by that same date.

Should you fail to act the Commission will have no recourse other than to go against your bond.

Should you have any questions concerning this order, will you please advise.

Very truly yours,

John Bannister
Executive Secretary
mr

cc: Mrs. Mollie McCauley McLean, P.O. Box 66, Winslow, Arizona
Certified No. 461063

Mr. John McCauley, 1420 Campbell, Winslow, Arizona
Certified No. 461062

General Insurance Company, P.O. Box 10157, Phoenix, Arizona
Attention: Mr. McKirchy

October 1, 1965

Memo to File
From: John Bannister, Executive Secretary

Re: Eisele #1 McCauley Fee well
SW/4SW/4 1-16N-16E, Navajo County
Permit 20

By telephone conversation this date with Mr. John McCauley, mineral rights owner, it was agreed that the Commission would grant him until December 1, 1965, during which time to attempt to deal with some companies for the logging, etc. of this well.

In the event that this has not been accomplished by December 1, 1965, he was informed that the Commission would grant no further extensions and would order the well plugged at once.

mr

August 4, 1965

General Insurance Company of America
680 S. La Brea Avenue
Los Angeles, California 90036

Re: Your Bond 270318, Amount $2,500
Principal, Joseph A. Zisele
Covering oil and gas well located
SW/4SW/4 S1-T16N-R16E, Navajo County, Arizona
Our File 20

Gentlemen:

Would you please furnish this office with a copy of the captioned bond, together with the applicable power-of-attorney.

Your earliest cooperation is very much appreciated.

Yours very truly,

John Bannister
Executive Secretary
mr

20

32 × 1

Eisele

c/o Bel Air Auto Leasing
Scottsdale

947-3778

No 'phone @ ranch

Mollie McCauley McLean

Winslow: 289-4577

John McCauley
Tel: 289-4557
1420 Campbell
Winslow.

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Joseph Eisele by Pam Simpson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
8-6-87	

CSS—16—71348-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER OIL & GAS CONSERVATION COMMIS STATE OF ARIZONA
CERTIFIED NO. 461053	STREET AND NO. OR P. O. BOX 1624 WEST ADAMS - SUITE 202 TELEPHONE 271-5161
INSURED NO.	CITY, ZONE AND STATE PHOENIX, ARIZONA 85007

CSS—16—71548-2

POD Form 3811 Jan. 1958

CERTIFIED MAIL
NO. 461053

August 3, 1965

Mr. Joseph A. Eisele
Bel-Air Automobile Leasing Company
11750 Wilshire Boulevard
Los Angeles, California

Re: Eisele #1 McCauley well
SW/4SW/4 1-16N-16E, Navajo County, Arizona
Permit 20

Dear Mr. Eisele:

On June 17, 1965 you telephoned and stated that you would be in on July 1 or July 2 and would clear up the plugging of captioned well. To date we have heard nothing further from you.

It has been the desire of this Commission to cooperate with you; however, we have no alternative but to demand that the plugging action on the captioned well be accomplished.

The well shall be plugged as outlined in this Commission's order to you dated March 11, 1965, or if you prefer, by setting a fifty-foot cement plug at the bottom and cement plugs at the intervals 3800-3890 feet and 3685-3755 feet. A twenty-foot cement plug shall be set at the surface from which a four-inch pipe must protrude a minimum of four feet above the ground surface. A permanent sign shall be welded or otherwise permanently attached to this pipe showing the well name, location, operator's name, permit number and date completed.

If we fail to hear from you within a reasonable period, outlining the action you have taken, we have no alternative but to request the action of our Attorney General to secure the plugging of this well.

Yours very truly,

John Bannister
Executive Secretary
mr
enc

Plugging Record, Well Completion Report

cc: Mrs. Mollie,McLean, P O Box 66, Winslow, Arizona

50' plug at bottom

plug 3800' to 3890'

" 3685 to 3755'

20' surface plug

32 ×

June 4, 1965

Mr. J. A. Eisele
Bel-Air Automobile Leasing Company
11750 Wilshire Boulevard
Los Angeles, California

Re: General Casualty Company of America Bond #270318
Amount $2,500, Covering oil and gas well located
SW/4 SW/4-1-T16N-R16E, Navajo County, Arizona
Permit 20

Gentlemen:

Would you please furnish this office with a copy of the approved captioned bond, together with the applicable power-of-attorney.

Your earliest cooperation is very much appreciated.

Yours very truly,

John Bannister
Executive Secretary
cb

Gen'l Ins Co of America
680 S La Brea Ave
Los Angeles 90036

Chas Phinney
3501 N 16th St
Phoenix

FV
July 1

June 10, 1965

Mr. J. A. Eisele
Bel-Air Automobile Leasing Company
11750 Wilshire Boulevard
Los Angeles, California

Re: Joseph A. Eisele #1 McCauley well
SW/4 SW/4 1-T16N-R16E, Navajo County, Arizona
Permit 20

Dear Mr. Eisele:

To date I have had no reply to my letter of May 3, 1965.

As I stated, we must proceed with the plugging of the captioned well. Will you please inform me at your earliest convenience the date you plan to start to plugg.

I would like to come to the well site and be present for the plugging operation. Please let me know so that I may arrange my schedule.

Yours very truly,

J. R. Scurlock
Petroleum Geologist
cb

6-17-65
Mr. Eisele telephoned. Will be in 7-1-65 or 7-2-65 & will clear up everything. Meantime would appreciate Commission getting someone to pull pipe.

May 3, 1965

Mr. J.A. Eisele
Bel-Air Automobile Leasing Company
11750 Wilshire Boulevard
Los Angeles, California 90025

Re: Joseph A. Eisele #1 McCauley well
SW/4SW/4 S1-T16N-R16E, Navajo County, Arizona
Permit 20

Dear Mr. Eisele:

I have heard nothing from Mr. Bedford in reply to my letter of March 31, forwarding him the information on the captioned well, nor from my followup letter of April 19, 1965 asking him when he would be available. Perhaps he has been in touch with you?

At any rate, the plugging action on this well needs to be started. What do you now intend to do?

As we have stated previously, we will be glad to assist you in any way we possibly can.

Yours very truly,

J.R. Scurlock
Petroleum Geologist

April 19, 1965

Mr. Larry Bedford
P.O. Box E
Farmington, New Mexico

Dear Mr. Bedford:

Do you have any idea as yet when you will be in this area with your equipment? I believe I understood from you that you had planned to be in the Holbrook area around the middle of April to plug out a number of wells for Ark-La.

You remember I spoke with you about plugging the Eisele well. We are rather anxious to formulate some plans regarding it.

Yours very truly,

J.R. Scurlock
Petroleum Geologist

mr

April 2, 1965

Mrs. Mollie McCauley McLean
P.O. Box 66
Winslow, Arizona

Re: Joseph A. Eisele #1 McCauley well
SW/4SW/4 S1-T16N-R16E, Navajo County
Permit 20

Dear Mrs. McLean:

Here is a copy of the letter which we sent to Mr. Bedford after visiting with Mr. Eisele who came into the office. Mr. Eisele had conferred with Mr. Bedford over the telephone and learned that Mr. Bedford had planned to be in the Winslow-Holbrook area within a week or two with his equipment in order to do some work for Arkansas Louisian Gas Company.

I understand from Mr. Eisele that he spoke with you over the telephone and that you are expecting him to do something by way of plugging that well in the near future.

Again, let me mention to you that we hope that Mr. Bedford will be able to retrieve enought of the 5½-inch casing from the well to defray part or all of the cost of plugging, and in fact, we would hope to find that Mr. Bedford would be able to complete the well as a water well for your purposes as cheaply as he could plug it. Of course in this case if you desire him to complete as a water well you would of course have to have your mother sign the proper release. In any event Mr. Bedford will have to investigate the well to see what is feasible in this respect.

If we can be of any service to you, of course don't hesitate to give us a call.

Yours very truly,

J.R. Scurlock
Petroleum Geologist

mr
enc

March 31, 1965

Mr. Larry Bedford
P.O. Box E
Farmington, New Mexico

Dear Mr. Bedford:

Here are our records on the Eisle #1 McCauley well.

Mr. Eisele was just in the office and he said that he had talked to you about this well.

When you get to Winslow you might give me a call here at the office and I will try to locate Mr. Eisele. He indicated that he might be interested in coming up to Winslow and be there when you investigate the old well.

Yours very truly,

James R. Scurlock
Petroleum Geologist
mr
enc

File :

Larry Bedford
1204 Santiago Ave. Farmington
325-3361
Box E
(Office 325-1211)

32 × 1

Lanny Bedford
1204 Santiago Ave. Farmington ; (P.O. Box E) (Home office 325-1211)
325-3361

Eisele #1 McCauley
(Contractor Rapp Drlg. Co.)
NW SW SW Sec. 1-16N-16E
(Approx. 20 mi straight south of Winslow)

Spudded in Kaibab formation

Casing:
Set 10 3/4 csg @ 610' w/ 300 sx cement.
Set 5 1/2 csg @ 4050' w/ 75 sx " .

Spudded 4-22-54 elev. 5558 KB
abandoned 6-1-55 TD 4231 in Pre-C

Schlumberger electric log available at
Oil & Gas Cons. Commission

Fracked → perf: 5 1/2" csg 3705-3735' w/ 18 shots
" " " 3820-3870' w/ 110 "

Contact Mrs. Molly McLean
29 South Apache Way
Winslow, Ariz Phone 289-4577

#

(Mr. J. A. Eiselle
11760 Wilshire Blvd.
Los Angeles 25, Calif.
Ph. Granite 8-7711)

80

March 17, 1965

Mrs. Mollie McCauley McLean
McCauley Ranch
Box 66
Winslow, Arizona

Re: Joseph A. Eisele #1 McCauley well
SW/4SW/4 S1-T16N-R16E, Navajo County, Arizona
Permit 20

Dear Mrs. McLean:

This will acknowledge receipt of your letter of March 15, 1965.

This Commission is charged with seeing that all wells drilled for oil or gas are ultimately plugged and abandoned in accordance with procedures established by our Rules and Regulations. Exception to this charge is made in the case of a landowner who desires to acquire the well to be plugged as a water well.

In the case at hand, the Eisele-McCauley well, there apparently is danger of causing pollution of fresh water. Consequently this Commission must do one of two things:

(a) Completely plug the well in such a manner as to prevent this pollution, which would include setting a surface plug and marking the well in such a manner as to prevent danger to both humans and animals;

(b) The landowner could take this well over as a water well, whereby the landowner would assume full responsibility for the use of this well, as well as the ultimate plugging and abandoning of the well in accordance with our Rules and Regulations.

Consequently, should you desire this well as a water well, the forms now in your possession must be executed and returned to this office. You then would be responsibile for the ultimate

plugging and abandonment of the well, as well as assume responsibility for any contamination of fresh water within this well.

This Commission cannot and will not do less than perform the duties for which it is responsible.

Consequently, if you do not desire to take this well over, then we must plug the well in accordance with the instructions issued to Mr. Joseph A. Eisele in our letter of March 11, 1965, a copy of which was furnished to you.

It is not the desire of this Commission to cause hardship to either you or to Mr. Eisele, but we are extremely concerned with the potential danger of the contamination, and we do feel that we have allowed more than sufficient time to permit all parties to work out any differences they may have concerning their lease agreement.

In order to avoid any misunderstanding, this Commission reiterates that the instructions contained in its letter of March 11, 1965 must be complied with on or before April 11, 1965, or, you as landowner of the well must accept the well as a water well thereby assuming full responsibility.

Should you have any questions, we will be more than glad to discuss this situation with you in Winslow, at your convenience.

Yours very truly,

John Bannister
Executive Secretary

mr

cc: Mr. Joseph A. Eisele
11750 Wilshire Blvd.
Los Angeles, Calif. 90025

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Should you have any questions, we will be more than glad to discuss this situation with you in Winslow, at your convenience.

Yours very truly,

John Bannister
Executive Secretary

mr

cc: Mr. Joseph A. Eisele
11750 Wilshire Blvd.
Los Angeles, Calif. 90025

RECEIVED
MAR 17 1965
STATE O & G
CONS. COMM.

McCauley Ranch
Box 66
Winslow, Arizona
March 15, 1965

Oil and Gas Conservation Commission
1624 W. Adams
Phoenix, Arizona

Dear Mr. Scurlock,

We have discussed the well on our ranch and have decided that we want the well left alone - left exactly as it is, as to date, but with the provision made, that in the event that contamination of the domestic water level is proved, that the well will be plugged at the 1200 foot level, with no expense to ourselves, as we did not drill the well and abandon it in this condition.

I don't know how you can go about accomplishing this, i.e. to have Eisle leave a cash deposit or bond

#20

to be used in the event of proven water contamination. Perhaps just not release him from his present bond.

Unless we are mistaken, the State Laws require a 50' thick plug at every change of structure, if the well is cased. As you see, this would accomplish our plug at 1200' and the well would then be set up for a water well, as per original Agreement with Eisle. We definitely oppose the instructions your office sent Eisle on March 11, 1965, as there is no chance of converting to a water well.

Sorry this is such a mess. Perhaps if some one from your office could come up to Winslow and review this with us, more could be accomplished. Otherwise, we will be waiting to hear from your office, via correspondence, at your earliest convenience. Thank you.

Sincerely yours
McCauley Ranch
by Wally McCauley McKenzie

32 × 1

March 11, 1965

Mr. J.A. Eisele
Bel-Air Automobile Leasing Company
11750 Wilshire Boulevard
Los Angeles, California 90025

Re: Joseph A. Eisele #1 McCauley well
SW/4SW/4 S1-T16N-R16E, Navajo County, Arizona
Permit 20

General Casualty Co. of America, Bond 270318

Dear Mr. Eisele:

According to our records captioned well, drilled during 1954-1955, has not been plugged, as required by Arizona Statutes and our Rules and Regulations.

Inasmuch as Mrs. Mollie McLean and Mrs. Dixie Lee McCauley have indicated that they do not desire to take over this well as a water well, this letter then constitutes an order to you to plug captioned well. This action must be accomplished by April 11, 1965. If this action is not completed by that date, the Commission then will go against your captioned bond.

The well shall be plugged as follows:

Cement shall be circulated through the 5½ inch casing, which has been perforated from the intervals ~~3500-3705~~ 3785-3795 feet, and 3820-3870 feet, in such manner and in such quantity as to effect complete cementation of the annulus (the spacing between the outside of the casing and the ~~water well~~ well bore), from perforations to surface. A cement plug of not less than fifteen feet in length shall be placed at the surface of the ground and the well shall be marked by a piece of pipe not less than four inches in diameter set in this plug and extending at least four feet above the general ground level.

In addition, a permanent sign of durable construction shall be welded, or otherwise permanently attached to the pipe, and shall give the name of the well, location, owner or operator, permit number, and date completed.

Enclosed is Form No. 10, Plugging Record, which is to be sent to this office immediately upon completion of the plugging

program.

Also enclosed is Form No. 4, Well Completion Report, which is required to be furnished to this Commission.

If this office may be of any service to you, or if you have any questions concerning this action, please contact us.

Yours very truly,

J.R. Scurlock
Geologist

mr
enc

cc: General Insurance Company of America
680 So. La Brea Avenue
Los Angeles, Calif. 90036

Mrs. Mollie McLean
P.O. Boxx66
Winslow, Arizona

bcc: Mr. Gordon Fleetwood
3130 N. 7th Ave. Apt. 318
Phoenix

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

J. A. Eisele

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

For J.A. Eisele

DATE DELIVERED

MAR 15 1965

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71548-4 GPO

POSTMARK OR DATE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

H. J. Ensele

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

For J. A. Ensele

DATE DELIVERED

MAR 0 1989

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

CSS—16—71538-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

RECEIVED
MAR 17 1965
STATE O & G
CONS. COMM.

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER OIL & GAS CONSERVATION COMMISSION
CERTIFIED NO. 461026	STREET AND NO. OR P.O. BOX STATE OF ARIZONA 1624 WEST ADAMS - SUITE 202 TELEPHONE: 271-5161
INSURED NO.	CITY, ZONE AND STATE PHOENIX, ARIZONA. 85007

POD Form 3811 Jan. 1958

CSS—16—71548-4

program.

Also enclosed is Form No. 4, Well Completion Report, which is required to be furnished to this Commission.

If this office may be of any service to you, or if you have any questions concerning this action, please contact us.

Yours very truly,

J.R. Scurlock
Geologist

mr
enc

cc: General Insurance Company of America
680 So. La Brea Avenue
Los Angeles, Calif. 90036

Mrs. Mollie McLean
P.O. Boxx66
Winslow, Arizona

bcc: Mr. Gordon Fleetwood
3130 N. 7th Ave. Apt. 318
Phoenix

RECEIPT FOR CERTIFIED MAIL—20¢

No. 461026

SENT TO
J. A. Eisele

STREET AND NO.
11750 Wilshire Blvd.

CITY AND STATE
Los Angeles

If you want a return receipt, check which
☒ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

POSTMARK OR DATE

30

program.

Also enclosed is Form No. 4, Well Completion Report, which is required to be furnished to this Commission.

If this office may be of any service to you, or if you have any questions concerning this action, please contact us.

Yours very truly,

J.R. Scurlock
Geologist

mr
enc

cc: General Insurance Company of America
680 So. La Brea Avenue
Los Angeles, Calif. 90036

Mrs. Mollie McLean
P.O. Boxx66
Winslow, Arizona

bcc: Mr. Gordon Fleetwood
3130 N. 7th Ave. Apt. 318
Phoenix

September 14, 1964

Mr. J. A. Eisele
Bel-Air Automobile Leasing Company
11750 ~~11760~~ Wilshire Boulevard
Los Angeles 25, California

Re: McCaulley State #1

Dear Mr. Eisele:

Enclosed please find the correspondence that you mailed to this office. This material has been reproduced for our records and I thank you for the information. As an interested party you will be advised of the developments in this matter.

If I may be of further service to you, will you please advise.

Very truly yours,

John Bannister
Executive Secretary

JB/wec

cc/File

"the Bel-Air House"
EISELE SALES, INC.
D B A

Bel-Air AUTOMOBILE LEASING CO.

11760 WILSHIRE BOULEVARD, LOS ANGELES 25, CALIFORNIA
GRANITE 8-7711

September 11, 1964

Oil & Gas Conservation Commission
State of Arizona
Room 202
1624 West Adams
Phoenix, Arizona

Attention: Mr. John Bannister, Exec. Secretary

Dear Mr. Bannister:

I herewith will give you a resume of the well at Winslow, Arizona, McCaulley No. 1.

First, on March 18, 1957 I turned over to Mr. Serge Besoyan, all of the McCaulley leases as he was negotiating a deal with Mr. McCaulley. I am herewith enclosing copy which Mr. Besoyan signed.

On or about March 25, 1957 I gave Mr. McCaulley, as requested by telephone, a quit claim deed covering all of our leases in the McCaulley Ranch. I presume this would be on record at Holbrook.

On April 2, 1957, I gave to Mr. Besoyan the authority to negotiate Oil and Gas leases on the McCaulley Ranch. I am herewith enclosing copy.

On April 6th, 1957, I received a letter from Mr. and Mrs. McCaulley giving permission to assign said mentioned leases to Mr. Besoyan. Copy herewith enclosed.

On June 3, 1957, I received a copy of an Oil and Gas lease signed May 31, 1957 by the McCaulleys, to Mr. Serge Besoyan. On the same day, I received a copy of a suit filed in the Superior Court in the County of Navajo, Case #8377. This case was filed as McCaulleys Plaintiffs and a number of people as defendants. I assume this case was filed for the purpose of clearing all leases in the McCaulley Ranch. I am enclosing copy of this suit. Would you kindly return this to me as it was too large to make a copy of.

The next I heard of this case was February 6, 1959, a copy where the case had been closed and the McCaulley's were given Judgement in this case. You will note by the Judge, this decision was given to the Plaintiff, McCaulley. I am herewith enclosing copy of those preceedings or a notice from the attorney representing Mr. Besoyan.

(continued)

 September 11, 1964

I later learned there was another suit filed against Mr. Besoyan requesting him to stay off of the McCaulley property in every respect.

I also have learned that the McCaulley's leased this property to the Standard Oil Company after the court decision but I have no record of this, which I presume is on record in Holbrook.

I hope this will give you some information to help you clear up this matter. Thanking you for your letter of September 10th to Mrs. Barry McLean.

Thanking you, I remain,

Very truly yours,

J. A. EISELE

JAE/lk

Encls.

P.S. I understand from Mr. Besoyan that my original leases was cancelled and given to Mr. McCaulley.

3084

Filed Feb 3 1959 4:30 P.M.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

C. D. McCAULEY and NINA M. McCAULEY, his wife; NANA M. POE, an unmarried woman; NINA FAE WYRICK, also known as NINA FAE KOONTZ and OLIVER KOONTZ, her husband; THOMAS B. McLEAN and MOLLIE McLEAN, his wife; JOHN D. McCAULEY and DIXIE ANN McCAULEY, his wife:	)	No. 8377
Plaintiffs,	)	JUDGMENT
-vs-	)	
J. A. CRONIN and JANE DOE CRONIN, his wife; J. A. EISELE and JANE DOE EISELE, his wife, H. J. EISELE and JANE DOE EISELE, his wife; DICK ROSS and PEITH ROSS, his wife; W. W. WILCOX and JANE DOE WILCOX, his wife; SERGE BESOYAN and HASMIK BESOYAN, his wife; CENTRAL CALIFORNIA EXPLORATION COMPANY, a corporation; V. D. MANVILLE and JANE DOE MANVILLE, his wife; THE BESOYAN FAMILY TRUST; BAYARD WEIBERT and JANE DOE WEIBERT, his wife; RODNEY A. PANTAGES and JANE DOE PANTAGES, his wife; L. B. HARKEY and BEATRICE HARKEY, his wife; GEORGE W. RICE and JANE DOE RICE, his wife; CLAUDE SMITH and JANE DOE SMITH, his wife; ALBERT A. HAGER and JANE DOE HAGER, his wife; RUDY MARTIN and JANE DOE MARTIN, his wife; FRITZ J. SCHUERMAN and JANE DOE SCHUERMAN, his wife; JOHN J. AVELAR and JANE DOE AVELAR, his wife; FRANK L. AVELAR and JANE DOE AVELAR, his wife; JACK WOOD and JANE DOE WOOD, his wife; C. D. CAVANESS and EVA CAVANESS, his wife; W. H. SUTCLIFFE and MURIEL SUTCLIFFE, his wife; H. K. MANGUM and JANE DOE MANGUM, his wife; T. M. FLICK, Deceased, and THE UNKNOWN HEIRS OF T. M. FLICK, Deceased, and JANE DOE FLICK, his wife; WILLIAM K. WOO and JANE DOE WOO, his wife; JEN KURY WOO and JANE DOE WOO, his wife DREFAS JACKSON and JANE DOE JACKSON, his wife; JUDGE WOO and JANE DOE WOO, his wife; H. E. RAPP, EARL RAPP and ROBERT RAPP, as individuals and doing business as R.R.R. DRILLING CO., JOHN RICHARD ROE and DOE-ROE COMPANY, a corporation, and the Unknown Heirs Unknown Husbands and Wives of any of the above named persons,	)	No. 8377 Docketed ☑ Filed Feb 16 1959 at 4:00 o'clock P.M. LAFE S. HATCH, Clerk By Alonza Lawrence Deputy Clerk
Defendants.	)	

#20

The above entitled action came on regularly for trial November [illegible], 1958, before the Court sitting without a jury. The defendants had been regularly served with Summons and Complaint in the [illegible] and the time allowed by law for the defendants to appear having expired, as to all defendants except Central California Exploration Company, a corporation, The Besoyan Family Trust by Serve Besoyan, Trustee, and Serge Besoyan and Hasmik Besoyan, his wife, and the default of all the others having been duly entered in the record in said action by the Court, and as to those who are above named, to-wit: Central California Exploration Company, a corporation, The Besoyan Family Trust by Serge Besoyan, Trustee, and Serge Besoyan and Hasmik Besoyan, his wife, and Ronald Besoyan, Douglas Besoyan and Bobb Besoyan, minors, and by their guardian ad litem, Serge Besoyan, having made answer and the matter having been duly considered as to the plaintiffs' Complaint and the Answer of the above named defendants, and after the evidence had been completed the cause was presented to the Court for decision and the Court decided the issues raised by plaintiffs' Complaint in favor of the plaintiffs and against all defendants and found that all of the allegations of plaintiffs' Complaint were true and that the allegations of the Answer of said defendants who answered were untrue; and the Court having concluded that the plaintiffs should be adjudged to have judgment in their favor as prayed in their Complaint and to have their title quieted and for judgment that the plaintiffs are the lawful owners of the property involved in said action and hereinafter described, and that lease described in first and second cause of action be cancelled, voided and held for naught;

J U D G M E N T

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiffs are the owners in fee simple of the hereinafter described property and that the defendants have no right, title, estate or claim thereto whatsoever, and that the defendants are forever barred and estopped from asserting any claim whatsoever in and to the lands and premises in the Complaint described, and

hereinafter described, adverse to the plaintiffs:

It is further ordered, adjudged and decreed that that certain lease described in the Complaint herein and bearing date the 3rd day of June 1954, wherein C. D. McCauley, Nina M. McCauley, and Nana M. Poe, were and are the Lessors, and J. A. Eisele was Lessee, is cancelled and held for naught, and that the lease entered into May 31, 1957, wherein C. D. McCauley, Nina M. McCauley and Nana M. Poe were Lessors and Serge Besoyan was Lessee, and which lease dated June 3, 1954 was duly recorded June 10, 1954 in Volume 59 of Official Records at Pages 487 through 490, in the Office of the Navajo County Recorder; and which lease bearing date May 31, 1957 was duly recorded in the office of the County Recorder of Navajo County, Arizona, [illegible] Volume 35 of Official Records at Pages 423 through 425, are hereby cancelled, vacated, and held for naught; the plaintiffs are awarded the costs of Court in this action; the property described in the plaintiffs' Complaint, the title to which is quieted hereby is described as follows, to-wit:

> All of Sections One (1), Three (3), Ten (10) and Eleven (11) in Township Sixteen North, Range Sixteen East: that portion of Section Twenty-three east of line from the south quarter corner to the northeast corner of Section Twenty-three and all of Sections Twenty-five (25) and Thirty-five (35) in Township Seventeen North, Range Sixteen East; all of Sections Six (6) and Eight (8) in Township Sixteen North, Range Seventeen East; and all of Sections Nineteen (19), Twenty (20), Twenty-one (21), Twenty-nine (29), Thirty (30), Thirty-one (31) and the northwest quarter of Section Thirty-three (33) in Township Seventeen North, of Range Seventeen East; Gila and Salt River Meridian, Arizona.

Done in open Court this 16th day of February 1959.

Don T. Udall

DON T. UDALL
Judge of the Superior Court.

[illegible] being first [illegible] sworn, [illegible] her oath deposes [illegible] that she left a copy of the [illegible] Judgment with W. Dean Nutting [illegible] 26th day of January, 1959.

[illegible] Conrad.

[illegible] to before me this [illegible] 1959.

[illegible] Notary Public.

September 10, 1964

Mrs. Barry McLean
P.O. Box 66
Winslow, Arizona

Re: Joseph A. Eisele-McCauley State #1 well
Located in SW/4SW/4, SEction 1, T16N, R16E
Navajo County, Arizona
Permit No. 20

Dear Mrs. McLean:

Mr. Gordon Fleetwood has advised that you desire to take over the captioned well as a water well.

For your convenience we are enclosing two copies of a form letter wherein you do advise that you have accepted this well as a water well and that at such time as the useful life of this well to you ends you will assume the responsibility for plugging this well in accordance with our Rules and Regulations.

If it is your desire to do this, will you please return one signed copy of the enclosed letter, properly executed by you and Nina McCauley to this office for our records.

It is necessary that this Commission either have this well taken over by you as a water well, or that this well be properly plugged. We have contacted Mr. J.A. Eisele, Los Angeles, and he advises that he stands ready to plug this well if so ordered by this Commission.

Should you have any further questions concerning this action, will you please advise.

Yours very truly,

John Bannister
Executive Secretary

cc: Mr. Gordon Fleetwood, 3130 N. 7th Avenue, Phoenix, Arizona
Mr. J.A. Eisele, 11750 Wilshire Blvd., Los Angeles, Calif.

August 31, 1964

Mr. James Bannister
Secretary,
Arizona Oil & Gas Commission
Capital Annex
Phoenix, Arizona

RE: Mc Caulley No. 1

Dear Mr. Bannister:

I came to Arizona last Thursday and was sorry to miss you when I called at your office.

After talking to your secretary I found out at your office that there was no record of the law suit I instigated against the McCaulleys in 1960.

Judge Udall of Holbrook, Arizona, gave a decision to the McCaulleys giving them full right and title to the above mentioned well. During the preceedings I informed the Court that there were certain requirements to the State of Arizona, Mrs. McCaulley stated that she was aware of these facts and would assume all responsibilities.

I hired a rig from Winslow and had the rig setting on the hole ready to comply with all the requirements for plugging and abandoment of the McCaulley Well #1. Just as the man was ready to work, Mrs. McCaulley came out with a 30-30 rifle and stated that was her well and ordered them off of the property. Mrs. McCaulley acknowledged this and the information is part of the court records at Holbrook. Therefore, I think Mr. Eisele should be released of this obligation and the McCaulleys and the subsequent buyer should be held responsible.

I hope this will meet with requirements and I will be in Phoenix within the next week or ten days and will call on you. Thanking you for your past favors and cooperation.

Sincerely yours,

Serge Besoyan

SERGE BESOYAN

SY/lk

P.S. Mrs. McCaulley's episode cost me $800.00 plus court costs for moving a rig from Winslow and moving again afterwards.

32 ×

XXXXXXXXXXXXXXX
XXXXXX

July 31, 1964

Mr. Joseph A. Eisele
11750 Wilshire Boulevard
Los Angeles, California

Re: Eisele - McCauley Well No. 1, Permit No. 20
Section 1 - T16N - R16E, Navajo County, Arizona

Dear Mr. Eisele:

In reviewing the correspondence on the above well and considering the whole situation with care; it is believed that unless you will plug this well, this Commission will have to use the bond money to do so in the near future.

Every attempt of trying to have some of you interested parties convert this into a water well has failed. Consequently, I am enclosing some forms for Application to Plug, Plugging, and Completion of which we require two copies when you fill them out.

Hoping to hear from you that you will tend to this matter soon, I am,

Very truly yours,

John K. Petty

JKP:mkc
Encl.

Cc: F. B. Miller, Adjuster
P. O. Box 10157
Phoenix, Arizona

OFFICE OF
Oil and Gas Conservation Commission
STATE OF ARIZONA
ROOM 202
1624 WEST ADAMS
Phoenix, Arizona 85007
PHONE: 271-5161

April 28, 1964

Mrs. Barry McLean
Box #66
Winslow, Arizona

Re: Eisele #1 Eisele-McCauley
Section 1 - T16N - R16E, Navajo County, Arizona

Dear Mrs. McLean:

In talking with Dr. Anderman in regard to the above well, he suggested I write you.

Mrs. McLean, I have checked on the information we have in our files on this well and find nothing to indicate it should not be plugged except that Dr. Anderman may take it over as a water well. Then, at any time you and Dr. Anderman wish, you can file a permit to re-enter the well and try to make it into a petroleum producer.

I was told a year and a half ago this well was ready for bond release; but when I visited it, I found that it was not.

The Commission does not want to plug any well which can be used for water; consequently we wish for you and Dr. Anderman to take over the well for that purpose until you may wish to do otherwise as mentioned above.

Yours truly,

John K. Petty

John K. Petty
Petroleum Geologist

JKP:mkc

Cc: Dr. Lorenz Anderman, M.D.
2021 North Central Avenue
Phoenix, Arizona

Mr. F. B. Miller, Adjuster
P. O. Box 10157
Phoenix, Arizona

7-9-64
John - it looks as if we will have to plug - under the bond. Don't hesitate to use the bond if necessary
JB
(over)

McCauley Ranch
Box 66
Winslow, Arizona

Dear Sir:

In the original lease, there was a clause that said plug the domestic water level so that the well could be used as a water well by only installing the pumping equipment. I understand that to do this, since the casing was left in the well, the casing either ~~to~~ must be pulled and a plug placed around 1500 feet or the plug placed at the bottom of the water sands (ie 1500') and the pipe perforated from 500 ft to approx. 1500 feet to allow the water to enter the well (pipe) until one or the other procedure is done, we would not have a well which could be used as a water well. Therefore, we can not release the bond, until some provision is made to fulfill original lease. Please advise as further developments. Thank you.

Sincerely,
Wally McCauley McKeown

NAL Monday

Bernie Miller, Genl. Insurance
of America owned life for the
Com to help them get JA Eisele
to take care of the Eisele McCauley
well in Navajo Co. just S. of Winslow
ele 264-2461

Miller's phone No.

Bonded Indemnid

Joseph A. Eisele
11750 Wilshire Blvd
Los Angeles, Cal.

In no conditions to release -
gt Dr. Lawrence Anderman

32 ×

June 12, 1963

Mrs. Nina M. McCauley
Box 66
Winslow, Arizona

Dear Mrs. McCauley:

Reference is made to your letter dated June 10, 1963, regarding the Eisele--McCauley Well located in Section 1, Township 16 North, Range 16 East, Navajo County, Arizona.

I am familiar with your problem in regard to the well, the conversion to a water well, and the conditions of the drilling bond as to the plugging procedure; however, the oil and gas commission function, at one time vested in this department, was transferred to the Oil and Gas Conservation Commission when it was created in 1959. In view of the above, your letter is being referred to the Commission for their action.

Yours very truly,

F. C. RYAN, SUPERVISOR
Mineral, Oil and Gas
Production Division

FCR:dmc

90

June 10, 1963

State Land Department
Phoenix, Arizona.

Dear Sir -

I am enclosing two letters that are self explanatory and will you be pleased advise me as to just what I should do. This bonding company was supposed to pull all pipe etc from this well and then make a water well under the supervision of your dept. The "oil well" is still being held by the owners of the mineral rights. There are eight parties, of which I am one, they do not want to abandon the oil well as yet but when they do they want all the casing etc taken out as it belongs to them. As your dept no doubt has records showing fresh water at about 600ft, 900ft and much to everybodies surprise a very large body at some place from 3700ft to 4000, I believe it was a Mr. Johnson from your dept that asked us not to release this bonding company without getting in touch with you. This well was not turned over to Mr. Anderman when we sold some land to him as it was not solely the property of Mr. McCauley

go

and myself but we told Dr. Anderman that when the "oil-well" became a water well it would become part of the surface rights & go to him.

Please advise me how to deal with this bonding company, I have already asked Dr. Anderman not to sign the release and explained that you all were the controlling agents in this matter. I hope I have the correct understanding about all this. We do not believe that this well was a dry one as gas blew out terrifiely for some time until it could be stopped, also the parties that were working on the well have wanted to take it over several times but something always changes their minds, I have always thought it was one of the big oil companies, as they are always hanging around.

Thank you, whatever you do -

Yours truly

Nina M. McCauley

Box 66

Winslow, Arizona.

Please return the enclosures when you are thru with them!

SAFECO LIFECO GENERAL
INSURANCE

W. L. CAMPBELL president Home office | Seattle, Washington

PHOENIX BRANCH P.O. Box 10157 / 3501 North 16th Street, Phoenix, Arizona—Telephone 264-2461

May 6, 1963

Nina McCauley
P.O. Box 66
Winslow, Arizona

Dear Mrs. MC Cauley:

Thank you for your letter of April 26, 1963.

Enclosed find agreement that we want Dr. Anderman to sign. As I understand the situation we do not need the mineral right owner's signatures on the enclosed document, also we do not need the mortgagors signature., We need only the titled land owner's signature and no one else, however Dr. Anderman wants yours approved only because you hold the mortgage.

I might further point out that Dr. Anderman does not in fact have to convert the so called "oil well" into a water well the only purpose of the enclosed document is to relieve the driller and State Of Arizona from plugging the oil well and to get us off of the bond.

The document enclosed will not interfere with any agreement between the mineral rights owners and the land owner.

If I have not explained the situation satisfactory perhaps you could call me at 264-2461 at about 4:30 PM any evening monday through friday. Or if you have a telephone number please let me call you.

Very truly yours,

F. B. Miller

F. B. Miller
Adjuster
al

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AGREEMENT

The undersigned hereby declares that he is the owner of a certain parcel of land located in Section 1, T 16 N, R 16 E, Navajo County, Arizona. The undersigned requests of the Oil and Gas Conservation Commission of the State of Arizona that he be permitted to take over control and assume all liabilities if any of a certain dry oil well hole known as McCauley #1 contained on said herein described land for the purpose of converting said hole into a water well. In consideration of this agreement I promise and covenant to relieve Joseph A. Eisele the driller of said hole and the Arizona Oil and Gas Conservation Commission of any and all liabilities in plugging said well as required by the laws of the State of Arizona and any other liabilities that may presently be an obligation of sdd Joseph Eisele and the Oil and Gas Conservation Commission.

This agreement will be binding upon all parties mentioned herein upon my receipt of a document from the Oil and Gas Conservation Commission giving me written permission to take over said dry oil well for the purpose as hereinbefore stated.

DATED_____

_____

go

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SAFECO® LIFECO® GENERAL
INSURANCE

W. L. CAMPBELL president Home office | Seattle, Washington

PHOENIX BRANCH P.O. Box 10157 / 3501 North 16th Street, Phoenix, Arizona—Telephone CR 7-1428

April 18, 1963

Answered April 20th

Nina McCauley
Box 66
Winslow, Arizona

Dear Mrs. McCauley

We are the insurance carriers who bonded Joseph Elsele at the time that he drilled for an oil well on property that you owned. As you know this well turned out to be a dry hole. The Arizona state law requires the driller to cap this hole. In the event that the land owner desires to keep the dry hole open for a possible source of water then this is permissible however this must be in writing.

I have spoken to Dr. Lorenz Anderman and he has agreed to sign a document which states that he will take over this dry hole and possibly use it as a water well. Dr. Anderman has told this writer that you hold a mortgage on the land and that he would like to have your permission to sign such a document before he signs it.

If you do not mind Dr. Anderman taking over this well for a possible water source will you please advise this office by letter so that we may show it to Dr. Anderman.

Very truly yours,

F B. Miller

F. B. Miller
Adjuster
al

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9574

August 6, 1962

Los Angeles Metropolitan
680 South LaBrea
Los Angeles 36, California

Attention: M. Klotz, Surety Department

Re: 270318 - Joseph A. Eisele to State of Arizona
Eisele - McCauley Well #1 - Sec. 1,
T16N, R16E, Navajo County, Arizona

Gentlemen:

This is to advise that Mr. Jerome is no longer with this commission but I have visited the above named well since receiving your letter dated July 11, 1962 and found that this well is not plugged and abandoned.

Therefore, we cannot give permission for the bond release until the proper plugging has been accomplished.

Yours truly,

John K. Petty
Petroleum Geologist

SAFECO LIFECO GENERAL
INSURANCE

W. L. CAMPBELL president Home office | Seattle, Washington

LOS ANGELES METROPOLITAN 680 South LaBrea, Los Angeles 36, California—

July 11, 1962

Oil and Gas Conservation Commission
3500 North Centro - Suite 221
Phoenix 12, Arizona

Attention - D. A. Jerome
Executive Secretary

Re: 270318 - Joseph A. Eisele
To State of Arizona - Eisele - McCauley Well #1
Section #1, Township 16N, Range 16E, Navajo County
Arizona

In order to bring our file up to date, the courtesy of your reply to our several letters directed to you concerning the status of the captioned well, will be appreciated.

Copy of our letter directed to you June 4, 1962 is attached.

Your early reply will be appreciated.

M. Klotz
Surety Department
gm

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE-SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE · WEBSTER 6-8131 · LOS ANGELES 36, CALIFORNIA

June 4, 1962

Oil and Gas Conservation Commission
3500 North Central - Suite 221
Phoenix 12, Arizona

Re: 270318 - Joseph A. Eisele
To State of Arizona -Eisele-McCauley
Well #1,Sec.1, T16N,R16E, Navajo County
Arizona

Attention - D. A. Jerome, Executive Secretary

Have you as yet had the opportunity of checking the captioned well as mentioned in your letter of May 1st, 1962 to determine whether all the terms and conditions of our bond have been satisfied.

Our Agent has requested the cancellation of this bond which, of course, we are unable to do without formal authority from your Department.

Your attention to the above and early advices will be appreciated.

M. Klotz
Surety Department
gm

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May 1, 1962

General Insurance Company of America
680 South La Brea Avenue
Los Angeles 36, California

Attn: M. Klotz, Surety

Re: 270318 - Jos. A. Eisele to State of Arizona - $2500 Bond
Eisele-McCauley #1, Sec. 1, T16N, R16E, Navajo Co. Arizona

Gentlemen:

As per our telephone conversation of this date, this letter is to advise you that in a week or ten days the undersigned will check the subject well and will immediately let you know whether Bond 270318 may be cancelled.

Mr. Brooks Pierce, Petroleum Geologist, to whom your letter of March 29, 1962 was directed is no longer with this agency.

Yours very truly,

D. A. Jerome
Executive Secretary

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE—SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE · WEBSTER 6-8131 · LOS ANGELES 36, CALIFORNIA

March 29, 1962

The Oil and Gas Conservation
Commission
State of Arizona
3500 North Central
Suite 312
Phoenix, Arizona

RE; 270318
Joseph A. Eisele to State of Arizona
Oil and Gas Drilling Bond-$2500.00

Attention: Brooks Pierce, Petroleum Geologist

#As the well known as Eisele-McCauley #1, Section #1, Township #16 North, Range 16 east, Navajo County, Arizona been properly capped and is it now in order for us to terminate our liability.

The anniversary date of this Bond is April 1st and your early advices will be appreciated.

M. Klotz
M. Klotz
Surety
jo-Enc.

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September 21, 1961

General Insurance Company of America
630 South La Brea Avenue
Los Angeles 36, California

Attention: Mr. D. R. Mehren

Re: Bond No. 270 318 - J. A. Eisele - McCauley #1
Section 1, T 16 N, R 16 E, Navajo County, Arizona

Gentlemen:

This has reference to your letters of August 18 and September 19 regarding the disposition of the above bond.

I am sorry to advise that,so far as this office is concerned, the well in question was not plugged in compliance with the rules and regulations of this state.

You stated in your letter of August 18 that your office understood that "the wells had been capped properly by the new owner and the releases on Mr. Eisele's behalf had been filed by the new owner with the State of Arizona". This has not been done.

The status of this well, at the present time, is in such a mess that it borders on a lawsuit. I plan to visit this location either this weekend or the next, after which, I will contact your office and furnish you with pictures of the location.

Yours very truly,

Brooks Pierce
Petroleum Geologist

BP:hme

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE-SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE · WEBSTER 6-8131 · LOS ANGELES 36, CALIFORNIA

September 19, 1961

Mr. Brooks Pierce, Petroleum Geologist
Oil and Gas Conservation Commission
State of Arizona
3500 N. Central, Suite 221
Phoenix, 12, Arizona

Re: Bond No. 270318 - JOSEPH A. EISELE

On August 18, we wrote you per copy attached. May we please have your reply?

D. R. Meherin

D. R. Meherin
Surety
vr
encl.

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE—SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE · WEBSTER 6-8131 · LOS ANGELES 36, CALIFORNIA

August 18, 1961

Mr. Brooks Pierce, Petroleum Geologist
Oil and Gas Conservation Commission
State of Arizona
3500 N. Central, Suite 221
Phoenix 12, Arizona

Re: Bond No. 270318 - JOSEPH A. EISELE

With regard to the above captioned bond, we understand that the wells have been capped properly by the new owner and that releases on Mr. Eisele's behalf have been filed by the new owner with the State of Arizona. In view of this information, are you now in a position to exonerate our company of our liability under this bond?

A business reply envelope is enclosed for your convenience.

D. R. Meherin
Surety
vr
encl.

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May 18, 1961

General Insurance Company of America
680 South La Brea Avenue
Los Angeles 38, California

Re: Bond No. 270318 - Joseph A. Eisele - Eisele-McCauley #1 Well - Sec. 1, T 16 N, R 16 E, Navajo County, Arizona

Attention: M. Klotz, Surety Department

Gentlemen:

This has reference to your letter of May 12 in which you indicated that we had not shown the courtesy of answering your letters. I refer you to my letter of April 12 directed to your company to the attention of M. Klotz in which I acknowledged receipt of your notice of cancellation of a bond covering the above named operator. I also informed you why we still maintain an open file on this test.

I am, this date, in receipt of a letter from your company by Mr. R. W. Clayton, Division Claims, in reply to my letter of April 12. We are in the process of trying to bring this matter to a close; at which time, you will be advised as to the disposition of the bond now in effect.

I would appreciate it if you would obtain my letter from Mr. Clayton so that you will be better apprised of our efforts.

Yours very truly,

Brooks Pierce
Petroleum Geologist

BP:hme

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL LIFE COMPANY OF AMERICA
HOME OFFICE — SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

SOUTHERN CALIFORNIA DIVISION
13730 ROSCOE BOULEVARD
TEL: STATE 2-8200 STANLEY 3-2250
PANORAMA CITY, CALIFORNIA

May 16, 1961

Oil and Gas Conservation Commission
State of Arizona
3500 North Central,
Phoenix 12, Arizona.

Attn: Mr. D. Pierce

Oil or Gas Drilling Bond: 27-03-18
Prin: Joseph A. Eisele
Well: Eisele - McCauley No. 1 Well
Sec: 1, T. 16N, R. 16E Navajo County,
Arizona.

Gentlemen:

In reply to your letter of April 12, 1961 we wish to advise you that we have made a demand upon our principal to take immediate action to respond to the request of your department to properly abandon the above well.

We intend to follow-up on this matter as we are interested in obtaining the exoneration of our bond.

Yours very truly,

R. W. Clayton
R. W. Clayton
Division Claims
mj

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GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE—SEATTLE 5, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE • WEBSTER 6-8131 • LOS ANGELES 38, CALIFORNIA

May 12, 1961

Oil & Gas Conservation Commission
State of Arizona
3500 North Central, Suite 312
Phoenix, Arizona

Re: Bond No. 270318
Joseph A. Eisele
to State of Arizona
Bond for Oil & Gas Drilling
$2,500.00

Won't you please extend us the courtesy of replying to our several letters requesting acknowledgment and clearance of exoneration of our liability under the captioned bond.

Our Agent advised this bond was no longer required as all drilling operations had been completed, and we sent you notice of cancellation under date of March 14th, 1961, with several follow-up requests for your formal authority of exoneration of our bond.

Your attention to the above and early advices will be appreciated.

M. Klotz
M. Klotz
Surety Department
sm

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"The Whitehouse of the West"

Eisele Sales Inc.

D. B. A. EMCO AUTO LEASE

- Leasing -
AUTOMOBILES
ALL MAKES AND MODELS
CADILLACS – LINCOLNS
CHEVROLETS – FORDS
THUNDERBIRDS
OLDSMOBILES – BUICKS – PONTIACS
ALL COMPACTS & TRUCKS

11750 WILSHIRE BOULEVARD, LOS ANGELES 25, CALIFORNIA
GRanite 8-7711

May 11, 1961

Mr. R. W. Clayton, Division Claims
General Insurance Company of America
13730 Roscoe Boulevard
Panorama City, California

Dear Mr. Clayton:

I am, herewith, enclosing a copy of a letter mailed to the Oil and Gas Conservation Commission, State of Arizona. I am also enclosing a copy of a lease which will establish that this well was assigned to Mr. MacCauley. If you will notice paragraph 4 notes that well has already been commenced. This is the same well that was assigned to Mr. MacCauley. Mr. MacCauley is the owner of this ranch, and he is likewise the owner of this well.

Very truly yours,

HJE/ed
enc.

H. J. EISELE

C.C: Oil and Gas Conservation Commission
3500 N. Central, Ste. 221
Phoenix 12, Arizona

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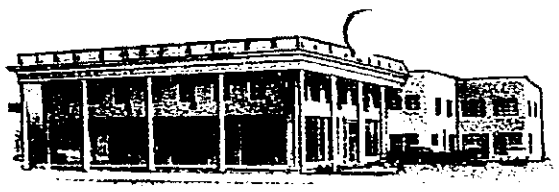

"The Whitehouse of the West"

Eisele Sales Inc.

D. B. A. EMCO AUTO LEASE

- Leasing -

AUTOMOBILES

ALL MAKES AND MODELS

CADILLACS – LINCOLNS
CHEVROLETS – FORDS
THUNDERBIRDS
OLDSMOBILES – BUICKS – PONTIACS
ALL COMPACTS & TRUCKS

11750 WILSHIRE BOULEVARD, LOS ANGELES 25, CALIFORNIA
GRanite 8-7711

April 28, 1961

Mr. Brooks Pierce, Petroleum Geologist
Oil and Gas Conservation Commission
3500 North Central, Ste. 221,
Phoenix, Arizona

Dear Sir:

I have your letter of April 13, in reference to the MacCauley Lease Number 1, Navajo County, Arizona.

This lease was signed to Serge Basoyan and from my understanding, Serge Basoyan negotiated the lease back to Mr. MacCauley, and gave Mr. MacCauley the casing that was in the well as he was desirous of making a water well of the hole. To my understanding it was signed back to Mr. MacCauley and Mr. MacCauley was to assume any and all future obligations. Mr. MacCauley was the ranch owner and I signed my interest back to him.

If there are any further negotiations on this, I will be glad to go into further details of it.

Thanking you, I remain,

Yours very truly,

JAE/ed

J. A. EISELE

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[redacted]

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Joseph Eusebe

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

E. Dalsham

DATE DELIVERED	ADDRESS WHERE DELIVERED (only if requested in item #1)
4-17-61	

#20

DSS-16-71543-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

LOS ANGELES, CALIFORNIA — LOS ANGELES STA

AP 17 5:30PM

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. 5121	NAME OF SENDER Brooks Pierce
CERTIFIED NO.	STREET AND NO. OR P. O. BOX Oil & Gas Cons. Co Suite 221 3506 N Central
INSURED NO.	CITY, ZONE AND STATE Phoenix, Arizona

POD Form 3811 Jan. 1956

CSS—16—71548-4

April 13, 1961

REGISTERED LETTER

Mr. Joseph A. Eisele
11750 Wilshire Boulevard
Los Angeles, California

Re: J. C. Eisele #1 MacCauley - Center W½ SW Sw
Sec. 1, T 16 N, R 16 E, Navajo County, Arizona

Bond #270 318

Dear Mr. Eisele:

Under date of July 8, 1960 you were invited to appear before the Arizona Oil and Gas Conservation Commission to show cause for non-forfeiture of the bond on the above captioned well, for non-compliance of the rules and regulations and statutes governing the conservation of oil and gas in Arizona.

Will you please contact this office within fifteen days (15) as to what procedure you are willing to follow in properly plugging this test in accordance with our rules and regulations.

I am including the proper forms (OG 55 and OG 56) for your preparation.

Yours very truly,

Brooks Pierce
Petroleum Geologist

BP:hme
encs 6

April 13, 1961

Mr. Serge Besoyan
443 Princeton Avenue
Fresno, California

Re: J. C. Eisele #1 MacCauley - Center W½ SW SW
Sec. 1, T 16 N, R 16 E, Navajo County, Arizona

Dear Mr. Besoyan:

It has become necessary for us to take action in closing the files on the above captioned test.

In going through our correspondence, it is noted that you acquired an undivided 50% interest in the test and in Mr. Eisele's Winslow properties.

I would appreciate your furnishing this office with a complete resume of your interest in this test so that we will be in a better position to know what course to pursue. Hoping to hear from you soon and hoping to have a visit with you in our office, I am

Yours very truly,

Brooks Pierce
Petroleum Geologist

BP:hme

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April 12, 1961

General Insurance Company of America
680 South La Brea Avenue
Los Angeles 36, California

Attention: Mr. M. Klotz

Gentlemen:

This will acknowledge receipt of your notice of cancellation of a bond covering Joseph A. Eisele, 11750 Wilshire Boulevard, Los Angeles.

To date, this well has not been properly plugged in accordance with the rules and regulations of the Oil and Gas Conservation Commission of the State of Arizona. We have in the past attempted to contact the principal - to no avail. I am, this date, making another attempt by registered mail.

Since the principal resides in your city, it might be expedient for you to get in touch with him too. We are not in a position to exonerate your company of your liability under this bond at this time.

We would appreciate any information that you can furnish this office to clear this matter up.

Yours very truly,

Brooks Pierce
Petroleum Geologist

BP:hme

gt

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICE - SEATTLE 3, WASHINGTON

W. L. CAMPBELL
PRESIDENT

680 SOUTH LA BREA AVENUE · WEBSTER 6-8131 · LOS ANGELES 38, CALIFORNIA

March 31, 1961

Oil & Gas Conservation Commission
State of Arizona
3500 North Central, Suite 312
Phoenix, Arizona

Re: Bond No. 270318
Joseph A. Eisele
to State of Arizona
Bond for Oil & Gas Drilling
$2,500.00

Under date of March 14, we sent you notice of cancellation in connection with the captioned bond. May we please have your acknowledgment and clearance of exoneration of our liability.

Your attention to the above and early advices will be appreciated.

M. Klotz
Surety Department
sm

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Winslow, Arizona.
Aug 28, 1960

Mr. W. F. Maule,
State Petroleum Engr.
Phoenix, Arizona.

Dear Mr. Maule:

Enclosed herewith is copy of electric log on McCauley-Eisele Well, south of Winslow, Navajo County, Arizona.

If our original log does not show up in your records you may retain this copy, subject to our request for a copy if we should require it.

Any information you may give us on this well will be greatly appreciated.

Enjoyed the visit with you and Ernest Chilson. Call again when in this vicinity.

Sincerely yours.
C D McCauley
P O Box 66

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July 8, 1960

Mr. J. A. Eisele
1175 Wilshire Boulevard
West Los Angeles 25, California

RE: J.C. Eisele-McCauley #1 Well
Sec. 1, T. 16N, R. 16E Navajo County, Arizona

Dear Mr. Eisele:

You or your authorized representative are invited to appear before the Arizona Oil and Gas Conservation Commission at 10:30 a.m., July 27, 1960, to show cause for non-forfeiture of the bond on the above-named well, for non-compliance with the Rules, Regulations and Statutes governing the conservation of oil and gas in Arizona.

More specifically, failure to plug and abandon the above-named well in a manner prescribed by the Rules and Regulations and Statutes.

For the Arizona Oil and Gas Conservation Commission

By _____
W. F. Maule
Petroleum Engineer

WFM/ew

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VIA AIR MAIL

February 16, 1960

Mr. H. Wesley Peirce,
Assistant Mineralogist
THE UNIVERSITY OF ARIZONA
Arizona Bureau of Mines
Tucson, Arizona

Dear Mr. Peirce:

The sample forms sent to the Arizona Bureau of Mines were, I believe, a request from the El Paso Natural Gas Company, for the samples on the J. C. Eisele-McCauley #1 Well, in Navajo County. The forms were originally sent to the State Land Commissioner, State Capitol Building, Phoenix, who forwarded them to us at the Oil and Gas Conservation Commission. My records indicate these samples are available at the Arizona Bureau of Mines.

The forms include "Acceptance of Responsibility" for the samples by El Paso Natural Gas and shipping charges. El Paso is a reliable organization and I believe the samples should be made available to them. If this is not possible, I believe you should contact them, stating the reason for their unavailability.

Yours very truly,

William F. Maule,
Petroleum Engineer

WFM:mar

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SEVENTY-FIFTH ANNIVERSARY OF FOUNDING

THE UNIVERSITY OF ARIZONA

TUCSON

ARIZONA BUREAU OF MINES

February 11, 1960

Mr. William F. Maule
Petroleum Engineer
Oil & Gas Conservation Commission
3500 N. Central-Suite 312
Phoenix, Arizona

Dear Mr. Maule:

The Arizona Bureau of Mines received a brief note from you accompanied by two "sample forms".

Well Samples, in storage at the Arizona Bureau of Mines, are under my supervision. I am not clear as to why you sent these forms to our offices. A note of clarification would be appreciated.

Yours very truly,

H. Wesley Peirce

H. Wesley Peirce
Asst. Mineralogist

HWP:knh

LC

32 x

February 9, 1960

Arizona Bureau of Mines
University Station
Tucson, Arizona

RE: El Paso Natural Gas Products Co.
Dave M. Thomas, PO #1565, Farmington, N.M.
J. C. Eisele-McCauley #1 Well
Sec. 1, T 16 N, R 16 E., Navajo County,
Arizona; consisting of formations
Chinle through Granite

Gentlemen:

We are attaching hereto, original and copy of "Sample Forms" received by this office, pertaining to the above.

Yours very truly,

William F. Maule,
Petroleum Engineer

WFM:mmr

Enclosures:

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EL PASO NATURAL GAS
PRODUCTS COMPANY
POST OFFICE BOX 1565
FARMINGTON, NEW MEXICO

CHANGE OF ADDRESS
CARD USED -
ADVISING CHANGE OF ADDRESS
2/1/60-M. ROUSH

PHOENIX JAN 25 7-PM 1960 ARIZ.

FARMINGTON JAN 28 '60 N.MEX.

U.S. POSTAGE 04 METER P.O. 329276

O.G. Commission

State Land Commissioners

Phoenix, Arizona

3500 N. Central ave
Suite 312

RECEIVED
JAN 28 1960
STATE LAND DEPT.
OF ARIZONA

RECEIVED
JAN 26 1960
STATE O & G
CONS. COMM.

Form P-9-41 (10-57)

Filed Feb 3-1959 - 4:30 P.M.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

C. D. McCAULEY and NINA M. McCAULEY, his wife; NANA M. POE, an unmarried woman; NINA FAE WYRICK, also known as NINA FAE KOONTZ and OLIVER KOONTZ, her husband; THOMAS B. McLEAN and MOLLIE McLEAN, his wife; JOHN D. McCAULEY and DIXIE ANN McCAULEY, his wife:	)	No. 8377
Plaintiffs,	)	JUDGMENT
-vs-	)	
J. A. CRONIN and JANE DOE CRONIN, his wife; J. A. EISELE and JANE DOE EISELE, his wife, H. J. EISELE and JANE DOE EISELE, his wife; DICK ROSS and PEITH ROSS, his wife; W. W. WILCOX and JANE DOE WILCOX, his wife; SERGE BESOYAN and HASMIK BESOYAN, his wife; CENTRAL CALIFORNIA EXPLORATION COMPANY, a corporation; V. D. MANVILLE and JANE DOE MANVILLE, his wife; THE BESOYAN FAMILY TRUST; BAYARD WEIBERT and JANE DOE WEIBERT, his wife; RODNEY A. PANTAGES and JANE DOE PANTAGES, his wife; L. R. HARKEY and BEATRICE HARKEY, his wife; GEORGE W. RICE and JANE DOE RICE, his wife; CLAUDE SMITH and JANE DOE SMITH, his wife; ALBERT A. HAGER and JANE DOE HAGER, his wife; RUDY MARTIN and JANE DOE MARTIN, his wife; FRITZ J. SCHUERMAN and JANE DOE SCHUERMAN, his wife; JOHN J. AVELAR and JANE DOE AVELAR, his wife; FRANK L. AVELAR and JANE DOE AVELAR, his wife; JACK WOOD and JANE DOE WOOD, his wife; C. D. CAVANESS and EVA CAVANESS, his wife; W. H. SUTCLIFFE and MURIEL SUTCLIFFE, his wife; H. K. MANGUM and JANE DOE MANGUM, his wife; T. M. FLICK, Deceased, and THE UNKNOWN HEIRS OF T. M. FLICK, Deceased, and JANE DOE FLICK, his wife; WILLIAM K. WOO and JANE DOE WOO, his wife; JER KURY WOO and JANE DOE WOO, his wife DREFAS JACKSON and JANE DOE JACKSON, his wife; JUDGE WOO and JANE DOE WOO, his wife; H. E. RAPP, EARL RAPP and ROBERT RAPP, as individuals and doing business as H.E.R. DRILLING CO., JOHN [illegible] RICHARD ROE and DOE-ROE COMPANY, [illegible]poration, and the Unknown Heirs [illegible] Unknown Husbands and Wives of any of the above named persons,	)	No. 8377 Docketed ☑ Filed Feb 16 1959 at 4:00 o'clock P.M. LAFE S. HATCH, Clerk By Deloris Dawning Deputy Clerk
Defendants.	)	

#20

The above entitled action came on regularly for trial November 20, 1958, before the Court sitting without a jury. The defendants had been regularly served with Summons and Complaint in this action and the time allowed by law for the defendants to appear having expired, as to all defendants except Central California Exploration Company, a corporation, The Besoyan Family Trust by Serve Besoyan, Trustee, and Serge Besoyan and Hasmik Besoyan, his wife, and the default of all the others having been duly entered in the record in said action by the Court, and as to those who are above named, to-wit: Central California Exploration Company, a corporation, The Besoyan Family Trust by Serve Besoyan, Trustee, and Serge Besoyan and Hasmik Besoyan, his wife, and Ronald Besoyan, Douglas Besoyan and Bobb Besoyan, minors, and by their guardian ad litem, Serge Besoyan, having made answer and the matter having been duly concluded as to the plaintiffs' Complaint and the Answer of the above named defendants, and after the evidence had been completed the cause was presented to the Court for decision and the Court decided the issues raised by plaintiffs' Complaint in favor of the plaintiffs and against all defendants and found that all of the allegations of plaintiffs' Complaint were true and that the allegations of the Answer of said defendants who answered were untrue; and the Court having concluded that the plaintiffs should be adjudged to have judgment in their favor as prayed in their Complaint and to have their title quieted and for judgment that the plaintiffs are the lawful owners of the property involved in said action and hereinafter described, and that lease described in first and second cause of action be cancelled, voided and held for naught;

J U D G M E N T

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiffs are the owners in fee simple of the hereinafter described property and that the defendants have no right, title, estate or claim thereto whatsoever, and that the defendants are forever barred and estopped from asserting any claim whatsoever in and to the lands and premises in the Complaint described, and

hereinafter described, adverse to the plaintiffs;

It is further ordered, adjudged and decreed that that certain lease described in the Complaint herein and bearing date the 3rd day of June 1954, wherein C. D. McCauley, Nina M. McCauley, and Nana M. Poe, were and are the Lessors, and J. A. Eisele was Lessee, is cancelled and held for naught, and that the lease entered into May 31, 1957, wherein C. D. McCauley, Nina M. McCauley and Nana M. Poe were Lessors and Serge Besoyan was Lessee, and which lease dated June 3, 1954 was duly recorded June 10, 1954 in Volume 59 of Official Records at Pages 487 through 490, in the Office of the Navajo County Recorder; and which lease bearing date May 31, 1957 was duly recorded in the office of the County Recorder of Navajo County, Arizona, June 25, 1957, [illegible] Volume 9[illegible] of Official Records at Pages 423 through 425, are hereby cancelled, vacated, and held for naught; the plaintiffs are awarded the costs of Court in this action; the property described in the plaintiffs' Complaint, the title to which is quieted hereby is described as follows, to-wit:

> All of Sections One (1), Three (3), Ten (10) and Eleven (11) in Township Sixteen North, Range Sixteen East; that portion of Section Twenty-three east of line from the south quarter corner to the northeast corner of Section Twenty-three and all of Sections Twenty-five (25) and Thirty-five (35) in Township Seventeen North, Range Sixteen East; all of Sections Six (6) and Eight (8) in Township Sixteen North, Range Seventeen East; and all of Sections Nineteen (19), Twenty (20), Twenty-one (21), Twenty-nine (29), Thirty (30), Thirty-one (31) and the northwest quarter of Section Thirty-three (33) in Township Seventeen North, of Range Seventeen East; Gila and Salt River Meridian, Arizona.

Done in open Court this 16th day of February 1959.

DON T. UDALL
Judge of the Superior Court.

[illegible] Conrad, being first [illegible] sworn, on her oath deposes [illegible] that she left a copy of the [illegible] Judgment with W. Dean Muffler on the 20th day of January, 1959.

Lura O. Conrad.

Subscribed and sworn to before me this [illegible] day of [illegible], 1959.

J. E. Ferguson, Notary Public.

News from Mr. McCauley: (In Ofc.) January 15, 1959

1. Eisele-McCauley well - Section 1, Twp. 16 N., Rge 16 E., Navajo County, Arizona.

2. Permit to drill April 9, 1954.

3. No activity since 1955. (1954 — P.W.J.) SEE AUG/54 REPORT. ON JULY 26/54 DRILLING @ 3555'.

4. TD: ~~4460'~~ (4260 - PWJ)

5. Bond: Principal, J. A. Eisele, operator.

6. On March 18, 1957, J. A. Eisele apparently made a deal with Serge Besoyan to assign him an undivided half interest in the well in exchange for certain work being performed by Besoyan; in turn, Besoyan to have the right to sell, assign or farm out any of the above acreage while drilling with a 50-50 sharing of the profits of any such action.

7. Sometime between March and August, 1957, Serge Besoyan attempted to pull part or all of the casing in the well by the use of x hydraulic jacks. Mr. McCauley states that in this operation the casing was lifted a few feet.

8. Mr. McCauley successfully ordered Besoyan's casing pulling crew off his property.

9. Mr. McCauley entered court suit in Superior Court in Navajo County to cancel Eisele's lease. He claims that this lease was broken by court order and that the court conveyed the title to the casing and the derrick to McCauley (Mr. McCauley stated that the casing actually was originally owned by a man from Oklahoma City, who it is presumed was the drilling contractor).

10. Mr. McCauley states he is engaged in, or will soon initiate, court action to void any interests claimed by Besoyan, etal, in the lease, well or well equipment.

11. Mr. McCauley on this date (1/15/59) has verbably entered formal protest that strata containing salt or salt water will contaminate or could contaminate fresh underground waters in the vicinity of the well.

12. A correction of the item next above is needed for Mr. McCauley to realize the fresh waters which he thinks are available in the well for stock watering and/or domestic purposes.

September 17, 1958

McCamant-McCauley Ranch
P. O. Box 66
Winslow, Arizona

Attention: Mrs. Molly McCauley McLean

Dear Mrs. McLean:

At the request of Phil Johnson, I am answering your letter of August 26, 1958 in regard to certain questions concerning the status of the plugging and bond of the J. A. Kisele-McCauley #1 well located on your ranch.

The bond, with Mr. Kisele as principal, is still in full force and effect and will remain so until released by this office. Its release, without penalty, can be obtained only by the principal properly complying with its conditions, among which are to "plug the same in the manner provided by the rules and regulations adopted by the Commissioner". Of course, the bond could be replaced by an identical bond written by another company or signed by another principal, provided, the surety in the first case or the principal in the second case were willing to accept all the responsibilities of the conditions of the bond.

Please call on us if there are further questions.

Very truly yours,

STATE LAND COMMISSIONER

By: Frederick C. Ryan,
Supervisor,
Oil and Gas Conservation

FCR:mb

20

P.O.Box 66
Winslow, Arizona
August 26,1958

13735

State Land Department
Phoenix, Arizona

Mr. Johnson

Dear Sir:

Is the State Land Department still holding the $2500 bond Eisle put up for the McCauley #1 ? I don't know if you have been up our way since we found out Serge Besoyan got the folks signature on his lease under false representation and that Eisle still has his share in the lease. Any way, we have the case in court now, and it should be settled (in our favor) in the next twenty (20) days. We are breaking the lease on grounds of fraud and failure to abide by terms of the lease. I don't believe Besoyan et al. are planing to make arrangments to seal off the domestic water level, which we are anxious to have done,since this whole thing has been such a fizzle. Will you please advise us as to the procedure in obtaining the bond for the purpose of sealing off the domestic water level? Or is this also to be mentioned in the suit?

My father, C.D.McCauley, has had two severe heart attacks recently, so I am handling some of his correspondence for a while. Regards to you from all of us, and thanks for your attention in this matter.

Sincerely yours,
McCamant-McCauley Ranch
by Molly McCauley McLean
Molly McCauley McLean

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

March 7, 1958

C. D. McCAULEY and)
NINA M. McCAULEY, his wife;)
NANA M. POE, an unmarried woman;)
NINA FAE WYRICK, also known as)
NINA FAE KOONTZ and OLIVER KOONTZ,)
her husband; THOMAS B. McLEAN)
and MOLLIE McLEAN, his wife;) No._____
JOHN D. McCAULEY and DIXIE ANN)
McCAULEY, his wife;)

Plaintiffs,)

-vs-)

J. A. CRONIN and JANE DOE CRONIN,)
his wife; J. A. EISELE and JANE)
DOE EISELE, his wife; H. J. EISELE)
and JANE DOE EISELE, his wife;)
DICK ROSS and PETTE ROSS, his wife;)
W. W. WILCOX and JANE DOE WILCOX,)
his wife; SERGE BESOYAN and HASMIK)
BESOYAN, his wife; CENTRAL CALIFOR-)
NIA EXPLORATION COMPANY, a corpor- SUMMONS
ation; V. D. MANVILLE and JANE DOE)
MANVILLE, his wife; THE BESOYAN)
FAMILY TRUST; BAYARD WEIBERT and)
JANE DOE WEIBERT, his wife; RODNEY)
A. PANTAGES and JANE DOE PANTAGES,)
his wife; L. R. HARKEY and BEATRICE)
HARKEY, his wife; GEORGE W. RICE)
and JANE DOE RICE, his wife;)
CLAUDE SMITH and JANE DOE SMITH,)
his wife; ALBERT A. HAGER and JANE)
DOE HAGER, his wife; RUDY MARTIN)
and JANE DOE MARTIN, his wife; FRITZ)
J. SCHUERMAN and JANE DOE SCHUERMAN,)
his wife; JOHN J. AVELAR and JANE DOE)
AVELAR, his wife; FRANK L. AVELAR and)
JANE DOE AVELAR, his wife; JACK WOOD)
and JANE DOE WOOD, his wife; C. D.)
CAVANESS and EVA CAVENESS, his wife;)
W. H. SUTCLIFFE and MURIEL SUTCLIFFE,)
his wife; H. K. MANGUM and JANE DOE)
MANGUM, his wife; T. M. FLICK, Deceased,)
and THE UNKNOWN HEIRS OF T. M. FLICK,)
Deceased, and JANE DOE FLICK, his wife;)
WILLIAM K. WOO and JANE DOE WOO, his wife;)
JER KURY WOO and JANE DOE WOO, his wife;)
DREFAS JACKSON and JANE DOE JACKSON,)
his wife; JUDGE WOO and JANE DOE WOO,)
his wife; H. E. RAPP, EARL RAPP and)
ROBERT RAPP, as individuals and doing)
business as H.E.R. DRILLING CO., JOHN)
DOE, RICHARD ROE and DOE-ROE COMPANY,)
a Corporation, and the Unknown Heirs)
and Unknown Husbands and Wives of any)
of the above named persons,)

Defendants.)

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

March 7, 1958

C. D. McCAULEY and)
NINA M. McCAULEY, his wife;)
NANA M. POE, an unmarried women;)
NINA FAE WYRICK, also known as)
NINA FAE KOONTZ and OLIVER KOONTZ,)
her husband; THOMAS B. McLEAN)
and MOLLIE McLEAN, his wife;) No._____
JOHN D. McCAULEY and DIXIE ANN)
McCAULEY, his wife;)

Plaintiffs,)

-vs-)

J. A. CRONIN and JANE DOE CRONIN,)
his wife; J. A. EISELE and JANE)
DOE EISELE, his wife; H. J. EISELE)
and JANE DOE EISELE, his wife;)
DICK ROSS and PEITE ROSS, his wife;)
W. W. WILCOX and JANE DOE WILCOX,)
his wife; SERGE BESOYAN and HASMIK)
BESOYAN, his wife; CENTRAL CALIFOR-)
NIA EXPLORATION COMPANY, a corpor- SUMMONS
ation; V. D. MANVILLE and JANE DOE)
MANVILLE, his wife; THE BESOYAN)
FAMILY TRUST; BAYARD WEIBERT and)
JANE DOE WEIBERT, his wife; RODNEY)
A. PANTAGES and JANE DOE PANTAGES,)
his wife; L. R. HARKEY and BEATRICE)
HARKEY, his wife; GEORGE W. RICE)
and JANE DOE RICE, his wife;)
CLAUDE SMITH and JANE DOE SMITH,)
his wife; ALBERT A. HAGER and JANE)
DOE HAGER, his wife; RUDY MARTIN)
and JANE DOE MARTIN, his wife; FRITZ)
J. SCHUERMAN and JANE DOE SCHUERMAN,)
his wife; JOHN J. AVELAR and JANE DOE)
AVELAR, his wife; FRANK L. AVELAR and)
JANE DOE AVELAR, his wife; JACK WOOD)
and JANE DOE WOOD, his wife; C. D.)
CAVANESS and EVA CAVENESS, his wife;)
W. H. SUTCLIFFE and MURIEL SUTCLIFFE,)
his wife; H. K. MANGUM and JANE DOE)
MANGUM, his wife; T. M. FLICK, Deceased,)
and THE UNKNOWN HEIRS OF T. M. FLICK,)
Deceased, and JANE DOE FLICK, his wife;)
WILLIAM K. WOO and JANE DOE WOO, his wife;)
JER KURY WOO and JANE DOE WOO, his wife;)
DREFAS JACKSON and JANE DOE JACKSON,)
his wife; JUDGE WOO and JANE DOE WOO,)
his wife; H. E. RAPP, EARL RAPP and)
ROBERT RAPP, as individuals and doing)
business as H.E.R. DRILLING CO., JOHN)
DOE, RICHARD ROE and DOE-ROE COMPANY,)
a Corporation, and the Unknown Heirs)
and Unknown Husbands and Wives of any)
of the above named persons,)

Defendants.)

STATE OF ARIZONA to the above named defendants:

YOU ARE HEREBY SUMMONED and required to appear and defend in the above entitled action in the above entitled court within TWENTY DAYS, exclusive of the day of service, after service of this summons upon you if served within the State of Arizona, or within THIRTY DAYS, exclusive of the day of service, if served without the State of Arizona, and you are hereby notified that in case you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

The name and address of PLAINTIFFS' ATTORNEY is V. E. Ferguson, 109 East Arizona Street, Holbrook, Arizona.

GIVEN UNDER MY HAND AND THE SEAL OF THE SUPERIOR COURT OF NAVAJO COUNTY, ARIZONA this 7 day of March, 1958.

(COURT SEAL)

Lafe S. Hatch, Clerk

By _____
Deputy Clerk

STATE OF ARIZONA
OFFICE OF THE SHERIFF } ss:
COUNTY OF _____

I hereby certify that I received the within SUMMONS to which was attached a true copy of the COMPLAINT on the _____ day of March, 1958 and that I personally served the same on the _____ day of March, 1958 at the hour of _____ M. on the within named Defendants: _____

SERVICE FEES _____ $ _____
Travel _____ miles @ _____ per mile $ _____
TOTAL $ _____

SHERIFF

By _____
Deputy Sheriff

Copy

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

C. D. McCAULEY and NINA M. McCAULEY, his wife; NANA M. POE, an unmarried woman; NINA FAE WYRICK, also known as NINA FAE KOONTZ and OLIVER KOONTZ, her husband; THOMAS B. McLEAN and MOLLIE McLEAN, his wife; JOHN D. McCAULEY and DIXIE ANN McCAULEY, his wife;	)	No. 8377
Plaintiffs,	)	
-vs-	)	
J. A. CRONIN and JANE DOE CRONIN, his wife; J. A. EISELE and JANE DOE EISELE, his wife; H. J. EISELE and JANE DOE EISELE, his wife; DICK ROSS and PEITE ROSS, his wife; W. W. WILCOX and JANE DOE WILCOX, his wife; SERGE BESOYAN and HASMIK BESOYAN, his wife; CENTRAL CALIFORNIA EXPLORATION COMPANY, a corporation; V. D. MANVILLE and JANE DOE MANVILLE, his wife; THE BESOYAN FAMILY TRUST; BAYARD WEIBERT and JANE DOE WEIBERT, his wife; RODNEY A. PANTAGES and JANE DOE PANTAGES, his wife; L. R. HARKEY and BEATRICE HARKEY, his wife; GEORGE W. RICE and JANE DOE RICE, his wife; CLAUDE SMITH and JANE DOE SMITH, his wife; ALBERT A. HAGER and JANE DOE HAGER, his wife; RUDY MARTIN and JANE DOE MARTIN, his wife; FRITZ J. SCHUERMAN and JANE DOE SCHUERMAN, his wife; JOHN J. AVELAR and JANE DOE AVELAR, his wife; FRANK L. AVELAR and JANE DOE AVELAR, his wife; JACK WOOD and JANE DOE WOOD, his wife; C. D. CAVANESS and EVA CAVENESS, his wife; W. H. SUTCLIFFE and MURIEL SUTCLIFFE, his wife; H. K. MANGUM and JANE DOE MANGUM, his wife; T. M. FLICK, Deceased, and THE UNKNOWN HEIRS OF T. M. FLICK, Deceased, and JANE DOE FLICK, his wife; WILLIAM K. WOO and JANE DOE WOO, his wife; JER KURY WOO and JANE DOE WOO, his wife; DREFAS JACKSON and JANE DOE JACKSON, his wife; JUDGE WOO and JANE DOE WOO, his wife; H. E. RAPP, EARL RAPP and ROBERT RAPP, as individuals and doing business as H.E.R. DRILLING CO., JOHN DOE, RICHARD ROE and DOE-ROE COMPANY, a Corporation, and the Unknown Heirs and Unknown Husbands and Wives of any of the above named persons,	)	COMPLAINT
Defendants.	)	

FIRST CAUSE OF ACTION

Come now the plaintiffs in the above entitled action, and for their First Cause of Action against the defendants allege:

I.

That the plaintiffs above named are single persons, or are husband or wife as indicated in the caption of this Complaint above set forth, and that the defendants above named are either single persons, or husband or wife, as indicated in the caption of the foregoing complaint; that on information and belief the plaintiffs allege that THE CENTRAL CALIFORNIA EXPLORATION COMPANY is a corporation, the corporate existence of which is to the plaintiffs unknown, and whose main place of business is 311 Helm Building, Fresno, California; that all of the defendants except

L. R. HARKEY and BEATRICE HARKEY, his wife,
GEORGE W. RICE and JANE DOE RICE, his wife,
CLAUDE SMITH and JANE DOE SMITH, his wife,
ALBERT A. HAGER and JANE DOE HAGER, his wife,
RUDY MARTIN and JANE DOE MARTIN, his wife,
FRITZ J. SCHUERMAN and JANE DOE SCHUERMAN, his wife,
JOHN J. AVELAR and JANE DOE AVELAR, his wife,
FRANK L. AVELAR and JANE DOE AVELAR, his wife,
JACK WOOD and JANE DOE WOOD, his wife,
C. D. CAVENESS and EVA CAVENESS, his wife,
W. H. SUTCLIFFE and MURIEL SUTCLIFFE, his wife,
H. A. MANGUM and JANE DOE MANGUM, his wife,
T. M. FLICK and JANE DOE FLICK, his wife,
WILLIAM K. WOO and JANE DOE WOO, his wife,
JER KURY WOO and JANE DOE WOO, his wife,
DREFAS JACKSON and JANE DOE JACKSON, his wife,
JUDGE WOO and JANE DOE WOO, his wife,

are outside of the state of Arizona, are deceased, or their residence is unknown;

That the last known address of J. A. EISELE and JANE DOE EISELE, his wife, was 11,750 Wilshire Boulevard, Los Angeles 25, California;

That the last known address of H. J. EISELE and JANE DOE EISELE, his wife, was 11,750 Wilshire Blvd., Los Angeles 25, California;

That the last known address of SERGE BESOYAN and HASMIK BESOYAN , his wife, was 433 Princeton Avenue, Fresno, California;

That the last known address of CENTRAL CALIFORNIA EXPLORATION COMPANY was 311 Helm Building, Fresno, California;

That the last known address of THE BESOYAN FAMILY TRUST was 433 Princeton Avenue, Fresno, California;

That the last known address of V. D. MANVILLE and JANE DOE MANVILLE was 311 Helm Building, Fresno, California

That the last known address of DICK ROSS and PEITE ROSS, his wife, was c/o Indian Mud Company, Oklahoma City, Oklahoma;

That the last known address of BAYARD WEIBERT and JANE DOE WEIBERT, his wife, was 2909 Park Center Drive, Hollywood, California;

That the last known address of RODNEY A. PANTAGES and JANE DOE PANTAGES, his wife, was 6233 Hollywood Boulevard, Hollywood 28, California;

That the last known address of EARL RAPP and JANE DOE RAPP, his wife, was Oklahoma City, Oklahoma;

That the last known address of ROBERT RAPP and JANE DOE RAPP, his wife, was Oklahoma City, Oklahoma;

That the last known address of H. E. RAPP and JANE DOE RAPP, his wife, was Chino, California;

And that the last known address of J. A. CRONIN and JANE DOE CRONIN, his wife, was Great Falls, Montana;

And the last known address of the H. E. R. DRILLING COMPANY was Oklahoma City, Oklahoma;

And none of the said defendants other than those excepted above, can be personally served in the State of Arizona; that JOHN DOE, RICHARD ROE and the DOE-ROE COMPANY are fictitious persons or corporations, and plaintiffs pray that if and when the true name of any of said defendants is ascertained, they may be permitted to

substitute the true name instead of such ficticious name, as if said persons or corporations had been correctly named herein in the first place.

II.

That the plaintiffs are now and at all times herein mentioned have been the lawful owners and holders in fee simple of all mineral, oil and gas rights on Sections 1, 3, 10 and 11 in Township 16 North, Range 16 East; that portion of Section 23 East of line from the South Quarter Corner to the Northeast Corner of Section 23, and all of Sections 25 and 35 in Township 17 North, Range 16 East; all of Sections 6 and 8 in Township 16 North, Range 17 East, and all of Sections 19, 20, 21, 29, 30, 31 and the Northwest Quarter of Section 33 in Township 17 North, Range 17 East, Gila and Salt River Meridian, Arizona.

III.

That on or about the 16th day of April, 1954, plaintiffs herein C. D. McCAULEY, NINA M. McCAULEY, husband and wife, and NANA M. POE, an unmarried woman, entered into a certain indenture of lease in writing from them to one J. A. EISELE of the premises aforesaid for the purposes of prospecting for and obtaining oil and gas as shown by a copy of said lease, marked Exhibit A, annexed hereto and made a part hereof, to which reference is made for a more complete description of the terms and conditions of said lease, which said lease was duly acknowledged by the parties lessors and said lessee so as to entitle it to be recorded, and the same was thereafter on June 10, 1954, duly recorded in Volume 59 of Official Records at pages 487 through 490 in the office of the County Recorder of Navajo County, Arizona.

IV.

That by the terms of said lease, no provision was made as to exact delay dates, but the intent and purport of said lease

was and is to the effect that drilling operations for the testing and production of oil and gas was to be continuous, that a well was commenced thereon soon after the date of said lease, and was abandoned in the month of December, 1954, and further effort has not been made to prospect or test said land for oil or gas, nor has any rental been paid for such delay; that said delay is unreasonable; that said lease further provided that if a well was commenced on said land and a dry hole resulted, and if a second well was not commenced within twelve months from the last rental period, the lease should terminate as to both parties unless rental should be paid for further delay;

That more than three years have expired since the abandonment of the first well as a dry hole, that on information and belief, plaintiffs allege that the lessee, J. A. EISELE, has made numerous assignments of interest under said lease to other persons who are named as defendants herein, and that neither J. A. EISELE nor such assignees have made any reasonable effort to test or drill said property since December, 1954;

That such assignees are J. A. Cronin, Dick Ross, Fatte Ross and N. W. Wilcox;

That J. A. Cronin in turn likewise made assignments to L. R. Harkey and Beatrice Harkey, his wife; Bayard Weibert and Jane Doe Weibert, his wife; Rodney A. Pantages and Jane Doe Pantages, his wife;

That said L. R. Harkey and Beatrice Harkey, his wife, made assignments to George W. Rice, et ux, Olando Smith, et ux, Albert A. Hager, et ux, Rudy Martin, et ux, Fritz J. Schuerman, et ux, John J. Avelar, et ux, Frank L. Avelar, et ux, Jack Wood, et ux, C. D. Caveness and Eva Caveness, his wife, W. H. Sutcliffe and Muriel Sutcliffe, his wife, H. K. Mangum, et ux, T. H. Flick, deceased, et ux, William K. Woo, et ux, Jer Kury Woo, et ux, Drefen Jackson, et ux, and Judge Woo, et ux;

That said Bayard Weibert made assignment to L. R. Harkey;

That the said J. A. Kisele and assignees above named claim some right, title and interest in and to said lands and premises and that all of the claims of said defendants are without any right whatsoever; that the said defendants have no claim, right, title, estate or interest whatever in or to the said lands or premises or any part thereof;

V.

That certain personal property has been so affixed and annexed to the real property above described, and in the well which was drilled, and abandoned, that said personal property has become and is a part of the real property.

WHEREFORE, plaintiffs pray judgment against the defendants, that the defendants be required to set forth the nature of their claims and that all adverse claims be determined by judgment or decree of the court to be without any right whatsoever, and that it be adjudged that the defendants have no right, title, interest or estate in or to said property, including any personal property that has become realty as above, or in and to said lands and premises or any part thereof, that they, the said defendants be forever barred and estopped from asserting any claim in and to said lands, premises, or personal property which has been so affixed as to become a part of the said real property, and that it be decreed that plaintiffs are the owners of said lands and of said personal property in fee simple, and that said lease be cancelled, annulled, invalidated, and the record in the office of the County Recorder purged and released from the force and effect thereof in all manner whatsoever; plaintiffs pray for such other and further relief as to equity shall seem meet and proper, and plaintiffs will ever pray, etc.

W. E. FERGUSON
109 East Arizona
Holbrook, Arizona

ATTORNEY FOR PLAINTIFFS

SECOND CAUSE OF ACTION

As a second, separate and further cause of action, plaintiffs complain against defendants and allege:

I.

The plaintiffs here refer to their first cause of action, and make the same a part of this Second Cause of Action as though set forth word for word herein.

II.

That on the 31st day of May, 1957, and for many months prior thereto and at all times herein mentioned, plaintiffs were and are the owners of the following described real property, to-wit:

> All of Sections one, three, ten and eleven in Township Sixteen North of Range sixteen East; that portion of Section Twenty-three east of line from the South Quarter Corner to the Northeast Corner of Section Twenty-three and all Sections Twenty-five and Thirty-five in Township Seventeen North of Range Sixteen East; All Sections Six and Eight in Township Sixteen North of Range Seventeen East; and all Sections Nineteen, Twenty, Twenty-one, Twenty-nine, Thirty, Thirty-one and the Northwest Quarter of Section Thirty-three in Township Seventeen North of Range Seventeen East, Gila and Salt River Meridian, Arizona.

III.

That on the 31st day of May, 1957 an instrument was signed and acknowledged by C. D. McCauley and Nina M. McCauley his wife, and Serge Essoyan, but was not signed nor acknowledged by Nana M. Foe until the 15th day of June, 1957, and said instrument was not delivered or fully executed until the 15th day of June, 1957, and that the defendants did not, nor did any of them pay any consideration whatsoever for the execution or delivery of said lease; that during negotiations and on the 31st day of May, 1957 and on the 15th day of June, 1957, the defendant Serge Essoyan, in order to induce the plaintiffs to convey, execute and deliver to him said lease as above, represented to plaintiffs that he had entered negotiations with one J. A. Fiesle, the lessee named in that certain lease dated April 16, 1954, marked Exhibit A,

and set forth in full in the First Cause of Action herein, and that he could secure the surrender and release of aforesaid lease if and provided that plaintiffs herein would execute a further lease to him, which said lease is marked Exhibit B, attached hereto and made a part hereof, and which said representation secured for said Serge Besoyan a deferment of payments for a period of two years; that said Serge Besoyan further represented to the plaintiffs that he was a man of unlimited wealth and resources but was unable to make payment in cash at the time of the execution of said lease marked Exhibit B, for the reason that he was on a budget and that his budget for that particular period had been expended, and that his tax situation was such that he could not expend further money until a later time; that defendant Serge Besoyan further represented to plaintiffs that he had a drilling rig available and would place same on the lands included in aforesaid lease immediately upon the execution of lease marked Exhibit B; that during negotiations the plaintiffs informed said defendant Serge Besoyan that it was their wish to sell one quarter interest in their mineral rights to the property above set forth and other properties not herein concerned, and that at that time and at the time of the execution of lease Exhibit B above set forth, said Serve Besoyan represented to plaintiffs that he had sold the one quarter interest in the mineral rights desired to be sold by plaintiffs, to three associates in Fresno, California, but that the sale of said one quarter interest as aforesaid would not be completed until he obtained the lease herein involved as Exhibit B, and that his associates had so required in the transaction or sale of said one quarter interest; that said representations were false, that they were material to the plaintiffs, and that said Serge Besoyan knew they were material to the plaintiffs to induce plaintiffs to enter into said lease Exhibit B, and that they were given with the intent to influence plaintiffs

to execute said Exhibit B, and to induce plaintiffs to act thereon, that the plaintiffs were ignorant of the falsity of said representations and relied on them as being true, that they had no way of determining as to the truth or falsity of said representations in that to be able to disprove what said defendant Serge Basoyan stated or represented at the time would have required great expense on the part of the plaintiffs as most of the fact or falsity thereof lay in the State of California while said lease Exhibit B was executed in the County of Navajo, State of Arizona; that said representations were false in that the Eisele mentioned in regard to Exhibit A had made no such representations to Serge Basoyan, and had no intention of releasing to him, but did release direct to the plaintiffs herein; that Serge Basoyan did not have at that time great wealth or resources available to him, and such statement or representation was made solely to induce those plaintiffs to execute Exhibit B without any consideration whatsoever, that they did execute said Exhibit B without any consideration; that no consideration of any sort was paid to the plaintiffs for the execution of said lease Exhibit B and no benefit resulted therefrom to the plaintiffs; that plaintiffs would not have executed said lease Exhibit B except for the false representations made as aforesaid; that in truth and in fact, said representations were wholly false as plaintiffs are informed and believe and allege on such information and belief.

IV.

That under and by virtue of the terms of said lease Exhibit B and as pertaining to said Exhibit A annexed to said lease, the defendant agreed "to drill at least one well on said lands within a reasonable time, to base or to production, and in the event oil or gas is discovered in commercial quantities, lessee agrees to drill a well on each section as rapidly as possible, but shall not be required to keep more than one rig in operation", that the defendant, although nine months have elapsed, has made no move

to commence drilling a well on the property set forth in said Exhibit B and has offered no reasonable excuse at any time for his failure so to do, that defendant Serge Besoyan seems to be avoiding contact with the plaintiffs, as he has been in the vicinity where plaintiffs reside on several occasions during said period of time and has made no contact with any of the plaintiffs concerning his said lease or his premises, or any statements in connection therewith; that plaintiffs did not learn of the falsity of the above statements until by the lapse of time and several months after the same were made plaintiffs became curious, and upon investigation learned that all of said statements are false and untrue.

V.

That plaintiffs are credibly informed and believe, and here allege on information and belief, that the other defendants named herein claim some interest in and to the above described property; that defendant Serge Besoyan has assigned certain interests in and to the lands described in said lease Exhibit B, to-wit, to:

Central California Exploration Company
The Besoyan Family Trust
J. A. Kiesle
H. J. Kiesle
V. D. Manville

and none of said defendants have performed under the terms of said lease, and have no right, title, estate nor interest in and to said lands and premises whatsoever.

VI.

That said lease Exhibit B was acknowledged to authorize it to be recorded, and that the same was recorded in the office of the County Recorder of Navajo County, Arizona on June 25, 1957 in Book 85 of Official Records at pages 425 through 428; and the same constitutes a cloud on the title of the plaintiffs in or to their said property.

WHEREFORE, plaintiffs pray judgment against the defendants that the defendants be required to set forth the nature of their claims, and that all adverse claims be determined by judgment or decree of this court to be without any right whatever, and that it be adjudged and decreed that the defendants have no interest in or to said lands or premises or any part thereof or personal property thereon, and that they be forever barred and estopped from claiming or asserting any interest in or to said lands and premises, adverse to the plaintiffs, and that it be decreed and adjudged that the plaintiffs are the owners of said lands and premises in fee simple, and that said lease Exhibit B be delivered up, cancelled, invalidated, held for naught, and of no further effect in any manner whatsoever, and for such other and further relief as to equity shall seem meet and proper, and plaintiffs will ever pray, etc.

W. E. FERGUSON
109 East Arizona
Holbrook, Arizona

ATTORNEY FOR PLAINTIFFS

STATE OF ARIZONA)
) ss:
COUNTY OF NAVAJO)

C. D. McCauley, being first duly sworn on oath deposes and says that he is one of the plaintiffs named in the foregoing complaint, that he has read the foregoing complaint consisting of Causes of Action No. 1 and No. 2, and knows the contents thereof, that the same is true of his own knowledge except as to allegations therein made on information and belief, and as to those, he believes it to be true.

C. D. McCauley

Subscribed and sworn to before me this 7 day of March, 1958.

W. E. FERGUSON - Notary Public
Navajo County, Arizona

My commission expires July 6, 1961.
(NOTARY SEAL)

OIL AND GAS LEASE

AGREEMENT, made and entered into the 16th day of April, 1954, by and between C. D. McCAULEY and NINA M. McCAULEY, husband and wife, and NANA M. POE, an unmarried woman, of Navajo County, Arizona, hereinafter called lessor, (whether one or more), AND J. A. EISELE hereinafter called lessee, (whether one or more):

WITNESSETH: That the said lessor, for and in consideration of Ten and no/100 Dollars, cash in hand and paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, have granted, demised, leased and let, and by these presents, do grant, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the county of Navajo, State of Arizona described as follows, to-wit: Section___Township___Range___G&SR Meridian___and containing___acres, more or less.

All Sections one, three, ten and eleven in Township sixteen north Range sixteen east; that portion of Section twenty-three east of line from the south quarter corner to the northeast corner of Section twenty-three and all Sections twenty-five and thirty-five in Township seventeen north Range sixteen east; all Sections six and eight in Township sixteen north Range seventeen east; and all Sections nineteen, twenty, twenty-one, twenty-nine, thirty, thirty-one and the northwest quarter of Section thirty-three in Township seventeen north of Range seventeen east; Gila and Salt River Meridian, Arizona.

IT IS AGREED that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by the lessee.
IN CONSIDERATION of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth gross part of all oil produced and saved from the leased premises.
2nd. To pay the lessor one-eighth gross Dollars, each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making their own connections with the well at their own risk and expense.
3rd. To pay lessor for gas produced from any oil well used off the premises at the rate of one-eighth as produced and marketed Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the_____day of_____, 19___, 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_____Bank at_____, or its successors which shall continue as the depository regardless of changes in the ownership of said land, the sum of_____Dollars, which shall operate as rental and cover the privilege of deferring the commencement of a well for_____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

"EXHIBIT A"

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,

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period, which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner, as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceeding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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 for shall be paid the said lessor only in proportion_____interest bears to the whole and undivided fee.

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.

When required by lessor lessee shall bury pipe line below plow depth.

No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

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.

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 copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or to 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 in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

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 mortgages, 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 thereof.

Lessee agrees to fence all locations within a reasonable time after commercial production from any well to be drilled as herein-

after provided. In this connection Lessee agrees that should he drill upon any State or Federal oil and gas leased land adjoining Lessor's fee lands that he will drill an offset well on Lessor's adjoining land within a reasonable time after oil is produced in marketable paying quantities, or in the event that gas is produced from said well on said State or Federal oil and gas leased lands in commercially marketable quantities. Should Lessee fail to drill said offset well or wells on said adjoining fee lands of Lessor within said reasonable time, then this lease shall be null and void as to said adjoining fee lands of Lessor only, but said lease shall continue in full force and effect on the remaining lands hereinbefore set forth.

It is further agreed by Lessee that should oil in commercially marketable paying quantities be discovered on the adjoining lands of Fred Aja and the Hash Knife Ranch, or in the event of the discovery of gas in commercially marketable quantities, said Lessee will then one year after the date of this lease drill a well on all sections of Lessor's fee lands hereinbefore described. Should Lessee fail to drill said wells within the one year period, then at the expiration of said period this lease shall be null and void as to all sections of Lessor's fee lands not drilled upon, but said lease shall remain in full force and effect for any sections upon which Lessee has drilled a well or wells as hereinbefore provided.

Lessee agrees to use ordinary care in preventing waste to grazing lands and further agrees to case any well or wells so that water in Lessor's wells will not become polluted.

It is mutually agreed and understood by and between Lessor and Lessee that this lease is an amendment to and supersedes that certain oil and gas lease dated February 1, 1954, recorded in Book 57, page 280, records of Navajo County, Arizona, by and between C. D. McCauley, Nina M. McCauley and Nana M. Poe, as Lessors, and J. A. Cronin, as Lessee, which was thereafter extended by an agreement dated March 26, 1954, and recorded in Book 58, pages 306-307, records of Navajo County, Arizona, and which said lease was assigned by J. A. Cronin to J. A. Eisele on February 5, 1954, and recorded on February 10, in Volume 57 of Official Records, pages 284-285, records of Navajo County, Arizona.

Lessee shall cause maximum production to the best ability of Lessee under existing State and Federal laws on all wells producing oil or gas in marketable paying quantities within a reasonable time. Lessee shall cement or plug the bottom of the surface casing in any abandoned wells drilled and will leave all surface casing in the wells when abandoned and same shall become the property of the Lessor.

It is further mutually understood and agreed that this lease is an amendment to and supersedes that certain oil and gas lease dated March 26, 1954, by and between C. D. McCauly, Nina M. McCauley and Nana M. Poe, as Lessors, and J. A. Cronin, as Lessee, recorded in Book 58, Official Rebords, pages 308-311, records of Navajo County, Arizona, which said lease was assigned by J. A. Cronin to J. A. Eisele on April 14, 1954, and was subsequently recorded in the official records of Navajo County, Arizona.

IN TESTIMONY WHEREOF, we sign this, the 2 day of June, 1954.

/s/ C. D. McCauley

/s/ Nina M. McCauley

/s/ Nana M. Poe — Lessors

/s/ J. A. Eisele — Lessee

STATE OF ARIZONA)
) SS.
COUNTY OF NAVAJO)

ON THIS 3 day of June, A.D., 1954, before me, Maude FitzGerald, a Notary Public in and for said County, and State, personally appeared C. D. McCauley, Nina M. McCauley & Nana M. Poe, known to me, to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARY SEAL)

/s/ Maude FitzGerald
Notary Public in and for said County & State

STATE OF NEW MEXICO)
) SS.
COUNTY OF BERNALILLO)

BEFORE me, Frances E. Sniezek, a Notary Public in and for the County of Bernalillo, and State of New Mexico, on this day personally appeared Nana M. Poe, an unmarried woman, known to me to be the person whose name is subscribed to the foregoing instrument as____of_____acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this, the 1st day of June, 1954.

(NOTARY SEAL)

/s/ Frances E. Sniezek
Notary Public in and for said County & State

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

On this the 27th day of April, 1954, before me, Edward E. Williams, a notary public in and for said county and state, personally appeared J. A. EISELE, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARY SEAL)

/s/ Edward E. Williams
NOTARY PUBLIC

My commission expires: April 26, 1958.

(Endorsed on the back of said Lease was the following information: No. 2109, LEASE, OIL AND GAS, C. D. McCauley, et als TO J. A. Eisele, Dated April 16, 1954, Filed and recorded at the request of J. A. Eisele, Date 6/10/54 at 11:40 A.M. & duly recorded in Vol. 59, of Off. Rec., Page 487-490, Records of Navajo County, Arizona, Elda R. Probst, Recorder, G Deputy.)

95 - 423 - 425

State_____

County_____

Lease No._____

OIL, GAS AND MINING LEASE

THIS AGREEMENT, entered into as of the 31st day of May, 1957, between the undersigned (whether one or more) hereinafter called lessor, and Serge Besoyan, hereinafter called lessee; Witnesseth:

1. Lessor, for and in consideration of One Dollar and more in hand paid, of the rents and royalties herein provided, and of the covenants and agreements hereinafter contained to be performed by lessee, hereby grants, leases and lets exclusively unto lessee for the purpose of prospecting, exploring, drilling and testing for formations and structrues, and to operate for, drill, produce, transport and market all oil, gas and other minerals, and to build tanks, ponds, power stations, gasoline plants, canals, pipe lines, telegraph and telephone lines, and houses for employees, together with easements and servitudes for roadways, and in general for all appliances and structures and privileges which may be necessary, useful or incident in connection with any such operations conducted by lessee thereon, for the discovery of, and operating for, producing, treating, manufacturing, storing, owning, saving, taking care of, transporting and marketing all oil, gas and other minerals produced on or from the following described lands, situated in Navajo County, Arizona; to-wit:

> All of Sections one, three, ten and eleven in Township sixteen north of Range sixteen east; that portion of Section twenty-three east of line from the south quarter corner to the northeast corner of Section twenty-three and all Sections twenty-five and thirty-five in Township seventeen north of Range sixteen east; all Sections six and eight in Township sixteen north of Range seventeen east; and all Sections nineteen, twenty, twenty-one, twenty-nine, thirty, thirty-one and the northwest quarter of Section thirty-three in Township seventeen north of Range seventeen east; Gila and Salt River Meridian, Arizona.

containing 9,735.63 acres, or as records may show, of land, more or less, including all excess and/or vacant lands and/or mineral interest therein that lessor has the right to acquire by virtue of lessor's ownership and/or interest in the above described lands.

2. Subject to the other provisions herein contained this lease shall remain in force from the above date, to the first rental paying date hereinafter set out, and for a term of 5 years thereafter, herein called ("primary term") and as long thereafter as oil, gas or other mineral is produced and marketed on or from the above described land.

3. The royalties herein reserved by lessor are: (a) on oil one-eighth of that produced and saved from said land, the same to be delivered at the well, or to lessor's credit into the pipe line to which the wells may be connected; (b) on gas including casinghead gas and other gaseous substance produced from said land, the royalty shall be one-eighth of the available market price at the well of such gas or gaseous substance on the day such gas or gaseous substances is sold, or used off the premises, or used in the manufacture of gasoline and/or other products; (c) on all other minerals mined and marketed from said land, the royalty shall be one-sixteenth either in kind or value at the well or mine at election of lessee, except that on sulphur the royalty shall be fifty cents per long ton.

4. If operations for the drilling of a well on said land are not commenced on or before the well has already been commenced, this lease shall then terminate as to all parties unless on or before such date lessee or assigns shall pay or tender to lessor or to lessor's credit in the _____Bank at_____, or its successors, which

"EXHIBIT B"

bank and its successors are lessor's agent and shall continue as the depository of any and all sums payable hereunder, regardless of changes of ownership of said lands, minerals and/or rentals, the sum of_____Dollars, ($_____), which shall operate as rental and cover lessee's privilege of deferring the commencement of drilling operations thereon for a period of one year from the first rental paying date. Then, thereafter in like manner and upon like payments or tenders the commencement of drilling operations thereon may be further deferred for like periods of one year each during the primary term and any extensions thereof. All payments or tenders may be made by check or draft of lessee's or any assignee's thereof, mailed or delivered to lessor, or to the depository bank or its successors on or before the rental paying date. If any depository makes any charges for exchange or otherwise in connection with its services as depository, all such charges shall be borne by lessor. If the depository bank or any successors should fail, liquidate or for any reason fail or refuse to accept such payments or tenders, lessee shall not be held in default or liable for damages for failure to make such payments or tenders, unless and until thirty days after receipt of a written instrument from lessor naming another depository to receive such payments or tenders.

5. Lessor shall have the privilege at the risk and expense of lessor of making connection and using gas free of cost for all stoves and inside lights in the principal dwelling thereon from any gas well on said land out of any surplus gas not needed for operations hereunder. When requested by lessor, lessee will bury its pipe lines below ordinary plow depth on any cultivated portions of said lands, and no well or mine will be drilled within 200 feet of the principal dwelling now on said land without consent of the owner of said dwelling. Lessee shall pay for all damages caused by its operations to growing crops, improvement and livestock on said land. Lessee shall have the right at any time during or after the expiration of this lease to remove all or any part of its property and fixtures from said lands, including the right to draw and remove all or any part of its casing and pipe lines. Lessee shall have the free use of oil, gas, coal and water from said lands for all operations, except water from lessor's irrigating ditches, wells, and other water needed for domestic and livestock purposes thereon. For all purposes hereof, lessor hereby releases and waives all rights in said leased premises under all homestead and other exemption laws of said State.

7. If the lands and/or minerals covered by this lease are owned in severalty or in separate tracts this lease nevertheless shall be developed and operated as one lease and all rentals and royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to each separate owner in the proportion that each owner's mineral interest therein bears to the entire leased premises. In case lessor owns a less interest in said lands and/or minerals than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid lessor only in the proportion which lessor's mineral interest therein bear to the entire fee title. All royalties accruing hereunder shall bear their proportionate share of all taxes assessed, levied on or against, measured by, or required to be paid on account of such production, sale and/or transportation thereof, and lessee may at its election pay and discharge all such taxes as due, and charge lessor's share against subsequently accruing royalties hereunder.

8. The rights of either party under this lease may be assigned at any time either in whole or in part, but no sale or assignment by lessor shall operate to enlarge the obligations or diminish the rights and privileges of lessee. No sale or assignment by lessor shall be binding on lessee for any purpose, until lessee shall have been furnished with an instrument in writing evidencing such sale or assignment. If lessee assigns this lease in whole, or as to

specific parts, or as to an undivided interest therein, the obligations, if any, to pay rentals is apportioned as between the several lease owners ratably according to their respective interests therein, and default by one or more in the payments or tenders of rentals shall not affect the validity of the lease on the portion of said lands and/or mineral interest therein upon which pro-rata rentals are duly paid or tendered. Lessee may at any time surrender this lease either in whole or in part by delivering or mailing a release or releases thereof to lessor, or placing the same of record in the proper county.

9. If prior to discovery of oil, gas or other minerals on said lands, lessee should drill a dry hole or holes thereon, (meaning a hole non-productive of either oil, gas or other minerals in commercial quantities), or if after the discovery of oil, gas or other minerals thereon, the productions thereof, should cease from any cause, this lease shall not be terminated thereby, if lessee commences additional drilling or reworking operations thereon within ninety days thereafter, or, if it be within the primary term commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of ninety days from the completion of dry hole, or cessation of production thereon. If at any time during or after the expiration of the primary term of this lease, the production thereof shall cease from any cause, lessee shall have ninety days from cessation of production thereon within which at election of lessee to commence operations for the drilling of another well or deepen an existing well or wells or otherwise to attempt to restore the production of such existing well or wells, if such operations are commenced within the allowed time, the lease shall remain in force so long as operations are prosecuted thereon with no cessation of more than sixty consecutive days, and, if they result in the production of oil, gas or other minerals so long thereafter as either oil, gas or other minerals is produced and marketed on or from said land.

10. Lessee is empowered in the operation of the demised premises to commit said lands, operations and interests of the parties hereunder to and by such cooperative, unit, pro-ration participating area, pooling and other plans affecting development, operations and marketing of production from said lands and the area or field which includes the same, to prevent economic physical waste, to define the boundaries of the pool upon which the leased premises or any part may be situated, to conserve the reservoir energy of the pool, to protect and confirm the correlative rights of all owners in the pool, to develop and foster markets for the products of the pool and to enter into agreements with owners of lands, lease or leases of the pool to carry out the foregoing and to unitize the pool and all oil, gas and gaseous substance therein so that the pool will be managed and operated as an entirety and all unitized substances from the pool shall be apportioned and allocated on an acreage basis to the several tracts comprising the pool. However, if any oil or gas lands of the United States are included in such plan or plans, lessee may commit said lands, operations and the estates and interests of parties hereunder, to and by such cooperative, unit, pro-ration participating area, pooling and other plans affecting development, operations and marketing of production from said lands and the area or field which includes same as shall be prescribed and/or approved by the Secretary of the Interior, in each case of inconsistency, if any, between the provisions hereof, and those of the Secretary of the Interior, those of the Secretary of the Interior shall control, including the taking of royalties by lessor upon the basis of production allocated to said lands under such plan or plans, instead of upon production produced and marketed from said lands alone, and any remaining acreage covered by this lease not pooled into an operating unit shall be treated as a separate lease from the acreage so pooled.

11. Lessee's obligations hereunder shall be subject to and suspended during the prevention thereof, or interference therewith, by related action of, or under any governmental authority asserting jurisdiction over same, or by Act of God, or when drilling or other operations are delayed or interrupted by lack of water, labor, material or market, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, difference with workmen, or failure of carriers to transport or furnish facilities for transportation, or as the result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of lessee, the time of any such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend lessor's title to said lands and minerals and agrees that lessee may, at its election, pay and discharge any delinquent taxes, mortgages or other liens existing, levied or assessed on or against said lands and/or minerals either in whole or in part, if lessee does so, lessee shall be subrogated to the rights of any holder thereof, without impairment of lessee's rights under lessor's warranty in the event of failure of title. All provisions of this lease are co-dependent for the benefit of, and binding upon its signatories and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first written above.

/s/ Serge Besoyan

/s/ C. D. McCauley

/s/ Nina M. McCauley

Nana M. Poe (Name printed in ink)

STATE OF ARIZONA)
) SS.
COUNTY OF NAVAJO)

ACKNOWLEDGMENT
Single or Married

On this 31st day of May, 1957, before me personally appeared Serge Besoyan, and C. D. McCauley and Nina M. McCauley, husband and wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

My commission expires on the 5th day of September, A.D., 1957.

(NOTARY SEAL)

/s/ W. Dean Nutting
Notary Public

STATE OF ARIZONA)
COUNTY OF COCONINO) SS.

On this 15th day of June, 1957, before me personally appeared Nana M. Poe to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

(NOTARY SEAL)

/s/ Edna K. Long
Notary Public

My commission expires on the
17th day of October, A.D., 1959.

(ENDORSED on the back of said Lease was the following information: No. 2816, OIL, GAS AND MINERAL LEASE, From C. D. McCauley, et als To Serge Besoyan, Dated May 31, 1957; STATE OF ARIZONA, COUNTY OF NAVAJO) SS: This instrument was filed for record on 25th day of June, 1957 at 3:10 O'clock P.M., and duly recorded Book 95 Off. Rec. Page 423 - 425 Incl. of Elda R. Probst, County Clerk-Register of Deeds.)

(Annexed to said Lease and marked "EXHIBIT A" to it is the following:)

"EXHIBIT A"

1. Lessee or his assigns agree to deliver to lessors in cash one-eighth of the gross production of oil or gas, including casing-head gas and other gaseous substances, at time of sale or delivery of same.

2. There shall be no payments due on this lease for a period of two years from date; thereafter and commencing on the 15th day of June, 1957, and thereafter on the 15th day of each June during the term hereof. In the event the lessee or any assignee of lessee shall sell or assign said lease, then said lessee agrees to pay to lessors an additional sum equal to fifty per cent of net profit realized on such sale or transfer after two year period.

3. The lessee agrees that if oil or gas is discovered in commercial quantities on any land adjacent or contiguous to lands leased herein, to drill off-set wells within a reasonable time but that at no time shall he be required to have more than one rig drilling.

4. The lessee agrees to leave one abandoned well for a stock water well if no commercial production of oil, gas or helium is discovered. This to be on written demand of lessor owner within 60 days of abandoning of well.

5. Lessee agrees to use existing roads insofar as possible and further agrees to fence all drilling sites for protection of livestock.

6. Lessee agrees to abide by all State and Federal Laws governing the production of gas, oil or helium and their by-products.

7. Lessee agrees to drill at least one well on said lands within a reasonable time, to base or to production, and in the event oil or gas is discovered in commercial quantities, lessee agrees to drill a well on each section as rapidly as possible but shall not be required to keep more than one rig in operation.

8. On expiration of five years, lessee agrees to surrender lease to lessors on all sections on which well has not been drilled to base or to production. On production, lessee agrees to operate in such manner that maximum production will result, consistent with good oil field practice and according to State and Federal Laws.

9. This lease and Exhibit subject to rights, if any, of assignees of J. A. Eisele, if made, during term of a former lease on hereinbefore described premises.

10. It is agreed and understood that where there is conflict in printed form and Exhibit attached, the terms of the Exhibit shall apply.

/s/ C. D. McCauley

/s/ Serge Basoyan

/s/ Nina M. McCauley

2. There shall be no payments due on this lease for a period of two years from date; thereafter and commencing on the 15th day of June 1959, lessee agrees to pay to lessors the sum of $1.00 per acre per annum for each year of this lease; first payment due June 15, 1959, and thereafter on the 15th day of each June during the term hereof. In the event the lessee or any assignee of lessee shall sell or assign said lease, then said lessee agrees to pay to lessors an additional sum equal to fifty percent of net profit realized on such sale or transfer after two year period.

CDM)
NM) (Initials written in ink)

FORM 430 2-57

PAN AMERICAN PETROLEUM CORPORATION

Post Office Box 1714
Albuquerque, New Mexico

December 31, 1957

State Land Department
422 Arizona State Office Building
Phoenix, Arizona

Gentlemen:

This is to advise you that we sent on December 30, 1957, via Apex, the set of samples on the Indian Mud Company No. 1 Eisele-McCauley, Section 1, T16N R16E, Navajo County, Arizona.

We requested these samples from you earlier this month, and at that time, agreed to send you a duplicate of the sample log that we would prepare. Your copy of the log is now being reproduced and will be forwarded to your office in Phoenix.

You will note our geologist found a number of skips in the set of samples that we used. If you have another set that may be more complete or have any idea where a complete set could be obtained, we would appreciate your advising us.

Thank you for the loan of these samples.

Very truly yours,

PAN AMERICAN PETROLEUM CORPORATION

Paul W. Lewis

Paul W. Lewis, Scout

PWL:mrh

32 x

Muriel

From file we should make a note to hold bond until we get a complete set. I realize this is one of those wells which we are not sure just what the status is but we should keep in mind the samples which are missing and try to get them.

Phil

RECEIVED JAN 2 1958 STATE LAND DEPT.

I talked to Paul over the phone so I see no need to answer this.

20

32 × 1

August 19, 1957

Mrs. Nina McCamant McCauley
P. O. Box 66
Winslow, Arizona

Dear Mrs. McCauley:

Your letter addressed to Mr. Phillip W. Johnson marked "personal" was opened and read to him at his request. Mr. Johnson has been on vacation, and during a long distance telephone conversation, he requested that I write to you and advise you that he will contact you after September 1st.

Very truly yours,

STATE LAND DEPARTMENT

Mrs. Muriel R. Bates,
Secretary

mb

90

32 × 8

August 3rd 1957.
At the Ranch.

Dear Mr. Johnson -

Mr. Besoyan and Mr. Eisele have told us that they intend to make a thorough test of the "Oil Well" on our Sec. 1, T16"-R16E, within the next ten days or two weeks. I would like for you to be present then as our guest so would you please keep in pretty close touch with us the day after the present date. When they opened the casing last week there was a pretty good showing of natural gas and the water now stands within 700 feet of the top.

I do not understand these men's attitude so might be just as well to keep quiet about your intentions of being present at this test until they get it started, they are too secretive for me, and I believe they would postpone the test for an indefinite time for any flimsy excuse. I hope they are not just

go

kidding us about making this test.
If you are up this way stop by any time.

Very truly

Nina McLemant McCauley

P. O. Box 66
Winslow, Ariz.

I am sending this to you personally as they are apt to get pretty good reports out of your office.

August 7, 1957

Mr. P. E. Minnick
The Fremont Petroleum Company
824 Equitable Building
Denver 2, Colorado

Dear Mr. Minnick:

We received your letter of July 25, 1957, along with a $5.00 check which you presented to cover the cost of duplicating electric log, oil and gas log, McCauley #1, in Section 1, 16-N 16-E, Navajo County.

We regret that this well has not been abandoned so that the well is available to the public. As you know, we are not authorized to release logs of wells until six months after the abandonment of the well.

You may contact Mr. J. A. Eisele, Eisele Sales, Inc., 1175 Wilshire Blvd., West Los Angeles 25, California. We are also returning your check for $5.00. We are indeed sorry that we are not in a position to furnish this log at this time.

Very truly yours,

Louis C. Duncan
Manager

LCD/pm
Enc. Check #3689

THE FREMONT PETROLEUM COMPANY
824 EQUITABLE BUILDING
DENVER 2, COLORADO
KEYSTONE 4-6271

July 25, 1957

STATE LAND OFFICE
422 Arizona State Office Bldg.
Phoenix, Arizona

Gentlemen:

We understand that your office has an electric log on the following well:

Operator: J. C. Eisele
Well: McCauley #1
Location: Section 1 - 16N-16E
Navajo County, Arizona

Kindly send us a copy at your early convenience.

Enclosed please find our check for $5.00 to cover the cost of duplicating same. Should this not cover the costs please advise and we will promptly remit.

Sincerely,

THE FREMONT PETROLEUM COMPANY

P. E. Minnick

P. E. Minnick

PEM:mk

Enclosure

70

Revised Producers 88
K.L. 544

OIL, GAS AND MINING LEASE

State _____
County _____
Lease No. _____

This Agreement, entered into as of the 31st day of May, 1957, 19XX, between the undersigned (whether one or more) hereinafter called lessor, and Sarge Becoyan hereinafter called lessee; Witnesseth:

1. Lessor, for and in consideration of One Dollar and more in hand paid, of the rents and royalties herein provided, and of the covenants and agreements hereinafter contained to be performed by lessee, hereby grants, leases and lets exclusively unto lessee for the purpose of prospecting, exploring, drilling and testing for formations and structures, and to operate for, drill, produce, transport and market all oil, gas and other minerals, and to build tanks, ponds, power stations, gasoline plants, canals, pipe lines, telegraph and telephone lines, and houses for employees, together with easements and servitudes for roadways, and in general for all appliances and structures and privileges which may be necessary, useful or incident in connection with any such operations conducted by lessee thereon, for the discovery of, and operating for, producing, treating, manufacturing, storing, owning, saving, taking care of, transporting and marketing all oil, gas and other minerals produced on or from the following described lands, situated in Navajo County, Arizona; to-wit:

All of Sections one, three, ten and eleven in Township sixteen north of Range sixteen east; that portion of Section twenty-three east of line from the south quarter corner to the northeast corner of Section twenty-three and all Sections twenty-five and thirty-five in Township seventeen north of Range sixteen east; all Sections six and eight in Township sixteen north of Range seventeen east; and all Sections nineteen, twenty, twenty-one, twenty-nine, thirty, thirty-one and the northwest quarter of Section thirty-three in Township seventeen north of Range seventeen east; Gila and Salt River Meridian, Arizona.

or as records may show

containing 9,735.63 acres of land, more or less, including all excess and/or vacant lands and/or mineral interest therein that lessor has the right to acquire by virtue of lessor's ownership and/or interest in the above described lands.

2. Subject to the other provisions herein contained this lease shall remain in force from the above date, to the first rental paying date hereinafter set out, and for a term of 5 years thereafter, herein called ("primary term") and so long thereafter as oil, gas or other mineral is produced and marketed on or from the above described land.

3. The royalties herein reserved by lessor are: (a) on oil one-eighth of that produced and saved from said land, the same to be delivered at the well, or to lessor's credit into the pipe line to which the wells may be connected; (b) on gas including casinghead gas and other gaseous substance produced from said land, the royalty shall be one-eighth of the available market price at the well of such gas or gaseous substance on the day such gas or gaseous substances is sold, or used off the premises, or used in the manufacture of gasoline and/or other products; (c) on all other minerals mined and marketed from said land, the royalty shall be one-sixteenth either in kind or value at the well or mine at election of lessee, except that on sulphur the royalty shall be fifty cents per long ton.

4. If operations for the drilling of a well on said land are not commenced on or before the well has already been commenced _____, 19____, this lease shall then terminate as to all parties, unless on or before such date lessee or assigns shall pay or tender to lessor or to lessor's credit in the _____ Bank at _____, or its successors, which bank and its successors are lessor's agent and shall continue as the depository of any and all sums payable hereunder, regardless of changes of ownership of said lands, minerals and/or rentals, the sum of _____ Dollars, ($ _____), which shall operate as rental and cover lessee's privilege of deferring the commencement of drilling operations thereon for a period of one year from the first rental paying date. Then, thereafter in like manner and upon like payments or tenders the commencement of drilling operations thereon may be further deferred for like periods of one year each during the primary term and any extensions thereof. All payments or tenders may be made by check or draft of lessee's or any assignee's thereof, mailed or delivered to lessor, or to the depository bank or its successors on or before the rental paying date. If any depository makes any charges for exchange or otherwise in connection with its services as depository, all such charges shall be borne by lessor. If the depository bank or any successors should fail, liquidate or for any reason fail or refuse to accept such payments or tenders, lessee shall not be held in default or liable for damages for failure to make such payments or tenders, unless and until thirty days after receipt of a written instrument from lessor naming another depository to receive such payments or tenders.

5. Lessor shall have the privilege at the risk and expense of lessor of making connection and using gas free of cost for all stoves and inside lights in the principal dwelling thereon from any gas well on said land out of any surplus gas not needed for operations hereunder. When requested by lessor, lessee will bury its pipe lines below ordinary plow depth on any cultivated portions of said lands, and no well or mine will be drilled within 200 feet of the principal dwelling now on said land without consent of the owner of said dwelling. Lessee shall pay for all damages caused by its operations to growing crops, improvement and livestock on said land. Lessee shall have the right at any time during or after the expiration of this lease to remove all or any part of its property and fixtures from said lands, including the right to draw and remove all or any part of its casing and pipe lines. Lessee shall have the free use of oil, gas, coal and water from said lands for all operations, except water from lessor's irrigating ditches, wells, and other water needed for domestic and livestock purposes thereon. For all purposes hereof, lessor hereby releases and waives all rights in said leased premises under all homestead and other exemption laws of said State.

7. If the lands and/or minerals covered by this lease are owned in severalty or in separate tracts this lease nevertheless shall be developed and operated as one lease and all rentals and royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to each separate owner in the proportion that such owner's mineral interest therein bears to the entire leased premises. In case lessor owns a less interest in said lands and/or minerals than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid lessor only in the proportion which lessor's mineral interest therein bear to the entire fee title. All royalties accruing hereunder shall bear their proportionate share of all taxes assessed, levied on or against, measured by, or required to be paid on account of such production, sale and/or transportation thereof, and lessee may at its election pay and discharge all such taxes as due, and charge lessor's share against subsequently accruing royalties hereunder.

8. The rights of either party under this lease may be assigned at any time either in whole or in part, but no sale or assignment by lessor shall operate to enlarge the obligations or diminish the rights and privileges of lessee. No sale or assignment by lessor shall be binding on lessee for any purpose, until lessee shall have been furnished with an instrument in writing evidencing such sale or assignment. If lessee assigns this lease in whole, or as to specific parts, or as to an undivided interest therein, the obligations, if any, to pay rentals is apportioned as between the several lease owners ratably according to their respective interests therein, and default by one or more in the payments or tenders of rentals shall not affect the validity of the lease on the portion of said lands and/or mineral interest therein upon which pro-rata rentals are duly paid or tendered. Lessee may at any time surrender this lease either in whole or in part by delivering or mailing a release or releases thereof to lessor, or placing the same of record in the proper county.

9. If prior to discovery of oil, gas or other minerals on said lands, lessee should drill a dry hole or holes thereon, (meaning a hole non-productive of either oil, gas or other minerals in commercial quantities), or if after the discovery of oil, gas or other minerals thereon, the production thereof, should cease from any cause, this lease shall not be terminated thereby, if lessee commences additional drilling or reworking operations thereon within ninety days thereafter, or, if it be within the primary term commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of ninety days from the completion of dry hole, or cessation of production thereon. If at any time during or after the expiration of the primary term of this lease, the production thereof shall cease from any cause, lessee shall have ninety days from cessation of production thereon within which at election of lessee to commence operations for the drilling of another well or deepen an existing well or wells or otherwise to attempt to restore the production of such existing well or wells, if such operations are commenced within the allowed time, the lease shall remain in force so long as operations are prosecuted thereon with no cessation of more than sixty consecutive days, and, if they result in the production of oil, gas or other minerals so long thereafter as either oil, gas or other mineral is produced and marketed on or from said land.

10. Lessee is empowered in the operation of the demised premises to commit said lands, operations and interests of the parties hereunder to and by such cooperative, unit, pro-ration participating area, pooling and other plans affecting development, operations and marketing of production from said lands and the area or field which includes the same, to prevent economic physical waste, to define the boundaries of the pool upon which the leased premises or any part may be situated, to conserve the reservoir energy of the pool, to protect and conserve the correlative rights of all owners in the pool, to develop and foster markets for the products of the pool and to enter into agreements with owners of lands, lease or leases of the pool to carry out the foregoing and to unitize the pool and all oil, gas and gaseous substance therein so that the pool will be managed and operated as an entirety and all unitized substances from the pool shall be apportioned and allocated on an acreage basis to the several tracts comprising the pool. However, if any oil or gas lands of the United States are included in such plan or plans, lessee may commit said lands, operations and the estates and interests of the parties hereunder, to and by such cooperative, unit, pro-ration participating area, pooling and other plans affecting development, operations and marketing of production from said lands and the area or field which includes same as shall be prescribed and/or approved by the Secretary of the Interior, in the case of inconsistency, if any, between the provisions hereof, and those of the Secretary of the Interior, those of the Secretary of the Interior shall control, including the taking of royalties by lessee upon the basis of production allocated to said lands under such plan or plans, instead of upon production produced and marketed from said lands alone, and any remaining acreage covered by this lease not pooled into an operating unit shall be treated as a separate lease from the acreage so pooled.

11. Lessee's obligations hereunder shall be subject to and suspended during the prevention thereof, or interference therewith, by related action of, or under any governmental authority asserting jurisdiction over same, or by Act of God, or when drilling or other operations are delayed or interrupted by lack of water, labor, material or market, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, difference with workmen, or failure of carriers to transport or furnish facilities for transportation, or as the result of some order, regulation or necessity of the government, or as the result of any cause whatsoever beyond the control of lessee, the time of any such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend lessor's title to said lands and minerals and agrees that lessee may, at its election, pay and discharge any delinquent taxes, mortgages or other liens existing, levied or assessed on or against said lands and/or minerals either in whole or in part, if lessee does so, lessee shall be subrogated to the rights of any holder thereof, without impairment of lessee's rights under lessor's warranty in the event of failure of title. All provisions of this lease are co-dependent for the benefit of, and binding upon its signatories and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first written above.

Sarge Becoyan

Carl M. Carlin
Mae M. McClure
Nana M. Fee

STATE OF Arizona
COUNTY OF Navajo } ss:

ACKNOWLEDGMENT
Single or Married

On this 31st day of May, 1957, 19__, before me personally appeared Serge Basoyan, and C. D. McCauley and Nina M. McCauley, husband and wife,

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

My Commission expires on the 5th day of September, 1957 xxxxx

Notary Public.

STATE OF
COUNTY OF } ss:

ACKNOWLEDGMENT
Single or Married

On this ____ day of ____, 194__, before me personally appeared ____

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

My Commission expires on the ____ day of ____, A. D. 19__

Notary Public.

THE STATE OF
COUNTY OF } ss:

CORPORATION ACKNOWLEDGMENT

BE IT REMEMBERED, that on this ____ day of ____, A. D. 19__, before me, the undersigned, a Notary Public ____ in and for said County and State, on this day personally appeared ____ to me known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the said ____ corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This ____ day of ____, A. D. 19__

Notary Public

OIL, GAS AND MINERAL LEASE

No.

FROM

TO

Block Addition

19__

County

Township Range

Tract

STATE OF

County of

This instrument was filed for record on the ____ day of ____ 19__ at ____ o'clock ____ M., and duly recorded in Book ____ Page ____ of the records of this office.

County Clerk—Register of Deeds

By ____ Deputy

State Recorded to

COPY

Winslow, Arizona
April 6, 1957

Mr. J. A. Eisele,
Los Angeles, California.

Dear Mr. Eisele:

The undersigned hereby consent and agree that all of your rights and interests in that certain oil lease in Navajo County, Arizona, entered between us, may be assigned by you to Serge Besoyan or his nominee.

Hope your health improves so that you may come to see us some time. Best regards.

Very truly yours,
(Signed) C. D. McCAULEY
(Signed) NINA M. McCAULEY

32 ×

"the Bel-Air House"
EIGELE SALES, INC.
D B A

Bel-Air AUTOMOBILE LEASING CO.

11760 WILSHIRE BOULEVARD, LOS ANGELES 25, CALIFORNIA
GRANITE 8-7711

April 2, 1957

Mr. Serge Besoyan,
214 Heard Building
Phoenix, Arizona

Dear Mr. Besoyan:

This is your authority to re-negotiate in your name, the oil and gas lease with C. W. McCauley and Nina M. McCauley which I hold on their property.

Very truly yours,

J. A. Eiele

JAE/cm

"the Bel-Air House"
EISELE SALES, INC.
D B A

Bel-Air AUTOMOBILE LEASING CO.

11760 WILSHIRE BOULEVARD, LOS ANGELES 25, CALIFORNIA
GRANITE 8-7711

March 18, 1957

On this 18th day of March, 1957, I have turned over to Mr. Serge Besoyan, to keep in his custody until further requested, a certain lease dated the 16th day of April, 1954 between C. D. and Nina McCauley and Nana M. Poe, the lease made to J. A. Eisele; also an Assignment of said lease on the 14th day of April, 1954, from J. A. Cronin to J. A. Eisele. Also a certain lease made on the 15th day of May, 1953, between Fred and Isabel Aja and Babbitt Brothers and J. A. Cronin; also an assignment from J. A. Cronin to J. A. Eisele.

SERGE BESOYAN

J. A. EISELE

Los Angeles, California
March 18, 1957

Mr. J. A. Eisele
Eisele Sales, Inc.
1175 Wilshire Blvd.
West Los Angeles 25, California

Dear Mr. Eisele:

I will be happy to accept the proposal you made me last Saturday in your office to complete your well at Winslow, Arizona.

You will assign to me an undivided 50% interest in your well and your Winslow properties.

I agree to have a rig on the well on or before ninety days (weather permitting) and will drill to 800 feet or more, unless granite is encountered first and we hit bottom. You will also give me a copy of your driller's log, plus the name of the driller with the Standard Rig at Farmington.

I shall have the right to sell, assign or farm out any of the above acreage while drilling, and share the profits 50-50 with you.

Any new leases or expired leases as of this date that are picked up by you, I agree to pay half of these costs.

I shall keep you free of any liability during the drilling and shall provide all insurance required by the State of Arizona.

You shall draw a formal agreement as soon as possible.

Yours truly,

Serge Besoyan

Serge Besoyan

Tel. 8-8235

Rec'd J. A. Eisele March 18-1957

20

January 28, 1957

Mr. Joseph A. Eisele
John Page & Company
P. O. Box 3705
Phoenix, Arizona

Dear Mr. Eisele: Re: J. C. Eisele-McCauley #1

A recent inspection of the above named well, drilled in Section 1, Township 16 North, Range 16 East shows that only part of the rig remains over the hole, and inasmuch as no activity has taken place over a long period of time, we were wondering if you would like to fill out the inclosed forms, O&G 55 and 56.

Under the Rules and Regulations Governing the Conservation of Oil and Gas in the State of Arizona, it is mandatory that you furnish the State the required forms pertaining to your drilling operation, driller's log and electric log, which you may have taken. We have some samples, but do not have the bottom hole samples. We understand this well was drilled to a total depth of 4400 feet.

We are very anxious to complete our files on this well, and upon receipt of the above mentioned information, we shall be glad to release your bond in the amount of $2,500.00.

Very truly yours,

STATE LAND DEPARTMENT

Louis C. Duncan, Manager

nb

Encls.

90

December 8, 1955

COPY

Mr. Dorsey Hager
Consulting Geologist
908-909 Continental Bank Building
Salt Lake City 1, Utah

Dear Mr. Hager:

We are sorry for the delay in answering your letters of November 23rd and 28th respectively, in which you request information pertaining to the wells drilled in Arizona since our publication dated 1953. We have been in the process of bringing this pamphlet up to date and we shall be happy to mail you a copy upon request.

The "Notice of Intention to Drill New Well" on the J. C. Eisele-McCauley #1 well, located in Section 1, T. 16 N., R. 16 E., Navajo County was approved on April 9, 1954. To date, we have not received any data, or log on this well. Mr. McCauley did report to our field representative that the well had been drilled to a depth of 4400'. (?)

For your information we are attaching a list of the wells and their locations which have been drilled in the State of Arizona since May, 1953, also a copy of our pamphlet.

Very truly yours,

Louis C. Duncan,
Office Manager

LCD:mb
Encl. (2)

20

32 × 1

DORSEY HAGER
CONSULTING GEOLOGIST
908-909 CONTINENTAL BANK BUILDING
SALT LAKE CITY 1, UTAH
TELEPHONE
ELgin 5-9832

November 28, 1955

Mr. P. W. Johnson, Geologist
State Land Department
State of Arizona
Phoenix, Arizona

Dear Mr. Johnson:

I would very much like to know what was struck in the Eisele well near Winslow, the depth encountered, and if a log is available.

Sincerely yours,

Dorsey Hager

DH:pc

20

4/5/55

no activity - Rig partially dismantled

no logs found - complete

5/12/55

P.J. Picked up samples

not complete? will check

John McCauley reported this well was drilled to a depth of 4400'

probably TD 4231' - EAK

OFFICE OF

STATE LAND DEPARTMENT

STATE OF ARIZONA

Phoenix, Arizona

You are hereby advised that rental in the amount of $.....

will be due and payable at this office.....

on the leases listed below. IF SAID RENTAL IS NOT RECEIVED ON OR BEFORE THE DUE DATE, PENALTY AND INTEREST WILL BE ADDED THERETO.

Lease No.	Descr.	Sec.	Twp.	Rge.	Pays to	Rental	Pen.	Int.

APR-12-54 10113 27371 Ck GEN 25.00

STATE LAND DEPARTMENT

PHOENIX, ARIZONA

STATEMENT

You are hereby advised that RENTAL will be due and payable at this office on your Lease as shown by this statement. IF SAID RENTAL IS NOT RECEIVED ON OR BEFORE THE DUE DATE, PENALTY AND INTEREST WILL BE ADDED.

J A EISELE
JOHN H PAGE X CO
PHOENIX ARIZONA

LEASE NO. .20
6
B

	MO.	DAY	YR.
DATE	4	12	54
DATE RENT DUE			

SHEET ____ OF ____ SHEETS

GR.	DESCRIPTION	SEC.	TWP.	RANGE	C. C.	RATE	ACREAGE		AMOUNT
	NE COR OF W2SWSWSW	1	16 N	16 E					25.00
	DRILLING PER FEE								25.00T
							TOTAL DUE		25.00C