

Colorado Oil and Gas
Conservation Commission

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1580 Logan Street, Suite 380

Denver, Colorado 80203

January 15, 1993

Clary Application: February Rocket

Patricia Beaver and Dennis Bicknell

Hear Ms. Beaver and Dennis Bicknell:

#1. We have agreed to settle our claim with
Hardscrabble and Bill Thurston on 10 acres that was
never leased, for $\frac{1}{32}$ of all production from the
first production until the day we settle this claim,
plus 2 times the interest of the Federal Reserve Bank
of Kansas City plus attorneys fees on the Clary #1
to 1,2,3+4 Mesa Verde well with producers rights on this 10
acres. W $\frac{1}{2}$ sec. 19 T 34 N R 9 W. Plus our expenses until
this claim is settled. Lots 1, 2, 3+4 Clary #1

#2. We have agreed to settle with Hardscrabble, Bill
Thurston and Amoco on the same 10 acres that was
never leased, for $\frac{1}{32}$ of all production on the Billy
Ray #1 well from the first production until the day
this is settled, plus attorneys fees plus 2 times
the interest of the Federal Reserve Bank of Kansas
City plus producers rights on this same 10 acres.

to 1,2,3+4 We are declaring this 10 acres to be centered in a
circle under the Billy Ray #1 well from top to bottom
of the well. 10 acres more or less NW $\frac{1}{4}$ sec. 19 T 34 N R 9
Set 2 La Plata County. Plus our expenses until this claim
is settled. Yours Truly Billy Ray Clary
Louise Clary

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Denver, Colorado 80203 Dennis Bicknell Patricia Bravers

#3. We agree to settle with Hallador and Bill Thurston for \$5000.00 on gas that Bill Thurston used in the E $\frac{1}{2}$ of sec. 19 and S $\frac{1}{2}$ sec. 18 plus attorney fees plus 2 times the interest of the Federal Reserve Bank of Kansas City, that he used without a meter from the Clary #1 Mesa Verde well, W $\frac{1}{2}$ sec. 19 T34R9W, while Hallador produced this well. Plus our expenses until this claim is settled. Plus gas taps

#4. We agree to settle our claim with Amoco for the interest on late payments from the Clary #1 well in sec. 18 T34NR9W, and the Billy Ray #1 well in sec. 19 T34NR9W both known as Fruitland wells, for \$3000.00 plus 2 times the interest of the Federal Reserve Bank of Kansas City plus attorney fees plus our expenses until this claim is settled. Plus gas taps for free gas

#5. We agree to settle our claim with Amoco for pumping water and CO₂ gas out of the ground and off of this property and off of these leases, S $\frac{1}{2}$ sec. 18 and W $\frac{1}{2}$ sec. 19 T34NR9W La Plata County, on the Clary #1 and Billy Ray #1 Fruitland formations for the sum of \$10,000.00 plus attorney fees plus 2 times the interest of the Federal Reserve Bank of Kansas City plus our expenses until this claim is settled. Yours Truly B. R. Clary Louise Clary

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#2. We agree to settle our claim with Amoco on the Art Logan #1 well N $\frac{1}{2}$ sec. 18 T34 NR9W for production of gas and gas used to blow water out of the well and used for pumping water for stock and water for irrigating 160 acres of land for 1991 and 1992 for the sum of \$1,500.00 plus 2 times the interest of the Federal Reserve Bank of Kansas City plus our expenses until this claim is settled. Plus free gas taps

#4. We agree to settle our claim with P+M petroleum company for gas used off of Clary #1 Mesa Verde well while P+M was producing this well and Bill Thurston was using gas off of this well on the E $\frac{1}{2}$ of sec. 19 and the S $\frac{1}{2}$ of sec. 18 T34 NR9W, we agree to settle for \$1500.00 plus attorneys fees plus 2 times the interest of the Federal Reserve Bank of Kansas City plus our expenses until this claim is settled. Plus free gas taps

#8. For our expenses, we had 4 trips to Denver and one trip to Durango, our expense already is:

\$1,986.37

Lawyers fees

\$ 7703.85

\$ 9690.22

Plus our February expense. Yours Truly B.R. Clary
Louise Clary

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Patricia Beavers + Dennis Bicknell January 15, 1993

#9. On February 21, 1992 Amoco sent us a new division order showing the new acreage on the Clary #1 well sec. 18: $3\frac{1}{4} \times 120.78 / 320.78$. April 1, 1992 Amoco sent us another division order for $3\frac{1}{4} \times 116.04 / 320.78$ the difference in these two division orders is 4.74 acres. Amoco is trying to say the railroad has 4.74 acres of land. The railroad only has a right of way. We have a land patent from President William H. Taft made out to John I. Sumner on lots 2, 3, 4 + the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of sec. 18 T34 N9 W New Mexico Meridian Colorado, containing 160.54 acres. The President of the United States is the commander in chief of the United States of America. The only thing the president reserved to the United States is all coal in these lands so granted. And we have a warranty deed from George Keith, the man we bought the property from and it states the railroad has a right of way. The railroad only paid \$1.00 for the right of way. The railroad has never paid taxes on this land since 1905. We sent you records from the tax office in Durango, Colorado and we sent you a notarized statement from Healie Jameson showing that we paid all of the taxes while we owned this property and we also got a statement from the tax office that showed we paid those taxes. ~~For~~ Richard

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Hancock never did file on this land and prove up on it. He was working for the state of Colorado. This land was public domain and John I. Sumner filed on this land and got a land patent dated November 1, 1911. We ask the Oil and Gas Commission to have Amoco return this 4.74 acres to our division order and pay us our back royalties on it and if Amoco don't return this 4.74 acres back to our division order and pay our royalties on it, Amoco abandon this 4.74 acres and we are asking producers rights on it plus 2 times the interest of the Federal Reserve Bank of Kansas City plus attorneys fees plus our expenses until this claim is settled. We ask the oil and gas commission to have the Attorney General to have the supreme court to act on this. Our lease calls for $\frac{3}{16}$ of all gas at the well head and that is what we expect and no more.

#10. We are asking producers rights ~~on~~ on the Ingar well
1/2 sec. 18 they shut it in in September 1992. We ask \$1500.00
plus 2 times the interest ~~of~~ of the Federal Reserve Bank
~~of~~ of Kansas City plus attorneys fees plus our expenses
until this claim is settled for the production in 1991
and 1992. Yours Truly Billy Rary Clary
Louise Clary