24079

OIL AND GAS LEASE

THIS ACREEMENT, made and entered into this 16th day of May 19.78 by and between
Phil Edwards & Nellie B. Edwards, husband and wife
159 South 3110 West, Provo, Utah 84601 of
hereinafter called lessor (whether one or more) and THE ANSCHUTZ CORPORATION, 1110 Denver Club Building,
Denver, Colorado 80202 bereinafter called lessee:
1. WITNESSETH: That the lessor, for and in consideration of \$ TEN 6. MORE
tract or tracts of land situated in the County of Utah , State of Utah , described as follows, to-wit:

See EXHIBIT "A" attached hereto and made a part thereof.

ок подреждения и под
2. It is agreed that this lease thall remain in force for a term of ten years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premities pooled therewith or drilling operations are continued as hereinatter provided. If prior to discovery of either of them is produced from said land, or on acreage pooled therewith, lesses should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter, old or gas and land, or on acreage pooled therewith, lesses should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter.
or (if it be within the primary term) commences or resumes the payment in tructation of production. If, at the expiration of the primary term of this lease, praction of there (3) months from the date of completion of a dynhole or creation of production. If, at the expiration of the primary term of this lease, practice of the production of the primary term of this lease, the production of the production of the primary term of the this oil or gas is not being produced on or from said land or said pooled premises but lesses to them engaged in drilling or reworking operations are being continuously protected on said land or on a drilling or the production of the primary term of the production of the primary term of the lease shall continue in force so long therefore the production of the primary term of this lease.
velopment or operating unit which includes all or a part of said land; and diffusing or reworking operations state to exhibit the diffusion of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.
3. In consideration of the premises the said lessee covenants and agrees:

pipe line to which lessee may connect his wells, the equal cne-eighth part of all oil produced, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and so or into storage tanks.

To pay leasor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any produced, and sold, or used off the premises, or used in the manufacture of products therefrom. Where gas is one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas is one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas is obtained as only is not sold or used, lease may pay or tender a month of Delar per vers not ready all years retained between the pay to be made on or before the aniversary data of the product of the pr

e. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled with as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before

	der to the lessor or to the lessor's credit in the Bank of American Fork
	or its successors, which shall continue as the depository for rental regardless of changes in the
ownership of said land,	the sum of One Hundred Two & 40/100

102.40 ** 102.40**

) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of swell may be months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be red for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any sagnee of or delivered on or before the rental paying date. It is understood and agreed that the condideration first recited herein, the down payment, the privilege granted to the date when said first rental is payable as aforesaid, but also the lesses right of extending those the privilege granted to the date when said first rental is payable as aforesaid, but also the lesses right of extending those it rental or royalties all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its saints may upon the rental pay to the deposit to be mailed to lessor at last known address.

Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and lities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned libe reduced proportionately.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land tor its operation thereon, except water from ditenes, ponds, ervours, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

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

Lessee shall pay for damages caused by his operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fistures placed on said premites, including the right to draw and remove cating. If the estate of either party herrot is assigned, and the privilege of assigning in whole ur in part is expressly allowed, although it is agreed that no change division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the lessee, covenants herror shall estend to their heirs, executors, administrators, successors or assigned on the ownership of the land or assignment rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from sort, and it is hereby agreed in the event this lease shall be assigned as to a part or parts thall fail or make default in the payment of the proportionate part of the above-described flows, such default shall not operate desired the first this lease insofar as it covers a part or parts part of the decreased of the extended restate in the such parts and the proportionate part of the decreased of the except of the extended restate in the such parts and payment of the proportionate part of the decreased or the extended restate in the such case is furnished with proper evidence of the appointment and qualification of an executor or administrator of the extended restate, it there be none, then until lessee is furnished with proper evidence of the appointment and qual

become due the lessor under the terms of this lease. It 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 a provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the interior described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

UT-4511-H

The undersigned lessors for themselves and omestead exemption laws of said state, most IN WITNESS WHEREOF, the undersigned	their beirs, successors, and ass	scribed land not leased to lessee, or sho upon the party or parties essenting the a gas, hereby expressly release and waive affect the purposes for which this lease is the day and year first above written. X Abel E decard	all rights under and by virtue or is made as recited herein.
——————————————————————————————————————		X Mellie B. Edwards, v	vife
	ACKNOWLE	OGMENTS	THE NSEA
e or <u>Utah</u>		INDIVIDUAL, North Dakota,	Sollieranion, Nathaniel
n this 16th day of	May	19.78, before me, personally	200
il and Nellie B. Edwards, h		. //	W. 45 3
nmission expires:	ney executed the same	<i>Q</i>	//
Oct. 7, 1981		Seorge W. Sore	nsen Notary Public.
TY OF	} ss.	INDIVIDUAL, North Dakota,	South Dakota, Nebráska
n thisday of		, 19, before me, personally	appeared
	•	o me known to be the persondescribed	
ent, and acknowledged to me that nmission expires:	emcuted the same	as free	act and derd.
			Notary Public.
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and Gas I	<u>2</u>	r was fill xk xk ak	this office. R
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g Ö	, , , , , , , , , , , , , , , , , , ,	No. Acres	: 5 : 5 : 1
	ă d	S High S	records By
OF	1		
TY OF		CORPORATE, North Dekota,	South Dakota, Nebraska

MOK 1656 PAGE 528

Exhibit "A"

TOWNSHIP 7 SOUTH, RANGE 2 EAST, SLM.

Section 3

PHIL EDWARDS F 1920 A
NELLIE B. EDWARDS
159 S 3110 W
PROVO, UTAH 84601

Com 200.20 ft E of ST cor of Sec 3, T 7 S, R 2 E, SLM; E 4.50 chs; N 1° E. 3.57 chs; S 90° E .50 ch; N 1° E 10 chs; S 89° W 3.75 chs; S 1° W 10 chs; N 89° W 1½ chs S 1° W 3.57 chs to beg. Arca 5.07 acres.

Section5
PHIL EDWARDS E 2255
NEULIE B. EDWARDS
159 S 3110 W
PROVO, UTAH 84601

Com 37.70 chs S fr NE cor Sec 5. T 7 S R 2 E. SLM; S slong Sec line 630.44 ft N 88°30°W 250.68 ft to Provo River; E slong sd river to pt 20 chs W & 5.54 chs S 5°08'W of cen Sec 4, T 7 S, R 2 E. SLM; N 5°08'E 5.64 chs; N 80°50°W 20.22 chs to beg. Area 15 acres.

Section 4

PHIL EDWARDS E 2253 (030)
NELL E B. EDWARDS 21 027 0002 112
159 S 3110 W
PROVO, UTAH 84601

Com. 31.25 chs S of NW cor of Sec 4, T 5 S, R 2 E, SLM; E 37 chs; SE along channel of slough to N boundary of Co Road; S 83°50' W 20 chs; N 80°50' W to shore of Utah Lake; N-ly along ad lake shore to pt due W of beg; E to beg. Area 36.59 acres. Less .09 acres sold to Division of Parks & rec. Total Area 36.60 ac. PHIL EDWARDS E 2252 NELLIE B. EDWARDS 159 S 3110 W PROVO, UTAH 84601

Com 4.75 ch W of Cor of Sec 4, T 7 S, R 2 E, SLM; S 61° 52′ E 8.93 ch; N 89° 25′ E 14.28 ch; S 63°50′ E 10.01 ch; N 86°30E .94 ch; S 8.50 ch m o 1; W 44 ch to Lake; Along meander line to N line of Sec 5; E 6.70 ch M or L to beg. Area 42.34 Acres.

Section 10

PHIL EDWARDS F 1898 A
NELLIE B. EDWARDS
159 S. 3110 W.
PROVO, UTAH 84601

Com. 200.2 ft E of NV cor of NV1 of Sec 10, T 7 S, R 2 E, SLM; S 1° W 6.43 chs; S 89° E 4.30 chs; N 1° E 6.43 chs W 5.25 chs to beg. Area 3.37 acres.





Quality Cook

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X Ohl Edward
SIGNED FOR IDENTIFICATION