

#1 1421459

No. 250, Mid-Continent—23 Revised Universal Oil and Gas Mining Lease. — Alstet Office Supply Co. 48 Exchange Pl. Salt Lake City

12-20

Oil and Gas Mining Lease

THIS AGREEMENT, Entered into this the 13 day of September, A. D. 1954

between Edward L. Gillmor, Charles F. Gillmor, Jr. and Edward Leslie Gillmor

and Charles S. Woodward hereinafter called lessor, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Five hundred forty-seven & 85/100 dollars (\$547.85) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land to-wit: Salt Lake County Utah to-wit: See rider attached

Township 1 North, Range 1 West, S1M

- ✓ Sec. 4: W $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$
- That part Lot 4 W. of Jordan River
- That part of N. 38 rds of Lot 5 W of said River
- ✓ Sec. 5: E $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
- ✓ " 17: N $\frac{1}{2}$ NE $\frac{1}{4}$
- ✓ " 21: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
- " 22: Beg. at NW cor. of S $\frac{1}{2}$ of said Sec., thence E. 83.9 rds; so. 40 $\frac{1}{2}$ rds., W. 34.8 rds., So. 37.5 rds; W. 49.1 rds., No. 78 rds; to pt. of beg.

Also Lot 2 Bl. 16 Jordan plat ex. R/W for S. L. Drainage Canal

Also beg. 33.7 rds. so of NW cor., Sec. 22 thence E. 15.2 rds., thence So. 37 degrees 15'; E. 20.8 rds., So. 34.4 rds., W. 107 rds; N. 4.5 rds., E. 26.4 rds., No. 46.1 rds., E. 53.6 rds., to point of beginning.

And also the E. 16.6 rds., Lot 3, all Lot 4, 371.25 ft. lot 5 Sec. 22, ex. St. Rds.

Township 2 North, Range 1 West- S1M

- ✓ Sec. 28: Lot 4
- ✓ " 32: SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 1 North, Range 2 West- S1M

- ✓ Sec. 4: SE $\frac{1}{4}$ and also an undiv. $\frac{3}{4}$ int. in the SW $\frac{1}{4}$
- ✓ " 5: S $\frac{1}{2}$ N $\frac{1}{2}$, E. 16 rds. of NW $\frac{1}{4}$ SE $\frac{1}{4}$
- ✓ " 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$
- ✓ " 7: E $\frac{1}{2}$
- ✓ " 8: N $\frac{1}{2}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
- ✓ " 9: NE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$
- ✓ " 11: N $\frac{1}{2}$ SW $\frac{1}{4}$
- ✓ " 14: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
- ✓ " 15: SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
- ✓ " 16: NE $\frac{1}{4}$
- ✓ " 18: NE $\frac{1}{4}$, Lot 1, E $\frac{1}{2}$ NW $\frac{1}{4}$
- ✓ " 22: NE $\frac{1}{4}$
- ✓ " 23: NW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
- ✓ " 24: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- ✓ " 25: All
- ✓ " 26: S $\frac{1}{2}$
- ✓ " 27: E $\frac{1}{2}$ E $\frac{1}{2}$, also 1 rd. R/W E. side, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 5,467.16 acres more or less.

This lease shall remain in force for a term of ten years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

The lessee shall deliver to the credit of the lessor, as royalty, one-eighth of the net proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay fifty (\$50.00) Dollars per annum as royalty from each such well and wells such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for storage and inside lights in the principal dwelling house on said land by making his own connections with the well for the use of said gas to be at the lessor's sole risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas is sold by the lessee, then the royalty, one-eighth of the proceeds of the sale thereof.

If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit to the Utah Savings & Trust Company Bank at Salt Lake City, Utah or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Five hundred forty-seven & 86/100 Dollars (\$547.86) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or hole on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided; (and in the event the preceding paragraphs hereto governing the payment of rentals and the manner and effect thereof shall continue in force).

In case 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 hereon provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

The lessee shall have the right to use, free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 100 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all 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 the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment of a certified copy hereof.

If the leased premises shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event of lease shall be assigned to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent 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 land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against above described lands and, in event it exercises such option, it shall be subordinated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

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

It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee. War Clause for Oil and Gas Lease: This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of any Federal or State laws, executive orders, rules, or regulations, if, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Any drill sites that may be located in Section 18, Township 1 North, Range 2 West, S.L.M. to be agreed to by Lessors. - - -

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

Witness: Chapman Gullmon Edward L. Gullmon
John Ferguson Charles H. Gullmon
Edward Leslie Gullmon
Charles S. Woodward
LESSOR
LESSEE

OIL AND GAS MINING LEASE

Flatted _____ FROM _____

Indexed Grantor _____

Indexed Grantee _____

Photo _____

Abstract _____ Notes _____

Dated _____ 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of Acres _____ Terms _____

STATE OF _____ ss.

County of _____

This instrument was filed for record on the _____ day of APR 14 1955, 19__

at 2:29 o'clock P.M., and duly recorded in Book 1186 Page 397 of the records of this office.

HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah

By A. Morsen
12-20 Deputy

When Recorded Return to Marcellus Kallman
351 So. State

Recorder, Salt Lake County, Utah

By _____ Deputy

STATE OF UTAH
COUNTY OF SALT LAKE

Pub. of _____ September _____, A. D. 19__

personally appeared before me _____

_____ CHARLES F. GILMORE, JR. and EDWARD LESLIE GILMORE

_____ and CHARLES S. WOODWARD

My commission expires: November 14th, 1954

STATE OF UTAH

COUNTY OF _____ ss. UTAH CORPORATION

_____ Notary Public residing at
Salt Lake City, Utah.

On the _____ day of _____, A. D. 19__

personally appeared before me _____

_____ who, being by me duly sworn, did say that he is the _____ president of

_____ and that said instrument was

signed in behalf of said corporation by authority of its by-laws, and said _____

acknowledged to me that said corporation executed the same.

My commission expires: _____

Notary Public