

Producers 88—Revised  
Colorado - Utah (P)  
(10-59)

## OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 30th day of June, 1976, by and betweenOtis P. Walch and Verna B. Walch, his wife175 North 100 Westof Delta, Utah 84624Placid Oil Co., a Delaware Corp., 1600 1st Nat'l Bank Bldg. Dallas TX 75202 hereinafter called lessor (whether one or more), and hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and more ----- DOLLARS (\$ 10.00 ) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said lands, along with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Millard State of Utah, and being described as follows, to-wit:

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

of Section X, Township X, Range X, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section of sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 363.49 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the

**First Security**

Bank of Delta, Utah 84624 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of One Hundred Eighty Seven and 86/100 ----- DOLLARS (\$ 187.86 ), which shall operate as a rental and cover the privilege of commencing a well for 12 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 during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or draft (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender for rental. Notwithstanding the above, payment or tender of rentals to such depository bank or draft, if not made on or before the rental date, shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit is not made, or if any lease (whether deposited in the wrong depository, paid to a person not entitled thereto as shown by lessee's records, or in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also 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 completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee, on or before the expiration of the period of time for which rental has been paid in the same amount and in the same manner as heretofore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay to lessor the royalty or other consideration provided for in this lease for each year in length provided herein during which such well is so shut in, as royalty, on amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of \$50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors or assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee to require separate or separate tanks by lessee. Notwithstanding the above, if, standing any part of the acreage embraced in this lease, there shall be a change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest in the leased premises, and the supporting information hereinafter referred to, by any other instrument or instrument. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all obligations in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool with a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether or not such interests are pooled by a voluntary agreement or the part of the owners thereof or by the exercise of a right to pool by the lesseees therein), when in lessee's judgment it is necessary or advisable in order to promote conservatively to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a different pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the pooled area which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling affected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to throw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

Soc. Sec. No. 528-05-5227 A

*Otis P. Walch*  
Otis P. Walch

Soc. Sec. No. 528-26-9353 A

*Verna B. Walch*  
Verna B. Walch

STATE OF Utah }  
COUNTY OF Millard } SS.

(Individual—Colorado - Utah)

On the 30th day of June, A. D., 1976, personally appeared before me Otis P. Walch and Verna B. Walch, his wife, the signer B of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal.

*Anna Lee Hepworth*  
Notary Public  
Residing at: *Henrieville, Utah*

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

(Individual—Colorado - Utah)

On the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer \_\_\_\_\_ of the above instrument, who duly acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

(Corporation—Colorado - 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 \_\_\_\_\_, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

(Certificate of Recording)

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

513  
County Recorder By Deputy

AFTER RECORDING, RETURN TO: \_\_\_\_\_

Attached to and made a part of a certain Oil & Gas Lease dated June 30, 1976, by and between Otis P. Walch and Verna B. Walch, his wife, Lessors, and Placid Oil Company, Lessee, described as follows, to-wit:

Township 18 South, Range 3 West SLM

Section 23: S $\frac{1}{2}$  S $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  & W $\frac{1}{2}$  SW $\frac{1}{4}$  & N $\frac{1}{2}$  S $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$

- ALSO: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23; thence West 160 rods; thence North 80 rods; thence West 80 rods; thence South 104 rods; thence East 240 rods; thence North 24 rods to POB. Containing 76 acres, more or less.
- ALSO: Beginning at the Southeast corner of Section 23; thence North 56 rods; thence West 240 rods; thence South 56 rods; thence East 240 rods to POB. Containing 84 acres, more or less.

Section 24: NW $\frac{1}{4}$  SW $\frac{1}{4}$

- ALSO: Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 24; thence South 24 rods; thence East 80 rods; thence North 169 feet, more or less; thence North 48° East 342 feet, more or less, along right-of-way line of Highway Project No. FL-67 to North boundary line of the Southeast quarter of the Southwest quarter of said Section 24; thence West 1572 feet, more or less, to POB. Containing 12.60 acres, more or less.
- ALSO: Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24; thence Southwesterly 79 rods; thence West 24 rods; thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter; thence East 24 rods; thence Northeasterly 96 rods; thence Northwesterly 6 rods; thence Southwesterly 13 rods to POB. Containing 2.30 acres, more or less.
- ALSO: Beginning 24 rods South of the Northeast corner of the Southwest quarter of the Southwest quarter of Section 24; thence South 56 rods; thence West 80 rods; thence North 56 rods; thence East 80 rods to POB. Containing 24.47 acres more or less
- ALSO: Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24; thence North 8 rods; thence West 80 rods; thence South 8 rods; thence East 80 rods to POB. Containing 4 acres, more or less.

Section 25: Beginning at the Northwest corner of Section 25; thence South 98 feet, more or less, to Northwesterly right-of-way of Highway Project No. FL-67; thence North 48° East 147 feet, more or less, to North boundary line of said Section 25; thence West 108 feet, more or less, to POB. Containing 0.12 acres, more or less

Initialed for identification *OTW*

17886

RECORDED AT REQUEST OF  
*Placid Oil Co.*

DATE *Aug. 19, 1976* TIME *3:48 P.M.*

BOOK *116* OF REC. PAGE *514* FEE *\$10.00*

*Gayle Martin*

RECORDER OF MILLARD COUNTY, UTAH  
By *Terrence [Signature]* Deputy