

to be erected and maintained upon and across the premises of the Grantors, in Summit County, Utah, along a line described as follows:

Beginning at a fence on the east boundary line of the Grantors' land at a point 715 feet south and 690 feet west, more or less, from the northeast corner of Section 17, T. 2 N., R. 5 E., S.L.M., thence S. 79°54' W. 21 feet to a fence on a south boundary line of said land and being in the NE 1/4 of the NE 1/4 of said Section 17.

Also, beginning at a fence on the south boundary line of the Grantors' land at a point 830 feet south and 1330 feet west, more or less, from the northeast corner of Section 17, T. 2 N., R. 5 E., S.L.M., thence N. 79°54' E. 566 feet to a fence on an east boundary line of said land and being in the N 1/2 of the northeast 1/4 of said Section 17.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 13th day of January, A.D. 1964.

Mark A. Matley
Kathryn S. Matley

STATE OF UTAH,)
) :ss.
County of Summit)

On the 13th day of January A.D. 1964, personally appeared before me Mark A. Matley and Kathryn S. Matley, his wife, personally known to me to be the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

David R. Neilson, Notary Public.

My commission expires: July 11, 1966

Residing at Bountiful, Utah

DESCRIPTION APPROVED WH

File No. 35953

FORM & EXECUTION APPROVED RBP

* * * * *

Recorded at the request of Utah Power & Light Company March 12 A.D. 1964 at 9:19 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 98428

82-6936 122763

(Utah Individual)

2.

UTAH POWER & LIGHT COMPANY
POLE LINE EASEMENT

Ken N. Wilde and Marie C. Wilde his wife, Grantors, of Summit County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 4 guy anchors and 5 poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Summit County, Utah, along a line described as follows:

Beginning at a fence on the north boundary line of the Grantors' land at a point 760 feet south and 545 feet west, more or less, from the northeast corner of Section 17, T. 2 N., R. 5 E., S.L.M., thence S. 81°34' W. 30 feet to a fence on the west boundary line of said land and being in the NE 1/4 of the NE 1/4 of said Section 17.

Also, beginning at a fence on the east boundary line of the Grantors' land at a point 780 feet south and 670 feet west, more or less, from the northeast corner of Section 17, T. 2 N., R. 5 E., S.L.M., thence S. 81°34' W. 78 feet to a pole on the Grantors' land in the above-described line and being in the NE 1/4 of the NE 1/4 of said Section 17.

Also, beginning at an existing pole on the Grantors' land at a point 1010 feet south and 695 feet west, more or less, from the north one quarter corner of Section 17, T. 2 N., R. 5 E., S.L.M., thence N. 89°18' E. 1182 feet, thence N. 79°54' E 813 feet to a fence on the north boundary line of said land and being in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of said Section 17.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 2nd day of January, A.D. 1964

Ken N. Wilde
Marie C. Wilde

STATE OF UTAH,)
 : ss.
County of Summit)

On the 2nd day of January A.D. 1964, personally appeared before me Ken N. Wilde and Marie C. Wilde, his wife, personally known to me to be the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

David R. Neilson, Notary Public.

My commission expires: July 11, 1966

Residing at Bountiful, Utah

DESCRIPTION APPROVED WH

File No. 35954

FORM & EXECUTION APPROVED RBP

* * * * *

Recorded at the request of Utah Power & Light Company March 12 A.D. 1964 at 9:20 A.M.

Wanda Y. Spriggs, County Recorder

✓ Entry No. 98432

Utah 12

OIL AND GAS LEASE

*hereinafter designated "LESSOR",

THIS AGREEMENT, entered into as of the 31st day of January, 1964, between Maurice H. Henry and Anna May Henry, husband and wife of Robertson, Wyoming*whether one or more, and Shell Oil Company, a Delaware Corporation, of 1700 Broadway, Denver, Colorado, hereinafter designated "LESSEE".

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to LESSOR in hand paid by LESSEE, receipt of which, as full and adequate consideration for all rights, privileges, and options granted herein, hereby is acknowledged and confessed, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets, exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting by geophysical and all other methods; drilling, mining and operating for, producing and taking oil and gas, including casinghead gas, casinghead gasoline, condensate, and all related hydrocarbons, and including all other products produced therewith; constructing, maintaining, and using facilities for surface and subsurface disposal of salt water; constructing, maintaining, and using roads, bridges, pipe lines, tanks, stations, powers, power and communication lines, and other structures thereon, to find and produce such substances and to save, store, treat, transport, and take care of such substances produced from said lands, the following described land in Summit County, Utah, to-wit:

Township 3 North, Range 12 East of the Salt Lake Meridian

Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$

and containing 160 acres, more or less, and also, in addition to the above described land, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by LESSOR, all of the foregoing land being hereinafter referred to as "Leased premises".

2. Unless sooner terminated under subsequent provisions hereof, this lease shall remain in force for a primary term of ten (10) years from this date, said term being hereinafter referred to as "primary term", and as long thereafter as oil and gas, or either of them, is produced from leased premises, whether or not in paying quantities, or this lease is extended under any subsequent provision hereof.

3. (A) LESSEE shall deliver to the credit of LESSOR, as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved by LESSEE from leased premises, or, from time to time at LESSEE'S option, pay LESSOR for such one-eighth (1/8) royalty oil at the current market value of such oil at the well. LESSOR'S interest, in either case, shall bear one-eighth (1/8) of the cost of treating the oil to render it marketable pipe line oil.

(B) LESSEE shall pay LESSOR, as royalty, for gas produced from any well on leased premises and used or sold by LESSEE off leased premises, or used by LESSEE in the manufacture of gasoline or any other product, one-eighth (1/8) of the market value of said gas, as such, at the mouth of the well. If such gas is sold by LESSEE at the well, then LESSEE shall pay LESSOR, as royalty, one-eighth (1/8) of the net proceeds derived from such sale.

4. If operations for the drilling of a well for oil or gas on leased premises are not commenced within one year from the date hereof, then upon this lease shall terminate unless, within such period, LESSEE shall pay or tender, or in good faith attempt to pay or tender, to LESSOR or to the credit of LESSOR in the First National Bank at Evanston, Wyoming, or its successors, which bank and its successors are LESSOR'S agent and shall continue as depository for all payments hereunder regardless of changes of ownership of leased premises or of the right to receive rentals hereunder the sum of One Hundred Sixty and no/100 Dollars (\$160.00) as rental which shall extend for one year the time within which such operations for drilling may be commenced. Upon like payments or tenders annually, the time within which such operations for drilling may be commenced shall be further extended for successive periods of one year each during the primary term hereof. Such payments may be made by check or draft, and the deposit thereof in the mail within the times above specified for payment shall be deemed timely payment regardless of the time such payment is actually received