

BOOK 179 PAGE 479

JVB/bab 11/20/63

RECORDER'S NO. 95686G RECORDED DEC 23 1963

FEE \$ 19.50 TIME 11:35 AM BOOK 179 PAGE 479

MARGARET R. EVANS - BOX ELDER COUNTY RECORDER *Margaret Evans*

AMENDMENT OF OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 5th day of December, 19 63, by and between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee Bank under Trust Agreement and Conveyance in Trust dated May 29, 1962, between Val A. Browning et al., First Security Bank of Utah, National Association, and Matt S. Browning, First Party, hereinafter referred to as "Lessor", and GULF OIL CORPORATION, Second Party, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessee is the owner and holder of that certain oil and gas lease dated June 6, 1963, recorded in Book 176, Page 204, in the Office of the Recorder of Box Elder County, Utah, executed by Lessor in favor of Gulf Oil Corporation, as Lessee, and covering 18,971 acres of land, more or less, located in said county and state; and

WHEREAS, the description of lands covered by said lease was amended and corrected by instrument dated October 25, 1963, executed by the parties hereto and recorded at Book 178, Page 460, in the Office of the Recorder aforesaid; and

WHEREAS, it has come to the attention of the parties that portions of the leased lands border the former lake bed of Great Salt Lake, that the Lake has receded over a period of time exposing this former lake bed, and that Lessor may have some interest in such exposed lake bed by virtue of accretions and relictions to the leased lands; and

WHEREAS, the parties hereto desire to amend and correct the description of lands covered by the above identified oil and gas lease so as to provide that such lease covers any and all such accretions and relictions.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and in further consideration of the obligations and agreements undertaken by Lessee in such lease and in order to encourage development of the leased lands by Lessee, the parties hereto agree that the description of lands covered by the above identified oil and gas lease dated June 6, 1963, is hereby amended to read in full as follows, to wit:

All those certain tracts of land, together with any reversionary rights therein, situate in the County of Box Elder, State of Utah, described as follows, to wit:

Township 8 North, Range 7 West, S. L. M.  
 Section 3: Lots 1, 2, 3, 4, 5, 6, 7, SW/4, NW/4 SE/4,  
 S/2 NW/4, S/2 NE/4  
 Section 5: Lots 1, 2, 3, 4, 5, 6, 7, SE/4, S/2 NE/4,  
 SE/4 NW/4  
 Section 9: Lots 1, 2, 3, NW/4 NW/4

Township 9 North, Range 7 West, S. L. M.

- Section 3: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)  
 Section 5: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)  
 Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4 NW/4,  
 S/2 NE/4, E/2 SW/4, SE/4 (All)  
 Section 9: All  
 Section 10: All  
 Section 15: All  
 Section 16: All  
 Section 17: All  
 Section 18: E/2  
 Section 21: All  
 Section 27: All  
 Section 28: All  
 Section 29: All  
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)  
 Section 33: Lots 1, 2, 3, 4, N/2 S/2, N/2 (All)

Township 9 North, Range 8 West, S. L. M.

- Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)

Township 10 North, Range 7 West, S. L. M.

- Section 19: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)  
 Section 20: All  
 Section 21: All  
 Section 22: SW/4, S/2 NW/4  
 Section 27: All  
 Section 28: All  
 Section 29: All  
 Section 30: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)  
 Section 31: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)  
 Section 32: All  
 Section 33: All  
 Section 34: All

Township 10 North, Range 8 West, S. L. M.

- Section 25: All

TOGETHER WITH all right, title and interest of the Lessor, heretofore or hereafter arising by virtue of accretion, reliction or otherwise, in and to the lands abutting the above described lands and lying between the meander line of the Great Salt Lake as established by the Official Plat of Survey (Fractional) of Township 8 North, Range 7 West, S. L. M., dated September 29, 1888, and the high water mark of the Great Salt Lake on November 25, 1963, and all subsequent accretions and relictions thereto during the term of this lease.

AND CONTAINING 18,971 acres, more or less.

Lessor does not warrant any interest in the lands described in the oil and gas lease, as amended, and acknowledges that it is agreed that there shall be no change in the lease provision regarding payment of rentals as the result of this amendment.

Lessor hereby acknowledges receipt in full of all rentals and other payments heretofore accrued or owing under the above mentioned oil and gas lease, as amended; hereby adopts, ratifies and confirms said lease, as amended, in all its terms and provisions; and hereby leases, demises and lets the premises covered by said lease unto Lessee, its successors and assigns, upon the terms and conditions and subject to the provisions of said lease, as amended.

THIS AGREEMENT shall be binding upon the undersigned, their successors and assigns.

EXECUTED the day and year first above written.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee  
Bank under Trust Agreement and  
Conveyance in Trust dated May 29,  
1962, between Val A. Browning et al.,  
First Security Bank of Utah, National  
Association, and Matt S. Browning

By

By

GULF OIL CORPORATION

By

PAUL A. RAHE

Attorney in Fact



REM

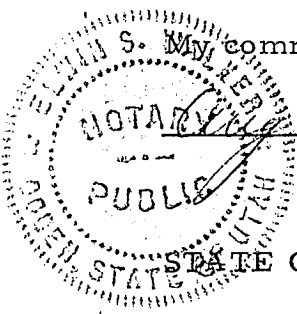


STATE OF )  
 ) ss.  
COUNTY OF )

On the 5th day of December, 19 63, personally appeared before me K.A. Young and J.D. Lampros, who being by me duly sworn, did say that they are the Vice President President and the Trust Officer OF FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, and that the within instrument was signed by them in behalf of said corporation by authority of a resolution of its Board of Directors and the said K.A. Young and J.D. Lampros acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the day and year above written.

*[Signature]*  
Notary Public



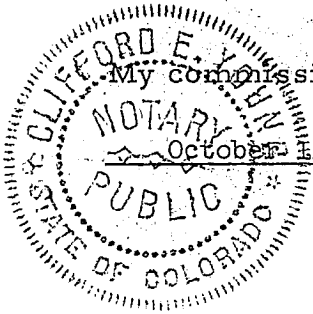
My commission expires: 15, 1965

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

On the 9th day of December, 19 63, personally appeared before me PAUL A. RAHE, who, being by me duly sworn did say that he is the Attorney in Fact of GULF OIL CORPORATION, and that said instrument was signed in behalf of said grantor by authority, and said PAUL A. RAHE, acknowledged to me that he as such Attorney in Fact executed the same.

WITNESS my hand and official seal the day and year above written.

*[Signature]*  
Notary Public  
Clifford E. Young



My commission expires: October 11, 1963

Abst in Book 10 Sec pages 361-417-333-357-123-355; W Sec page 151;  
Y " " 285-19-49-295-41-463-462-475-491-476-48-477;  
4 " " 291-292-293-513- A Sec pages 48-28-27;  
X " " 258-394; Z Sec pages 284-29-174;  
Q Sec page 498 ✓

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