

WHEN RECORDED, MAIL TO:
Backman-Stewart Title Services, Ltd.
74 East 500 South, Suite 108
Bountiful, Utah 84010

E 1095963 B 1722 P 214
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 FEB 8 10:42 AM FEE 14.00 DEP JB
REC'D FOR BACKMAN-STEWART TITLE SERVICES

all-3

AGREEMENT AND AFFIDAVIT

This Agreement is made this 7th day of February, 1994 by Garn Evans and Patricia L. Evans, his wife, and Sharon L. Ahlstrom and Floyd D. Ahlstrom as Trustees, or the successor trustees, of The Sharon L. Ahlstrom Revocable Family Living Trust, dated March 11, 1991 and Floyd D. Ahlstrom and Sharon L. Ahlstrom as Trustees, or the successor trustees, of The Floyd D. Ahlstrom Revocable Family Living Trust, dated March 11, 1991 (collectively referred to hereinafter as the "Sellers") in favor of Backman-Stewart Title Services, Ltd. ("Backman").

Recitals

A. On or about December 8, 1993, The Nature Conservancy, a District of Columbia non-profit corporation ("Nature") offered to purchase the following described property ("Sellers' Property") located in Davis County, State of Utah:

Beginning at a point located South 89 deg. 51'16" East 1917.4620 feet and South 0 deg. 10'55" West 642.8156 feet from the Northwest corner of Section 36, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 89 deg. 51'16" East 1415.9402 feet; thence South 0 deg. 10'35" West 3467.1619 feet; thence South 0 deg. 07'00" West 1175.2000 feet; thence West 266.6322 feet; thence North 35 deg. 00'00" West 791.4472 feet; thence North 62 deg. 45'05" West 743.3969 feet; thence North 56 deg. 00'00" West 39.4266 feet; thence North 0 deg. 10'35" East 3635.3294 feet to the point of beginning.

B. Prior to consummating to the purchase, a title search was done on the Sellers' Property and an Oil and Gas Mining Lease was discovered.

C. Sellers have represented that this Lease is no longer enforceable and has asked Backman and its underwriter to show the Lease on Nature's title policy but protect Nature from risk of loss by reason of this Lease.

D. To induce Backman and its underwriter to issue a title policy to Nature, Sellers have entered into this Agreement.

NOW THEREFORE, in consideration of the premises, the covenants, representations and promises hereinafter contained and

93002167

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers agree:

1. We are over the years of 18 and we have personal knowledge of the facts contained in this Agreement.

2. The Lease is no longer enforceable and does not affect the Sellers' Property or the property described in the Lease, which property, located in Davis County, Utah, is more particularly described as follows:

Beginning 117 rods East from the Northwest corner of Section 36, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence East 83 rods; thence South 320 rods; thence West 16 rods; thence North 35 deg. West 40 rods; thence North 56 deg. West 55 rods; thence North 258 rods to beginning.

12-117-0002 & 0012

The Lease was recorded on September 10, 1958 as Entry No. 159850 in Book 111 at Page 516 of the official records of the Davis County Recorder.

3. We have been acquainted with Sellers' Property and the property described in paragraph two above for 60 years as to Patricia L. Evans, for 47 years as to Garn Evans, for 60 years as to Sharon L. Ahlstrom, Trustee, and for 42 years as to Floyd D. Ahlstrom, Trustee.

4. During our acquaintance with this property, We have never seen any drilling or production of oil, gas, casinghead gas and casinghead gasoline, or the exercise of any other rights under the Lease. Furthermore, we know of no payment to the Lessor of royalties or rents or monies of any other kind under the Lease.

5. We hereby agree to protect and indemnify Nature and Backman, and its underwriter who issues the policies, from any loss or damage, including attorney's fees and costs, resulting from any adverse attempt to assert rights under the Lease.

6. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

DATED this 7th day of FEBRUARY, 1994.

Garn Evans
Garn Evans

Patricia L. Evans
Patricia L. Evans

Sharon L. Ahlstrom, Trustee
Sharon L. Ahlstrom, Trustee under
Sharon L. Ahlstrom Trust dated March
11, 1991 and under the Floyd D.
Ahlstrom Trust dated March 11, 1991

Floyd D. Ahlstrom, Trustee
Floyd D. Ahlstrom, Trustee under
Sharon L. Ahlstrom Trust dated March
11, 1991 and under the Floyd D.
Ahlstrom Trust dated March 11, 1991

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

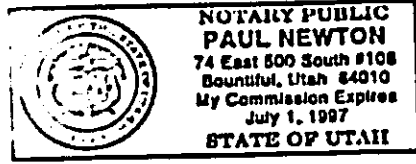
E 1095963 B 1722 P 216

7th The foregoing instrument was acknowledged before me on the
day of February, 1994 by Garn Evans and Patricia L. Evans.

My Commission Expires:
7-1-97

Paul Newton
Notary Public
Residing at Bountiful UT

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)



7th The foregoing instrument was acknowledged before me on the
day of February, 1994 by Sharon L. Ahlstrom and Floyd D.
Ahlstrom, Trustees of the Sharon L. Ahlstrom Trust dated March 11,
1991 and under the Floyd D. Ahlstrom Trust dated March 11, 1991.

My Commission Expires:
7-1-97

Paul Newton
Notary Public
Residing at Bountiful, Utah

