

Producer's 88- Paid Up
Rev. 2/7/05

00151615 Bk 00432 Ps 00071-00075
HILLARD COUNTY RECORDER- CONNIE R. HANSEN
2005 APR 04 13:11 PM FEE \$35.00 BY LHM
REQUEST: THOMPSON, ROB

Paid-Up Oil and Gas Lease

AKA NYRA S. NIELSON N6N

This AGREEMENT¹ made and entered into the 1ST day of APRIL, 2005, by and between Roger L. Nielson and Nyra Nielson, H&W, whose address is 476 E. 300 N. Ephraim, UT 84627 Hereinafter called Lessor (Whether one or more) and International Petroleum, LLC whose address is 4834 South Highland Drive, #200, Salt Lake City, Utah 84117 Hereinafter called Lessee (Whether one or more):

WITNESSETH, Lessor, in consideration of Ten and no/100 Dollars (\$10.00), in hand paid, receipt of which is acknowledged, and of the covenants and agreements contained in this lease, including the royalty provisions herein provided, hereby grants, leases and lets exclusively unto Lessee the lands hereinafter described for the purpose of investigating, exploring, prospecting, drilling and operating for and producing and owning oil, gas of whatsoever nature or kind (including gas, well gas, casinghead gas, methane and gas from coal seams, carbon dioxide, and other gas, whether of commercial value or not, hereinafter referred to as "gas"), together with all associated hydrocarbons produced in a liquid or gaseous form, and sulfur, all such substances are hereinafter referred to as the "leased substances", and for injecting waters and other fluids, gas, air, and other gaseous substances into subsurface strata, laying pipelines, establishing and utilizing facilities for surface and subsurface disposal of salt water or formation water, construction of roads and bridges, digging canals, ponds, storing oil, building tanks, power stations, telephone lines, electric lines and other structures and facilities thereon to produce, save, take care of, treat, process, store, and transport said leased substances and products manufactured therefrom, and when it relates to operations on or production from the leased premises or lands adjacent thereto, for the housing and care of Lessee's employees, contractors, subcontractors, and agents, if and only if housing is not available within a fifty (50) mile radius. Leased premises are located in Sevier County, Utah. And described as follows, to-wit:

HILLARD

See Exhibit A attached hereto.

NOTWITHSTANDING any other particular description, it is nevertheless the intention of Lessor to include within this lease and Lessor does hereby lease, let, and demise not only the lands described above, but also any and all future interests and after acquired interests of Lessor, these lands, together with all strips, gores, accretions, relictions, islands, riparian rights submerged lands, and lands underlying roads, easements and rights-of-way which traverse or adjoin the described lands and which are owned or claimed by Lessor, and all other parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the described land and owned or claimed by Lessor (all the foregoing lands, together with any lands communitized, unitized, or pooled therewith being hereinafter referred to as "said land" of the leased premises). Lessor agrees to execute any supplemental instrument requested by Lessee for a more complex or accurate description of said land and/or to cure any title defects in said land.

The rights granted Lessee to investigate, explore, and prospect (whether by geophysical, seismic, or other means), to drill, mine for, and produce leased substances, and all other rights of Lessee, shall be exclusive, and no other person shall have the right to conduct similar activities on the lease premises during the term of this lease.

Said lease shall be deemed to contain 391.18 gross acres, whether actually containing more or less, for the purpose of calculating any payments due under the terms of this lease.

1. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and as long thereafter as leased substances are produced from the leased premises, or drilling operations are continued as hereafter provided. If, at the expiration of the primary term of this lease, leased substances are not being produced on the leased premises, but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of leased substances on the leased premises, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from the date of cessation of production or from the date of completion of dry hole. If leased substances shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as leased substances are produced from the leased premises.

For the purpose of developing coalbed gas, the word "operations" shall mean, in addition to those matters covered elsewhere herein (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting in or otherwise discontinuing from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term, Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of any obligation thereafter accruing as to the acreage surrendered. Lessee shall bear the burden of all costs associated with filing of the lease and filing the release the lease at the termination of this lease. The consideration paid upon delivery of this lease shall be deemed as bonus and rental payment in full. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional term of five (5) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment equal to the payment of the primary five (5) year term of this lease. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph 1.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of eight eighths (8/8th) oil produced and saved from the leased premises.
2nd. To pay Lessor on gas produced from said land (1) when sold by Lessee, one-eighth (1/8) of the net proceeds realized by Lessee at the well for such sale or (2) when used by Lessee in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth (1/8) of such gas; Lessor's interest, in either case, to bear one-eighth (1/8) of all post-production costs, including, but not limited to, costs of compressing, dehydrating and otherwise treating such gas to render it marketable or usable and one-eighth (1/8) of the cost of gathering and transporting such gas from mouth of the well to the point of sale or use. When gas from a well, not tied into a pipeline but capable of producing gas is not sold or used, Lessee shall pay or tender as royalty to the royalty owners One (\$1.00) Dollars per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. Such payment or tender shall be considered as gas production within the meaning of this lease.

3rd. On all sulfur produced, mined, manufactured and marketed, the royalty shall be One Dollar (\$1.00) for each long ton (2,240 pounds) of sulfur when marketed. Notwithstanding the foregoing provisions, Lessee shall have the right to use, free of cost, any leased substance produced, and any water, except water from Lessor's wells and ponds, from the leased premises for the Lessee's operations, which benefit the leased premises.

4. If during or after the primary term one or more wells on the leased premises are capable of producing gas, but such well or wells are either shut-in or gas therefrom is not being sold or used, such well or wells shall nevertheless be deemed to be producing for purposes of maintaining this lease. If for a period of ninety (90) consecutive days such well or wells are shut-in or gas therefrom is not being sold or used, then Lessee shall pay or tender as royalty to the royalty owners \$5.00/year/net royalty acre then retained hereunder, such payment or tender to be made on or before the anniversary date of the lease next ensuing after the expiration of ninety (90) days from the date such well(s) are shut-in and thereafter on or before the anniversary date of this lease during the period such well(s) are shut-in; provided that if this lease is otherwise being maintained by operations, or if gas is being sold or used from another well or wells on the leased premises, no shut-in royalty shall be due until the end of the ninety (90) day period next following cessation of all such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns an interest in the leased premises less than the entire and undivided fee simple estate therein, then the rentals and royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall bury Lessee's pipeline below plow depth.

7. No well shall be drilled nearer than 400 feet to the houses or barns or other facilities, fields under cultivation during the period of this lease, including Lessor's water facilities now on said land without written consent of Lessor. Which written consent shall not be unreasonably withheld.

8. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land and cost of crops lost due to Lessee's operations on said land. The value of the crops shall be calculated based upon current fair market value, and the past years crop production.

9. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing.

10. The rights of the Lessor and Lessee hereunder may be assigned in whole or in part as to any mineral or horizon and shall inure to the benefit of the parties hereto, their respective heirs, successors, devisees, assigns and successive assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold.

11. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, access to the land described herein and any portion of the surface as agreed to in writing by both Lessee and Lessor as agreed to in a certain surface usage agreement, which written approval for access shall not be unreasonably denied and as to all or any part of said land and as to any one or more of the formations hereunder, to pool, unitize, or communitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has therefore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said land or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operations adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

12. Lessor agrees that, should Lessee be prevented from complying with any express or implied covenant of this agreement (except payment of money to Lessor) by reason of scarcity of or inability to obtain or use labor, water, equipment or material (including drilling rig), strike or difference with workmen, failure of carriers to transport or furnish facilities for transportation, wars, fires, storms, storm warnings, floods, riots, epidemics, compliance with or obedience to any Federal or State law or any regulation, rule or order of any governmental authority having jurisdiction, including but not limited to inability (except through Lessee's lack of reasonable diligence) to obtain any license, permit or other authorization that may be required to conduct operations on or in connection with the leased premises or lands pooled or unitized therewith, or any cause whatsoever (other than financial), beyond its control, whether similar from those enumerated, any such reason shall be deemed an "event of force majeure" and then, while Lessee is so prevented, its obligation to comply with such covenant shall be suspended and excused and the period for performance and the term of this lease shall be extended for an additional period equal to the duration of the event of force majeure, and Lessee shall not be liable in damages for failure to comply therewith. Upon the occurrence and upon the termination of the event of the force majeure, Lessee shall promptly notify Lessor, Lessee shall use reasonable diligence to remedy the event of force majeure, but shall not be required against its better judgment to settle any labor dispute or contest the validity of any law or regulation or any action or inaction of civil or military authority.

13. Lessor hereby warrants and agrees to defend the title to the lands described against the claims of all persons whomsoever, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on said land, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves, and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made.

14. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all parties who do execute it as Lessor. The word "Lessor" as used in this lease, shall mean any one or more or all of the

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parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

15. This lease does not convey to Lessee the right to mine, quarry, produce, any sand gravel, aggregate and quarry stone from the herein described lands. Lessee, with written permission from Lessor, which written permission shall not be unreasonably withheld, may use so much of such materials as may be necessary or useful in operations for the exploration, development and production of the oil, gas, carbon dioxide and hydrocarbon covered in this lease. Without impairing the rights granted under this oil and gas lease, Lessor reserves the right to mine quarry, produce and market sand, gravel, aggregate and quarry stone from the herein described lands. Any coal mining lease, whether it be for surface mining operations, executed during the term of this lease, shall be expressly subject to the rights granted Lessee by this lease, especially including those set forth in paragraph 17. Furthermore, any subsequent coal-mining lease shall expressly exclude occluded natural gas or methane in coal seams. Lessee expressly agrees to fully cooperate with subsequent surface and underground coal lessees in an effort to maximize the development of natural resources in the leased premises.

16. Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be done in consultation with the Lessor, provided however, the Lessor shall not attempt to prohibit said construction or make unreasonable requests of the Lessee.

17. Lessee shall restore Lessor's surface to original state as of the date of this lease or to Lessor's specification, which specifications shall not be unreasonable, within one hundred and eighty (180) days, following cessation of its operations, Lessee shall restore its well site, as nearly as possible, to its original condition and land contour.

18. Lessee agrees to be a prudent operator and will keep all surface disturbances to the minimum area necessary to conduct its operations.

19. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

20. Pursuant to paragraph 8 of this lease, Lessee agrees that within thirty (30) days of commencement of operations on the herein described lands, Lessee agrees to pay Lessor fair market value for actual damage caused to Lessor's property and crops as a direct result of Lessee's operations under the terms of this lease.

21. Lessee agrees to allow Lessee to conduct geophysical testing and seismicographic surveys, including the use of dynamite or explosive charges, on the surface only, on the herein described lands, however, Lessee shall obtain prior written consent from Lessor to carry out all such geophysical testing and seismicographic surveys. It is understood that no drill holes shall be used in the process of geophysical testing and seismicographic surveys without the written consent from the Lessor, which written permission shall not be unreasonably withheld.

22. It is understood and agreed that in order to obtain maximum efficient recovery of coalbed gas, Lessee may treat and stimulate coal seams and adjacent strata in such manner as Lessee may determine in its sole discretion. Such treatment and stimulation may include, but is not limited to, hydraulic stimulation or the injection of gas, water, brine, or other fluids into the subsurface strata. Lessor hereby releases and holds Lessee harmless from any and all claims, actions, damages, liability, and expenses (including reasonable costs and attorney's fees) which may arise in connection with any damage or injury to any coal seam or adjacent strata as a result of such activities conducted under this lease.

23. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Should it be asserted in any notice given to the Lessee under the provisions of this paragraph that Lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and Lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which Lessee has been judicially determined to be in fault. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as in which there are operations to constitute a drilling or maximum allowable until under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require, and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Roger L. Nielson
Roger L. Nielson

Nyra S. Nielson N.S.
AKA Nyra Nielson AKA NYRA S. NIELSON

STATE OF UTAH)
COUNTY OF Sanpete)

ACKNOWLEDGMENT - INDIVIDUAL

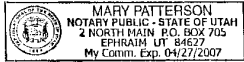
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2003, personally appeared Roger L. Nielson and Nyra Nielson to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 4-27-07

Notary Public Mary Patterson

Address: Ephraim UT



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Exhibit A

Attached to and made a part of that certain Oil and Gas Lease dated APRIL 1, 2005, by Roger L. Nielson and Nyra Nielson, H&W, as Lessor and International Petroleum, LLC, as Lessee.

Township 18 South, Range 3 West

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5187**

The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5190**

Beginning at the Northeast Quarter of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian; 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 the point of beginning. **Serial # 5190**

Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence North 56 rods; thence West 240 rods; thence South 56 rods; thence East 240 rods to the point of beginning. **Serial # 5190**

The West half of the Southwest quarter of section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5191-A**

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence North 8 rods; thence West 80 rods; thence South 8 rods; thence East 80 rods to the point of beginning. **Serial # 5201**

The Northwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5201**

The North 24 rods of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5201**
EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

The South 56 rods of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian. **Serial # 5201**
EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence South 227 feet, more or less, along the West boundary line of said Southeast Quarter of the Southwest Quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as project No. FI-67 which point is also a point on the right of way and limited access line of said highway; thence North 48°00' East 342 feet, more or less, along said right of way and limited access line to the North boundary line of said Southeast Quarter of the Southwest Quarter; thence West 252 feet, more or less, along said North boundary line to the point of beginning. **Serial # 5201**

Beginning 20 rods South of the Northeast corner of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less; 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 the point of beginning. **Serial # 5203**
EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right of way and limited access line of a highway known as Project No. FA.67; thence North 48°00' East 147 feet, more or less, along said right of way and limited access line to the North boundary line of Section 25; thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning. **Serial # 5213-1**

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BEGINNING AT A POINT 220 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE QUARTER SECTION LINE AND THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY 15, (I-15); THENCE NORTH 319 FEET, MORE OR LESS; THENCE WEST 1,290 FEET, MORE OR LESS; THENCE SOUTH 1,299 FEET, MORE OR LESS; THENCE EAST 210 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGH (I-15); THENCE NORTHEASTERLY 1,470 FEET, MORE OR LESS, ALONG THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY (I-15) TO THE POINT OF BEGINNING. **Serial # 5193-1**
EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

Township 15 South, Range 4 West

Beginning at the Southeast corner of the Northeast Quarter of Section 9, Township 15 South, Range 4 West, Salt Lake Base and Meridian; thence South 89°36' West 787 feet, more or less, along the South line of the Northeast Quarter of Section 9; thence North 1°45' East 560' feet, more or less, to the South right of way line of the State Road right of way; thence North 88°09' East 787.8 feet, more or less, along the South right of way line of the State Road right of way to the East line of Section 9; thence South 0°15' East 579 feet, more or less along the East line of Section 9 to the point of beginning. **Serial # L 2256**

Less & Except 0.07 acres in Serial # L 2256-1 in Book 373/249
Less & Except 0.08 acres in Serial # L 2255-1-1 in Book 416/199
Less & Except 3.04 acres in Serial # L 2256-2 in Book 416/200

It is the intent of the Lessor to include, and make subject to this lease, all interest, if any, owned by the Lessor in any easements, roads, or road right-of-ways within, or adjacent to, the above described tracts of land.

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