

1850

ROYALTY DEED

(Non-Participating)

NO. 130911

Know All Men by These Presents: THAT John Armstrong & Sons, Inc.
of 306 North Main, Ephraim, Utah 84627, hereinafter
(Give exact post office address)
called Grantor, (whether one or more) for and in consideration of the sum of ONE Dollar(s) (\$1.00)

cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Resource Management Company, a Utah corporation of 345 South State Street, Salt Lake City, Utah 84111, hereinafter called Grantee ~~xxxxxx~~
~~xxxxxx~~ an undivided one percent (1%) interest in and to all ~~xxxxxx~~ heat, steam, hot water or other geothermal power produced, mined and saved from the following described lands situated in Beaver County, State of Utah to-wit:

See Exhibit "A", attached hereto, made a part hereof, and signed for identification.

FILED FOR RECORD
11 11 78 cd - k - A n.
JUL 11 - 1978
Bruce Brown
Beaver County Clerk
Fees \$ 18.50

containing 2800.53 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands ~~xxxxxx~~ and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting ~~xxxxxx~~ mineral lease of record heretofore executed.

And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future ~~xxxxxx~~ mineral leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any way belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee, their heirs, executors, administrators, personal representatives, executors, and assigns forever, and Grantor does hereby agree to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 19 day of December, 1973
Curtis J. Armstrong Lucille A. Olsen
President Secretary

STATE OF }
COUNTY OF Beaver }

On the 19 day of December, 1973, personally appeared before me Curtis J. Armstrong and Lucille A. Olsen who being by me

July sworn did say, each for himself, that he, the said Curtis J. Armstrong is the President and he, the said Lucille A. Olsen is the Secretary

JOHN ARMSTRONG & SONS, INC. and that the within of and foregoing instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and said

Curtis J. Armstrong and Lucille A. Olsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires Sept 1, 1976 Residing in Farmington, Utah
BOOK 145 PAGE 20 Arthur D. Davis
Notary Public

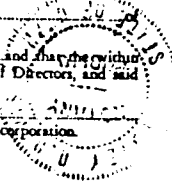


Exhibit "A" attached hereto and made a part of
and signed for identification.

Surface and Mineral Rights

Township 27 South, Range 10 West, SLM. Beaver County, Utah.

Section 11: $S\frac{1}{2}$.

Section 26: $W\frac{1}{2}$.

Section 27: $S\frac{1}{2}SE\frac{1}{4}$.

Township 27 South, Range 11 West, SLM. Beaver County, Utah.

Section 13: $E\frac{1}{2}, SW\frac{1}{4}$.

Section 21: $S\frac{1}{2}SW\frac{1}{4}, NE\frac{1}{4}SW\frac{1}{4}$.

Section 24: $E\frac{1}{2}$.

Section 27: $SE\frac{1}{4}$.

Section 28: $NE\frac{1}{4}, NE\frac{1}{4}SW\frac{1}{4}$.

Section 34: $W\frac{1}{2}NE\frac{1}{4}, NE\frac{1}{4}NE\frac{1}{4}$.

Beginning at the Northeast corner of the Southeast quarter
of the Northeast quarter; thence West 20 chains, thence South
20 chains, thence East 770 feet, thence North 750 feet,
thence East 550 feet, thence North 570 feet to beginning.
Containing 30.53 acres more or less.

Township 28 South, Range 10 West, SLM. Beaver County, Utah.

Section 28: $E\frac{1}{2}, N\frac{1}{2}SW\frac{1}{4}$.

Total acreage 2,470.53 acres more or less.

Surface only

Township 27 South, Range 9 West, SLM. Beaver County, Utah.

Section 31: $W\frac{1}{2}SW\frac{1}{4}, SE\frac{1}{4}SW\frac{1}{4}$.

Township 28 South, Range 9 West, SLM. Beaver County, Utah.

Section 6: $NW\frac{1}{4}$.

Total acreage 330.00 acres more or less.


Total Net Minerals 2,470.53

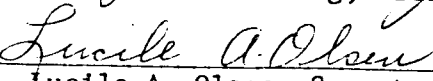
Total Net Surface 2,800.53

GROSS AGREAGE 2,800.53

Signed for identification:

JOHN ARMSTRONG & SONS, INC.


By: Curtis J. Armstrong, President


By: Lucile A. Olsen, Secretary-Treasurer

Accepted by RESOURCE MANAGEMENT COMPANY

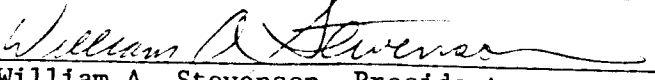

William A. Stevenson, President

Exhibit "A" attached hereto and made a part of
and signed for identification.

Surface and Mineral Rights

Township 27 South, Range 10 West, SLM. Beaver County, Utah.
Section 11: S $\frac{1}{2}$.
Section 26: W $\frac{1}{2}$.
Section 27: S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 28: E $\frac{1}{2}$.

Township 27 South, Range 11 West, SLM. Beaver County, Utah.
Section 13: E $\frac{1}{2}$, SW $\frac{1}{4}$.
Section 21: S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 24: E $\frac{1}{2}$.
Section 27: SE $\frac{1}{4}$.
Section 28: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Beginning at the Northeast corner of the Southeast quarter
of the Northeast quarter; thence West 20 chains, thence South
20 chains, thence East 770 feet, thence North 750 feet,
thence East 550 feet, thence North 570 feet to beginning.
Containing 30.53 acres more or less.

Total acreage 2,390.53 acres more or less.

Surface Rights Only


Township 27 South, Range 9 West, SLM. Beaver County, Utah.
Section 31: Lots 3, 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$.
Township 27 South, Range 10 West, SLM. Beaver County, Utah.
Section 28: N $\frac{1}{2}$ SW $\frac{1}{4}$.
Township 28 South, Range 9 West, SLM. Beaver County, Utah.
Section 6: Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

Total acreage 410.00 acres more or less.

GROSS ACREAGE 2,800.53 acres more or less.


Signed for identification:

JOHN ARMSTRONG & SONS, INC.


By: Curtis J. Armstrong, President


By: Lucile A. Olsen, Secretary-Treasurer

Accepted by RESOURCE MANAGEMENT COMPANY


William A. Stevenson, President