

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

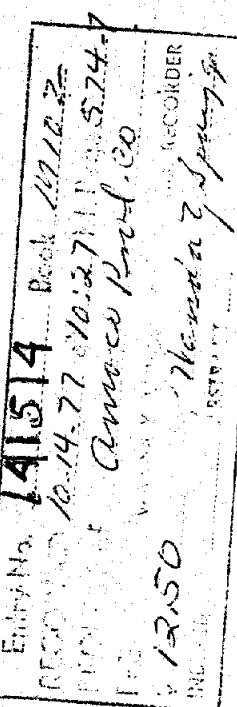
UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation, (hereinafter called "Grantor"), does hereby assign, transfer, grant, and convey to CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, (hereinafter called "Grantee"), its successors and assigns, all of Grantor's right, title, and interest in and to all oil, gas, (gas for all purposes being defined without limitation to include dry gas, casinghead gas, distillate, condensate, helium and all other gaseous substances) and associated liquid hydrocarbons, together with the exclusive right to investigate, explore, prospect, drill and mine for, produce, save, take care of, treat, refine, process, store, transport, own and dispose of said oil, gas, and associated liquid hydrocarbons (all of such substances and rights being hereinafter collectively referred to as "Oil and Gas Rights") in and underlying the following described lands in Summit county, Utah, to-wit:

Township 2 North, Range 9 East, SLB&M  
Section 1: Lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

Township 3 North, Range 10 East, SLB&M  
Section 33: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

Township 2 North, Range 10 East, SLB&M  
Section 1: Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 3: Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 5: Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 7: Lots 1, 2, 3, 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 11: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 15: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$

Township 3 North, Range 11 East, SLB&M  
Section 31: Lots 1, 2, 3, 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$



the above-described lands being hereinafter called the "Subject Lands".

TO HAVE AND TO HOLD, all and singular, the Oil and Gas Rights hereinabove granted and conveyed for a period of one year and so long thereafter as the Subject Lands, or any portion thereof, are subject or committed to an oil and gas lease or to a communization, pooling, unitization, operating agreement, or other agreement covering the exploration or development for or the production of oil, gas, or associated liquid hydrocarbons, or so long as a well capable of producing oil or gas is located upon any portion of the Subject Lands, or drilling or reworking operations are being conducted thereon, and, upon the termination of said oil and gas lease or of said communization, pooling, unitization, operating, or other agreement, or upon the abandonment of said well, or upon the cessation of said drilling or reworking operations, whichever last occurs, the Oil and Gas Rights herein granted and conveyed shall thereupon revert to and be owned by Grantor, its successors or assigns.

EXCEPTING from the aforesaid transfer and conveyance and RESERVING unto the Grantor, its successors and assigns forever,

(1) all minerals and all mineral rights of every kind and character (except Oil and Gas Rights) now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, coal, oil shale, water, including geothermal steam, metallic and non-metallic minerals, and uranium and other fissionable materials, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of said minerals by any means or methods whatsoever, whether known to present technology or not, and at any time or times suitable to the Grantor, its successors and assigns;

(2) the right to use such portions of the Subject Lands as are not required for the proper conduct of oil and gas operations for all purposes not inconsistent, and so as not to interfere unreasonably, with the exercise of the Oil and Gas Rights hereinabove granted and conveyed.

The use by Grantee of the surface of the Subject Lands is and shall be subject at all times to the exceptions and reservations contained in that certain Deed or Deeds dated April 1, 1971, from Union Pacific Railroad Company to Grantor, recorded on April 16, 1971, in Book M-30, Page 606, Summit County, Utah. Records covering the Subject Lands and other lands and interests therein and to outstanding surface rights of every kind and character in favor of third parties.

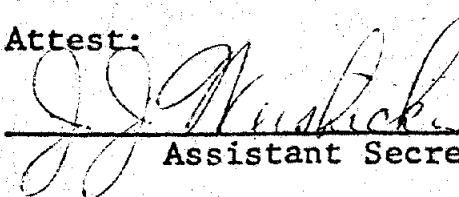
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Grantee, by the acceptance of this Deed, covenants and agrees that it shall neither make nor cause to be made nor authorize others to make any entry upon or under any portion of any railroad right-of-way or station grounds, or to conduct oil or gas operations within two hundred feet (200') (a) of any railroad tracks or buildings on such right-of-way or station grounds, or other railroad transportation property located upon the Subject Lands, or (b) of any buildings upon the Subject Lands, and Grantee further covenants and agrees that it shall not conduct or cause or permit to be conducted oil or gas operations on any of the Subject Lands in which the Grantor owns the minerals and mineral rights only until the consents of the surface owners have been procured under written instruments satisfactory to Grantor, its successors or assigns.

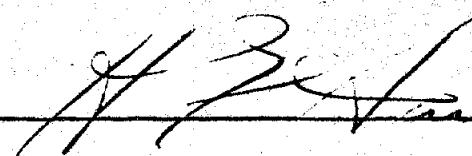
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on its behalf as of the 18th day of April, 1977, by its officers thereunto duly authorized.

UNION PACIFIC LAND RESOURCES CORPORATION

Attest:

  
\_\_\_\_\_  
J. J. Wieslick  
Assistant Secretary

By

  
\_\_\_\_\_  
H. B. Johnson  
Vice President



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STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

On this 10th day of July, 1977, before me, a Notary Public in and for said County in the State aforesaid, personally appeared H. F. HANSEN, to me personally known, and to me personally known to be the Vice President of UNION PACIFIC LAND RESOURCES CORPORATION, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Vice President of Union Pacific Land Resources Corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said H. F. HANSEN acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires August 8, 1980.



GENERAL NOTARY - State of Nebraska  
DAVID H. GEORGE  
My Comm. Exp. August 8, 1980

David H. George  
Notary Public

Residing at Oneida, Nebraska.

(Seal)

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