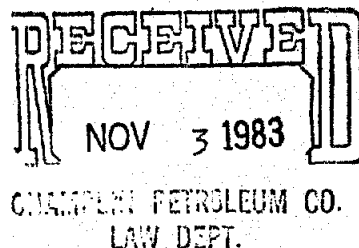


DUPLICATE ORIGINAL
CHAMPLIN COPY



SURFACE OWNER'S AGREEMENT

THIS AGREEMENT, made and entered into this 28
day of November, 1983, by and between

B. A. BINGHAM & SONS, a partnership consisting of ALBERT F. BINGHAM, a married man of Honeyville, Utah; EARL L. BINGHAM, a married man of Honeyville, Utah; FRED A. BINGHAM, a married man of Honeyville, Utah; CLIFFORD H. BINGHAM, a married man of Corrine, Utah; DON R. BINGHAM, a married man of Tremonton, Utah; MARRINER F. BINGHAM, a married man of Nampa, Idaho

(hereinafter for convenience called the "Land Owner") and CHAMPLIN PETROLEUM COMPANY (hereinafter for convenience called "Champlin");

W I T N E S S E T H:

RECITALS:

Land Owner is the owner of the following-described premises, hereinafter referred to as "described premises":

The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township Three (3) North, Range Seven (7) East of the Salt Lake Base and Meridian, Summit County, Utah.

Entry No.	216089
REQUEST OF	<i>Upland Industries</i>
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
\$	15.00 By <i>Susan [Signature]</i>
RECORDED	JAN 25 1984 at 9:20 M

- 1 -

BOOK 288 PAGE 474 - 484

121781

15.00

SUBJECT, however, to exceptions and reservations of minerals and rights of entry and of surface use contained in a certain deed or deeds of conveyance, as follows: Warranty Deed No. 2523 dated December 1, 1908, from Union Pacific Railroad Company to Canaan Live Stock Company, recorded December 15, 1908, in Book I at Page 419 in the office of the County Recorder of Summit County, Utah.

Champlin is successor in interest to all the right, title and interest of Union Pacific Railroad Company in and to the oil, gas and associated liquid hydrocarbons in said premises for a term or period equal to or exceeding the term of this Surface Owner's Agreement.

Champlin proposes for Champlin or its agents, lessees, licensees, successors or assigns to prospect upon and explore the described premises for the development and production of oil, gas and associated liquid hydrocarbon substances either on Champlin's behalf or under or pursuant to an oil and gas lease or license, or under or pursuant to a "unitization agreement", meaning here and wherever that term is used herein any operating agreement, or any other agreement covering the exploration or development for or the production of oil, gas or associated liquid hydrocarbons, or any pooling, communitization, unit or other agreement whereby the described premises may be included with other lands in proximity thereto as a unit area under a plan of unit or joint exploration, development and operation.

Besides confirming the surface uses expressly set forth below, this agreement is intended to avoid and resolve any and all disputes of whatever nature in connection with the ownership of oil, gas and associated liquid hydrocarbon substances in the described premises, including rights to extract, remove or market such minerals, and including any such dispute that may arise hereafter, whether or not the basis for such dispute is now known or has been identified in disputes involving exceptions and reservations of minerals in other deeds from Union Pacific Railroad Company or its predecessors.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

Section 1. In consideration of the mutual benefits and of the sum of Ten Dollars (\$10) paid by Champlin to Land Owner, receipt whereof is hereby acknowledged, Land Owner hereby confirms, extends and grants to Champlin, its agents, lessees, licensees, successors and assigns, including any operator or unit operator from time to time in charge of operations under a unitization agreement, and their respective

successors and assigns, the easements and rights to enter upon the described premises and to extract, remove, store, transport, and market for its or their account oil, gas, and associated liquid hydrocarbon substances, and to drill, construct, maintain and use upon, within, and over said premises all oil wells, gas wells, derricks, machinery, tanks, drips, boilers, engines, pipe, power and telephone lines, roadways, water wells, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or facilities (all the above being included under the term "facilities") necessary or convenient in prospecting and developing for, producing, storing, transporting, and marketing oil, gas, and associated liquid hydrocarbon substances under or produced from any portion of the described premises or under or produced from any portion of the unit area created under a unitization agreement, together with the right to remove said facilities and the right to use such water as may be needed from the described premises, not including water from Land Owner's wells.

Section 2. Champlin agrees, so long as it is receiving oil and/or gas production from or oil and/or gas royalties upon production from the described premises or allocated thereto under the provisions of a unitization agreement, to pay or cause to be paid to the Land Owner in cash the value on the premises of two and one-half percent (2-1/2%) of all the oil and gas and associated liquid hydrocarbons hereafter produced, saved, and marketed therefrom or allocated thereto as aforesaid, except oil and gas and associated liquid hydrocarbons used in operations on the premises or used under the unitization agreement, and except that as to casinghead gasoline and other products manufactured from gas there shall be deducted the cost of manufacture; provided, however, that during any time the described premises or any portion thereof are included within the boundaries of a participating, pooled, or communitized area, and there is no provision for the payment of royalties to Champlin but it participates in the production from the pooled, communitized, or unit area as a working interest owner, then the two and one-half percent (2-1/2%) above set forth shall be applied to that percentage of the total production from such area which is allocated to the described premises.

When production of oil from lands under several surface ownerships is commingled in one central tank setting for practical operating reasons, periodic individual well tests may be made to compute the quantities of commingled oil properly allocable to each well, and the two and one-half percent (2-1/2%) payment provided herein shall be payable upon the quantities apportioned to each well as reported to Champlin in full satisfaction of the obligations of Champlin under this Section 2.

BOOK 288 PAGE 476

Section 3. Nothing herein contained shall be construed as a covenant to drill by Champlin, its agents, lessees, licensees, successors, or assigns, or by any operator or unit operator, or as a grant to Land Owner of oil or gas rights or rights in other associated liquid hydrocarbons.

Section 4. Champlin, its agents, lessees, licensees, successors and assigns, including the operator or unit operator under a unitization agreement, shall be required: (a) to pay for all damage to Land Owner's lands, buildings, and growing crops caused by the erection or construction of facilities to be used in connection with oil or gas or associated liquid hydrocarbon operations; (b) to bury all pipe lines below plow depth where such lines cross cultivated land; and (c) to construct gates or, at its option, install cattle guards where necessary for crossing fenced land in connection with exploration, development, or producing operations and, where an election has been made to construct gates in lieu of cattle guards, to keep such gates in repair and closed.

Section 5. Other than the payments to be made as aforesaid, the Land Owner shall not be entitled to any other or additional payments as a result of the conduct of the operations described in Section 1 hereof, and Land Owner will claim no right, title or interest in or to the oil, gas, and associated liquid hydrocarbon substances in the described premises.

Section 6. Subject to the provisions of Section 8 hereof, it is agreed that the covenants to pay the sums provided in Sections 2 and 4 hereof shall be covenants running with the surface ownership of the described premises and shall not be held or transferred separately therefrom, and any sums payable under this agreement shall be paid to the person or persons owning the surface of the described premises as of the date the oil or gas or associated liquid hydrocarbon production is marketed. Champlin shall not, however, become obligated to make such payments to any subsequent purchaser of the described premises and shall continue to make such payments to the Land Owner until the first day of the month following the receipt by Champlin of notice of change of ownership, consisting of the original or certified copies of the instrument or instruments constituting a complete chain of title from the Land Owner to the party claiming such ownership, and then only as to payments thereafter made.

Section 7. The easements, rights, and uses herein shall be binding upon the described premises and each and

every part thereof, and the present and future owners thereof, and shall continue for the benefit of Champlin and its successors and assigns, as owners of the oil and/or gas and/or associated liquid hydrocarbon rights in the described premises and each and every part thereof, and their agents, lessees, licensees, successors, and assigns, including any operator or unit operator, and for the benefit of other lands within any unit area within which the described premises, or any portion thereof may be included, and each and every part thereof.

Section 8. This agreement shall be in full force and effect from and after execution and delivery and shall continue in full force and effect for a period of one (1) year and so long thereafter as the oil and gas rights in the described premises are committed to an oil and gas lease or license or to a unitization agreement, or so long as a well capable of producing oil or gas or associated liquid hydrocarbons is located upon the described premises, or drilling or reworking operations are being conducted thereon, and, upon termination of such lease, license, or unitization agreement, or upon abandonment of such well, or upon cessation of such drilling or reworking operations, whichever last occurs, this agreement shall terminate; provided, however, that such termination shall neither affect nor terminate the rights, expressed or implied, in the deed or deeds referred to in the Recitals hereof.

Section 9. Subject to the provisions of Sections 6 and 8 hereof, this agreement shall inure to the

BOOK 288 PAGE478

benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CHAMPLIN PETROLEUM COMPANY

By *Rm Moss*
Attorney in Fact

Witness/Attest:

Sam E. James CPA

Albert F. Bingham
ALBERT F. BINGHAM - Partner -
Land Owner

528-14-3552

Social Security or
Tax Identification Number

Sam E. James CPA

Earl L. Bingham
EARL L. BINGHAM - Partner -
Land Owner

528-50-6907

Social Security or
Tax Identification Number

Sam E. James CPA

Fred A. Bingham
FRED A. BINGHAM - Partner -
Land Owner

529-26-1090

Social Security or
Tax Identification Number

Sam E. James CPA

Clifford H. Bingham
CLIFFORD H. BINGHAM - Partner -
Land Owner

528-50-6587

Social Security or
Tax Identification Number

Witness/~~XXXXXX~~

Don E. James CPA

Don R. Bingham

DON R. BINGHAM - Partner -
Land Owner

528-26-6098

Social Security or
Tax Identification Number

Carol J. Smith CPA

Marriner F. Bingham
MARRINER F. BINGHAM - Partner
Land Owner

529-26-1089

Social Security or
Tax Identification Number

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
) ss
County of Box Elder)

On this 30th day of September, 1983,

before me personally appeared ALBERT F. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires Jan. 24 1984

Louis A. Ford
Notary Public

Residing at Brigham City Utah



INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
) ss
County of Box Elder)

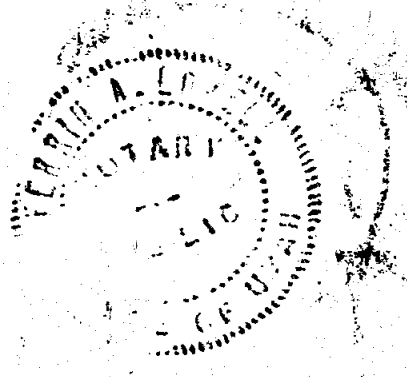
On this 31st day of October, 1983,

before me personally appeared EARL L. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires JANUARY 24 1984

Louis A. Ford
Notary Public

Residing at Brigham City Utah



INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
) ss
County of Box Elder)

On this 14th day of October, 19 83,

before me personally appeared FRED A. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires JANUARY 24, 1984

Louis A. Lovell
Notary Public

Residing at Brigham City Utah

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
) ss
County of Box Elder)

On this 14th day of October, 19 83,

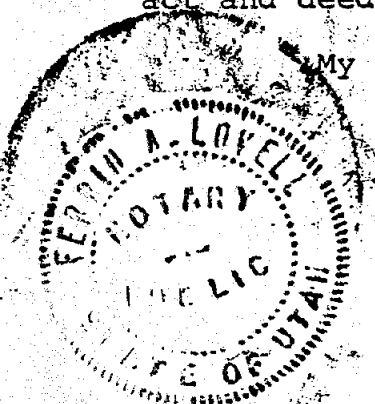
before me personally appeared CLIFFORD H. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires JANUARY 24, 1984

Louis A. Lovell
Notary Public

Residing at Brigham City Utah

BOOK 288 PAGE 482



INDIVIDUAL ACKNOWLEDGMENT

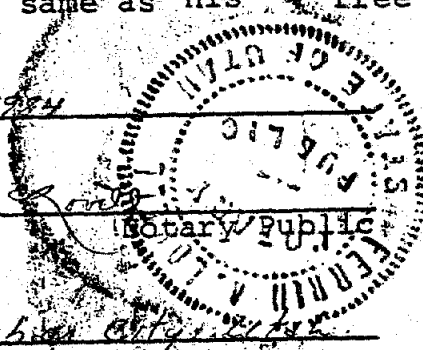
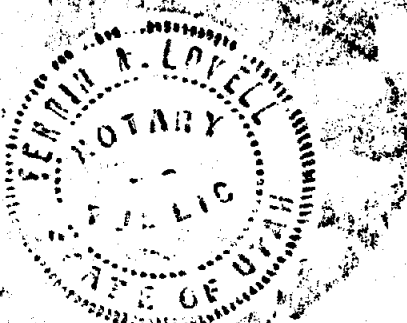
State of Utah)
County of Box Elder) ss

On this 6th day of October, 19 83,

before me personally appeared DON R. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires Jan. 24, 1984
Termin A. Lovell
Notary Public

Residing at Brigham City, Utah



INDIVIDUAL ACKNOWLEDGMENT

State of Idaho)
County of Canyon) ss

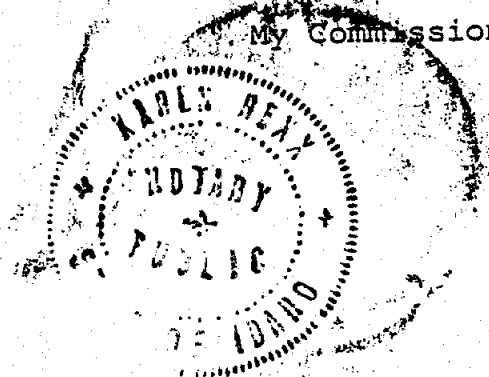
On this 26th day of September, 19 83,

before me personally appeared MARRINER F. BINGHAM
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same as his free
act and deed.

My Commission expires September 1, 1985

Karl Rexy
Notary Public

Residing at Nampa, Idaho



Attorney in Fact - Corporate Acknowledgment

State of COLORADO)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 28 day of November, 1983, by R. M. Moss

an Attorney in Fact of Champlin Petroleum Company, a Delaware corporation, on behalf of the corporation.

Carolee Smith
Notary Public

5800 South Quebec Street
Englewood, CO 80111

Commission Expires June 19, 1985

BOOK 288 PAGE 484