# GAS STORAGE AND OIL AND GAS LEASE

THIS LEASE AND AGREEMENT, made and entered into this 1St day of ... March. by and between Paul Alton Robinson and Dorothy Robinson, h/w, 8625 Stratus Drive, Orangevale, CA 95662

whether one or more beginning referred to as "Lessor" and MOUNTAIN FUEL SUPPLY COMPANY. What

whether one or more, hereinafter referred to as "Lessor" and MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, with its principal place of business situated at 180 East First South Street, Salt Lake City, Utah, hereinafter referred to as "Lessee".

#### WITNESSETH:

County, State of Utah

for the purposes stated herein, the premises being situated in Summit and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Said Gas Storage and Oil and Gas Lease pertains only to the rights in a zone between the surface of the ground and 4,000 feet below the surface of the ground or its stratigraphic equivalent as measured by the Coalville Gas Storage Well No. 1 (also commonly known as the J. D. Wilde Well No. 1), located in Section 9, Township 2 North, SLM, Summit County, Utah. Range 5 East.

Entry No. REQUEST OF Celsus Energy ALAN SPRIGGS, SUMMIT CO. RECORDER By -84 at RECORDED 10-10

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5223 Matel Avenue Fair Cons, Cald. 95629

159.22 .... acres, more or less. 2. This lease and agreement shall continue for a term of ten (10) years from the date hereof and for so long thereafter as the Lessee does either or both of the following:

the Lessee does either or both of the following:

(a) exercises storage rights and privileges in and under the land hereby leased or in and under land in the vicinity thereof, or

(b) produces oil, gas or other gaseous or liquid hydrocarbons discovered as defined in Section 7 hereof from the premises or

other lands with which the premises or a part thereof are communitized.

3. Commencing one year from the date hereof, and annually thereafter, on or before the anniversary date hereof and until the expiration or termination of the storage rights and privileges granted herein, Lessee shall pay to Lessor the sum of the FIFTY-NINE & 22/100---- Dollars, by check or draft to the credit of Lessor in the SECURITY FACIFIC MATIONAL BASING.

of \_\_\_\_\_\_\_\_, which bank and its successors are Lessor's agent (and shall continue as the depository for all annual rental payments hereunder, regardless of any change of ownership of the land hereby leased), such rental being agreed upon as a flat annual rental to cover all storage rights and privileges hereunder. In the event said depository bank shall fail or refuse to accept tenders made hereof, or should Lessee otherwise be in doubt as to the payee entitled thereto, Lessee may withhold such rental with the same effect as if tendered until it receives written instructions naming a new depository, or correctly specifying the payees and their respective interests as the case may be, executed and acknowledged by all persons appearing to Lessee to be interested therein. Lessee to be interested therein.

The payment of such rental shall also serve to confer upon Lessee the right and privilege of deferring oil and gas development for the next succeeding 12 months in the event such lands are not producing oil or gas at the time of payment of such rental. The consideration provided in Section 1 hereof covers not only the privileges granted to the date when the first annual rental is payable, but also the other rights granted herein for which no other specific consideration is recited.

4. Lessee shall pay Lessor for all damages to growing crops, timber and fences, occasioned by the installation, maintenance, operation, removal or renewal of pipelines or other facilities hereunder by Lessee.

5. In addition to the payments otherwise herein provided for in this agreement, Lessee shall pay to Lessor or Lessor's successors in interest:

(a) for each storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage or observation well delibed as additional and all the storage of the storage or observation well delibed as additional and all the storage or observations well delibed as additional and all the storage of the storage of

(a) for each storage or observation well drilled on said land and its appurtenances, a sum determined by applying the rate

(b) for each building installed by Lessee on the above-described land in connection with its gas storage project, the same rate as provided for a storage or observation well.

(c) for each linear rod of pipeline or electric power line laid or installed by Lessee on or in the above-described land, and not located on an existing private roadway or public highway.

One Dollar

located on an existing private roadway or public highway.

Payments for wells, pipelines, power lines and surface installations shall be made promptly after the completion and installation, and such payments shall be single lump sum payments covering the entire length of time such facilities remain upon the premises, and such payments shall be single lump sum payments covering the entire length of time such facilities remain upon the premises. It is specifically understood that Lessee shall have the right to fence all or any part of any such storage and observation well and any buildings placed upon the premises in connection with this gas storage project. Lessee shall bury and maintain all pipelines through cultivated areas below plow depth.

In selecting the location for any of the above-mentioned storage wells, Lessee shall not drill or place a well at a point closer than 300 feet from any existing residential dwelling on the premises unless Lessor agrees in writing to the location of such well at a lesser distance therefrom.

6. The parties hereto recognize as unlikely the possibility that oil or gas or other liquid and gaseous hydrocarbons, or any of them, underlie the premises. Because of the possibility, however slight, that such substances may be found within the premises. Lessor, for the considerations heretofore stated in Section 1, and in the event of discovery as hereinafter provided, the royalties hereinafter set forth, does hereby further grant, lease, let and warrant the premises exclusively to Lessee, its successors and assigns, for the additional purposes of exploring, drilling, prospecting, mining for and producing oil, gas and all other gaseous or liquid hydrocarbons, and grants to Lessee all other rights, privileges and easements necessary or convenient to the enjoyment thereof; to have and to held such l-assehold rights unto Lessee, its successors and assigns, for a term of ten (10) years from the date hereof and for so long thereafter as the Lessee does either or both of the following:

(a) exercises storage rights and privileges in and under the land hereby leased or in and under land in the vicinity thereof, or

(a) exercises storage rights and privileges in and under the land hereby leased or in and under land in the vicinity thereof, or

(a) exercises storage rights and privileges in and under the land hereby leased or in and under land in the vicinity thereof, or
(b) produces oil, gas or other gaseous or liquid hydrocarbons discovered as defined in Section 7 hereof from the premises or other lands with which the premises or a part thereof are communitized.
7. The parties agree that gas and other gaseous or liquid hydrocarbons, will not be deemed to have been discovered upon the premises, nor will the royalty obligations of Lessee herein set forth arise or be enforceable unless and until:
(a) such substances are produced in greater quantites than have theretofore been injected by Lessee in the said reservoir underlying the lands covered hereby and other lands in the vicinity thereof, and unless such excess substances are removed from a well or wells on the premises, or

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26.00

commercial quantities of such substances are produced on said premises from formations or strata below those being used essee for storage purposes. In the event oil is discovered in commercial quantities or more gas or any other gaseous or liquid hydrocarbons are produced from the premises than have been injected, as hereinbefore provided, Lessee agrees to pay royalties to Lessor upon the production of such oil and gas or gaseous liquid hydrocarbons as follows:

(a) on oil produced and sold from said land, 1/8 of the amount realized from said sale. (b) on gas, including casinghead gas, or other gastous hydrocarbons produced and sold from said land, 1/8 of the amount realized from said sale. realized from said sale.

In the event oil, gas or other gaseous or liquid hydrocarbons are discovered and produced in commercial quantities from lands adjacent to the premises and with which the premises are not communitized, and from a formation below that in which Lessee is storing gas, oil or other gaseous or liquid hydrocarbons, Lessee shall, as a prudent oil and gas operator, explore for and diligently attempt to produce similar products in such formations underlying the premises to prevent drainage.

8. In the event the storage rights and privileges of Lessee haven granted are terminated

(a) during the primary term of 10 years. Lessee shall have the rights granted by Section 6 hereof for the remainder of said primary term and thereafter for so long as oil, gas or other gaseous or liquid hydrocarbons are produced from the premises in commercial quantities; provided, that if Lessee is diligently drilling in search of any such substances at the termination of said primary term such term shall be automatically extended for a period of two years.

(b) after the primary term of 10 years has expired, Lessee shall have the option to extend the rights herein granted by Section 6 for an additional period of two years from the date of such termination upon written notice to the Lessor accompanied by a parameter of the primary term of two years from the date of such termination upon written notice to the Lessor accompanied by a parameter of the primary term of two years from the date of such termination upon written notice to the Lessor accompanied by a parameter of the primary term of two years from the date of such termination upon written notice to the Lessor accompanied by a parameter of the primary term of the primary term of two years from the date of such termination upon written notice to the Lessor accompanied by a parameter of the primary term of t payment of \_\_One\_Dollar \_\_ per acre of land retained by Lessee pursuant to said option. 9. Lessee is hereby authorized, whenever Lessee, in its judgment, diems it necessary or advisable, to communitize the premises, or any part thereof, with neighboring lands, such communitization to be evidenced by

(a) a contract between Lessee and the parties owning an interest in such neighboring lands, or

(b) the execution and filing for record of a declaration of such communitization, if Lessee herein holds oil and gas leases covering such neighboring tands. Thereafter, the commencement of any well, or the production of oil, gas or other gaseous or liquid hydrocarbons, on any part of the communitized area, shall have the same effect as though such well were commenced and production had on the premises hereby leased, and royalty on oil and gas produced from the communitized area shall be payable to the Lessor at the rate herein specified, but only in such proportion as the acreage owned by the Lessor in the communitized tract shall bear to the entire acreage in the communitized area. This provision shall apply only to a discovery of oil or gas or other gaseous or liquid hydrocarbons as provided by Section 7 hereof, to operations seeking such discovery and production of discovered substances, and shall not apply to any storage operations. 10. When drilling, storage or other operations provided for hereund r are delayed or interrupted as a result of any cause whatsomer beyond the control of Lesse, the time of such delay or interruption shall not be counted against the term of this lease, anything in this lease to the contrary notwithstanding. All express or implied convenants of this lease shall be subject to all 13 It is agreed that this lose shall never be forfeited or can died for failure to perform, in whole or in part, any of its implied covenants, condition or stipulations, until it shall have first been finally judicially determined that such failure exists, and after such final determination. Loss a shall have a reasonable time therefrom to comply with any such covenants, conditions and stipulations. 14. If at any time there be as many as six parties or more, nutled to receive rentals or royalties under this lease. Lessee may withhold payment the col unless and until all parties designate, in writing, in a recordable instrument to be filed with Lessee, a trustee-to receive all rental and royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in interest. 15. Lessee may at any time surrender this lease as to all or any part of the lands or minerals covered hereby, either as to the right to store gas or the right to explore for and produce oil and gas, or either of them, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper County. The premises shall remain subject to easement for right of way necessary or convenient for Lessee's operations on the lands retained by it. 16. Lessor warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgage, taxes or other liens on the above described lands in the event of default of payment by Lessor and he subrogated to the rights of the holder thereof with respect to the sums so paid, and to deduct any sum so paid from the rental or other payments due or which may become due to Lessor under this lease. This lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns as their interests may appear.

IN WITNESS WHEREOF, this agreement which has been executed in any number of counterparts, with the same force and effect as if all parties had signed the same document, is executed as of the day and date first hereinabove written. ceal Oth WITNESS: Paul Alton Robinson Lessor othy Robinson rain fuel supply Colina ATTEST: TMASSHE! Supply Approved: President Form But STATE OF Legat Land Trans County of 19....., personally appeared before me ... Paul ... Alton. day of On the Robinson & Dorothy Robinson the signer of the above instrument and duly acknowledged that they\_\_\_\_ My commission expires: Notary Public STATE OF UTAH County of day of September , 19 84, personally appeared before me. who being by me duly sworn did say that he is the . dent of MOUNTAIN FUEL SUPPLY COMPANY, and that said instrument was signed W. F. Edwards milf of said consention by authority of its Board of Directors and said ... whether his that said corporation executed the same. NE sion expires: Notary Public FIE OF Form B Kelly Co. L-3704 2006 316 PRICE 733

COUNTY OF SACRAMENT	TO}	35.					
	984 * * * *PAUL ALTO	, before me	, the undersigned	I, a Notary Public ROBINSON*	in and for said St	ate, persona	illy appeared
personally known to me or pro subscribed to the within Instru	oved to me on the basis of s	atisfactory evidence	to be the person(	s) whose name(s			
WITNESS my hand and o				, mm 31	6 page 734		

STATE OF CALIFORNIA

(Seal)

OFFICIAL SEAL

BARBARA STEVENS

NOTARY PUBLIC-CALIFORNIA

SACRAMENTO COUNTY

My Commission Expires July 7, 1987

Hevens

Motary Public's Signature

023200 9-82\* 25 PS Individual Notarial Acknowledgment



# EXHIBIT "A" Attached to that certain Gas Storage and Oil and Gas Lease Dated March 1, 1984 Between MOUNTAIN FUEL SUPPLY COMPARY And PAUL ALTON ROBINSON & DOROTHY ROBINSON, h/w

# PARCEL 1

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 10, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at the Southwest corner of the above named Section 10 and running East 148 feet; thence North 8023' West 274 feet; thence South 82023' West 21.78 feet; thence North 1056 feet; thence West 88.27 feet; thence South 1320 feet to beginning. Containing 2.95 acres.

# PARCEL 2

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 9, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at the Southeast corner of the above named Section 9 and running North 1320 feet; thence West 86.79 feet; thence South 1320 feet; thence East 86.79 feet to beginning. Containing 2.64 acres.

## PARCEL 3

A tract of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at the Northeast corner of the above named Section 16 and running South 73.26 feet; thence South 60°51' West 99 feet; thence North 132 feet; thence East 86.79 feet to beginning. Containing .18 acres.

# PARCEL 4

A tract of land situated in the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and beginning at a point that is 895.1 feet East and 73.13 feet South from the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 16, and running thence East 197 feet; thence South 1496.22 feet; thence South 88°56' West 197 feet; thence North 1499.52 feet to the place of beginning. Containing 6.77 acres.

#### PARCEL 5

Also, a tract of land situated in the Southwest quarter of the Southwest quarter of Section 10, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and beginning at a point on the section line which is 9.94 chains East from the Southwest corner of the above named Section 10, and running thence East 4.34 chains; thence North 15.20 chains; thence North 86°31' West 4.35 chains; thence South 15.40 chains to the point of beginning. Containing 6.59 acres.

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PARCEL 6

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 9, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at a point 255.09 feet West from the Southeast corner of the above named Section 9 and running North 1320 feet; thence West 157.74 feet; thence South 1320 feet; thence East 157.74 feet to beginning. Containing 4.81 acres.

PARCEL 7

Also, a tract of land in the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, beginning 255.09 feet West of the Northeast corner of said section, and running South 222.75 feet; thence South 60°51' West 107.25 feet; thence South 80°11' West 107 feet; thence North 265.32 feet; thence East 157.74 feet to beginning. Containing .96 acres.

PARCEL 8

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 10, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at a point 148 feet East from the Southwest corner of the above described Section 10, and running thence East 182 feet; thence North 300 feet; thence South 82°23' West 220 feet; thence South 80°23' East 274 feet to the point of beginning. Containing 1.22 acres.

PARCEL 9

Situated in the Northwest quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and beginning at a point that is 5.53 chains South 89°50' East on the section line from the Northwest corner of the Northeast quarter of the above section and running South 89°50' East on the section line 5.25 chains; thence South 15.19 chains; thence South 73°12' West 4.89 chains; thence South 58°48' West 0.66 chains; thence North 16.96 chains to beginning. Containing 8.38 acres.

PARCEL TO

The Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian. Containing 40.00 acres.

EXCEPTING from Parcel 10 the following: Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; thence West 481.8 feet to a true point of beginning; thence West 676.5 feet; thence South 165.0 feet; thence North 76°16' East 695.2 feet to the true point of beginning. Containing 1.28 acres.

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PARCEL 11

Beginning at a point on the section line which is West 6.25 chains from the Southeast corner of Section 9, Township 2 North, Range 5 East, of the

Salt Lake Base and Meridian, and running thence North 20.0 chains; thence West 2.27 chains; thence South 24.7 chains; thence North 80011' East 2.31 chains; thence North 4.5 chains; to the point of beginning. Containing 5.77 acres.

# PARCEL 12

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Beginning at a point on the section line which is South 3.4 chains from the Northeast corner of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and running South on the section line 15.6 chains; more or less to the Southeast corner of the Northeast quarter of the above Section 16; thence West 7.3 chains; thence North 16.0 chains; thence North 80°11' East 2.40 chains; thence North 60°51' East 6.01 chains to the point of beginning, and containing 11.48 acres, more or less; subject however to a right of way for a road across the North side of said property as the same now exists. Containing 11.48 acres.

## PARCEL 13

Beginning at the Northeast corner of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; thence South 89049' West 481.8 feet; thence South 0031' East 297.0 feet to a true point of beginning; thence South 81011' West 208.4 feet; thence South 270.0 feet; thence North 81011' East 210.4 feet; thence North 0031' West 270.0 feet to the true point of beginning. Containing 1.29 acres.

# PARCEL 14

Beginning at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and running thence North 1004' East on forty line 14.94 chains; thence North 86031' West 5.74 chains; thence South 15.2 chains, more or less to the section line; thence South 88056' East 5.72 chains along said section line to the point of beginning. Containing 8.65 acres.

#### PARCEL 15

Beginning 17.55 chains West from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and running thence North 11.5 chains; thence South 68°31' West 5.5 chains; thence South 50°36' West 6 chains; thence South 73°12' West 7 chains; thence South 58°48' West 6 chains; thence South 74°22' West 1 chain to the Southwest corner of the Northwest quarter of the Northeast quarter of said section; thence East along forty line 22.6 chains to the point of beginning. Containing 12.97 acres.

# PARCEL 16

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 9 and in the Northwest quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; being more particularly described as beginning at a point on the section line 11.03 chains West from the Southeast corner of the above named section line and running North 20.0 chains; thence West 6.53 chains;

thence South 20.0 chains; thence South 4052' East 8.46 chains; thence North 68031' East 1.90 chains; thence North 27036' East 2.50 chains; thence North 80011' East 3.00 chains; thence North 5.0 chains to the point of beginning, and containing 15.45 acres, more or less. Reserving however, a right of way for a two rod road across the above described tract containing 0.3 acres, more or less. Leaving a net area of 15.15 acres, more or less. Containing 15.15 acres.

# PARCEL 17

Also, a tract of land situated in the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and being more particularly described as beginning at a point that is 18.60 chains South 89°50' East on the section line from the Northwest corner of the Northeast quarter of the above named Section 16 and running South 89°50' East 3.90 chains; thence South 4°52' East 8.46 chains; thence South 68°31' West 4.97 chains; thence North 10.25 chains to the point of beginning. Containing 4.41 acres.

# PARCEL 19

A tract of land beginning at a point which is West 7.3 chains from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; and running thence North 15.50 chains; thence South 81011' West 6.6 chains; thence South 27036' West 2.50 chains; thence South 68031' West 2.50 chains; thence South 11.25 chains; thence East 10.25 chains; to the point of beginning. Containing 1.29 acres.

EXCEPTING AND RESERVING from Parcel 19: Beginning at the Northeast corner of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; thence South 89°49' West 481.8 feet; thence South 0°31' East 297.0 feet to a true point of beginning; thence South 81°11' West 208.4 feet; thence South 270.0 feet; thence North 81°11 East 210.4 feet; thence North 0°31' West 270.0 feet to the true point of beginning. Containing 1.29 acres.

# PARCEL 20

Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; thence West 481.8 feet to a true point of beginning; thence West 676.5 feet; thence South 165.0 feet; thence North 76016' East 695.2 feet to the true point of beginning. Containing 1.28 acres.

# PARCEL 21

Beginning 86.79 feet West of the Southeast corner of Section 9, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, thence North 1320 feet; thence West 168.3 feet; thence South 1320 feet; thence East 168.3 feet to beginning. Containing 5.09 acres.

# PARCEL. 22

Beginning 86.79 feet West of the Northeast corner of Section 16, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian; thence South 132 feet; thence South 60°51' West 189.25 feet; thence North 222.75 feet; thence East 168.3 feet to beginning. Containing .68 acres.

# PARCEL 23

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 10, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at a point 330 feet East 330 feet North from the Southwest corner of the above named Section 10 and running North 1023 feet; thence West 241.73 feet; thence South 1056 feet; thence North 82°23' East 241.78 feet to beginning. Containing 5.77 acres

Containing 159.22 acres, more or less.

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