

LEASE AND EASEMENT AGREEMENT

April 12, 1983

THIS AGREEMENT, Made and entered into by and between Anna E. Wright and James G. Wright, of 3526 E. Blackridge Drive, Tucson, AZ 85716, Hereinafter referred to as "LESSORS" and LINMAR ENERGY CORPORATION, of 1670 Broadway, Suite 3025, Denver, Colorado 80202; Hereinafter referred to as "LINMAR."

WITNESSETH:

THAT LESSORS, for and in consideration of the sum of ~~Three Thousand, Four Hundred, and Fifty Dollars (\$3,450.00)~~ <sup>Four Thousand, Four Hundred, and Fifty Dollars (\$4,450.00)</sup> cash to LESSORS in hand paid by LINMAR, the receipt and sufficiency of which are hereby acknowledged, does hereby lease to LINMAR for the benefit of LINMAR and its employees, agents, contractors, successors and assigns, the following described lands situated in Duchesne County, State of Utah, to wit:

Right-of-way and Easement:

Two and <sup>75</sup>/<sub>100</sub> acres, more or less, in the North half of Section 14, Township 2 South, Range 5 West. Area to include a fifty foot wide access road and right-of-way running Southwest from the Existing Shell Potter 1-14B5 well to the center of the section, approximately 2,400 feet in length.

LINMAR may use said premises described under the above subparagraph to construct, maintain and use a wellsite access road of character sufficient for the purposes of transporting equipment, materials, production and personnel in connection with exploring, drilling, operating, producing and marketing oil, gas, and associated hydrocarbons and any other fluid or substance associated with the production of oil or gas, and for the purpose of constructing, maintaining and operating pipelines, power lines and communication lines together with such valves, fittings, meters and other appurtenances as may be necessary or convenient to the operation of said lines.

LINMAR TO HAVE AND TO HOLD the premises described under the above subparagraph, for the purposes above set forth for a term of three (3) years from the date hereof and so long thereafter as the lands, subject to this Agreement or any part thereof, are used for or in

ENTRY NO 30738 DATE 5-2-83 TIME 1:30 PM BOOK 182-787  
FEE \$ 2.00 RECORDED AT REQUEST OF Linmar Energy Corp  
Margaret A. Barrett DUCHESNE COUNTY RECORDER DEPUTY

*JW, EBW*  
*4/25/83*

*75/100 EBW*

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connection with any of the aforesaid operations.

The consideration recited hereinabove is also paid and accepted as complete settlement for any and all damages thereto for the full term hereof.

LINMAR shall have and is granted all other rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across existing roadways and rights-of-way on lands of LESSORS, and the right to remove material excavated from cuts for use as fill.

LINMAR shall have the right to remove from the leased premises, at any time during the term hereof or within three (3) months after the termination hereof, any or all structures, pipes, equipment and other facilities placed on, over, under, through and across any lands covered hereby, and title thereto shall be vested in LINMAR at all times, and shall in no event be considered or construed as fixtures thereto.

LINMAR further agrees to remove all equipment and to restore the surface topography to the original contours, as far as practical, within six (6) months of the termination of this agreement.

LINMAR agrees to pay any excess taxes that may be assessed directly or indirectly against any lands covered by this agreement because of the existence of erected facilities placed or constructed thereupon by LINMAR.

LINMAR shall have the right to assign all or any part of the rights herein granted.

LINMAR agrees to save and hold LESSORS harmless from the claims and demands of all persons whomsoever for damages caused by LINMAR's exercise of their rights herein granted.

LESSORS warrant and covenant that they are the owners of the lands covered hereby and that said lands are free and clear of all encumbrances and liens of whatsoever character, except those of record, and except taxes and assessments not yet due.

The terms, conditions and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal

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representatives, successors and assigns.

It is understood that this Agreement does not constitute a conveyance in fee of any part of the premises hereinabove described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12th Day of April, 1983.

LINMAR ENERGY CORPORATION:

LESSORS:

By E. B. Whicker

E. B. Whicker  
Manager of Operations

By Anna E. Wright <sup>By James G. Wright</sup>  
James G. Wright

Anna E. Wright

James G. Wright  
James G. Wright

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STATE OF UTAH )  
 )ss.  
COUNTY OF DUCHESNE )

On this 12th Day of April, 1983, before me, Connie E. Whicker, a Notary Public in and for said County, personally appeared E. B. Whicker, known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed my notarial seal the day and year first above written.



*Connie E. Whicker*

Notary Public  
Residing at Roosevelt, Utah

My Commission Expires:

April 20th, 1986

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STATE OF *Arizona* )  
 ) ss.  
 COUNTY OF *Pima* )

On this *18<sup>th</sup>* day of April, 1983, before me,  
*Donna J. Price*, a Notary Public in and for  
 said County, personally appeared Anna E. Wright, known to  
 me to be the identical person described in and who executed  
 the within and foregoing instrument, and acknowledged to me  
 that he executed the same as his free and voluntary act and  
 deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official  
 signature and affixed my notarial seal the day and year  
 first above written.

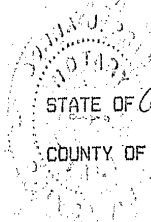
*Donna J. Price*  
 Notary Public  
 Residing at *Tucson, Az.*  
*Anna E. Wright* by:  
*for James H. Wright*  
*As Co-sureties*

My Commission Expires:

My Commission Expires Aug. 10, 1983

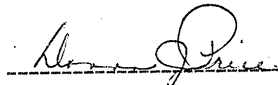
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 STATE OF *Arizona* )  
 ) ss.  
 COUNTY OF *Pima* )

On this *18<sup>th</sup>* day of April, 1983, before me,  
*Donna J. Price*, a Notary Public in and for  
 said County, personally appeared James G. Wright, known to  
 me to be the identical person described in and who executed  
 the within and foregoing instrument, and acknowledged to me  
 that he executed the same as his free and voluntary act and  
 deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official  
 signature and affixed my notarial seal the day and year  
 first above written.

  
 \_\_\_\_\_  
 Notary Public  
 Residing at *Tucson, Az.*

My Commission Expires: *My Commission Expires Aug. 10, 1983*