

ASSIGNMENT

Right of Way
NO. 1925
GRAZING LEASE NO. _____
CERTIFICATE NO. _____

24359

WESTERN STATES TITLE CO.
1985 AUG 26 PM 4:01
UTAH COUNTY RECORDS
OFFICE

RECORDED AT THE REQUEST OF

24359

The undersigned, as owner of record title interest as hereinafter specified in and to ML _____; GL _____; Certificate No. _____; as designated, for good and valuable consideration and Ten (\$10.00) DOLLARS does hereby assign to Thermex Energy Corporation

ADDRESS: 1900, 13601 Preston Road, Dallas, Texas 75240, the rights, title, and interest in rights and privileges as lessee in such lands, to the extent indicated subject to the reservation of overriding royalties as herein noted:

1. Land affected by this assignment in County of Utah, State of Utah, as described herein: the right of way easement no. 1925, which is more particularly described on Exhibit "A" attached hereto. and is recorded in Book 1988, Page 256 of the County Records of Utah County, Utah.
2. Interest of assignor in such lands right of way easement attached as Exhibit "A" _____ ACRES
3. Extent of such interest conveyed to Assignee (Note percentage of 2) 100%
4. Overriding royalty reserved herein to Assignor (Note percentage only) -0-
5. Overriding royalty previously reserved (Note percentage only) unknown

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and believe and are made in good faith.

Executed this 14th day of May, 19 85.
By: [Signature]
NITRATE SERVICE CORPORATION
(Lessee) Assignor

LESSOR--ASSIGNOR'S ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Utah) :ss

On the 14 day of MAY, 19 85, personally appeared before me NEAL F. CHRISTENSEN, signer(s) of the above instrument, who do hereby acknowledged to me that he executed the same.

Given under my hand and seal this 14 day of MAY, 19 85

My Commission Expires: 1/1/87

NOTARY PUBLIC, residing at: [Signature]

THIS DOCUMENT MAY BE DUPLICATED

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INSTRUCTIONS: Assignment must be submitted in duplicate. The original certificate, grazing lease or mineral lease must be produced with the assignment. Partial assignment permitted on mineral leases only. Total assignment--\$10, Interest assignment--\$10, and Partial Assignment--\$15.

**INDIVIDUAL'S ACCEPTANCE OF ASSIGNMENT
AFFIDAVIT OF CITIZENSHIP OF ASSIGNEE**

I, (we) _____ on oath, do solemnly swear that I am (we are) at the present time (a) * _____ Citizen(s) of the United States of America and of legal age, and I (we) hereby assume and agree to perform all of the covenants and obligations of said lease on the part of lessee(s) to be kept and performed, and accept the foregoing instrument.

BY: _____

Subscribed and sworn to before me this _____ day of _____, 19 _____.

My Commission Expires: _____

NOTARY PUBLIC, Residing at: _____

ACCEPTANCE OF ASSIGNMENT -- CORPORATE

Comes Now Thermex Energy Corp, a corporation of Texas AND HEREBY ACCEPTS THE ASSIGNMENT FROM Nitrate Service Corporation of right of way no 1925 Certificate No. _____, GL No. _____, ML No. _____, which assignment is dated May 14, 1985 subject to all of the covenants and obligations of said Lessee.

IN WITNESS WHEREOF John Ekstrom has executed this acceptance this 19th day of June, 19 85.

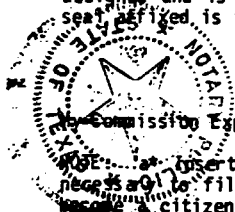
(Assignee) Thermex Energy Corporation

BY: John Ekstrom (Officer, Agent, Attorney-in-Fact)
John Ekstrom, Vice President

ASSIGNEES ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) :ss

On the 19th day of June, 19 85, personally appeared before me John EKSTROM, who being by me duly sworn did say, each for himself, that (he, she, or they) is an officer, agent or Attorney-in-Fact for the assignee and is authorized to accept this assignment and has executed the same and the seal affixed is the seal of said corporation.



Mary Ann Parker
NOTARY PUBLIC, residing at:
Suite 310, 8235 Douglas, Dallas, Tx 75225

My Commission Expires: 10-1-85

NOTE: Insert here whether native born or naturalized. If naturalized, it will be necessary to file with this office Proof of Citizenship or Declaration of Intention to become a citizen in the form of a letter of certificate of verification from Court of Issuance, and registration fee of \$1.00.

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EASEMENT

Access Road

Fund: School
Right Of Way No. 1925

THE STATE OF UTAH, by and through the Division of State Lands, Grantor, in consideration of the payment of \$178.80, plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before 1 January 1983, and every third year thereafter, or within 10 days of notice from Grantor that payment is due, hereby grants to Nitrate Service Corporation, P.O. Box 36, American Fork, Utah 84003, Grantee, an easement for a road right of way on State lands described as follows:

Township 6 South, Range 1 West, SLB&M
Section 3: Utah County

Beginning at a point (station 00) located on the center of an existing graveled road 893.90 ft. S 64° 01' 53" W. of the section corner monument of section 34 and 35; Township 5 South, Range 1 West; and Section 2 and 3; Township 6 South, Range 1 West; thence in a southeasterly direction as indicated by the following table:

<u>Station #</u>	<u>Distance to Next Station</u>	<u>Bearing to Next Station</u>
00	19.07'	S 62° 26' 39" E
01	96.36'	S 80° 36' 59" E
02	92.14'	S 76° 26' 17" E
03	94.11'	S 55° 19' 08" E
04	89.21'	S 55° 29' 27" E
05	91.62'	S 55° 19' 17" E
06	95.65'	S 55° 16' 33" E
07	90.97'	S 55° 06' 35" E
08	92.70'	S 52° 25' 06" E
09	90.57'	S 42° 29' 51" E
10	86.10'	S 42° 10' 30" E
11	45.55'	S 42° 31' 04" E
12	Property Line	

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For a total distance of 984.05 ft. from the center line of the existing road to the property line, which is the section line between Section 2 and Section 3.

TO HAVE AND TO HOLD until Grantee, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said road, and hold Grantor harmless from any and all liability which may arise from the construction and maintenance of said road, so long as the easement shall remain in force and effect.

GRANTEE shall further agree that the right of way and all described areas shall be rehabilitated and seeded as determined by the Grantor.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said road. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the Grantor and Grantee that the Grantor shall have the right to remove, or cause the same to be removed, all at the cost and expense of the Grantee.

GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

THE GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the Grantee will be reimbursed for such costs in accordance with the applicable rules and regulations.

GRANTEE shall at all times observe reasonable precautions to prevent fire on the premises and shall conform to all applicable laws and regulations of any governmental agency having jurisdiction, and shall agree to reimburse the GRANTOR for the actual costs of suppressing fires upon the lands where the GRANTOR may have expended monies in so doing or may be responsible to others for the cost of suppressing fires thereon.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

GRANTEE shall surrender to Grantor said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

GRANTEE, in exercising the privileges granted by this lease, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement.

GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

GRANTOR herein reserves the right to utilize said right of way and easement for the ingress and egress and access to and from the lands owned by Grantor on both sides of said easement.

GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

GRANTOR claims title in fee simple, but does not warrant to Grantee the validity of title to the leased premises. Grantee shall have no claim for damages or refund against the Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

GRANTOR reserves the right to inspect the area of operation at a later date and recall Grantee for correction of any violations of the above stipulations.

IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands has caused these presents to be executed this 27th day of May, 1980, by its Director, duly authorized by a resolution of said Board dated June 21, 1978.

GRANTOR:

STATE OF UTAH
Division of State Lands
231 East 400 South
Salt Lake City, Utah 84111

By:


WILLIAM K. DINEHART, DIRECTOR *KWH*

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GRANTEE: NITRATE SERVICE CORPORATION
P.O. Box 36
American Fork, Utah 84003

By: Richard Clayton

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 27th day of May, 1980, personally appeared before me William K. Dinehart, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands by resolution of the Board of State Lands, and said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 27th day of May, 1980.

Nelly Bishop, S.R.C. Ut.
Notary Public, residing at:

My Commission Expires: 12/1/83

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 19th day of May, 1980, personally appeared before me Richard Clayton, who being by me duly sworn did say that he is the Sales Manager of Nitrate Service Corp. and that said instrument was signed in behalf of said Nitrate Service Corp. and said Richard Clayton acknowledged to me that said company executed the same.

Given under my hand and seal this 19th day of May, 1980.

Claudia P. King
Notary Public, residing at:
American Fork, Utah

My Commission Expires: 1-3-84

APPROVED AS TO FORM:
ROBERT HANSEN
ATTORNEY GENERAL

By: [Signature]

24359

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