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LEASE NO. J-35

MEMORANDUM AND AFFIDAVIT
REGARDING OIL AND GAS LEASE

This Memorandum and Affidavit, dated as of 2/9, 1982, is made and offered for record pursuant to Section 35-4-69 of the Alabama Code (1973) as well as pursuant to the general recordation statutes of Alabama which may be applicable to memorandum filings, to give notice of the contents of that certain unrecorded oil and gas lease dated December 15, 1980, between KIMBERLY-CLARK CORPORATION, a Delaware corporation, lessor (herein called "Lessor"), Neenah, Wisconsin 54956, and THE ANSCHUTZ CORPORATION, a Kansas corporation, lessee (hereinafter called "Lessee"), 2400 Anaconda Tower, Denver, Colorado 80202, concerning the property described in Exhibit A attached hereto and made a part hereof. Said oil and gas lease is hereinafter referred to as the "Lease."

Notice is hereby given that Lessor and Lessee have executed the Lease. Pursuant to the terms of the Lease, Lessor has leased to Lessee the lands situated in the State of Alabama described in Exhibit A hereto, and Lessee has leased the same from Lessor, for the limited purposes of exploring for, drilling for and producing oil, natural gas, casinghead gas, casinghead gasoline, distillate and other like hydrocarbons (collectively "hydrocarbons"), and sulphur if produced in conjunction therewith, establishing and utilizing facilities for disposal of salt water produced from the lands covered by the Lease, laying pipelines, building roads, telephone lines and other structures and facilities necessary to produce, save, treat and transport said hydrocarbons and sulphur. Such Lease further authorizes Lessee to cross any adjacent or contiguous lands of Lessor by use of existing roads in order to have ingress and egress to and from the land covered by the Lease to carry out such aforesaid purposes. Such Lease provides that Lessor excepts, reserves and excludes from the Lease all other minerals or ores of any nature or kind, including, but not limited to sand, gravel, limestone, coal, coal seam gas, iron ore and uranium, together with the right of ingress and egress and all other rights and easements necessary for the purpose of exploring for, producing, mining, preparing, treating, transporting, marketing and removing such excluded minerals.

Subject to the other provisions of the Lease, the term of the Lease is for eight (8) years from December 15, 1980 and as long thereafter as hydrocarbons, or sulphur produced in conjunction therewith, are produced in paying quantities from the lands covered by the Lease, provided that the commencement of certain operations or activities on the lands covered by the Lease, or on lands pooled or unitized with lands covered by the Lease, may extend the term of the Lease. The Lease also includes customary delay rental provisions, provisions requiring the timely commencement of certain drilling operations to extend the term of the Lease with respect to undeveloped acreage, and provisions requiring the reversion of non-producing deep rights to Lessor.

Pursuant to the terms of the Lease, Lessor is granted certain preferential purchase rights with respect to oil and gas and other hydrocarbons produced from wells completed on the lands covered by the Lease, or on lands pooled or unitized therewith.

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see Release Title, etc. 5/1 pg 147-148 (1983)

AL-4806-S

Anschutz Corp.

The Lease provides that the rights of Lessor thereunder may be assigned in whole or in part as to the subject lands or any mineral or subsurface interval or any depth thereunder and the provisions hereof shall extend to the Lessor's successors and assigns. The Lease further provides that Lessee shall not assign the Lease in whole or in part without the prior express written consent of Lessor, which consent will not be unreasonably withheld, and if such written consent is given, no subsequent assignments shall be made without the prior express written consent of Lessor. In the event Lessor shall consent to an assignment by Lessee of all or part of the interests covered by the Lease, the Lease provides that it is understood and agreed that Lessee nevertheless shall remain, as between the parties, primarily liable for all of the obligations, duties and liabilities of Lessee under the Lease.

The Lease provides that it is made by Lessor without warranties or representations of any kind, expressed or implied.

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The Lease is subject to the terms and provisions of that certain unrecorded Agreement dated December 15, 1980, by and between Lessor and Lessee. Such agreement is hereafter referred to as the "Agreement." In addition to the other terms and provisions thereof, the Agreement expressly provides for the periodic mandatory release by Lessee, of a stipulated percentage of certain lands of Lessor (which lands are therein fully described) that are leased to Lessee for the purpose of exploring for, and producing, hydrocarbons and sulphur produced in conjunction therewith, which lands include, among other lands, the lands described in Exhibit A hereto.

Copies of the Lease and the said Agreement are maintained in the above offices of Lessee and Lessor, and will be made available to anyone having a legitimate reason for access thereto.

This Memorandum and Affidavit is executed solely to give notice of the Lease. Nothing contained herein shall in any way alter, amend or otherwise affect the rights and obligations of Lessor or Lessee as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective the day and year first above written.

ATTEST:

KIMBERLY-CLARK CORPORATION

Howard G. Ellington

By

[Signature]
President, Coosa River Newsprint,
Title Pulp & Forest Products Company

ATTEST
George S. Christman
SEAL

THE ANSCHUTZ CORPORATION

By

Lillian J. Lentz
Title ASST. VICE PRESIDENT

THIS INSTRUMENT WAS PREPARED BY:

The Anschutz Corporation
2400 Anaconda Tower
555 - 17th Street
Denver, Colorado 80202
Attention: Miles A. Williams

STATE OF ALABAMA §
COUNTY OF Talladega §

I, Linda S. Hardy, a notary public in and for said county in said state, hereby certify that S. B. Pinkerton, President, Coosa River Newsprint, Pulp, ~~XXXXXX~~ & Forest Products Company of Kimberly-Clark Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of April, 1982

Linda S. Hardy
Notary Public in and for
Talladega County, Alabama

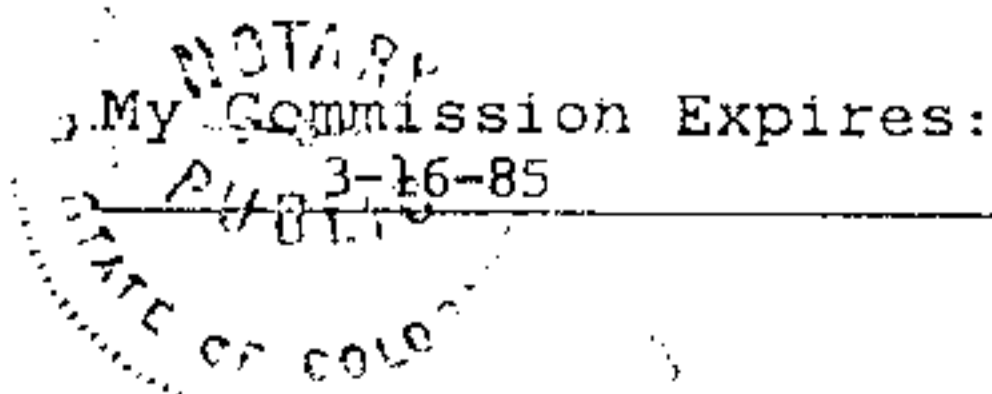


STATE OF Colorado §
COUNTY OF Denver §

I, Mary Diane Fonseca, a notary public in and for said county in said state, hereby certify that LILLIAN F. LENTZ whose name as Assistant Vice President of The Anschutz Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of February, 1982.

Mary Diane Fonseca
Notary Public in and for
Denver County, Colorado



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SHELBY

TOWNSHIP-RANGE
SECTION

DESCRIPTION

MINERAL ACRES

T17S-R1E

25	FEE	All that part of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of Shoal Creek.	10.00
26	FEE	S $\frac{1}{2}$ of NW $\frac{1}{4}$.	80.00

T18S-R2E

1	FEE	<p>N$\frac{1}{2}$ of NE$\frac{1}{4}$, NW$\frac{1}{4}$, SW$\frac{1}{4}$, NW$\frac{1}{4}$ of SE$\frac{1}{4}$, that part of SW$\frac{1}{4}$ of SE$\frac{1}{4}$ on top of the mountain known as the Bently Crane place, the SW$\frac{1}{4}$ of NE$\frac{1}{4}$, and 58.1 acres described as follows: Beginning at the NW corner of the SE$\frac{1}{4}$ of NE$\frac{1}{4}$ and run 20.00 chains East; thence South 10.26 chains to top of mountain; thence and meandering along top of mountain as follows: South 29° West 9.22 chains, South 23° West 4 chains, South 26° West 7.77 chains, South 30° West 4.14 chains, South 37° West 4.39 chains, South 26° West 3.70 chains, South 32° West 5.6 chains to the West line of SE$\frac{1}{4}$ of SE$\frac{1}{4}$; thence North 42.8 chains to point of beginning. There is excepted herefrom any of said land lying in the SE$\frac{1}{4}$ of SE$\frac{1}{4}$.</p> <p>Entire section.</p> <p>E$\frac{1}{2}$ of E$\frac{1}{2}$ and W$\frac{1}{2}$ of SE$\frac{1}{4}$.</p> <p>W$\frac{1}{2}$ of NE$\frac{1}{4}$, NE$\frac{1}{4}$ of NE$\frac{1}{4}$, NW$\frac{1}{4}$ of SW$\frac{1}{4}$, SW$\frac{1}{4}$ of SW$\frac{1}{4}$, NW$\frac{1}{4}$ of SE$\frac{1}{4}$, and 4 acres along North boundary of SE$\frac{1}{4}$ of SW$\frac{1}{4}$.</p>	560.40
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2	FEE	Entire section.	640.00
3	FEE	E $\frac{1}{2}$ of E $\frac{1}{2}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$.	240.00

11	FEE	W $\frac{1}{2}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$, SW $\frac{1}{4}$ of SW $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, and 4 acres along North boundary of SE $\frac{1}{4}$ of SW $\frac{1}{4}$.	444.00
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12	FEE	<p>All that part of the NW$\frac{1}{4}$ of NW$\frac{1}{4}$ lying North and West of the creek, the SW$\frac{1}{4}$ of NW$\frac{1}{4}$ and 30 acres lying East of Camp Creek in the NW$\frac{1}{4}$ of NW$\frac{1}{4}$ and 39.5 acres described as follows: Beginning at the NE corner of the SW$\frac{1}{4}$ of NW$\frac{1}{4}$ and run North 20 chains to the Northeast corner of the NW$\frac{1}{4}$ of NW$\frac{1}{4}$; thence East 25.18 chains to top of mountain; then meandering and along the top of the mountain South 32° West 4.21 chains, South 29° West</p>	119.50
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TOWNSHIP-RANGE
SECTION

DESCRIPTION

MINERAL ACRES

T18S-R2E

12 10.03 chains, South 28° West, 4.95 chains, South 35° West 4.97 chains to the South line of NE¼ of NW¼; thence West 12.82 chains to the point of beginning.

18 NW¼ of NE¼, S½ of NE¼, SW¼, N½ of SE¼, SW¼ of SE¼, N½ of SE¼ of SE¼ and SW¼ of SE¼ of SE¼.

19 E½ of NW¼ of NW¼, NE¼ of NW¼, W½ of NW¼ of NE¼, NE¼ of NE¼ of NE¼, NW¼ of SW¼ of NE¼, NE¼ of SW¼ of NE¼, and which said tract is also known and designated as Block 19 according to the survey and map of Birmingham Acreage Company's addition to Sterretts, Alabama.

20 S½ of NE¼, E½ of SW¼ and SE¼.

32 NE¼ of NE¼, E½ of NW¼ of NE¼, SW¼ of NW¼ of NE¼, S½ of NW¼ and SW¼.

T18S-R1E

13 SW¼ of SE¼.

23 SW¼ of SE¼ and SW¼ of SW¼.

25 Entire section less E½ of SE¼ of SE¼ and N½ of N½ of NW¼.

26 NE¼ of SE¼.

TOTAL NET MINERAL ACRES

4,083.90

Rec'd 7.50
Jud 1.00
8.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1982 MAY 27 AM 9:45

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

110.00

320.00

390.00

40.00

80.00

580.00

40.00

47080

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
2400 ANACONDA TOWER
DENVER, COLORADO 80202