

RECORDING REQUESTED BY  
Vecta Oil & Gas, Ltd.

WHEN RECORDED MAIL TO  
Vecta Oil & Gas, Ltd.  
575 Union Blvd., Suite 208  
Lakewood, CO 80227

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT

This Assignment of Right-of-Way and Easement (the "Assignment") is made this 30 day of October, 2009 and effective as of September 1, 2009 at 7:00a.m. local time in each jurisdiction in which the respective interests are located (the "Effective Date") from **FLYING J OIL & GAS INC.**, a Utah corporation with its principal office at 333 W. Center Street, North Salt Lake, Utah 84054 ("Assignor") to **VECTA OIL & GAS, LTD.**, a Texas limited partnership with its principal office at 575 Union Blvd., Suite 208, Lakewood, Colorado 80228, ("Assignee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby QUIT CLAIMS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS unto Assignee effective as of the Effective Date,

All of Assignors right, title and interest in and to the right-of-way and easement agreements described in Exhibit A attached hereto and incorporated herein by this reference (the "ROW Agreements"), but reserving the right in and to the ROW Agreements to access the Federal 10-21 Well located in Section 21, Township 2 North, Range 97 West, 6<sup>th</sup> PM, Rio Blanco County, Colorado.

Separate assignments of certain parts of the ROW Agreements may be executed on officially approved forms by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignment are the same, and not in addition to, the Interests conveyed herein. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Right-of-Way and Easement the day and year first above written, but effective as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

ASSIGNOR:  
FLYING J OIL & GAS INC.  
a Utah corporation

By: [Signature]  
Chris J. Malan  
Executive Vice President

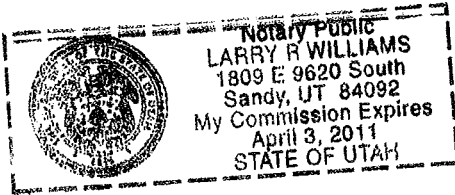
ASSIGNEE:  
VECTA OIL & GAS, LTD.  
a Texas limited partnership

By: [Signature]  
Jim Bob Byrd  
Vice President - Land

## ACKNOWLEDGEMENT

STATE OF UTAH        }  
                              } ss.  
County of Davis        }

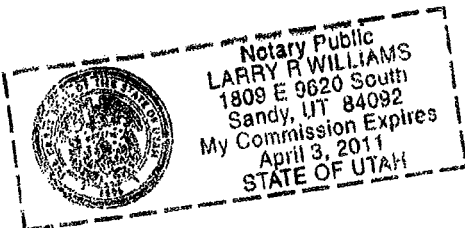
On this 30 day of October, 2009, before me personally appeared Jim Bob Byrd, personally known to me (or proved to me on satisfactory evidence) to be the Vice President - Land of Vecta Oil & Gas, Ltd., the limited partnership that executed the foregoing instrument, and acknowledged to me that he executed such instrument on behalf of such limited liability for the uses and purposes stated therein.



[Signature]  
Notary Public

STATE OF UTAH        }  
                              } ss.  
County of Davis        }

On this 30 day of October, 2009, before me personally appeared Chris J. Malan, personally known to me (or proved to me on satisfactory evidence) to be the Executive Vice President of Flying J Oil & Gas Inc., the corporation that executed the foregoing instrument, and acknowledged to me that he executed such instrument on behalf of such corporation for the uses and purposes stated therein.



[Signature]  
Notary Public

## EXHIBIT A

Right-of-Way and Easement Agreements covering certain lands located in Rio Blanco County, Colorado and being more particularly described as follows:

Grantor	Grantee	Legal Description	Recording Info.
John R. Pierce, Trustee	Flying J Oil & Gas Inc.	<u>Township 2 North, Range 97 West, 6<sup>th</sup> PM</u> Section 20: Lots 10, 24 and 25, a tract consisting of 13.00 acres off the most Westerly portion of Resurvey Tract 40 in said Section 20 described as follows: Beginning at the Northwest corner of Lot 12, Section 20, thence East 26 rods, thence South 80 rods, thence West 26 rods, thence North 80 rods to the place of beginning.	B586/P352 (Memorandum)
BLM (ROW COC 65714)	Flying J Oil & Gas Inc.	<u>Township 2 North, Range 97 West, 6<sup>th</sup> PM</u> Section 4: NW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 8: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 9: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22: NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 26: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 35: NW $\frac{1}{4}$ NW $\frac{1}{4}$	

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

This Right-of-Way and Easement Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of October, 2002, by and between **John R. Pierce, Trustee of the John R. Pierce Revocable Trust** under declaration of trust dated August 29, 2001 ("Owner") whose address is 3178 Andre Lane, Turlock, California 95382 and **Flying J Oil & Gas Inc.**, a Utah corporation, with its principal office at 333 West Center Street, North Salt Lake, Utah 84054 ("Flying J").

**WHEREAS**, Owner owns and has the right to possession and control of the surface estate of the following described lands located in Rio Blanco County, Colorado, (hereinafter referred to as "Owner's Land"):

Township 2 North, Range 97 West, 6<sup>th</sup> P.M.

Section 20: Lots 10 (36.98 acres), 24 (1.63 acres) and 25 (19.45 acres),

A tract consisting of 13.00 acres off the most Westerly portion of Resurvey Tract 40 in said Section 20 described as follows:  
Beginning at the Northwest corner of Lot 12, Section 20, thence East 26 rods, thence South 80 rods, thence West 26 rods, thence North 80 rods to the place of beginning.

and;

**WHEREAS**, Flying J desires to obtain from Owner an easement and right-of-way for the use of an existing access road across Owner's Land for the purpose of gaining ingress to and egress from Flying J's well sites and oil and gas exploration and production operations located in the area;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Owner hereby grants and conveys to Flying J, its successors and assigns, an easement and right of way for the use, improvement, maintenance and repair of an existing access road across Owner's Land for ingress to and egress from Flying J's well sites and oil and gas exploration and production operations located in the area. The location of such existing access road (2,100') traversing Owner's Land is shown on Exhibit "A" attached hereto and incorporated herein by this reference and is 127 rods in length, more or less.

2. Flying J agrees to pay Owner the sum of [REDACTED] (127 rods times [REDACTED] per rod = [REDACTED]) per year in consideration of the right-of-way and easement granted under this Agreement. The first payment of [REDACTED] shall be made upon execution of this Agreement and thereafter a like payment shall be made on or before each anniversary date of this Agreement.

3. Flying J shall indemnify Owner for damages to Owner's Land caused by Flying J's negligence while exercising its rights under this Agreement.

4. This Agreement shall remain in full force and effect so long as Flying J conducts any of the operations described in this Agreement. At such time as Flying J, its successors and assigns permanently cease all such operations, this Agreement shall terminate; provided,

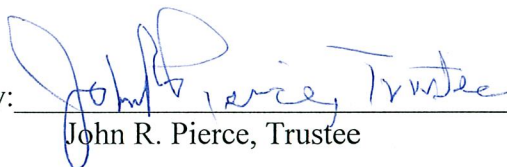
however, that Flying J shall then have a reasonable period of time within which to conduct such activities as may be required by applicable law or agreement.

5. All notices permitted or required to be given hereunder shall be delivered by U.S. mail, certified with return receipt requested, by overnight courier or by personal delivery to the party to be notified at the respective addresses set forth above.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

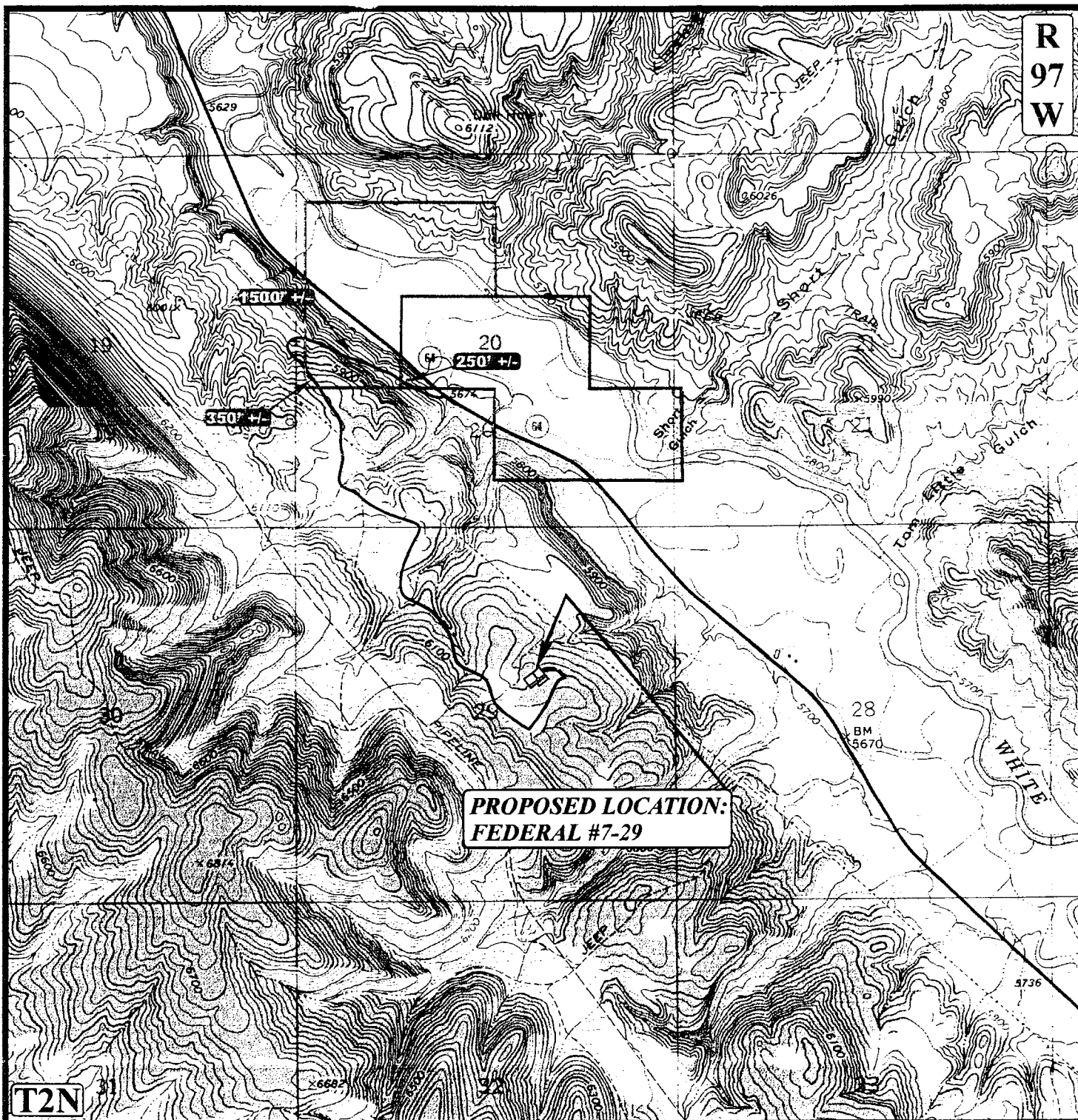
**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**OWNER**  
**JOHN R. PIERCE REVOCABLE TRUST**

By:   
John R. Pierce, Trustee

**FLYING J OIL & GAS INC.**

By:   
Marvin D. Brittenham, VP Exploration  

APPROXIMATE TOTAL ROAD DISTANCE ON OSCAR WYATT LANDS = 250' +/-

APPROXIMATE TOTAL ROAD DISTANCE ON JOHN PIERCE LANDS = 1,350' +/-

# LEGEND:

----- PROPOSED ACCESS ROAD  
 ----- EXISTING ROAD  
 [ ] JOHN PIERCE [ ] OSCAR WYATT

FLYING J OIL & GAS, INC.

FEDERAL #7-29

SECTION 29, T2N, R97W, 6th P.M.

2149' FNL 1942' FEL



Uintah Engineering & Land Surveying  
 85 South 200 East Vernal, Utah 84078  
 (435) 789-1017 \* FAX (435) 789-1813

TOPOGRAPHIC MAP

8 30 02  
 MONTH DAY YEAR



SCALE: 1" = 2000' DRAWN BY: C.G. (REVISED: 00-00-00)

EXHIBIT