

THIS INDENTURE WITNESSETH:

That the undersigned, B. E. Taylor, unmarried, is the holder of Oil and Gas Prospecting Permit issued upon Serial No. 09589 in the United States Land Office at Evanston, Wyoming, covering among other lands the land described as follows, viz:

The Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 26,

Township 27 North, Range 113 West of the 6th. P. M., area 40 acres;

That for a valuable consideration, receipt of which is hereby acknowledged, the said permittee hereby sells, assigns and transfers to Walter S. Cairns all his right, title and interest under said permit, and all leases issued in pursuance thereof in and to the above described portion of land covered by said permit, subject, however, to and reserving to him a royalty of seven and one-half percent (7 $\frac{1}{2}$ %) of all oil and gas produced on the part of said land on which the royalty to be paid to the United States Government is five percent (5%), and a royalty of two and one-half percent (2 $\frac{1}{2}$ %) of all oil and gas produced on the part of said land on which a royalty of more than five percent (5%) is paid to the United States Government.

It is agreed that when application is made for a lease from the United States Government that at least forty (40) acres of the above described land shall be included in the part of said lease on which the royalty is not over five percent (5%) to the United States Government.

It is understood that the royalty reserved in said permits is in addition to the royalty to be paid to the United States Government which shall be paid by said assignee on behalf of the permittee.

This assignment is made on the further condition that the said assignee, his representatives or assigns, shall comply with all the requirements of said permit and all leases issued pursuant thereto insofar as the same apply to the land above described, and further on the condition that said assignee and his representatives or assigns shall protect the said land from undue drainage through the drilling of a sufficient number of offset wells, and of a sufficient number of wells on said acreage within a time sufficient to accomplish the said purpose.

Dated this 10<sup>th</sup> day of November, 1926.

B. E. Taylor

State of California      }  
County of Tulare      }      SS.

Personally appeared before me this 10th day of November 1926, B. E. Taylor, known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission will expire July 20th, 1928

(SEAL)

James Kirk  
Notary Public in and for the  
County of Tulare, State of California

No. 3489

A G R E E M E N T

E. L. Chesney

STATE OF WYOMING,      )

To

COUNTY OF SUBLINTE      )      SS. Filed for record in my  
Marlow L. Cummings      ) office this 14th day of January A. D. 1927 at 1:00 o'clock P. M., and duly recorded in Book 1 of Macs., page 606.

Fees, \$1.00

J. P. Fuller

County Clerk

By Ethel L. Faler, Deputy

THIS AGREEMENT made this 3rd day of January, A. D. 1927, by and between E. L. CHESNEY, of Salt Lake City, Utah, party of the first part, and MARLOW L. CUMMINGS, of the same place, party of the second part,

WITNESSETH:

WHEREAS, the party of the second part has this day quit claimed to the party of the first part certain interests in "secondary" oil lands, particularly described in said grant and quit claim conveyance, to which reference is hereby made, in consideration of the sum of One Thousand Dollars (\$1000), and

WHEREAS, as part of the consideration for conveyance this agreement is made;

NOW, THEREFORE, in consideration of the premises, the party of the first part hereby covenants and agrees to give and grant to the party of the second part, his heirs, executors, administrators and assigns a one-half of all net profits in any manner realized by the party of the first part by sale or otherwise of the interest of the said Marlow L. Cummings conveyed to the party of the first part in and to said "secondary" oil lands so conveyed, deducting first, however, from said net profits the One Thousand Dollars consideration paid for quit claim and conveyance, together with interest thereon at the rate of eight percent per annum from the date of this agreement.