

valuable deposits of oil, or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.-- It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.-- It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

In Witness Whereof:

THE UNITED STATES OF AMERICA,

Witness to signature of--  
Clarence I. Justheim,  
Attorney-in-fact for W. Russell Hull.

By Fred W. Johnson  
Commissioner, General Land Office  
Oct 4 - 1944

J. H. Morgan 210 McIntyre Bldg.  
Salt Lake City, Utah

Clarence I. Justheim  
Attorney in fact for W. Russell Hull

Helen Cope 210 McIntyre Bldg.  
Salt Lake City, Utah

Departmental Order No. 1961, dated June 27, 1944, authorizes the Commissioner of the General Land Office to issue and cancel noncompetitive five year oil and gas leases ~~and to approve assignments, modifications, revocations, operating contracts, and surety bonds relating thereto.~~ and to approve assignments, modifications, revocations, operating contracts, and surety bonds relating thereto.

No. 32222

OIL AND GAS LEASE

Charles J. Bayer, et al

THE STATE OF WYOMING)

)SS.

To

County of Sublette)

Jno. R. Donley

*Recd. Bk. 10 msc. Pg. 117*

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 10th day of November A.D. 1944 and duly recorded in Book 1 of Oil and Gas Leases on Page 478.

Fees, \$3.75

Helen Atwood, County Clerk.

THIS AGREEMENT made this 17th day of October 1944, between Charles J. Bayer and Margaret C. Bayer, his wife of Pinedale, Wyoming and William Bayer and Jennie L. Bayer, his wife of Pinedale, Wyoming Lessor (whether one or more), and Jno. R. Donley, of Casper, Wyoming Lessee, WITNESSETH:

1. Lessor in consideration of One and other Dollars (\$1.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to-wit:

Lot One (1), Southeast Quarter Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), East Half Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section Six (6); Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) Section Eight (8); Township Thirty-four (34) North, Range One Hundred Nine (109) West:: East Half Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) Section Thirty-one (31); West Half Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ), Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section Thirty-two (32); Township Thirty-five (35) North, Range One Hundred Nine (109) West of Sixth (6th) Principal Meridian,

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 401 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operation hereunder