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# A G R E E M E N T

THIS AGREEMENT made and entered into this 24 day of June, 1947, by and between CARL TAYLOR, the party of the first part, and WESTERN OIL REFINING COMPANY, a Wyoming corporation, party of the second part:

WHEREAS, by instrument bearing date of the first day of April, 1938, Mary J. Haddenham, a widow, leased and demised to J. Gordon Morgan of Rawlins, Wyoming, by oil and gas lease the oil and gas operating rights to the lands described as follows, to-wit:

6TH PRINCIPAL MERIDIAN, WYOMING  
Township 28 North, Range 113 West

Tract 39 (also formerly described as  
Sec. 17:  $W\frac{1}{2}SW\frac{1}{4}$ ,  $SE\frac{1}{4}SW\frac{1}{4}$ );

and

WHEREAS, said J. Gordon Morgan thereafter, by assignment bearing date of the 29th day of November, 1938, assigned all his right, title and interest in and to said land in said oil and gas lease to Carl Pfaff and second party hereto, and said second party is now the owner and holder of said oil and gas lease, together with the oil and gas operating and producing rights in said lease more particularly set forth; and

WHEREAS, in said instrument of assignment from J. Gordon Morgan to Carl Pfaff there is expressly reserved from the operation and effect of said assignment a TWO PERCENT interest therein, theretofore sold and conveyed to Raymond Salmon, and ONE PERCENT theretofore sold and conveyed to Ernest Nott; and

WHEREAS, second party hereto is now the owner and holder of said oil and gas lease, and said oil and gas operating and producing rights in and to the said lands, and first party is by mesne conveyance the owner of said THREE PERCENT interests in and to said lease, and it is deemed to the best interest of the parties hereto that such interest be merged in said lease and extinguished, and that royalty interest be substituted for the same:

NOW THEREFORE, THIS INDENTURE,

WITNESSETH, that the said party of the first part in consideration of the foregoing premises, and in further consideration of the assignment of royalty of  $\frac{3}{4}$  of 1 PERCENT to first party hereinafter contained, and of the sum of ONE DOLLAR to first party in hand paid by the party of the second part, and the agreement of second party to pay said royalty, hereinafter contained, does by these presents sell, remise, release and quitclaim unto said second party, its successors and assigns, all of said THREE PERCENT interest in and to said oil and gas lease.

AND the said second party in consideration of the releasing of said interest by first party to second party does by these presents sell, assign, convey and set over unto said first party, his heirs and assigns, a royalty of  $\frac{3}{4}$  of 1 PERCENT of all oil and gas produced and sold from the lands in said lease, and hereinabove described, so long, and only so long, as said lease and extensions thereof continue in force, and does covenant and agree to and with first party to pay said royalty at the times and in the manner provided for the payment of royalties under said lease.