

48443

405

No. 8-7 L ASSIGNMENT
Surrender to Lessee

UNITED STATES
DEPARTMENT OF THE INTERIOR

FROM KINTZEL BLUE PRINT CO.
134 N. CENTER, CASPER, WYOMING

BUREAU OF LAND MANAGEMENT
RECORDED Aug. 18, A.D. 1953 at 3:00 P.M.
Washington, D.C.

IN BOOK 5049 *Leases* PAGE 405

FEES \$ 2.10 *plus* *summers* COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

Oil and Gas Lease... **Wyoming**

Serial No. **021556**

J. H. Morgan, Jr., Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the **7th** day of **July**, 19**53**, by and

between **J. H. Morgan, Jr.**, whose address is **Salt Lake City, Utah**,

hereinafter called "Assignor,"

and **Abraham Getzler**, whose address is **249 North Henry Street**,

Brooklyn, N. Y. hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing **Wyoming** Serial Number **021556**, there was issued under date of **June 1, 1953**, to said Assignor, a United

States Oil and Gas Lease bearing the above serial number and covering the following described land situated in

Sublette County, State of **Wyoming**, that is:

T. 28 N., R. 111 W., 6th P.M., Wyoming

Sec. 20: E₁
Sec. 21: N₁
Sec. 22: N₁
Sec. 23: E₁
Sec. 32: E₁
Sec. 33: All

2240.00 acres

and

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above-described lease;

NOW THEREFORE:

In consideration of the sum of **Ten Dollars**

(\$10.00) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease," as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender or relinquish said lease to the Lessee as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.