

48565

OIL AND GAS

ASSIGNMENT

IN BOOK 5841 LINES PAGE 557.

FEES \$ 1.00 H. H. SUMMERS COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENT:

That, Clarence I. Justheim and J. H. Morgan, hereinafter called Assignor, (whether one or more) for and in consideration of the sum of Five Hundred (\$500.00) Dollars, cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto J. H. MYERS hereinafter called Assignee (whether one or more), one-thirtieth (1/30th) of one half ($\frac{1}{2}$) interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10; N $\frac{1}{2}$ Section 11,
Township 29 North, Range 113 West, 6 P. M.,
Sublette County, Wyoming.

During the term of the present subsisting oil and gas lease thereon, subject only to the following charges and interest:

a. The royalties due and payable under the leases or operating agreements covering the above described land.

b. 10% overriding royalty to C. Ed Lewis until the sum of \$57,000.00 has been paid from leases owned by Wyoming Petroleum Corporation.

c. 1% overriding royalty to P. W. Spaulding from the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10, Township 29 North, Range 113 West, 6 P. M., Sublette County, Wyoming.

d. The costs of drilling, operating and producing from said land. It is agreed that the Assignor and the Assignee will each contribute 10% of the net returns from all oil and gas produced and sold from their respective interests to a drilling fund to be used for the drilling and operating of the wells to be drilled and operated under the terms of the leases and operating agreements covering the above described land. This 20% drilling fund contributed by the Assignor and Assignee shall be made payable direct from the oil purchaser to two Trustees to be nominated in writing, one by the Assignor and one by the Assignee. Said Trustees to take, hold, and expend said drilling fund under a Trust Agreement to be executed by the Assignor and Assignee and the other holders of counterpart assignments. Both parties hereto agree to execute an assignment authorizing the said oil purchaser to pay said 10% of net returns to said Trustees. This contribution of 10% by both parties shall continue so long as drilling requirements shall make it necessary.

WITNESS our hands this 31 day of Jan 1941.

WITNESS

Helen Cope

Clarence Justheim
J. H. Morgan
NOTARY PUBLIC
H. H. SUMMERS
SUBLETTE COUNTY CLERK

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 31 day of Jan, 1941, personally appeared before me Clarence I. Justheim and J. H. Morgan, who duly acknowledged to me that they executed the above instrument.

My commission expires:
My Commission Expires
MAY 11, 1941

APPROVED AS TO FORM
this 31 day of Jan, 1941
RITER & COWAN
By Franklin Riter

Lawrence H. Stark
Notary Public