

61865

Federal A P 1

RECORDED April 21 19 58 10:00 A.M.
 IN BOOK 19 Oil & Gas See See PAGE 4324
 FEES \$ 2.00 Sublette COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

OPTION FOR ASSIGNMENT OF OIL AND GAS LEASE
 FROM KINTZEL BLUE PRINT CO., 138 N. CENTER, CASPER, WYOMING

This option, made this 27th day of January, A. D., 19 58, by and between
O. G. WEBER
 mailing address P. O. Box 2129, Casper, Wyoming, hereinafter
 called lessee, party of the first part, and BELFER NATURAL GAS COMPANY
 mailing address 42 Broadway, New York 4, New York, hereinafter
 called assignee, party of the second part, WITNESSETH:

Whereas, lessee has filed an application for an oil and gas lease under the Act of Congress, approved February
 25, 1920 (41 Stat. 437), as amended, bearing Serial No. Wyoming 054773, said application bearing date
August 21, 1957, and covering the following described land in the County of Sublette
 and State of Wyoming:

- T. 36 N., R. 114 W., 6th P.M.
 Sec. 7: E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$
 Sec. 16: W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 17: All
 Sec. 18: All
 Sec. 21: NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

(Containing 2524.02 acres, more or less.)

Said lease was issued to the lessee as to the above described land under date of November 1, 1957
 (Delete if lease not issued.)

For and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of
 which is hereby acknowledged, and which is acknowledged to be sufficient to support all the rights and privileges
 hereby granted, lessee hereby grants unto the assignee, or to assignee's qualified heirs, personal representatives, suc-
 cessors and assigns, the right and option to acquire by assignment all of the right, title and interest of the lessee, his
 heirs, personal representatives or assigns, in and to the above described lease, when and if issued and to any extension
 thereof, to the extent that it covers or may cover the above described land, or any part thereof, such assignment to
 be in manner, form and substance satisfactory and acceptable to assignee, and to be free and clear of any and all
 liens, encumbrances or outstanding interests except as hereinbelow set out:

- (a) _____

 (b) An overriding royalty of two and one-half percent (2 $\frac{1}{2}$ %) of all oil and gas produced, saved
 and marketed from the above described land, which royalty interest is to be reserved by lessee if and
 when assignee elects to take the assignment of the interest of lessee in said land as herein provided.

The optional right hereby granted is for the purpose of enabling the assignee to do and perform such geologi-
 cal or geophysical exploration as assignee may desire on and in the vicinity of said land at any time hereafter and
 until the termination of said option, including the right to drill core holes and perform seismograph or other work
 thereon. If the above described lease has issued, as above set out, then this option must be exercised by assignee
 within 3 years from and after the date hereof; but if the lease has not been issued and the application therefor is
 still pending before the Department of the Interior, said option period shall be for the term of 3 years from and
 after the date of actual issuance of the lease; provided however, in either case, that if all or part of the land covered
 hereby is included in a cooperative or unit plan of development under said Act of Congress, as amended, duly executed
 by the parties hereto, and submitted to the Secretary of the Interior for final approval prior to the expiration of the
 option period, then as to such land so included, this option shall not expire, and the rights granted hereunder shall
 be extended until 30 days after final approval or disapproval of said plan by the Secretary.

In the event said lease has not been issued, lessee agrees to execute and file all documents and papers and to
 do all things necessary to secure the prompt issuance of said lease, and to promptly furnish assignee with all papers
 and notices and requirements received from the Department of the Interior.