

AGREEMENT TO ASSIGN OVERRIDING ROYALTY

THIS AGREEMENT, made and entered into this 8th day of July, 1960, by and between Frank B. Murta and Mildred C. Murta, his wife, whose address is 702 Kennedy Building, Tulsa, Oklahoma, and hereinafter called "Assignor", and Dale D. Smith, 1456 South Elm, Denver, Colorado hereinafter called "Assignee".

WITNESSETH, THAT

WHEREAS, by Option Agreement dated the 15th day of February, 1960, between Paul D. Fintus, as First Party, and Sinclair Oil & Gas Company, as Second Party, Sinclair Oil & Gas Company was granted the right and option to acquire that certain Oil and Gas Lease issued the 1st day of June, 1951, to Paul D. Fintus, as Lessee, by the United States of America, as Lessor, and designated as Wyoming Serial No. 076791 (formerly Wyoming 06009) covering the following described land situate in Sublette County, Wyoming, to-wit:

Township 32 North, Range 114 West, 6th P.M.

Section 21: NW $\frac{1}{4}$

Township 32 North, Range 115 West, 6th P.M.

Section 12: Lots 1, 2, 5 & 6 & W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 24: Lots 1, 2 & 3

containing 513.58 acres, more or less.

WHEREAS, heretofore, in an Agreement to Assign Overriding Royalty dated the 2nd day of March, 1960, between Sinclair Oil & Gas Company and Frank B. Murta and Mildred C. Murta, his wife, the said Sinclair Oil & Gas Company agreed that upon the exercise of the Option and the acquisition by it of the Oil and Gas Lease mentioned above, it would execute an Assignment conveying to the said Frank B. Murta and Mildred C. Murta, his wife, an overriding royalty of One percent (1%) of the value on the leased premises, or if marketed, of the proceeds from the sale at the wells on said land, of all oil, gas, casinghead gas and other minerals produced, saved and marketed therefrom under the provisions of said oil and gas lease, including any extension, renewal, new or substitute lease or leases executed in lieu thereof.

NOW, THEREFORE, in consideration of the premises and One Dollar and other good and valuable consideration in hand paid the undersigned Assignor, Frank B. Murta and Mildred C. Murta, his wife, by said Dale D. Smith

as Assignee herein, the said Assignor does hereby agree that upon acquiring the above mentioned Assignment of Overriding Royalty they will, without warranty, convey and assign to the aforesaid Dale D. Smith one-half of said overriding royalty, being one-half of one percent ($\frac{1}{2}$ of 1%), and in default of such conveyance this Assignment shall be and operate as such conveyance.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this agreement the day and year first above mentioned.

Frank B. Murta
Mildred C. Murta

Assignor

Dale D. Smith

Assignee

70707

RECORDED *July 20* 1960 10:30 A.M.
IN BOOK *28 Oil & Gas* PAGE *221*
FEES \$ *1.50* ~~MISSOURI~~ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING