

## ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made this 29TH day of OCTOBER, 19 52, by and between  
C. W. MCALPIN of P. O. Box 743, CASPER, WYOMING,  
hereinafter called Assignor, and CHARLES T. NIBLACK, P. O. Box 743, CASPER, WYOMING,  
hereinafter called Assignee:

## WITNESSETH:

For and in consideration of the sum of \$10.00 and other good and valuable considerations in hand paid by the Assignee to the Assignor, receipt whereof is hereby acknowledged, Assignor does hereby bargain, sell, convey, transfer, assign and set over unto Assignee, and its successors and assigns, all of the right, title and interest, claim and demand of Assignor, in and to that certain oil and gas lease issued by the United States of America to

CARL A. CLARK

which lease bears WYOMING, Serial No. 06069, and is dated JUNE 1, 1951, covering the following described land in the County of SUBLETTE, State of WYOMING, to-wit:  
TOWNSHIP 32 NORTH, RANGE 114 WEST, 6TH P. M.  
SEC. 26: NW 1/4

CONTAINING 160 ACRES, MORE OR LESS.

The Assignor hereby reserves out of this assignment, a royalty of the value, at the field market price at the time of production, of ONE-HALF OF ONE percent of the oil and gas that may be produced, saved and sold from the above described land, payment of same to be made on the 20th day of each month for the oil and gas produced during the preceding calendar month. In the event the Assignor's interest is less than the full and undivided ownership in said lease, the royalty to be paid them shall be that percentage of the above amount which their interest bears to the full leasehold estate.

The Assignee shall have the full and exclusive right at any time or from time to time to unitize all or any part or parts of said assigned lands with other lands (i.e., to make the same subject to any unit plan or agreement—herein called "Unit Plan"—approved or prescribed by the Secretary of the Interior for the development and operation of any area, field or pool, as provided for in said Federal Leasing Act) or to make all or any part of parts of said assigned lands subject to any cooperative plan so approved or prescribed for the development and operation of any such area, field or pool. So long as said assigned lands or any part thereof, shall remain subject to any such Unit Plan, then as to such lands the overriding royalty herein received by the Assignor shall be payable only in respect to and shall be based and computed upon the share of the net oil, gas and other hydrocarbon substances allocated to such lands under such Unit Plan, whether produced from such lands or from other lands subject to such plan.

And in consideration thereof Assignor warrants that he is the sole owner of any rights which may accrue under said lease and is the sole owner in law and equity of said lease through, by and under and by virtue of certain recorded instruments, and that said rights are free and clear of any liens or encumbrances or any outstanding conveyances or interests of any nature whatsoever, and that he has full right and lawful authority to sell and assign the same in the manner hereinabove described. The Assignee by the acceptance hereof agrees that it shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all subcontracts.

The Assignee hereby consents to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946 (Public Law 585, 79th Congress) of all uranium, thorium or other material which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

This assignment is made subject to the provisions of Section 30(a) of the Act of Congress approved August 25, 1920 (41 Stat. 437) as amended by the Act of August 8, 1946, and shall take effect as of the first day of the lease month following the date of filing in the proper land office of three original executed counterparts hereof, together with any required bond and proof of the qualification under said Act of the Assignee to take and hold this lease.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

C. W. McAlpin

Acknowledgment for use in Wyoming, Montana, Colorado and Utah  
THE STATE OF WYOMING } ss  
COUNTY OF NATRONA }  
On this 29TH day of OCTOBER 19 52, before me personally appeared

W. J. Muller  
Manager, Land and Survey Office

C. W. McAlpin  
the signer of the above instrument, known to me to be the person whose name is subscribed to the within instrument and who duly acknowledged to me that HE executed the same as HIS free act and deed.

Given under my hand and seal this 29TH day of OCTOBER, 19 52.

My Commission expires: 1/17/58 Ray C. Muller  
Notary Public.

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