

W2567

88159

5718

MICROFILMED

07569-2 STARY'S FILE

No 3633-K-2/3m

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 20 day of June, 1955, by and between Marie G. LaMontagne, a married woman, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated June 1, 1948, by and between the United States of America, party of the first part, as Lessor, and Rubie S. Wilson (Formerly Rubie E. Simmons), party of the second part, as Lessee, and designated as Evanston, Serial No. 024730, covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

T. 27 N., R. 113 W., 6th P.M., Wyoming

Section 6: SE $\frac{1}{4}$
Section 7: E $\frac{1}{4}$
Section 18: E $\frac{1}{4}$

containing 800.00 acres, more or less.

81298



RECORDED January 26, 1963, 9:00 A.M.
IN BOOK 35 OIL & GAS PAGE 303
FEES \$2.00 ~~14.00~~ Accrued BY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved:
PERRY T. WILLIAMS, Manager
Land Office
Box 578, Cheyenne, Wyoming

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to One-half of One Per Cent (1/2%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to One-half of One Per Cent (1/2%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to One-half of One Per Cent (1/2%) of the value of the said royalty so reserved by Assignee.

The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.