

ROYALTY ASSIGNMENT.

THIS AGREEMENT, made and entered into this 22nd day of October, 1963, by and between Russell P. Johnson, of #3 Ivy Lane, Denver, Colorado, hereinafter referred to as the First Party, and Warren White, Trustee, Mile High Center, Denver, Colorado, hereinafter referred to as the Second Party.

WITNESSETH

WHEREAS, under date of July 1st, 1947, the United States of America, as Lessor, did enter into a certain lease of oil and gas lands, under the act of February 25, 1920, as amended, with JOHN EDWARD LYON as Lessee, embracing all of Sections 13, 14, 23, and 24, township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, said Lease being designated as Evanston, Wyoming District, Land Office serial number 022644, and which Lease is in full force and effect, and

WHEREAS, under date of July 2, 1956, the aforesaid John Edward Lyon, entered into a certain Option Agreement with Mountain Fuel Supply Company, a Utah Corporation, covering the aforesaid oil and gas lease, which Option Agreement reserves to the said John Edward Lyon an over-riding royalty of one percent (1%) of the oil and gas remaining after the payment of the royalty as provided under said Lease, from the lands or attributable thereto under a unit or cooperative plan; and

WHEREAS, thereafter under date of July 11th, 1956, the aforesaid John Edward Lyon, did assign to Richard I. Drahn of Denver, Colorado, a one-half of one percent ($\frac{1}{2}$ of 1%) Gross Royalty in the lands above particularly described under the said Oil and Gas Lease Evanston 022644 and

WHEREAS, under date of October 1, 1963, Richard I. Drahn did assign unto Russell P. Johnson, the First Party herein, a two-sixteenths of one percent (2/16ths of 1%) Gross Royalty representing approximately 25.33 royalty acres under the lands above particularly described under said Oil and Gas Lease Evanston 022644, and

WHEREAS, it is the desire of the said First Party to convey unto Second Party (Warren White, Trustee), a two-sixteenths of one percent (2/16ths of 1%) Gross Royalty representing approximately 25.33 royalty acres in the lands particularly described.

NOW, THEREFORE, in consideration of the sum of Ten and other dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned First Party does hereby transfer, assign, and set over unto the Second Party, their heirs, successors, personal representatives, and assigns, an over-riding royalty of two-sixteenths of one percent (2/16ths of 1%) gross in all the oil and gas produced under Oil and Gas Lease Evanston 022644 embracing the following described lands in Sublette County, Wyoming, to-wit:

Township 27 North, Range 113 West 6th P.M., Wyoming
Section 13, all; Section 14, all; Section 23, all; Section 24, all; containing 2560 acres, more or less.

FIRST PARTY, hereby specifically warrants unto Second Party, Title to the hereinabove conveyed Royalty, and to be effective for run beginning at 7:00 A.M., November 1, 1963; subject, however, to the terms and conditions of the Birch Creek Unit Agreement. In Witness Whereof, the First Party hereto has caused this instrument to be executed the day and year first hereinabove written.

Witness: C. Pauline Spoor

Alex B. Kueper

Russell P. Johnson
Russell P. Johnson

State of Colorado)
City and County of Denver) ss

On the 22nd day of October, 1963, before me the undersigned, a Notary Public, personally appeared Russell P. Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth.

Alex B. Kueper
Notary Public

My Commission Expires:
My Commission expires Feb. 12, 1964

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RECORDED December 4 1963 9:00 A.M.
IN BOOK 37 Oil & Gas PAGE 199
FEES \$1.00
SUBLETTE COUNTY, PINEDALE, WYOMING