

Lincoln County

NEV 15

Form 3106-5  
(March 1980)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 42-R1599

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

Lease Serial No. **N-27330**  
Lease effective date **MAR 1 1980**  
FOR BLM OFFICE USE ONLY  
New Serial No. **SAME**

PART I

1. Assignee's Name  
**MARATHON OIL COMPANY, An Ohio Corporation**  
Address (include zip code)  
**P. O. Box 120, Casper, WY 82602**

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

STATE OF NEVADA, COUNTY OF LINCOLN  
T. 7 N., R. 62 E., MDM  
Sec. 1: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$  A11  
12: A11

Return to: MARATHON OIL COMPANY  
TITLE & CONTRACT DEPT.  
CANTON, OHIO

Containing a total of 1,280.66 acres, more or less

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this <sup>5<sup>th</sup></sup> day of June, 19 80.

*C. E. Strange*  
C. E. STRANGE (Assignor's Signature)

P. O. Box 6438

(Assignor's Address)

RECEIVED  
Bur. of Land Management  
NEVADA LAND OFFICE  
7:30 A.M. JUL 15 1980

Incline Village NV 89450  
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

REMOVED STATE OFFICE  
THE UNITED STATES OF AMERICA

Assignment approved effective AUG 01 1980

8000459

By *Roger A. Jarrell*  
(Authorized Officer)

Chief, Lands & Minerals Operations

JUL 20 1980

(Title)

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is  Individual  Municipality  Association  Corporation. If other than an individual, assignee's statement of qualifications are attached. If previously furnished, identify the serial number of the record in which filed \_\_\_\_\_
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee  is  is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
(Assignee's Signature)

\_\_\_\_\_  
(Assignee's Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* - Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.
2. *Filing and Number of Copies* - File three (3) completed and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective Date of Assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it must be furnished prior to approval of the assignment.
4. *Statement of Interest of Other Parties* - If assignee is not the sole party in interest in the assignment, assignee must

- submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties must submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.
6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 38 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

- (1) The adjudication of the assignee's rights to the land or resources.
- (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
- (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

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By acceptance of this assignment Assignee covenants and agrees that the overriding royalty herein reserved constitutes a substantial part of the consideration for the assignment, and that Assignee, subject to its right to reassign as hereinafter set forth, will use all reasonable diligence to develop the lands herein described for the discovery and production of oil and gas, and to protect the same from drainage by productive wells on adjacent lands. However, nothing herein shall require Assignee to drill a wildcat well. Assignee further agrees that if during the term of said lease, a rental payment shall become due or it becomes necessary to extend the term of said lease and Assignee does not desire to pay said rental or extend the term of said lease, then Assignee shall reassign said lease to Assignor sixty (60) days prior to the date on which said rental must be paid, or on which application to extend said lease may be filed. Assignee further agrees that if at any time Assignee desires to surrender said lease, in whole or in part, Assignee will reassign to Assignor the interest Assignee desires to surrender. Assignee's liability for failure to comply with the reassignment provisions hereof shall not exceed the cash consideration paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interest other than those existing on the date hereof.

STATE OF NEVADA }  
COUNTY OF WASHOE }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of June, 1980, personally appeared C. E. STRANGE

and \_\_\_\_\_ to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 31, 1982  
CINDI TOWNSEND  
Notary Public - State of Nevada  
Washoe County  
My Commission Expires July 31, 1982

NEVADA STATE  
RENO, NEVADA Cindi Townsend Notary Public

No. 69732  
FILED AND RECORDED AT REQUEST OF  
MARATHON OIL Co.  
SEPT. 8. 1980  
AT 1 MINUTES PAST 9 O'CLOCK  
A.M. IN BOOK 39 OF OFFICIAL  
RECORDS, PAGE 370 LINCOLN  
COUNTY, NEVADA  
County Recorder