

RECORDER'S NO. 95092G RECORDED NOV 18 1963

FEE \$ 16.00 TIME 11:55 AM BOOK 178 PAGE 595  
MARGARET R. EVANS - BOX ELDER COUNTY RECORDER *L. G. Thomsen*  
Deputy

STATE OF UTAH  
STATE LAND BOARD  
SALT LAKE CITY, UTAH

AFFECTING UTAH STATE OIL AND )  
GAS LEASES ML-859, ML-7227, )  
ML-1176, ML-1177, ML-1958, )  
ML-2223, ML-3162, ML-7300, )  
ML-7301, ML-16959, ML-11860, )  
ML-11992, ML-11991, ML-10411, )  
ML-6974, ML-6973, and ML-10410 )  
HARRY REGINALD, ASSIGNOR, )  
GULF OIL CORPORATION, ASSIGNEE. )

ASSIGNMENT

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This Assignment made and entered into this 23<sup>rd</sup> day of September, 1963, by and between HARRY REGINALD, sometimes known as H. J. Reginald and Harry J. Reginald, a single man, (hereinafter referred to as "ASSIGNOR"), FIRST PARTY, and GULF OIL CORPORATION, a corporation, whose address is P. O. Box 2097, Denver, Colorado, (hereinafter referred to as "ASSIGNEE"), SECOND PARTY,

W I T N E S S E T H:

RECITALS:

1. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-859, which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

All of those portions of the following subdivisions within the bed of the Great Salt Lake lying below the meander line of which, if surveyed, would be:

Section 9: SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$  (excepting that part in conflict with lease ML-720 and described as follows: Beginning at Southwest corner of Lot 5, Section 9; Township and Range as aforesaid, thence South 120 rods; thence East 80 rods; thence North 80 rods; thence East 40 rods; thence North 40 rods; to the meander line of Great Salt Lake; thence following the meander line in a Southwesterly direction to the point of beginning.

Section 16: SW $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 8: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 17: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$   
(excepting that portion of said lands in conflict with Utah State Oil and Gas Lease ML-3162)

(containing 412.31 acres, more or less)

Said lease is dated January 2, 1953.

*(See Book 179 of Records Pg. 283 Mc.)*

2. ASSIGNOR is the assignee as to or is the owner of record of Utah State Oil and Gas Lease ML-7227, which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 9:  $E\frac{1}{2}E\frac{1}{2}$

(containing 140.25 acres, more or less).

Said lease is dated April 6, 1954.

3. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-1176 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 16:  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$

(containing 20.00 acres, more or less).

Said lease is dated January 2, 1953.

4. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-1177 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 16:  $N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$

(containing 20.00 acres, more or less).

Said lease is dated January 2, 1953.

5. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-1958 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 9:  $W\frac{1}{2}E\frac{1}{2}$

(containing 131.80 acres, more or less).

Said lease is dated January 2, 1953.

6. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-2223 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 5:  $SW\frac{1}{4}SW\frac{1}{4}$ ,  $SE\frac{1}{4}SW\frac{1}{4}$ ,  $NW\frac{1}{4}SW\frac{1}{4}$ ,  
 $SW\frac{1}{4}NW\frac{1}{4}$



Section 8:  $NE\frac{1}{4}NW\frac{1}{4}$ ,  $NW\frac{1}{4}NE\frac{1}{4}$

(containing 144.10 acres, more or less)..

Said lease is dated January 2, 1953.

7. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-3162 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Beginning at the Southeast corner of Lot 3, Section 8, Township and Range as aforesaid, thence South 53 rods, more or less, to the Northeast quarter corner of the  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 8; thence West 80 rods; thence South 80 rods; thence East 80 rods to the Southeast corner of said Section 8; thence South 47 rods; thence West 160 rods; thence North 260 rods to the meander of the Great Salt Lake; thence Southeasterly along said meander line to the point of beginning.

(containing 180.00 acres, more or less)..

Said lease is dated January 2, 1953.

8. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-7300 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 16:  $NW\frac{1}{4}SE\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$ ,  $NW\frac{1}{4}SW\frac{1}{4}$

(containing 160.00 acres, more or less).

Said lease is dated April 6, 1954.

9. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-7301 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 16:  $SE\frac{1}{4}NW\frac{1}{4}$

(containing 40.00 acres, more or less).

Said lease is dated April 6, 1954.

10. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-16959 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 10: All  
 Section 11: All  
 Section 15: All

(containing 1,885.47, more or less).

Said lease is dated March 18, 1958.

11. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-11860 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 28: N $\frac{1}{2}$   
 Section 29: N $\frac{1}{2}$

(containing 640.00 acres, more or less).

12. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-11992 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 8 North, Range 7 West, S. L. M.

Section 19: All  
 Section 20: S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , S $\frac{1}{2}$

(containing 1,200.00 acres, more or less).

Said lease is dated October 5, 1956.

13. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-11991 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 9 North, Range 8 West, S. L. M.

Section 26: W $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 27: E $\frac{1}{2}$ E $\frac{1}{2}$   
 Section 35: E $\frac{1}{2}$

(containing 560.00 acres, more or less).

Said lease is dated October 5, 1956.

14. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-10411 which lease covers the following described lands situate in Box Elder County, State of Utah, to-wit:

Township 9 North, Range 8 West, S. L. M.

Section 26: W $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$

(containing 160.00 acres, more or less).

Said lease is dated September 16, 1955.

15. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-6974 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 9 North, Range 8 West, S. L. M.

Section 25: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 36: N $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

(containing 220.75 acres, more or less).

Said lease is dated May 6, 1955.

16. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-6973 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 9 North, Range 8 West, S. L. M.

Section 15: N $\frac{1}{2}$ NW $\frac{1}{4}$

(containing 80.00 acres, more or less).

Said lease is dated May 6, 1955.

17. ASSIGNOR is the owner of record of Utah State Oil and Gas Lease ML-10410 which lease covers the following described land situate in Box Elder County, State of Utah, to-wit:

Township 9 North, Range 8 West, S. L. M.

Section 23: W $\frac{1}{2}$

(containing 74.34 acres, more or less).

Said lease is dated September 16, 1955.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid to ASSIGNOR by ASSIGNEE and other good and valuable consideration, the receipt and legal sufficiency whereof is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby SELL, ASSIGN, TRANSFER and SET OVER unto ASSIGNEE, all and whatsoever right, title, claim and interest of ASSIGNOR in, to and under said Utah State Oil and Gas Leases ML-859, ML-1176, ML-1177, ML-1958, ML-2223, ML-3162, ML-7300, ML-7301, ML-16959, ML-11860, ML-11992, ML-11991, ML-10411, ML-6974, ML-7727, ML-6973 and ML-10410 and the respective lands covered by said oil and gas leases hereinabove more particularly described in Recitals numbered 1 through 17 hereof, EXCEPTING AND RESERVING, HOWEVER, unto ASSIGNOR an overriding royalty interest of two percent (2%) in and under each of said above described oil and gas leases. It is understood and agreed that the reservation of overriding royalty set out herein shall, in conformance with the provisions of Section 65-1-94, Utah Code Annotated, 1953, be subject to the authority of the State Land Board

to require the proper parties to suspend or modify such royalty in such manner as may be reasonable when and during such periods of time as such royalty may constitute an undue economic burden upon the reasonable operations of the respective oil and gas leases should said so reserved royalty, together with any previously reserved overriding royalty or payments out of production, exceed five percent (5%). This Assignment as to the several hereinabove described oil and gas leases is subject to all of the terms and conditions of the respective oil and gas leases.

There is also EXPRESSLY RESERVED unto ASSIGNOR all of the working interests in the oil and gas and the rights to drill and operate for, mine, extract, remove and dispose of the same, under and by virtue of said oil and gas leases and any extensions or renewals thereof, assigned hereby, insofar as said leases cover, respectively, the lands hereinabove more particularly described and insofar, AND ONLY INSOFAR, as said leases cover all zones and formations in and under said so-assigned lands from the surface thereof to a depth of 1,500 feet, together with all rights to construct and maintain on said lands all such works, buildings, plants, waterways, roads, telegraph and telephone lines, pipelines, reservoirs, and other structures as are permitted or authorized by said above described oil and gas leases.

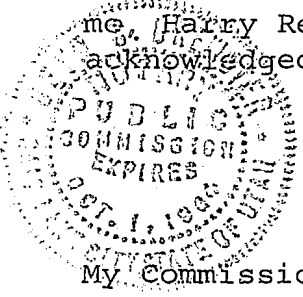
ASSIGNOR represents and warrants that ASSIGNOR'S ownership of the rights and interests assigned hereby to ASSIGNEE is not subject to any prior agreement, assignment, royalty (other than as herein reserved), burden or restriction created by any act or instrument of ASSIGNOR. Except as herein specifically provided, ASSIGNOR makes no further warranty, express or implied, as to said oil and gas leases, or any of them.

IN WITNESS WHEREOF, these presents are executed as of the day and year first above written.

ASSIGNOR:  
Harry Reginald  
Harry Reginald, sometimes known as H. J. Reginald and Harry J. Reginald

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On the 23rd day of September, 1963, personally appeared before me, Harry Reginald, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Brian S. Brewster  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires: October 1, 1964

Abst in Book H. Sec pages 378-414-427-428-463; 10 Sec pages 417-649  
Y " " 373-285-284; A " " 157-238  
Index ✓ G " " 473-477-482; ✓ Q " " 435 ✓  
J " " 485; ✓ 4 Sec page 38; 11 " " 13 ✓