

117985

ASSIGNMENT OF RIGHT TO APPLY FOR
FEDERAL OIL AND GAS LEASEHwy. Agreement No. R 118 88 030

This Assignment of Right to Apply for Federal Oil and Gas Lease executed this 30th day of March, 1988, by and between the State of Nevada acting by and through its Department of Transportation, hereinafter called ASSIGNOR and the FORELAND CORPORATION of 2668 Grant Avenue, Ogden, Utah 84401, hereinafter called ASSIGNEE,

WITNESSETH:

That, WHEREAS, under and by virtue of the Act of November 9, 1921, (Section 17), ASSIGNOR, by due authorization and approval by the United States Department of the Interior, Bureau of Land Management, is the holder of a right-of-way 200 feet on each side of the centerline for a public road under the application designated as NEV-015415, across the following described Government lands in the County of Eureka, State of Nevada, to wit:

Township 29 North, Range 52 East, M.D.M.
Section 16: E 1/2

WHEREAS, under the provisions of that certain enactment known as the Act of May 21, 1930 (30 U.S.C. 301-306) the holder of the right-of-way acquired under any law of the United States is entitled to a preferential right to an oil and gas lease from the United States covering the oil and gas deposits thereunder, which said preferential right is by such enactment made assignable, subject to the approval of the Secretary of the Interior; and

WHEREAS, subject to ASSIGNOR'S said preferential right to an oil and gas lease from the United States covering the said deposits under ASSIGNOR'S said right-of-way for public road, the ASSIGNEE last listed above is the holder of an oil and gas lease from the United States which describes the subdivisions hereinabove set out; and

WHEREAS, subject to the terms and conditions hereinafter set forth, ASSIGNOR is willing to assign its preferential right, as aforesaid, to ASSIGNEE.

NOW, THEREFORE, in consideration of the sum of Ten and more Dollars (\$10.00 and more), in hand paid to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and relinquish unto ASSIGNEE all rights and interests of ASSIGNOR in and to a preferential right to an oil and gas lease from the United States of America covering the oil and gas deposits under ASSIGNOR'S right-of-way for its public road upon the lands herein specifically described, it being the intent and understanding of the ASSIGNOR that this assignment covers only its interest, if any, under the identified Act of May 21, 1930, and does not cover any other right held or claimed by ASSIGNOR with respect to the right-of-way for its public road upon said above described land;

SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. ASSIGNEE hereby covenants and agrees that any activities and operations which they may conduct, or cause to be conducted, in or about the vicinity of the public road and appurtenances of the ASSIGNOR on the land above described, will be conducted as not to cause subsidence of the surface of the land within or in proximity of said right-of-way or otherwise interfere with, endanger or damage any of the said public road and appurtenances of ASSIGNOR, and so as not to interfere with, endanger or interrupt services furnished by ASSIGNOR.
2. ASSIGNEE agrees to reimburse ASSIGNOR for any expense incurred, as ASSIGNOR may deem necessary, to protect its facilities from hazards arising from or incident to the activities or operation of ASSIGNEE upon or in proximity of said right-of-way, and for any expense incurred by ASSIGNOR.
3. ASSIGNEE agrees to indemnify and save harmless ASSIGNOR from and against any and all claims, losses, damages, liabilities, cost and expenses which ASSIGNOR may sustain or bear, resulting in any manner from the activities or operations of ASSIGNEE upon or in

proximity of ASSIGNOR'S said right-of-way or the breach of any of the terms, conditions and covenants contained herein.

4. ASSIGNEE further agrees to repair and make whole, at its own expense, any and all damage caused to the right-of-way owned and controlled by the Department of Transportation by exercise of ASSIGNEE'S exploration, drilling or extraction of oil and gas under its lease.
5. The rights and interests herein assigned, transferred, and relinquished shall only be assigned, transferred and relinquished for such period of time as ASSIGNEE'S presently existing lease N-46695 or any extension or renewal thereof, from the United States to ASSIGNEE covering oil and gas deposits under said land is in effect; it being the intention of the parties hereto that the duration of both the rights and interests assigned herein and the ASSIGNEE'S effective lease shall be co-extensive and that when such lease of ASSIGNEE, including any extension or renewal of same, shall terminate, the herein assigned rights and interests in said right-of-way with respect to such terminated lease shall immediately also terminate; provided, however, that any liabilities of ASSIGNEE to ASSIGNOR then accrued but unsatisfied shall not cease and determine. Upon such termination of any or all of said right and interests, subject to the above provision, they shall thereupon revert unto ASSIGNOR.

It shall be the sole duty and obligation of ASSIGNEE hereunder to obtain the necessary consent or approval of the Secretary of the Interior to this agreement.

The terms, provisions and covenants hereof shall extend to and be binding upon the ASSIGNOR, the ASSIGNEE, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

REVIEWED AND RECOMMENDED BY:

James E. Reese
District Engineer

FORELAND CORPORATION

Dale W. Christensen Secretary

REVIEWED AND RECOMMENDED BY:

John P. Crawford
Chief Right-of-Way Agent

APPROVED FOR LEGALITY AND FORM:

James J. Ruhl
Deputy Attorney General

STATE OF NEVADA acting by and through its E

Donald W. Gies
Deputy Director

S
Department of Transportation:

A
L

STATE OF Utah

County of Weber

On this 30th day of March, 19 88, personally appeared before me, the undersigned, a Notary Public in and for the County of Weber, State of Utah, Dale W. Christensen, Secretary of Foreland Corporation

known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

S
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dale W. Christensen

STATE OF NEVADA
CARSON CITY

On this 19th day of April, 19 88, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Ronald W. Hill known to me to be the Deputy Director of the Department of Transportation of the State of Nevada who executed the foregoing instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

DOT
030-057
rev. 9/86
AS/88-1

3106-5
October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE

110589

PART I

Assignee's Name

Foreland Corporation, a Nevada corporation

Address (include zip code)

2668 Grant Avenue
Ogden, Utah 84401

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.

N-42869

Lease effective date

March 1, 1986

FOR BLM OFFICE USE ONLY

New Serial No.

N-46695

underassigned, 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.

Describe the lands affected by this assignment

Assignment approved as to lands described below

Township 29 North, Range 52 East MDK
Section 16: E/2
Section 28: all
Section 34: W/2

SAME AS ITEM 2

containing 1280.00 acres more or less
ureka County, Nevada

This Assignment is made without warranty of
title express or implied. See attached
order for limitation on term of assignment
and reassignment provision.

Approval does not warrant that either
party to this transfer holds legal
or equitable title to this lease.

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

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. I agree 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 1 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.

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 28 day of Jan. 1987.

Paul F. Sawyer

Paul F. Sawyer
(Assignor's Signature)

Lynn A. Sawyer, Spouse

Lynn A. Sawyer

693 Dublin Drive

(Assignor's Address)

Hartford, Wisconsin 53027

(City)

(State)

(Zip Code)

The 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.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1987

By *Lynne M. Pearson*
(Authorized Officer)

Acting Chief, Branch of Lands
& Minerals Operations

(Title)

JUN 01 1987

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions of this official form in accordance with the instructions on the reverse side.

110588

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OAR No. 1004-0006
Expires January 31, 1986

Serial No. N-42869

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (reverses) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 OP. Att. Gen. 41), or the

Read Instructions Before Completing

1. Name **Paul F. Sawyer**
Street **693 Dublin Dr.**
City, State, Zip Code **Hartford, WI 53027**

986 FEB 1 1986
A.M.
HOWA STATE OFFICE
RENO, NEVADA

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. 29 N., R. 52 E., Meridian Mt. Diablo State Nevada

sec. 4, Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 6, Lots 1 thru 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ (A11);
sec. 8, W $\frac{1}{2}$;
sec. 16, E $\frac{1}{2}$, assigned N -
sec. 18, Lots 1, 2, 3, 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ (A11);
sec. 20, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 28, A11; assigned N -
sec. 30, Lots 1, 2, 3, 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ (A11);
sec. 32, E $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;
sec. 34, W $\frac{1}{2}$, assigned N -

THIS PAGE BEARING THE BUREAU OF LAND MANAGEMENT SEAL IS A TRUE COPY OF A DOCUMENT ON FILE IN THE STATE OFFICE, RENO, NEVADA.

DATE JUN 05 1987
J. M. Reynolds
CERTIFYING OFFICER

Amount remitted: Filing fee \$ **75.00** Rental fee \$ **4786.00** Total acres applied for **4785.42**
Total \$ **4861.00**

3. Land included in lease:

DO NOT WRITE BELOW THIS LINE

T. _____ R. _____ Meridian _____ Section _____ County _____

SAME AS ITEM 2

NOT IN A KNOWN GEOLOGIC
STRUCTURE.

Record Posted	Date	By
MT Plat		
OG Plat	4-22-86	PA - J. M. H.
USE Plat		
HI Plat	"	" - J. M. H.

3505.42

Total acres in lease **4785.42**

Rental retained \$ **4786.00**

4. accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, transport, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated above, subject to removal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights stated or specific provisions of this lease.

type and primary term of lease:

- ☒ Simultaneous noncompetitive lease (ten years)
☐ Regular noncompetitive lease (ten years)
☐ Competitive lease (five years)

THE UNITED STATES OF AMERICA

by W. L. Reynolds

Acting Chief, Branch of Lands
& Minerals Operations

(Signing Officer)
FEB 13 1986

442869 3112A (NV 94133) Simo Lease

OF LEASE **MAR 01 1986**

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. This return receipt will provide you with a record of the date of delivery. For additional fees the following information is available. Consult postmaster for fees and check box(es) for service(s) requested.		Article Number 76 553	
1. <input checked="" type="checkbox"/> Show to whom, date and address of delivery.	2. <input type="checkbox"/> Restricted Delivery.	3. Article Addressed to: Paul F. Sawyer 693 Dublin Drive Hartford, WI 53027	
4. Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input checked="" type="checkbox"/> Express Mail		5. Always obtain signature of addressee or agent and DATE DELIVERED.	
6. Signature - Addressee <u>Paul F. Sawyer</u>		7. Signature - Agent <u>W. L. Reynolds</u>	
8. Date of Delivery <u>2-21-86</u>		9. Addressee's Address (ONLY if requested and fee paid)	

Book 176, Pg 302
Book 161, Pg 299

COPY

RECORDED AT THE REQUEST OF
Forsland Corporation
BOOK 176 PAGE 296

'88 APR 26 A9:10

OFFICIAL RECORDS
EUREKA COUNTY, CALIFORNIA
P.M. REBALEATI, RECORDER
FILE NO. _____
FEE \$ 12.00

117985

BOOK 176 PAGE 303