

LETTER OPINION
93-L-1

January 11, 1993

Joseph H. Kubik
Dunn County State's Attorney
PO Box 1173
Dickinson, ND 58602-1173

Dear Mr. Kubik:

Thank you for your December 15, 1992, letter in which you request an opinion regarding whether the written notice to the register of deeds given by a lessee pursuant to N.D.C.C. ? 47-16-36 must be a recordable document to preclude the register of deeds from recording a satisfaction of a lease under this section.

N.D.C.C. ? 47-16-36 establishes procedures for removing certain oil, gas, and other mineral leases from record. Upon the termination or forfeiture of a lease, the lessor may serve the lessee with a notice in the manner set out in the statute. The lessee then has 20 days after service to give notice in writing to the register of deeds claiming that the lease has not been forfeited and is in full force. If the lessee fails to give the proper notice within the time prescribed, the lessor may file with the register of deeds a satisfaction of lease setting forth the facts required by the statute. The satisfaction of the lease must then be recorded by the register of deeds.

If the lessee does give proper notice to the register of deeds within the time prescribed, the satisfaction of lease is not recorded and the lessor must resort to other remedies provided by law to cancel the disputed lease.

Under the procedures outlined above, the only document which must be filed and recorded is the satisfaction of lease. However, if the register of deeds is given proper and timely notice, this document is not recorded at all. In this sense, the notice is directed only to the register of deeds and not the general public. Therefore, it is my opinion that the notice in writing to the register of deeds given by a lessee under N.D.C.C. ? 47-16-36 need not be a recordable document.

Sincerely,

Heidi Heitkamp

tca/jfl