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FACILITY
#255982DEED

BOOK 661 PAGE 317

VALLERY PLANT JOINT VENTURE

STATE OF COLORADO 0
COUNTY OF MORGAN 0

KNOW ALL MEN BY THESE PRESENTS:

THAT N. C. Ginther, individually, of Houston, Harris County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to him by Associated Oil & Gas Co., the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto ASSOCIATED OIL & GAS CO., a Delaware corporation, authorized to do business in the State of Colorado, its successors and assigns, all of his right, title and interest, being an undivided one-half (1/2), in and to the following described property, all situated in the County of Morgan, State of Colorado, to-wit:

5 acres in the East Half of the Southeast Quarter (E/2 SE/4) of Section 15, Township 3 North, Range 59 West, of the 6th P. M., Morgan County, Colorado, more particularly described as:

Beginning at a point 50 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15; thence in a westerly direction and parallel to the north section line a distance of 330 feet; thence in a northerly direction 660 feet parallel to the East line of said Section; thence in an easterly direction 330 feet parallel to the North Section line; thence 660 feet in a southerly direction along the East line of said Section, to the Point of Beginning.

SAVE AND EXCEPT all oil, gas and other minerals in and under and that may be produced from said premises and being the same property more particularly described in a certain February 8, 1957 Deed from Irene Doyle to Russell Engineering Corporation, recorded in Book 584, Page 173, of the records of Morgan County, Colorado, and in a July 1, 1958 Deed from Russell Engineering Corporation to N. C. Ginther and Excelsior Oil Corporation, recorded in Book 604, Page 37, of the records of Morgan County, Colorado, to each of which instruments, as above referred to, reference is here made for all purposes;

together with all and singular the hereditaments and appurtenances thereunto

SEE PAGE UNDER S. B. No. 222
PAID UNDER PROTEST
EXCISED



belonging or in anywise appertaining, including, but not limited to, all real estate, real property, leases, easements, rights-of-way and interest of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings and other facilities of every nature for gathering, transporting, transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, vehicular equipment, supply inventory, goods, accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the Vallery Plant Joint Venture, save and except as of the effective date of March 1, 1962, at 7:00 A. M.; cash in the bank, uncollected sales, sums due from other joint ventures, accounts, notes and contracts receivable, accounts payable covering costs incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture or the operator thereof. It is understood and agreed that this conveyance shall be subject to all rights-of-way, easements, rights and liabilities accruing by reason of the inclusion of said premises within the boundaries of San Arroyo Irrigation District, the Northern Colorado Water Conservation District, the Fort Morgan Rural Fire Protection District, the Morgan Soil Conservation District and any and all other irrigation, water, fire, flood or soil conservation districts within which the above described properties may lie, and further subject to any other easements and rights-of-way of record and a certain oil, gas and mineral lease recorded in Book 474, Page 248, office of the Recorder of Morgan County, Colorado.

TO HAVE AND TO HOLD the aforesaid interest in and to the above described property unto ASSOCIATED OIL & GAS CO., a Delaware corporation, its successors and assigns forever, subject to the terms and provisions of

BOOK 001-1819

each of the instruments above referred to, and the said N. C. Ginther, for himself, his heirs and assigns, does hereby covenant, grant, bargain and agree to and with the said Associated Oil & Gas Co., its successors and assigns that he is lawfully seized of the premises above conveyed to the extent of the interest therein the subject of this instrument, and further subject to the terms and provisions of each of the above described instruments, that he has good right, power and lawful authority to grant, bargain, sell and convey the same in the manner and form and to the extent aforesaid, that same is free from encumbrances, and he does hereby covenant to warrant and defend the title, to the extent hereby conveyed, in and to said premises against the lawful claims of all persons whomsoever.

Taxes for the year 1962 shall be prorated between Grantor and Grantee as of the effective date of this instrument.

This instrument shall be effective at 7:00 o'clock A. M., March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 5th day of July, 1962.

N. C. Ginther
N. C. GINTHER

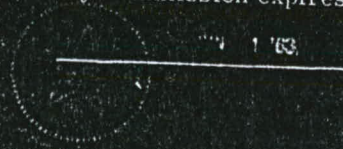
THE STATE OF TEXAS 0
COUNTY OF HARRIS 0

The foregoing instrument was acknowledged before me on this the 5th day of July, 1962, by N. C. GINTHER.

WITNESS my hand and notarial seal the date last aforesaid.

Bertie H. Andrews
Notary Public in and for
Harris County, Texas
BERTIE H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

My commission expires:



RECEPTION NO 444517 RECORDED AUG 2 1962
8:00 O'CLOCK AM A. K. CARRUTH, RECORDER

RIGHTS OF WAY ASSIGNMENT
VALLERY PLANT JOINT VENTURE

STATE OF COLORADO 0
COUNTY OF MORGAN 0

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, by instrument dated July 1, 1958, Russell Engineering Corporation, as Assignor, did transfer, convey and assign unto N. C. Ginther, et al, as Assignees, certain rights of way and easements as more particularly described in said Assignment, which Assignment is recorded in Book 604, Page 39, of the records of Morgan County, Colorado, and to which instrument as recorded reference is here made for all purposes; and which instrument does cover those certain rights of way as more particularly described in Exhibit "A" hereof and made a part hereof for all purposes;

WHEREAS, heretofore, by instrument dated October 31, 1960, a certain Pipeline Easement was granted from O. G. Poe and Imogene F. Poe to N. C. Ginther, which Pipeline Easement was taken by the said N. C. Ginther for and on behalf of N. C. Ginther and Excelsior Oil Corporation in equal undivided interests, although same does this date stand of record in the name of N. C. Ginther only, which pipeline easement is more particularly described in Exhibit "B" hereof and made a part hereof for all purposes;

WHEREAS, all of the rights, titles, interests, duties and obligations as evidenced by each of those pipeline rights of way or easements as same are more particularly described in both Exhibit "A" and Exhibit "B" hereof are in fact owned by N. C. Ginther, individually, and Excelsior Oil Corporation, a Delaware corporation, in equal undivided interests, which parties comprise the Vallery Plant Joint Venture, and N. C. Ginther does desire to sell and convey all of his interest in and to said Vallery Plant Joint Venture, the properties both real, personal and mixed, and all rights, titles, interests, hereditaments, duties, claims and obligations incident thereto and including those the subject of the instruments more particularly described in Exhibits "A" and "B" hereof

and does further desire to transfer and convey of record to Excelsior Oil Corporation its undivided interest in and to that certain pipeline easement as more particularly described in Exhibit "B" hereof and as to which pipeline easement Excelsior Oil Corporation does and has always owned an undivided one-half (1/2) thereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, N. C. GINTHER, as Assignor hereof, has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto ASSOCIATED OIL & GAS CO., a Delaware corporation, as Assignee hereof, its successors and assigns, an undivided one-half (1/2) of, being all of his right, title and interest in those certain rights of way and easements as same are more particularly described in Exhibit "A" and Exhibit "B" hereof, together with a like proportion of all rights, duties and obligations incident thereto or obtained in connection therewith; and further, the said N. C. Ginther, as Assignor, has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto EXCELSIOR OIL CORPORATION, a Delaware corporation, as Assignee, its successors and assigns, an undivided one-half (1/2) interest in and to that certain Pipeline Easement as same is more particularly described in Exhibit "B" hereof, together with a like proportion of all rights, duties and obligations incident thereto or obtained in connection therewith, effective October 31, 1960.

This Assignment is made expressly subject to all of the terms, conditions and provisions as contained in each of those rights of way or easements as same are more particularly described in Exhibits "A" and "B" hereof. Each Assignee herein, to the extent of the interest assigned hereby,

for itself, its successors and assigns does take and accept this Assignment subject to all of the terms and provisions of each of those instruments the subject of this Assignment to each such Assignee and does expressly assume the performance of any and all covenants and obligations therein contained or arising therefrom.

Assignor hereof, to the extent of his undivided interest therein, does hereby covenant to warrant and defend the title hereto against the lawful claims of all persons claiming by, through or under Assignor and him only.

This instrument shall be effective as to Associated Oil & Gas Co. at 7:00 o'clock A. M. on March 1, 1962 and effective as to Excelsior Oil Corporation on October 31, 1960.

IN WITNESS WHEREOF, this instrument is executed this 5th day of July, 1962.


N. C. GINTHER

ASSOCIATED OIL & GAS CO.

By


VICE PRESIDENT

EXCELSIOR OIL CORPORATION

By


Vice President

ATTEST:

ATTEST:


Asst. Secretary

THE STATE OF TEXAS

I

COUNTY OF HARRIS

I

The foregoing instrument was acknowledged before me on this
the 5th day of July, 1962, by N. C. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andruess
Notary Public in and for
Harris County, Texas

BERTHA H. ANDRUESS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

My commission expires:

JUN 1 '63

THE STATE OF TEXAS

I

COUNTY OF HARRIS

I

The foregoing instrument was acknowledged before me on this
the 5th day of July, 1962, by S. C. Mickelson
VICE PRESIDENT of ASSOCIATED OIL & GAS CO.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andruess
Notary Public in and for
Harris County, Texas

BERTHA H. ANDRUESS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

My commission expires:

JUN 1 '63

STATE OF NEBRASKA

I

COUNTY OF ADAMS

I

The foregoing instrument was acknowledged before me on this
the 29th day of June, 1962, by S. D. FORD, JR.
Vice President of EXCELSIOR OIL CORPORATION.

Witness my hand and notarial seal the date last aforesaid.

Mary H. Largent
Notary Public in and for
Adams County, Nebraska

My commission expires:
My Commission Expires
October 4, 1963

EXHIBIT "A"
RIGHTS OF WAY ASSIGNMENT
VALLERY PLANT JOINT VENTURE

1. February 26, 1958, Right of Way Grant from Katy L. Wilkes and Charles A. Karowsky, Co-Executors of the Estate of Emory C. Newman, Deceased, as Grantor, to Russell Engineering Corporation, as Grantee, executed by virtue of that certain Order in Cause No. 8045 in the County Court, Weld County, Colorado, entered by said Court on February 26, 1958, and which Right of Way Grant is recorded in Book 609, Page 126, of the records of Morgan County, Colorado, and to which reference is here made for all purposes.

2. March 3, 1958, Right of Way Grant from Bert C. Ross, as Grantor, to Russell Engineering Corporation, as Grantee, which instrument grants a right of way for a term of 20 years from date in, to, over and across the following described land, to-wit:

From a point approximately 92 rods north of the Southwest corner of the Southwest Quarter (SW/4) of Section 14, thence in a Northeastern direction to approximately the center of Section 14, this being a distance of approximately 178 rods,

and to which right of way grant, recorded in Book 609, Page 127, of the records of Morgan County, Colorado, reference is here made for all purposes.

3. March 6, 1958, right of way grant from Rev. Conrad Sauer, as Grantor, to Russell Engineering Corporation, as Grantee, which instrument grants a right of way for a term of 20 years from date in, to, over and across the following described land, to-wit:

From a point approximately 300' North of the Southeast corner of the Northeast Quarter (NE/4) of Section 14, thence in a Westerly, Southwesterly direction to approximately the center of Section 14, this being a distance of approximately 2650' or 161 rods, and all in Morgan County, Colorado.

and to which right of way grant, recorded in Book 408, Page 497, records of Morgan County, Colorado, reference is here made for all purposes.

4. March 10, 1958, Right of way grant from Virginia R. Johnson, as Grantor, to Russell Engineering Corporation, as Grantee, which instrument grants a right of way for a term of 20 years from date in, to, over and across the following described land, to-wit:

Beginning at a point approximately 50' East of the Southwest corner of the Southeast Quarter (SE/4), thence in a Northerly direction a distance of approximately 2640' to the center line of Section 12, this being the north boundary of the property line, all in T-3-N, R-59-W, Morgan County, Colorado,

and to which right of way grant, recorded in Book 609, Page 122, records of Morgan County, Colorado, reference is here made for all purposes.

5. March 10, 1958, right of way grant from Henry H. Schwindt, as Grantor, to Russell Engineering Corporation, as Grantee, which instrument grants a right of way for a term of 20 years from date, in, to, over and across the following described land, to-wit:
 - (a) From a point of beginning approximately 500' North of the Southwest corner of the Northeast Quarter (NE/4) of Section 13, thence Northeast a distance of approximately 550' to a point approximately 110' due West of the Schwindt #1 gas well;
 - (b) From that point a distance of approximately 110' due East to well site;
 - (c) From a point 500' North and 50' East of the Southwest corner of the Northeast Quarter (NE/4) of Section 13, thence in a Northerly direction a distance of approximately 2050' to the north boundary line of Section 13, all being in T-3-N, R-59-W, Morgan County, Colorado;
 and to which right of way grant, recorded in Book 608, Page 491, of the records of Morgan County, Colorado, reference is here made for all purposes.
6. March 6, 1958, easement from Bijou Irrigation Company, a Colorado corporation, as First Party, and Russell Engineering Corporation, as Second Party, which instrument grants an easement across its canal right of way in Section 14, T-3-N, R-59-W, Morgan County, Colorado, for the purposes of laying, constructing, maintaining, operating, repairing and removing a natural gas pipeline, to which easement, as recorded in Book 611, Page 41, of the records of Morgan County, Colorado, reference is here made for all purposes.
7. March 6, 1958, easement from Bijou Lateral Ditch Company, a Colorado corporation, as First Party, and Russell Engineering Corporation, as Second Party, which instrument grants an easement across its canal right of way in Section 13, T-3-N, R-59-W, Morgan County, Colorado, for the purpose of laying, constructing, maintaining, operating, repairing and removing a natural gas pipeline, to which easement, as recorded in Book 611, Page 39, of the records of Morgan County, Colorado, reference is here made for all purposes.
8. March 15, 1958, easement from Bijou No. 2 Lateral Company, a Colorado corporation, as First Party, and Russell Engineering Corporation, as Second Party, which instrument grants an easement across its canal right of way in the Northeast Quarter (NE/4) of Section 13, T-3-N, R-59-W, Morgan County, Colorado, for the purpose of laying, constructing, maintaining, operating, repairing and removing a natural gas pipeline, to which easement, as recorded in Book 611, Page 42, of the records of Morgan County, Colorado, reference is here made for all purposes.
9. March 12, 1957, easement and right of way from Irene Doyle to Russell Engineering Corporation, which instrument grants a

10-foot easement for a term of twenty years from date, in, to, over and along the East side of the Southeast Quarter (SE/4) of Section 15, starting at the Southeast Corner of the Section, thence North 1370 feet to a point 50 feet North of the Southeast Corner of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section 15, containing .3 acre, all in T-3-N, R-59-W, Morgan County, Colorado, to which easement and right of way, as recorded in Book 608, Page 493, of the records of Morgan County, Colorado, reference is here made for all purposes.

10. March 21, 1957, easement and right of way from Irene Doyle to Russell Engineering Corporation, which instrument grants a 10-foot easement for a term of twenty years from date, in, to, over and along the Southeast Quarter (SE/4) of Section 15, starting at a point 100 feet West and 50 feet North of the Northeast corner of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 15, thence in a Southwesterly line to the South line of the Southeast Quarter (SE/4) of said Section, all in T-3-N, R-59-W, Morgan County, Colorado, to which easement and right of way, as recorded in Book 608, Page 495, of the records of Morgan County, Colorado, reference is here made for all purposes.

EXHIBIT "B"

RIGHTS OF WAY ASSIGNMENT

VALLERY PLANT JOINT VENTURE

October 31, 1960 Right of Way Grant from O. G. Poe and Imogene F. Poe, as Grantor, to N. C. Ginther, as Grantee, which instrument grants a right of way and easement for installation, maintenance and operation of pipeline, meters, regulators and/or other equipment necessary in connection with the operation of the pipeline or lines now or hereafter constructed by Grantee upon the following premises:

Over and across the Northwest Quarter (NW/4) of Section 12, Township 3 North, Range 59 West, Morgan County, Colorado,

to which Right of Way Grant, recorded in Book 636, Page 353, of the records of Morgan County, Colorado, reference is here made for all purposes.

RECEPTION NO. 494521 RECORDED AUG 2 1962
8:00 O'CLOCK A.M. A. K. CARRUTH, RECORDER