

Sale Document  
 Location ID: 388345  
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 Operator: MONAHAN\* REX FAMILY TRUST - 59100  
 Doc 2573209  
 10/20/1972

ASSIGNMENT

STATE OF COLORADO

COUNTY OF LOGAN

WHEREAS, Shell Oil Company, a Delaware corporation with offices in Houston, Texas, hereinafter called "Shell", owns certain oil and gas leases, leasehold interests and other interests covering certain lands situated in Logan County, Colorado, more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes and hereinafter so designated; and

WHEREAS, Shell desires to sell and Rex Monahan, Room 12 I & M Building, Sterling, Colorado 80751, hereinafter called "Assignee", desires to purchase said oil and gas leases, leasehold interests and other interests described in Exhibit "A", subject to the terms, conditions and covenants hereinafter set forth.

THEREFORE, for the sum of ten dollars (\$10) cash and other valuable consideration paid to Shell by Assignee, the receipt and sufficiency of which are hereby acknowledged, Shell hereby grants, conveys, transfers and assigns to Assignee, his heirs and assigns, effective as of October 1, 1972, at 7:00 a.m. CDT (said date and time being hereinafter called "Effective Date") the oil and gas leases, leasehold interests and other interests described in Exhibit "A", covering the lands described therein, situated in Logan County, Colorado, together with all of Shell's right, title and interest in and to any wells, pipe, pipelines, tanks and related facilities and equipment on the properties covered by Exhibit "A" on a "where is" and "as is" basis, with all faults. Shell makes no

Legal             
 Land             
 Prod.             
 Expl.

representations, guarantees or warranties in connection with this assignment and transfer of such equipment and related facilities, including but not limited to any representation, guaranty or warranty as to the quality, quantity, utility, condition, merchantability or fitness for any purpose of said equipment and facilities. As of Effective Date Assignee shall assume full responsibility for said equipment and facilities and hereby agrees to indemnify and hold Shell, its successors and assigns, harmless from any claims for injuries or damages to persons or property caused by, arising from, growing out of or incidental to the ownership, operation, use, maintenance, repair, renewal and/or removal of said equipment and facilities.

This assignment is made subject to the following:

- (a) Pool 2183 - (Muddy "D" and Dakota "J" Sandstones) - A Unitization Agreement dated March 1, 1961, made and entered into by and between Shell Oil Company and Texaco Inc., as Lessees, and other parties as Royalty Owners, and an Operating Agreement made and entered into as of even date therewith by and between Shell Oil Company, as Operator, and Texaco Inc., as Non-Operator, each of said agreements covering a unitized area comprising certain lands as to all depths thereunder extending from the surface to the base of the Dakota "J" Sandstone, commonly known as the waterflood unit in the Mt. Hope Field, situated in Township Nine (9) North, Ranges Fifty-three (53) and Fifty-four (54) West, Logan County, Colorado, said lands being more specifically identified in the exhibits attached to and made a part of said agreements.
- (b) All applicable rules, regulations and orders governing the operations of the above pool which have been promulgated and established by the Oil and Gas Conservation Commission of the State of Colorado.

As of Effective Date and as a part of the consideration for this assignment, Assignee hereby assumes and agrees to comply with all of the express and implied covenants and obligations contained in the above-described instruments and in the leases and other instruments described in Exhibit "A"; provided, however, that Assignee does not assume any obligations or liabilities

under said leases and other instruments which may have accrued prior to Effective Date.

Shell makes no representation, guaranty or warranty that the rights acquired hereunder by Assignee in the instruments set out under "B" of Exhibit "A" will assure an adequate supply of gas for unit operations in connection with the Mt. Hope Water-flood Unit, Logan County, Colorado.

As of Effective Date a gauge of the storage tanks will be taken and all oil in said tanks down to the pipeline connections as of said date allocable to the interests herein assigned will remain the property of Shell and is not transferred to Assignee hereunder.

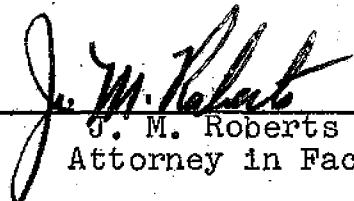
All ad valorem taxes for the year 1972 assessed against the properties covered by this assignment shall be prorated between Shell and Assignee as of Effective Date.

The provisions hereof shall extend to and be binding upon the successors and assigns of Shell and on the heirs, executors, administrators and assigns of Assignee. Shell hereby warrants and agrees to defend title to the leases and leasehold estates and other properties covered by this assignment, as to all lawful claims thereto by, through or under Shell, but not otherwise.

EXECUTED this 31 day of October, 1972.

SHELL OIL COMPANY

By

  
J. M. Roberts  
Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

On this 31 day of October, 1972, before me, a Notary Public in and for said County and State personally appeared J. M. Roberts to me known to be the attorney in fact of Shell Oil Company, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its attorney in fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

JUANITA K. KEEL  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

Juanita K. Keel  
Notary Public in and for  
Harris County, Texas

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

Attached to and forming a part of Assignment from Shell Oil Company to Rex Monahan, effective as of October 1, 1972, at 7:00 a.m. MDT, covering the interests of Shell Oil Company in and to certain oil and gas leases, leasehold estates and interests in other properties comprising what is known as the Mt. Hope Water Flood Unit, Mt. Hope Field, Logan County, Colorado, together with interests in certain other properties in the nature of easements, ground leases and contract rights for use in servicing and operating the waterflood operations on said unit.

All references to the oil and gas leases set out below are to such leases as they may have been amended, ratified and/or supplemented whether or not specifically referred to herein. All recording references below are to the records of Logan County, Colorado.

A. Oil and Gas Leases

1. CO-1025-1 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Shell Oil Company, as lessee, recorded in Book 393, page 491, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado.

- 2.. CO-1025-2 - (Katherine C. Slade et al.) - Lease dated January 16, 1950, between Katherine C. Slade, single, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 383, page 133, covering an undivided one-half (1/2) mineral interest in and to:

The West Half of the Southeast Quarter (W/2 SE/4), and the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West, Logan County, Colorado;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated February 7, 1950, recorded in Book 385, page 292.

3. CO-1026 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 381, page 401, only insofar as said lease covers the following described land:

All of Section Nineteen (19), Township Nine (9) North, Range Fifty-three (53) West, Logan County, Colorado, SAVE AND EXCEPT the South Half of the Northwest Quarter of the Northeast Quarter (S/2 NW/4 NE/4) thereof, the leasehold interest under said South Half (S/2) of said quarter quarter section having been assigned by Shell Oil Company to Frank H. Walsh by Partial Assignment dated April 24, 1962, recorded in Book 555, page 568, to which reference is here made;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated January 16, 1950, recorded in Book 385, page 293.

B. The following instruments which relate to the acquisition and use of gas for unit operations in connection with the Mt. Hope Water Flood Unit:

1. Gas Purchase Contract made and entered into effective as of November 5, 1953, by and between Kansas-Nebraska Natural Gas Company, Inc., as Buyer, and Shell Oil Company, as Seller, as said contract has been amended.
2. Casinghead Gas Contract made and entered into as of August 5, 1957, by and between Shell Oil Company, as Buyer, and Reuben Koch, and others, as Sellers.
3. Gas Processing Contract made and entered into as of May 11, 1956, by and between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor.
4. Letter dated May 18, 1966, and the enclosure therewith from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.
5. Letter dated October 1, 1962, from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.

C. Easements (Shell Oil Company is the grantee named in each of the instruments tabulated below).

1. CO-1025 - Easement - pipeline - dated April 27, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 458, page 394, covering:  

All of Section Thirty (30), the Northeast Quarter (NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-one (31), all in Township Nine (9) North, Range Fifty-three (53) West.
2. MC-5087 - Electric Line Easement - dated June 30, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 419, page 259, covering:  

The East Half (E/2) and the Northwest Quarter (NW/4) of Section Nineteen (19), and the East Half (E/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.
3. MC-5107 - Electric Line Easement - dated July 21, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 420, page 109, covering:  

The Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West.

4. MC-5420 - Undated Easement (acknowledged November 6, 1953) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 436, page 99, covering:

All of Section Twenty (20), the South Half (S/2) of Section Nineteen (19), and the North Half (N/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.

5. MC-5241 - Easement - pipeline - dated November 23, 1953, R. E. Ramey and L. F. Ramey, Grantor, recorded in Book 436, page 100, covering:

The Northwest Quarter (NW/4) of Section Twenty-one (21), Township Nine (9) North, Range Fifty-three (53) West.

6. MC-5340-A - Undated Easement (acknowledged June 7, 9 and 18, 1954) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 443, page 473, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-three (53) West.

7. MC-5346 - Easement - pipeline - dated January 26, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 454, page 232, covering:

All of Section Thirty (30) and the West Half (W/2) of Section Thirty-one (31), Township Nine (9) North, Range Fifty-three (53) West.

8. MC-5349-A - Easement - pipeline - dated April 26, 1955, Charles Halsey and Gail Halsey, Grantor, recorded in Book 458, page 391, covering:

Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4), also described as the Northwest Quarter (NW/4) of Section Four (4), Township Eight (8) North, Range Fifty-three (53) West.

9. MC-5450-A - Easement - pipeline - dated April 27, 1955, Albert H. Tetsell, a/k/a A. H. Tetsell, Grantor, recorded in Book 458, page 393, covering:

The West Half of the Northwest Quarter (W/2 NW/4), the Northwest Quarter of the Southwest Quarter (NW/4 SW/4), and the East Half of the Southwest Quarter (E/2 SW/4), all in Section Thirty-two (32), Township Nine (9) North, Range Fifty-three (53) West.

D. Miscellaneous -

1. Fee - 1536 - Deed dated October 20, 1953, from C. F. Green and wife, S. Estella Green, to Shell Oil Company, recorded in Book 434, page 523, conveying the surface only of the following described tract of land:

Beginning at a point eight hundred eighty-three (883) feet west of the northeast corner of the Northwest Quarter (NW/4) of Section Thirty (30), Township Nine (9) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado; Thence south three hundred sixty-three (363) feet; Thence east six hundred (600) feet; Thence north three hundred sixty-three (363) feet; Thence west Six hundred (600) feet, more or less, to the point of beginning, and containing five (5) acres of land, more or less.

2. MC-5861 - Ground Lease dated October 10, 1962, by and between C. F. Green and wife, S. Estella Green, and others, and Shell Oil Company, recorded in Book 562, page 545, covering the following described land:

That part of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West, Logan County, Colorado, commencing at a point from whence the northeast corner of said Section Twenty-five (25) bears north  $66^{\circ} 19'$  east 1063.8 feet; Thence north  $87^{\circ} 46'$  west 200 feet; Thence south  $2^{\circ} 14'$  west 400 feet; Thence south  $87^{\circ} 46'$  east 200 feet; Thence north  $2^{\circ} 14'$  east 400 feet to the point of beginning, and containing 1.837 acres of land, more or less, together with the right of ingress and egress from the north side of said Northeast Quarter of Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25).

ASSIGNMENT

STATE OF COLORADO

COUNTY OF LOGAN

WHEREAS, Shell Oil Company, a Delaware corporation with offices in Houston, Texas, hereinafter called "Shell", owns certain oil and gas leases, leasehold interests and other interests covering certain lands situated in Logan County, Colorado, more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes and hereinafter so designated; and

WHEREAS, Shell desires to sell and Rex Monahan, Room 12 I & M Building, Sterling, Colorado 80751, hereinafter called "Assignee", desires to purchase said oil and gas leases, leasehold interests and other interests described in Exhibit "A", subject to the terms, conditions and covenants hereinafter set forth.

THEREFORE, for the sum of ten dollars (\$10) cash and other valuable consideration paid to Shell by Assignee, the receipt and sufficiency of which are hereby acknowledged, Shell hereby grants, conveys, transfers and assigns to Assignee, his heirs and assigns, effective as of October 1, 1972, at 7:00 a.m. CDT (said date and time being hereinafter called "Effective Date") the oil and gas leases, leasehold interests and other interests described in Exhibit "A", covering the lands described therein, situated in Logan County, Colorado, together with all of Shell's right, title and interest in and to any wells, pipe, pipelines, tanks and related facilities and equipment on the properties covered by Exhibit "A" on a "where is" and "as is" basis, with all faults. Shell makes no

representations, guarantees or warranties in connection with this assignment and transfer of such equipment and related facilities, including but not limited to any representation, guaranty or warranty as to the quality, quantity, utility, condition, merchantability or fitness for any purpose of said equipment and facilities. As of Effective Date Assignee shall assume full responsibility for said equipment and facilities and hereby agrees to indemnify and hold Shell, its successors and assigns, harmless from any claims for injuries or damages to persons or property caused by, arising from, growing out of or incidental to the ownership, operation, use, maintenance, repair, renewal and/or removal of said equipment and facilities.

This assignment is made subject to the following:

- (a) Pool 2183 - (Muddy "D" and Dakota "J" Sandstones) - A Unitization Agreement dated March 1, 1961, made and entered into by and between Shell Oil Company and Texaco Inc., as Lessees, and other parties as Royalty Owners, and an Operating Agreement made and entered into as of even date therewith by and between Shell Oil Company, as Operator, and Texaco Inc., as Non-Operator, each of said agreements covering a unitized area comprising certain lands as to all depths thereunder extending from the surface to the base of the Dakota "J" Sandstone, commonly known as the waterflood unit in the Mt. Hope Field, situated in Township Nine (9) North, Ranges Fifty-three (53) and Fifty-four (54) West, Logan County, Colorado, said lands being more specifically identified in the exhibits attached to and made a part of said agreements.
- (b) All applicable rules, regulations and orders governing the operations of the above pool which have been promulgated and established by the Oil and Gas Conservation Commission of the State of Colorado.

As of Effective Date and as a part of the consideration for this assignment, Assignee hereby assumes and agrees to comply with all of the express and implied covenants and obligations contained in the above-described instruments and in the leases and other instruments described in Exhibit "A"; provided, however, that Assignee does not assume any obligations or liabilities

under said leases and other instruments which may have accrued prior to Effective Date.

Shell makes no representation, guaranty or warranty that the rights acquired hereunder by Assignee in the instruments set out under "B" of Exhibit "A" will assure an adequate supply of gas for unit operations in connection with the Mt. Hope Water-flood Unit, Logan County, Colorado.

As of Effective Date a gauge of the storage tanks will be taken and all oil in said tanks down to the pipeline connections as of said date allocable to the interests herein assigned will remain the property of Shell and is not transferred to Assignee hereunder.

All ad valorem taxes for the year 1972 assessed against the properties covered by this assignment shall be prorated between Shell and Assignee as of Effective Date.

The provisions hereof shall extend to and be binding upon the successors and assigns of Shell and on the heirs, executors, administrators and assigns of Assignee. Shell hereby warrants and agrees to defend title to the leases and leasehold estates and other properties covered by this assignment, as to all lawful claims thereto by, through or under Shell, but not otherwise.

EXECUTED this \_\_\_\_\_ day of October, 1972.

SHELL OIL COMPANY

By \_\_\_\_\_

J. M. Roberts  
Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

On this \_\_\_\_\_ day of October, 1972, before me, a Notary Public in and for said County and State personally appeared J. M. Roberts to me known to be the attorney in fact of Shell Oil Company, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its attorney in fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "A"

Attached to and forming a part of Assignment from Shell Oil Company to Rex Monahan, effective as of October 1, 1972, at 7:00 a.m. MDT, covering the interests of Shell Oil Company in and to certain oil and gas leases, leasehold estates and interests in other properties comprising what is known as the Mt. Hope Water Flood Unit, Mt. Hope Field, Logan County, Colorado, together with interests in certain other properties in the nature of easements, ground leases and contract rights for use in servicing and operating the waterflood operations on said unit.

All references to the oil and gas leases set out below are to such leases as they may have been amended, ratified and/or supplemented whether or not specifically referred to herein. All recording references below are to the records of Logan County, Colorado.

A. Oil and Gas Leases

1. CO-1025-1 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Shell Oil Company, as lessee, recorded in Book 393, page 491, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado.

2. CO-1025-2 - (Katherine C. Slade et al.) - Lease dated January 16, 1950, between Katherine C. Slade, single, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 383, page 133, covering an undivided one-half (1/2) mineral interest in and to:

The West Half of the Southeast Quarter (W/2 SE/4), and the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West, Logan County, Colorado;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated February 7, 1950, recorded in Book 385, page 292.

3. CO-1026 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 381, page 401, only insofar as said lease covers the following described land:

All of Section Nineteen (19), Township Nine (9) North, Range Fifty-three (53) West, Logan County, Colorado, SAVE AND EXCEPT the South Half of the Northwest Quarter of the Northeast Quarter (S/2 NW/4 NE/4) thereof, the leasehold interest under said South Half (S/2) of said quarter quarter section having been assigned by Shell Oil Company to Frank H. Walsh by Partial Assignment dated April 24, 1962, recorded in Book 555, page 568, to which reference is here made;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated January 16, 1950, recorded in Book 385, page 293.

B. The following instruments which relate to the acquisition and use of gas for unit operations in connection with the Mt. Hope Water Flood Unit:

1. Gas Purchase Contract made and entered into effective as of November 5, 1953, by and between Kansas-Nebraska Natural Gas Company, Inc., as Buyer, and Shell Oil Company, as Seller, as said contract has been amended.
2. Casinghead Gas Contract made and entered into as of August 5, 1957, by and between Shell Oil Company, as Buyer, and Reuben Koch, and others, as Sellers.
3. Gas Processing Contract made and entered into as of May 11, 1956, by and between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor.
4. Letter dated May 18, 1966, and the enclosure therewith from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.
5. Letter dated October 1, 1962, from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.

C. Easements (Shell Oil Company is the grantee named in each of the instruments tabulated below).

1. CO-1025 - Easement - pipeline - dated April 27, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 458, page 394, covering:  

All of Section Thirty (30), the Northeast Quarter (NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-one (31), all in Township Nine (9) North, Range Fifty-three (53) West.
2. MC-5087 - Electric Line Easement - dated June 30, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 419, page 259, covering:  

The East Half (E/2) and the Northwest Quarter (NW/4) of Section Nineteen (19), and the East Half (E/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.
3. MC-5107 - Electric Line Easement - dated July 21, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 420, page 109, covering:  

The Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West.

4. MC-5420 - Undated Easement (acknowledged November 6, 1953) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 436, page 99, covering:

All of Section Twenty (20), the South Half (S/2) of Section Nineteen (19), and the North Half (N/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.

5. MC-5241 - Easement - pipeline - dated November 23, 1953, R. E. Ramey and L. F. Ramey, Grantor, recorded in Book 436, page 100, covering:

The Northwest Quarter (NW/4) of Section Twenty-one (21), Township Nine (9) North, Range Fifty-three (53) West.

6. MC-5340-A - Undated Easement (acknowledged June 7, 9 and 18, 1954) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 443, page 473, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-three (53) West.

7. MC-5346 - Easement - pipeline - dated January 26, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 454, page 232, covering:

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8. MC-5349-A - Easement - pipeline - dated April 26, 1955, Charles Halsey and Gail Halsey, Grantor, recorded in Book 458, page 391, covering:

Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4), also described as the Northwest Quarter (NW/4) of Section Four (4), Township Eight (8) North, Range Fifty-three (53) West.

9. MC-5450-A - Easement - pipeline - dated April 27, 1955, Albert H. Tetsell, a/k/a A. H. Tetsell, Grantor, recorded in Book 458, page 393, covering:

The West Half of the Northwest Quarter (W/2 NW/4), the Northwest Quarter of the Southwest Quarter (NW/4 SW/4), and the East Half of the Southwest Quarter (E/2 SW/4), all in Section Thirty-two (32), Township Nine (9) North, Range Fifty-three (53) West.

D. Miscellaneous -

1. Fee - 1536 - Deed dated October 20, 1953, from C. F. Green and wife, S. Estella Green, to Shell Oil Company, recorded in Book 434, page 523, conveying the surface only of the following described tract of land:

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2. MC-5861 - Ground Lease dated October 10, 1962, by and between C. F. Green and wife, S. Estella Green, and others, and Shell Oil Company, recorded in Book 562, page 545, covering the following described land:

That part of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West, Logan County, Colorado, commencing at a point from whence the northeast corner of said Section Twenty-five (25) bears north  $66^{\circ} 19'$  east 1063.8 feet; Thence north  $87^{\circ} 46'$  west 200 feet; Thence south  $2^{\circ} 14'$  west 400 feet; Thence south  $87^{\circ} 46'$  east 200 feet; Thence north  $2^{\circ} 14'$  east 400 feet to the point of beginning, and containing 1.837 acres of land, more or less, together with the right of ingress and egress from the north side of said Northeast Quarter of Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25).

ASSIGNMENT

STATE OF COLORADO

COUNTY OF LOGAN

WHEREAS, Shell Oil Company, a Delaware corporation with offices in Houston, Texas, hereinafter called "Shell", owns certain oil and gas leases, leasehold interests and other interests covering certain lands situated in Logan County, Colorado, more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes and hereinafter so designated; and

WHEREAS, Shell desires to sell and Rex Monahan, Room 12 I & M Building, Sterling, Colorado 80751, hereinafter called "Assignee", desires to purchase said oil and gas leases, leasehold interests and other interests described in Exhibit "A", subject to the terms, conditions and covenants hereinafter set forth.

THEREFORE, for the sum of ten dollars (\$10) cash and other valuable consideration paid to Shell by Assignee, the receipt and sufficiency of which are hereby acknowledged, Shell hereby grants, conveys, transfers and assigns to Assignee, his heirs and assigns, effective as of October 1, 1972, at 7:00 a.m. CDT (said date and time being hereinafter called "Effective Date") the oil and gas leases, leasehold interests and other interests described in Exhibit "A", covering the lands described therein, situated in Logan County, Colorado, together with all of Shell's right, title and interest in and to any wells, pipe, pipelines, tanks and related facilities and equipment on the properties covered by Exhibit "A" on a "where is" and "as is" basis, with all faults. Shell makes no

representations, guarantees or warranties in connection with this assignment and transfer of such equipment and related facilities, including but not limited to any representation, guaranty or warranty as to the quality, quantity, utility, condition, merchantability or fitness for any purpose of said equipment and facilities. As of Effective Date Assignee shall assume full responsibility for said equipment and facilities and hereby agrees to indemnify and hold Shell, its successors and assigns, harmless from any claims for injuries or damages to persons or property caused by, arising from, growing out of or incidental to the ownership, operation, use, maintenance, repair, renewal and/or removal of said equipment and facilities.

This assignment is made subject to the following:

- (a) Pool 2183 - (Muddy "D" and Dakota "J" Sandstones) - A Unitization Agreement dated March 1, 1961, made and entered into by and between Shell Oil Company and Texaco Inc., as Lessees, and other parties as Royalty Owners, and an Operating Agreement made and entered into as of even date therewith by and between Shell Oil Company, as Operator, and Texaco Inc., as Non-Operator, each of said agreements covering a unitized area comprising certain lands as to all depths thereunder extending from the surface to the base of the Dakota "J" Sandstone, commonly known as the waterflood unit in the Mt. Hope Field, situated in Township Nine (9) North, Ranges Fifty-three (53) and Fifty-four (54) West, Logan County, Colorado, said lands being more specifically identified in the exhibits attached to and made a part of said agreements.
- (b) All applicable rules, regulations and orders governing the operations of the above pool which have been promulgated and established by the Oil and Gas Conservation Commission of the State of Colorado.

As of Effective Date and as a part of the consideration for this assignment, Assignee hereby assumes and agrees to comply with all of the express and implied covenants and obligations contained in the above-described instruments and in the leases and other instruments described in Exhibit "A"; provided, however, that Assignee does not assume any obligations or liabilities

under said leases and other instruments which may have accrued prior to Effective Date.

Shell makes no representation, guaranty or warranty that the rights acquired hereunder by Assignee in the instruments set out under "B" of Exhibit "A" will assure an adequate supply of gas for unit operations in connection with the Mt. Hope Water-flood Unit, Logan County, Colorado.

As of Effective Date a gauge of the storage tanks will be taken and all oil in said tanks down to the pipeline connections as of said date allocable to the interests herein assigned will remain the property of Shell and is not transferred to Assignee hereunder.

All ad valorem taxes for the year 1972 assessed against the properties covered by this assignment shall be prorated between Shell and Assignee as of Effective Date.

The provisions hereof shall extend to and be binding upon the successors and assigns of Shell and on the heirs, executors, administrators and assigns of Assignee. Shell hereby warrants and agrees to defend title to the leases and leasehold estates and other properties covered by this assignment, as to all lawful claims thereto by, through or under Shell, but not otherwise.

EXECUTED this \_\_\_\_\_ day of October, 1972.

SHELL OIL COMPANY

By \_\_\_\_\_

J. M. Roberts  
Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

On this \_\_\_\_\_ day of October, 1972, before me, a Notary Public in and for said County and State personally appeared J. M. Roberts to me known to be the attorney in fact of Shell Oil Company, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its attorney in fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "A"

Attached to and forming a part of Assignment from Shell Oil Company to Rex Monahan, effective as of October 1, 1972, at 7:00 a.m. MDT, covering the interests of Shell Oil Company in and to certain oil and gas leases, leasehold estates and interests in other properties comprising what is known as the Mt. Hope Water Flood Unit, Mt. Hope Field, Logan County, Colorado, together with interests in certain other properties in the nature of easements, ground leases and contract rights for use in servicing and operating the waterflood operations on said unit.

All references to the oil and gas leases set out below are to such leases as they may have been amended, ratified and/or supplemented whether or not specifically referred to herein. All recording references below are to the records of Logan County, Colorado.

A. Oil and Gas Leases

1. CO-1025-1 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Shell Oil Company, as lessee, recorded in Book 393, page 491, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado.

2. CO-1025-2 - (Katherine C. Slade et al.) - Lease dated January 16, 1950, between Katherine C. Slade, single, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 383, page 133, covering an undivided one-half (1/2) mineral interest in and to:

The West Half of the Southeast Quarter (W/2 SE/4), and the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirty (30), Township Nine (9) North, Range Fifty-Three (53) West, Logan County, Colorado;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated February 7, 1950, recorded in Book 385, page 292.

3. CO-1026 - (C. F. Green et al.) - Lease dated January 14, 1950, between C. F. Green and wife, S. Estella Green, and others, as lessor, and Paul W. Fleeger, as lessee, recorded in Book 381, page 401, only insofar as said lease covers the following described land:

All of Section Nineteen (19), Township Nine (9) North, Range Fifty-three (53) West, Logan County, Colorado, SAVE AND EXCEPT the South Half of the Northwest Quarter of the Northeast Quarter (S/2 NW/4 NE/4) thereof, the leasehold interest under said South Half (S/2) of said quarter section having been assigned by Shell Oil Company to Frank H. Walsh by Partial Assignment dated April 24, 1962, recorded in Book 555, page 568, to which reference is here made;

which lease was assigned to Shell Oil Company by Assignment of Oil and Gas Lease dated January 16, 1950, recorded in Book 385, page 293.

B. The following instruments which relate to the acquisition and use of gas for unit operations in connection with the Mt. Hope Water Flood Unit:

1. Gas Purchase Contract made and entered into effective as of November 5, 1953, by and between Kansas-Nebraska Natural Gas Company, Inc., as Buyer, and Shell Oil Company, as Seller, as said contract has been amended.
2. Casinghead Gas Contract made and entered into as of August 5, 1957, by and between Shell Oil Company, as Buyer, and Reuben Koch, and others, as Sellers.
3. Gas Processing Contract made and entered into as of May 11, 1956, by and between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor.
4. Letter dated May 18, 1966, and the enclosure therewith from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.
5. Letter dated October 1, 1962, from Kansas-Nebraska Natural Gas Company, Inc., to Shell Oil Company, only insofar as Rex Monahan may succeed to the rights thereunder of Shell Oil Company.

C. Easements (Shell Oil Company is the grantee named in each of the instruments tabulated below).

1. CO-1025 - Easement - pipeline - dated April 27, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 458, page 394, covering:

All of Section Thirty (30), the Northeast Quarter (NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty-one (31), all in Township Nine (9) North, Range Fifty-three (53) West.

2. MC-5087 - Electric Line Easement - dated June 30, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 419, page 259, covering:

The East Half (E/2) and the Northwest Quarter (NW/4) of Section Nineteen (19), and the East Half (E/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.

3. MC-5107 - Electric Line Easement - dated July 21, 1952, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 420, page 109, covering:

The Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West.

4. MC-5420 - Undated Easement (acknowledged November 6, 1953) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 436, page 99, covering:

All of Section Twenty (20), the South Half (S/2) of Section Nineteen (19), and the North Half (N/2) of Section Thirty (30), all in Township Nine (9) North, Range Fifty-three (53) West.

5. MC-5241 - Easement - pipeline - dated November 23, 1953, R. E. Ramey and L. F. Ramey, Grantor, recorded in Book 436, page 100, covering:

The Northwest Quarter (NW/4) of Section Twenty-one (21), Township Nine (9) North, Range Fifty-three (53) West.

6. MC-5340-A - Undated Easement (acknowledged June 7, 9 and 18, 1954) - pipeline - C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 443, page 473, covering:

All of Section Thirty (30), Township Nine (9) North, Range Fifty-three (53) West.

7. MC-5346 - Easement - pipeline - dated January 26, 1955, C. F. Green and wife, S. Estella Green, and others, Grantor, recorded in Book 454, page 232, covering:

All of Section Thirty (30) and the West Half (W/2) of Section Thirty-one (31), Township Nine (9) North, Range Fifty-three (53) West.

8. MC-5349-A - Easement - pipeline - dated April 26, 1955, Charles Halsey and Gail Halsey, Grantor, recorded in Book 458, page 391, covering:

Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4), also described as the Northwest Quarter (NW/4) of Section Four (4), Township Eight (8) North, Range Fifty-three (53) West.

9. MC-5450-A - Easement - pipeline - dated April 27, 1955, Albert H. Tetsell, a/k/a A. H. Tetsell, Grantor, recorded in Book 458, page 393, covering:

The West Half of the Northwest Quarter (W/2 NW/4), the Northwest Quarter of the Southwest Quarter (NW/4 SW/4), and the East Half of the Southwest Quarter (E/2 SW/4), all in Section Thirty-two (32), Township Nine (9) North, Range Fifty-three (53) West.

D. Miscellaneous -

1. Fee - 1536 - Deed dated October 20, 1953, from C. F. Green and wife, S. Estella Green, to Shell Oil Company, recorded in Book 434, page 523, conveying the surface only of the following described tract of land:

Beginning at a point eight hundred eighty-three (883) feet west of the northeast corner of the Northwest Quarter (NW/4) of Section Thirty (30), Township Nine (9) North, Range Fifty-three (53) West of the Sixth (6th) Principal Meridian, Logan County, Colorado; Thence south three hundred sixty-three (363) feet; Thence east six hundred (600) feet; Thence north three hundred sixty-three (363) feet; Thence west Six hundred (600) feet, more or less, to the point of beginning, and containing five (5) acres of land, more or less.

2. MC-5861 - Ground Lease dated October 10, 1962, by and between C. F. Green and wife, S. Estella Green, and others, and Shell Oil Company, recorded in Book 562, page 545, covering the following described land:

That part of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-four (54) West, Logan County, Colorado, commencing at a point from whence the northeast corner of said Section Twenty-five (25) bears north  $66^{\circ} 19'$  east 1063.8 feet; Thence north  $87^{\circ} 46'$  west 200 feet; Thence south  $2^{\circ} 14'$  west 400 feet; Thence south  $87^{\circ} 46'$  east 200 feet; Thence north  $2^{\circ} 14'$  east 400 feet to the point of beginning, and containing 1.837 acres of land, more or less, together with the right of ingress and egress from the north side of said Northeast Quarter of Northeast Quarter (NE/4 NE/4) of Section Twenty-five (25).