

3R - 1

**GENERAL
CORRESPONDENCE**

**YEAR(S):
2001-1995**

12/19/25 - Grace S. Bishop agreement with
A.C. Kittell to operate refinery
2 $\frac{1}{2}$ acres in NE corner NW $\frac{1}{4}$, NW sec 22 29N 11W
2 $\frac{1}{2}$ acres in SE corner SW/SW sec 15 29N 11W

250 bbls/day

1/15/40 - Grace B. Salmon ^(Bishop) sale to Aerex Co.
5 acres NW/NW of sec 22 29N 11W

4/14/43 - Aerex Quiet Title
5 acres NE corner NW $\frac{1}{4}$ /NW sec 22 29N 11W

12/1/52 - Aerex sold to Malco
5 acres NE corner NW/NW sec 22

4/20/54 - Joe Salmon sale to Malco
N $\frac{1}{2}$ of NW/NW sec 22
except 5 acres NE corner of NW/NW

1/10/56 - Malco sold to El Paso Natural
Gas Products Co.
N $\frac{1}{2}$ NW/NW sec 22

1/10/56 - Malco bill of sale to El Paso Products
Ac. - refinery plant N $\frac{1}{2}$ NW/NW sec 22
- trucks, trailers, equip

3/9/64 - El Paso Products sale to Shell
5 acres NW corner of N $\frac{1}{2}$ NW/NW sec 22

12/14/65 - El Paso Products deed to Naturitz Supply
entire property except 5 acres
sold to Shell 1964

12/10/65 - Naturitz Supply bill of sale to Plateau
all equip sold to Plateau

12/27/65 - Naturitz Supply deed to Plateau
entire property except 5 acres to shell

2/31/69 - Shell deed 5 acres to Shell Pipe line

3/30/82 Sell Pipeline ^{deal} to China Pipeline
5 acres

5/1/83 China deal to Giant Enterprises
~~in~~ ~~transfer~~ pump units + tanks transfer
- 5 acres
- pipelines

11/1/84 Platena deal to Blountfield Petting
entire property except 5 acres of Giant
(Shady Acres)

1/1/84 Blountfield deal to Thriftway
except 5 acres of Giant

3/26/85 Thriftway to Clayton Investments
except 5 acres of Giant

6/28/77 Burlington Resource O+G Co. quit claim deal
to Thriftway for water rights
to refinery

CONFIDENTIAL

PRIVILEGED

PERKINS COIE LLP- ANCHORAGE

FAX NUMBER: (907) 276-3108

SWITCHBOARD: (907) 279-8561

IF THERE ARE PROBLEMS WITH THIS TRANSMISSION, PLEASE CALL:

(907) 279-8561

Addressee: **OCD** **FAX NO. 505/476-3462**
(COMPANY)

Roger Anderson Direct Dial _____
(INDIVIDUAL)

Addressee: **OCD** Fax No. **505/476-3462**
(COMPANY)

Bill Olson Direct Dial _____
(INDIVIDUAL)

From: **Teresa Berwick** Date **December 13, 2001**

Cover Sheet & **3** page(s) Client Number _____

Return to **Teresa Berwick** / / **300**
NAME EXT. OFFICE LOCATION

Original document(s) will be: sent to you held in our files

MESSAGE:

Sent By _____ Call Addressee to confirm they received this fax.

This Fax contains confidential, privileged information intended only for the intended addressee. Do not read, copy or disseminate it unless you are the intended addressee. If you have received this Fax in error, please email it back to the sender at perkinscoie.com and delete it from your system or call us (collect) immediately at (907) 279-8561, and mail the original Fax to Perkins Coie LLP, 1029 West Third Avenue, Suite 300, Anchorage, Alaska 99501-1970

PERKINS COIE LLP

1000 WEST THIRD AVENUE, SUITE 3000, ANCHORAGE, ALASKA 99501-1970
TELEPHONE 907-279-9200 FAX 907-279-1000

December 13, 2001

Jim Lundschen
Santa Fe Legal & Business Copying
4001 Office Court Drive
Santa Fe, NM 87507

**Re: Copying Project at Environment Department and Oil
Conservation Division**

Dear Jim:

This is to confirm the copy request we discussed this morning. The New Mexico Environment Department and Oil Conservation Division have agreed to check out the documents to you for 24 hours so that they can be copied on your premises. The agencies will have the documents gathered together and ready for you to pick up on Monday afternoon, December 17, 2001. If you need to come at a different time, please call the contact people at the numbers below to make other arrangements, and also give me a call to let me know.

The agencies have asked me to emphasize their general policy that the documents must be returned exactly in the same order. Otherwise, if any documents are returned out of order, Santa Fe Legal & Business Copying will be precluded from checking out documents in the future.

DOCUMENTS

Please pick up and copy the following documents from the Environment Department. The Environment Department estimates that these documents are about 6 inches thick, or roughly 1,500 pages.

1. Documents from 1989-1990 Superfund investigation of Aerex refinery site in Bloomfield, New Mexico.
2. Documents from 1994 Site Inspector Prioritization.

[/AA013470.016]

December 13, 2001

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Please also pick up and copy the following documents from the Oil Conservation Division. The Oil Conservation Division estimates these documents total about 1,900 pages.

1. Aerex Refinery documents (file number 3R0001).
2. Giant Industries crude pumping station documents (file number 3R0258).

CONTACT INFORMATION

Environment Department

Marcy Leavitt
Ground Water Quality Bureau Chief
New Mexico Environment Department
1190 St. Francis Drive
Santa Fe, NM 87501
(505) 827-2919 (phone)

Or:

Maria Voyles
Environment Department
(505) 827-2425

Oil Conservation Division

Roger Anderson
Environmental Bureau Chief
New Mexico Oil Conservation Division
1220 South St. Francis Drive, 3d Floor
Santa Fe, NM 87505
(505) 476-3490 (phone)

Or:

Bill Olson
Oil Conservation Division
(505) 476-3491

GENERAL INSTRUCTIONS

1. Make one (1) copy of each document.
2. All copies should be in black-and-white on standard paper (no color copies).
3. Check for double-sided documents, and be sure to capture text on the back sides of pages.
4. Staple and/or clip the copies in the same way that the originals are fastened together in the file.
5. Make copies of file labels, and keep these together with the documents that came from that file.

December 13, 2001

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6. If there are any unusually large documents, such as maps or diagrams, try to shrink these to a manageable size. If expensive special copying procedures are required, just skip these documents. (We are mostly interested in the correspondence and data reports, not the maps.)

PAYMENT AND SHIPPING

As we discussed, Santa Fe Legal & Business Copying charges between \$0.8 and \$0.12 per page depending on the number of staples that must be removed by hand. Based on the estimated number of pages above, the maximum estimated cost for this copy project should be about \$400.

1,500 pages @ \$0.12 =	\$180
<u>1,900 pages @ \$0.12 =</u>	<u>\$228</u>
Total	\$408

Please send an invoice to Perkins Coie LLP for the services described above. Our Federal Express account number is 1193-0326-5. Please ship the copies to us by one-day mail, and charge the postage to our account. On item 7 (Payment, Bill to:) of the FedEx label, be sure to check the box marked "Recipient."

Please don't hesitate to call me at (907) 263-6927 if you have any questions or problems. If you run into any circumstances that will result in copying charges over \$500, please contact me right away so that we can discuss our alternatives. Thank you very much for your assistance.

Sincerely yours,
PERKINS COIE LLP



Teresa A. Berwick

cc: Marcy Leavitt, Env't. Dept. (by fax 505-827-2965)
Maria Voyles, Env't. Dept. (by fax 505-827-2965)
Roger Anderson, OCD (by fax 505-476-3462)
Bill Olson, OCD (by fax 505-476-3462)

BURLINGTON RESOURCES

Curt L. Warnock
Senior Attorney

JAN 24

Direct Dial: (713) 624-9272
Fax: (713) 624-9624
cwarnock@br-inc.com

January 22, 2001

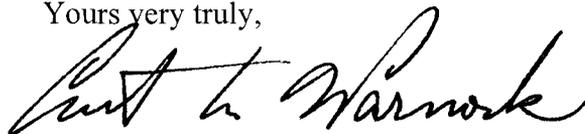
Mr. William C. Olson
New Mexico Energy, Minerals &
Natural Resources Department
Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505

**RE: Former Aerex Refinery
Bloomfield, New Mexico**

Dear Mr. Olson:

In response to your letter of December 5, 2000 regarding the referenced refinery, a search was begun in our Land Department to determine what interests Burlington Resources Oil & Gas Company Inc. and/or its affiliates or predecessors have or have had in the formerly entitled El Paso Natural Gas Products Company Aerex Refinery and for any available information on the operation of the refinery. After a search of our records by Mr. Ed Santiago and discussions with our operations personnel in the Farmington Division Office, we are unable to locate any ownership or operations records relating to what was entitled the Former Aerex Refinery and/or property located NW/4, NW/4 of Section 22, Township 29 North, Range 11 West, NMPM, San Juan County, New Mexico. We also could find no Quit Claim Deed as your referenced in your letter occurring in 1999. Perhaps if you could provide additional information that may assist us in locating some records it would be profitable, but at this time we are unable to provide any information or confirm any present or former ownership in the referenced facility or land.

Yours very truly,

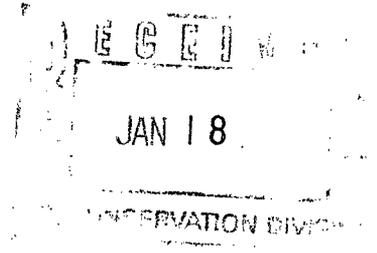


Curt L. Warnock

Cc: Matt McEneny

HUNTSMAN

January 12, 2001



VIA FACSIMILE & U.S. MAIL

William C. Olson
New Mexico Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505

Re: Former Aerex Refinery – Bloomfield, New Mexico

Dear Mr. Olson:

This letter is in response to your December 5, 2000 letter to Huntsman Polymers Corporation seeking information about the former Aerex refinery in Bloomfield, New Mexico. Huntsman Polymers Corporation ("Polymers") intends to fully cooperate with the New Mexico Oil Conservation Division (OCD) in its investigation of this matter.

Within the time allowed, Polymers has begun a review of its documents to determine whether it or any of its subsidiaries ever held any interest in the Aerex refinery. Our review indicates that in January 1984 there was a management buyout of El Paso Products Company by Rexene. Polymers in turn purchased Rexene in 1997. From our examination of the documents relating to the 1984 management buyout, there is no indication that either the Aerex refinery or its liabilities were transferred to Rexene. We assume that those liabilities stayed with the remaining El Paso company or companies. Similarly, of course, when Polymers bought Rexene, there was no indication that Huntsman was taking any property or liabilities relating to the Aerex Refinery. Thus, Polymers does not believe that it or any other Huntsman subsidiaries has ever held any interest in the Aerex refinery.

Polymers is planning to review archived and other documents relevant to the Rexene purchase. We will share with you the results of our investigation as soon as it is completed. Polymers will continue to cooperate with OCD as requested.

Please send any future correspondence to me and, if you have any questions, you may call me at (801) 584-5828.

Sincerely,

A handwritten signature in cursive script that reads "James R. Moore".

James R. Moore

JRM:sab

cc (via fax): Troy Boley
David Dabroski

HUNTSMAN CORPORATION

55737-1

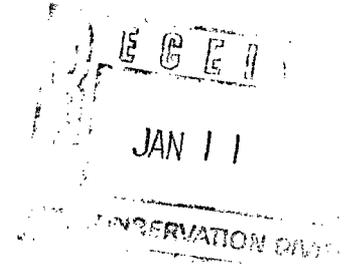
500 Huntsman Way • Salt Lake City, Utah 84108 • 801-532-5200 • Fax 801-584-5781



Clovis W. McArthur, Jr.
Associate General Counsel

January 4, 2001

New Mexico Energy, Minerals and Natural Resources Department
Ms. Lori Wrotenbery – Director, Oil Conservation Division
2040 South Pacheco Street
Santa Fe, New Mexico 87505



RE: FORMER AEREX REFINERY
BLOOMFIELD, NEW MEXICO

Dear Ms. Wrotenbery:

I have been asked to respond to Mr. Olson's letter dated December 5, 2000 addressed to Ms. Sandra Miller.

El Paso Natural Gas Company (EPNG) is not a successor in interest to the El Paso Natural Gas Products Company (Products Company). The Products Company, from January 1957 until December 30, 1983, was a wholly owned subsidiary of EPNG. At all times during this period, Products Company operated autonomously with a separate board of directors and separate executive staff.

The El Paso Company (EPNG's parent company), pursuant to a STOCK PURCHASE AGREEMENT dated December 29, 1983, sold all of the stock of Products Company to REXENE CORPORATION. A copy of that AGREEMENT is enclosed. It is my understanding that Huntsman Polymers Corporation is the successor to Rexene Corporation.

Except as specifically described in section 7.2 of that AGREEMENT, Rexene Corporation assumed all of the liabilities of Products Company. Section 7.2 does not identify any liability associated with the AEREX refinery at Bloomfield, New Mexico. Therefore, Rexene Corporation assumed any liability associated with that refinery and EPNG no longer has any liability associated with that refinery.

Please feel free to call me if you have any questions.

Sincerely,

New Mexico Energy, Minerals and Natural Resources Department

AEREX Refinery

January 4, 2001

Page 2

c. Mr. Denny Foust
Oil Conservation Division
Aztec District Office
1000 Rio Brazos Road
Aztec, New Mexico 87410

Ms. Christine D. Bynum
NMED Voluntary Remediation Program
Harold S. Runnels Bldg.
1190 St. Francis Drive
Room N2300
Santa Fe, New Mexico 87505

STOCK PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of December, 1983, by and between THE EL PASO COMPANY, a Delaware corporation ("El Paso") and REXENE CORPORATION, a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, El Paso owns, through a subsidiary, 772,847 shares of Common Stock, par value \$100 per share, of EL PASO PRODUCTS COMPANY, a Texas corporation (the "Company") (such number of shares being sometimes referred to herein as the "Stock"), which represent all of the issued and outstanding shares of capital stock of the Company; and

WHEREAS, Purchaser desires to purchase and El Paso desires to sell the Stock on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and undertakings made herein, the parties hereto agree as follows:

Section 1. PURCHASE AND SALE OF STOCK

1.1 Purchase and Sale of Stock. Upon and subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, covenants, agreements and undertakings made herein, Purchaser agrees to purchase the Stock, for an aggregate purchase price specified in Section 1.2 below (the "Purchase Price") from El Paso, and El Paso agrees to sell, convey, assign and deliver the Stock to the Purchaser for the Purchase Price.

1.2 Purchase Price. The aggregate purchase price to be paid for the Stock shall be \$230,000,000, payable as follows:

(a) \$70,000,000 payable by delivery at Closing (defined in Section 2 hereof) of a promissory note of Purchaser in substantially the form of Exhibit A hereto (the "Note");

(b) \$140,000,000 payable by delivery at Closing of a promissory note of Purchaser in substantially the form of Exhibit B hereto (the "Promissory Note"), maturing on December 31, 1993, with \$14,000,000 in principal payable on the first anniversary of the Promissory Note and thereafter in eighteen equal semiannual installments, no interest accruing or payable in the first year, and interest at the rate of 9% per annum payable semiannually thereafter. Such Promissory Note shall be secured by a second lien against substantially all of the Company's fixed assets; and

3.1 Ownership of the Stock. El Paso Natural Gas Company, a Delaware corporation ("EPNG"), all of the common stock of which is owned by El Paso, is the owner of the Stock. On or prior to the Closing Date, El Paso will hold good and valid title to the Stock, free and clear of all pledges, liens, encumbrances, equities or claims, with full right, power and authority to sell, assign, transfer and deliver the Stock pursuant to this Agreement. The delivery to the Purchaser of the Stock pursuant to this Agreement will transfer good and valid title thereto, free and clear of all pledges, liens, encumbrances, equities or claims, other than those created by or in the Purchaser.

3.2 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, has all requisite corporate power and authority to own, lease and operate its properties and to conduct the business currently being conducted by it, and is duly qualified and in good standing to do business as a foreign corporation in each of the jurisdictions wherein the character of the property owned or leased by the Company or the nature of the business conducted by the Company makes such qualification necessary.

3.3 Subsidiaries. The Company will on the Closing Date have no significant subsidiaries except for El Paso Polyolefins Company, a Delaware corporation (the "Subsidiary"). All of the issued and outstanding shares of the Subsidiary are owned by the Company, free and clear of all mortgages, liens, claims, pledges or other encumbrances, and are duly authorized, validly issued, fully paid and nonassessable. The Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has all requisite corporate power and authority to own, lease and operate its properties and to conduct the business currently being conducted by it, and is duly qualified and in good standing to do business as a foreign corporation in each of the jurisdictions wherein the character of the property owned or leased by the Subsidiary or the nature of the business conducted by the Subsidiary makes such qualification necessary.

3.4 Due Authorization and Validity. The execution and delivery by El Paso of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of El Paso, and this Agreement is the valid and binding obligation of El Paso enforceable in accordance with its terms.

3.5 Transaction Not in Breach of Other Agreements. The execution and delivery of this Agreement by El Paso does not, and the consummation of the transactions contemplated hereby and the fulfillment of the terms and compliance with the provisions hereof will not, conflict with or result in a breach of any provision of its certificate of incorporation or bylaws, conflict with or result in a breach of or a default under, or in an occurrence which with the lapse of time or action by a third party could result in a default under, or give rise to a right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any note, debenture, bond, mortgage,

indenture, contract, deed, lease, license, agreement or other instrument or obligation to which El Paso or the Company is a party or is subject or by which they or any of their properties or assets are bound, or violate any order, writ, injunction or decree.

3.6 Consents and Approvals. No consent or approval by, or filing with, any governmental authority is required in connection with the execution and delivery by El Paso of this Agreement or for the consummation by El Paso of the transactions contemplated hereby.

3.7 Capital Structure. The authorized capital stock of the Company consists of 1,000,000 shares of common stock, par value \$100 per share, and 79,990 shares of preferred stock, par value \$100 per share. As of the date hereof, 772,847 shares of common stock and no shares of preferred stock are issued and outstanding and no shares of common stock or preferred stock are reserved for issuance. Each of the shares of common stock has been duly authorized and is validly issued, fully paid and nonassessable, and has not been issued and is not owned or held in violation of any preemptive right. No other shares of capital stock of the Company or any security of the Company representing the right to purchase or otherwise receive any such capital stock are issued or outstanding. There are no options, warrants, calls, commitments or agreements of any character calling for the issuance of shares of capital stock of the Company.

3.8 Title to Properties. The Company and its Subsidiary are the sole and unconditional owner of, with good and indefeasible title to, all plants and plant sites shown on their respective books and records as owned by them, free and clear of all mortgages, pledges, liens, charges, encumbrances, claims, assessments, restrictions, conditional sales agreements, title retention agreements, options or defects whatsoever, except (a) for liens for current taxes and assessments not delinquent, and (b) for such minor encumbrances, easements and imperfections of title, if any, as are not substantial in character, amount or extent, as do not materially impair the utility of such property in the conduct of the business of the Company and as do not materially detract from the value thereof.

3.9 No Material Adverse Change. Since October 31, 1983, except for transactions contemplated by this Agreement and except for operating losses consistent in magnitude with results experienced over the last 24 months, there has not been any material adverse change in the business, assets, operations or financial condition of the Company.

3.10 Litigation. There is no civil, criminal, administrative, arbitration or other such proceeding or governmental investigation pending or, to the knowledge of El Paso, threatened, in which an adverse determination might jeopardize or adversely affect any of the transactions contemplated by this Agreement.

3.11 Employee Benefit Matters. With respect to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"):

(a) to the knowledge of El Paso, no "employee benefit plan," as such term is defined in Section 3(3) of ERISA, maintained and administered by El Paso has engaged in a "prohibited transaction," as such term is defined in Section 4975(c) of the Internal Revenue Code of 1954, as amended ("Code"), which could subject the Company to a tax or penalty on prohibited transactions imposed by said Section 4975;

(b) there is no liability outstanding under Title IV of ERISA or the Multi-Employer Pension Plan Act ("MEPPA") with respect to any plan of El Paso or any affiliate of El Paso (that was administered by El Paso) that has been terminated since the effective date of ERISA or the MEPPA;

(c) to the knowledge of El Paso, each employee benefit plan maintained and administered by El Paso is, and has always been, in substantial compliance with ERISA and the Code and regulations promulgated thereunder;

(d) to the knowledge of El Paso, no "reportable event," as such term is defined in Section 4043(b) of ERISA, has occurred with respect to any employee benefit plan maintained and administered by El Paso in which the employees of the Company participate;

(e) based on an estimate by the actuaries of The Employees Retirement Income Plan of The El Paso Company and Affiliated Companies (the "Plan"), the amount of the funding contribution required to be made by the Company to the Plan for the current year to the Closing Date is not expected to exceed \$3,000,000 as determined in accordance with the customary funding policy of the Plan, and, except as set forth on Exhibit D, there are no other employee benefit plans administered by El Paso for which the Company is liable to make contributions;

(f) except as set forth on Exhibit D, there are no employee benefit plans administered by El Paso under which the Company or the Subsidiary has had covered employees; and

(g) except as set forth on Exhibit D, neither the Company nor the Subsidiary will have any liability of any kind after the Closing Date with respect to any employee benefit plan at any time maintained and administered by El Paso.

Section 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to El Paso that:

4.1 Organization, Standing and Power. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power, permits and authority to own the Stock and to conduct the business proposed to be conducted by the Purchaser.

4.2 Due Authorization and Validity. The execution and delivery by Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Purchaser, and this Agreement is the valid and binding obligation of Purchaser enforceable in accordance with its terms.

4.3 Note and Promissory Note. The Note and the Promissory Note have been duly authorized for issuance and delivery pursuant to this Agreement and, when so issued and delivered pursuant to this Agreement, the Note and the Promissory Note will be valid and binding obligations of the Purchaser enforceable in accordance with their respective terms.

4.4 Preferred Stock. The Preferred Stock has been duly authorized and, when issued in accordance with this Agreement, will be validly issued, fully paid and non-assessable; the Preferred Stock is not subject to the preemptive rights of any stockholder of the Purchaser; and all corporate action required to be taken for the authorization, issue and delivery of the Preferred Stock has been validly and sufficiently taken except that the Certificate of Designation, Preferences and Rights of the Preferred Stock, which must be filed and recorded in accordance with the laws of Delaware, will be so filed on or prior to the Closing Date.

4.5 Consents and Approvals. No consent or approval by, or filing with, any governmental authority is required in connection with the execution and delivery by Purchaser of this Agreement or for the consummation by Purchaser of the transactions contemplated hereby.

4.6 Litigation. There is no civil, criminal, administrative, arbitration or other such proceeding or governmental investigation pending or, to the knowledge of Purchaser, threatened, in which an adverse determination might materially and adversely affect any of the transactions contemplated by this Agreement, or materially and adversely affect Purchaser's ability to pay the Promissory Note when due.

4.7 Transaction Not in Breach of Other Agreements. The execution and delivery by Purchaser of this Agreement does not, and the consummation of the transactions contemplated hereby and the fulfillment of the terms and compliance with the provisions hereof will not, conflict with or result in a breach

of any provision of its certificate of incorporation or bylaws, conflict with or result in a breach of or a default under, or in an occurrence which with the lapse of time or action by a third party could result in a default under, or give rise to a right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any note, debenture, bond, mortgage, indenture, contract, deed, lease, license, agreement or other instrument or obligation to which Purchaser is a party or is subject or by which it or any of its properties or assets are bound, or violate any order, writ, injunction or decree.

4.8 Compliance with Securities Laws. Purchaser acknowledges and agrees that in consummating the transactions contemplated hereby it is purchasing a business and not "securities" within the meaning of applicable state and federal securities laws, rules and regulations, that it is purchasing the Stock for investment purposes only and not with a view to distribution thereof, and that each of its stockholders, except W. D. Noel, is an executive officer of the Company or an officer of one of its subsidiaries who performs a similar policy making function.

Section 5. COVENANTS

5.1 Reorganization of El Paso and the Company. Prior to the Closing Date, El Paso shall have caused the following steps to have been completed:

- (a) El Paso Hydrocarbons Company ("Hydrocarbons") shall have declared and paid a dividend to the Company payable by the assumption by Hydrocarbons of \$50,000,000 of 10% Senior Notes due 1994 of the Company ("Products Notes");
- (b) the Company shall have declared and paid a dividend consisting of all of the issued and outstanding capital stock of Hydrocarbons and BEM Holding Corporation to EPNG;
- (c) EPNG shall have transferred and sold the Stock to El Paso in exchange for an issue of El Paso preferred stock;
- (d) El Paso shall have purchased \$50,000,000 of Products Notes from EPNG in exchange for additional El Paso preferred Stock; and
- (e) El Paso shall have contributed \$50,000,000 of Products Notes to the capital of the Company;
- (f) Funds shall have been provided to the Company to complete the acquisition of Dart Industries Inc.'s remaining interest in the olefin and polyolefins plants and plant sites and the termination of that certain Lease Agreement and that certain Technical Support Agreement, both by and between El Paso Polyolefins Company and Dart Industries Inc., and both

dated September 1, 1979, all as set forth in that certain Letter Agreement by and between Dart Industries Inc. and El Paso Polyolefins Company dated November 17, 1983.

5.2 Operation of the Business of the Company. El Paso agrees that from the date hereof to the Closing Date, except for transactions contemplated by this Agreement and except to the extent that Purchaser shall otherwise consent in writing, it will cause the Company to operate its business substantially as currently operated and only in the ordinary course and, consistent with such operation, to use its best efforts to preserve intact its present business organizations and relationships with persons having business dealings with it. Without limiting the generality of the foregoing, El Paso agrees to cause the Company to operate its business so that the representations and warranties set forth in Section 3, to the extent within the control of the Company, will be true and correct as of and on the Closing Date.

5.3 Employee Benefit Matters. El Paso and the Company shall take such action as is necessary to provide that effective as of the Closing Date (a) the Company shall cease being a participating employer in The Employees Retirement Income Plan of The El Paso Company and Affiliated Companies (the "Retirement Plan") and The Employees Stock Ownership Plan of The El Paso Company and Affiliated Companies (the "ESOP"), (b) the employees of the Company who are participants in such plans on the Closing Date shall become fully vested in their "accrued benefits", as defined in Section 3(23) of ERISA, under such plans, and (c) the account balances of the employees of the Company under the ESOP shall be distributed to such employees as soon as is reasonably practicable following the Closing Date.

The benefits of the employees of the Company under the Retirement Plan shall be "frozen" as of the Closing Date and no further contributions or allocations of employer contributions or forfeitures shall be made by or on behalf of the employees of the Company under the employee stock ownership plan after the Closing Date. Further, prior to the Closing Date, the Company shall pay or contribute to the appropriate trusts its allocable share of the funding cost for the Retirement Plan for the current year to the Closing Date as determined or estimated by the plan's actuaries under the customary funding policy for said plan.

With respect to the Employees Savings Plan of The El Paso Company and Affiliated Companies ("Savings Plan"), El Paso and the Company shall take such action as is necessary to provide that effective with the Closing, the account balances as of December 31, 1983 allocable to employees who are employees of the Company on the Closing Date shall be fully vested and the portion of the Savings Plan allocable as of December 31, 1983, to employees who are employees of the Company at the Closing Date shall be spun-off (without interruption or termination) as a separate plan maintained by the Company.

5.4 Best Efforts to Meet Conditions. Purchaser and El Paso shall each use its best efforts to cause all of the conditions to its obligations to

consummate the transactions contemplated herein to be met as soon after the date hereof as practicable.

5.5 Chief Financial Officer. The Purchaser agrees that it will use its best efforts to cause the Company to hire a chief financial officer having a level of experience and competency commensurate with the requirements of the position as soon as possible.

5.6 Amount of Cash at Closing. El Paso covenants and agrees to cause the Company to have not less than \$4,000,000 in cash on the Closing Date (in addition to any amounts referred to in Section 5.1).

Section 6. CONDITIONS TO CLOSING

6.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to perform this Agreement are subject to the satisfaction of each of the following conditions unless waived by Purchaser:

(a) The representations and warranties of El Paso set forth in Section 3 of this Agreement shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date. El Paso shall have performed all agreements and conditions required to be performed or complied with by it under this Agreement prior to or on the Closing Date, and Purchaser shall have received a certificate, dated the Closing Date, executed by a Senior Vice-President of El Paso to that effect.

(b) All actions necessary to authorize the execution, delivery and performance of this Agreement by El Paso and the consummation by El Paso of the transactions contemplated herein shall have been duly and validly taken.

(c) All consents or approvals that are required to authorize and permit the transactions contemplated by this Agreement shall have been obtained or waived in writing by Purchaser.

(d) Purchaser shall have received an opinion of William A. Wise, Esq., General Counsel of El Paso, dated the Closing Date, satisfactory in scope and substance to counsel to Purchaser, to the effect that:

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, has all requisite corporate power and authority to own, lease and operate its properties and to conduct the business currently being conducted by it;

(ii) El Paso has good and marketable title to the Stock, with the right and power to sell, assign and transfer such Stock, and the

transfer, assignment and delivery to Purchaser of such Stock pursuant to this Agreement vested Purchaser with good and valid title to such Stock, free and clear of any pledges, liens, encumbrances, equities or claims, other than those created by or in Purchaser;

(iii) All of the outstanding shares of Stock have been duly authorized and are validly issued, fully paid and nonassessable;

(iv) The execution and delivery of this Agreement by El Paso does not, and the consummation of the transactions contemplated hereby and the fulfillment of the terms and compliance with the provisions hereof by El Paso will not, conflict with or result in a breach of any provision of the certificate or articles of incorporation or bylaws of El Paso or the Company;

(v) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of El Paso, and this Agreement is a valid and binding obligation of El Paso enforceable in accordance with its terms, except as principles of equity may affect the availability of the remedy of specific performance and as enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

In rendering such opinion such counsel may rely upon certificates of public officials and officers of the Company and El Paso as to matters of fact, and the scope of such opinion may be limited to federal laws, the corporation laws of the State of Delaware and the laws of the State of Texas.

(e) Purchaser shall have received an opinion of Andrews & Kurth, counsel to El Paso, dated the Closing Date, satisfactory in scope and substance to counsel to the Purchaser, to the effect that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of El Paso, and this Agreement is a valid and binding obligation of El Paso enforceable in accordance with its terms, except as principles of equity may affect the availability of the remedy of specific performance and as enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

(f) At the Closing Date there shall not have been instituted or be pending or threatened before any court or governmental agency any suit, action or other proceeding in which it is sought to restrain or prohibit the performance of, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

6.2 Conditions to Obligations of El Paso. The obligations of El Paso to perform this Agreement are subject to the satisfaction of the following conditions unless waived by them:

(a) The representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date. The Purchaser shall have performed all agreements and conditions required to be performed by it under this Agreement prior to or on the Closing Date, and El Paso shall have received a certificate, dated the Closing Date, executed by and on behalf of the Purchaser by its President and by its Controller to that effect.

(b) All actions necessary to authorize the execution, delivery and performance of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated herein shall have been duly and validly taken.

(c) All consents or approvals that are required to authorize and permit the transactions contemplated by this Agreement shall have been obtained or waived in writing by El Paso.

(d) El Paso shall have received an opinion of Fulbright & Jaworski, counsel to Purchaser, dated the Closing Date, satisfactory in scope and substance to counsel to El Paso, to the effect that:

(i) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own the Stock;

(ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as principles of equity may affect the availability of the remedy of specific performance and as enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally;

(iii) Issuance and delivery of each of the Note and the Promissory Note have been duly and validly authorized by all necessary corporate action, and each of the Note and the Promissory Note is a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally;

(iv) The Preferred Stock has been duly authorized and is validly issued, fully paid and nonassessable; the Preferred Stock is not subject to the preemptive rights of any stockholder of the Purchaser; and the issuance and delivery of the Preferred Stock has been duly and validly authorized by all necessary corporate action; and

(v) The execution and delivery of each of the Security Agreements to which Purchaser is a party have been duly and validly authorized by all necessary corporate action, and each of such Security Agreements is a valid and binding obligation of the Purchaser enforceable in accordance with its terms except as principles of equity may affect the availability of the remedy of specific performance and as enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally;

(vi) Each of the Security Agreements to which the Company is a party and the Guaranty is a valid and binding obligation of the Company enforceable in accordance with its terms, except as principles of equity may affect the availability of the remedy of specific performance and as enforceability thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

(vii) The execution and delivery of this Agreement by Purchaser, and the consummation of the transactions contemplated hereby and the fulfillment of the terms and compliance with the provisions hereof by Purchaser will not conflict with or result in a breach of any provision of its articles of incorporation or bylaws.

In rendering such opinion such counsel may rely upon certificates of public officials and officers of Purchaser as to matters of fact, and the scope of such opinion may be limited to federal laws, the laws of the State of Texas and the General Corporation Law of the State of Delaware.

(e) At the Closing Date there shall not have been instituted or be pending or threatened before any court or governmental agency any suit, action or other proceeding in which it is sought to restrain or prohibit the performance of, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

(f) The Purchaser shall have issued and sold shares of its common stock for an aggregate purchase price of \$3,500,000.

**Section 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION; TAX MATTERS; TERMINATION**

7.1 Survival of Representations and Warranties. Except for the representations and warranties made in Sections 3.1, 3.8, 3.9, 3.11 and 4.8, all of the representations and warranties made by El Paso and the Purchaser in this Agreement shall be continuing and shall survive the Closing for a period of two years following the Closing Date, notwithstanding any investigation made at any time by either party, but shall thereafter terminate and be of no further force or effect. The representations, warranties and covenants made by El Paso in Sections 3.8 and 3.9 shall terminate on and as of the Closing Date, with the effect that neither party shall have any liability to the other for any breach of or untruth in any such representation or warranty discovered or arising after the Closing Date. The representations, warranties and covenants made by El Paso and the Purchaser, respectively, in Sections 3.1, 3.11(g) and 4.8 and the provisions of Sections 5.3, 7.2, 7.3, 7.4, 7.5, 7.6 and 7.7 shall survive the Closing without limitation.

7.2 Indemnification by El Paso. El Paso agrees to protect, defend, indemnify and hold harmless the Purchaser and the Company and their successors and assigns, against and in respect of:

(a) any amounts awarded in any final judgment in, or any amount which may be paid in settlement of, the following lawsuits on file on the date of this Agreement in the United States District Court for the Southern District of New York, and any future lawsuit based on substantially the same facts and alleging substantially the same causes of action: Oakland Molding Company v. Union Carbide Corp., et al.; Packaging Industries Group, Inc. v. Union Carbide Corp., et al.; Tiger Plastics v. Union Carbide Corp., et al.; A.S.K. Enterprises, Inc. v. Union Carbide Corp., et al.; U.S. Plastics v. Union Carbide Corp., et al.; and Specialized Poly Films v. Union Carbide Corp., et al.;

(b) any amounts awarded in any final judgment in, or any amount that may be paid in settlement of, any lawsuit or administrative proceeding filed or that may be filed by any former employee who was terminated by the Company during calendar year 1983, in his own right or as representative of a class of former employees terminated in 1983, to the extent that such award of damages is based upon a violation or violations by the Company of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 1981 of the Civil Rights Act of 1866 and/or the Texas Commission on Human Rights Act of 1983 in connection with such termination or terminations;

(c) any loss, cost or damage incurred by the Company as a result of claims arising out of the alleged contamination of a site at Prewitt, New Mexico occupied by an oil refinery owned and operated by the Company, including any costs incurred in cleaning up the site under state or federal environmental laws, any fines or other penalties levied and paid, and any

amounts awarded in any final judgment in, or any amount which may be paid in settlement of, any civil suits based on such alleged contamination; and

(d) any penalty or fine imposed upon the Company or the Subsidiary as a result of the investigation of the low density polyethylene industry for anti-trust violations pending on the date of this Agreement in New York and any future investigation based on substantially the same facts.

7.3 Control and Defense of Lawsuits. In consideration of the indemnification of the Purchaser and the Company against liability in the matters specified in Section 7.2 above, the parties hereto agree that El Paso shall defend, and shall control the conduct of, all litigation and administrative proceedings in which the Purchaser or the Company may be a defendant or a party charged and in which they are indemnified against liability under Section 7.2. El Paso shall conduct the defense of any such litigation or proceeding at its sole expense, except that the Purchaser and the Company shall cooperate in the defense of any such litigation or proceeding to the extent El Paso shall reasonably request and make available all books and records relating to the factual matters involved in such litigation or proceedings and the reasonable services of all Company personnel who may have knowledge of such matters, without right of reimbursement from El Paso. The Company may elect to participate in the defense of any such litigation or proceeding at its own expense. El Paso shall have sole authority to negotiate and enter into settlements of any liability arising out of any such litigation or proceeding. The Company, the Purchaser and El Paso agree to make appropriate filings, as promptly as may be appropriate, of motions and pleadings necessary to enable El Paso to conduct and defend such litigation and proceedings in the Company's name and on its behalf and to enable El Paso to exercise and discharge each of the other rights and duties granted to or undertaken by it hereunder.

7.4 Agreement to Pay Judgment. El Paso agrees to pay the Company any amount for which the Company may be found liable by a final judgment of a court of competent jurisdiction in, or any amount paid with El Paso's consent in settlement of, Studiengesellschaft Kohle m.b.H. v. Dart Industries, Inc. (filed in the United States District Court for the District of Delaware and now on appeal to the Court of Appeals for the Federal Circuit) and Studiengesellschaft Kohle m.b.H. v. El Paso Products Company (filed in May 1974 in the United States District Court for the Western District of Texas), up to, but not exceeding, the amount of the reserve established against such contingency on the Company's books on December 31, 1983.

7.5 Adjustment to Purchase Price Based on Tax Attributes. El Paso represents to Purchaser that the amount of the Net Operating Loss Carryover is at least \$55,000,000 and the amount of the Investment Tax Credit Carryover is at least \$12,500,000. In the event that the amount of the Net Operating Loss Carryover is less than \$55,000,000 or the amount of the Investment Tax Credit Carryover is less than \$12,500,000 and as a result the federal income tax liability

of the Company or the Subsidiary (or the consolidated group of which either is a member) is increased, then El Paso shall pay to Purchaser an amount equal to any such increase in federal income tax liability, together with any penalties, fines or interest (net of tax effect) payable to the Internal Revenue Service as a result of such increase in federal income tax liability. Such payment shall be made upon demand by Purchaser following the first to occur of (a) the filing by the Company or the Subsidiary (or the consolidated group of which either is a member) of a federal income tax return or amended return reflecting, in good faith, such increase in federal income tax liability, or (b) the payment by the Company or the Subsidiary (or the consolidated group of which either is a member) of a federal income tax deficiency resulting from such increase in federal income tax liability.

In the event that the amount of the Net Operating Loss Carryover is more than \$55,000,000 (the amount of such excess being referred to herein as the "Excess Loss") or the amount of the Investment Tax Credit Carryover is more than \$12,500,000 (the amount of such excess being referred to herein as the "Excess Credit") then the principal amount of the Promissory Note shall be increased by, or, if the Promissory Note is not then outstanding, the Purchaser shall pay El Paso (i) in the case of the Excess Loss, an amount equal to the product of the amount of Excess Loss utilized by the Company or the Subsidiary (or the consolidated group of which either is a member) in their respective federal income tax returns to decrease their respective tax liabilities times the Effective Tax Rate or (ii) in the case of the Excess Credit, the amount of such credit utilized by the Company or the Subsidiary (or the consolidated group of which either is a member) in their respective federal income tax returns to decrease their respective tax liabilities (it being understood that if the Excess Credit is reduced as a result of sales, dispositions or similar reasons the amount of such reduction shall be deemed, for the purposes hereof, to have been utilized in the taxable year it would otherwise have been utilized absent such reduction). Increases in the principal amount of the Promissory Note, or payments to El Paso pursuant to this Section, shall be made effective as of the first to occur of (a) the filing by the Company or the Subsidiary (or the consolidated group of which either is a member) of a federal income tax return or amended return reflecting a decrease in federal income tax liability of the Company or the Subsidiary (or the consolidated group of which either is a member) by reason of the utilization of an amount of the Excess Loss or Excess Credit, as the case may be, or (b) the receipt by the Company or the Subsidiary (or the consolidated group of which either is a member) of a federal income tax refund resulting from a decrease in federal income tax liability by reason of utilization of such Excess Loss or Excess Credit, as the case may be. For the purposes hereof the Excess Loss or Excess Credit shall be deemed the last parts of the Net Operating Loss Carryover or the Investment Tax Credit Carryover, as the case may be, utilized by the Company, the Subsidiary or the respective consolidated group of either. Any such increase to the Promissory Note shall be amortized over the remaining term of the Promissory Note, shall bear interest at the rate provided in the Promissory Note and shall be payable in equal installments of principal and interest on the dates the remaining installments of principal and interest are payable under the Promissory Note.

If at any time, or from time to time, following the payment by Purchaser to El Paso of any amounts under this Section 7.5 (or if the Promissory Note shall be increased but such increase shall not have been then fully amortized) it shall be determined as a result of audit by the Internal Revenue Service or the filing of amended returns by the El Paso Group that the amount of Excess Loss or Excess Credit, as the case may be, was less than initially determined and as a result the federal income tax liability of the Company or the Subsidiary (or the consolidated group of which either is a member) is increased by reason of such determination, then El Paso will refund to Purchaser the amount of any payments made to El Paso (whether directly or by way of amortization of the Promissory Note including interest paid thereon) by reason of the overstatement of the Excess Loss or Excess Credit, as the case may be, (and, if applicable, the Promissory Note will be decreased by the unamortized amount of any increases thereto attributable to the overstatement and accrued interest with respect to such amount cancelled) and will pay to Purchaser an amount equal to any penalties, fines or interest (net of tax effect) resulting from any increase in the federal income tax liability of the Company or the Subsidiary (or the consolidated group of which either is a member), as the case may be, due to the decrease of the Excess Loss or Excess Credit. Any payment by El Paso to Purchaser shall be made, upon demand, following payment by the Company or the Subsidiary (or the consolidated group which either is a member) of its increase in federal income tax liability resulting from the overstatement of the Excess Loss or Excess Credit and any decrease in the principal amount of the Promissory Note pursuant to the provisions hereof shall be as of the date of such payment.

Purchaser, Company and Subsidiary will (or each will cause the consolidated group of which it is a member to) furnish El Paso with a copy of the respective federal income tax returns of each with respect to taxable periods ending after December 31, 1983 and with such other information as is available and of relevance regarding utilization of the Net Operating Loss Carryover or of the Investment Tax Credit Carryover in connection with such returns.

The parties agree that any payments or adjustments of the principal amount of the Promissory Note pursuant to this Section 7.5 will be treated by them as an increase or a decrease, as the case may be, of the Purchase Price. The parties further agree that any adjustment to the Net Operating Loss Carryover or to the Investment Tax Credit Carryover of less than \$100,000 shall be disregarded unless and until such adjustments will result in adjustments to the Purchase Price in excess of \$100,000.

Other terms used in this Section 7.5 and not defined above shall have the meanings specified below:

(a) "Code" shall mean the Internal Revenue Code of 1954, as amended.

(b) "Effective Tax Rate" shall mean the federal income tax rate for federal income tax return purposes applicable to the Company or the

Subsidiary (or the consolidated group of which either is a member) for a taxable period in which the Company, the Subsidiary or such consolidated group shall reduce its federal income tax liability by utilization of all or any part of the Excess Loss, determined without regard to the utilization of any part of the Net Operating Loss Carryover.

(c) "El Paso Group" shall mean El Paso and its domestic subsidiaries which have heretofore and which shall hereafter file consolidated federal income tax returns.

(d) "Investment Credit Carryover" shall mean the aggregate amount of the unused consolidated investment credit (as defined in Section 1.1502-3 and Section 1.46-2(c) of the Treasury Regulations ("Regulations") promulgated under the Code) of the El Paso Group at December 31, 1983 (including the business property energy credit) which is attributable to either the Company or the Subsidiary at December 31, 1983 under principles of Section 1.1502-79(c)(2)(ii) of the Regulations. The Investment Tax Credit Carryover shall be calculated based upon the consolidated federal income tax returns of the El Paso Group as filed, taking into account any clarifications or changes in interpretations of the law subsequent to the filing of such returns and any adjustments to such returns resulting from the filing of amended returns by the El Paso Group or as a result of audit of any such returns by the Internal Revenue Service.

(e) "Net Operating Loss Carryover" shall mean the aggregate amount of the consolidated net operating loss (as defined in Section 1.1502-21 of the Regulations) of the El Paso Group at December 31, 1983 which is attributable to either the Company or the Subsidiary at December 31, 1983 under principles of Section 1.1502-79(a)(3) of the Regulations. The Net Operating Loss Carryover shall be calculated based upon the consolidated federal income tax returns of the El Paso Group as filed taking into account any clarifications or changes in interpretations of the law subsequent to the filing of such returns and any adjustments to such returns resulting from the filing of amended returns by the El Paso Group or as a result of audit of any such returns by the Internal Revenue Service.

7.6 Tax Agreement.

(a) **Tax Liability.** It is the intent of Purchaser, the Company and El Paso, and each hereby agrees, that El Paso shall be responsible for all federal, state and local tax liabilities, including interest, fines, and penalties, of the Company and Subsidiary for all tax periods ending on or prior to December 31, 1983, and any such tax liabilities attributable to the El Paso Group with respect to any tax period ending on or prior to December 31, 1983, in which the Company or Subsidiary have joined or will join in the filing of consolidated returns. The parties further agree that Purchaser and Company shall be responsible for all tax liabilities of the Company and Subsidiary for all taxable periods beginning and ending after December 31, 1983.

(b) Exchange of Information, Audits and Refunds

(1) Purchaser, Company, Subsidiary and El Paso shall exchange such information as is available and of relevance in the filing of any tax returns. Purchaser, Company and Subsidiary shall timely provide El Paso with such information related to the 1983 activities of the Company and Subsidiary as El Paso may request in connection with the preparation of the El Paso Group consolidated federal income tax return for the taxable year ended December 31, 1983. Purchaser, Company and Subsidiary, at the expense of El Paso, shall provide El Paso such access to the books and records and to the personnel of the Company and Subsidiary as El Paso may reasonably request in the preparation of any such return or in connection with El Paso's contest of any claim of the Internal Revenue Service or other taxing authority with respect to taxable periods ended on or prior to December 31, 1983.

(2) El Paso, at the request and expense of Purchaser, shall cooperate in the filing and prosecution of any claim for refund of tax resulting from a carryback to a consolidated return period of the El Paso Group of any losses, deductions, credits, allowances or other similar items applicable to the Company or Subsidiary and any such refund, including interest (net of tax, if any, due thereon), shall be paid by El Paso as Purchaser shall direct. Purchaser and the Company agree to indemnify and hold El Paso harmless, to the extent of any such payment by El Paso, against any taxes, interest and penalties that may be assessed against the El Paso Group in the event that the claimed carryback is disallowed for whatever reason after having been granted on a tentative basis. In the event the El Paso Group has a carryback to the same taxable year, the federal income tax rules for determining priority of use of carrybacks shall determine who is entitled to the refund. Purchaser agrees to promptly repay to the El Paso Group any refund received in the event that the El Paso Group has carrybacks that are deemed to have priority, less any amount paid to El Paso under this paragraph.

(3) If the Internal Revenue Service or any other taxing authority makes a claim arising from the examination of any tax return relating to a period after December 31, 1983, against Purchaser, the Company, Subsidiary, any successor of the Company or Subsidiary, or the group with which the Company or Subsidiary or any successor of the Company or Subsidiary files a consolidated federal income tax return, which if successful would increase the El Paso Group tax liability by \$100,000 or more, increase the tax liability of the Company or Subsidiary for any period ending on or before December 31, 1983, by \$100,000 or more, or result in a decrease in the Net Operating Loss Carryover of \$200,000 or more or a decrease in the Investment Credit Carryover of \$100,000 or more

under the provisions of Section 7.5 (herein "an Adjustment"), then Purchaser, the Company and Subsidiary agree to contest the claim on request of El Paso subject to the following conditions:

(i) Notice. Purchaser agrees, within 10 days of becoming aware thereof, to notify El Paso of any such claim. El Paso agrees that, in the event it desires the claim to be contested, it shall, within 10 days after receipt of the notice, request Purchaser, the Company and the Subsidiary to contest the claim. Purchaser, the Company and the Subsidiary agree not to make any payment of any tax which is the subject of the claim before they give the notice and during the 10 day period after they give the notice.

(ii) Procedure. Purchaser, the Company and the Subsidiary shall pursue all administrative proceedings with the Internal Revenue Service or other taxing authority in contesting the claim as El Paso may direct. Thereafter, they shall, at their option, contest the claim by either paying the tax claimed and suing for a refund in the appropriate court or contesting the claim in the United States Tax Court. In no event will Purchaser, the Company or the Subsidiary compromise or settle the claim or cease to contest the claim until a final determination thereof, without the written consent of El Paso. Purchaser, Company and Subsidiary agree to cooperate in good faith with El Paso in contesting the claim and to consider in good faith requests from El Paso concerning the contest of the claim, including the advisability of pursuing administrative remedies, the appropriate forum for any judicial proceeding and the legal basis for contesting the claim. Purchaser, Company or Subsidiary agree to take appropriate appeals of any judgment or decision that would result in an Adjustment or that would increase the El Paso Group tax liability by \$100,000 or more, or the tax liability of Company or Subsidiary by \$100,000 or more for any period ending on or before December 31, 1983.

(iii) Conditions. Purchaser, Company and Subsidiary will not be obligated to contest a claim under this Section unless and until they have received a Tax Opinion and, if requested by Purchaser, an Indemnity Undertaking.

(iv) Tax Opinion. A Tax Opinion is a written opinion by independent tax counsel, such counsel to be reasonably satisfactory to Purchaser, to the effect that a reasonable basis exists to contest such claim.

(v) Indemnity Undertaking. The Indemnity Undertaking is an agreement of El Paso to indemnify Purchaser, Company

and Subsidiary in a manner satisfactory to Purchaser against any liability or loss Purchaser, Company or Subsidiary may incur as a result of contesting the claim and to pay all costs and expenses (net of tax benefit, if any, from the deduction of such costs and expenses) which Purchaser, Company or Subsidiary incurs in contesting the claim. These costs and expenses shall include, without limitation, reasonable attorneys' and accountants' fees and disbursements, any interest which may ultimately be payable to the United States of America or other governmental body as a result of contesting the claim, and if Purchaser or Company or Subsidiary pay the tax claimed and sue for a refund which is ultimately not allowed, interest on the tax paid from the date of payment to the date of the final determination that Purchaser, Company or Subsidiary is not entitled to refund of the tax. The interest payable by El Paso shall be at the rate of interest announced publicly by Texas Commerce Bank National Association from time to time as its prime rate (but in no case higher than the maximum rate permitted by applicable law).

(vi) Payment of Tax. If El Paso requests Purchaser, Company or Subsidiary to contest a claim which, if sustained would result in an Adjustment and otherwise complies with its obligations under this Section, then notwithstanding anything to the contrary in Section 7.5, El Paso shall have no obligation under Section 7.5 in respect of the claim until a final determination occurs regarding the liability of Purchaser, Company or Subsidiary under the claim.

(4) If the Internal Revenue Service or any other taxing authority makes a claim arising from the examination of any tax return relating to a period ending on or prior to December 31, 1983, against Company or Subsidiary or the El Paso Group, which, if successful, would increase the tax liability of Purchaser, Company or Subsidiary for any period after December 31, 1983, by \$100,000 or more and which, if successful, would not result in an Adjustment, then El Paso agrees to contest the claim on the request of Purchaser subject to the following conditions:

(i) Notice. El Paso agrees, within 10 days of becoming aware thereof, to notify Purchaser of any such claim. Purchaser agrees that, in the event it desires the claim to be contested, it shall, within 10 days after receipt of the notice, request El Paso to contest the claim. El Paso agrees not to make any payment of any tax which is the subject of the claim before it gives the notice and during the 10 day period after it gives the notice.

(ii) Procedure. El Paso shall pursue all administrative proceedings with the Internal Revenue Service or other taxing authority in contesting the claim as the Purchaser may direct. Thereafter, it may, at its option, contest the claim by either paying the tax claimed and suing for a refund in the appropriate court or contesting the claim in the United States Tax Court. In no event will El Paso, without the written consent of Purchaser, compromise or settle the claim or cease to contest the claim until the final determination thereof. El Paso agrees to cooperate in good faith with Purchaser in contesting the claim and to consider in good faith requests from Purchaser concerning the contest of the claim, including the advisability of pursuing administrative remedies, the appropriate forum for any judicial proceeding, and the legal basis for contesting the claim. El Paso agrees to take appropriate appeals of any judgment or decision with respect to the claim.

(iii) Conditions. El Paso will not be obligated to contest a claim under this Section unless and until it has received a Tax Opinion and, if requested by El Paso, an Indemnity Undertaking.

(iv) Tax Opinion. A Tax Opinion is a written opinion by independent tax counsel, such counsel to be reasonably satisfactory to El Paso to the effect that a reasonable basis exists to contest such claim.

(v) Indemnity Undertaking. The Indemnity Undertaking is an agreement of Purchaser to indemnify El Paso in a manner satisfactory to El Paso against any liability or loss El Paso may incur as a result of contesting the claim and to pay all costs and expenses (net of tax benefit, if any, from the deduction of such costs and expenses) which El Paso may incur in contesting the claim. These costs and expenses shall include, without limitation, reasonable attorneys' and accountants' fees and disbursements, any interest which may ultimately be payable to the United States of America or other governmental body as a result of contesting the claim, and if El Paso elects to pay the tax claimed and sue for a refund which is ultimately not allowed, interest on the tax paid from the date of payment to the date of the final determination that El Paso is not entitled to refund of the tax. The interest payable by Purchaser shall be at the rate of interest announced publicly by Texas Commerce Bank National Association from time to time as its prime rate (but in no case higher than the maximum rate permitted by applicable law).

(5) If the Internal Revenue Service or other taxing authority makes a claim which is described in both subsection (3) and (4)

hereof, and in the event that both Purchaser and El Paso desire to contest such claim, then the parties agree to cooperate in the defense of such claim and to share the expenses thereof as they may mutually agree.

7.7 Certain Expenses. El Paso agrees that it will:

(a) Pay all relocation expenses (in accordance with its customary practice) for the relocation of eight employees of the Company from Houston, Texas to Odessa, Texas;

(b) Pay the legal fees and disbursements of counsel for the Purchaser and the Company and for Texas Commerce Bank National Association and The Chase Manhattan Bank, N.A. incurred in connection with the transactions contemplated by this Agreement and the proposed loan to the Company from such banks in the principal amount of \$70,000,000;

(c) Pay the costs of title insurance policies and surveys required by the banks in connection with the loan referred to in clause (b) of this Section 7.7;

(d) Reimburse the Company for all costs incurred associated with the relocation and reassembly of the Company's polyethylene and polypropylene pilot plants from Paramus, New Jersey to Odessa, Texas, up to \$1,600,000;

(e) To the extent required, make available letters of credit issued by Texas Commerce Bank National Association and The Chase Manhattan Bank, N.A. (the "Banks") in favor of persons or entities supplying goods or services to the Company, such letters of credit to be for a term of not more than nine months from the Closing Date and to be in an aggregate amount not to exceed \$15,000,000 and, in this connection, the Purchaser agrees that it will pay to the Banks any fees in connection with any such letters of credit and, if any funds are required to be paid by El Paso in connection with any of such letters of credit, Purchaser will pay to El Paso the amount so paid within 90 days after such payment by El Paso with interest thereon at a rate equal to the prime rate of the issuing Bank plus 4%;

(f) Make all payments required to be made after the Closing Date under the letter agreement between Company and Central Farmers Fertilizer Company dated June 21, 1968;

(g) Make appropriate arrangements to relieve Purchaser and Company of any liability or obligation after the Closing Date with respect to the following contracts:

(i) Employment Agreement between Company and Mr. J. V. Waggoner dated January 28, 1980, as amended;

(ii) Airport Hangar Subtenancy Agreement between Company and Abbott Building Company dated January 28, 1982;

(iii) Lease Agreement between Company and Texas Commerce Bank dated January 1, 1982;

(iv) Lease Agreement between the Company and American General Life Insurance Company dated September 1, 1983; and

(h) Provide funds to the Company (and the Subsidiary, if required) sufficient to make the contribution to the Employees Retirement Income Plan of The El Paso Company and Affiliated Companies referred to in the second paragraph of Section 5.3.

7.8 Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) The mutual consent of Purchaser and El Paso;

(b) Purchaser or El Paso at any time after December 31, 1983;

(c) Purchaser if the conditions set forth in Section 6.1 hereof shall not have been met by the Closing Date, and El Paso if the conditions set forth in Section 6.2 hereof shall not have been met by the Closing Date; or

(d) El Paso or Purchaser, if either the Board of Directors of El Paso or the Board of Directors of Purchaser shall have determined in their sole discretion exercised in good faith that the purchase contemplated by this Agreement has become impracticable by reason of the threat or the institution of any litigation, proceeding or investigation to restrain or prohibit the consummation of the transactions contemplated by this Agreement or to obtain other relief in connection with this Agreement.

7.9 Effect of Termination. In the event of the termination and abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of any party or its directors, officers or stockholders, unless this Agreement has been terminated pursuant to Section 7.8(c) because the other party has willingly or in bad faith failed to satisfy a condition to Closing.

7.10 Waiver and Amendment. Any term or provision of this Agreement may be waived at any time by the party which is entitled to the benefits thereof and this Agreement may be amended or supplemented at any time, but only by a written instrument signed by both parties.

Section 8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement, including the Exhibits hereto, contains the entire agreement between El Paso and Purchaser with respect to the purchase of the Stock and supersedes all prior arrangements or understandings between the parties with respect thereto.

8.2 Descriptive Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

8.3 Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by one or more parties hereto and each such executed counterpart shall be, and shall be deemed to be, an original instrument.

8.4 Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered personally or sent by certified mail, postage prepaid, if to:

EL PASO:

The El Paso Company
P. O. Box 1492
El Paso, Texas 79978
Attention: Luino Dell' Osso, Jr.

PURCHASER:

Rexene Corporation
619 N. Grant St.
Odessa, Texas 79761
Attention: President

or to such other address as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice given by mail as set out above shall be deemed delivered when actually received.

8.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

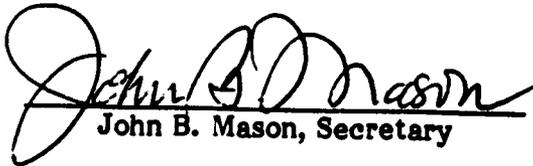
8.6 Law Applicable. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, not including the conflicts of laws provisions thereof.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality,

invalidity or unenforceability shall not affect any other provisions of this Agreement.

IN WITNESS WHEREOF, Purchaser and El Paso have caused this Agreement to be duly executed in their respective corporate names by their respective officers, each of whom is duly and validly authorized and empowered, and attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

ATTEST:


John B. Mason, Secretary

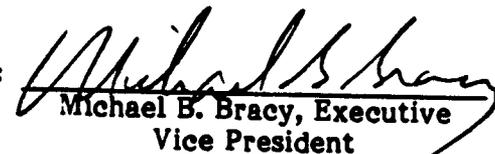
REXENE CORPORATION

By: 
O. R. Clements, President

ATTEST:


William A. Wise, Secretary

THE EL PASO COMPANY

By: 
Michael B. Bracy, Executive
Vice President

BURLINGTON RESOURCES

Curt L. Warnock
Senior Attorney

Direct Dial: (713) 624-9272

Fax: (713) 624-9624

December 20, 2000

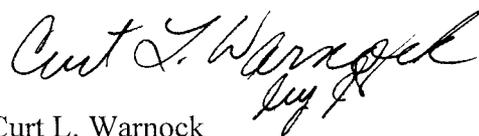
RECEIVED
DEC 26 20
CONSERVATION DIVISION

New Mexico Energy, Minerals and
Natural Resources Department
OCD Santa Fe Office
2040 South Pacheco Street
Santa Fe, New Mexico 87505

**RE: *Former Aerex Refinery
Bloomfield, New Mexico***

We received your letter of December 5, 2000 relating to former AEREX Refinery in Bloomfield, New Mexico located in the NW/4, NW/4 of Section 22, Township 29 N, Range 11 West NMPM, San Juan County, New Mexico. What is now known as Burlington Resources Inc. acquired El Paso Natural Gas Company in May of 1988 and we separated in January of 1992. During the time of ownership there were no known activities at the referenced refinery. Since that time Burlington Resources has not had any association related to the refinery and so we know very little about the operation of the refinery. Burlington Resources would be happy to provide any documents or records in our possession and are presently searching our records for any information relating to this site.

Yours very truly,



Curt L. Warnock
Senior Attorney

cc: New Mexico Energy, Minerals and
Natural Resources Department
Oil Conservation Division
1000 Rio Brazos Road
Aztec, New Mexico 87410

Bruce Gantner



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenbery

Director

Oil Conservation Division

December 5, 2000

CERTIFIED MAIL

RETURN RECEIPT NO. 5051-3884

Mr. B. Reggie Baker
Huntsman Polymers Corporation
P.O. Box 3986
Odessa, Texas 79760

*1000 Rio Brazos Rd
Oztec 87410*

CERTIFIED MAIL

RETURN RECEIPT NO. 5051-3891

Ms. Sandra Miller
El Paso Field Services
614 Reilly Ave.
Farmington, New Mexico 87401

CERTIFIED MAIL

RETURN RECEIPT NO. 5051-3907

Mr. Bruce Gantner
Burlington Resources
P.O. Box 4289
Farmington, New Mexico 87499-4289

**RE: FORMER AEREX REFINERY
BLOOMFIELD, NEW MEXICO**

Dear Sirs:

The New Mexico Oil Conservation Division (OCD) is beginning an investigation into contamination related to the former Aerex Refinery located in the NW/4, NW/4 of Section 22, Township 29 North, Range 11 West, NMPM, San Juan County, New Mexico. A title search of the property shows that El Paso Natural Gas Products Company was an owner and apparent operator of the refinery. It is the OCD's understanding from work on other El Paso Natural Gas Products Company refineries within New Mexico that El Paso Natural Gas Company (EPNG) and Huntsman Polymers Corporation (Huntsman) are the successors in interest to the El Paso Natural Gas Products Company.

In addition, according to a 1999 Quitclaim Deed, Burlington Resources Oil & Gas Company (Burlington) is also a successor in interest to the El Paso Natural Gas Products Company. Therefore,

the OCD requests that Huntsman, EPNG and Burlington each provide the OCD with written documentation concerning their interest in the former El Paso Natural Gas Products Company Aerex Refinery and any available information on the operation of the refinery. Please submit this information to the OCD Santa Fe Office by January 12, 2001 with a copy provided to the OCD Aztec Office.

If you have any questions, please call me at (505) 827-7154.

Sincerely,



William C. Olson
Hydrologist
Environmental Bureau

xc: Denny Foust, OCD Aztec District Office
Chris Bynum, NMED Voluntary Remediation Program



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

November 28, 2001

Teresa A. Berwick
Perkins Coie LLP
1029 West Third Avenue, Suite 300
Anchorage, Alaska 99501-1981

Re: Your Request to Inspect Public Records dated November 20, 2001

Dear Ms. Berwick,

Your request to inspect public records, dated November 20, 2001, was received in this office on November 26, 2001. You request documents pertaining to the Aerex Refinery in Bloomfield, New Mexico.

The Environmental Bureau of the Oil Conservation Division maintains a large file on the Aerex Refinery. The file number is 3R0001. You may inspect the file during normal business hours at this address; if you choose to view the file, please contact Roger A. Anderson, Bureau Chief, so that he can have the file ready for you when you arrive.

Alternatively, should you wish to obtain a copy of the file in lieu of personal inspection, you may copy the file on one of the Division's Xerox machines at a cost of \$.25 per copy. The file is approximately 400 pages. There are some color documents and oversized documents (like maps and drawings) in the file that the machines here may not be capable of copying well.

I note you are in Alaska and may not be able to personally inspect and copy the file. I therefore enclose a copy of a list of companies and individuals who perform file searches here at the Division. Any of these companies and individuals may be willing to copy the file for you and mail it to you. The individuals with stars next to their names do this kind of work frequently.

If you have any questions, please do not hesitate to give me a call at (505) 476-3451.

Sincerely,

Stephen C. Ross
Assistant General Counsel

Cc: William C. Olson, Environmental Bureau
Lawrence Romero, Records Custodian
File 3R0001 (Aerex)

NEW MEXICO OIL CONSERVATION DIVISION
(CONSULTANTS WHO RESEARCH DIVISION RECORDS IN SANTA FE)

PRENTISS CHILDS
812 HIGHLAND DRIVE
LAS VEGAS, NM 87701
(505) 454-1049

✧ **FEDERAL ABSTRACT CO.**
P. O. BOX 2288
SANTA FE, NM 87504
(505) 982-5537

LINDA SCOTT
TO THE RESCUE
157 CALLE OJO FELIZ
SUITE 1
SANTA FE, NM 87505
(505) 982-2141

J. CRAIG CREEL
RIO CHAMA
PETROLEUM, INC.
P. O. BOX 23553
SANTA FE, NM 87502
(505) 986-9723

NEIL H. WHITEHEAD, III
CONSULTING GEOLOGIST
31634 BLACK WIDOW WAY
CONIFER, COLORADO 80433-9610
(303) 679-8573
Fax (303) 679-8574

JOHN MICHAEL RICHARDSON
J BAR CANE, INC.
P. O. BOX 316
3660 HWY 41
STANLEY, NEW MEXICO 87056
(505) 832-1478
Fax (505) 832-1479

✧ **SCHUTZ ABSTRACT COMPANY**
P. O. BOX 973
SANTA FE, NM 87501
(505) 982-0130

KATE McGRAW
809 DON DIEGO #1
SANTA FE, NM 87501
(505) 983-8788

VICTOR T. LYON, P.E.
CONSULTING PETROLEUM ENG.
OIL & GAS CONSERVATION
P. O. BOX 9615
SANTA FE, NM 87504-9615
(505) 989-8474

✧ **CASA DE SEARCH, INC.**
P. O. BOX 4338
SANTA FE, NM 87502-4338
VOICE FAX
1-800-757-0220 1-800-743-6217
(505) 995-8628 (505) 995-8632

LYNNE TEBBETTS
POST OFFICE BOX 1374
SANTA FE, NM 87504
(505) 983-1026
(505) 982-2141

ANNA GRIEGO
9205 MESCALERO NE
ALBUQUERQUE, NEW MEXICO 87111
(505) 296-4936



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

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Lori Wrotenbery
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November 28, 2001

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Sincerely,

Stephen C. Ross
Assistant General Counsel

Cc: William C. Olson, Environmental Bureau
Lawrence Romero, Records Custodian
File 3R0001 (Aerex)

NEW MEXICO OIL CONSERVATION DIVISION
(CONSULTANTS WHO RESEARCH DIVISION RECORDS IN SANTA FE)

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LAS VEGAS, NM 87701
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9205 MESCALERO NE
ALBUQUERQUE, NEW MEXICO 87111
(505) 296-4936

PERKINS COIE LLP

1029 WEST THIRD AVENUE, SUITE 300 · ANCHORAGE, ALASKA 99501-1981
TELEPHONE: 907 279-8561 · FACSIMILE: 907 276-3108

OIL CONSERVATION DIV.
01 NOV 26 PM 3:31

TERESA A. BERWICK
(907) 263-6927
berwt@perkinscoie.com

November 20, 2001

VIA U.S. MAIL

Maria Voyles
Hearing Clerk/Public Records Custodian,
Environment Department
Administrator, Water Quality Control
Commission
State of New Mexico
1190 St. Francis Drive
Santa Fe, NM 87501

Elizabeth Kupfer
Administrative Services Director/Public
Records Custodian, Attorney General's
Office
State of New Mexico
407 Galisteo Street
Bataan Memorial Building, Room 260
Santa Fe, NM 87501

Stephen Ross
Assistant General Counsel, Oil
Conservation Division
State of New Mexico
1220 St. Francis Drive
Santa Fe, NM 87505

Sandra Jaramillo
Division Director, State Records Center
and Archives
State of New Mexico
1205 Camino Carlos Rey
Santa Fe, NM 87505

Re: Request for Public Records

Dear State of New Mexico Officials:

Pursuant to New Mexico's Inspection of Public Records Act, N.M.S.A. 14-2-1 et seq., we are requesting copies of public documents pertaining to a parcel of land in Bloomfield, New Mexico, where the Aerex Refinery was operated until approximately 1960. We believe most of the relevant records are, or were at one time, in the possession of the Environment Department, Oil Conservation Division, and Water Quality Control Commission. However, additional records may exist in other state agency files as well.

[/AA013130002.DOC]

November 20, 2001

Page 2

We are willing to pay the reasonable costs of copying the materials identified in this request. Before you proceed with the bulk of this request, please contact us with an estimate of costs so that we can reach a mutually agreeable arrangement.

Background Information

The property that is the subject of this request (the "Property") is a parcel located in the northwest quarter of Section 22, Township 29 North, Range 11 West, i.e., what is now the southeast corner of 5th and Blanco Streets in the City of Bloomfield, San Juan County, New Mexico. For much of its history, the Property consisted of twenty acres, with a five-acre square subparcel. The Property encompassed the former Aerex Refinery and a crude pumping station, as well as other facilities.

Some of the former owners of the Property, or portions of the Property, and operators of the refinery and other facilities at the Property whose names may appear on relevant documents include:

Grace Bishop	El Paso Natural Gas	Thriftway Marketing
George Salmon	Shell Oil Company	Corporation
Arthur Kittell	Naturita Supply Company	Clayton Investments
Aerex Company	Plateau, Inc.	Company
Malco Products, Inc.	Kimbell Corporation	Burlington Resources
El Paso Natural Gas	Rexene Corporation	Giant Industries, Inc.
Products Co.	Bloomfield Refining	San Juan Refining
El Paso Products Company	Company	Company

It is our understanding that the New Mexico Environment Department conducted an investigation in 1990 to determine the nature and extent of petroleum-related contamination at the property. In addition, we are aware that Giant Industries, Inc. is currently taking steps to address petroleum contamination on a portion of the property under the supervision of the Oil Conservation Division.

Lastly, we are informed that Rexene Corporation and its affiliated entities underwent a bankruptcy proceeding in 1991 and 1992. Documents related to the bankruptcy are also relevant to this records request.

Document Requests

This public records request seeks the following documents (including, but not limited to, correspondence, memoranda, notes, drafts, permits, permit applications, authorizations, technical reports, data tables, forms, and records):

1. All documents in the State's possession relating to the Property and any facilities or equipment presently or formerly in existence or operation at the Property.
2. All documents in the State's possession relating to the individuals and entities listed above, as well as any other individuals or entities that presently or formerly owned the Property, owned the mineral rights at the Property, or operated the refinery or other facilities at the Property.
3. All documents in the State's possession relating to (a) the Environment Department's 1990 investigation of the Property; (b) the contamination-related activities conducted by Giant Industries at the Property; and (c) any and all other investigation, remediation, monitoring, and other activities conducted by any State agency concerning contamination at or emanating from the Property.
4. All documents in the State's possession relating to the 1991-1992 bankruptcy of Rexene Corporation and related entities.
5. All documents in the State's possession relating to actual or potential regulatory compliance issues, administrative enforcement, civil litigation, and/or criminal enforcement concerning the presence of contamination at or emanating from the Property.

The above requests are meant to include all documents, whether in paper, electronic, video, or audio form, including e-mails or other recordings. In the event that any of the requested documents are not disclosable in their entirety, we request that you release any reasonably redacted or segregable material that may be separated and released. Furthermore, for any documents, or portions of documents, that are determined to be potentially exempt from disclosure, we request that you exercise your discretion to disclose the materials, absent a finding that sound grounds exist to invoke an exemption.

Should documents within the scope of this request be withheld from disclosure, we request that you provide us with an index that (1) identifies each and every

November 20, 2001

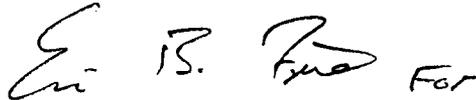
Page 4

document that is withheld, and (2) states with specificity the statutory exemption claimed for each document and an explanation of how disclosure of a particular document would damage the interest protected by a particular exemption.

We appreciate that a complete response to this request may take some time. We look forward to a response within fifteen (15) days after receipt of this request about how it will be processed. Please call me at (907) 263-6927 if you have any questions.

Very truly yours,

PERKINS COIE LLP

A handwritten signature in cursive script, appearing to read "Teri B. Berwick For".

Teresa A. Berwick, Esq.

cc: David Dabroski, Esq.



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

December 5, 2000

CERTIFIED MAIL
RETURN RECEIPT NO. 5051-3884

Mr. B. Reggie Baker
Huntsman Polymers Corporation
P.O. Box 3986
Odessa, Texas 79760

CERTIFIED MAIL
RETURN RECEIPT NO. 5051-3891

Ms. Sandra Miller
El Paso Field Services
614 Reilly Ave.
Farmington, New Mexico 87401

CERTIFIED MAIL
RETURN RECEIPT NO. 5051-3907

Mr. Bruce Gantner
Burlington Resources
P.O. Box 4289
Farmington, New Mexico 87499-4289

**RE: FORMER AEREX REFINERY
BLOOMFIELD, NEW MEXICO**

Dear Sirs:

The New Mexico Oil Conservation Division (OCD) is beginning an investigation into contamination related to the former Aerex Refinery located in the NW/4, NW/4 of Section 22, Township 29 North, Range 11 West, NMPM, San Juan County, New Mexico. A title search of the property shows that El Paso Natural Gas Products Company was an owner and apparent operator of the refinery. It is the OCD's understanding from work on other El Paso Natural Gas Products Company refineries within New Mexico that El Paso Natural Gas Company (EPNG) and Huntsman Polymers Corporation (Huntsman) are the successors in interest to the El Paso Natural Gas Products Company. In addition, according to a 1999 Quitclaim Deed, Burlington Resources Oil & Gas Company (Burlington) is also a successor in interest to the El Paso Natural Gas Products Company. Therefore,

the OCD requests that Huntsman, EPNG and Burlington each provide the OCD with written documentation concerning their interest in the former El Paso Natural Gas Products Company Aerex Refinery and any available information on the operation of the refinery. Please submit this information to the OCD Santa Fe Office by January 12, 2001 with a copy provided to the OCD Aztec Office.

If you have any questions, please call me at (505) 827-7154.

Sincerely,



William C. Olson
Hydrologist
Environmental Bureau

xc: Denny Foust, OCD Aztec District Office
Chris Bynum, NMED Voluntary Remediation Program

Bill Olson

NEW MEXICO TITLE COMPANY

512 West Arrington
Farmington, NM 87401

Phone 505-325-1818
Fax 505-327-6920

Jamie L. Bond & Joyce Bond
Owners

May 16, 2000

Denny G. Foust
State of New Mexico Energy, Minerals & Natural Resources Dept.
1000 Rio Brazos Road
Aztec, NM 87410

RECEIVED

MAY 25 2000

ENVIRONMENTAL BUREAU
OIL CONSERVATION DIVISION

*Re: Clayton Investment Co. & Giant Industries, Inc.
Our File number 4545*

Dear Mr. Foust,

We have checked the Grantor/Grantee indices in the office of the County clerk of San Juan County, New Mexico, from Inception, to May 8, 2000 at 8:00 a.m., with regards to the following described property located in San Juan County, New Mexico, to wit:

The North Half of the Northwest Quarter of the Northwest Quarter (N/2NW/4NW/4) of Section Twenty-Two (22), in Township Twenty-Nine (29) North of Range Eleven (11) West, N.M.P.M., San Juan County, New Mexico;

and we find the following instruments filed during the period of our search:

- | | | |
|----|---|---|
| 1. | Instrument: Patent
Grantor: Unites States of America
Grantee: Grace S. Bishop
Dated: July 8, 1912
Book: 60 | Recorded: May 7, 1938
Page: 77 |
| 2. | Instrument: Final Decree
Grantor: Grace S. Bishop (Plaintiff)
Grantee: H. M. Seitzinger (Defendant)
Dated: August 20, 1920
Book: 64 | Recorded: August 24, 1920
Page: 145 |
| 3. | Instrument: Tax Deed
Grantor: San Juan County Treasurer
Grantee: H. M. Seitzinger
Dated: September 6, 1919
Book: 56 | Recorded: September 6, 1919
Page: 205 |
| 4. | Instrument: Tax Deed
Grantor: San Juan County Treasurer
Grantee: H. M. Seitzinger
Dated: September 10, 1919
Book: 56 | Recorded: September 10, 1919
Page: 206 |

5. Instrument: Agreement
 Grantor: Grace S. Bishop
 Grantee: A. C. Kittell
 Dated: December 19, 1925
 Book: 84
 Recorded: March 20, 1930
 Page: 712
6. Instrument: Quitclaim Deed
 Grantor: John A. Wilmer
 Grantee: George Salmon
 Dated: March 1, 1943
 Book: 100
 Recorded: March 12, 1943
 Page: 406
7. Instrument: Quitclaim Deed
 Grantor: A. C. Kittell and Virginia A. Kittell
 Grantee: The Aerex Company
 Dated: November 20, 1942
 Book: 102
 Recorded: November 23, 1942
 Page: 357
8. Instrument: Final Decree
 Grantor: In the Matter of the Estate of Grace B. Salmon, deceased
 Reference: PC 761
 Dated: March 1, 1943
 Book: 102
 Recorded: March 1, 1943
 Page: 388
9. Instrument: Judgment
 Grantor: The Aerex Company (Plaintiff)
 Grantee: J. F. Hechtman, et al (Defendants)
 Dated: April 5, 1943
 Book: 102
 Recorded: April 14, 1943
 Page: 396
10. Instrument: Warranty Deed
 Grantor: Grace B. Salmon
 Grantee: The Aerex Company
 Dated: January 15, ~~1940~~
 Book: 105 *1942*
 Recorded: June 30, 1942
 Page: 592
11. Instrument: Grant of Right of Way Easement
 Grantor: George Salmon
 Grantee: County of San Juan, State of New Mexico
 Dated: October 7, 1946
 Book: 107
 Recorded: October 15, 1946
 Page: 81
12. Instrument: Grant of Right of Way Easement
 Grantor: George Salmon
 Grantee: County of San Juan, State of New Mexico
 Dated: April 2, 1947
 Book: 107
 Recorded: September 22, 1947
 Page: 107
13. Instrument: Grant of Right of Way Easement
 Grantor: George Salmon
 Grantee: County of San Juan, State of New Mexico
 Dated: April 20, 1949
 Book: 107
 Recorded: April 20, 1949
 Page: 119

14. Instrument: Grant of Right of Way Easement
 Grantor: George Salmon
 Grantee: County of San Juan, State of New Mexico
 Dated: April 20, 1949
 Book: 107
 Recorded: April 20, 1949
 Page: 120
15. Instrument: Right of Way Easement
 Grantor: George Salmon
 Grantee: Basin Light and Power Company
 Dated: July 10, 1950
 Book: 141
 Recorded: July 31, 1950
 Page: 206
16. Instrument: Judgment
 Grantor: George Salmon (Plaintiff)
 Grantee: A. C. Kittell, et al (Defendants)
 Dated: January 26, 1951
 Book: 154
 Recorded: March 1, 1951
 Page: 187
17. Instrument: Order
 Grantor: In the Matter of the Estate of Grace B. Salmon, deceased
 Reference: PC 761
 Dated: April 16, 1951
 Book: 156
 Recorded: April 16, 1951
 Page: 135
18. Instrument: Warranty Deed
 Grantor: George Salmon
 Grantee: George Salmon and Joe Salmon
 Dated: September 29, 1951
 Book: 168
 Recorded: October 9, 1951
 Page: 254
19. Instrument: Warranty Deed
 Grantor: The Aerex Company
 Grantee: Malco Products, Inc.
 Dated: December 1, 1952
 Book: 199
 Recorded: February 7, 1953
 Page: 231
20. Instrument: Warranty Deed
 Grantor: Joe Salmon
 Grantee: Malco Products, Inc.
 Dated: April 20, 1954
 Book: 245
 Recorded: May 20, 1954
 Page: 219
21. Instrument: Disclaimer
 Grantor: John A. Wilmer
 Dated: December 22, 1954
 Book: 265
 Recorded: January 3, 1955
 Page: 124
22. Instrument: Deed
 Grantor: Malco Products, Inc.
 Grantee: El Paso Natural Gas Products Company
 Dated: January 10, 1956
 Book: 290
 Recorded: January 18, 1956
 Page: 323

23.	Instrument: Bill of Sale and Conveyance Grantor: Malco Products, Inc. Grantee: El Paso Natural Gas Products Company Dated: January 10, 1956 Book: 290	Recorded: January 18, 1956 Page: 324
24.	Instrument: Easement Grantor: El Paso Natural Gas Products Company Grantee: El Paso Natural Gas Company Dated: October 12, 1960 Book: 464	Recorded: October 21, 1960 Page: 263
25.	Instrument: Easement Grantor: The Village of Bloomfield, New Mexico Grantee: El Paso Natural Gas Company Dated: July 20, 1960 Book: 464	Recorded: October 24, 1960 Page: 279
26.	Instrument: Special Warranty Deed Grantor: El Paso Natural Gas Products Company Grantee: Shell Oil Company Dated: March 9, 1964 Book: 578	Recorded: June 19, 1964 Page: 232
27.	Instrument: Warranty Deed Grantor: El Paso Natural Gas Products Company Grantee: Naturita Supply Company, Inc. Dated: December 14, 1965 Book: 618	Recorded: December 20, 1965 Page: 58
28.	Instrument: Bill of Sale Grantor: Naturita Supply Company, Inc. Grantee: Plateau, Inc. Dated: December 10, 1965 Book: 618	Recorded: December 30, 1965 Page: 164
29.	Instrument: Warranty Deed Grantor: Naturita Supply Company, Inc. Grantee: Plateau, Inc. Dated: December 27, 1965 Book: 618	Recorded: December 30, 1965 Page: 165
30.	Instrument: Warranty Deed & Bill of Sale Grantor: El Paso Products Company Grantee: Kimbell Corporation Dated: November 1, 1966 Book: 639	Recorded: October 26, 1966 Page: 125

31. Instrument: Conveyance of Oil and Gas Properties
 Grantor: Kimbell Properties, Inc.
 Grantee: Kimbell, Inc.
 Dated: May 1, 1969
 Book: 673
 Recorded: June 18, 1969
 Page: 168
32. Instrument: Conveyance of Mineral Interests and Assignment of Working Interests
 Grantor: A. L. Scott, et al, Executors of the Estate of Kay Kimbell, Deceased
 Grantee: Kimbell, Inc.
 Dated: April 28, 1969
 Book: 673
 Recorded: June 18, 1969
 Page: 169
33. Instrument: Special Warranty Deed
 Grantor: Shell Oil Company
 Grantee: Shell Pipe Line Corporation
 Dated: December 31, 1969
 Book: 679
 Recorded: January 19, 1970
 Page: 563
34. Instrument: Warranty Deed
 Grantor: Plateau, Inc.
 Grantee: City of Farmington Electric Utility System
 Dated: September 21, 1972
 Book: 710
 Recorded: October 17, 1972
 Page: 351
35. Instrument: Warranty Deed
 Grantor: Plateau, Inc.
 Grantee: City of Farmington Electric Utility System
 Dated: November 16, 1972
 Book: 712
 Recorded: November 22, 1972
 Page: 77
36. Instrument: Quitclaim Deed
 Grantor: City of Farmington Electric Utility System
 Grantee: Shell Pipeline Company
 Dated: November 16, 1972
 Book: 712
 Recorded: November 22, 1972
 Page: 78
37. Instrument: Right of Way Easement
 Grantor: Plateau, Inc.
 Grantee: The City of Farmington Electric Utility System and Mountain States Telephone & Telegraph Company
 Dated: October 26, 1981
 Book: 926
 Recorded: December 28, 1981
 Page: 581
38. Instrument: Second Mortgage
 Grantor: Giant Industries, Inc., et al
 Grantee: The Valley National Bank of Arizona
 Dated: March 29, 1982
 Book: 934
 Recorded: April 5, 1982
 Page: 21

39.	Instrument:	Quitclaim Deed	Recorded:	April 22, 1982
	Grantor:	Shell Pipe Line Corporation	Page:	15
	Grantee:	Ciniza Pipe Line Inc.		
	Dated:	March 30, 1982		
	Book:	935		
40.	Instrument:	Assignment	Recorded:	April 22, 1982
	Grantor:	Shell Pipe Line Corporation	Page:	16
	Grantee:	Ciniza Pipe Line Inc.		
	Dated:	March 30, 1982		
	Book:	935		
41.	Instrument:	Quitclaim Deed	Recorded:	May 6, 1983
	Grantor:	Ciniza Pipe Line, Inc.	Page:	73
	Grantee:	Giant Industries, Inc.		
	Dated:	May 1, 1983		
	Book:	963		
42.	Instrument:	Quitclaim Deed	Recorded:	May 6, 1983
	Grantor:	Giant Industries, Inc.	Page:	75
	Grantee:	Ciniza Pipe Line, Inc.		
	Dated:	May 1, 1983		
	Book:	963		
43.	Instrument:	Quitclaim Deed	Recorded:	May 6, 1983
	Grantor:	Ciniza Pipe Line, Inc.	Page:	228
	Grantee:	Giant Industries, Inc.		
	Dated:	May 1, 1983		
	Book:	965		
44.	Instrument:	Deed	Recorded:	November 9, 1984
	Grantor:	Plateau, Inc.	Page:	595
	Grantee:	Bloomfield Refining Company		
	Dated:	November 1, 1984		
	Book:	1003		
45.	Instrument:	Special Warranty Deed	Recorded:	November 19, 1984
	Grantor:	Bloomfield Refining Company	Page:	125
	Grantee:	Thriftway Marketing Corporation		
	Dated:	November 1, 1984		
	Book:	1005		
46.	Instrument:	Corrective Deed	Recorded:	January 7, 1985
	Grantor:	Plateau, Inc.	Page:	159
	Grantee:	Bloomfield Refining Company		
	Dated:	December 28, 1984		
	Book:	1008		
47.	Instrument:	Corrective Deed	Recorded:	January 8, 1985
	Grantor:	Bloomfield Refining Company	Page:	199
	Grantee:	Thriftway Marketing Corporation		
	Dated:	January 4, 1985		
	Book:	1008		

48.	Instrument:	Mortgage		
	Grantor:	Thriftway Marketing Corporation		
	Grantee:	First National Bank in Albuquerque		
	Dated:	February 6, 1985	Recorded:	February 25, 1985
	Book:	1013	Page:	157
49.	Instrument:	Quitclaim Deed		
	Grantor:	Thriftway Marketing Corporation		
	Grantee:	Clayton Investment Company		
	Dated:	March 26, 1985	Recorded:	May 8, 1985
	Book:	1018	Page:	364
50.	Instrument:	Right-of-Way Easement		
	Grantor:	Giant Industries, Inc.		
	Grantee:	The City of Farmington Electric Utility System and Mountain States Telephone & Telegraph Company		
	Dated:	January 23, 1986	Recorded:	January 31, 1986
	Book:	1037	Page:	393
51.	Instrument:	Lease Agreement		
	Lessor:	City of Farmington		
	Lessee:	Manana Gas, Inc.		
	Dated:	March 13, 1987	Recorded:	March 18, 1987
	Book:	1066	Page:	146
52.	Instrument:	Right of Way and Easement		
	Grantor:	City of Farmington		
	Grantee:	El Paso Natural Gas Company		
	Dated:	November 11, 1987	Recorded:	December 31, 1987
	Book:	1083	Page:	437
53.	Instrument:	Bill of Sale		
	Grantor:	Thriftway Co., a/k/a Thriftway Oil Company		
	Grantee:	Thriftway Pipeline Transportation Corp.		
	Dated:	November 15, 1988	Recorded:	April 10, 1989
	Book:	1101	Page:	290
54.	Instrument:	Assignment		
	Grantor:	Thriftway Co., a/k/a Thriftway Oil Company		
	Grantee:	Thriftway Pipeline Transportation Corp.		
	Dated:	November 15, 1988	Recorded:	April 10, 1989
	Book:	1101	Page:	293
55.	Instrument:	Assignment		
	Grantor:	Thriftway Co., a/k/a Thriftway Oil Company		
	Grantee:	Thriftway Pipeline Transportation Corp.		
	Dated:	November 15, 1988	Recorded:	April 10, 1989
	Book:	1101	Page:	294

56. Instrument: Assignment
 Grantor: Thriftway Co., a/k/a Thriftway Oil Company
 Grantee: Thriftway Pipeline Transportation Corp.
 Dated: November 15, 1988 Recorded: April 10, 1989
 Book: 1101 Page: 295
57. Instrument: Declaration of Vacation and Abandonment
 Grantor: New Mexico State Highway and Transportation Dept.
 Dated: November 13, 1996 Recorded: November 18, 1996
 Book: 1229 Page: 491
58. Instrument: Quitclaim Deed
 Grantor: Burlington Resources Oil & Gas Company
 Grantee: Thriftway Corporation
 Dated: June 28, 1999 Recorded: July 16, 1999
 Book: 1284 Page: 920
59. Instrument: Right of Way Easement
 Grantor: Clayton Investment Company
 Grantee: The City of Farmington Electric Utility System and Mountain States Telephone
 & Telegraph Company
 Dated: January 13, 2000 Recorded: March 10, 2000
 Book: 1298 Page: 578

NOTE: Instruments not specifically listing the subject property, released Mortgages and/or the releases thereof have been omitted.

LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THIS SERVICE.

NEW MEXICO TITLE COMPANY


 Nel Knepp
 Senior Title Officer

Encls.
 cc:file

07744

The United States of America

To All to Whom These Presents Shall Come, Greeting:

Whereas, a Certificate of the Register of the Land Office at *Santa Fe, New Mexico*, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Trace R. Bishop*

has been established and duly consummated, in conformity to law, for the *Southwest Quarter of the Southwest Quarter of section 21 and the West Half of the West Quarter and the Southeast Quarter of the North West Quarter of Section Twenty-two in Township Twenty-nine North of Range Eleven West of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,*

according to the Official Plat of the Survey of the said Land returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant...the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant... forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States; reserving, also, to the United States all coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the *act of March 3, 1909 -- 35 Stat., 844--*

In Testimony Whereof, I, *William H. Taft*, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the City of Washington, the *Eighth* day of *July* in the year of our Lord one thousand nine hundred and *Twelve* and of the Independence

STATE OF NEW MEXICO, ss. County of San Juan. I hereby certify that this instrument of the United States the one hundred and *Thirtieth* day of *July* 190*2* at *11:50* o'clock *A.M.* and duly recorded in Book *60* page *17* of the records of said county. *John M. Hollings* Clerk and ex-officio Recorder. *W. H. Loring* Deputy.



By the President: *W. H. Taft*
By: *M. P. LeRoy* Secretary.
J. M. Searles Recorder of the General Land Office.

RECORDED: Patent Number *282520*

INDEXED AND COMPARED

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF SAN JUAN AND STATE OF NEW MEXICO.

STATE OF NEW MEXICO, ss. County of San Juan.

Grace S. Bishop, Plaintiff

vs.

No. 1290

I hereby certify that this instrument was filed for record on the 24th day of August, 1920 at 2 o'clock P. M. and duly recorded in Book 64 page 145 of the Records of said county.

H.M. Seitzinger, Defendant

FINAL DECREE.

R.W. Bergin, Probate Clerk and ex-officio recorder.

The above cause having come on to be tried before the Court at the Special April 1920 Term of said Court, and the said parties being present in person and represented by their Attorneys and the Court having heard the testimony presented by said parties and the arguments of Counsel and now being sufficiently advised in the premises makes the following finding of facts:-

- (1) That process was duly served upon the Defendant in said cause, and that the said Defendant has entered his appearance and plead to the Complaint herein; that the Court has jurisdiction of the person of the said Defendant and of the subject matter hereof;
(2) That the Plaintiff is the absolute owner in Fee Simple of the lands described in her Complaint and hereinafter set out;
(3) That the Defendant has no right, title, interest or estate in or to said lands or any part thereof;
(4) That the Court finds the issues herein in favor of the Plaintiff and against the Defendant;

and as a Conclusion of Law the Court finds

That the plaintiff is entitled to the Decree of this Court quisting her title to said lands as against any claim or demand of the Defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court in the above cause that the title of the said PLAINTIFF, GRACE S. BISHOP in and to the said premises to-wit:

"THE SOUTH WEST QUARTER of the SOUTHWEST QUARTER of SECTION FIFTEEN and the WEST HALF of the NORTH WEST QUARTER and the SOUTH EAST QUARTER of the NORTH WEST QUARTER of SECTION TWENTY TWO, all in TOWNSHIP TWENTY NINE NORTH OF RANGE ELEVEN WEST, of the NEW MEXICO MERIDIAN, SAN JUAN COUNTY, STATE OF NEW MEXICO, be and the same is hereby forever settled and quisted in the PLAINTIFF, Grace S. Bishop, as against all claims or demands in Law or in Equity by the said above named Defendant, H.M. Seitzinger in and those to claim or claiming by, through or under him; and it is further ORDERED, ADJUDGED and DECREED that the said Defendant, H.M. Seitzinger and those claiming or to claim by, through or under him be and he, she and they are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said premises or any part thereof and from commencing any suit at law or in Equity to disturb said Plaintiff in the said title thereto and from setting up any claim or interest or estate therein adverse to the title of the PLAINTIFF herein and from disturbing the Plaintiff in the quiet and peaceable enjoyment of said described premises.

Done in open Court at Aztec, New Mexico this 20th day of August 1920.

Reed Holloman

Judge

STATE OF NEW MEXICO, ss. County of San Juan.

I, the undersigned, clerk of the District Court for the First Judicial District of the State of New Mexico, within and for the County of San Juan, do hereby certify that the above and foregoing is a true, correct and complete transcript and copy of Final Decree entered in the above entitled cause, as appears from the records and files in my said office.

Witness my hand and the seal of said court this 21st day of August 1920.

(SEAL)

R.W. Bergin, Clerk

56-205

TAX DEED.

Probate Clerk and ex-officio Treasurer
of the County of San Juan
I hereby certify that this instrument was filed
for record on the 27th 6th day of
September 1919
at 10 o'clock A. M., and duly re-
corded in Book 56 page 205
of the Records of said county
R. W. Bergin
Probate Clerk and ex-officio Treasurer.

THIS INDENTURE, Made this day of September in the year of our Lord one thousand nine hundred and nineteen, by and between A. B. McClure, Treasurer and Ex-officio Collector of the County of San Juan in the State of New Mexico, of the first part, and H. M. Seitzinger a resident of the County of San Juan in the State of New Mexico, of the second part, Witnesseth:

That Whereas the party of the second part has presented to the party of the first part a certificate of sale, bearing date of the first day of October A.D., 1919, and executed by R. W. Heflin as Treasurer and Ex-Officio Collector of the county aforesaid, which certificate contains a description of property sold, the same as hereinafter set forth, and states that the same was assessed against Grace Bishop, that sixty one and 26/100 dollars was the amount paid therefor, that it was sold for taxes, that the amount and year for which taxes were assessed were, Fifty Seven and 36/100 dollars and the year 1913, that the amount of interest, penalties and costs was Four dollars, that the date of sale was October 1st 1914, that the consideration or amount paid at such sale was Sixty One and 26/100 and the number of said certificate was 730 dollars, and that the purchaser at said sale was The County of San Juan, and the said certificate was assigned to the said T. A. Pierce Sept 2nd 1919

And Whereas no person has redeemed said property, therefore in consideration of the premises and in consideration of the sum of one dollar, the fee authorized by law, receipt whereof is hereby acknowledged, the party of the party of the first does hereby grant, bargain, sell, set over; transfer and convey to the said,

H. M. Seitzinger party of the second part, and to his heirs and assigns forever, all that lot, piece or parcel of land in the county and state aforesaid, described as follows, to-wit:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 15 Township 29 N. Range 11 W Also W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22 Township 29 N Range 11 W N M P M

together with all the right, title and interest and estate of said Grace Bishop in and to the land hereby conveyed and also all the right, title, interest and claim of the state and county thereto.

To Have and to Hold all and singular the above described premises, together with the appurtenances, unto the said party of the second part and her heirs and assigns forever.

In witness whereof I hereunto set my hand, in the county aforesaid, the day and year first hereinbefore written.

A. B. McClure,
Treasurer and Ex-Officio Collector.
County of

State of New Mexico) ss.
County of San Juan)

On this sixth day of September, 1919, before me, R. W. Bergin County Clerk in and for the county and state aforesaid, personally appeared A. B. McClure, known to me to be the Treasurer and Ex-officio Collector of the county aforesaid and the person named in and who signed the foregoing deed, and acknowledged that he executed the same, as such treasurer and ex-officio collector, as his free act and deed.

IN WITNESS whereof I hereunto set my hand and official seal the day and year last above written.

R. W. Bergin, County Clerk.

(SEAL)

TAX DEED

STATE OF NEW MEXICO)
 County of San Juan,) ss.
 I hereby certify that this instrument was filed
 for record on the 10th day of
September 1919
 at 4 o'clock P. and duty re-
 corded in Book 56 page 206
 of the Records of said county.
R. W. Bergin
 Probate Clerk and ex-officio recorder.

700
 10
 206

THIS INDENTURE, Made this tenth day of September in the year of our Lord one thousand nine hundred and nineteen, by and between A. B. McClure Treasurer and Ex-officio Collector of the County of SAN JUAN in the State of New Mexico, of the first part, and H. M. Seitzinger, a resident of the County of San Juan in the State of New Mexico, of the second part, Witnesseth:
 That Whereas the party of the second part has presented to the party of the first part a certificate of sale, bearing date of the first day of October A. D. 1914, and executed by R. W. Hefflin as Treasurer and Ex-officio Collector of the county of aforesaid, which certificate contains a ~~tax~~ description of property sold, the same as hereinafter set forth, and states that the same was assessed against

Grace Bishop, that Sixty one & 26/100 dollars was the amount paid therefor, that it was sold for taxes, that the amount and year for which taxes were assessed were fifty seven & 26/100 dollars and the year 1913, that the amount of interest, penalties and costs was four dollars, that the date of sale was October 1st 1914, that the consideration or amount paid at such sale was Sixty one and 26/100 dollars, and that the purchaser at said sale was the County of San Juan and the said certificate was assigned to T. A. Pierce Sept 2nd 1919 and later to H. M. Seitzinger
 And Whereas no person has redeemed said property, therefore in consideration of the premises and in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell, set over; transfer and convey to the said H. M. Seitzinger party of the second part, and to his heirs and assigns forever, all of that lot, piece or parcel of land in the county and state aforesaid, described as follows, to-wit:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 15 Township 29 N. Range 11 W. Also W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22 Township 29 N. Range 11 W. N, M. P. M.

together with all the right, title and interest and estate of the said Grace Bishop in and to the land hereby conveyed and also all the right, title, interest and claim of the state and county thereto.
 To Have and to Hold all and singular the above described premises, together with the appurtenances, unto the said party of the second part and her heirs and assigns forever.

In witness whereof I have hereunto set my hand, in the county aforesaid, the day and year first hereinbefore written.

A. B. McClure
 Treasurer and Ex-officio Collector
 County of San Juan

State of New Mexico)
 County of San Juan) ss.

On this 10th day of September, 1919, before me, R. W. Bergin, County Clerk in and for the county and state aforesaid, personally appeared A. B. McClure known to me to be the Treasurer and Ex-officio Collector of the county aforesaid and the person named in and who signed the foregoing deed, and acknowledged that he executed the same, as such treasurer and ex-officio collector, as his free act and deed.

IN WITNESS whereof I hereunto set my hand and official seal the day and year last above written.

(SEAL)

R. W. Bergin,
 County Clerk

712

STATE OF NEW MEXICO)
County of San Juan) ss.

AGREEMENT.

I hereby certify that this instrument was filed for record on the 20th day of March 1930 at 9:30 o'clock A.M. and duly recorded in book 24 page 712 of the Records of said county.

This AGREEMENT made and entered into this 19th day of December 1925 by and between

Grace S. Bishop, a single woman,
Party of the 1st. part, and

A.C. Kittell..... Party of the 2nd. part,

J. C. Lanier.....
Probate Clerk and ex-officio Recorded
Leta E. Lanier.....
Deputy

WITNESSETH, That Whereas the party of the 2nd part operates an Oil Refinery of the lands hereafter described and the 1st. party desires the operation of the same to continue;

Now, therefore, in consideration there-

of and of the covenants and conditions as hereinafter set out the party of the 1st. part does hereby demise and lease to the party of the 2nd part his heirs and assigns 2 1/2 acres in the NE Corner of the NW 1/4 NW 1/4 of Section 22 and 2 1/2 acres in the SE Corner of the SW 1/4 SW 1/4 of Section 15, all in Twp 29 North of Range 11 West San Juan County, New Mexico; the said 5 acre tract to be in the form of a square for the purpose of operating and maintaining an Oil Refinery, with the necessary buildings, structures and equipment, and for such period of time as the same may so continue to be operated and maintained; subject however to the following terms and conditions to-wit:

The 2nd party agrees to pay all taxes levied and assessed against the said land, so as to protect the same from all tax sales, and in the event the production from the said plant shall exceed 250 bbls per day the 2nd party shall further pay to the 1st party a sum equal to 10% of the assessed valuation of the said land annually and further agrees to maintain a fence around the said lands and further subject to the right of the 1st party to test the wells on said premises and the right of ingress and egress for such purpose.

This conveyance of lease is subject to the express condition that in the event of the abandonment of the said plant as a refinery and the removal of the machinery in use therefor this Lease shall cease and determine, the same shall be and become null and void and the above described lands shall thereupon revert to the party of the 1st part, her heirs and assigns, and the 2nd party shall have a reasonable time to remove all buildings and material from the said lands belonging to him or his assigns.

In Witness whereof the parties hereto have hereunto set their hands and affixed their seals the day and year above written.

Grace S. Bishop.....(seal)

A.C. Kittell.....(seal)

STATE OF NEW MEXICO)
COUNTY OF SAN JUAN) ss.

Before me a Notary Public in and for the County of San Juan and State aforesaid personally appeared Grace S. Bishop, a single woman and A. C. Kittell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial seal this 30th day of December 1925.

My Commission expires March 22, 1927.

J.W. James
Notary Public.

(Seal)

INDEXED
AND
COMPARED

RECORD OF QUIT-CLAIM DEEDS

No. _____
TO _____

THIS INDENTURE, Made this 1st day of March in the year of our Lord one thousand nine hundred and forty three, between John A. Wilmer, devisee under the last will and testament of Grace B. Salmon, deceased part y of the first part and George Salmon, surviving husband of said Grace B. Salmon, deceased part y of the second part:

STATE OF NEW MEXICO,)
County of San Juan,) ss.
I hereby certify that this instrument was filed for record on the 12 day of March, 1943 at 9:00 o'clock A. M., and duly recorded this 12 day of March, 1943
Virginia A. Kittell
Probate Clerk and ex-officio Recorder.
Deputy.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One and other valuable considerations Dollars, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit-claim unto the said part y of the

second part, and to his heirs and assigns all those certain lots, piece s or parcel s of land situated in the County of San Juan and State of New Mexico, and bounded and particularly described as follows, to-wit:

The West half of the Northwest quarter of Section twenty-two (less five acres thereof in the northeast corner) and the South thirty (30) acres of the southeast quarter of the northwest quarter of Section twenty-two (22) all in Township twenty-nine (29) North of Range Eleven (11) West, N. M.P.M.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said part y of the second part, and unto his heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
John A. Wilmer (Seal)
(Seal)
(Seal)

STATE OF NEW MEXICO,)
County of San Juan,) ss.
on this 12 day of March, 1943, before me personally appeared John A. Wilmer personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
WITNESSETH, I have hereunto set my hand and affixed my official seal the day and year first above written.

to claim the whole or any part, thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: M.L. Thompson Secretary.

THE VAN KLEECH-BACON INVESTMENT COMPANY, By Ross Bray Vice-President.

(Corp-Seal).

STATE OF COLORADO,) SS. CITY & County of DENVER.)

55¢ in Documentary Stamps Cancelled H.C.P. 11/23/42.

I, Carl M. Baack in and for said City & County, in the State aforesaid, do hereby certify that Ross Bray and M.L. Thompson, who are personally known, to me to be the same persons whose names are subscribed to the foregoing Deed as having executed the same respectively as Vice President and Secretary of The Van Kleeck-Bacon Investment Company, a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said Ross Bray, is the Vice President of said corporation, and the said M.L. Thompson, is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as Vice President and Secretary, and that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Seal). Given under my hand and official seal, this fifth day of September, A.D. 1933. My commission expires November 2nd, 1935.

Carl M. Baack Notary Public.

Recorded this 23rd., day of November, A.D. 1942, 10 o'clock A.M.

Chas. F. Holly-County Clerk By Leta E. Lanier-Deputy.

Reception No. 102.

INDEXED and COMPARED

STATE OF NEW MEXICO,) ss. County of Santa Fe) Filed for record this 23rd day of November 1942. at 3:30 P.M. Book 102 Page 357 of the Public Records.

.....end..... QUITCLAIM DEED Form 12.

THIS INDENTURE, Made the 20th day of November in the Year of Our Lord One Thousand Nine Hundred and Forty-two, between A.C. Kittell and Virginia A. Kittell, his wife..... parties of the first part, and The Aerex Company, a New Mexico Corporation the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ...Ten.....Dollars, lawful money of the United States of America, to them in hand paid

by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, demise, release and forever quitclaim, unto the said party of the second part and to its heirs and assigns.. all the.. certain lot.. piece, or parcel, of land situated in the County of San Juan, and State of New Mexico, and bounded and particularly described as follows, to-wit:

Five (5) acres in the form of a square, occupying the Northeast (NE) Corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) in Section Twenty-two (22) of Township Twenty-nine (29) North of Range eleven (11) West, N.M.P.M.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals Signed, Sealed and Delivered in the Presence of: the day and year first above written.

A.C. Kittell (Seal). Virginia A. Kittell (Seal).

STATE OF NEW MEXICO,) (SS. County of San Juan)

On this 23 day of November, 1942, before me personally appearedA.C. Kittell and Virginia A. Kittell..... to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Mary K. Taylor Notary Public.

My commission expires Oct. 21, 1943.

(Seal).

.....End.....

STATE OF NEW MEXICO, } ss.
County of San Juan
I hereby certify that this instrument was
filed for record on the _____ day of
March, 1943
at 11:00 o'clock A.M. and duly re-
corded in book _____ page _____
of the Records of said county.

Virginia A. Kittell
Probate Clerk and ex-officio Recorder.
Lisa Dial
Deputy

IN THE PROBATE COURT OF SAN JUAN COUNTY NEW MEXICO.

IN THE MATTER OF THE ESTATE OF
GRACE B. SALMON, DECEASED.
JOHN A WILMER AND GEO. F.
BRUNTINGTON, EXECUTORS.

No. 761.

FINAL DECREE.

This cause comes on for hearing and determination in open Court this 1st day of March, 1943, upon the Final Report and Accounting of the Executors heretofore filed and under the Order heretofore made for hearing at this time and place.

The Court, based on the report and evidence now introduced, and being fully advised in the premises, doth:

FIND, ADJUDGE, DETERMINE AND DECREE.

1. That Grace B. Salmon, being the same person as Grace B. Bishop, departed this life on the 21st day of April, 1942, leaving her last Will and Testament, which was duly filed in this Court and was probated herein, after all notices required by law, had been had and given, said notices including posting at the front door of the Court House in Aztec, New Mexico, publication of notice in Aztec Independent-Review, legal newspaper of general circulation published weekly in San Juan County, and by written appearance of beneficiaries and devisees therein, John A. Wilmer and George Salmon, as appears by proofs thereof on file herein.
2. That John A. Wilmer of Durango, Colorado and Geo. F. Bruntington were appointed as Executors undersaid Will, and each duly qualified and as Joint Executors they are notice of their appointment, and notice to creditors to present claims, by publication of notice in the main issues of said newspaper of dates July 3rd, 10th, 17th and 24th, 1942, as is shown by publishers affidavit and proof thereof on file herein.
3. That notice of this hearing at this time and place has been had and given as by law required, including notice thereof posted at the front door of the Court House in Aztec, New Mexico, as is shown by the Certificate of this Court on file herein; by publication of notice thereof in said newspaper in issues thereof of January 15th, 22nd and 29th and February 5th, 1943, as is shown by publishers affidavit and proof thereon on file herein, and by written acceptance of notice of this hearing signed by John A. Wilmer and George Salmon, named as devisees in said Will.
4. That the Court herein has jurisdiction of the subject matter and of all parties in interest.
5. That the Executors filed inventory of the estate property as the same existed in this jurisdiction, the property situated in Colorado, mentioned in said Will, having been disposed of by the deceased prior to her death.
6. That said inventories property was duly appraised, as is shown by appraisal thereof as filed herein and said Appraisal was submitted to the New Mexico State Bureau of Revenue for determination of estate "Succession Taxes" and said Bureau of date January 20th, 1943, issued its Certificate of "No Tax Due" and by reason thereof it is determined and decreed that this estate is not liable to the State of New Mexico for payment of Succession Taxes.
7. That the Executors have made disposition (gifts) of certain of the personal property and effects as provided by said Will.
8. That the remains of deceased were interred in Greenmont Cemetary and contract of perpetual care of the Cemetary Lot was obtained, and is filed herein, executed by the Masonic Lodge of Durango, No. 46, all as provided by said Will.
9. Under the terms and conditions of said probated Will the residuary property of said estate was devised to John A. Wilmer of Durango, Colorado and George Salmon, surviving husband of deceased.
10. At the time of her death the deceased, Grace B. Salmon, formerly Grace B. Bishop, was the owner in fee of real estate situated in San Juan County, New Mexico, described as:
"West half of Northeast Quarter of Section twenty-two (22) less five (5) acres thereof situated in the Northeast Corner, and the South thirty (30) acres of the Southeast Quarter of the Northwest Quarter of said Section Twenty-two (22), all in Township Twenty nine (29) North of Range Eleven (11) West N.M.P.M., containing 105 acres, less public roads." with water rights appurtenant.
11. That probate of said Will of said Grace B. Salmon is hereby confirmed and thereunder said John A. Wilmer and said George Salmon are decreed owners of said real estate, share and share alike, as well as owners of all real estate, as owned by the deceased at the time of her death, wherever the same be situated, and whether herein described or otherwise, or whether correctly or in correctly described.
12. That all notice required by law in connection with the probate of said Will and the administration of the estate have been duly had and given. No protest or objection has been made or filed as to the probate of said Will, nor as to the Administration of this estate or as to said Final Report. The time has elapsed for creditors to file claims, and all claims filed and expenses of administration have been paid and no reason exists why the estate should not be closed.

WHEREFORE, It is further Ordered and Decreed that said Final Report of said Executors be and the same is ratified, approved and confirmed, and said Executors, John A. Wilmer and Geo. F. Bruntington, are discharged, released and exonerated.

By the Court.

Attest:
Virginia A. Kittell
Clerk of said Court.
(Seal)

J. M. Thomas
Probate Judge.

INDEXED
RECORDED
MAR 10 1943

STATE OF NEW MEXICO ss.

STATE OF NEW MEXICO: COUNTY OF SAN JUAN DISTRICT COURT

County of San Juan
I hereby certify that this instrument was
filed for record on the 11th day of
April, 1943, at 2:00 o'clock P.M., and duly re-
corded in book 102 page 308
of the Records of said county.

Virginia A. Kittell

Liska Dial
Deputy

The Aerex Company, a Corporation,
Plaintiff.

vs

J.F. Hechtman, if living, if de-
ceased, the unknown heirs of J.F.
Hetchman, deceased;
John Kellenberger, if living, if
deceased, the unknown heirs of John
Kellenberger, deceased;
W.H. Sheets, if living, if deceased,
the unknown heirs of W.H. Sheets,
deceased;
R.M. Smith, if living, if deceased,
the unknown heirs of R.M. Smith, deceased;
Bradley Cox, if living, if deceased, the unknown heirs of Bradley
Cox, deceased;
C.E. McCugh, if living, if deceased, the unknown heirs of C.E.
McCugh, deceased;
John A. Pierce, owner of the assets of the estate of T.A. Pierce,
deceased;
B.N. Freeman, Trustee of the San Juan Water Company;
B.N. Freeman, Trustee of San Juan Canal Company;
The San Juan Water Company, a Corporation;
The San Juan Canal Company, a Corporation;
The Bloomfield Oil & Gas Company, a corporation;
Bloomfield Gas & Oil Corporation; Bloomfield Oil & Gas Company, a
Hillstrom & Fisher, a Copartnership. Corporation;
Fidelity Oil Corporation, and all unknown claimants of interest
in the premises adverse to plaintiff.
Defendants.

No. 02042.

Quiet Title Action

JUDGMENT

This cause comes on for hearing and determination in Open Court, at Aztec, New Mexico, this 5th day of April, 1943, upon the motion of the plaintiff asking entry of Judgment against all defendants herein; Hillstrom & Fisher, copartners, and John A. Pierce, defendants having filed their appearance herein and their disclaimer of any right, title or interest in the premises herein involved, and Attorney H.C. Palmer of Aztec, New Mexico, heretofore appointed by the Court to appear for and represent those of defendants who may be in the Military Service of the United States, has entered appearance herein for and upon behalf of such defendants, and the Clerk of this Court having issued Certificate showing the default and non appearance of the remaining and other defendants, and Geo. F. Brington now appearing upon behalf of the plaintiff, and plaintiff having made proof of the truth of the allegations contained in its complaint, and the Court, being fully advised in the premises, Finds;

1. That each and all of the Defendants named in this action have been duly and regularly served with process and notice of the pendency of this action as required by law, including notice by publication, had in main issues of Aztec Independent-Review, a newspaper published weekly in San Juan County, New Mexico, and of general circulation, which notice was published in the English language in said newspaper in issues thereof of dates February 5th, 12th, 19th and 26th, 1943, with date for appearance, by the defendants, set for the 22nd day of March, 1943, as is shown and proven by publishers affidavit filed in this cause.
2. That Hillstrom & Fisher, copartners, and John A. Pierce, defendants, have entered their respective appearance herein and filed their written disclaimers, wherein they disclaim any right, title or interest in or to the premises herein involved.
3. That Mr H.C. Palmer, an Attorney of this Court, heretofore by the Court appointed to appear for and represent those of the defendants who may be in the Military Service of the United States, has, on behalf of such defendants, made filing herein and therein shown that none of such defendants have any right, title or interest in or to the premises herein involved, as owned by plaintiff.
4. Plaintiff in its complaint filed herein alleges that the places of residence's, post Office address' and whereabouts of defendants J. F. Hetchman, John Kellenberger, W.H. Sheets, R.M. Smith, Bradley Cox, C.E. McCugh, were unknown to it, and plaintiff had no knowledge as to whether said named defendants were alive or dead, but if they or any of them were alive, none of them had any right, title, interest or claim, adverse to plaintiff, in or to the premises and real estate herein involved, and also plaintiff alleged that if the said defendants were deceased, or if any of them were deceased, that the names of their respective heirs were unknown, as was also their respective place of residence's, post office address' and whereabouts, and if there were any such unknown heirs, they or none of them, had any right, title, interest or claim, adverse to the plaintiff, in or to the real estate and premises involved in this action.

That said allegations are found true and correct, and proven, and the Court finds that none of said named defendants, if alive, or if any of them be dead, then none of their heirs, now unknown to plaintiff, have any right, title, interest or claim in or to said real estate and premises herein involved, as against the title thereto vested in the plaintiff.

5. Plaintiff alleged in its complaint that the following defendants, to-wit; The San Juan Water Company, a corporation; The San Juan Canal Company, a corporation; The Bloomfield Oil & Gas Company, a corporation; Bloomfield Oil & Gas Company, a corporation; The Bloomfield Gas & Oil Corporation and Fidelity Oil Corporation, are each and all defunct corporations, with no Registered Agent in the State of New Mexico, and with no Agents, or Agent, or no officers or directors, and as corporations, or otherwise, none of said defendants have any right, title, interest or claim, adverse to the plaintiff, in or to the real estate and premises herein involved; That said defendants, and each of them, have been

duly notified of the pendency of this action, and are in default, and the Court finds that said named defendants are in fact defunct corporations, and have no Registered Agent, or agents, officers or directors, and as corporations, or otherwise, said defendants have no right, title, interest or claim on or against, or in, the premises and real estate herein involved, adverse to the title thereto vested in the plaintiff.

6. Plaintiff alleges in its complaint that the place of residence, post office address and whereabouts of defendant B.N. Freeman, as Trustee for the San Juan Water Company, a corporation, and as Trustee for the San Juan Canal Company, a corporation, is unknown, nor is it known whether said B.N. Freeman be alive or dead; That said B.N. Freeman, as Trustee as aforesaid, has no right, title, interest or claim in or to the real estate involved in this action, adverse to the title of the plaintiff, and the Court finds that said claim is true and said B.N. Freeman, as Trustee for said The San Juan Canal Company, and said The San Juan Water Company, had no right, title, interest or claim, adverse to the title of the plaintiff, in and to the real estate involved in this action.

7. That the Attorney heretofore appointed by the Court to appear for and upon behalf of those of the defendants who are in the military service of the United States has, upon behalf of all of such defendants, appeared herein and upon their behalf has filed answer and makes general denial of the allegations contained in plaintiffs complaint and asked that the plaintiff be put to its proof thereof; That the Court by Order previously made and entered herein has permitted plaintiff to proceed to judgment and to introduce its proof's and evidence, as to the truth of its allegations as made in said complaint, and the evidence now introduced by the plaintiff shows, and the Court finds, that none of the defendants to this action, including those who may be, or are, in the military service of the United States, and also including unknown claimants, have any right, title, interest or claim in or to the real estate involved in this action, adverse to the title thereto vested in plaintiff, and plaintiff is entitled to have judgment, as against all defendants herein, as prayed in its complaint.

8. That the Court has jurisdiction of all parties hereto and the subject matter hereof and all allegations contained in plaintiffs complaint are found to be proven and to be true; that plaintiff is entitled to judgment as in its complaint prayed as against all defendants herein, including unknown claimants and those who are in default for want of appearance, answer or other plea or pleading.

9. That plaintiff, the Aerex Company, a corporation organized and existing under the laws of the State of New Mexico is the owner of the fee simple title of and to real estate situated in San Juan County, State of New Mexico, described as follows, to-wit;

Five acres in the form of a square in the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-two (22) in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M.

and the plaintiff has had the open, notorious and adverse possession of said real estate, continuously, and in good faith, through its own title and that of its predecessor in title, for more than ten years last past and none of the defendants herein, including unknown claimants, have any right, title, interest or claim thereto or therein.

WHEREFORE, It is by the Court ORDERED, ADJUDGED and DECREED;

That the findings heretofore made herein are made part hereof and default is entered against those of the defendants who have not entered their appearance herein or not otherwise represented.

That the title of the Aerex Company, a corporation, as against the adverse claims of the defendants, and each of them, to-wit; J.F. Hetchman, if living, if deceased, the unknown heirs of J.F. Hetchman, deceased; John Kollenberger, if living, if deceased, the unknown heirs of John Kollenberger, deceased; W.H. Sheets, if living, if deceased, the unknown heirs of W.H. Sheets, deceased; R.M. Smith, if living, if deceased, the unknown heirs of R.M. Smith, deceased; Bradley Cox, if living, if deceased, the unknown heirs of Bradley Cox, deceased; C.E. McCugh, if living, if deceased, the unknown heirs of C.E. McCugh, deceased; John A. Pierce; B.N. Freeman, Trustee of the San Juan Water Company and Trustee of the San Juan Canal Company; The San Juan Water Company; a corporation; The San Juan Canal Company, a corporation; The Bloomfield Oil & Gas Company, a corporation; Bloomfield Oil & Gas Company, a corporation; the Bloomfield Gas & Oil Corporation; Fidelity Oil Company a corporation, and Hillstrom & Fisher a co-partnership, and all unknown claimants of interest in the premises and real estate in said complaint and herein described, and the adverse claims of all persons, claiming or to claim said real estate or any part thereof, by, through or under said defendants, or any of them, are adjudged and decreed to be invalid and groundless; that plaintiff corporation be and it is hereby declared and decreed, to be the true and lawful owner, absolutely, in fee simple, of the land and real estate described in its complaint filed herein, and described as follows;

Five acres in the form of a square in the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-two (22) in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M.

That the title of said The Aerex Company, a corporation, in and to said real estate be and the same is hereby quieted and forever set at rest against all claims and demands of the said defendants, all and either of them, and all persons claiming by, through or under them or any of them are hereby forever barred and estopped from having or claiming, or setting up any right, title, interest, claim or demand, in or to said real estate, or any part thereof, adverse to the title vested in said plaintiff, The Aerex Company, a corporation.

By the Court,

William J. Barker
District Judge

Attest;

Virginia A. Mittell
Clerk of said Court.

Artec N.M. 4/5/42

RECORDED
&
INDEXED
COMPARED

End

1001

THE DORSEY COMPANY, Notaries, Santa Fe, N.M., 612010

FROM _____
TO _____

State of New Mexico, San Juan County, ss.
I hereby certify that this instrument was filed for record
on the 30 day of June, A. D. 19 43 at 3:01
o'clock P.M., and duly recorded in Book 105 Page 592
of the records of said County.
Chas. F. Holly
County Clerk,
Mary Cornwall
Deputy.

This Indenture, Made this 15th day of January in the year of our Lord one thousand
nine hundred and forty between Grace B. Salmon

part Y of the first part, and
The Aerex Company, a New Mexico Corporation
part 123 of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of
Two hundred and fifty & No 1000 --- DOLLARS, lawful money of the United States of America,
to her in hand paid by the said part 123 of the second part, the receipt whereof is hereby confessed and acknowledged,
has Granted, Bargained, Sold, Remised, Conveyed, Released and Confirmed, and by these presents do Grant, Bargain, Sell,
Remise, Convey, Release and Confirm unto the said part 123 of the second part, their heirs and assigns, forever, all the following
described lot or parcel of land and real estate, situate, lying and being in the County of San Juan, State of New Mexico, to-wit:

5 acres in the form of a square in the Northeast Corner of the
NW 1/4 of the NW 1/4 of Section 22, Township 29 North of Range 11 West, N.M.

Together with all and singular, the lands, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and
the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and
demand whatsoever, of the said part Y of the first part, either in law or equity, of, in and to the above bargained premises, with the
hereditaments and appurtenances.

To Have and To Hold, The said premises above bargained and described, with the appurtenances, unto the said part 123 of the
second part, their heirs and assigns, forever. And the said part Y of the first part, for her
heirs, executors and administrators, doth covenant and agree, to and with the said part 123 of the second part, their
heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed as of
a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other
grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever;

and the above bargained premises in the quiet and peaceful possession of the part 123 of the second part, their heirs and assigns,
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall
and will warrant and forever defend.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal, the day and year
first above written.

Signed, Sealed and Delivered in Presence of
Grace B Salmon (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of New Mexico, County of Santa Fe, ss.

On this 15th day of January, 19 43, before me personally
appeared Grace B. Salmon

to me personally known to be the person
executed in and who executed the foregoing instrument, and acknowledged that
executed the same as her free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year of
this certificate first above written.

My commission expires _____
Notary Public

Grant of Right of Way Easement

THIS INDENTURE, made and entered into this 7th day of October, 1946, by and between George Salmon

party of the first part and County of San Juan, State of New Mexico, party of the second part.

WITNESSETH: That the said party Y of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations DOLLARS, of lawful money of the United States of America to him

in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, a perpetual, full and unrestricted easement and right of way, along, over and across the following described strip, tract and parcel of land and real estate lying, situate and being in the County of San Juan, State of New Mexico, to-wit:

(Set up here the description of the right of way in so far as it crosses the grantor's land.)

A strip of land lying and being situate in sections twenty-seven (27) and twenty-two (22), township twenty-nine (29) north, range eleven (11) west, N.M.P.M., two hundred (200.00) feet wide, and everywhere distant one-hundred (100.00) feet on each side of that portion of the surveyed centerline of what is known as F-186(5) between station 2476+47 and station 2512+30, measured at right angles thereto, said centerline being more particularly described as follows:
Beginning at the said station 2476+47, a point on the property line common to George Salmon and Joe Mangin and running thence N89°28'16" thirty-five hundred eighty-three (3583.00) feet to the said station 2512+30, a point on the property line common to George Salmon and J. F. Ellidge.
Containing sixteen and four hundred fifty-one thousandths (16.451) acres, more or less, of which four and nine hundred thirty-five thousandths (4.935) acres, more or less, is contained in the present right of way.
Net area equals eleven and five hundred sixteen thousandths (11.516) acres, more or less.

Not all subject to State Highway Commission

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid, unto the said party of the second part, its successor, and assigns for so long as said right of way shall not be abandoned for highway purposes, but that if the highway over said right of way should at any time be discontinued by non-use thereof for a continuous period of five years, or if the State Highway Engineer of the State of New Mexico, or his successors or substitutes in office, should, at any time execute and cause to be recorded in the County aforesaid a certificate that said right of way has been abandoned for highway purposes, then, and in either of such events the same shall be considered as having been abandoned within the meaning hereof, and the easement hereby granted shall thereupon terminate.

IN WITNESS WHEREOF, the said party y of the first part has his hereupon set his hand and seal, on the day and year herein above written.

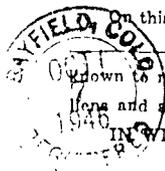
George Salmon

THIS INDENTURE, made and entered into this _____ day of _____, 19____, by and between _____, part _____ of the first part and the County of _____, State of New Mexico, party of the second part.

WITNESSETH, THAT the undersigned, the holder and claimant of a mortgage or other lien upon the above described land and real estate hereby joined in the above conveyance of easement to the said party of the second part and hereby releases the land over which said easement is granted by the aforesaid conveyance, from all lien, right, title and interest therein and thereto held by the undersigned part _____.

IN WITNESS WHEREOF, said lien claimant, _____ hereunto set _____ hand _____, and seal _____, on this day and year hereinafter first written.

STATE OF Colorado
~~NEW MEXICO~~
COUNTY OF La Plata } ss.



On this 7th day of October, 1946, before me personally appeared George Salmon

known to me to be the party described in and who executed the above and foregoing Grant of Easement and Release of Lien and acknowledged to me that he executed the same as his free act and deed.

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

Minnette McDonald
Acting Notary Public

My Commission expires _____
(Note—The foregoing instrument should be executed by the husband and wife in each instance where the grantors or lien claimants are married.)

STATE OF NEW MEXICO, } SS.
County of San Juan

I hereby certify that the instrument was
filed for record to
on October 15 1916
at 515 o'clock P.M. of said county.
of New Mexico of said county.

Virginia D. Kuttell
Treasurer and ex-officio Register

Exp 17

Grant of Right of Way Easement

THIS INDENTURE, made and entered into this 2nd day of April, 19 47, by and between George Salmon part Y of the first part and County of San Juan, State of New Mexico, party of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Two Thousand Two Hundred and Fifty (\$2,250.00) DOLLARS, of lawful money of the United States of America

to him in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, a perpetual, full and unrestricted easement and right of way, along, over and across the following described strip, tract and parcel of land and real estate lying, situate and being in the County of San Juan, State of New Mexico, to-wit:

(Set up here the description of the right of way in so far as it crosses the grantor's land.)

That part of a strip of land 125 feet wide, owned by the grantor, lying and being situate in Sec. 22, T 29N, R 11W, NMPM, being 100 feet wide on the right from Sta. 2506+32.1 to Sta. 2511+80.8, 75 feet wide on the right from Sta. 2519+64 to Sta. 2536+30, 100 feet wide on the left from Sta. 2506+32.1 to Sta. 2518+00, 50 feet wide on the left from Sta. 2518+00 to Sta. 2536+77, parallel and adjacent to the following described surveyed center line, to-wit:

Beginning at center line Sta. 2506+32.1 of NMP F 186(6), San Juan County, New Mexico; thence S. 89°36'E a distance of 689.2 feet to Sta. 2518+58.1 point of curve; thence easterly on a 1°00' curve (radius = 5730 feet) through an arc of 3°12' to the left a distance of 320 feet to Sta. 2516+41.3, point of tangent; thence N87°12'E a distance of 765.6 feet to Sta. 2524+06.9, tangent to spiral; thence northeasterly on a spiral easement curve to the left through an arc of 12°00' a distance of 300 feet to Sta. 2527+06.9, spiral to curve, thence northeasterly on a 8°00' curve (radius = 716.2 feet) through an arc of 62°30' to the left a distance of 781.25 feet to Sta. 2534+88.2, curve to spiral, thence northerly on a spiral easement curve through an arc of 6°21' to the left a distance of 188.8 feet to Sta. 2536+77 point on spiral. Containing 8.798 acres, more or less, of which 3.215 acres, more or less are contained in the present right of way of SR No. 17. Net area = 5.583 acres, more or less.

that if the high way over said right of way should at any time be discontinued by non-use thereof for a continuous period of five years, or if the State Highway Engineer of the State of New Mexico, or his successors or substitutes in office, should, at any time execute and cause to be recorded in the County aforesaid a certificate that said right of way has been abandoned for highway purposes, then, and in either of such events the same shall be considered as having been abandoned within the meaning hereof, and the easement hereby granted shall thereupon terminate.

IN WITNESS WHEREOF, the said part of the first part has hereupon set hand and seal, on the day and year herein above written.

George Salmon

THIS INDENTURE, made and entered into this _____ day of _____, 19____, by and between _____, part _____ of the first part and the County of _____, State of New Mexico, party of the second part.

WITNESSETH, THAT the undersigned, the holder and claimant of a mortgage or other lien upon the above described land and real estate hereby joined in the above conveyance of easement to the said party of the second part and hereby releases the land over which said easement is granted by the aforesaid conveyance, from all lien, right, title and interest therein and thereto held by the undersigned part _____.

IN WITNESS WHEREOF, said lien claimant, _____ hereunto set _____ hand _____, and seal _____, on this day and year hereinafter first written.

STATE OF NEW MEXICO,

COUNTY OF SANTA FE

On this 2nd day of April, 19 47, before me personally appeared George Salmon

known to me to be the part Y described in and who executed the above and foregoing Grant of Easement and Release of liens and acknowledged to me that he executed the same as his free act and deed.

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

My Commission expires My Commission Expires October 18, 1949

Frank J. Horn

Notary Public.

(Note—The foregoing instrument should be executed by the husband and wife in each instance where the grantors or lien claimants are married.)

September 22 1907
9:00 a.m. 107

Laska Dial
Post Office

Grant of Right of Way Easement

THIS INDENTURE, made and entered into this 20th day of April, 1949, by and between George Salmon part..... of the first part and County of San Juan..... State of New Mexico, party of the second part.

WITNESSETH: That the said party..... of the first part, for and in consideration of the sum of..... One and no/100-..... DOLLARS, of lawful money of the United States of America.....

..... in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do..... grant, bargain, sell and convey unto the said party of the second part, a perpetual, full and unrestricted easement and right of way, along, over and across the following described strip, tract and parcel of land and real estate lying, situate and being in the County of San Juan..... State of New Mexico, to-wit: (The description of the right of way in so far as it crosses the grantor's land.)

A certain tract or parcel of land lying and being situate in the W $\frac{1}{2}$ of Section 22, T.29N. R.11W. NMPM; being more particularly described as follows, to wit: Beginning at a point 75 feet to the left of and opposite center line Sta. 2518+00 of NMP F-186 (6), County of San Juan, State of New Mexico; thence N.87°30'E. a distance of 479.49 feet to a point 50 feet to the left of and opposite center line Sta. 2522+78.8 of the above mentioned project; thence S.87°12'W. a distance of 478.8 feet to a point 50 feet to the left of and opposite center line Sta. 2518+00; thence N.2°48'W. a distance of 25 feet to the point and place of beginning. Containing 0.137 of an acre, more or less.

IT IS HEREWITH UNDERSTOOD AND AGREED THAT, the following described parcel or tract of land is abandoned as part of the right of way of NMP F-186 (6) and is hereby certified back to the party of the first part for and in consideration of the last-above described parcel or tract of land. This exchange shall be binding upon the party of the first part, his successors, and assigns for so long as the last-above described parcel or tract shall not be abandoned for highway purposes.

A certain tract or parcel of land lying and being situate in the W $\frac{1}{2}$ of Section 22, T.29N. R.11W. NMPM; being more particularly described as follows, to wit: Beginning at a point 100 feet to the left of and opposite center line Sta. 2513+21.3 of NMP F-186 (6), San Juan County, New Mexico; thence easterly a distance of 478.8 feet to a point 100 feet to the left of and opposite center line Sta. 2518+00; thence southerly along a line normal to the center line a distance of 25 feet, said point being 75 feet to the left of and opposite center line Sta. 2518+00; thence westerly a distance of 479.49 feet to a point 100 feet to the left of and opposite center line Sta. 2513+21.3, said point being the point and place of beginning. Containing 0.137 of an acre, more or less.

IN WITNESS WHEREOF, the said party..... seal....., on the day and year herein above written.

ATTEST: Linda Dial
County Clerk

B.S.
George Salmon
Jack Owsen
Chairman-Board of County Commissioners
County of San Juan

THIS INDENTURE, made and entered into this..... day of....., 19....., by and between..... part..... of the first part and the County of..... State of New Mexico, party of the second part.

WITNESSETH, THAT the undersigned, holder and claimant of a mortgage or other lien upon the above described land and real estate hereby joined in the above conveyance of easement to the said party of the second part and hereby releases the land over which said easement is granted by the aforesaid conveyance, from all lien, right, title and interest therein and thereto held by the undersigned part.....

IN WITNESS WHEREOF, said lien claimant..... hereunto set..... hand....., and seal....., on this day and year hereinafter first written.

STATE OF NEW MEXICO,
COUNTY OF Santa Fe } ss.

On this 20th day of April, 1949, before me personally appeared George Salmon

known to me to be the part..... described in and who executed the above and foregoing Grant of Easement and Release of liens and acknowledged to me that..... he..... executed the same as..... his..... free act and deed.

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

My Commission Expires October 27, 1952
My Commission expires..... Notary Public

(Note-The foregoing instrument should be executed by the husband and wife in each instance where the grantors or lien claimants are married).

STATE OF NEW MEXICO
County of San Juan

I hereby certify that this instrument was
filed for record on the 20th day of
April 1949
at 8:40 o'clock a. m. at the city
of 127 119
of the Records of said County.

Lispa Deal

Probate-Clerk and ex-officio recorder.

Deputy

Grant of Right of Way Easement

THIS INDENTURE, made and entered into this 20th day of April, 1949, by and between George Salmon

part Y of the first part and County of San Juan, State of New Mexico, party of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of One and no/100- DOLLARS,

of lawful money of the United States of America in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, a perpetual, full and unrestricted easement and right of way, along, over and across the following described strip, tract and parcel of land and real estate lying, situate and being in the County of San Juan, State of New Mexico, to-wit: (Set up here the description of the right of way in so far as it crosses the grantor's land.)

A certain tract or parcel of land to be used for an Intersection Protection, lying and being situate in the NE 1/4 of Section 22, T. 29 N., R. 11 W. NMPM., San Juan County, New Mexico, and lying within the closed course more particularly described as follows, to-wit: Beginning at a point 50 feet to the right of and opposite center line Sta. 2519+64, on the "TX" line of NMP-F 186(6), San Juan County, New Mexico; thence S. 87°12' W. a distance of 259.78 feet; thence S. 8°28' W. a distance of 173.54 feet to a point which bears S. 81°32' E. a distance of 100 feet from center line Sta. 2514+74.2, on the "T" line of the aforementioned project; thence N. 42°33' E. a distance of 206.79 feet; thence N. 8°28' E. a distance of 10 feet; thence N. 87°12' E. a distance of 146.6 feet; thence N. 2°48' W. a distance of 15 feet to the point and place of beginning. Containing 0.317 of an acre, more or less.

together with the full and unrestricted right unto the said party of the second part and unto the State of New Mexico, to use the same as a public highway, to construct such public highway along and upon the same, to place such fills, cuts culverts, bridges and structures thereon as may be necessary or desirable in connection with the use of the same for highway purposes; to use any and all materials thereon requisite or convenient for use in the construction, either on or off said land, of highways and appurtenances thereto and in that connection to leave upon said land borrow pits and other fills or excavations incident to the use of such materials and to prohibit all usage of said land or right of way for purposes which may be or become inconsistent with the regulations of the State Highway Commission of the State of New Mexico.

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid, unto the said party of the second part, its successor, and assigns for so long as said right of way shall not be abandoned for highway purposes, but that if the highway over said right of way should at any time be discontinued by non-use thereof for a continuous period of five years, or if the State Highway Engineer of the State of New Mexico, or his successors or substitutes in office, should, at any time execute and cause to be recorded in the County aforesaid a certificate that said right of way has been abandoned for highway purposes, then, and in either of such events the same shall be considered as having been abandoned within the meaning hereof, and the easement hereby granted shall thereupon terminate.

IN WITNESS WHEREOF, the said part of the first part has hereupon set hand and seal, on the day and year herein above written.

George Salmon

THIS INDENTURE, made and entered into this day of 19, by and between and the County of, State of New Mexico, party of the second part.

WITNESSETH, THAT the undersigned, the holder and claimant of a mortgage or other lien upon the above described land and real estate hereby joined in the above conveyance of easement to the said party of the second part and hereby releases the land over which said easement is granted by the aforesaid conveyance, from all lien, right, title and interest therein and thereto held by the undersigned part.

IN WITNESS WHEREOF, said lien claimant, hereunto set hand, and seal, on this day and year hereinafter first written.

STATE OF NEW MEXICO } COUNTY OF San Juan } ss.

On this 20th day of April, 1949, before me personally appeared George Salmon

known to me to be the part described in and who executed the above and foregoing Grant of Easement and Release of liens and acknowledged to me that he executed the same as his free act and deed.

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

My Commission Expires October 27, 1952

O. J. Ferguson Notary Public

My Commission expires

(Note-The foregoing instrument should be executed by the husband and wife in each instance where the grantors or lien claimants are married).

STATE OF NEW MEXICO, 1955.
County of San Juan

I hereby certify that the instrument was
filed for record on the 20th day of
April 1949
at 9:45 o'clock a.m. and duly re-
corded in book 107 page 120
of the Records of said County.

Linda Deal

Deputy Clerk and ex-officio Recorder

Deputy

RIGHT OF WAY EASEMENT

THIS INDENTURE, Made this 10 day of July A. D., 1950,

by and between George Salmon and husband and wife, a single person, and

mortgagee, part of the first part, and the BASIN LIGHT AND POWER COMPANY, a corporation, party of the second part.

WITNESSETH: That, the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America and other valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and its successors, and assigns a right of way in, on, and over the following described lands situated in San Juan County, New Mexico, for the purpose of constructing, building, erecting, laying, installing, maintaining, renewing, repairing, inspecting, operating, and using electric power lines, cables, transmissional lines, poles, towers, guys, wires, posts, braces, transformers, conduits, and all equipment and apparatus necessary or convenient to the transmission, carrying, distributions, and of electric power and electric current in, on, over, and across the said following described lands, to-wit:

The W1/4 of Section 22 (less 5 acres thereof in the NE corner) and the South 30 acres of the SE1/4 of Section 22 all in Township 29 North of Range 11, West, N.M.P.M.

All Poles to be set not more than Two feet inside of West boundry fence without permission of party of the first part.



STATE OF NEW MEXICO)
County of San Juan) SS.
I hereby certify that this instrument was filed for record on the 31 day of July 1950 at 9:30 a.m. and is duly recorded in book 141-206 of the Records of said county.
Linda Dial
Bonnie Rene
Probate Clerk and ex-officio recorder.

Together with right of ingress and egress in, on, over, and across the said described lands for the aforesaid purposes. TO HAVE AND TO HOLD the said described lands unto the said party of the second part and its successors and assigns for the aforesaid purposes, so long as the party of the second part and its successors and assigns shall use said lands or any part thereof for any of the aforesaid purposes.

And, the said party of the second part covenants and agrees that it shall and will close all gates used by it or its servants and employees in going upon and leaving said premises for the aforesaid purposes, and that it will pay to the said parties of the first part and their heirs and assigns all reasonable damages done or caused to be done by the party of the second part and its servants and employees in going in, on, over, and across the said lands in erecting, installing, servicing, repairing, maintaining, and using the said power lines and equipment.

It is further covenanted and agreed by and between the said parties hereto that if and when the party of the second part, its successors and assigns abandon the said lands for the aforesaid uses, for the period of two years or more, the rights herein granted shall automatically revert to the said parties of the first part and their heirs and assigns.

IN WITNESS WHEREOF, the said part of the first part has hereunto set his hands and seals the day and year first hereinabove written.

George Salmon

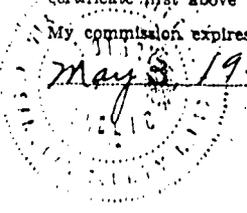
STATE OF NEW MEXICO)
) SS.
COUNTY OF SAN JUAN)

On this 10 day of July, 1950 before me personally appeared George Salmon

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

My commission expires: May 8, 1953.



Virginia A. Kattell
Notary Public

IN THE FIRST JUDICIAL DISTRICT COURT OF NEW MEXICO
WITHIN AND FOR SAN JUAN COUNTY

STATE OF NEW MEXICO
County of San Juan
I hereby certify that this instrument was
filed for record on the _____ day of
_____, 19____, at _____ and duly re-
corded in book _____ page _____
of the Records of said county.

Virginia A. Kittell
Probate Clerk and ex-officio Recorder.

GEORGE SALMON,

Plaintiff

VS

A. C. KITTELL; VIRGINIA A. KITTELL;
R. N. ADAIR; NITA ADAIR; L. O. MADDEN;
JOE SALMON; WINNIE PINCH; ELOISE
GIACOMELLI; GEORGE BOLAN IRVIN; ALSO
known as BOLAN IRVIN; GLENN W. SWIRE;
JOSEPHINE MADDEN; RAY MILTON IRVIN;
DORA CORDELL (nee DORA E. MCCOY);
G. S. RINGLE; WILLIAM REDMAN DUGGAN;
PANSY R. DUGGAN; EDWARD LLOYD DUGGAN;
JOHN L. DUGGAN; VIRGINIA KOORCK;
GEORGE GOODRUM; MARIE GOODRUM; MRS.
JOHN TINKER; MAUDE ROSSON (formerly
MAUDE VEST); THE STATE OF NEW MEXICO;
UNKNOWN HEIRS OF THE FOLLOWING NAMED
DECEASED PERSONS: P. B. IRVIN; GEORGIA
AGNES IRVIN; JANE SALMON, also known as
JANIE SALMON; JANIE W. SALMON AND JANIE
SALMON; WILLIAM K. DUGGAN; W. H. SHERTZ;
HELEN SHERTZ; C. E. MCHUGH, also known
as C. E. McCugh; CELIA B. KITTELL; JOSE
KELLENBERGER; L. H. MCCOY; WILLIAM E.
HAINES; MORRITT B. SCOTT, also known as
M. B. SCOTT; ANNA SWIRE; JOHN SWIRE;
WILLIAM G. SWIRE; BLANCHE SWIRE; FLORA
SWIRE; THE SAN JUAN CANAL COMPANY, a
defunct corporation; OBRIG HOSIG &
COMPANY, also known as OVERN HOSIG &
COMPANY and OBERN HOSIG & COMPANY, a
defunct corporation; BLOOMFIED OIL &
GAS COMPANY, also known as BLOOMFIED
GAS & OIL COMPANY, a defunct corporation;
NATIONAL PETROLEUM CORPORATION, a defunct
corporation; THE ARTESIA CORPORATION, a
defunct corporation; STATE CONSOLIDATED
OIL COMPANY, a defunct corporation; FIDELITY
OIL CORPORATION, a defunct corporation;
GOODRUM AND VINCENT, INC., a defunct cor-
poration; VINCENT & OTHERS, LTD., a defunct
co-partnership; The following named defen-
dants by name, if living, if deceased, their
unknown heirs: S. W. RAYMOND; J. P. HECHT-
MAN; B. T. TACKETT; E. J. MILKY; BEATRICE
M. MILKY; B. A. BUXTON; BOB VINCENT; W. C.
DOWLER; J. G. BRADSTREET; I. K. GEIGER; JOE
THIES; G. B. SHERRITT; CHARLES E. PAHROT;
WALTER GEDENBAUGH; E. N. WILEY, also known
as C. N. Wiley; MARION WILEY; CHARLES
HAINES; HARRY HAINES; P. O. BLAKE; W. L.
POOL; M. ESTELLA POOL; FRANK BAKER; ADDIE
BAKER; ERNA HIAN; MARIE KELLENBERGER; LINDA
RUELAND; FERRIA KELLENBERGER; JOHN BOB VEST,
husband of MAUDE VEST; The unknown heirs,
successors in trust and beneficiaries of
L. H. MCCOY, Trustee, deceased; The follow-
ing named Defendants by name, as trustees,

No. 03165

if living, if deceased, their unknown heirs, successors)
in trust and beneficiaries; E. N. WILKY, also known as)
C. N. WILKY; B. N. FREEMAN; C. J. HUBBELL; JOHN P.)
COSTON; and all unknown Claimants of Interest in the)
Premises Adverse to Plaintiff,)

Defendants.

J U D G M E N T

This cause comes on for hearing and determination by the Court this 26 day of February, 1951, upon motion of Plaintiff asking entry of judgment against all Defendants herein; GEO. F. BRUNINGTON and JOHNSTON JEFFRIES, attorneys appearing for Plaintiff, and attorney H. C. PALMER, heretofore appointed by the Court to represent those of the Defendants who may be in Military Service, having filed his appearance and answer on behalf of said Defendants; and the following persons having entered their appearance by disclaimer: A. G. Kittell, Virginia A. Kittell, R. N. Adair, Nita Adair, Glenn W. Swire, Winnie Finch, Eloise Giacomelli, Ray Milton Irvin, G. S. Ringle, George Bolan Irvin, and Joe Salmon; and the Clerk of this Court having filed Certificate of Non-appearance as to all other Defendants herein, and the Court having heretofore signed an order herein permitting the Plaintiff to proceed against all Defendants herein, including those in Military Service, and introduce evidence as to the truth of the allegations contained in his complaint;

And it further appearing that notice of the pendency of this action, stated in manner and form provided by Law, was issued by the Clerk of this Court and published in the Aztec Independent Review, a newspaper of general circulation and published regularly in the County of San Juan, State of New Mexico, on dates December 1, 8, 15, and 22, 1951, as is further set forth in the affidavit of publisher herein, ~~FILED~~:

1. That all notices required by law and process and service on Defendants herein have been had and given, and the Court has jurisdiction of the subject matter and said defendants oath of said Defendants, including those in Military Service and those that are in default.

2. That an Affidavit of Mailing has been filed in this case further showing that all non-resident Defendants whose addresses were known had sent and mailed to them true copies of the complaint and notice of suit in this case.

3. That the Defendant State Of New Mexico has made a special appearance in this case and is before the Court.

4. In the Complaint the Plaintiff alleged upon information and belief that the following persons were deceased: P. B. Irvin, Georgia Agnes Irvin, Jane Salmon (also known as Janie Salmon, Janie W. Salmon and Jamie Salmon), William E. Duggan, W. H. Sheets, Helen Sheets, C. E. McRugh (also known as C. E. McCough), Celia B. Kittell, John Kellenberger, L. H. McCoy, William B. Haines, Moffitt B. Scott (also known as H. B. Scott), Anna Swire, John Swire, William G. Swire, Blanche Swire, Flora Swire; and that said persons left unknown heirs who were made Defendants to this cause and that it was impossible to have personal service on these Defendants, the same being unknown. These allegations are found to be true and said unknown heirs of said deceased persons are found to have been duly and properly served with process by publication notice.

5. Plaintiff alleges on information and belief that Defendant L. H. McCoy, trustee, was deceased, and the unknown heirs at law, successors in trust and beneficiaries were made Defendants. It having been further alleged that said unknown heirs, successors in trust and beneficiaries were unknown and personal service could not be had upon them. These allegations are found to be true, and said persons and Defendants are found to have been served with process by constructive service; that as alleged in the Complaint, the following persons are the heirs at law of Jane Salmon, deceased: George Salmon, Joe Salmon, Eloise Giacomelli, Winnie Finch, Ray Milton Irvin, and George Bolan Irvin. The unknown heirs of Jane Salmon (also known as Janie Salmon, Janie W. Salmon and Jamie Salmon), deceased, are made Defendants, and said unknown heirs are found to have been properly served by constructive service by publication.

6. In the Complaint, Plaintiff alleged on information and belief that the following named Defendants were defunct corporations: Oberg Hosig & Co. (also known as Oberg Hosig & Co. and Oberg Hosig & Co.), Bloomfield Oil and Gas Company (also known as Bloomfield Gas and Oil Company), The San Juan Canal Company, National Petroleum Company, The Artesia Corporation, State Consolidated Oil Company, Fidelity Oil Corporation, Goodrum and Vincent, Inc.; and that after diligent search and inquiry, Plaintiff was unable to ascertain the whereabouts, post office address and residence of these defendants; that the only manner in which said defendants could be served by process was by publication service. These allegations are found to be true, and said defendants have been duly served with process in this cause.

7. Plaintiff alleged in the Complaint, on information and belief that the ^{Defendant,} Vincent & Others, Ltd. was a defunct corporation; that Bob Vincent was the general partner of this co-partnership, and after diligent search and inquiry, Plaintiff was unable to ascertain the whereabouts, post office address and place of residence of said defendant Bob Vincent or that of any of the other partners of defendant Vincent & Others, Ltd., and that the only manner in which the general partner or its co-partners could be served was by publication service. Said allegations are found to be true, and said defendants have been duly served with process in this cause.

8. Plaintiff alleged in the Complaint that after diligent search and inquiry, he was unable to ascertain whether the following named defendants, or any of them, were living or dead, and was therefore unable to ascertain with certainty whether said following named defendants are living or deceased: E. W. Raymond, J. F. Hechtman, B. T. Tackett, E. J. Wiley, Beatrice M. Wiley, B. A. Burton, Bob Vincent, W. C. Dowler, J. G. Bradstreet, I. K. Deiger, Joe Thies, G. B. Sherritt, Charles E. Parrot, Walter Odenbaugh, E. M. Wiley (also known as C. W. Wiley), Marvion Wiley, Charles Haines, Lulu Haines,

William Haines, Henry Haines, Mary J. Haines, P. O. Blake, W. L. Pool, R. Estelle Pool, Frank Baker, Addie Baker, Marie Kellenberger, Erna Ryan, Linda Humlond, Fredia Kellenberger, John Doe Vest (husband of Maud Vest); the plaintiff further alleged that it was impossible to have personal service of process on these defendants or their unknown heirs because their whereabouts and place of residence, if living, could not be ascertained by diligent search and inquiry, and Plaintiff asked that he be allowed to proceed by said defendants by publication service. Said allegations are found to be true, and said defendants are found to have duly served with process, if living, and if deceased, their unknown heirs are found to be defendants and said defendants as aforesaid are found to have been duly served with service of process in this cause.

9. Plaintiff alleged that after diligent search and inquiry he could not ascertain the post office addresses and places of residence of the following named defendants: E. N. Wiley (also known as C. N. Wiley), Trustee, B. N. Freeman, Trustee, C. J. Hubbell, Trustee, John P. Coston, Trustee; Plaintiff further alleged that the only manner in which said Defendants could be served (if living) was by publication, and if deceased, Plaintiff asked to proceed against said Defendants by naming their heirs at law, successors in trust and beneficiaries, and that Plaintiff could not, after diligent search and inquiry, ascertain the post office addresses, whereabouts, or places of residence of these Defendants, and asked to proceed against them by publication service. Said allegations are found to be true and said defendants are found to have been properly and duly served by publication service of process in this cause.

10. Plaintiff alleged that he had made diligent search and inquiry to ascertain whether certain unknown claimants of interest in the premises adverse to Plaintiff might exist, and if said persons existed, he was unable to ascertain their names, identity, residence and whereabouts, and that the only

Manner in which said unknown claimants could be served with process was by publication. These Defendants, if any such exist, are found to have been duly served with process in this cause.

11. That as the Plaintiff alleged in his Complaint, said Plaintiff has been and now is in exclusive, open, notorious, peaceable, and adverse possession of all of the real estate described in the Complaint and in this judgment under color of title and claim of right for the last past ten years, and has paid all taxes assessed against said land during said period.

12. Plaintiff alleged in his Complaint that all Defendants in this cause make or made some claim of interest, title, lien in or to the premises described in the Complaint adverse to the estate of Plaintiff, but that any such claims are inferior to the said real estate of Plaintiff.

13. The court finds that the Defendants who have not made answer or appearance and each of them are in default.

14. The court finds as a fact that all of the allegations of the Plaintiff's Complaint are true, and the court finds as its conclusions of law that the Plaintiff is entitled to the relief prayed for in the Complaint.

WHEREFORE, IT is by the Court ORDERED, ADJUDGED, AND DECREED:

That the findings heretofore made, are made a part hereof; that default is entered against those of the Defendants who have not entered their appearance herein or are not otherwise represented, that the said fee simple title of the Plaintiff George Salmon is decreed valid and superior as against any lien, right, title or interest claimed or to be claimed by each and every said Defendant and as against all persons claiming or to claim by or through said Defendants, or any of them, said real estate or any part thereof and any such claim made or asserted is decreed to be invalid and groundless; that Plaintiff is hereby decreed to be the true and lawful owner in fee simple of the following described real estate in San Juan County, New Mexico:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-two (22), in Township Twenty-nine (29) North, of Range Eleven (11) West, N.M.P.M.; EXCEPT, HOWEVER, five (5) acres in the form of a square in the Northeast corner of the said Northwest Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$);

The South Thirty (30) acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-two (22) in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M.; EXCEPT one and 49/100 (1.49) acres, more or less, described as beginning at a point 330 feet South of the Northeast corner of the said Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Twenty-two (22), thence South 174 feet and 3 inches, thence West 375 feet, thence North 174 feet and 3 inches, thence East 375 feet to the point of beginning;

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22); and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-seven (27); all in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M., containing eighty (80) acres, more or less;

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22), in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M., containing forty acres (40) more or less; EXCEPT, HOWEVER, the following described tract: Beginning 250 feet West of the Northwest corner of Lot Fourteen (14), Block Four (4) in the Townsite of Bloomfield, thence South 125 feet, thence West 50 feet, thence North 125 feet, thence East 50 feet to the place of beginning; AND EXCEPT, HOWEVER, the following described tract: Beginning 275 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Twenty-two (22), thence South 466.69 feet, thence West 466.69 feet, thence North 466.69 feet, thence East 466.69 feet to the place of beginning; AND EXCEPT, HOWEVER, the following described tract: Beginning 80 feet West of the Northwest corner of Lot Fourteen (14), Block Four (4) of the Townsite of Bloomfield, thence South 125 feet, thence West 50 feet, thence North 125 feet, thence East 50 feet to the place of beginning; AND EXCEPT, HOWEVER, the following described tract: Beginning 150 feet West of the Northwest corner of Lot Fourteen (14), Block Four (4), Townsite of Bloomfield, thence South 125 feet, thence West 50 feet, thence North 125 feet, thence East 50 feet to the place of beginning; AND EXCEPT, HOWEVER, the following described tract: Beginning 150 feet West of the Northwest corner of Lot Fourteen (14) in Block Four (4) of the Townsite of Bloomfield, thence South 125 feet, thence West 50 feet, thence North 125 feet, thence East 50 feet to the place of beginning;

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The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M., except such part thereof as is included within the Townsite of Bloomfield as Plat of Bloomfield was filed for record on August 20, 1909;

Lots One (1), Two (2), Three (3), Four (4), and Seven (7) of Block One (1); Lots Seventeen (17), Eighteen (18), and Twenty-five (25) of Block Two (2); Lots One (1) and Two (2) of Block Three (3); the South One-half (S $\frac{1}{2}$) of Block Four (4); the South One-half (S $\frac{1}{2}$) of Block Five (5); Lots Ten (10) and Eleven (11) of Block Five (5); Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) of Block Six (6) in the Town of Bloomfield as plat thereof was filed for record on August 20, 1909.

That Plaintiff is further decreed to be the true and lawful owner in fee simple of the following described real estate situate in San Juan County, New Mexico, EXCEPT all oil, gas and minerals in and under and that may be produced therefrom:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22); and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-seven (27); all in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M., containing eighty (80) acres, more or less;

The North One-half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18) in Township Twenty-nine (29) North of Range Ten (10) West of N.M.P.M., containing one hundred sixty (160) acres, more or less.

Plaintiff is further decreed to be the true and lawful owner in fee simple of all minerals, including oil and gas, in and under and that may be produced from the following described real estate situate in San Juan County, New Mexico:

The North Ten (10) acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-two (22) in Township Twenty-nine (29) North, Range Eleven (11) West, N.M.P.M.

A tract beginning 230 feet West of the Northwest corner of Lot 14, Block 4 in the Townsite of Bloomfield, thence South 125 feet, thence West 50 feet, thence North 125 feet, thence East 50 feet to the place of beginning;

A tract beginning 275 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of

Section Twenty-two (22), Township Twenty-nine (29), Range Eleven (11), thence South 466.69 feet, thence West 466.69 feet, thence North 466.69 feet, thence East 466.69 feet to the place of beginning;

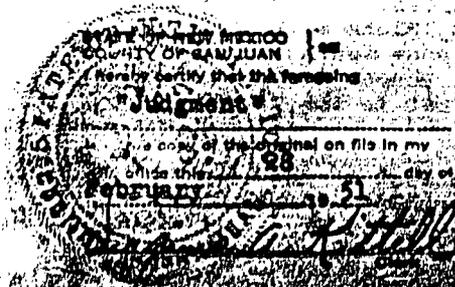
A tract beginning 80 feet West of the northwest corner of Lot 14, Block 4, in the Townsite of Bloomfield, thence South 125 feet, thence West 80 feet, thence North 125 feet, thence East 80 feet to the place of beginning;

Lots Fifteen (15), Eighteen (18), Nineteen (19), Twenty (20), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), and Twenty-eight (28) in Block One (1); Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Nineteen (19) in Block Two (2); Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-four (24), Twenty-five (25), and Twenty-six (26) in Block Three (3); Lots One (1), Two (2), Three (3), Four (4) in Block Four (4); Lots Five (5), Eight (8) and Fourteen (14) in Block Five (5); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) Twenty-seven (27) and Twenty-eight (28) in Block Six (6), in the Town of Bloomfield as plat thereof was filed for record on August 20, 1909.

And the title of the Plaintiff, George Salmon, in and to said described real estate, be and the same is hereby quieted and set at rest against all claims and demands of said Defendants, all and either of them, and said Defendants, and each and all of them, and all persons claiming or to claim, by, through, or under them, or any of them, are hereby forever barred and estopped from having, claiming or setting up any lien upon, or right, title, interest, or demand in or to said real estate, or any part thereof, adverse to the fee simple title thereto now vested in said Plaintiff.

s/ Luis E. Armijo

Master Judge



County of San Juan
Judgment

A copy of this original on file in my
office this 28 day of
February 1951

STATE OF NEW MEXICO,
County of San Juan

I hereby certify that this instrument
filed for record on the 16 day of
April 1951
at 4:00 P.M.
in Book 136 page 135
of the records of this county.

Virginia A. Kistell
Probate Clerk and ex-officio Recorder

IN THE PROBATE COURT OF SAN JUAN COUNTY, NEW MEXICO

IN THE MATTER OF THE
ESTATE OF GRACE B. SALMON,
DECEASED.

No. 761

STATE OF NEW MEXICO
COUNTY OF SAN JUAN

I hereby certify that the foregoing
"Nunc Pro Tunc Order"
is a true copy of the original on file in my
said office this 16 day of
April 1951

Virginia A. Kistell
Clerk

NUNC PRO TUNC ORDER

This 16th day of April, 1951, there is presented to
the court the verified petition of Geo. F. Bruington,
former attorney and co executor in the above estate, and
the court after being fully advised, FINDS:

1. That by reason of said Geo. F. Bruington having
been attorney and co executor in the above estate matter, he is
disqualified from acting as probate judge in this matter, in-so-
much as the said Geo. F. Bruington is no probate judge of San Juan
County, New Mexico.

2. That statute 16-414 N.M.S. 1941, allows and permits
the district judge of said county and district to act for and in
the stead of the probate judge in matters of this kind.

3. That the facts as set forth in the petition are true and
the relief requested therein should be granted.

WHEREFORE it is ORDERED, ADJUDGED and DECREED: that
the final decree as entered in the above estate on March 1, 1943,
be and the same is hereby amended and corrected to read in
the description of the property mentioned in paragraph 10 thereof,
and the inventory of said estate on file in this estate, as
follows:

West Half of the Northwest quarter of Section Twenty Two,
less five acres thereof situated in the Northeast corner,
and the south thirty acres of the southeast quarter of the
Northwest Quarter of said section twenty two, all in Town-
ship Twenty nine, North Range Eleven West N.M.P.M., con-
taining 105 acres, less public roads, with water rights,
appurtenant.

AND IT IS FURTHER ORDERED that the order and correction of
the former decree be entered NUNC PRO TUNC.

BY THE COURT.

s/ Luis E. Armijo
DISTRICT JUDGE

THIS INDENTURE, Made this..... day of September....., 19.51. between George Salmon, a single person

part...Y..... of the first part, and..... George Salmon and Joe Salmon

and the survivors of them, parties of the second part;

WITNESSETH: That the part...Y..... of the first part, for and in consideration of the Sum of One Dollar, to..... him..... in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, do..... hereby bargain, grant, sell and convey unto the said parties of the second part, not in tenancy in common, but in joint tenancy, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever, all the following described real estate situate in the County of..... San Juan..... State

of New Mexico, to-wit: The North Half of the Northeast Quarter (N½NE¼); The Southwest Quarter of the Northeast Quarter (SW¼NE¼); The Northwest Quarter of the Southeast Quarter (NW¼SE¼); all in section eighteen (18), Township twenty-nine (29) North Range 10 West N.M.P.M.; The Northwest Quarter (NW¼) of Sec. 34, Twp. 30 North Range 10 West N.M.P.M.; Northwest Quarter of the Northwest Quarter (NW¼NW¼), less 5 acres in the Northeast corner of said NW¼NW¼ of Sec. 22, Twp. 29 North Range 11 West, N.M.P.M.; The Southwest Quarter of the Northwest Quarter (SW¼NW¼) in Sec. 22, Twp. 29 North, Range 11 West N.M.P.M.; The South 30 acres of SE¼NW¼ less 1½ acres in Northeast corner, less road, of Sec, 22, Twp. 29 North, Range 11 West, N.M.P.M.; The Southwest Quarter (SW¼) less town lots sold and road and parcel of land sold in Sec. 22, Twp. 29 North Range 11 West N.M.P.M. and less and excepting: a fractional part of the NW¼SW¼, said sec. 22, described as follows: Commencing 1323.3 feet West and 43.3 feet South of the center of said sec. 22; Thence South 267.7 feet; Thence West 290 feet; Thence North 6 degrees 45' East 106 feet; Thence North 38 degrees 30' East 209 feet; Thence North 5.2 feet; Thence East 137.2 to point of beginning.

The North Half of the Northwest Quarter (N½NW¼) less road in Sec. 27, Twp. 29 North, Range 11 West N.M.P.M. Together with all water and water rights, ditch and ditch rights apparetnant, and together with all improvements thereon situate.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all of the right, title, and interest of the said part...Y..... of the first part in and to said premises either in law or in equity.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever;

And the said part...Y..... of the first part, for himself..... and his..... heirs and assigns, covenant..... and agree..... to and with the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, that at the time of ensembling and delivery of these presents,..... he..... well seized of the above conveyed premises, of a good, sure, perfect, absolute and indefeasible estate in fee simple, and..... has..... good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same is free and clear from all former and other grants, bargains, sales, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possession of the parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim, the whole or any part thereof.....

.....the said part...Y..... of the first part shall and will warrant and forever defend.

IN WITNESS whereof, the said part...Y..... of the first part has..... hereunto set his..... hand..... and seal..... the day and year first above written.

..... George Salmon (Seal)

..... (Seal)

..... (Seal)

STATE OF NEW MEXICO,
COUNTY OF SAN JUAN. } ss.

On this 29 day of September, 1951, before me personally appeared
George Salmon, a single person

to me personally known to be the person..... described in and who executed the foregoing instrument and
acknowledged that he.....executed the same as his.....free act and deed.

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

My commission expires February 17, 1952.

George F. Bingham
Notary Public

ACKNOWLEDGMENT
(Corporate)

STATE OF NEW MEXICO, }
COUNTY OF SAN JUAN. } ss.

On this..... day of....., 19....., before me appeared.....

to me personally known, who, being by me duly sworn, did say that..... the
..... of

a corporation organized under the laws of the State of.....
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and
said.....acknowledged said instrument to be
the free act and deed of said corporation.

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

My commission expires.....
Notary Public

WARRANTY DEED
JOINT TENANTS

TO

and the survivor of them.

STATE OF NEW MEXICO, }
County of San Juan. } ss.

I hereby certify that this instrument
was filed for record on the 9
day of October, A. D. 1951,
at 12:55 o'clock P. M., and was duly
recorded in Book 168 of Records of
Deeds and Conveyances, page 254
on this 9 day of October

A. D. 1951

Virginia E. Kittle
County Clerk.

By.....
Deputy.

When recorded, return to

J. J. J. J.

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WARRANTY DEED

THE AEREX COMPANY, a corporation, of Bloomfield, New Mexico, for consideration paid, grant to MALCO PRODUCTS, INC. of Roswell, New Mexico, the following described real estate in San Juan County, New Mexico:

Five acres in the form of a square in the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township Twenty-nine (29) North, Range Eleven (11) West, of the New Mexico Principal Meridian.



Witness its hand and seal this 1st day of December, 1952, THE AEREX COMPANY, a corporation, by its Secretary, *[Signature]* and its President, *[Signature]*.

ACKNOWLEDGMENT (Corporate)

STATE OF NEW MEXICO, COUNTY OF SAN JUAN.

Of this 1st day of December, 1952, before me appeared *[Signature]* to me personally known, who, being by me duly sworn, did say that he is the President of THE AEREX COMPANY, a corporation organized under the laws of the State of New Mexico, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said *[Signature]* acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My commission expires *Oct 31, 1955* *[Signature]* Notary Public

STATE OF NEW MEXICO, County of San Juan.

1st day of December, 1952, before me appeared

and they executed to me a certain deed as last aforesaid and they acknowledged to me the execution of said deed as their last above written.

[Signature] Notary Public
A. D. 1952
[Signature] County Clerk
By *[Signature]* Deputy

WARRANTY DEED
(NEW MEXICO)

Joe Salmon, a single man, for consideration paid, grant 9...
to Malco Products, Inc.

the following described real estate in San Juan County, New Mexico:

The North One Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-Two (22), in Township Twenty-nine (29) North of Range Eleven (11) West, N.M.P.M.; EXCEPT, HOWEVER, 5 acres in the form of a square in the Northeast corner of the said Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$).



with warranty covenants.
WITNESS MY hand and seal this 20 day of April, 1954.
(Seal) Joe Salmon (Seal)

STATE OF NEW MEXICO, } ss. ACKNOWLEDGMENT INDIVIDUAL
County of San Juan }
On this 20 day of April, 1954, before me personally appeared Joe Salmon, a single man,
to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.
Witness my hand and seal the day and year last above written.
My commission expires Feb. 14, 1955. (Seal) Johnnie Jeffers Notary Public

STATE OF NEW MEXICO, } ss. ACKNOWLEDGMENT CORPORATION
County of }
On this day of 19 before me personally appeared to me personally known, who being by me duly sworn, did say that he is of a corporation organized under the laws of the State of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.
Witness my hand and seal the day and year last above written.
My commission expires Notary Public

STATE OF NEW MEXICO, County of San Juan, ss. I hereby certify that this instrument was filed for record on the 20 day of May, 1954, at 1:33 o'clock P.M., and duly recorded in Book 245, page 219, of the Records of Deeds of said county, on this 20 day of May, A. D. 1954.
By Virginia A. Kittell County Clerk.

Return to Malco Refinancing Inc. 2000 E. 1st St. Santa Fe, N.M. Deputy.

STATE OF NEW MEXICO, County of San Juan, SS.
 I hereby certify that this instrument was filed for record
 on January 3, 1955 at 12:20 o'clock P.M.
 and duly recorded in book 265, page 124 of the
 Records of said county.
Laska Dial
 Probate Clerk and ex-officio Recorder

DISCLAIMER

RE: $\frac{1}{2}$ NW $\frac{1}{4}$ Section 22, Township 29N.
 Range 11 W., N.M.P.M.

John A. Wilmer, age 71 years, a resident of Durango, Colorado,
 being duly sworn, on oath, states.

That he is the same John A. Wilmer who is named in the Decree
 rendered in "The matter of the estate of Grace B. Salmon, deceased"
 probated in the Probate Court of San Juan County, New Mexico, in
 Cause No. 761.

That said Decree named myself and George Salmon as owners of
 real estate described as West One-half of the Northeast Quarter
 (less 5 acres) of Section 22, Township 29 North, Range 11 West,
 N.M.P.M., and said description was and is incorrect.

That the correct description of the real estate owned by said
 Grace B. Salmon, at the time of her death, is correctly shown by the
 "Final Report" filed by the Executors of said estate in said cause,
 the same being the West One-half of the Northwest Quarter (less 5
 acres) of said Section 22, Township 29 N. Range 11 W., N.M.P.M.

That myself, and said George Salmon, deceased, in his life time,
 recognized the $\frac{1}{2}$ NW $\frac{1}{4}$ (less 5 acres) Section 22, Township 29N. Range
 11 W., as being the correct description and I made conveyance thereof
 to said George Salmon, in his life time, as shown by deed recorded of
 the records of San Juan County, New Mexico, in Book 100, page 406.

I, myself, never claimed title to said misdescribed real estate
 shown by said Decree, and I now DISCLAIM any and all right, title,
 interest or claim in or to said West One-half of the Northeast
 Quarter of Section 22, Township 29 North, Range 11 West, N.M.P.M.

Witness my hand this 22nd day of December 1954.

John A. Wilmer
 John A. Wilmer

State of Colorado. ss.
 County of La Plata.

On this 22nd day of December, 1954, before me personally
 appeared John A. Wilmer, to me personally known to be the person
 described in and who executed the foregoing instrument and acknow-
 ledged that he executed the same as his free act and deed.

Witness my hand and seal the day and year last above written.

My Commission expires
1957.

Mary E. [Signature]
 Notary Public within and for La Plata
 County, Colorado.

STATE OF NEW MEXICO
 County of _____
 Filed _____
 Date of Recording _____ 18
 at _____ 2:00
 of _____ 290 323

DEED

MALCO PRODUCTS, INC., a New Mexico corporation with offices in Roswell, New Mexico, hereinafter called "Grantor", for consideration paid, grants to EL PASO NATURAL GAS PRODUCTS COMPANY, a Delaware corporation whose address is Post Office Box 1161, El Paso, Texas, hereinafter called "Grantee", the following described real estate in San Juan County, New Mexico:

The North One-Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-Two (22), in Township Twenty-Nine (29) North of Range Eleven (11) West, N.M.P.M.,

together with all improvements, fixtures and appurtenances located thereon, and a license to appropriate water, license and permit Number 2776, Book M-2, Office of State Engineer, State of New Mexico, recorded in the County Records of San Juan County, New Mexico, Book 259 at Page 288, reference to which is hereby made for all purposes, together with any other water rights, water ditches and water easements thereunto belonging or in any way pertaining to said premises; with warranty covenants to the surface rights on said lands, to said water permit and to all improvements, fixtures and appurtenances located thereon.

For the same consideration, Grantor hereby grants, bargains, sells, conveys, transfers and delivers unto Grantee all of Grantor's right, title and interest in and to all oil, gas and other minerals in and under the above described land together with all of Grantor's interest in and to any oil and/or gas wells that may be located thereon, but Grantor makes no warranty of title, either express or implied, to any of said oil, gas and other minerals or to any oil and/or gas wells, if any such wells there be.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 10th day of January, 1956, effective, however, as of 7:00 A.M. on January 1, 1956.

ATTEST:

G. W. Bisset
 Notary Secretary

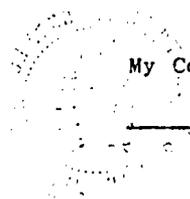
MALCO PRODUCTS, INC.
 By _____ President

REG. NO. P-2

STATE OF NEW MEXICO)
)
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this
10 day of January, 1956 by Robert O. Anderson, President of
Malco Products, Inc., a New Mexico corporation, on behalf of
said corporation.

Robert A. Bressan
Notary Public



My Commission Expires
July 1, 1957

United States Internal Revenue Documentary
Stamps are attached to Deed dated January 10,
1956 from Malco Asphalt & Refining Company
to El Paso Natural Gas Products Company
covering land located in Sections 17, 18
and 7, T. 13 N., R. 11 W., N.M.P.M.,
McKinley County, New Mexico.

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STATE OF NEW MEXICO
County of ...
Instrument was
...
290 324

BILL OF SALE AND CONVEYANCE

Bonnie Lane

KNOW ALL MEN BY THESE PRESENTS:

That, MALCO PRODUCTS, INC., a New Mexico corporation, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other cash consideration, to it in hand paid by EL PASO NATURAL GAS PRODUCTS COMPANY, a Delaware corporation whose address is Post Office Box 1161, El Paso, Texas, hereinafter called "Grantee", the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver unto Grantee, its successors and assigns, the following described real and personal property, to-wit:

1. The refining plant, which plant is located in the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, and including without limitation all easements, licenses, track agreements, buildings, fixtures, tanks, pipes, tools, parts, office furniture and equipment, all crude oil, refined and semi-refined products, tetra-ethyl lead, catalyst, chemicals, operating supplies, and all other things used in connection with the operation of said plant EXCEPT accounts receivable, cash, bank accounts and all vehicles not listed below.
2. One (1) 1937 Homemade Trailer (2-wheel pole trailer); One (1) Alma House Trailer, Serial No. 1798; One (1) 1952 Chevrolet 1/2 Ton Truck, Engine No. K8A 9401; One (1) 1946 Chevrolet Truck, Engine No. DE 550715; One (1) 1953 Willys Jeep, Engine No. IT-37441; One (1) 1952 Farm Tractor, Serial No. 8N42 8343; One (1) 1955 Chevrolet 1/2 Ton Pickup, Engine No. 0703757, Serial No. E255K 026131; One (1) 1955 Mack Truck, Engine No. EN 707B-221-13, Serial No. B623X-1255; One (1) 1955 Mack Truck, Engine No. EN 707B-221-5, Serial No. B62SX-1256; One (1) 1955 Mack Truck, Engine No. ER 707B-221-100, Serial No. B62SX-1257.

If necessary, upon demand of Grantee, Grantor agrees to execute and deliver such other instruments in favor of Grantee as may be necessary to accomplish the intent of this instrument.

TO HAVE AND TO HOLD, all and singular, the said real, personal and mixed property unto the said Grantee, its successors and assigns forever. And the said Grantor, for itself, and its successors and assigns, does hereby covenant to and with the said Grantee and its assigns, that it is lawfully possessed of the same as of its own property; that the same is free from all

P-3

encumbrances, and that it will warrant and defend the same to the said Grantee, and its successors and assigns, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 10th day of January, 1956, effective, however, as of 7:00 A.M. on January 1, 1956.

ATTEST:

MALCO PRODUCTS, INC.

E. W. Dintz
Asst. Secretary

By Robert O. Anderson Esq.
President

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 10 day of January, 1956, by Robert O. Anderson, President of Malco products, Inc., a New Mexico corporation, on behalf of said corporation.

Robert A. Bussan
Notary Public

My Commission Expires
July 1 1957

STATE OF NEW MEXICO
COUNTY OF SAN JUAN

404-263
Document Identity: 228
Tracer

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and, in connection therewith, a telephone line, a power transmission line and road (said pipe line, appurtenances, telephone and transmission lines and road being hereinafter sometimes collectively called the "facilities") over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right of way 30 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipe line with either like or different size pipe. During temporary periods Grantee may use such portion of said property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained on or within thirty feet of said right of way without Grantee's prior written consent.

Grantee shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation Grantee, at Grantor's written request, will relocate any road constructed by it on another site supplied by Grantor.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

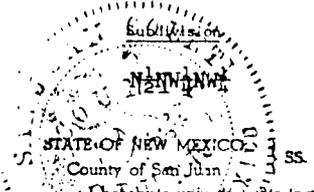
There is hereby granted to the Grantee herein the right to construct, maintain and operate on said right of way, additional pipe line or lines, and appurtenances, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per linear rod for each additional line so laid, as well as damages caused by Grantee to Grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional lines and appurtenances as are hereby granted with respect to the first line and appurtenances to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SAN JUAN COUNTY, STATE OF NEW MEXICO

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
NANAWA	22	29 N.	11 W.	N.M.P.M.



I hereby certify that this instrument was filed for record on the 12th day of October 1960 at 4:15 P.M. and duly recorded in book 2264 page 263 of the Records of said County.

Sarah Goodling
Probate Clerk and ex-officio Recorder
Bernice Lane
Deputy

WITNESS THE EXECUTION HEREOF the 12th day of October 1960 A. D.

Attest:
James M. Wesley Jr.
Assistant Secretary

EL PASO NATURAL GAS PRODUCTS COMPANY
By Paul E. M...
Vice President

Name: Lateral 3-B-29 3rd Extension (KGS)
W.O. 21433 I.W.R. NO. 29-B 733.0-1

R/W 591055 Grant No. G-4
I

326807

Acknowledgment or reverse

263-A

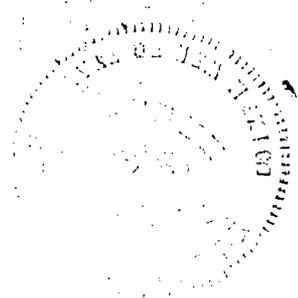
STATE OF Texas
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 12th day of October, 1960, by Cecil E. McNULT, Vice President of EL PASO NATURAL GAS PRODUCTS COMPANY, a Texas corporation, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires:
JAMES LINDSAY
Notary Public in and for El Paso County, Texas
My Commission Expires June 1, 1961

Agnus Lindsay
Notary Public in and for El Paso
County, State of Texas



El Paso Nat. Gas Co.
Box 1493
El Paso, Texas

Form 9-22 (Rev. 7-60)
 STATE OF NEW MEXICO
 COUNTY OF SAN JUAN

STATE OF NEW MEXICO, County of San Juan, SS.
 I hereby certify this instrument was filed for record
 Oct. 24, 1960, 2:15 p.m. at the
 and duly returned to the County Clerk, San Juan, N.M.,
 on the 24th day of October, 1960.

Document Identity:
 Recorder

464-279

Garrett Gooding
 Probate Clerk and ex-officio Recorder
Bonnie Lee, Deputy

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining said pipe line, and the removal or replacement of same at will, with either like or different size pipe, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain said pipe line over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir, ~~reservoir~~ shall be constructed or maintained within fifteen feet of the pipe line without Grantee's prior written consent.

C.N.O.
L.N.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipe line and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SAN JUAN COUNTY, STATE OF NEW MEXICO

Subdivision	Section	Township	Range or Block	B. & M. or Agricultural
That certain road running between the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 16, and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 21, and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 15, and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 22, all in Township 29 North, Range 11 West of San Juan County, New Mexico.				

In granting the within easement, it is understood and agreed between Grantor and Grantee as follows:

- (a) Grantor shall have the right to pave the existing roadway at any time that it deems it advisable to do so without the prior approval of Grantee, provided notice in writing is given to Grantee sixty (60) days prior to commencement of such paving.
- (b) In the event that it becomes necessary for the Village of Bloomfield to lower the grade of the road in connection with paving said roadway, Grantee agrees to pay any expense necessary in lowering its pipe line. This provision shall be applicable only to the Village of Bloomfield and does not extend to the County of San Juan, the New Mexico State Highway Department, the Bureau of Public Roads, or other governmental agencies.
- (c) It is understood and agreed that the Grantor reserves the right to lay its own utility lines in the said roadway and that in planning such lines the Grantor shall give full consideration to the location of Grantee's pipe line, and in the event it is necessary from an engineering or economic standpoint in laying said utility lines, that the grade of Grantee's pipe line be changed, then and in that event Grantee will lower its pipe line at Grantee's sole expense.
- (d) It is further understood and agreed that in the event it is necessary to remove any paving to service or repair in any manner the pipe line of the Grantee, Grantor will replace said paving in a manner satisfactory to Grantor, at Grantee's own expense. Grantee's only obligation being to restore the paving to its former condition.

C.N.O.
L.N.

WITNESS THE EXECUTION HEREOF the 20 day of July 1960. A.D.

by The Village of Bloomfield, New Mexico, also known as the Town of Bloomfield, New Mexico

Witness of Grantor
Anna T. Cabanilla
 Project Name: National Highways Project

The Village of Bloomfield, New Mexico

by *C. H. Otto*

W. O. 111-111 Dep. No. 111-111

STATE OF NEW MEXICO)
COUNTY OF SAN JUAN) SS:

The foregoing instrument was acknowledged before me this 21 day of July, 1960, by C.H. GITO, Mayor of the Village of Bloomfield, New Mexico, a municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission expires:

James Sedney
Notary Public in and for San Juan County, State of New Mexico

Justice of the Peace

*Pass Not. New Co.
11/18/60*

578-232
STATE OF NEW MEXICO, County of San Juan
I hereby certify this instrument was filed for record
on the 15 day of June 1964
at 8:54 o'clock A. M. and duly recorded in
book 278 page 32 of the Records of said county
B. J. ...
Probate Clerk and ex-officio Recorder
Donita

SPECIAL WARRANTY DEED

THIS IS A DEED dated March 9, 1964, by EL PASO NATURAL GAS PRODUCTS COMPANY, a Texas corporation ("El Paso"), with offices at American Bank of Commerce Building, Odessa, Texas, to SHELL OIL COMPANY, a Delaware corporation ("Shell"), with offices at 50 West 50th Street, New York, New York:

EL PASO, for \$10.00 and other valuable consideration received, hereby grants, sells, and conveys to Shell each of the following described real properties located in the County of San Juan, State of New Mexico:

5. 5021 acres more or less out of the N1/2 of the NW1/4 of the NW1/4 of Section 22, T. 29 N., R. 11 W., N.M.P.M., San Juan County, New Mexico, said 5. 5021 acre tract being described as follows:

Beginning at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet more or less from the West line of said Section 22.

Thence South parallel with and 33 feet West of said fence, a distance of 492.7 feet.

Thence West 294.5 feet.

Thence North 159.7 feet more or less to a point located 10 feet South of the toe of a firewall.

Thence West parallel with and 10 feet South of the toe of said firewall a distance of 294 feet more or less to a point located 10 feet West of the prolongation of the toe of a North and South firewall.

Thence North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet more or less to a point in said fence line.

Thence East along said fence a distance of 578.5 feet more or less to the place of beginning and containing 5. 5021 acres more or less.

Excepting therefrom all oil, gas, and other minerals, which are hereby reserved unto grantor. Subject to an easement to El Paso Natural Gas Company, recorded in Book 464, Page 263, records of San Juan County, New Mexico.

together with all rights, privileges, and appurtenances thereto and any buildings and land improvements thereon; but subject to all liens and encumbrances of record prior to the recording of each conveyance by which El Paso acquired the same, and subject also to any liens and encumbrances specified above individually

WARRANTY DEED

EL PASO NATURAL GAS PRODUCTS COMPANY, a corporation, for consideration paid, grants to NATURITA SUPPLY COMPANY, INC., a corporation, the following described real estate in San Juan County, New Mexico:

The North half of the Northwest quarter of the Northwest quarter (N/2 NW/4 NW/4) of Section Twenty-two (22), in Township Twenty-Nine (29) North of Range Eleven (11) West, N. M. P. M., SAVE AND EXCEPT a 5.5021 acre tract conveyed to Shell Oil Company by grantor herein by special warranty deed dated March 9, 1964, recorded in Book 578, at Page 232, Records of San Juan County, New Mexico, and described as follows:

5.5021 acres, more or less, out of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 22, T. 29 N., R. 11 W., N. M. P. M., San Juan County, New Mexico, said 5.5021 acre tract being described as follows:

FILED OR RECORDED
BOOK 618 PAGE 58
SAN JUAN COUNTY, NEW MEXICO

BEGINNING at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of said Section 22;

1965 DEC 20 AM 10:51
County Clerk
Deputy
Rec. 12,624 21,175

THENCE South parallel with and 33 feet West of said fence, a distance of 492.7 feet;

THENCE West 294.5 feet;

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of said firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet, more or less, to a point in said fence line;

THENCE East along said fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

There is excepted from this conveyance and reserved unto Grantor herein all of the oil, gas and other minerals in, on, under and that may be produced from the above described tract of land.

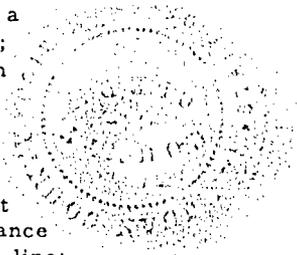
This conveyance is also subject to all rights-of-way and easements of record which affect the above described tract of land.

This conveyance is made with warranty covenants.

IN WITNESS WHEREOF El Paso Natural Gas Products Company has caused this warranty deed to be executed this 14th day of December, 1965.

ATTEST:
John B. Mason
Assistant Secretary

EL PASO NATURAL GAS PRODUCTS COMPANY
By John A. Woodward
Vice President



164

- File Copy -

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Naturita Supply Company, Inc.
of P.O. Box 928, Farmington, County of San Juan
State of New Mexico, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Seller" and referred
to by the masculine singular pronoun, for and in consideration of the sum of 500 Dollars and other good
and valuable considerations. DOLLARS
to the Seller in hand paid, the receipt whereof is hereby duly confessed and acknowledged, has granted, bargained and sold, and by
these presents does grant, bargain and sell unto Plateau, Inc.

P.O. Box 108, Farmington, County of San Juan
of San Juan
State of New Mexico, the following described personal property, to-wit:

All heaters, heat exchangers, pumps and drives, compressors and
drives, service tankage, vessels, tanks, electrical equipment
and fixtures, buildings, and all other personal property located
on El Paso Natural Gas Products Company's Bloomfield refinery
plantsite which is situated in the North half of the Northwest
quarter of the Northwest quarter (N/2 of NW/4 of NW/4) of Section 22,
T-29-N, R-11-W, NMPM, San Juan County, New Mexico; there is, however,
excepted from this sale all of the personal property heretofore sold
to Shell Oil Company, such personal property being located on a tract
of land containing 5,5021 acres, more or less, out of said Bloomfield
refinery plantsite, which tract of land was conveyed to Shell Oil
Company by Special Warranty Deed dated March 9, 1964, recorded in
Book 578, Page 232, records of San Juan County, New Mexico.
There is also excepted from this sale all oil, gas, water and all
other pipelines in, on, over and across said Bloomfield refinery
plantsite and which are owned by any third party.

This sale is made without warranty as to the condition, serviceability
or usability of any of the personal property sold hereunder, and with
the specific understanding that some of said personal property may be
dangerously contaminated with tetraethyl lead or other poisonous liquids
or gases.

This Bill of Sale includes all property sold to Naturita Supply Company
of Farmington, New Mexico by El Paso Natural Gas Products Company.
Bill of Sale dated December 6, 1965.

TO HAVE AND TO HOLD, all and singular, the goods and chattels above bargained and sold unto the said
Plateau, Inc., A New Mexico corporation

its heirs, executors, administrators
and assigns, forever, The Seller, for himself, his heirs, executors, administrators and assigns, all and singular, the said goods and
chattels above bargained and sold unto the said Plateau, Inc. its heirs, executors, administrators
and assigns, against the Seller and against all and every person whomsoever, shall and will warrant and forever defend.

IN WITNESS WHEREOF, The Seller has hereunto set his hand and seal this 10th day of
December in the year A. D. 1965.

Carolene D. Woodward

Signed, Sealed and Delivered in Presence of

Naturita Supply Co., Inc. (SEAL)
Plateau, Inc. (SEAL)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____
(Name or Names of Person or Persons Acknowledging)

My commission expires: _____
(Seal) Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }
COUNTY OF San Juan } ss.

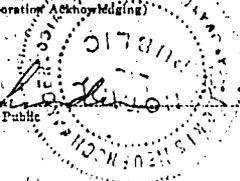
The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 1965.

by ROD O. WENZEL, PRESIDENT of NATURAL SUPPLY CO.
(Name of Officer) (Title of Officer) (Name of Corporation Acknowledging)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

My commission expires: _____
(Seal) Ronald Neumann
Notary Public

My Commission Expires June 30, 1968



BILL OF SALE

TO

STATE OF NEW MEXICO }
County of San Juan } ss.

I hereby certify that this instrument was filed for record on the 30th day of December, A. D. 1965, at 2:53 o'clock P.M., and was duly recorded in Book 618 of the Records of Bills of Sale, page 164 on this 30th day of December, A. D. 1965.

By Johanna Ayres County Clerk
Theresa Lee Perry Deputy
Rec # 12872
Nov 27 1965



FILED OR RECORDED

BOOK PAGE
SAN JUAN COUNTY, NEW MEXICO

RECORDED 30 PM 2:53

COUNTY CLERK

DEPUTY

Platano, Inc.
Nov 1965

1111 ...



FILED OR RECORDED

BOOK 618 PAGE 165
SAN JUAN COUNTY, NEW MEXICO

1965 DEC 30 PM 2:55

Johnnie Boyd
COUNTY CLERK

Vivian La Paro
DEPUTY REC. # 12873. Jan 2. 75

NATURITA SUPPLY COMPANY, INC., a corporation, for consideration paid, grants to
PLATEAU, INC., a corporation, the following described real estate in San Juan
County, New Mexico:



The North half of the Northwest quarter of the Northwest quarter (N/2 NW/4 NW/4) of Section Twenty-two (22), in Township Twenty-Nine (29) North of Range Eleven (11) West, N.M.P.M., SAVE AND EXCEPT a 5.5021 acre tract conveyed to Shell Oil Company by grantor herein by special warranty deed dated March 9, 1964, recorded in Book 578, at Page 232, Records of San Juan County, New Mexico, and described as follows:

5.5021 acres, more or less, out of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 22, T. 29 N, R. 11 W., N.M.P.M., San Juan County, New Mexico, said 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of said Section 22;
THENCE South parallel with and 33 feet West of said fence, a distance of 492.7 feet;
THENCE West 294.5 feet;
THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;
THENCE West parallel with and 10 feet South of the toe of said firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;
THENCE North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet more or less, to a point in said fence line;
THENCE East along said fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

There is excepted from this conveyance and reserved unto Grantor herein all of the oil, gas and other minerals in, on, under and that may be produced from the above described tract of land.

This conveyance is also subject to all rights-of-way and easements of record which affect the above described tract of land.

This conveyance is made with warranty covenants.

IN WITNESS WHEREOF Naturita Supply Company, Inc., has caused this warranty deed to be executed this 27 day of December, 1965.

WITNESS:
Caroline D. Morrison

NATURITA SUPPLY COMPANY, INC.
By *Robert H. [Signature]*
President

165-A

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 27 day of
December, 1965, by Robert O. WENZEL, President of Naturita
Supply Company, Inc., a corporation, on behalf of said corporation.



B. Haumann
Notary Public

My commission expires: 11/26/68

639-25

WARRANTY DEED & BILL OF SALE

EL PASO PRODUCTS COMPANY, a Texas corporation, with principal offices in the American Bank of Commerce Building, Odessa, Texas, hereinafter referred to as "GRANTOR" for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to KIMBELL CORPORATION, whose address is Post Office Box 1540, Fort Worth, Texas, hereinafter referred to as "GRANTEE", all of its right, title and interest in and to all oil, gas and other minerals in and under the following described land in San Juan County, New Mexico, to-wit:

Township 29 North, Range 11 West N. M. P. M.

The North One-Half of the Northwest Quarter of the Northwest Quarter (N/2 NW/4 NW/4) of Section 22, containing 20 acres, more or less,

subject to that certain Operating Agreement with KAY KIMBELL, dated September 12, 1960, covering operations on the W/2 of Section 22, Township 29 North, Range 11 West.

For the same consideration, GRANTOR does hereby grant, bargain, sell and convey all of its right, title and interest in and to that certain gas well known as the Kay Kimbell Cook Bloomfield Unit #1 and the production therefrom, which is located somewhere in the W/2 of said Section 22, together with all of its right, title and interest in and to the personal property located on, connected to or used in connection with said well.

All ad valorem taxes for the year 1966 shall be prorated as of the effective date of this Agreement. GRANTEE shall pay such taxes and bill GRANTOR for any such taxes.

TO HAVE AND TO HOLD the above described real and personal property with all and singular, the rights, privileges and appurtenances thereunto or in any wise belonging to the said GRANTEE herein, its successors and assigns forever and GRANTOR covenants that it will warrant and defend said title to the real and personal property hereinabove described and herein conveyed to GRANTEE, against the lawful claims of all parties claiming by, through or under GRANTOR, but not otherwise.

CONVEYANCE OF OIL AND GAS PROPERTIES

KIMBELL PROPERTIES, INC., a Texas corporation (herein called Grantor), being the same corporation formerly known as The Kimbell Corporation, pursuant to its plan of partial liquidation duly adopted and approved by its Board of Directors and stockholder, does hereby grant, bargain, sell, convey, assign, set over and deliver unto KIMBELL, INC., a Texas corporation (herein called Grantee), its successors and assigns, forever, all interest owned by or standing in the name of Grantor, or in the name of The Kimbell Corporation, in all oil, gas and mineral properties, including mineral fee properties, royalties, overriding royalties, and oil, gas and mineral leases and leaseholds, including but not limited to, those certain interests described in Exhibit A attached hereto and made a part hereof for all purposes, together with all personal property used in connection with the mineral interests hereby assigned and all surface rights-of-way and easements pertaining to or used in connection with the production and operation of said properties, it being the intention of this instrument to convey to the Grantee all oil, gas and mineral interests and properties which the Grantor owns or claims or in which it has any interest.

TO HAVE AND TO HOLD all and singular the properties, assets and rights hereby transferred, assigned and conveyed or intended to be transferred, assigned and conveyed unto the Grantee, its successors and assigns, forever.

This conveyance, assignment and transfer may be executed in any number of counterparts, each of which shall, for all purposes, be deemed an original, and all such counterparts shall together constitute and be one and the same conveyance and transfer.

This conveyance, assignment and transfer shall be effective as of 7:00 A.M., the 1st day of May, 1969.

EXECUTED, this 19th day of May, 1969.

KIMBELL PROPERTIES, INC.

ATTEST:

By A. L. Scott
President

Andrew J. Hancock
Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. L. SCOTT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KIMBELL PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, 1969.



Virginia Elizabeth Hudson
Notary Public in and for Tarrant
County, Texas

EXHIBIT A

WORKING INTEREST PRODUCING PROPERTIES
 Kimbell Corporation
 now called
 Kimbell Properties, Inc.

Fractional 8/8
 part going to
 Kimbell Corp.'s
 Interest

Description

NEW MEXICO

1. Lease: B & B Federal
 Assignor: Halliburton Company
 Assignee: Kimbell Corporation
 Instrument: Assignment
 Dated: January 2, 1968
 Legal Description:
 NW/4 and SE/4 of Section 36, T-18-S, R-26-E, N.M.P.M. Survey, containing 320 acres, more or less.
 Recorded in Volume 58 at Page 668, Deed Records, Eddy County, New Mexico. .1014201

2. Lease: Cook-Bloomfield Unit #1
 Grantor: El Paso Products Company
 Grantee: Kimbell Corporation
 Instrument: Warranty Deed and Bill of Sale
 Dated: November 1, 1966
 Legal Description:
 N/2 NW/4 NW/4 of Section 22, T-29-N, R-11-W, N.M.P.M. Survey, containing 20 acres, more or less.
 Recorded in Volume 639 at Page 125, Deed Records, San Juan County, New Mexico. .0625000

3. Shafter Lake San Andres Unit
 Tract 15 - Ewell Jones -
 West 200 acres of the South 440 acres of Section 21 and the West 120 acres of the North 200 acres
 of Section 21, Block A-36, F.S.L. Survey, containing 320 acres, more or less. .4785
 Tract 13 - Texas University -
 E/2 NE/4 of Section 5, Block 14, University Lands Survey, containing 80 acres, more or less.
 Effective date of Unit Agreement: November 1, 1966.
 Recorded in Volume 67 at Page 508, Deed Records, Andrews County, Texas. .0968

TEXAS

4. Lease: W. G. Dozier
 Assignor: Diamond Oil Company
 Assignee: Kimbell Corporation
 Instrument: Assignment
 Dated: May 25, 1968
 Legal Description:
 The West 40 acres of the following described 63-acre tract of land: Being all of the W. C. Hamilton
 Survey, Abstract 1385, and being the N/2 of Subdivision No. 1 of Section 3 of University League No.6:
 168-B 509

Description

WORKING INTEREST PROMISING PROPERTIES
Kimbell Corporation
now called
Kimbell Properties, Inc.

Fractional 8/8 part
going to Kimbell
Corp.'s Interest

TEXAS
(continued)

4. (continued)

Legal Description:

Beginning at the Northwest corner of Subdivision No. 2, Section 2 of said University League 6; Thence
West 1200 varas to Northwest corner of said University League 6; Thence South 485 varas with WPL
of said University League 6 to Northwest corner of Jno. Farley Survey; Thence East with its NE line
1200 varas to its Northeast corner on the FB line of said Section 3 and NB line of said Section 2;
Thence North 485 varas to the place of beginning; and containing 103 acres, more or less; SAVE AND
EXCEPT the East 40 acres of the following described 80 acres: Beginning at the Northwest corner
of Survey No. 2, Section 2, stone marked A, a P.O. marked X bears N 59 deg. W 10 varas, and a B.J.
bears S 35 deg. W 11 varas; same being the Northeast corner of the above 103-acre tract; Thence
West 2640 feet; Thence South 1320 feet; Thence East 2640 feet; Thence North 1320 feet to the beginning.
Recorded in Volume 498 at Page 434, Deed Records, Cooke County, Texas.

.8203125

5. West Welch Unit

Tract 77 - Kirby -
NW/4 SW/4 of Section 69, Block M, E, L & RR Company Survey, containing 40 acres, more or less.

Effective date of Unit Agreement: February 23, 1954.
Recorded in Volume 80 at Page 361, Deed Records, Gaines County, Texas.

.562500

6. Lease: Doyle Dean

Assignor: Pasin Petroleum, Inc.
Assignee: Kimbell Corporation
Instrument: Assignment
Dated: November 1, 1966

Legal Description:

Covering all of Lot 1 and the North 4.4 acres of Lot 2, Block 1, Proadacres Addition to the Town
of Littlefield, Lamb County, Texas, per the map or plat of said addition of record in Volume 17,
Page 385, Lamb County Deed Records, and being the identical 13.6 acres described in deed to Doyle
Dean, et ux, recorded in Volume 172 at Page 200, Deed Records, Lamb County, Texas.
Recorded in Volume 265 at Page 628, Deed Records, Lamb County, Texas.

.1914062

7. Lease: R. N. Nicholas

Assignor: Basin Petroleum, Inc.
Assignee: Kimbell Corporation
Instrument: Assignment
Dated: November 1, 1966

WORKING INTEREST PRODUCING PROPERTIES
Kimbell Corporation
now called
Kimbell Properties, Inc.

Fractional 8/8 part
going to Kimbell
Corp.'s Interest

Description

TEXAS
(continued)

7. (continued)
Legal Description:
W/2 of Labor 2, State Capital League 664.
Recorded in Volume 265 at Page 629, Deed Records, Lamb County, Texas. .1948852
8. Lease: University "B"
Assignor: E. P. Campbell
Assignee: Kimbell Corporation
Instrument: Assignment
Dated: January 25, 1960
Legal Description:
E/2 of Section 13, Block 16, University Lands Survey.
Recorded in Volume 219 at Page 126, Deed Records, Ward County, Texas. .17956
9. Lease: University "PHL"
Assignor: E. P. Campbell
Assignee: Kimbell Corporation
Instrument: Assignment
Dated: January 25, 1960
Legal Description:
280 acres out of Section 15, Block 16, University Lands, Ward County, Texas.
Recorded in Volume 219 at Page 126, Deed Records, Ward County, Texas. .162598
10. Mickett South Yates Unit
Tract 1 -
E/2 of Section 13, Block 16, University Lands, containing 320 acres.
Tract 2 -
W/2 of Section 10, Block 16, University Lands, containing 320 acres.
Tract 4 -
W/2 of Section 9, Block 16, University Lands, containing 320 acres.
Tract 5 -
SE/4 of Section 14, Block 16, University Lands, containing 160 acres.
(All tracts subject to a depth of 3000' from surface only.)
Effective date of Unit Agreement: May 1, 1964
Recorded in Volume 279 at Pages 365-384, Deed Records, Ward County, Texas. .157757

WORKING INTEREST PRODUCING PROPERTIES

Description

Kimbell Corporation
now called
Kimbell Properties, Inc.

TEXAS

(continued)

Fractional 8/8 part
going to Kimbell
Corp.'s Interest

11. Lease: W. T. Waggoner Estate "p"

Assignor: Basin Petroleum, Inc.

Assignee: Kimbell Corporation

Instrument: Assignment

Dated: November 1, 1966

Legal Description:

An 8/64 interest in the W. T. Waggoner Estate "p" lease covering lands in Wilbarger County, Texas, including, but not limited to, Assignor's 8/64 of 7% interest in the Grayback Strawn Unit created by Unitization Agreement dated April 20, 1962, covering lands in Section 24, Block 4, H & TC RR Survey, Wilbarger County, Texas, and which covers specifically 14.6 acres of land, subject to the W. T. Waggoner Estate "p" lease, being 797 feet out of the Northwest corner of the NE/4 of the SE/4 of Section 24, Block 4, H & TC RR Survey, together with all interest of the Assignor in any oil, gas and mineral interests outside of said Grayback Strawn Unit and situated in Wilbarger County, Texas.
Recorded in Volume 247 at Page 356, Deed Records, Wilbarger County, Texas.

.1018000

12. Southeast Alvord (Bryson) Unit

Tract 6 - W. M. Reynolds -

40 acres out of the Grayson County School Land Survey, A-498, Subdivision 11, situated in Wise County, Texas, described as follows: Beginning at the Southeast corner of Subdivision 11; Thence West 1616.5 feet to point for corner; Thence North 1022 feet to point for corner in the South line of the Mabel Young 107.72-acre tract; Thence East 1616.5 feet to the East line of Subdivision 11; Thence South along the East line of said Subdivision to the place of beginning.

.5214844

Tract 9 - W. H. Portwood -

40 acres out of the Joseph Luce Survey, A-498, situated in Wise County, Texas, described as follows: Beginning at the Southwest corner of said Luce Survey, also the Southeast corner of Subdivision 11 of the Grayson County School Land Survey, A-329; Thence North along the West line of said Luce Survey and the East line of said Grayson County School Land Survey 1641.1 feet to corner, being the Southwest corner of the H. E. Man 70.54-acre tract; Thence East 1061.7 feet along the South line of said H. E. Man tract 1061.7 feet to point for corner in the West line of the Phillips-Grace 40-acre tract; Thence South 1641.1 feet along the West lines of the Phillips-Grace 40-acre tract and Phillips-"Municipal" tracts to point for corner in the South line of said Luce Survey; Thence West 1061.7 feet along the South line of said Luce Survey to the place of beginning.

.1738291

Effective date of Unit Agreement: July 1, 1967
Recorded in Volume 171 at Page 87, Deed Records, Wise County, Texas.

WORKING INTEREST PRODUCING PROPERTIES
Kimbell Corporation
now called
Kimbell Properties, Inc.

Fractional 8/8 part
going to Kimbell
Corp.'s Interest

.047850
.043210
.045160
.043210
.046870

TEXAS
(continued)

Description

- 13. Brahaney Unit
 - Tract 16 - Pike - SW/4 NW/4, NW/4 SW/4, containing 80 acres, more or less.
 - Tract 17 - Pike C-A - NE/4 NW/4, containing 40 acres, more or less.
 - Tract 18 - Pike C - W/2 NE/4, SE/4 NW/4, NE/4 SW/4, containing 160 acres, more or less.
 - Tract 19 - Pike B - NW/4 SE/4, SE/4 SE/4, containing 80 acres, more or less.
 - Tract 20 - Pike A - E/2 NE/4, NE/4 SE/4, containing 120 acres, more or less.
- All being in Section 476, Block D, John H. Gibson Survey.
Effective date of Unit Agreement: July 1, 1965
Recorded in Volume 264 at Page 57, Deed Records, Yoakum County, Texas.

- 14. Lease: Lee A. Brownfield
Assignor: Basin Petroleum, Inc.
Assignee: Kimbell Corporation
Instrument: Assignment
Dated: November 1, 1966
Legal Description:
N/2 of SW/4 and the SW/4 of the SW/4 of Section 20, Block K, Public School Land Survey,
Yoakum County, Texas.
Recorded in Volume 289 at Page 341, Deed Records, Yoakum County, Texas.

.2119140

PRODUCING ROYALTIES
Kimbell Corporation
now called
Kimbell Properties, Inc.

Fractional 8/8
part going to
Kimbell Corp.'s Interest

Description

TEXAS

1. TXL South Unit
Tract 81 -
SE/4 of Section 14, Block 45, T-2-S, T & P Ry. Co. Survey, containing 160 acres, more or less; (limited to 6400' below surface of the ground).
Effective date of Unit Agreement: December 1, 1965
Recorded in Volume 522 at Page 417, Deed Records, Ector County, Texas.

.0076562 ORRI

Description

PRODUCING MINERALS
Kimbell Corporation
now called
Kimbell Properties, Inc.

TEXAS

Fractional 8/8
part going to
Kimbell Corp.'s Interest

1. Lease: McAllester East Texas Co. - Fee

Grantor: Fleming and Kimbell

Grantee: Kimbell Corporation

Instrument: Mineral Deed

Dated: January 31, 1947

Legal Description:

A certain tract of 3-1/4 acres, more or less, in the G. W. Hooper Survey, Gregg County, Texas, more particularly described as follows: Beginning at the Southwest corner of the Mathis Christian 16-acre tract, a part of the Randall Christian 104-acre tract; Thence North with the West line of the Mathis Christian 16-acre tract to the Northwest corner of same; Thence N 6 deg. 40' W 129 feet to a point in the West line of the Tommie Christian 16-acre tract; Thence West 95 feet to a point; Thence South to a point 110 feet West of the Southwest corner of said Mathis Christian 16-acre tract; Thence East 110 feet to the place of beginning.
Recorded in Volume 306 at Page 42, Deed Records, Gregg County, Texas.

FILED OR RECORDED

BOOK 673 PAGE 168
SAN JUAN COUNTY, NEW MEXICO
Dec. 29354-24 9,75
1969 JUN 18 AM 9:30

Leola J. Pursand
COUNTY CLERK

Patricia L. Jones



.062500 RI

STATE OF NEW MEXICO, County of Eddy, do hereby certify that this Instrument was filed for record on the 26 day of May, 1969 at 9:30 o'clock A.M. and duly recorded in book 67, page 502 of the Records of Miscellaneous

Mildred Branch, County Clerk

By *William J. Alanda* Deputy

29210

CONVEYANCE OF MINERAL INTERESTSANDASSIGNMENT OF WORKING INTERESTS

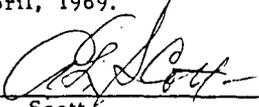
The undersigned, a majority of the Independent Executors of the Estate of Kay Kimbell, Deceased, hereinafter called Grantor, for valuable consideration to them in hand paid by Kimbell, Inc., hereinafter called Grantee, the receipt, adequacy and sufficiency of which is hereby acknowledged, have granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, and by these presents do hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Grantee, its successors and assigns forever, all interests owned by or in the name of Grantor, in mineral fee properties and in all oil, gas and/or mineral leases, including, but not limited to, those certain interests described in Exhibit A attached hereto and made a part hereof for all purposes, and in the non-producing mineral interests described in Exhibit B attached hereto and made a part hereof for all purposes, together with any surface estate owned by Grantor in any properties as to which the mineral interest is hereby conveyed; save and except only that Grantor reserves unto itself and does not hereby convey all interests in royalty or overriding royalty, production payments or other non-expense bearing interests in oil, gas or other minerals, it being the intention to hereby convey all interests which Grantor has which are commonly called expense bearing working interests in oil, gas or other minerals, including all rights-of-way, easements, permits, licenses, oil wells, gas wells, water wells, injection wells, derricks, pumps, casings, rods, tubing, wellhead equipment, separators, tanks, oil in tanks, pipelines, valves, fittings and other facilities for gathering, storing, treating, handling, transporting or transmitting oil, gas or other minerals, and all personal property used in connection with the interests herein assigned, and all surface rights owned by Grantor.

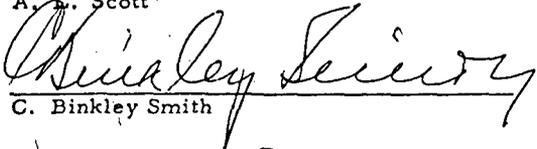
TO HAVE AND HOLD all and singular the properties, assets and rights hereby transferred, assigned and conveyed or intended to be transferred, assigned and conveyed, unto the Grantee, its successors and assigns forever.

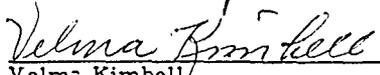
This assignment and transfer may be executed in any number of counterparts, one complete counterpart of which shall be filed and recorded in Cooke County, Texas, and other counterparts to which will be attached as Exhibit A only the properties in the particular county in which the counterpart is to be recorded, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same assignment and transfer.

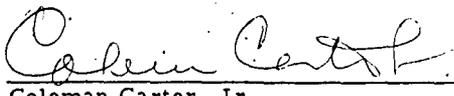
This assignment and transfer shall be effective as of 7:00 A. M., on the 1st day of April, 1969.

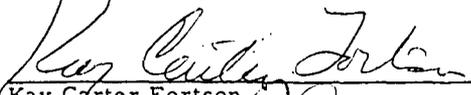
EXECUTED this 28th day of April, 1969.

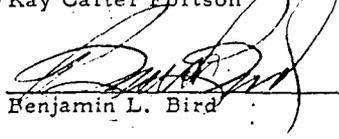

A. L. Scott


C. Binkley Smith


Velma Kimbell


Coleman Carter, Jr.


Kay Carter Eortson


Benjamin L. Bird

INDEPENDENT EXECUTORS OF THE
ESTATE OF KAY KIMBELL, DECEASED

169-B

THE STATE OF TEXAS §

COUNTY OF TARRANT §

I, the undersigned, a Notary Public, duly qualified, commissioned, sworn and acting in and for the County of Tarrant, State of Texas, hereby certify that on this 28th day of April, 1969:

there appeared before me

A. L. SCOTT, C. BINKLEY SMITH, VELMA KIMBELL, COLEMAN CARTER, JR., KAY CARTER FORTSON and BENJAMIN L. BIRD,

Independent Executors of the Estate of Kay Kimbell, Deceased;

TEXAS:

Before me appeared the above named persons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of April, A. D. 1969.

W. Hutchings Hollins
Notary Public in and for Tarrant County, Texas

NEW MEXICO:

The foregoing instrument was acknowledged before me this date by the above named persons as Independent Executors of the Estate of Kay Kimbell, Deceased.



W. Hutchings Hollins
Notary Public in and for Tarrant County, Texas

KANSAS:

Be it remembered, that on the above date before me, the undersigned, a Notary Public, personally appeared the above named persons, who are persons known to me and known to me to be the same persons who executed the foregoing instrument as Independent Executors of the Estate of Kay Kimbell, Deceased, and duly acknowledged the execution of the same.



W. Hutchings Hollins
Notary Public in and for Tarrant County, Texas

169-C

OKLAHOMA:

Before me, a Notary Public in and for Tarrant County, Texas, on the above date personally appeared the above named persons, to me known to be the identical persons who executed the within and foregoing instrument as Independent Executors of the Estate of Kay Kimbell, Deceased, and acknowledged to me that they executed the same as Independent Executors of the Estate of Kay Kimbell, Deceased, as their free and voluntary act and deed and for the purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of

April, 1969.



W. L. ...
Notary Public in and for Tarrant County,
Texas

MY COMMISSION EXPIRES:
June 1, 1969

299

169-D

WORKING INTEREST PRODUCING PROPERTIES

Description

EDDY COUNTY

NEW MEXICO

Fractional 8/3
part going to
Kirbell Interest

- 9. Lease: B & B Federal
 Assignor: E. P. Campbell, et ux
 Assignee: Kay Kirbell
 Instrument: Assignment
 Dated: March 26, 1959
 Legal Description:
 NW/4 and SE/4, Section 36, T-18-S, R-26-E, N.M.P.M., containing 320 acres.
 Recorded in Volume 104 at Page 137, Deed Records, Eddy County, New Mexico.
 EEA COUNTY
 3826125
- 10. West Pearl Queen Unit
 Tract 2 - W/2 NE/4, Section 29, T-19-S, R-35-E, containing 80 acres, more or less.
 Effective date of Unit Agreement: March 1, 1964.
 Recorded in Volume 221 at Page 33, Deed Records, Lea County, New Mexico.
 35039

WORKING INTEREST PRODUCING PROPERTIES

169-E
609

Description

SAN JUAN COUNTY
NEW MEXICO
(continued)

Fractional 8/8
part going to
Kimbell Interest

- 27. Lease: Warren Federal No. 3
Assignor: Victor Salazar et al
Assignee: Kay Kimbell
Instrument: Assignment
Dated: June 25, 1957
Legal Description:
E/2 of Section 26, T-25-N, R-6-W, N.M.P.M., containing 320 acres, more or less.
Recorded in Volume 49 at Page 155, Deed Records, Rio Arriba County, New Mexico.
After Payout the working interest will reduce to .4468750. .8150000
- 28. Lease: Warren Federal No. 4
Assignor: Victor Salazar, et al
Assignee: Kay Kimbell
Instrument: Assignment
Dated: June 25, 1957
Legal Description:
E/4 of Section 35, T-25-N, R-6-W, containing 160 acres, more or less.
Recorded in Volume 47 at Page 148, Deed Records, Rio Arriba County, New Mexico.
After Payout working interest will reduce to .3093750. .8150000
- 29. Lease: Warren Salazar No. 2
Assignor: Victor Salazar, et al
Assignee: Kay Kimbell
Instrument: Assignment
Dated: June 25, 1957
Legal Description:
W/2 of Section 26, T-25-N, R-6-W, N.M.P.M., containing 320 acres, more or less.
Recorded in Volume 49 at Page 155, Deed Records, Rio Arriba County, New Mexico.
After Payout the working interest will reduce to .3093750. .8150000
- 30. Lease: Cook-Bloomfield No. 1
Assignor: Roy L. Cook, et al
Assignee: Kay Kimbell
Instrument: Assignment
Dated: June 22, 1960

WORKING INTEREST PRODUCING PROPERTIES

Fractional 8/8
part point to
Kimbell Interest

BOOK 314 PAGE 610

169-F301

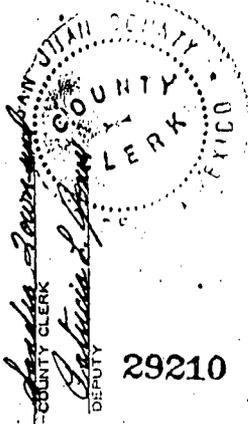
SAN JUAN COUNTY
NEW MEXICO
(continued)

Description	.309028	.31586651	.6221903	.604375
<p>30. Legal Description: 1/2 of Section 22, T-29-N, R-11-W, N.M.P.M., containing 320 acres, more or less. Recorded in Volume 457 at Page 43, Deed Records, San Juan County, New Mexico.</p>				
<p>31. Lease: Cook-Bloomfield No. 2 Assignor: Roy L. Cook, et al Assignee: Kay Kimbell Instrument: Assignment Dated: December 30, 1960 Legal Description: 3/4 of Section 22, T-29-N, R-11-W, N.M.P.M. (covering gas produced from Fruitland Formation), containing 160 acres, more or less. Recorded in Volume 476 at Page 126, Deed Records, San Juan County, New Mexico.</p>				
<p>32. Lease: Federal Devonian Assignor: Devonian Gas & Oil Co. Assignee: Kay Kimbell Instrument: Assignment Dated: May 5, 1960 Legal Description: 1/2 of Section 4, T-29-N, R-12-W, N.M.P.M., containing 320 acres, more or less. Recorded in Volume 457 at Page 124, Deed Records, San Juan County, New Mexico.</p>				
<p>33. Lease: Hanson No. 1 Assignor: E. P. Campbell, et ux Assignee: Kay Kimbell Instrument: Assignment Dated: April 25, 1960 Legal Description: 1/2 of Section 5, T-25-N, R-10-W, N.M.P.M., containing 320 acres, more or less. Recorded in Volume 457 at Page 72, Deed Records, San Juan County, New Mexico. After Payout the working interest will reduce to .406250.</p>				

302

FILED OR RECORDED

BOOK 473 PAGE 169
SAN JUAN COUNTY, NEW MEXICO
Acc. # 29210-248.05
1969 JUN 18 AM 9:47



29210

MAY 22 1969
11:25 AM
and Indexed in Book B 319
Page 604
ETHEL KALDINIAN, County Clerk
Deputy

STATE OF NEW MEXICO
COUNTY OF LEA
FILED



STATE OF NEW MEXICO, County of Eddy, do hereby certify that this Instrument was filed for record on the 20th day of May 1969 at 11:30 o'clock A.M. and duly recorded in book 473, page 169 of the Records of *Mildred Smith*

Mildred Smith, County Clerk

By *Quanta Carpenter* Deputy

21796875

169-G
PAGE 611

Description

SAN JUAN COUNTY

NEW MEXICO
(continued)

34 Lease: Hartman-Bloomfield No. 1
Assignor: Edward Hartman, et ux
Assignee: Kay Kimbell
Instrument: Assignment
Dated: June 20, 1960
Legal Description:
E/2 of Section 22, T-29-N, R-11-W, N.M.P.M., containing 320 acres, more or less.
Recorded in Volume 454 at Page 159, Deed Records, San Juan County, New Mexico.

WORKING INTEREST PRODUCING PROPERTIES

Fractional 8/8
part joint to
Kimbell Interest

SPECIAL WARRANTY DEED

THIS IS A DEED dated December 31, 1969, by SHELL OIL COMPANY, a Delaware corporation ("Shell Oil"), with offices at 50 West 50th Street, New York, New York, to SHELL PIPE LINE CORPORATION, a Maryland corporation ("Shell Pipe"), with offices at 609 Fannin, Houston, Texas:

SHELL OIL, for \$10.00 and other valuable consideration received, hereby grants, sells, and conveys to Shell Pipe the following described real property located in the County of San Juan, State of New Mexico:

5.5021 acres more or less out of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 22, T-29-N, R-11-W, N.M.P.M., San Juan County, New Mexico, said 5.5021 acre tract being described as follows:

Beginning at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.2 feet more or less from the West line of said Section 22.

Thence South parallel with and 33 feet West of said fence, a distance of 492.7 feet.

Thence West 294.5 feet.

Thence North 159.7 feet more or less to a point located 10 feet South of the toe of a firewall.

Thence West parallel with and 10 feet South of the toe of said firewall a distance of 284 feet more or less to a point located 10 feet West of the prolongation of the toe of a North and South firewall.

Thence North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet more or less to a point in said fence line.

Thence East along said fence a distance of 578.5 feet more or less to the place of beginning and containing 5.5021 acres more or less.

Excepting therefrom all oil, gas, and other minerals reserved unto El Paso Natural Gas Products Company by Special Warranty Deed dated March 9, 1964, recorded in Book 578, Page 232 records of San Juan County, New Mexico, and subject to an easement to El Paso Natural Gas Products Company, dated October 4, 1960, recorded in Book 464, Page 263, records of San Juan County, New Mexico.

together with all rights, privileges, and appurtenances thereto and any buildings and land improvements thereon; but subject to all liens and encumbrances of record prior to the recording of the conveyance by which Shell Oil acquired the same, and subject also to any liens and encumbrances specified above for the real property described.

563-A

TO HAVE AND TO HOLD the same unto Shell Pipe and its successors and assigns forever.

SUBJECT to the foregoing and to the lien of real property taxes and assessments for the year 1969, Shell Oil covenants that it will warrant and defend the title to the real property hereby conveyed, against the lawful claims of all parties claiming by, through or under Shell Oil, but not otherwise.

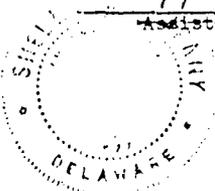
EXECUTED as of the date first herein specified.

ATTEST:

SHELL OIL COMPANY

W. D. Washburn
Assistant Secretary

By *Paul J. Deisler, Jr.*
Vice President



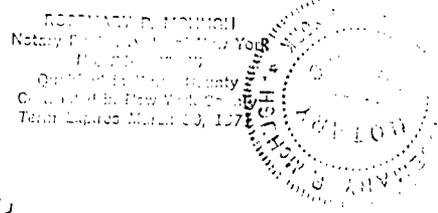
STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 24th day of December, 1969, by P. F. Deisler, Jr., Vice President of Shell Oil Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Raymond P. McShane
Notary Public in and for the County and State aforesaid.

My Commission expires:



FILED OR RECORDED
BOOK 679 PAGE 563
SAY PLAIN COURT, NEW YORK
Dec #32411 - Du 2.75
1970 JAN 19 PM 12:16
Sandra Dorman
COUNTY CLERK
Richard Jones



WARRANTY DEED

PLATEAU, Inc., a corporation

for consideration paid, grant

to CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM

the following described real estate in San Juan County, New Mexico:

A tract of land in the N1/2 NW1/4 NW1/4 Section 22, Township 29 North, Range 11 West, N.M.P.M., described as follows: BEGINNING at a point which is South 89° 41' East 420.5 feet and South 19.5 feet from the Northwest corner of said Section 22, THENCE South 89° 41' East 100.0 feet; THENCE South 333.0 feet; THENCE North 89° 41' West 100.0 feet; THENCE North 333.0 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

Subject to easements, and reservations of record.

with warranty covenants. WITNESS MY hand and seal this 21st day of September 19 72

(Seal) Plateau, Inc. (Seal)

ATTEST: (Seal) By: [Signature] (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

SAN JUAN COUNTY CLERK NEW MEXICO

ss.

The foregoing instrument was acknowledged before me this day of 19 by [Name or Names of Person or Persons Acknowledging]

My commission expires (See)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 21st day of September 19 72

[Signature] (Name of Officer) of Plateau, Inc. (Name of Corporation Acknowledging)

(State of Incorporation) corporation, on behalf of said corporation.

My commission expires:

(Seal) [Signature] Notary Public

FOR RECORDER'S USE ONLY FILED OR RECORDED BOOK 710 PAGE 351 SAN JUAN COUNTY, NEW MEXICO OCTOBER 17, 1972 AT 9:00 O'CLOCK P.M. Carol Sandy COUNTY CLERK Deputy [Signature]

712-77

WARRANTY DEED

PLATEAU, INC., a corporation

for consideration paid, grant

CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM

the following described real estate in San Juan County, New Mexico:

A tract of land lying in the Northwest Quarter (NW1/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., more particularly described as follows: BEGINNING AT A point which point bears South 89° 41' East 320.5 feet and South 19.5 feet from the Northwest (NW) Corner of said Section 22; THENCE South 89° 41' East 100.0 feet; THENCE South 333.0 feet; THENCE North 89° 41' West 100.0 feet; THENCE North 333.0 feet to the point of beginning, Containing 0.764 acres, more or less.

SUBJECT TO easements, reservations and restrictions of record.

with warranty covenants. WITNESS hand and seal this 16th day of November 1972

(Seal) PLATEAU, INC. (Seal)

(Seal) by: O. L. Harrison (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF San Juan The foregoing instrument was acknowledged before me this 17th day of November 1972

by O. L. Harrison (Name or Name of Person or Persons Acknowledging)

My commission expires: (Seal) 11-7-74 Notary Public Melinda Jane Proffitt

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 17th day of November 1972

by O. L. Harrison (Name of Officer)

Plateau, Inc. (Name of Corporation Acknowledging)

corporation, on behalf of said corporation.

My commission expires: (Seal) 11-7-74 Notary Public Melinda Jane Proffitt

FOR RECORDER'S USE ONLY FILED OR RECORDED BOOK 712 PAGE 22 SAN JUAN COUNTY, NEW MEXICO Nov. 23, 1972 AT 11:39 O'CLOCK A.M. Carol Bundy COUNTY CLERK

Notary seal for Melinda Jane Proffitt, Notary Public, State of New Mexico, commission expires 11-7-74.

QUITCLAIM DEED

CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM
 _____ for consideration paid, quitclaim B. to
 SHELL PIPELINE COMPANY, a corporation

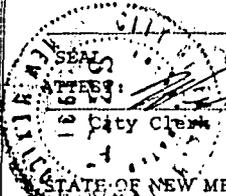
 the following described real estate in San Juan _____ County, New Mexico:

A tract of land lying in the Northwest Quarter (NW¹/₄) of Section 22,
 Township 29 North, Range 11 West, N.M.P.M., more particularly described
 as follows:
 BEGINNING AT A point which point bears South 89° 41' East 420.5 feet
 and South 19.5 feet from the Northwest corner of said Section 22;
 THENCE South 89° 41' East 100.0 feet;
 THENCE South 333.0 feet;
 THENCE North 89° 41' West 100.0 feet;
 THENCE North 333.0 feet to the point of beginning,
 Containing 0.764 acres, more or less.

THE PURPOSE of this document is to void that certain Deed recorded
 in Book 710, page 351 of the San Juan County Records.

WITNESS _____ hand and seal this 16th day of November, 1972.

(Seal) CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM (Seal)



_____ (Seal) by: Boyd Scott (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____
 (Name of Names of Person or Persons Acknowledging)

My commission expires: _____
 (Seal) _____ Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF San Juan _____ ss.

The foregoing instrument was acknowledged before me this 17th _____

day of November, 1972,

by Boyd F. Scott (Name of Officer)

Mayor of The City of Farmington, N.M.
 (Title of Officer) (Name of Corporation Acknowledging)

New Mexico Municipal
 corporation, on behalf of said
 (State of Incorporation)

My commission expires:
 10-7-73
 (Seal) _____
 Notary Public

FOR RECORDER'S USE ONLY

FILED OR RECORDED

BOOK 712 PAGE 78

SAN JUAN COUNTY, NEW MEXICO

AT 11:30 o'clock A.M.

Carol Brady
 COUNTY CLERK

Patricia S. Jones
 DEPUTY

Doc # 57127-7-1-70

RIGHT OF WAY EASEMENT

W. O. 4821179, 926381
J. O. 482-1688

THIS INDENTURE, MADE THIS 26th DAY OF Oct AD 1981
BY AND BETWEEN Plateau, Inc. BY: W. L. Dealey
TITLE Vice President A New Mexico CORPORATION

SHORTLY HEREIN, PARTY OF THE FIRST PART, AND THE CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM AND THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, CORPORATIONS, PARTY OF THE SECOND PART

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLAR LAWFUL MONEY OF THE UNITED STATES OF AMERICA AND OTHER VALUABLE CONSIDERATIONS TO THEM IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND CONFIRM UNTO THE SAID PARTY OF THE SECOND PART AND ITS SUCCESSORS, AND ASSIGNS A RIGHT OF WAY IN, ON, UNDER, BENEATH, OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS SITUATED IN SAN JUAN COUNTY, NEW MEXICO, FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, ERECTING, LAYING, INSTALLING, MAINTENANCE, RENEWING, REPAIRING, INSPECTING, OPERATING, AND MAINTAINING ELECTRIC POWER LINES, CABLES, TRANSMISSIONAL LINES, POLES, TOWERS, GUYS, WIRES, POSTS, BRACES, TRUSSES, CONDUITS, AND ALL EQUIPMENT AND APPARATUS NECESSARY OR CONVENIENT TO THE TRANSMISSION, DISTRIBUTIONS, AND OF ELECTRIC POWER AND ELECTRIC CURRENT AND TELEPHONE COMMUNICATIONS SYSTEMS IN, ON, UNDER, BENEATH, OVER AND ACROSS THE SAID FOLLOWING DESCRIBED LANDS, TO-WIT: North One-Half of the Northwest Quarter of the Northwest Quarter (N1/2 NW1/4) of Section 29, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, LESS AND EXCEPT a 5.5021 acre tract conveyed to Shell Oil Company, by Grantor Deed with special Warranty Deed dated March 9, 1964 as recorded in Book 578, Page 237.

This easement being five (5) feet wide and twenty (20) feet long for an anchor easement.

FILED OR RECORDED
BOOK 926 PAGE 581
SAN JUAN COUNTY, NEW MEXICO
DEC. 28 1981
AT 9:23 O'CLOCK A M
Clay Bandy
COUNTY CLERK
Ray Handman
DEPUTY
Rec # 136920 Sub # 150



TOGETHER WITH RIGHT OF INGRESS AND EGRESS IN, ON, UNDER, BENEATH, OVER AND ACROSS THE SAID DESCRIBED LANDS FOR THE AFORESAID PURPOSES.

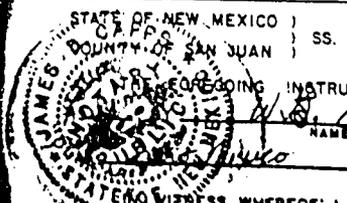
TO HAVE AND TO HOLD THE SAID DESCRIBED LANDS UNTO THE SAID PARTY OF THE SECOND PART AND ITS SUCCESSORS AND ASSIGNS FOR THE AFORESAID PURPOSES, SO LONG AS THE PARTY OF THE SECOND PART AND ITS SUCCESSORS AND ASSIGNS SHALL USE SAID LANDS OR ANY PART THEREOF FOR ANY OF THE AFORESAID PURPOSES.

AND, THE SAID PARTY OF THE SECOND PART COVENANTS AND AGREES THAT IT SHALL AND WILL CLOSE ALL GATES USED BY IT OR ITS SERVANTS AND EMPLOYEES IN GOING UPON AND LEAVING SAID PREMISES FOR THE AFORESAID PURPOSES, AND THAT IT WILL PAY TO THE SAID PARTIES OF THE FIRST PART AND THEIR HEIRS, AND ASSIGNS ALL REASONABLE DAMAGES DONE OR CAUSED TO BE DONE BY THE PARTY OF THE SECOND PART AND ITS SERVANTS AND EMPLOYEES IN GOING IN, ON, UNDER, BENEATH, OVER AND ACROSS THE SAID LANDS IN ERECTING, INSTALLING, SERVICING, REPAIRING, MAINTAINING, AND USING THE SAID POWER LINES, EQUIPMENT, AND TELEPHONE COMMUNICATIONS SYSTEMS.

IT IS FURTHER COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO THAT IF AND WHEN THE PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS ABANDON THE SAID LANDS FOR THE AFORESAID USES, FOR THE PERIOD OF TWO YEARS OR MORE, THE RIGHTS HEREIN GRANTED SHALL AUTOMATICALLY REVERT TO THE SAID PARTIES OF THE FIRST PART AND THEIR HEIRS AND ASSIGNS.

IN WITNESS WHEREOF THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET his HANDS AND SEALS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

PLATEAU, INC.
By: W. L. Dealey Vice President
Title



STATE OF NEW MEXICO)
COUNTY OF SAN JUAN) SS.
I, James S. Capas Notary Public, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF Oct, 1981 BY W. L. Dealey Vice President OF Plateau, Inc. CORPORATION, ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
MY COMMISSION EXPIRES: 8-24-85
James S. Capas
NOTARY PUBLIC

FILED OR RECORDED
BOOK 934 PAGE 21
SAN JUAN COUNTY, NEW MEXICO
APRIL 5, 1982
AT 10:00 O'CLOCK AM BY
Carol Bundy
COUNTY CLERK
Fay Handlman
DEPUTY Sw #5379
PC #3217



934-21

SECOND
MORTGAGE

THIS INDENTURE, made this 27 day of March 1982, between GIANT INDUSTRIES, INC., an Arizona corporation ("Giant"), and CINIZA PIPE LINE INC., an Arizona corporation ("Pipeline"), hereinafter with their heirs, executors, administrators, successors and assigns collectively called the Mortgagor, and THE VALLEY NATIONAL BANK OF ARIZONA, a national banking association, whose address is Post Office Box 71, Phoenix, Arizona 85001, hereinafter with its successors and assigns called the Mortgagee, witnesseth;

WHEREAS, Giant has executed and delivered to the Mortgagee a Term Loan Agreement, dated November 1, 1979, as modified thereafter, together with Giant's promissory notes (the "Term Notes") as follows:

Note "A-1" in the original principal sum of \$6,480,000 dated November 1, 1979 and endorsed to the order of The Hartford Life Insurance Company; Note "A-2" in the original principal sum of \$3,240,000 dated November 1, 1979, and endorsed to the order of ITT Life Insurance Corporation; Note "A-3" in the original principal sum of \$1,080,000 dated November 1, 1979, and endorsed to the order of Hartford Variable Annuity Life Insurance Company; Note "B" in the original principal sum of \$1,200,000 dated November 1, 1979 and payable to the order of The Valley National Bank of Arizona;

AND WHEREAS, the Mortgagee may hereafter during the continuance of these presents make future advances as hereinafter provided;

AND WHEREAS, it is in the best interest of Pipeline to cause to be executed on its behalf this mortgage inasmuch as Pipeline will derive substantial direct and indirect benefits from loans to be made to Giant;

AND WHEREAS, Mortgagor desires to secure the payment of said indebtedness;

NOW, THEREFORE, the said Mortgagor, in consideration of the premises and of the sum of One Dollar to him in

hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, mortgage, remise, release and convey unto the said Mortgagee forever, the real estate situated in McKinley County, State of New Mexico, described in Exhibit "A" attached hereto, together with all the estate, right, title and interest of said Mortgagor, either in law or in equity, in and to said premises together with all buildings, structures, improvements, machinery, equipment, fixtures, furnishings, tanks, processing units, stills, cokers, catalytic crackers, iso crackers, and personal property of every kind presently located or hereafter placed on the lands described in Exhibit "A" including without limitation those described on Exhibit "A-1"; together with the pipeline system described in Exhibit "B"; and including all easements, rights-of-way, licenses and leases related to the pipeline system including, without limitation, those listed on Exhibit "C"; to have and to hold the same, together with all and singular the lands, tenements, hereditaments, reversion and reversions, remainder and remainders, rents, issues, profits, privileges, water rights and appurtenances of every kind and nature thereunto belonging or in any way appertaining, to the said Mortgagee forever, as security for the payment of the sum of money evidenced by the aforesaid Term Notes and Term Loan Agreement and all interest, future advances, taxes, assessments and charges of every kind and nature therein or hereinafter set forth.

And the said Mortgagor covenants and agrees with the said Mortgagee that at the time of the ensembling and delivery of these presents he is well seized of said premises in fee simple and has the good right, full power and lawful authority to convey and mortgage the same in manner and form aforesaid; that the same are free and clear of all liens and encumbrances whatsoever, except a first mortgage,

deed of trust, assignment, security agreement and financing statement dated March 31, 1982 to Chicago Illinois National Bank and Trust Company of Chicago, as Trustee (the "First Mortgage"), and the said Mortgagor shall and will warrant and forever defend the quiet and peaceable possession of the said premises by the Mortgagee and its successors and assigns, against all and every person claiming the whole or any part thereof.

And the said Mortgagor hereby covenants and agrees:

1. Wherever there is reference in the covenants and agreements herein contained to any of the parties thereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by the operation of law) of the same.

2. To pay all and singular the principal and interest and other sums of money payable by virtue of said Term Notes and of this mortgage, or either, promptly on the days respectively, the same severally come due, together with such additional sums as may hereafter be advanced to the Mortgagor or expended by the Mortgagee on behalf of the Mortgagor for any purpose whatsoever and evidenced by notes, drafts, open account, or otherwise, with interest thereon at rates to be fixed at the time of advancing or expending such additional sums; provided, however, that the making of any such advances or expenditures shall be optional with the Mortgagee; and provided further that the aggregate ultimate principal amount so advanced or expended, including the principal of the indebtedness evidenced by the above-described Term Notes, shall not exceed \$12,000,000.00 at any one time, and such advances and expenditures may be

made and repaid and again made or advanced and said total shall limit only the total amount of the principal as may be outstanding at any one time; and this mortgage shall secure the payment of any and all extensions or renewals and successive extensions or renewals of said Term Notes, and of any indebtedness at any time owing by Mortgagor to Mortgagee, and all interest on the same, all of which extensions or renewals shall be optional with the Mortgagee, and for all of which this mortgage shall stand as continuing security until paid; and the Mortgagor agrees that the Mortgagee may apply any payments made on any indebtedness secured hereby, at its option, on any of the Term Notes secured hereby.

3. To pay all amounts due under the First Mortgage and to allow no event of default to occur thereunder.

4. To perform all of its obligations and duties under the Term Loan Agreement and to allow no event of default to occur thereunder.

5. The Mortgagor hereby assigns to the Mortgagee any and all rents on the premises herein described and authorizes said Mortgagee, by its agent, to take possession of said premises at any time there is a default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the indebtedness hereby secured, and the Mortgagor agrees that in the event of legal proceedings commenced for the foreclosure of said mortgage, the Mortgagee may apply for and shall be entitled as a matter of right without regard to the value of the premises, or of the solvency or insolvency of the Mortgagor,

or any owner of the mortgaged premises, in any Court of competent jurisdiction, to have granted a receiver for said premises with full power to collect all rents, issues and profits of said premises, to pay taxes and assessments and other charges which may or may not be a lien on said premises; to keep the same insured and with power to take proceedings to dispossess tenants and to make necessary repairs, and with such other powers as may be necessary; and said receiver, after deducting all charges and expenses, shall apply the residue of any and all rents, issues and profits collected, to the payment and satisfaction of the indebtedness secured hereby.

6. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or under the indebtedness hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the indebtedness hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

7. That no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Term Notes secured hereby.

8. In due season, to pay all taxes and assessments on said premises and to keep all buildings that may be

at any time on said premises during the continuance of said indebtedness in good repair and insured against fire by such company or companies as Mortgagee may from time to time direct for such sum or sums as shall be equal to (or, at Mortgagor's option, in excess of) the unpaid balance of the indebtedness secured hereby, and all other indebtedness against said premises, with loss payable to Mortgagee or the holder of said Term Notes as their interest may appear, and to deliver such policy or policies to Mortgagee as further security for the indebtedness aforesaid.

9. In case of the failure or refusal of Mortgagor thus to repair said buildings or to keep the same insured or to deliver the policies of insurance or to pay said taxes and assessments, the Mortgagee or the holder of said Term Notes may make such repairs or procure such insurance or pay such taxes and assessments, and all monies thus paid, with like interest and attorneys' fees as specified in said Term Notes, shall be payable upon demand and shall become and be so much additional indebtedness secured hereby.

10. If any of the sums of money secured hereby, or herein referred to, including interest, be not promptly and fully paid when the same severally becomes due and payable, or if each and every the stipulations, agreements, conditions and covenants of said Term Notes and this mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said Term Notes and all indebtedness hereby secured shall become due and payable forthwith or thereafter, at the option of the Mortgagee, as fully and completely as if the said aggregate sum and indebtedness were originally stipulated to be paid on such day, anything in said Term Notes or herein to the contrary notwithstanding. In the event default shall be

21-F

made in the payment of the sum of money, as set forth in said Term Notes and secured hereby, or of any interest due thereon, or in the event any term, condition or obligation of this mortgage shall be breached or broken by the Mortgagor, then upon the happening of such events or any of them, this mortgage shall thereupon, at the option of Mortgagee, be subject to foreclosure, and the premises may be sold in the manner and form prescribed by law, and the proceeds arising from the sale thereof shall be applied to the payment of any and all indebtedness of every kind and nature, owing to the Mortgagee by virtue of the terms of this mortgage or the Term Notes secured hereby, and the Mortgagee shall be entitled to all rights, benefits and privileges given by law or by virtue of this mortgage, and notwithstanding any collateral security, the bank shall retain its right of set-off against Mortgagor.

11. In case this instrument be foreclosed by judicial proceedings and in a case of any suit at law or in equity wherein Mortgagee shall become a party by reason of its rights, privileges or liabilities hereunder, and if Mortgagee shall file a claim or otherwise become involved in any probate proceedings for the purpose of collecting the indebtedness secured hereby, there shall accrue hereunder and be paid all reasonable costs, charges, attorneys' or solicitors' fees thereby incurred, and the same shall be secured by this instrument.

12. That Mortgagor will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and which may be or become a lien upon the mortgaged premises, and in default thereof the Mortgagee may pay the same, and all monies so paid, with

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like interest and attorneys' fees as specified in said Term Notes shall become and be so much additional indebtedness secured hereby.

13. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company by reason of such damage, in pursuance of the contract of insurance, to the extent of the indebtedness upon the Term Notes secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee, to be retained by him and applied on the indebtedness secured hereby, whether according to the tenor and effect of any promissory note or notes evidencing such indebtedness, and whether the same is due or not.

14. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

15. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage and the Term Notes secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to said Mortgagee to be applied by it on account of the unpaid balance of such indebtedness.

16. Notice of the exercise of any option granted herein, or in the Term Notes secured hereby, by the Mortgagee, is not required to be given, the Mortgagor hereby waiving any such notice.

21-H

17. The words "Mortgagor" and "Mortgagee", as well as all pronouns and relative words herein, shall, where appropriate, be read as if written in the plural, and shall be construed to refer to either the masculine or feminine or neuter gender as the context may require.

18. Upon release of this mortgage to pay to Mortgagee the fees required by law for filing and recording such release, unless such fees be paid by Mortgagor directly to the proper county officer.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand the day and year above written.

GIANT INDUSTRIES, INC., an Arizona corporation

By James E Acudge
Its President

CINIZA PIPE LINE INC., an Arizona corporation

By James E Acudge
Its President

If this mortgage is foreclosed the redemption period after Judicial sale shall be one month in lieu of nine months.

APPROVED:

GIANT INDUSTRIES, INC. an Arizona corporation

By James E Acudge
Its President

CINIZA PIPE LINE, INC., an Arizona corporation

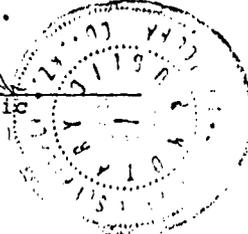
By James E Acudge
Its President

21-I

State of Arizona
County of Marciopa

The foregoing instrument was acknowledged before me this 29 day of March, 1982, by James E. Dondop, the President of Giant Industries, Inc., an Arizona corporation, on behalf of the corporation.

Debra Ann Schauback
Notary Public



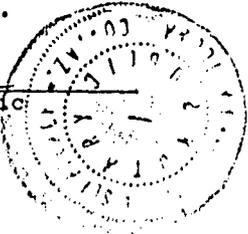
My commission expires:

My Commission Expires Sept. 12, 1984

State of Arizona
County of Marciopa

The foregoing instrument was acknowledged before me this 29 day of March, 1982, by James E. Dondop, the President of Ciniza Pipe Line, Inc., an Arizona corporation, on behalf of the corporation.

Debra Ann Schauback
Notary Public



My commission expires:

My Commission Expires Sept. 12, 1984

SAN JUAN COUNTY, NEW MEXICO

<u>Grantor</u>	<u>Recording Data</u>	
	<u>Book</u>	<u>Page</u>
Stephen H. Kinney, et ux	481	214
Chester E. Thompson, Jr., et ux	481	213
Earl B. Sullivan, et al	481	105
Homer E. Ferguson, Jr., et al	481	177
Athea Griffin	481	176
O. J. Carson, et ux	481	14
John Graham, et ux	481	106
El Paso Natural Gas Company	481	264
Eva A. Thompson Ramsey	481	212
Vance McCabe, et al	360	32
Ella Thurland, et al	360	34
Ella Thurland, et al	360	33
Vance McCabe, et al	365	202
Ella Thurland, et al	365	199
Ella Thurland, et al	396	304
Ella Thurland, et al	365	198
State of New Mexico (RW-15157)	573	307
State of New Mexico Easement No. M-3910	Not Recorded	
State of New Mexico Easement No. M-4020	202	38
State Highway Commission of New Mexico - Permit SHD 5-6222	Not Recorded	
San Juan County, New Mexico Franchise dated May 7, 1956	Not Recorded	
San Juan County, New Mexico Franchise dated March 3, 1958	Not Recorded	
State Highway Commission of New Mexico - Permit No. 5-5608	Not Recorded	
State Highway Commission of New Mexico - Permit No. 5-5957	Not Recorded	
State of New Mexico Environmental Improvement Agency - Tank Permit No. 173	Not Recorded	

SAN JUAN COUNTY, NEW MEXICO

<u>Grantor</u>	<u>Recording Data</u>	
	<u>Book</u>	<u>Page</u>
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State Highway Commission of New Mexico - Permit No. 5-5967	Not Recorded	
State of New Mexico Environmental Improvement Agency - Tank Permit No. 173	Not Recorded	

21-3-16

SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 59132	United States Department of the Interior, Bureau of Indian Affairs, Navajo Agency	11-29-77	Pending
L/D 58014	"	"	"
L/D 59056	"	"	"
L/D 58213	"	"	"
L/D 58211	"	"	"
L/D 59058	"	"	"
L/D 59059	"	"	"
L/D 59074	"	"	"
L/D 63012	"	"	"
L/D 63014	"	"	"
L/D 63037	"	"	"
L/D 63048	"	"	"
L/D 58010	"	7-27-77 and 11-29-77	Pending
L/D 58040	"	8-16-78	Pending
L/D 59131	"	8-16-78	Pending
L/D 59101	"	7-7-59	10-24-60
L/D 58212	"	1-7-59	Not Required
L/D 59052	"	6-3-59	6-19-59
L/D 59057	"	6-3-59	Not Required
L/D 59075	"	6-3-59	Not Required
L/D 59076	"	6-3-59	Not Required
L/D 59102	"	6-10-59	Not Required
L/D 59118	"	6-30-59	Not Required
L/D 59142	"	8-31-59	5-25-61
L/D 60010	"	2-10-60	Not Required
L/D 60050	"	5-9-60	Not Required
L/D 61061	"	6-22-61	Not Required
L/D 61169	"	12-26-61	Not Required
L/D 63034	"	9-20-63	
L/D 63035	"	9-20-63	Not Required
L/D 63036	"	9-20-63	Not Required

21-3-17

SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 64009		Easement dated 6-30-70	
R/W 11105		Easement dated 8-9-73	
Bisti-Ciniza - BIA	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	5-23-57	10-24-58 (Renewal Pending)
L/D 61010	"	2-10-61	4-9-62
Job No. 1501	"	11-2-65	7-19-68
L/D 59010	"	Easement dated 10-3-79 Effective 4-28-78	
L/D 58016	"	"	"
L/D 58017	"	"	"
L/D 58061	"	"	"
L/D 58109	"	"	"
L/D 58119	"	"	"
L/D 58122	"	"	"
L/D 58128	"	"	"
L/D 58223	"	"	"
L/D 61009	"	"	"
L/D 58015	"	10-1-57	4-28-59
L/D 58018	"	10-1-57	4-28-59
L/D 58019	"	10-1-57	4-28-59
L/D 58027	"	2-11-58	Not Required
L/D 58028	"	2-11-58	Not Required
L/D 58029	"	10-1-57	4-28-59
L/D 58030	"	2-10-58	Not Required
L/D 58031	"	2-11-58	Not Required
L/D 58035	"	2-13-58	Not Required
L/D 58036	"	2-13-58	Not Required
L/D 58039	"	2-14-58	Not Required
L/D 58042	"	2-27-58	Not Required
L/D 58043	"	2-27-58	Not Required
L/D 58044	"	2-27-58	Not Required
L/D 58045	"	2-27-58	Not Required
L/D 58046	"	10-1-57	4-28-59
L/D 58047	"	10-1-57	4-28-59

21-3-18

SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 58048	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	2-27-58	Not Required
L/D 58053	"	10-1-57	4-28-59
L/D 58062	"	3-6-58	Not Required
L/D 58063	"	3-21-58	Not Required
L/D 58064	"	3-21-58	Not Required
L/D 58067	"	3-21-58	Not Required
L/D 58068	"	3-11-58	Not Required
L/D 58069	"	3-11-58	Not Required
L/D 59070	"	3-11-58	Not Required
L/D 58071	"	10-1-57	4-28-59
L/D 58072	"	3-11-58	Not Required
L/D 58073	"	3-21-58	Not Required
L/D 58075	"	3-27-58	Not Required
L/D 58082	"	3-25-58	Not Required
L/D 58085	"	3-25-58	Not Required
L/D 58094	"	10-1-57	4-28-59
L/D 58095	"	4-18-58	Not Required
L/D 58096	"	4-18-58	Not Required
L/D 58097	"	4-18-58	Not Required
L/D 58112	"	4-28-58	Not Required
L/D 58120	"	5-22-58	Not Required
L/D 58141	"	5-22-58	4-28-59
L/D 58141	"	10-1-57	4-28-59
L/D 58144	"	7-15-58	Not Required
L/D 58145	"	7-14-58	Not Required
L/D 58147	"	8-20-58	Not Required
L/D 58200	"	12-30-58	Not Required
L/D 58215	"	12-2-58	Not Required
L/D 58216	"	10-1-57	4-28-59
L/D 58217	"	12-3-58	Not Required
L/D 58226	"	4-24-59	Not Required

SAN JUAN COUNTY, NEW MEXICO CONTINUED

21-3-19

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 59007	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	5-22-58	Not Required
L/D 59048	"	4-24-59	Not Required
L/D 59049	"	4-24-59	Not Required
L/D 59060	"	4-24-59	Not Required
L/D 59116	"	6-30-59	Not Required
L/D 59117	"	6-30-59	Not Required
L/D 61062	"	7-5-61	Not Required
L/D 63054	"	12-18-63	Not Required

<u>File Identification No.</u>	<u>Grantor</u>	<u>Decision No.</u>
L/D 58010	United States Department of the Interior, Bureau of Land Management	NM-042531
L/D 58014	"	NM-042532
L/D 58041	"	NM-043513
L/D 58056	"	NM-043939
L/D 58057	"	NM-043940
L/D 58058	"	NM-043938
L/D 58114	"	NM-046467
L/D 58059	"	NM-045377
L/D 58218	"	NM-056997
L/D 58220	"	NM-056995
L/D 58223	"	NM-057498
L/D 59003	"	NM-058308
L/D 59004	"	NM-059309
L/D 59052	"	NM-061567
L/D 59055	"	NM-061565
L/D 59101	"	NM-065463
L/D 59103	"	NM-065464
L/D 59119	"	NM-067790
L/D 59141	"	NM-071355
L/D 60076	"	NM-0107369
L/D 61011	"	NM-0153888

21-3-20

SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File</u> <u>Identification No.</u>	<u>Grantor</u>	<u>Decision No.</u>
Bisti-Ciniza - R/W 5	"	NM-8279
Jicarilla Crossover - R/W 11, etc.	"	NM-0153467
Bisti Delivery 4"	"	NM-0128799
Bisti Delivery 4"	"	NM-025257
Bisti-Ciniza - R/W 5	"	NM-4187
Bisti-Ciniza - R/W 5.01	"	NM-034648-A
Bisti-Ciniza - R/W 6A	"	NM-33177

213.22

All of the Mortgagor's right, title and interest in and to the following described property:

5.5021 acres more or less out of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 22, T-29-N, R-11-W, N.M.P.M., San Juan County, New Mexico, said 5.5021 acre tract being described as follows:

Beginning at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet more or less from the West line of said Section 22.

Thence South parallel with and 33 feet West of said fence, a distance of 492.7 feet.

Thence West 294.5 feet.

Thence North 159.7 feet more or less to a point located 10 feet South of the toe of a firewall.

Thence West parallel with and 10 feet South of the toe of said firewall a distance of 284 feet more or less to a point located 10 feet West of the prolongation of the toe of a North and South firewall.

Thence North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet more or less to a point in said fence line.

Thence East along said fence a distance of 578.5 feet more or less to the place of beginning and containing 5.5021 acres more or less.

Excepting therefrom all oil, gas, and other minerals reserved unto El Paso Natural Gas Products Company by Special Warranty Deed dated March 9, 1964, recorded in Book 578, Page 232 records of San Juan County, New Mexico, and subject to an easement to El Paso Natural Gas Products Company, dated October 4, 1960, recorded in Book 464, Page 263, records of San Juan County, New Mexico.

situated in San Juan County, New Mexico

- 1) That certain Agreement, dated August 8, 1963, between El Paso Natural Gas Products Company and LLaves Pipeline Company concerning the leasing to El Paso Natural Gas Products Company certain pipeline facilities located in Rio Arriba County, New Mexico.
- 2) That certain Agreement, dated September 26, 1963, between El Paso Natural Gas Products Company and McWood Corporation concerning the leasing to El Paso Natural Gas Products Company certain pipeline facilities located in Rio Arriba County, New Mexico.
- 3) That certain Leasing Agreement, dated November 23, 1965, as amended, from Whigham Drilling Company, Inc., Joe W. Cherry, James C. Vandiver, Dave M. Thomas, Jr., F. D. McCallon and Claude C. Kennedy to Shell Oil Company, leasing a three-inch pipeline and appurtenant facilities connecting the lease automatic custody transfer facilities of Whigham Drilling Company, Inc., serving the Whigham Drilling Company, Inc., CTV Hospah and CTV Hospah "A" leases located in Sections 2 and 12, T-17-N, R-9-W, McKinley County, New Mexico, to Shell Pipe Line Corporation's Hospah Station in McKinley County, New Mexico.
- 4) That certain Surface Lease, dated January 1, 1972, between Santa Fe Pacific Railroad Company and Shell Pipe Line Corporation concerning the leasing to Shell Pipe Line Corporation certain real property situated in Section 1, Township 17 North, Range 9 West, N.M.P.M., McKinley County, New Mexico.
- 5) That certain Tank Leasing Agreement, dated March 29, 1978, as amended, and Pump Leasing Agreement, dated March 29, 1978, as amended, from Shell Pipe Line Corporation to Plateau, Inc., Giant Industries, Inc. and Thriftway Oil Company, leasing one 55,000-barrel tank, numbered 967D, and one 10,000-barrel tank, numbered 952J, together with necessary fill lines, suction lines and valves required to operate these two tanks, and two pumping units each consisting of an engine and a pump, all the foregoing located at Shell Pipe Line Corporation's Bloomfield Station in San Juan County, New Mexico.
- 6) That certain Leasing Agreement, dated November 21, 1966, between Walker Bros. Oil Company and Shell Oil Company concerning the leasing to Shell Oil Company, of a three-inch pipeline and appurtenant facilities connecting the lease automatic custody transfer facilities of Walker

21-3-24

Bros. Oil Company serving Walker Bros. Oil Company Hansen Federal and Santa Fe Federal leases located in Sections 5, 6, 7, 8, and 9, T-17-N, R-8-W, McKinley County, New Mexico to Shell Pipe Line Corporation's Lybrook-Hospah pipeline in McKinley County, New Mexico.

- 7) That certain letter, dated October 31, 1977, between Texas-New Mexico Pipe Line Company and Shell Pipe Line Corporation relating to a tract of land containing 3.639 acres, more or less, located in the SE 1/4 of Section 17, Township 26 North, Range 12 West, San Juan County, New Mexico.
- 8) That certain right of way granted by the United States Department of the Interior, Bureau of Indian Affairs, Jicarilla Agency, approved December 4, 1964 (El Paso's identification No. L/D 63050) covering lands located in Sections 23, 25, 26 and 36 in Township 28 North, Range 1 West; Section 31 in Township 28 North, Range 1 East, and Section 6 in Township 29 North, Range 1 East in Rio Arriba County, New Mexico, and more particularly described in Tribal Land Schedule No. 103.

93545

FILED OR RECORDED
BOOK 935 PAGE 15
SAN JUAN COUNTY, NEW MEXICO
APR. 22, 1982
AT 12:45 O'CLOCK P.M.
COUNTY CLERK
DEPUTY, No. 3927

QUITCLAIM DEED

THIS IS A DEED dated March 30, 1982 by SHELL PIPE LINE CORPORATION, a Maryland corporation, with offices at Two Shell Plaza (P. O. Box 2648) in Houston, Texas 77001 (herein called "Grantor"), to CINTEA PIPE LINE INC., a New Mexico corporation, of 5107 North 7th Street in Phoenix, Arizona 85014 (herein called "Grantee"):

GRANTOR, for good and valuable consideration received, hereby quit-claims to Grantee all of Grantor's right, title and interest in and to the following described premises situated in San Juan County, New Mexico:

5.5021 acres more or less out of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 22, T-29-N, R-11-W, N.M.P.M., San Juan County, New Mexico, said 5.5021 acre tract being described as follows:

Beginning at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet more or less from the West line of said Section 22.

Thence South parallel with and 33 feet West of said fence, a distance of 492.7 feet.

Thence West 294.5 feet.

Thence North 159.7 feet more or less to a point located 10 feet South of the toe of a firewall.

Thence West parallel with and 10 feet South of the toe of said firewall a distance of 284 feet more or less to a point located 10 feet West of the prolongation of the toe of a North and South firewall.

Thence North parallel with and 10 feet West of the toe of said North and South firewall, a distance of 333 feet more or less to a point in said fence line.

Thence East along said fence a distance of 578.5 feet more or less to the place of beginning and containing 5.5021 acres more or less.

Excepting therefrom all oil, gas, and other minerals reserved unto El Paso Natural Gas Products Company by Special Warranty Deed dated March 9, 1964, recorded in Book 578, Page 232 records of San Juan County, New Mexico, and subject to an easement to El Paso Natural Gas Products Company, dated October 4, 1960, recorded in Book 464, Page 263, records of San Juan County, New Mexico.

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

EXECUTED by Grantor as of the date first herein specified.

ATTEST

SHELL PIPE LINE CORPORATION

[Signature]
Secretary

By J. R. Hurley
J. R. Hurley, President

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 20th day of November, 1982, by J. R. Hurley, President of Shell Pipe Line Corporation, a Maryland corporation, on behalf of the corporation.



[Signature]
Notary Public

Commission expires 2-17-84

20th
Nov

ASSIGNMENT

For and in consideration of Ten and No/100 dollars (\$10.00) and other valuable consideration received, SHELL PIPE LINE CORPORATION, a Maryland corporation, hereinafter called "Shell", to the extent that Shell has the right to do so, hereby transfers and assigns without warranty of title or assignability unto CINIZA PIPE LINE INC., a New Mexico corporation, its successors and assigns, all of Shell's rights, title and interest in and to each of the grants of easements, rights-of-way or licenses for pipelines and appurtenant facilities ("grants") in lands located in San Juan County, New Mexico, which Grants are identified in the Exhibit "A" attached hereto and made a part hereof.

For the same consideration, CINIZA PIPE LINE INC. agrees to be bound by all the terms, conditions and covenants of each of the Grants herein assigned.

IN TESTIMONY WHEREOF, this Assignment is executed this 30th day of March, 1982.



Robert L. Honey
Secretary

SHELL PIPE LINE CORPORATION

By J. R. Hurley
J. R. Hurley, President



James E. Acridge
Secretary

CINIZA PIPE LINE INC.

By James E. Acridge
James E. Acridge, President

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 30th day of March, 1982, by J. R. Hurley, President of Shell Pipe Line Corporation, a Maryland corporation, on behalf of the corporation.

[Signature]
Notary Public
Commission expires 12-2-84

STATE OF Texas
COUNTY OF Harris

NOTARY PUBLIC
Notary Public in and for the State of Texas
My Commission Expires 12-2-84

The foregoing instrument was acknowledged before me on this 31st day of March, 1982, by James E. Acridge, President of Ciniza Pipe Line Inc., a New Mexico corporation on behalf of the corporation.

[Signature]
Notary Public
Commission expires 12-2-84

BRENDA W. JOHNSON
Notary Public in and for the State of Texas
My Commission Expires: 8-27-84

EXHIBIT "A"
SAN JUAN COUNTY, NEW MEXICO

Grantor	Recording Data	
	Book	Page
Stephen H. Kinney, et ux	481	214
Chester E. Thompson, Jr., et ux	481	213
Earl B. Sullivan, et al	481	105
Homer E. Ferguson, Jr., et al	481	177
Athea Griffin	481	176
O. J. Carson, et ux	481	14
John Graham, et ux	481	106
El Paso Natural Gas Company	481	264
Eva A. Thompson Ramsey	481	212
Vance McCabe, et al	360	32
Ella Thurland, et al	360	34
Ella Thurland, et al	360	33
Vance McCabe, et al	365	202
Ella Thurland, et al	365	199
Ella Thurland, et al	396	304
Ella Thurland, et al	365	198
State of New Mexico (RW-15157)	573	307
State of New Mexico Easement No. M-3910	Not Recorded	
State of New Mexico Easement No. M-4020	202	38
State Highway Commission of New Mexico - Permit SHD 5-6222	Not Recorded	
San Juan County, New Mexico Franchise dated May 7, 1956	Not Recorded	
San Juan County, New Mexico Franchise dated March 3, 1958	Not Recorded	
State Highway Commission of New Mexico - Permit No. 5-5608	Not Recorded	
State Highway Commission of New Mexico - Permit No. 5-5967	Not Recorded	
State of New Mexico Environmental Improvement Agency - Tank Permit No. 173	Not Recorded	
San Juan County, New Mexico Franchise dated November 19, 1981	Not Recorded	

EXHIBIT "A"
 SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 59132	United States Department of the Interior, Bureau of Indian Affairs, Navajo Agency	11-29-77	Pending
L/D 58014	"	"	"
L/D 59056	"	"	"
L/D 58213	"	"	"
L/D 58211	"	"	"
L/D 59058	"	"	"
L/D 59059	"	"	"
L/D 59074	"	"	"
L/D 63012	"	"	"
L/D 63014	"	"	"
L/D 63037	"	"	"
L/D 63048	"	"	"
L/D 58010	"	7-27-77 and 11-29-77	Pending
L/D 58040	"	8-16-78	Pending
L/D 59131	"	8-16-78	Pending
L/D 59101	"	7-7-59	10-24-60
L/D 58212	"	1-7-59	Not Required
L/D 59052	"	6-3-59	6-19-59
L/D 59057	"	6-3-59	Not Required
L/D 59075	"	6-3-59	Not Required
L/D 59076	"	6-3-59	Not Required
L/D 59102	"	6-10-59	Not Required
L/D 59118	"	6-30-59	Not Required
L/D 59142	"	8-31-59	5-25-61
L/D 60010	"	2-10-60	Not Required
L/D 60050	"	5-9-60	Not Required
L/D 61061	"	6-22-61	Not Required
L/D 61160	"	12-26-61	Not Required
L/D 63034	"	9-20-63	
L/D 63035	"	9-20-63	Not Required
L/D 63036	"	9-20-63	Not Required

EXHIBIT "A"
 SAN JUAN COUNTY, NEW MEXICO CONTINUED

File Identification No.	Grantor	Date of Application	Date of Approval
L/D 64009	United States Department of the Interior, Bureau of Indian Affairs, Navajo Agency	Easement dated 6-30-70	
R/W 11105	"	Easement dated 8-9-73	
Risti-Ciniza - BIA	"	5-23-57	10-24-58 (Renewal Pending)
R/W L/D 61010	"	Easement dated 3-18-82	
Job No. 1501	"	11-2-65	7-19-68
L/D 58010	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	Easement dated 10-3-79 Effective 4-28-78	
L/D 58016	"	"	"
L/D 58017	"	"	"
L/D 58061	"	"	"
L/D 58109	"	"	"
L/D 58119	"	"	"
L/D 58122	"	"	"
L/D 58128	"	"	"
L/D 58223	"	"	"
L/D 61009	"	"	"
L/D 58015	"	10-1-57	4-28-59
L/D 58018	"	10-1-57	4-28-59
L/D 58019	"	10-1-57	4-28-59
L/D 58027	"	2-11-58	Not Required
L/D 58028	"	2-11-58	Not Required
L/D 58029	"	10-1-57	4-28-59
L/D 58030	"	2-10-58	Not Required
L/D 58031	"	2-11-58	Not Required
L/D 58035	"	2-13-58	Not Required
L/D 58036	"	2-13-58	Not Required
L/D 58039	"	2-14-58	Not Required
L/D 58042	"	2-27-58	Not Required
L/D 58043	"	2-27-58	Not Required
L/D 58044	"	2-27-58	Not Required
L/D 58045	"	2-27-58	Not Required

EXHIBIT "A"
SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File</u> <u>Identification No.</u>	<u>Grantor</u>	<u>Date of</u> <u>Application</u>	<u>Date of</u> <u>Approval</u>
L/D 58046	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	10-1-57	4-28-59
L/D 58047	"	10-1-57	4-28-59
L/D 58048	"	2-27-58	Not Required
L/D 58053	"	10-1-57	4-28-59
L/D 58062	"	3-6-58	Not Required
L/D 58063	"	3-21-58	Not Required
L/D 58064	"	3-21-58	Not Required
L/D 58067	"	3-21-58	Not Required
L/D 58068	"	3-11-58	Not Required
L/D 58069	"	3-11-58	Not Required
L/D 58070	"	3-11-58	Not Required
L/D 58071	"	10-1-57	4-28-59
L/D 58072	"	3-11-58	Not Required
L/D 58073	"	3-21-58	Not Required
L/D 58075	"	3-27-58	Not Required
L/D 58082	"	3-25-58	Not Required
L/D 58085	"	3-25-58	Not Required
L/D 58094	"	10-1-57	4-28-59
L/D 58095	"	4-18-58	Not Required
L/D 58096	"	4-18-58	Not Required
L/D 58097	"	4-18-58	Not Required
L/D 58112	"	4-28-58	Not Required
L/D 58120	"	5-22-58	Not Required
L/D 58141	"	5-22-58	4-28-59
L/D 58141	"	10-1-57	4-28-59
L/D 58144	"	7-15-58	Not Required
L/D 58145	"	7-14-58	Not Required
L/D 58147	"	8-20-58	Not Required
L/D 58200	"	12-30-58	Not Required
L/D 58215	"	12-2-58	Not Required
L/D 58216	"	10-1-57	4-28-59
L/D 58217	"	12-3-58	Not Required
L/D 59006	"	4-24-59	Not Required

EXHIBIT "A"
SAN JUAN COUNTY, NEW MEXICO CONTINUED

<u>File Identification No.</u>	<u>Grantor</u>	<u>Date of Application</u>	<u>Date of Approval</u>
L/D 59007	United States Department of the Interior, Bureau of Indian Affairs, Consolidated Ute Agency	5-22-58	Not Required
L/D 59048	"	4-24-59	Not Required
L/D 59049	"	4-24-59	Not Required
L/D 59060	"	4-24-59	Not Required
L/D 59116	"	6-30-59	Not Required
L/D 59117	"	6-30-59	Not Required
L/D 61062	"	7-5-61	Not Required
L/D 63054	"	12-18-63	Not Required

<u>File Identification No.</u>	<u>Grantor</u>	<u>Decision No.</u>
L/D 58010	United States Department of the Interior, Bureau of Land Management	NM-042531
L/D 58014	"	NM-042532
L/D 58041	"	NM-043513
L/D 58056	"	NM-043939
L/D 58057	"	NM-043940
L/D 58058	"	NM-043938
L/D 58114	"	NM-046467
L/D 58059	"	NM-045377
L/D 58218	"	NM-056997
L/D 58220	"	NM-056995
L/D 58223	"	NM-057498
L/D 59003	"	NM-058308
L/D 59004	"	NM-059309
L/D 59052	"	NM-061567
L/D 59055	"	NM-061565
L/D 59101	"	NM-065463
L/D 59103	"	NM-065464
L/D 59119	"	NM-067790
L/D 59141	"	NM-071855
L/D 60076	"	NM-0107959
L/D 61011	"	NM-0153558

EXHIBIT "A"
SAN JUAN COUNTY, NEW MEXICO CONTINUED

File Identification No.	Grantor	Decision No.
Bisti-Ciniza - R/W 5	United States Department of the Interior, Bureau of Land Management	NM-8279
Jicarilla Crossover - R/W 11, etc.	"	NM-0153467
Bisti Delivery 4"	"	NM-0128799
Bisti Delivery 4"	"	NM-025257
Bisti-Ciniza - R/W 5	"	NM-4187
Bisti-Ciniza - R/W 5.01	"	NM-034648-A
Bisti-Ciniza - R/W 6A	"	NM-33177

FILED OR RECORDED
BOOK 935 PAGE 16
SAN JUAN COUNTY, NEW MEXICO
APR. 22, 1982
AT 12:46 O'CLOCK P.
Paul Brady
COUNTY CLERK
DEPUTY Law # 3927 Dec 47^c

QUIT-CLAIM DEED

963-73

For the consideration of TEN DOLLARS (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, CINIZA PIPE LINE, INC., a New Mexico corporation, with an address at 7227 North 16th Street, Suite A, City of Phoenix, County of Maricopa, State of Arizona, does hereby quit-claim to GIANT INDUSTRIES, INC., an Arizona corporation with an address at P. O. Box 9156, City of Phoenix, County of Maricopa, State of Arizona, all of its right, title, and interest, if any, in the following described property and/or fixtures, or any similar or like property and/or fixtures substituted therefor, situated in the County of San Juan, State of New Mexico.

A. Two pumping units and appurtenances thereto located at the Bloomfield Station, County of San Juan, State of New Mexico, (a 5.5021-acre tract, more or less, out of the North one-half of the Northwest quarter of Section 22, Township 29 North, Range 11 West, N.M.P.M.) more particularly described as follows:

(1) Pumping Unit No. 1

Engine
100 HP Waukesha 145
Lessor's Company No. 30021
Serial No. 1006-55

Pump
Gardner-Denver Model FDFXXF
Lessor's Company No. 30016
Serial No. 128226

(2) Pumping Unit No. 2

Engine
100 HP Allis Chalmers GMNO 893
Lessor's Company No. 30109
Serial No. 375641

Pump
Gardner-Denver Model FDFXXF
Lessor's Company No. 30048
Serial No. 135464

TOGETHER with the necessary fill lines, suction lines, valves, and other fixtures required to operate these two pumping units.

B. Three petroleum storage tanks and appurtenances thereto located at the Bloomfield Station, County of San Juan, State of New Mexico, more particularly described as follows:

- (1) One 55,000-barrel capacity tank, numbered 967D;
- (2) One 10,000-barrel capacity tank, numbered 952J; and
- (3) One 2,500-barrel capacity tank, numbered 965L.

FILED OR RECORDED
BOOK 963 PAGE 73
SAN JUAN COUNTY, NEW MEXICO

MAY 6 1983

AT 2:46 O'CLOCK P M
SANDRA TOWNSEND
COUNTY CLERK
DEPUTY [Signature]
Fee \$22093



TOGETHER with the necessary fill lines, suction lines, valves, and other fixtures required to operate these three tanks.

DATED this 1st day of May, 1983.

ATTEST: CINIZA PIPE LINE, INC.

By *Alvin J. Moore*
Secretary

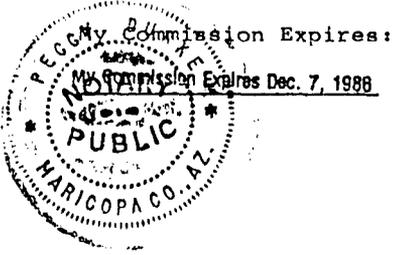
By *Earl Blanchard*

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 1st day of May, 1983, before me, the undersigned officer, personally appeared *Earl Blanchard* and *Alvin J. Moore*, who acknowledged themselves to be the VP Operations and Secretary, respectively, of Ciniza Pipe Line, Inc., a New Mexico corporation, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

James Burke
Notary Public



963-75

QUIT-CLAIM DEED

For the consideration of TEN DOLLARS (\$10.00) and other valuable considerations, GIANT INDUSTRIES, INC., an Arizona corporation with an address at P. O. Box 9156, City of Phoenix, County of Maricopa, State of Arizona, does hereby quit-claim to CINIZA PIPE LINE, INC., a New Mexico corporation and a wholly-owned subsidiary of GIANT INDUSTRIES, INC. with an address at 7227 North 16th Street, Suite A, City of Phoenix, County of Maricopa, State of Arizona, all of its right, title, and interest in that certain 6-5/8 inch O. D., Bisti-Bloomfield Pipeline, 21 miles in length, more or less, situated in the County of San Juan, State of New Mexico, at the location more particularly described below:

BEGINNING, at a point on the centerline on that 6-5/8 inch pipeline located 901.5 feet East and 23.5 feet South of the Northwest corner of Section 22, Township 29 North, Range 11 West, N.M.P.M., that point being the East weld location of Giant's Bloomfield Station weld-end block valve;

THENCE, Easterly along the centerline of that 6-5/8 inch pipeline to its junction with the 6-5/8 inch pipeline purchased by Shell Pipe Line Corporation from El Paso Natural Gas Company on December 29, 1977, at a point located 1,510 feet East and 30 feet South of the Northwest corner of Section 23, Township 29 North, Range 11 West, N.M.P.M.;

THENCE, Southerly and Southwesterly along the centerline of that 6-5/8 inch pipeline with all its meanders across Sections 23, 22, 27, 34, and 33 of Township 29 North, Range 11 West, N.M.P.M. (crossing the San Juan River in said Section 27 and crossing New Mexico State Highway No. 44 in said Section 33), leaving said Section 33 at a point 90 feet East of the South quarter corner thereof;

THENCE, continuing with the centerline of that 6-5/8 inch pipeline across fractional Sections 10 and 9, and Sections 16, 21, 20, 29, 30, and 31 of Township 28 North, Range 11 West, N.M.P.M., leaving said Section 31 at a point 147.9 feet East of the Southwest corner thereof;

THENCE, continuing with the centerline of that 6-5/8 inch pipeline across Section 6, Township 27 North, Range 11 West, N.M.P.M., leaving said Section 6 at a point 271.1 feet South of the Northwest corner thereof;

THENCE, continuing with the centerline of that 6-5/8 inch pipeline across Sections 1, 12, 13, 14, 23, 26, 27, and 34 of Township 27 North, Range 12 West, N.M.P.M., leaving said Section 34 at a point 167.8 feet East of the Southwest corner thereof;

THENCE, continuing with the centerline of that 6-5/8 inch pipeline across Sections 3, 4, 9, 8, and 17 of Township 26 North, Range 12 West, N.M.P.M., to the point of intersection of the centerline of that 6-5/8 inch pipeline with the North boundary line of the Bisti Station of Ciniza Pipe Line, Inc./Texas-New Mexico Pipe Line Company located in the Northwest quarter of the

75-A

Southeast quarter (NW/4 SE/4) of said Section 17, that point of intersection located 76 feet, more or less, East of the Northwest corner of that Station, and that point of intersection is the end of the herein described centerline.

TOGETHER with all rights, privileges, easements, and appurtenances thereto and all building, fixtures, and improvements thereon.

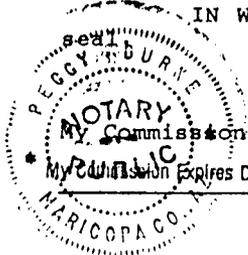
DATED this 1st day of May, 1983.

ATTEST: GIANT INDUSTRIES, INC.
By Alvis J. Moore Secretary
By James E. Acridge President

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 1st day of May, 1983, before me, the undersigned officer, personally appeared James E. Acridge and Alvis J. Moore, who acknowledged themselves to be the President and Secretary, respectively, of Giant Industries, Inc., an Arizona corporation, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official



Peggy Burke
Notary Public

FILED OR RECORDED
BOOK 963 PAGE 75
SAN JUAN COUNTY, NEW MEXICO



MAY 6 1983
AT 2:48 O'CLOCK P. M.
SANDRA TOWNSEND
COUNTY CLERK
DEPUTY Richard A. Maxwell
Li. #22023

QUIT-CLAIM DEED

For the consideration of TEN DOLLARS (\$10.00) and other valuable considerations, CINIZA PIPE LINE, INC., a New Mexico corporation, with an address at 7227 North 16th Street, Suite A, City of Phoenix, County of Maricopa, State of Arizona, does hereby quit-claim to GIANT INDUSTRIES, INC., an Arizona corporation with an address at P. O. Box 9156, City of Phoenix, County of Maricopa, State of Arizona, all of its right, title, and interest if any, in the following described property situated in the County of San Juan, State of New Mexico.

5.5021 acres, more or less, out of the North one-half of the Northwest quarter of Section 22, Township 29 North, Range 11 West, N.M.P.M., more particularly described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of said Section 22 being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of said Section 22;

THENCE, South parallel with and 33 feet West of said fence, a distance of 492.7 feet.;

THENCE, 294.5 feet;

THENCE, North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE, West parallel with and 10 feet South of the toe of said firewall a distance of 284 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a north and south firewall;

THENCE, North parallel with and 10 feet West of the toe of said north and south firewall, a distance of 333 feet, more or less, to a point in said fence line;

THENCE, East along said fence a distance of 578.5 feet, more or less, to the place of beginning, and containing 5.5021 acres, more or less.

EXCEPTING THEREFROM, all oil, gas, and other minerals reserved unto El Paso Natural Gas Products Company by Special Warranty Deed, dated March 9, 1964, recorded in Book 578, page 232, records of San Juan County, New Mexico; and

SUBJECT to an easement to El Paso Natural Gas Products Company, dated October 4, 1960, recorded in Book 464, page 263, records of San Juan County, New Mexico.

TOGETHER with all rights, privileges, easements, and appurtenances thereto and all buildings, fixtures, and land improvements thereon.

FILED OR RECORDED
BOOK 965 PAGE 228
SAN JUAN COUNTY, NEW MEXICO

MAY 6 1983

AT 2:45 O'CLOCK P. M.
SANDRA TOWNSEND
COUNTY CLERK
DEPUTY Reed # 2093



TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

DATED this 1st day of May, 1983.

ATTEST: CINIZA PIPE LINE, INC.

By *Alvin Moore*
Secretary

By *Earl Blanchard*

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 1st day of May, 1983, before me, the undersigned officer, personally appeared *Bert J. Standard* and *Alvin Moore*, who acknowledged themselves to be the *V.P. Operation* and Secretary, respectively, of Ciniza Pipe Line, Inc., a New Mexico corporation, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official



Guy Durke
Notary Public

19735

1003-595

DEED

PLATEAU, INC., a New Mexico corporation ("Grant-
or"), for consideration paid, grants to BLOOMFIELD REFIN-
ING COMPANY, a Delaware corporation, whose address is
115 Inverness Drive East, Englewood, Colorado 80112, the
following-described real estate in San Juan County, New
Mexico, with warranty covenants:

SHADY ACRES PARCEL

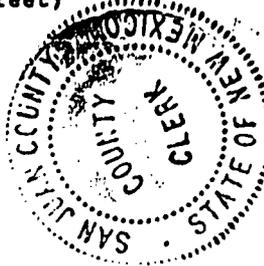
The North One-half of the Northwest
Quarter of the Northwest Quarter of
Section Twenty-two, in Township Twenty-
nine North, Range Eleven West, N.M.P.M.,
New Mexico, SAVE AND EXCEPT a 5.5021
acre tract described as follows:

5.5021 acres, more or less, out of the
North One-half of the Northwest Quarter
of the Northwest Quarter of Section
Twenty-two, Township twenty-nine North,
Range Eleven West, N.M.P.M., New Mexico,
the 5.5021 acre tract being described
as follows:

BEGINNING at a point in a fence line
located 19.5 feet South of the North
line of Section Twenty-two being lo-
cated 33 feet West from a fence corner
and 9 feet West of the centerline of a
ditch and being also located Easterly
1000.3 feet, more or less, from the
West line of Section 22;

THENCE South parallel with and 33 feet
West of the fence, a distance of 492.7
feet;

THENCE West 294.5 feet;



FILED OR RECORDED
BOOK 1003 PAGE 595
SAN JUAN COUNTY, NEW MEXICO

NOV 09 1984

AT 2:10 O'CLOCK P M
SANDRA TOWNSEND
COUNTY CLERK

by Randleman
DEPUTY
Rec'd 48229 Aug 7 60

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 420.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

This Deed does not convey and reserves to previous owners all of the oil, gas and other minerals in, on, under and that may be produced from the above-described tract of land.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

SUBJECT TO all rights-of-way, easements and reservations of record which affect the above-described tract of land.

AND

for consideration paid, quitclaims to BLOOMFIELD REFINING COMPANY, a Delaware corporation, the following-described real estate in San Juan County, New Mexico:

The north five feet of a ten foot strip of land adjacent to and adjoining the north line of Lots Eleven, Twelve, Thirteen, and Fourteen, Block Two, Triplett Subdivision to the City of Farmington.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

DATED: November 1, 1984.

PLATEAU, INC.

By William J. Owens
Vice
Its President

STATE OF New Jersey)
COUNTY OF Morris) ss.

The foregoing instrument was acknowledged before me on October 31, 1984, by William J. Owens, Vice President of Plateau, Inc., a New Mexico corporation, on behalf of the corporation.



Barbara J. Verdon
Notary Public

Commission expires:
BARBARA J. VERDON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 1989

19136

1005-125

SPECIAL WARRANTY DEED

BLOOMFIELD REFINING COMPANY, a Delaware corporation ("Grantor"), for consideration paid, grants to THRIFTWAY MARKETING CORPORATION, a New Mexico corporation, whose address is 710 East 20th, P. O. Box 1367, Farmington, New Mexico 87401, the following-described real estate in San Juan County, New Mexico, with special warranty covenants:

SHADY ACRES PARCEL

The North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, in Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, SAVE AND EXCEPT a 5.5021 acre tract described as follows:

5.5021 acres, more or less, out of the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, the 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of Section Twenty-two being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of Section 22;



FILED OR RECORDED
BOOK 1005 PAGE 125
SAN JUAN COUNTY, NEW MEXICO

NOV 19 1984

AT 9:45 O'CLOCK A. M
SANDRA TOWNSEND
COUNTY CLERK
Carol Bundy
DEPUTY
Rec # 48519 Fee 6.700

THENCE South parallel with and 33 feet West of the fence, a distance of 492.7 feet;

THENCE West 294.5 feet;

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 420.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

This Deed does not convey and reserves to previous owners all of the oil, gas and other minerals in, on, under and that may be produced from the above-described tract of land.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

SUBJECT TO all rights-of-way, easements and reservations of record which affect the above-described tract of land.

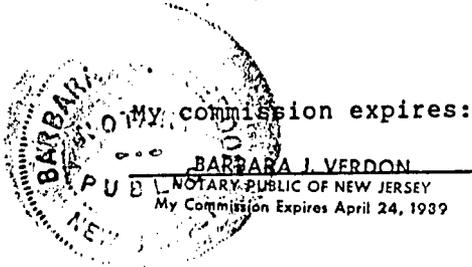
AND

for consideration paid, quitclaims to THRIFTWAY MARKETING CORPORATION, a New Mexico corporation, the following-described real estate in San Juan County, New Mexico:

125 - D

President of Bloomfield Refining Company, a
Delaware corporation, on behalf of the corporation.

Barbara J. Verdon
Notary Public



20953

1008-159

CORRECTIVE DEED

PLATEAU, INC., a New Mexico corporation ("Grantor"), for consideration paid, grants to BLOOMFIELD REFINING COMPANY, a Delaware corporation, whose address is 115 Inverness Drive East, Englewood, Colorado 80112, the following-described real estate in San Juan County, New Mexico, with warranty covenants:

SHADY ACRES PARCEL

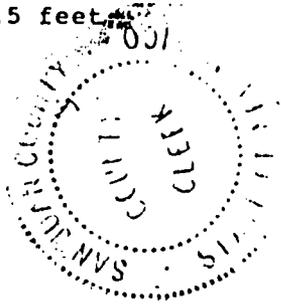
The North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, in Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, SAVE AND EXCEPT a 5.5021 acre tract described as follows:

5.5021 acres, more or less, out of the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, the 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of Section Twenty-two being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of Section 22;

THENCE South parallel with and 33 feet West of the fence, a distance of 492.7 feet;

THENCE West 294.5 feet;



FILED OR RECORDED
BOOK 1008 PAGE 159
SAN JUAN COUNTY, NEW MEXICO

JAN 7 1985

AT 7:50 O'CLOCK A. M
SANDRA TOWNSEND
COUNTY CLERK
Carol Sanders
DEPUTY

Rec # 50481 Fee \$7.00

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 320.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

159-B

This Deed does not convey and reserves to previous owners all of the oil, gas and other minerals in, on, under and that may be produced from the above-described tract of land.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

SUBJECT TO all rights-of-way, easements and reservations of record which affect the above-described tract of land.

AND

for consideration paid, quitclaims to BLOOMFIELD REFINING COMPANY, a Delaware corporation, the following-described real estate in San Juan County, New Mexico:

The north five feet of a ten foot strip of land adjacent to and adjoining the north line of Lots Eleven, Twelve, Thirteen, and Fourteen, Block Two, Triplett Subdivision No. 2 to the City of Farmington.

159-C

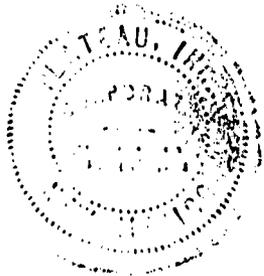
Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

On November 1, 1984, Plateau, Inc., a New Mexico corporation, conveyed to Bloomfield Refining Company, a Delaware corporation, certain real property interests in San Juan County, New Mexico. The Deed was recorded on November 9, 1984, with the San Juan County Clerk in Book 1003, Page 595. The Deed contained typographical errors which the Grantor wishes to correct by the filing of this Corrective Deed.

159-D

IN WITNESS WHEREOF, this Corrective Deed has been executed
this 28 day of December, 1984.



PLATEAU, INC.

By Virginia L. Molino
Title Secretary

STATE OF NEW JERSEY)
) ss:
COUNTY OF MORRIS)

The foregoing instrument was acknowledged before me on
December 28, 1984 by (Name) Virginia L. Molino,
(Title) Secretary, of Plateau, Inc., a New Mexico
corporation, on behalf of the corporation.



Barbara J. Verdon
NOTARY PUBLIC

My Commission Expires:
BARBARA J. VERDON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 1989

1008-199

2/1/83

CORRECTIVE DEED

BLOOMFIELD REFINING COMPANY, a Delaware corporation ("Grantor"), for consideration paid, grants to THRIFTWAY MARKETING CORPORATION, a New Mexico corporation, whose address is 710 East 20th, P. O. Box 1367, Farmington, New Mexico 87401, the following-described real estate in San Juan County, New Mexico, with special warranty covenants:

SHADY ACRES PARCEL

The North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, in Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, SAVE AND EXCEPT a 5.5021 acre tract described as follows:

5.5021 acres, more or less, out of the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, the 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of Section Twenty-two being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of Section 22;



FILED OR RECORDED
BOOK 1008 PAGE 199
SAN JUAN COUNTY, NEW MEXICO

JAN 8 1985

AT 2:05 O'CLOCK P. M.
SANDRA TOWNSEND
COUNTY CLERK
Carol Bandy
DEPUTY

Rec # 50582 Fee 97.00

X

199-A

THENCE South parallel with and 33 feet West of the fence, a distance of 492.7 feet;

THENCE West 294.5 feet;

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 320.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

This Deed does not convey and reserves to previous owners all of the oil, gas and other minerals in, on, under and that may be produced from the above-described tract of land.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

SUBJECT TO all rights-of-way, easements and reservations of record which affect the above-described tract of land.

AND

for consideration paid, quitclaims to THRIFTWAY MARKETING CORPORATION, a New Mexico corporation, the following-described real estate in San Juan County, New Mexico:

199-C.

The north five feet of a ten foot strip of land adjacent to and adjoining the north line of Lots Eleven, Twelve, Thirteen, and Fourteen, Block Two, Triplett Subdivision No. 2 to the City of Farmington.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

Together with all the right, title and interest of Grantor forever in and to the benefit of all covenants of warranty, seisin, quiet enjoyment, and against encumbrances, and any claims based thereon, to which Grantor is or may be entitled by virtue of covenants in deeds given by prior grantors in the chain of title to the real estate if any covenant of prior grantors was broken by the prior grantors.

On November 1, 1984, Bloomfield Refining Company, a Delaware corporation, conveyed to Thriftway Marketing Corporation, a New Mexico corporation, certain real property interests in San Juan County, New Mexico. The Deed was recorded on November 19, 1984, with the San Juan County Clerk in Book 1005 Page 125. The Deed contained typographical errors which the Grantor wishes to correct by the filing of this Corrective Deed.

23127

1013-157

MORTGAGE

THRIFTWAY MARKETING CORPORATION, a New Mexico corporation, for consideration paid and with mortgage covenants, grants to FIRST NATIONAL BANK IN ALBUQUERQUE, a national banking association, whose address is Post Office Box 1305, Albuquerque, New Mexico 87103, now owned and hereafter acquired, its right, title and interest, in, to and under the real estate in San Juan County, New Mexico described on Exhibit A hereto, which Exhibit is incorporated herein by reference.

This Mortgage secures the performance of the promissory note, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. This Mortgage also secures the performance of the other indebtedness, obligations and liabilities described on Exhibit C hereto, which is incorporated herein by reference, and is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law. The amounts specified for insurance as provided in the statutory mortgage condition and the hazards to be insured against are as set forth in California Union Insurance Company Policy No. ZPM015797 and any renewal thereof or replacement therefor. The redemption period after any foreclosure of this Mortgage shall be one month instead of nine months. The maximum principal amount secured by this Mortgage at any one time shall not exceed \$7,000,000.00.



FILED OR RECORDED
BOOK 1013 PAGE 157
SAN JUAN COUNTY, NEW MEXICO

FEB 25 1985

AT 2:20 O'CLOCK P. M
SANDRA TOWNSEND
COUNTY CLERK
Sandra Townsend
DEPUTY
Rec # 52321 Feb 18 85

WITNESS the hands and seals of the undersigned this 6th day of February, 1985.

THRIFTWAY MARKETING CORPORATION

By J. D. Clegg, President



STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 6th day of February, 1985, by Jerry D. Clegg, President of Thriftway Marketing Corporation, a New Mexico corporation, on behalf of said corporation.

[Signature]



Notary Public
OFFICIAL SEAL
OLIN W. DODSON
NOTARY PUBLIC—STATE OF NEW MEXICO
My commission expires: 6-14-88

My commission expires:

The following two Tracts of land:

Tract 1:

SEADY ACRES PARCEL

The North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, in Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, SAVE AND EXCEPT a 5.5021 acre tract described as follows:

5.5021 acres, more or less, out of the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, the 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of Section Twenty-two being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of Section 22;

THENCE South parallel with and 33 feet West of the fence, a distance of 492.7 feet;

THENCE West 294.5 feet;

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of

157C

beginning and containing 5.5021 acres, more or less.

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 320.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

Tract 2

The north five feet of a ten foot strip of land adjacent to and adjoining the north line of Lots Eleven, Twelve, Thirteen, and Fourteen, Block Two, Triplett Subdivision No. 2 to the City of Farmington.

SUBJECT TO all rights-of-way, easements and reservations of record which effect the above-described tracts of land, including but not limited to reservations of all of the oil, gas and other minerals in, on, under and that may be produced from said tracts.

157-D

ND NOTE)

The First National Bank in Albuquerque

PROMISSORY NOTE

3,050,000.00

Albuquerque, New Mexico NOVEMBER 16, 1984

FOR VALUE RECEIVED, Maker(s) promise(s) to pay to the order of FIRST NATIONAL BANK in ALBUQUERQUE, at its office in Albuquerque, New Mexico THREE MILLION FIFTY THOUSAND AND NO/100 DOLLARS

plus interest) on JANUARY 2, 1990. If this note is payable in more than one payment, it is payable in 61 payments, the first payment in the amount of \$ 17,778.00 (plus interest) being due on DECEMBER 1, 1984 and subsequent payments as follows \$17,778.00 plus interest payable the first day of each succeeding month until January 2, 1990, when the remaining principal balance and all accrued but unpaid interest is due in full.

This loan bears SIMPLE interest at the rate of * % from date hereof (or , 19) until maturity and in the event of default in payment at the time due, or in the event of acceleration, the unpaid balance shall bear interest at the rate stated above or at 10% per annum, whichever is greater. The makers, endorsers and sureties hereof hereby severally waive protest, presentment, demand, and notice of protest and non-payment in case this note (or any payment due hereunder) is not paid when due, and they agree to any renewal of this note or to an extension, acceleration, or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral and to the addition or release of any party or person primarily or secondarily liable without prejudice to the holder or notice to makers, endorsers and sureties.

If any payment required by this note is not made when due, or the holder at any time in good faith believes for any reason, including any default as described in any security agreement, pledge agreement or real estate mortgage which provides security for this loan, that the prospect of receiving any payment required by this note is impaired, the unpaid balance of this note and any other liabilities of the makers to the holder, direct or indirect, absolute or contingent, now or heretofore existing or hereafter arising (all hereinafter called obligations) shall become immediately due and payable at the option of the holder, without notice or demand. The undersigned will pay on demand all costs of collection including reasonable attorneys' fees (not to be less than 10% of the unpaid amount of this note at the time of enforcement) incurred or paid by the holder in attempting to enforce payment of this note. If this note is payable in more than one payment, a late charge of 5% of the amount of any payment which is not paid within 10 days of its due date will be charged, but in no event shall such late charge exceed \$10 for any one late payment; also, in the event of full payment prior to maturity, a minimum service charge may be made.

Any deposits and checking, savings, or any other types of accounts or other sums at any time credited by or due from the holder to any maker, endorser, or surety hereof and any securities or other property of any maker, endorser, or surety hereof in the possession of the holder may at all times be held and treated as collateral security for the payment of any and all obligations. The holder may, without notice to the makers, endorser and sureties, apply or set off such deposits or other sums against such obligations at any time when due and payable even if due only by reason of acceleration. *CHASE MANHATTAN PRIME RATE + 1% TO FLOAT

- No new collateral agreement made with this note.
- This note is secured by: REAL PROPERTY; INVENTORY;
ACCOUNTS RECEIVABLE; \$3,000,000 LIFE INS.
POLICY ON JERRY D. CLAYTON

In signing this promissory note maker acknowledges receipt of a copy, certifying that it was filled in prior to signing.

Maker(s) THRIFTWAY MARKETING CORP.
BY: Jerry D. Clayton
JERRY D. CLAYTON, PRESIDENT

(More specifically described in Security Agreement
Pledge Agreement Real Estate Mortgage
3,050,000.00 No. Days 5 yrs. & 1 mo.
Loan No. 7956614-6565 Officer MPQ MPO
Mailing Address P.O. Box 1367, Farmington, NM 87401

ND 11-23-84 White - Original Pink - Customer Canary - File

EXHIBIT B

- (a) All indebtedness, obligations and liabilities arising pursuant to the provisions of this Mortgage.
- (b) All loans and advances now or hereafter from time to time made by Bank to the Mortgagee, and all other debts, obligations and liabilities of every kind and character of the Mortgages now or hereafter from time to time existing in favor of Bank, (1) whether the same be evidenced by notes, agreements, letters, letters of credit, guarantees, checks, receipts, book accounts, or overdrafts (or amendments to or extensions, renewals, arrangements, consolidations or modifications of or substitutions for any of the same), or in any other way, and (2) whether direct or indirect, primary or secondary, joint or several, express or implied, fixed or contingent, originally payable to Bank or to a third party and subsequently acquired by Bank, created under the terms and provisions of this Mortgage or otherwise, or fixed or contingent; provided, however, that Bank has no obligation to make any future loan, advance or expenditure to or on behalf of the Mortgagee, or in any way to permit the Mortgagee to incur any additional debt, obligation or liability to Bank.
- (c) All amendments, extensions, renewals, arrangements, consolidations, modifications and substitutions, in whole or in part, to, of or for any of the foregoing.

EXHIBIT C

26818

1018-364

QUITCLAIM DEED

Thriftway Marketing Corporation, a New Mexico corporation, for consideration paid, quitclaims to Clayton Investment Company, a New Mexico limited partnership, whose address is 710 East 20th Street, Farmington, New Mexico, the following described real property in San Juan County, State of New Mexico:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT to all Mortgages and liens of record.

WITNESS the execution hereof this 26 day of March, 1985.



THRIFTWAY MARKETING CORPORATION
A NEW MEXICO CORPORATION

Jerry D. Clayton

Jerry D. Clayton President

ATTEST
Shyllis Jane Clayton

Secretary



FILED OR RECORDED
BOOK 1018 PAGE 364
SAN JUAN COUNTY, NEW MEXICO

MAY 08 1985

AT 12:20 O'CLOCK P. M
SANDRA TOWNSEND
COUNTY CLERK
Sandra Townsend
DEPUTY
Rec #55467 Fee \$7.00

3617E-2

STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 26th day of March, 1985, by Jerry D. Clayton, President of Thriftway Marketing Corporation, a New Mexico corporation, on behalf of said corporation.

Judith Jones

NOTARY PUBLIC



364B

EXHIBIT A

SHADY ACRES PARCEL

The North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, in Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, SAVE AND EXCEPT a 5.5021 acre tract described as follows:

5.5021 acres, more or less, out of the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, the 5.5021 acre tract being described as follows:

BEGINNING at a point in a fence line located 19.5 feet South of the North line of Section Twenty-two being located 33 feet West from a fence corner and 9 feet West of the centerline of a ditch and being also located Easterly 1000.3 feet, more or less, from the West line of Section 22;

THENCE South parallel with and 33 feet West of the fence, a distance of 492.7 feet;

THENCE West 294.5 feet;

THENCE North 159.7 feet, more or less, to a point located 10 feet South of the toe of a firewall;

THENCE West parallel with and 10 feet South of the toe of the firewall a distance of 294 feet, more or less, to a point located 10 feet West of the prolongation of the toe of a North and South firewall;

THENCE North parallel with and 10 feet West of the toe of the North and South firewall, a distance of 333 feet, more or less, to a point in the fence line;

THENCE East along the fence a distance of 578.5 feet, more or less, to the place of beginning and containing 5.5021 acres, more or less.

364-C

AND SAVE AND EXCEPT

A tract of land in the North One-half of the Northwest Quarter of the Northwest Quarter of Section Twenty-two, Township Twenty-nine North, Range Eleven West, N.M.P.M., New Mexico, described as follows:

BEGINNING at a point which is South 89° 41' East 320.5 feet and South 19.5 feet from the Northwest corner of Section 22,

THENCE South 89° 41' East 100.00 feet;

THENCE South 333.00 feet;

THENCE North 89° 41' West 100.00 feet;

THENCE North 333.00 feet to the point of beginning, containing 0.764 acres, more or less, and being in the City of Bloomfield.

This Deed does not convey and reserves to previous owners all of the oil, gas and other minerals in, on, under and that may be produced from the above-described tract of land.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

SUBJECT TO all rights-of-way, easements and reservations of record which affect the above-described tract of land.

AND

The north five feet of a ten foot strip of land adjacent to and adjoining the north line of Lots Eleven, Twelve, Thirteen, and Fourteen, Block Two, Triplett Subdivision No. 2 to the City of Farmington.

Grantor, by this conveyance, intends to convey, irrespective of the description otherwise appearing in this Deed, all of the property owned by Grantor contiguous to and abutting the described property, without any gap, or gaps, and no intervening space or spaces or other hiatus reserved by Grantor.

38280

W. O. #6042163

1037-393

RIGHT-OF-WAY EASEMENT

This Easement is by and between Giant Industries, Inc., an Arizona corporation (GIANT), with a business address at 7227 North 16th Street, Building A, Phoenix, Arizona, 85020, referred to herein as "Grantor", and the City of Farmington Electric Utility System (CITY), with a business address at P.O. Box 900, Farmington, New Mexico, 87499 and Mountain States Telephone & Telegraph Company, (MOUNTAIN STATES), with a business address at 300 W. Arrington, Suite 010, Farmington, NM, 87401 collectively referred to herein as "Grantees".

WITNESSETH

Grantor, for and in consideration of One (\$1.00) Dollar and other consideration, conveys to Grantees the right to erect, construct, reconstruct, replace, remove, maintain and use an anchor along with such necessary wires and cables as Grantees from time to time shall suspend therefrom in conjunction with the proposed erection by Grantees of a powerline pole located on land adjacent to the following described premises situated in the County of San Juan, State of New Mexico, and more particularly described as follows:

A strip of land twenty-five (25) deep and ten (10) feet wide, being five (5) feet on each side of the following described centerline located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico: BEGINNING at a point which bears South 08 29' East a distance of 22.09 feet from the Northwest Corner of the NE1/4NW1/4NW1/4 of said Section 22:
THENCE South 25.00 feet (anchor).

Grantor further grants to the Grantees the right of ingress to and egress from the aforesaid strip of land over and across said strip of land by means of roads and lanes thereon, if there is such, otherwise by such route or routes as shall occasion the least damage, disturbance and inconvenience to Grantor.

Grantees shall have the further right to use gates in all fences which now cross or shall hereafter cross the boundary line of the aforescribed strip of land. All

393-A

gates used by Grantees, its servants, agents, representatives or employees, shall be maintained in a closed position when not in use. Grantees shall promptly reimburse Grantor for any damages done or caused to be done by Grantees in this regard.

Grantees shall also have the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on or around the anchor and shall have the right from time to time to trim and to cut down and clear away trees which now or hereafter in the reasonable opinion of Grantees may be a hazard to its wires or cables.

Grantees understand and hereby acknowledge that the strip of land is situated on premises which encompass existing petroleum operations which include receiving, storing and dispensing of flammable materials. During the exercise of any rights granted herein, Grantees shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent all damage, injury or loss to (i) any persons including, but not limited to, all employees, agents, representatives, invitees and licensees of Giant, and (ii) any property including, but not limited to, all buildings, fixtures, equipment, vehicles and tanks of Giant or its employees, agents, representatives, invitees and licensees. Grantees further understand and hereby acknowledge that all smoking is prohibited while on ~~the strip of land or the premises of Giant.~~

Grantees will not place said anchor in a location which would interfere with any normal use Grantor shall make of its premises including the strip of land. Grantees shall promptly repair any damage it shall do to Grantor's roads or lanes. Grantees shall indemnify and hold harmless Grantor from and against any and all losses and damages or claims which Grantees shall cause.

Should Grantees abandon said strip of land for the aforesaid use for a consecutive period of two years or more, then and in that event the rights herein granted shall automatically revert to the Grantor, its heirs and assigns.

IN WITNESS whereof the parties have authorized this Right-Of-Way Easement to be executed by their duly authorized representatives.

393-B

GIANT INDUSTRIES, INC.

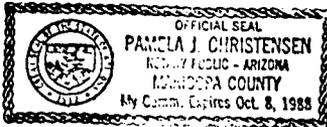
DATED: 1/23/86

By [Signature]

Title 20 VP.
GRANTOR SD
CA

STATE OF ARIZONA)
) SS.
MARICOPA COUNTY)

^{January} Before me, the undersigned authority, on the 23 day of ~~February~~, 1986, personally appeared Alexis G. Y. Home, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



[Signature]
Notary Public, State of Arizona
My Commission Expires: Oct 8, 1988

~~CITY OF FARMINGTON~~
ELECTRIC UTILITY SYSTEM

DATED: 1/27/86

By [Signature]

Title Assistant Director-Electric Utility System
GRANTEE

STATE OF NEW MEXICO)
) SS.
SAN JUAN COUNTY)

^{January} Before me, the undersigned authority, on the 27th day of ~~February~~, 1986, personally appeared Wm. T. Statton, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



[Signature]
Notary Public, State of New Mexico
My Commission Expires: 7-30-88

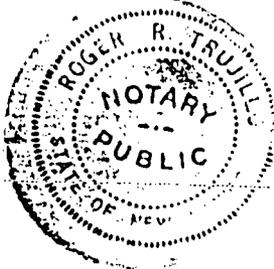
393-C

MOUNTAIN STATES TELEPHONE &
TELEGRAPH COMPANY

DATED: 1-31-86 By: Tom Shinn
Title ENGINEER
GRANTEE

STATE OF New Mexico)
SAN JUAN COUNTY) SS.

IN WITNESS WHEREOF, Before me, the undersigned authority, on the 31 day of January, 1986, personally appeared Tom Shinn, known to be to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Roger R. Trujillo
Notary Public, State of New Mexico
My Commission Expires:
MARCH 7, 1987

FILED OR RECORDED
BOOK 1037 PAGE 393
SAN JUAN COUNTY, NEW MEXICO

JAN 31 1986

AT 2:12 O'CLOCK P. M.
SANDRA TOWNSEND
COUNTY CLERK
Debbie Norgie
DEPUTY
Rec. # R001192 Fee # 3.25



57062

1066-746

LEASE AGREEMENT

This lease agreement (herein "Lease") made this 13th day of March, 1987, between the City of Farmington, a municipal corporation located in San Juan County, New Mexico, whose address is 800 Municipal Drive, Farmington, N.M. 87401, (herein "Lessor") and Manana Gas, Inc., a New Mexico Corporation, whose address is P. O. Box 36990, Albuquerque, New Mexico 87176, (herein "Lessee").

WITNESSETH:

That, pursuant to the action of the City Council of the City of Farmington on the 25th day of November, 1986, for and in consideration of the covenants, conditions and agreements herein contained to be kept and performed by the Lessee, the Lessor does hereby lease and demise to Lessee the following described property situated in San Juan County, New Mexico:

A tract of land lying in the Northwest Quarter (NW1/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, more particularly described as follows:

BEGINNING at a point which point bears South 89 deg. 41' East 320.5 feet and South 122.50 feet from the Northwest Corner of said Section 22:

THENCE South 89 deg. 41' East 100.00 feet;
THENCE South 230.00 feet;
THENCE North 89 deg. 41' West 100.00 feet;
THENCE North 230.00 feet to the point of beginning,
said tract contains 0.528 acre, more or less.

TOGETHER with an access easement described as follows:

146-A

BEGINNING at a point which point bears South 89 deg. 41' East 320.5 feet and South 19.5 feet from the Northwest Corner of said Section 22:

THENCE South 89 deg. 41' East 20.00 feet;
THENCE South 103.00 feet;
THENCE North 89 deg. 41' West 20.00 feet;
THENCE North 103.00 feet to the point of beginning.

Subject to existing easements, restrictions and reservations of record, and reserving unto the Lessor all oil, gas and other minerals, if any, not previously reserved or conveyed;

To have and to hold said property to Lessee for a term commencing on the 15th day of March, 1987 and to continue so long as Lessee continues to produce oil and gas in commercial quantities from either or both of the two oil and gas wells to be drilled upon the demised premises as herein contemplated.

In consideration of said lease, the Lessee covenants and agrees with Lessor as follows:

1. PURPOSE. The Lessee will occupy the property solely for the purpose of drilling and operating two oil and gas wells upon the demised premises. Lessee agrees to commence the drilling of an oil and gas well upon the premises within a reasonable period of time but in no event later than the 30th day of September, 1987.

2. RENTAL. Lessee agrees to pay to Lessor the sum of ----- Twenty Thousand Dollars (\$20,000.00) ----- upon execution of this Lease as advance rental for the entire term of this Lease.

3. FEES, TAXES, CHARGES. Lessee agrees to pay all license and inspection fees, all other governmental fees, taxes and charges, and all utility charges (including, but

not limited to, water, gas, electricity, telephone service, heat and light) arising or occurring in connection with the use or occupation of said property by Lessee or the business conducted thereon.

4. REPAIR AND MAINTENANCE. Lessee agrees, at his own expense, to keep the property demised, and any buildings, structures or other improvements now or hereafter located upon the premises, in a clean, safe and sanitary condition and in good repair.

5. ENTRY AND INSPECTION. The Lessor shall have the right, at reasonable times, to enter and inspect the premises to assure that Lessee has complied with the terms and conditions of this Lease.

6. ACCEPTANCE OF PREMISES. Lessee has examined the condition of the demised premises and accepts the same "AS IS AND WHERE IS". Lessor makes no representation as to the condition of the premises. Lessee expressly assumes the risk of all defects, latent or apparent.

7. SAFETY AND FENCING. Lessee agrees to comply with all applicable safety rules and regulations, including but not necessarily limited to the Occupational Health and Safety Act, and agrees to conduct activities and operations upon the premises in accordance with accepted industry safety standards. Lessee further agrees to construct, keep and maintain in good repair a good and sufficient chain link fence not less than six feet high topped by appropriate spiked or barbed wire, around the premises together with

appropriate locked gates, as a deterrent to trespassers and to deter children who may be attracted to the premises.

8. INDEMNIFICATION. Lessee agrees that the use and occupancy of said property, and of any buildings, structures or other improvements which are now, or hereafter located upon the premises, shall be at the risk of Lessee. Lessee shall protect, indemnify and save harmless the Lessor from and against any and all loss, damage, cost, expense, settlement, judgment, decree, award, fine, expense for attorneys fees, penalty and claim of any kind and character arising from or growing out of, directly or indirectly, (a) the use or occupation of the demised premises by Lessee or by anyone claiming by, through or under the Lessee, (b) the business conducted on the demised premises by Lessee, or by anyone claiming by, through or under the Lessee, (c) injury to Lessee, or agents or employees of Lessee, while on the demised premises, (d) any death resulting from any such injury, (e) loss of or damage to property of Lessee on the demised property, or any other property on said property not owned by Lessor, (f) the violation by Lessee, or by any of its agents or employees, or by anyone claiming by, through and under the Lessee, of any term or provision of this Lease, or (g) any act or omission of Lessee, or of any of its agents or employees, or of anyone claiming by, through or under the Lessee. If the Lessee refuses or neglects to defend any action brought against Lessor, Lessee shall pay all costs, expenses and

attorneys fees which Lessor or its officers or agents may incur in the defense of any such action.

9. COMPLIANCE WITH APPLICABLE LAWS. Lessee agrees to comply with all applicable laws, statutes, ordinances, and other public laws applicable to the premises, including zoning laws, safety laws, building codes, oil and gas regulations and laws, and environmental laws. The Lessee specifically agrees to comply with all rules and regulations of the transportation division of the State Corporation Commission pertaining to pipelines and transportation of natural gas, the provisions of the Environmental Improvement Division applicable to the premises, the provisions of the Oil & Gas Commission rules and regulations applicable to the drilling, operation and capping of oil and gas wells and all other rules and regulations applicable to Lessee's operations upon the premises.

10. RESTORATION OF PREMISES. Upon the expiration or termination of this Lease for any cause, Lessee shall return and restore the premises herein demised to the Lessor in the same condition as existing on the date hereof.

11. ASSIGNMENT. The Lessee shall not assign this Lease nor any rights hereunder nor shall Lessee sublet the premises or any part thereof, without written consent of the Lessor which consent shall not unreasonably be withheld by Lessor.

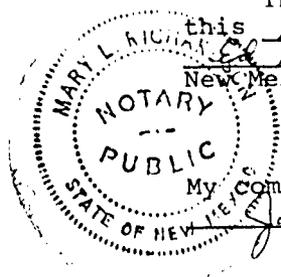
12. DEFAULT AND WAIVER. It is further understood and agreed that in case the leased premises shall be deserted or

abandoned, or if, without the consent of the Lessor, the Lessee shall sell, assign or encumber this lease or the premises or be in default in the performance of any of the covenants and agreements herein contained on the part of the Lessee to be kept and performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City of Farmington, applicable to said premises, or hereinafter established, or if the Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elects, at any time thereafter terminate this lease and the term thereof upon giving to the tenant thirty (30) days notice in writing of the Lessor's intention so to do. Thereupon, this lease and the term hereof shall expire and come to an end on the date fixed in such notice if Lessee fails to cure the default referenced in such notice, as if the said date were the date originally fixed in this lease for the expiration thereof. No determination of this lease by forfeiture nor taking or recovering possession of the premises shall deprive Lessor of any other action, right or remedy against Lessee for possession, for rent or for damages, and in no case shall any omission by Lessor to enforce any forfeiture or to exercise any other remedy to it belonging, or to require a strict performance of all of the terms of this lease, be deemed or taken to be a waiver by the Lessor of

146-G

STATE OF NEW MEXICO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me
this 12th day of March, 1987, by Ed Hartman,
Ed Hartman, President of Manana Gas, Inc., a
New Mexico corporation, on behalf of said corporation.



Mary L. Richardson
Notary Public

My Commission expires:
July 30, 1988

FILED OR RECORDED
BOOK 1066 PAGE 146
SAN JUAN COUNTY, NEW MEXICO

MAR 18 1987

AT 1:40 O'CLOCK P M
Carol Bandy
COUNTY CLERK

DEPUTY
Rec # 12018485 Aug 10 87



437-B

EXHIBIT "A"

October 14, 1987

EL PASO NATURAL GAS COMPANY
MANANA GAS, INC.-COOK NO. 1E AND JAN REDDING NO. 1 METER
ACROSS CITY OF FARMINGTON LAND

A strip of land thirty (30) feet wide lying ten (10) feet West and twenty (20) East, across that portion of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, the surveyline of which is described as follows:

Beginning at a point located on the North boundary of said Section 22, said point bears North $89^{\circ}50'$ East, a distance of 333.0 feet from a 1" iron pin in the intersection of North Frontier Street & West Blanco Blvd. for the Northwest corner of said Section 22;

Thence South $0^{\circ}27'$ East 188.8 feet;

Thence South $35^{\circ}57'$ East 55.4 feet to a point located in said Section 22, said point bears ^{SW} $57^{\circ}38'$ East, a distance of 434.5 feet from a 1" iron pin in the intersection of North Frontier Street & West Blanco Blvd. for the Northwest corner of Section 22.

The length of the above described surveyline is 244.2 feet or 14.800 rods.

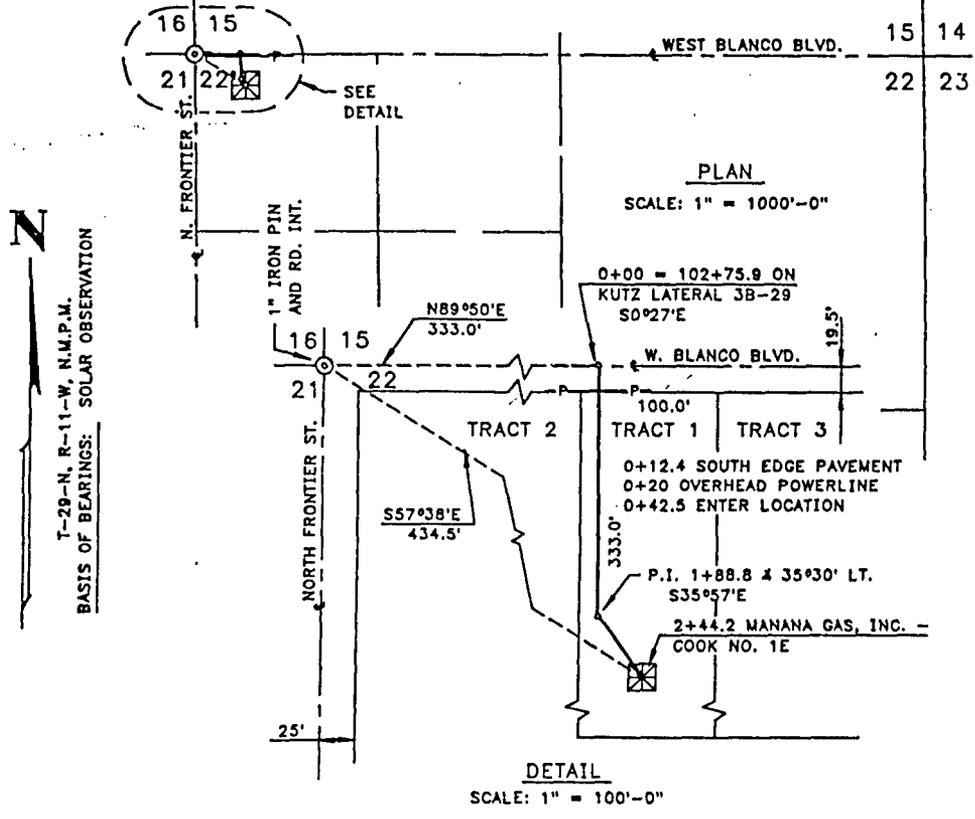
Dwg. No. KLB29-13-1 and KLB29-14-1
R/W No. 870508 and 870509
JTC:lc

437-C

EL PASO NATURAL GAS COMPANY
KUTZ GATHERING SYSTEM

LINE MANANA GAS, INC. - COOK NO. 1E DWG. NO. KLB29-13-1
 FROM 0+00 = 102+75.9 ON KUTZ LATERAL 3B-29 WO NO. _____
(29B733.0-1, R/W NO. 550549) RW NO. 870508
 DATE 7/14/87
 SCALE 1" = 1000'
 SURVEYED 7/2/87

COUNTY SAN JUAN STATE NEW MEXICO SECTION 15,22 TOWNSHIP 29-N RANGE 11-W, N.M.P.M.



DWN. BY MD/DC CONSTR. COMMENCED _____ APPL. DWG. _____ SLACK CHAIN _____
 CKD. BY MLG/JTC CONSTR. COMPLETED _____ DATE _____ PIPE SIZE 4 1/2" O.D.

PRINT RECORD	PIPE DATA	METER STA. NO.	DK
1	8" 100' 7/15/87		
2	8" 100' 7/15/87		
3	8" 100' 7/15/87		
4	8" 100' 7/15/87		
5	8" 100' 7/15/87		

OWNER	OWNER	LESSEE	RODS
E.S. 0+00 TO E.S. 2+44.2	CITY OF FARMINGTON		14.800

WL2859

86365

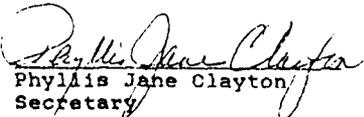
1101-293

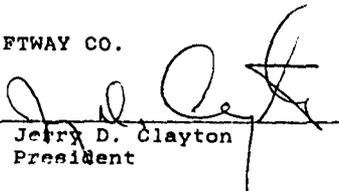
ASSIGNMENT

For and in consideration of the issuance of stock under Section 351 of the Internal Revenue Code (1986), and for other valuable consideration received, THRIFTWAY CO., a New Mexico corporation, also known for purposes of this Assignment as THRIFTWAY OIL COMPANY, hereinafter called "Thriftway," and only to the extent that Thriftway has the right to do so, and only to the extent that assignment of such rights may be made separately and apart from and without affecting the validity of all other easements, rights and privileges in the franchise hereinafter described, hereby transfers and assigns unto THRIFTWAY PIPELINE TRANSPORTATION CORP., a New Mexico corporation, hereinafter called "Assignee," its successors and assigns, effective the 15th day of November 1988, only that portion of Thriftway's rights necessary to and required in the operation, maintenance, repair and removal of that certain 6-5/8" O.D. pipeline located within the county road right of way along the north boundary line of the North Half of the Northwest Quarter (N/2 NW/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, as described in that certain franchise ordered, adjudged and decreed by the Commissioners Court of San Juan County, New Mexico, on May 7, 1956.

For the same consideration, Assignee agrees to be bound by all the terms, conditions and covenants of said franchise herein assigned.

IN WITNESS WHEREOF, this Assignment is executed this 15th day of November, 1988.

Attest:

 Phyllis Jane Clayton
 Secretary

THRIFTWAY CO.
 By: 
 Jerry D. Clayton
 Its: President



FILED OR RECORDED
 BOOK 1101 PAGE 293
 SAN JUAN COUNTY, NEW MEXICO

APR 10 1989
 AT 12:03 O'CLOCK P M
 Carol Bandy
 COUNTY CLERK
 Deputy
 15759 4/17/89

86366

110-294

ASSIGNMENT

For and in consideration of the issuance of stock under Section 351 of the Internal Revenue Code (1986), and for other valuable consideration received, THRIFTWAY CO., a New Mexico corporation, also known for purposes of this Assignment as THRIFTWAY OIL COMPANY, hereinafter called "Thriftway," and only to the extent that Thriftway has the right to do so, hereby transfers and assigns unto THRIFTWAY PIPELINE TRANSPORTATION CORP., a New Mexico corporation, hereinafter called "Assignee," its successors and assigns, effective the 15th day of November 1988, simultaneous with the sale to Assignee by Bill of Sale of that certain 21 miles, more or less, of Thriftway's 6-5/8 inch O.D. Bisti-Bloomfield Pipeline situated in San Juan County, New Mexico, as is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, all of Thriftway's right, title and interest in and to those certain recorded rights of way and easements pertaining to said pipeline specifically listed and set out in Exhibit "B" attached hereto and made a part hereof, as the same is recorded in Book 826, Page 533 of the records of the San Juan County Clerk.

For the same consideration, Thriftway hereby further transfers and assigns unto Assignee, its successors and assigns, effective the 15th day of November, 1988, only that portion of Thriftway's rights necessary to and required in the operation, maintenance, repair, relocation and replacement of said pipeline over and through the properties described in those certain rights of way and easements pertaining to said pipeline specifically listed and set out in Exhibit "C," attached hereto and by this reference made a part hereof, as the same is recorded in Book 826, Page 533 of the records of the San Juan County Clerk.

Thriftway warrants the title herein assigned to the easements and rights of way listed in Exhibits "B" and "C" against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Thriftway but no further.

For the same consideration, Assignee agrees to be bound by all the terms, conditions and covenants of said rights of way and easements set out in Exhibits "B" and "C."



FILED OR RECORDED
 BOOK 1101 PAGE 294
 SAN JUAN COUNTY, NEW MEXICO

APR 10 1989
 AT 12:04 O'CLOCK P M
Cecil Bandy
 COUNTY CLERK
Ray Sanderson
 DEPUTY 110-294 Sup 78

533
294-A

Exhibit "A"

Description of Shell Pipe Line Corporation's existing 21 miles long, more or less, 6 5/8" O.D., Bisti-Bloomfield pipeline, all being located in San Juan County, New Mexico and more particularly described as follows:

Beginning at a point on the centerline on that 6 5/8" pipeline located 901.5 feet east and 23.5 feet south of the northwest corner of Section 22, Township 29 North, Range 11 West, N.M.P.M., that point being the East Weld location of Shell Pipe Line Corporation's Bloomfield Station weld-end block valve, thence easterly along the centerline of that 6 5/8" pipeline to its junction with the 6 5/8" pipeline purchased by Shell Pipe Line Corporation from El Paso Natural Gas Company on December 29, 1977, at a point located 1,510 feet east and 30 feet south of the northwest corner of Section 23, Township 29 North, Range 11 West, N.M.P.M.;

Thence southerly and southwesterly along the centerline of that 6 5/8" pipeline with all its meanders across Sections 23, 22, 27, 34 and 33 of Township 29 North, Range 11 West, N.M.P.M. (crossing the San Juan River in said Section 27 and crossing New Mexico State Highway No. 44 in said Section 33), leaving said Section 33 at a point 90 feet east of the south quarter corner thereof;

Thence continuing with the centerline of that 6 5/8" pipeline across fractional Sections 10 and 9, and Sections 16, 21, 20, 29, 30 and 31 of Township 28 North, Range 11 West, N.M.P.M., leaving said Section 31 at a point 147.9 feet east of the southwest corner thereof;

Thence continuing with the centerline of that 6 5/8" pipeline across Section 6, Township 27 North, Range 11 West, N.M.P.M., leaving said Section 6 at a point 271.1 feet south of the northwest corner thereof;

Thence continuing with the centerline of that 6 5/8" pipeline across Sections 1, 12, 13, 14, 23, 26, 27 and 34 of Township 27 North, Range 12 West, N.M.P.M., leaving said Section 34 at a point 167.8 feet east of the southwest corner thereof;

Thence continuing with the centerline of that 6 5/8" pipeline across Sections 3, 4, 9, 8 and 17 of Township 26 North, Range 12 West, N.M.P.M. to the point of intersection of the centerline of that 6 5/8" pipeline with the north boundary line of the Shell Pipe Line Corporation - Texas-New Mexico Pipe Line Company's Bisti Station located in the Northwest Quarter of the Southeast Quarter (NW/4/SE/4) of said Section 17, that point of intersection located 76 feet, more or less, east of the northwest corner of that Station, and that point-of-intersection is the end of the herein described centerline.

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3

294-2

EXHIBIT "B"

ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS

<u>Grantor</u>	<u>Date of Grant</u>	<u>Subdv</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>Book</u>	<u>Page</u>
R. M. Jordan, et ux	1-26-53	NE1/4NW1/4	23	29N	11W	202	22
Loanie Hare, et vir	1-29-53	E1/2NW1/4NW1/4	23	29N	11W	202	55
Boyd Abrams, et al	1-26-53	SW1/4NW1/4, N1/2NW1/4SW1/4	23	29N	11W	203	82
Myron Abrams, et ux	2-09-53	SW1/4NW1/4, N1/2NW1/4SW1/4	23	29N	11W	203	83
Charles L. Turner, et ux	1-21-53	NE1/4SE1/4	22	29N	11W	202	81

* Records of San Juan County, New Mexico

294-D

EXHIBIT "C"

PARTIAL ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS

<u>Grantor</u>	<u>Date of Grant</u>	<u>Subdv</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>Rec'd in Book</u>	<u>Page</u>
Bert Pearce, et ux	1-29-53	SE1/4SE1/4	22	29N	11W	202	51
Austin A. Davis	2-09-53	SE1/4NE1/4	27	29N	11W	202	92
Lloyd D. Fitta	1-15-53	SW1/4NE1/4	27	29N	11W	203	166
Mamie Mangum	1-17-53	NW1/4SE1/4	33	29N	11W	200	70
Mamie Mangum	5-06-53	NW1/4SE1/4	33	29N	11W	212	84
Joseph B. Witt, et ux	1-19-53	SW1/4SE1/4	33	29N	11W	205	67
William Roby Clyne	1-17-56	NW1/4NW1/4	13	27N	12W	295	232
Kenneth S. Washburn, et al	1-20-53	E1/2	14	27N	12W	202	91
John Graham, et ux	1-20-53	N1/2,SW1/4 W1/2NW1/4	23 26	27N	12W	202	90

* Records of San Juan County, New Mexico

110-295

86367

ASSIGNMENT

For and in consideration of the issuance of stock under Section 351 of the Internal Revenue Code (1986), and for other valuable consideration received, THRIFTWAY CO., a New Mexico corporation, also known for purposes of this Assignment as THRIFTWAY OIL COMPANY, hereinafter called "Thriftway," and only to the extent that Thriftway has the right to do so, hereby transfers and assigns unto THRIFTWAY PIPELINE TRANSPORTATION CORP., a New Mexico corporation, hereinafter called "Assignee," its successors and assigns, effective the 15th day of November 1988, only that portion of Thriftway's rights necessary to and required in the operation, maintenance, repair and removal of that certain 3-1/2 inch pipeline located within the county road right of way along the north boundary line of the North Half of the Northwest Quarter (N/2 NW/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico, as described in that certain franchise ordered, adjudged and decreed by the Commissioner's Court of San Juan County, New Mexico, on May 7, 1956.

For the same consideration, Assignee agrees to be bound by all the terms, conditions and covenants of said franchise herein assigned.

IN WITNESS WHEREOF, this Assignment is executed this 15th day of November, 1988.

Attest:

THRIFTWAY CO.

Phyllis Jane Clayton
Phyllis Jane Clayton
Secretary

By: *Jerry D. Clayton*
Jerry D. Clayton
Its: President



FILED OR RECORDED
BOOK 1101 PAGE 295
SAN JUAN COUNTY, NEW MEXICO

APR 10 1989
AT 12:05 O'CLOCK P M
Cheryl Bandy
COUNTY CLERK
Jerry Handman
DEPUTY R045759 Aug 16

295-B

PARTIAL
ASSIGNMENT

For and in consideration of the issuance of stock under Section 351 of the Internal Revenue Code (1986), and for other valuable consideration received, THRIFTWAY CO., a New Mexico corporation, also known for purposes of this Assignment as THRIFTWAY OIL COMPANY, hereinafter called "Thriftway," and only to the extent that Thriftway has the right to do so, hereby transfers and assigns unto THRIFTWAY PIPELINE TRANSPORTATION CORP., a New Mexico corporation, hereinafter called "Assignee," its successors and assigns, effective the 15th day of November 1988, only that portion of Thriftway's right, title and interest in and to that certain right of way and easement dated January 20, 1953, from John Graham and Daisy Graham, his wife, to Shell Pipe Line Corporation, a Maryland corporation, recorded January 31, 1953, in Book 202, at Page 90, of the Records of San Juan County, New Mexico, and assigned from Shell Pipe Line Corporation, a Maryland Corporation, to Thriftway Oil Company, a New Mexico corporation, which Assignment was recorded on July 20, 1978, at Book 830, Page 386 of the records of San Juan County, New Mexico, as is required in the operation and maintenance of that certain existing Shell 6-5/8 Bisti-Bloomfield pipeline and appurtenances thereto. Said easement covers the following described lands in San Juan County, New Mexico, to-wit:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>B.M.</u>
N-1/2 and SW-1/4	23	27 North	12 West	N.M.P.M.
W-1/2NW-1/4	26	27 North	12 West	N.M.P.M.

El Paso Natural Gas Company, in its assignment to Shell Pipe Line Corporation, reserved and excepted all rights and privileges owned and held by El Paso Natural Gas Company under and by virtue of the above-described right of way and easement other than the rights herein specifically assigned, and Thriftway hereby excepts from this assignment those rights previously reserved and excepted by El Paso Natural Gas Company.

For the same consideration, Assignee agrees to be bound by all the terms, conditions and covenants of said right of way agreement herein being assigned.

1229-491

DECLARATION OF VACATION AND ABANDONMENT

It is hereby declared that the following described property is vacated and abandoned from the state highway system.

Tract 1 As shown on the record of survey for First Baptist Church of Bloomfield recorded December 15, 1995 in book 1211 at page 653 in the office of the County Clerk, San Juan County, New Mexico, located in the north half of section twenty-two (22), township twenty-nine (29) north, range eleven (11) west, N.M.P.M., San Juan County, New Mexico, described as follows:

Beginning at a 5/8" rebar with plastic cap marked 11598 set for the south corner of said tract 1, and also being a point on the southerly right-of-way of old highway 44, whence a brass cap Highway Monument marked 13+30.60 bears north 59°56'57" east, 50.60 feet, A 2" aluminum cap marked T.29 N. R.11 W. 16/15/21/22 11598 1995 set for the northeast corner of said section 22 bears north 41°43' east, 3419.1 feet, and a 2" aluminum cap marked T.29 N. R.11 W. ¼ 21/22 9673 1995 set for the west quarter corner of said section 22 bears south 88°27' west, 2257.9 feet; thence north 00°00'00" east, 146.01 feet to a 5/8" rebar with plastic cap marked 11598 set at a point on a curve concave to the northwest on the northerly right-of-way of said old U.S. Highway 44; thence along said right-of-way curve having a radius of 666.20 feet through a central angle of 43°11'57" for an arc length of 502.29 feet and having a chord that bears north 34°10'23" east, 490.48 feet to a 5/8" rebar with plastic cap marked 11598; thence along said right-of-way along a spiral chord north 11°48'20" east, 24.06 feet to a 5/8" rebar with plastic cap marked 11598; thence north 89°36'09" east, 45.80 feet to a 5/8" rebar with plastic cap; thence south 00°27'12" west, 249.57 feet to a 5/8" rebar with plastic cap marked 11598 set at a point on a curve on said southerly right-of-way, whence a brass cap highway monument marked 16+09.48 bears N.62°03'31" west, 2.9 feet; thence along said southerly right-of-way curve concave to the northwest having a radius of 791.20 feet through a central angle of 33°47'24" for an arc length of 466.61 feet and having a chord that bears south 34°50'09" west, 459.87 feet to the point of beginning; Containing 1.53 acres, more or less.



9617374 B-1229 P-491 11/18/96 12:00P PG 1 OF 2
CAROL BANDY, CLERK SAN JUAN COUNTY, NEW MEXICO

REC 7.00 DOC 2.00 NOT *[Signature]*

25x10

It is further declared that the State Highway Department makes no representation as to title or jurisdiction over the above-described property after this abandonment from the State Highway System, and that said abandonment is subject to existing rights of others evidenced by recorded or unrecorded easements or conveyances of any nature.

New Mexico State Highway and Transportation Dept.

By Ronald E. Gaines

STATE OF NEW MEXICO)
County of SANTA FE) SS

This instrument was acknowledged before me this 13 day of November, 1996, by Ronald E. Gaines in his capacity as Deputy Secretary of Transportation, Planning and Design of the New Mexico State Highway and Transportation Department.

Witness my hand and seal the day and year last above written.

Jack C. Park

Notary Public

My commission expires: April 3, 1999



QUITCLAIM DEED

Whereas, on October 25, 1954, Malco Products, Inc. was issued a water right of 0.13223 acre feet per day from the Citizens Ditch by License No. 2776 for its refinery located in Section 22, T29N, R11N, N.M.P.M. (hereinafter referred to as "the refinery");

Whereas, on January 10, 1956 Malco Products, Inc. by Deed conveyed all of its interest in the refinery together with the license to appropriate water, license and permit No. 2776, together with any other water rights, water ditches and water easements, to El Paso Natural Gas Products Company;

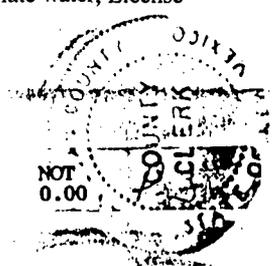
Whereas, on December 14, 1965, El Paso Natural Gas Products Company, a subsidiary of El Paso Natural Gas Company, by Warranty Deed conveyed its interests in the refinery except a reservation of oil, gas and other minerals to Naturita Supply Company, Inc.;

Whereas, on December 27, 1965, Naturita Supply Company by Warranty Deed conveyed its interests in the refinery to Plateau, Inc.;

Whereas, on November 1, 1984 and December 28, 1984, Plateau Inc. conveyed by Deed and Corrective Deed its interests in the refinery to Bloomfield Refining Company;

Whereas, on November 1, 1984 and January 4, 1985, Bloomfield Refining Company, by Special Warranty Deed and Corrective Deed, conveyed its interests in the refinery to Thriftway Marketing Corporation;

Whereas, Burlington Resources Oil & Gas Company, formerly known as Meridian Oil, Inc., is the successor in interest to El Paso Natural Gas Products Company and Burlington Resources Oil & Gas Company claims any interest in the license to appropriate water, License



No. 2776, or any other water right, water ditches, or water easements appurtenant to, or associated with, the refinery;

NOW THEREFORE, Burlington Resources Oil & Gas Company quitclaims to Thriftway Corporation all of its right, title and interest in the license to appropriate water, license and permit No. 2776, together with any other rights, water ditches and water easements appurtenant to, or associated with, the refinery.

Dated: June 28, 1999

BURLINGTON RESOURCES OIL & GAS COMPANY

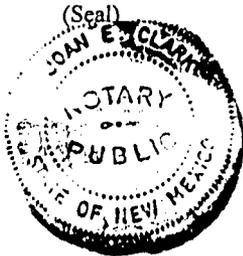
By: *John F. Zent*
Name: John F. Zent
Title: Attorney-In-Fact

STATE OF NEW MEXICO
COUNTY OF SAN JUAN

This instrument was acknowledged before me on June 28, 1999 by John F. Zent as Attorney-In-Fact of Burlington Resources Oil & Gas Company.

Joan E. Clark
Notary Public

My commission expires: March 31, 2002



Original Return
1/14

RIGHT OF WAY EASEMENT

WF# 11012

1298-578

THIS INDENTURE, MADE THIS 13th DAY OF JANUARY A.D. 2000
BY AND BETWEEN CLAYTON INVESTMENT COMPANY, a New Mexico Limited Partnership
PART Y OF THE FIRST PART, AND THE CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM AND THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, CORPORATIONS, PARTY OF THE SECOND PART.

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR, LAWFUL MONEY OF THE UNITED STATES OF AMERICA AND OTHER VALUABLE CONSIDERATIONS TO THEM IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM UNTO THE SAID PARTY OF THE SECOND PART, AND ITS SUCCESSORS, AND ASSIGNS A RIGHT OF WAY IN, ON, UNDER, BENEATH, OVER, AND ACROSS THE FOLLOWING DESCRIBED LANDS SITUATED IN SAN JUAN COUNTY, NEW MEXICO. FOR THE PURPOSE OF CONSTRUCTING, BUILDING, ERECTING, LAYING, INSTALLING, MAINTENANCE, RENEWING, REPAIRING, INSPECTING, OPERATING, AND USING ELECTRIC POWER LINES, CABLES, TRANSMISSIONAL LINES POLES, TOWERS, GUYS, WIRES, POSTS, BRACES, TRANSFORMERS, CONDUITS, AND ALL EQUIPMENT AND APPARATUS NECESSARY FOR CONVENIENT TO THE TRANSMISSION, CARRYING DISTRIBUTIONS, AND OF ELECTRIC POWER AND ELECTRIC CURRENT AND TELEPHONE COMMUNICATIONS SYSTEMS IN, ON, UNDER, BENEATH, OVER, AND ACROSS THE SAID FOLLOWING DESCRIBED LANDS, TO-WIT. THE PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO REMOVE ALL INTERFERING VEGETATION AND STRUCTURES WITHIN THE RIGHT OF WAY AND TRIM VEGETATION GROWING WITHIN FIFTEEN (15) FEET OF ANY POWER LINES.

A strip of land ten (10) feet wide, being five (5) feet on each side of the following described centerline located in the North one-half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4) of Section 22, Township 29 North, Range 11 West, N.M.P.M., San Juan County, New Mexico:

BEGINNING at Point #1, a point on the Easterly line of the City of Bloomfield Street Dedication Plat of 5th Street, according to the Plat thereof filed for record in the office of the Clerk of said County on August 14, 1979 from which the Northwest corner (a found Aluminum cap at the intersection of Frontier Street and West Blanco Street) of said Section 22 bears North 85°38'20" West, a distance of 1052.19 feet; THENCE, South 62°10'02" East a distance of 13.32 feet to Point #2; THENCE, South 01°11'50" West a distance of 338.82 feet to Point #3, a point from which the Northwest corner (a found Aluminum cap at the intersection Frontier Street and West Blanco Street) of said Section 22 bears North 68°02'15" West, a distance of 1136.31 feet.

ALSO: Two (2) anchor easements in above strip;

- 1) BEGINNING at above said Point #2;
THENCE, North 01°11'50" East 25.00 feet;
- 2) BEGINNING at above said Point #3;
THENCE, South 01°11'50" West 25.00 feet;


 200003526 03/10/2000 02:05P
 1of2 B1298 P578 R 7.00 D 3.00
 San Juan County, NM Clerk CAROL BANDY *Carol Bandy*



TOGETHER WITH RIGHT OF INGRESS AND EGRESS IN, ON, UNDER, BENEATH, OVER, AND ACROSS THE SAID DESCRIBED LANDS FOR THE AFORESAID PURPOSES.

TO HAVE AND TO HOLD THE SAID DESCRIBED LANDS UNTO THE SAID PARTY OF THE SECOND PART AND ITS SUCCESSORS AND ASSIGNS FOR THE AFORESAID PURPOSES, SO LONG AS THE PARTY OF THE SECOND PART AND ITS SUCCESSORS AND ASSIGNS SHALL USE SAID LANDS OR ANY PART THEREOF FOR ANY OF THE AFORESAID PURPOSES.

AND, THE SAID PARTY OF THE SECOND PART COVENANTS AND AGREES THAT IT SHALL AND WILL CLOSE ALL GATES USED BY IT OR ITS SERVANTS AND EMPLOYEES IN GOING UPON AND LEAVING SAID PREMISES FOR THE AFORESAID PURPOSES, AND THAT IT WILL PAY TO THE SAID PARTIES OF THE FIRST PART AND THEIR HEIRS, AND ASSIGNS ALL REASONABLE DAMAGES DONE OR CAUSED TO BE DONE BY THE PARTY OF THE SECOND PART AND ITS SERVANTS AND EMPLOYEES IN GOING IN, ON, UNDER, BENEATH, OVER, AND ACROSS THE SAID LANDS IN ERECTING, INSTALLING, SERVICING, REPAIRING, MAINTAINING, AND USING THE SAID POWER LINES, EQUIPMENT, AND TELEPHONE COMMUNICATIONS SYSTEMS.

IT IS FURTHER COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO THAT IF AND WHEN THE PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS ABANDON THE SAID LANDS FOR THE AFORESAID USES, FOR THE PERIOD OF TWO YEARS OR MORE, THE RIGHTS HEREIN GRANTED SHALL AUTOMATICALLY REVERT TO THE SAID PARTIES OF THE FIRST PART AND THEIR HEIRS AND ASSIGNS.

IN WITNESS WHEREOF THE SAID PART Y OF THE FIRST PART HAS 5 HEREUNTO SET HIS HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

x Clayton Investment Co.
(TYPE COMPANY NAME HERE)

Gen. Partner
TITLE

x *[Signature]*
 CITY OF FARMINGTON
 ELECTRIC UTILITY SYSTEM
 101 NORTH BLANCO STREET
 FARMINGTON, NEW MEXICO 87401

STATE OF NEW MEXICO)

) SS.

COUNTY OF SAN JUAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January 2000.

BY Jerry Clayton General Partner OF Clayton Investments
NAME TITLE

A _____ CORPORATION, ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN



OFFICIAL SEAL
Joyce E. Hughes
NOTARY PUBLIC
STATE OF NEW MEXICO

Joyce E. Hughes
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/30/02

STATE OF NEW MEXICO)

) SS.

COUNTY OF SAN JUAN)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED

_____ KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING

INSTRUMENT AND ACKNOWLEDGED THAT _____ EXECUTED THE SAME AS _____ FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

200003526 03/10/2000 02:05P
2of2 B1298 P578 R 7.00 D 3.00
San Juan County, NM Clerk CAROL BRADY

Return to:
CITY OF FARMINGTON
ELECTRICAL ENGINEERING DEPT.
101 NORTH BROWNING PARKWAY
FARMINGTON, NEW MEXICO 87401



Olson, William

From: Olson, William
Sent: Monday, January 24, 2000 12:06 PM
To: 'annie kearns'
Cc: Wrotenbery, Lori; Anderson, Roger
Subject: RE: OCD sites in Bloomfield

The OCD has a file on the Aerex Refinery. I don't know if it was actually 2 refineries. I know there was the one refinery and across the street was a former crude oil pump station.

Giant Refining Co. is working with the OCD at the former crude station to investigate and remediate contamination from past tank leaks.

A year or two ago the OCD sent Clayton Investments, a real estate company which currently owns the refinery property, a letter requiring submission of an Abatement Plan for the refinery. Clayton notified the OCD that they are a recent owner of the site and never operated the refinery nor owned the property when it was a refinery. The OCD plans to research the ownership of the refinery, but has yet not done it. The NMED Superfund Program also looked at the site years ago and did a Preliminary Assessment (PA) of the site for EPA and should have a copy of the report on file. The PA was limited in scope and as far as I know neither EPA nor NMED is pursuing Superfund listing. The report did document some minor ground water contamination at the site.

Theresa Simpson also called me last week. Her message said she was looking at purchasing the site. I returned her call and left a message on her machine. But, she has yet to call me back.

The OCD will be pursuing investigation of the site. If you have any more questions, give me a call.

From: annie kearns [SMTP:annie_kearns@nmenv.state.nm.us]
Sent: Monday, January 24, 2000 11:35 AM
To: Olson, William
Subject: OCD sites in Bloomfield

Bill,

A woman, Theresa Simpson, is attempting to cleanup and develop some sites in Bloomfield. She has been unable to learn their actual street addresses, has only the location, "Corner of 5th St. and Blanco Blvd". There are 2 sites, said to have been 2 separate oil refineries, across the street from each other, both on that corner. One of them was called A-Rex Refinery, I believe. She has no idea the name of the other one.

I checked with USTB, but they don't have this site in their database, which tells me there were no USTs. Does OCD have a file on either or both of them? If so, can you give me any information on them... like status? owner? name of the other one? how contaminated?

A Kurt Sandoval may have recently asked about these same sites, I'm told.

Thanks for any light you can shed on this.

Annie Kearns
VRP

Olson, William

From: Chavez, Frank
Sent: Friday, October 01, 1999 4:29 PM
To: Anderson, Roger
Cc: Wrotenbery, Lori; Olson, William
Subject: Old Refinery Site

The monitor well drilled by ED in the old AREX refinery site in Bloomfield is seeping oil around the casing. The well needs to be properly repaired before a larger flow creates a bigger problem.



Mvc-001s.jpg



Mvc-002s.jpg



Mvc-003s.jpg













CLAYTON INVESTMENT COMPANY
710 East 20th St.
Farmington, New Mexico 87401
(505) 327-5156

RECEIVED
ENVIRONMENTAL DIVISION
AUG 14 1996

August 14, 1996

VIA CERTIFIED MAIL #Z-736-893-592, RETURN RECEIPT REQUESTED

Roger C. Anderson
State Of New Mexico
Energy, Minerals and Natural Resources Department
Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505

RE: AEREX REFINERY SITE, BLOOMFIELD, NEW MEXICO

Dear Mr. Anderson:

Clayton Investment Company (hereinafter "CIC") has received your correspondence dated June 18, 1996 regarding the above referenced site (hereinafter "the Aerex Site") and your Department's desire to have CIC submit an "abatement plan" for the Aerex Site pursuant to sections 4104 and 4106 of the New Mexico Water Quality Control Commission regulations.

Please be advised that CIC acquired the Aerex Site in 1984 as a part of a group acquisition of several properties from Plateau, Inc. As is noted in the New Mexico Environmental Improvement Division's Screening Site Inspection Report made in October 1990, the refinery previously located on the Aerex Site was dismantled and removed some time prior to 1981, before CIC acquired the location. The report, in fact, confirms that "Thriftway [actually CIC] acquired the property when the site was already vacant."

Since purchasing the property some twelve years ago, CIC has never conducted any activity, constructed any improvements, or utilized the Aerex Site property in any manner whatsoever. As such, CIC is not responsible for the operation, or the effects of the operation, of the refinery previously located on the Aerex Site. Accordingly, CIC has no obligation to prepare or propose an abatement plan for the Aerex Site.

Visual inspection of the Aerex Site reveals that monitoring wells have been installed on the property by some individual or entity, presumably the New Mexico Environment Department (hereinafter "NMED"). These wells are locked and CIC has no information regarding their installation or whether any actual monitoring has taken place over time. Perhaps the NMED may be of assistance regarding these matters.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,


Robert G. Moss
General Counsel



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
2040 S. PACHECO
SANTA FE, NEW MEXICO 87505
(505) 827-7131

June 18, 1996

CERTIFIED MAIL

RETURN RECEIPT NO: P-269-269-165

Mr. Jerry D. Clayton, President
Clayton Investment Company
710 East 20th Street
Farmington, New Mexico 87401

**RE: AEREX REFINERY
BLOOMFIELD, NEW MEXICO**

Dear Mr. Clayton:

It has come to the attention of the New Mexico Oil Conservation Division (OCD) that the Clayton Investment Company (CIC) is the owner of the former Aerex Refinery located in the City of Bloomfield in the NW/4 of Section 22, T29N, R11W NMPM, San Juan County, New Mexico.

Prior investigations by the New Mexico Environment Department have identified contaminated soils and ground water related to former refinery operations at the site. Based upon the soil and ground water contamination documented in prior investigations and the potential for impacts on the public, the OCD hereby requires that CIC submit to the OCD by August 17, 1996 a Stage 1 abatement plan proposal pursuant to New Mexico Water Quality Control Commission (WQCC) regulations 4104 and 4106. Enclosed is a copy of the WQCC regulations for your reference.

If you have any questions, please contact Bill Olson of my staff at (505) 827-7154.

Sincerely,

Roger C. Anderson
Environmental Bureau Chief

xc: OCD Aztec Office
Marcy Leavitt, NMED Ground Water Quality Bureau Chief
Albert L. Keller, City Manager, City of Bloomfield

OIL CONSERVATION DIVISION

October 17, 1995

Mr. Albert L. Keller, City Manager
City of Bloomfield
P.O. Box 1839
Bloomfield, New Mexico 87413

Re: Aerex Refinery Site

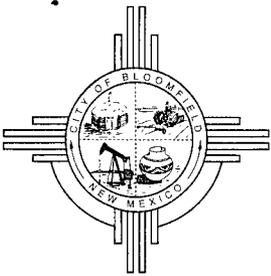
Dear Mr. Keller:

The Oil Conservation Division (OCD) is in receipt of your proposal submitted to the New Mexico Environment Department (ED) to utilize the old abandoned Aerex Refinery Site as a parking lot and a YAFU football field. The OCD has not conducted an investigation of the site, however, the ED has conducted a Site Screening Inspection and would be the proper agency to evaluate the health risks posed by any remaining contamination.

If you have any questions, please do not hesitate to call me.

Sincerely,


Roger C. Anderson
Environmental Bureau Chief



City of Bloomfield

ENVIRONMENTAL DIVISION

RECEIVED

'95 JUN 17 AM 8 52

June 09, 1995

Ms. Mora Haning
NM Environmental Department
Ground Water Bureau
PO Box 26110
Santa Fe, NM 87502

RE: Aerex Refinery Site

Dear Ms. Haning:

As per our telephone conversation regarding the Aerex Refinery Site within the City of Bloomfield, we are submitting the attached utilization plan for review and consideration by the Environmental Improvement Division.

Thank you for your assistance in directing this data to the appropriate offices.

Sincerely,

Albert L. Keller

Albert L. Keller
City Manager

ALK:jd

Bill -

Here is the Aerex Refinery plan. I called the City to let them know the plan has been received & forwarded to you. I also told them you are swamped & it may be a while before they hear from you.

Steph. will send you Draft FS. But told her to wait on sending final RI insets until FS is done (I don't know what the logic behind that is - oh well). That's all. Talk to you soon - Maura



SITE UTILIZATION PLAN
AEREX REFINERY SITE
CITY OF BLOOMFIELD
SAN JUAN COUNTY, NEW MEXICO

A. *Introduction:*

The New Mexico Environmental Improvement Division (EID) conducted a Site Screening Inspection (SSI) of Aerex Refinery, an abandoned refinery site in Bloomfield, New Mexico, in the summer and fall of 1990. This investigation was conducted to gather information needed to further evaluate the health and environmental threats posed by this site and to prepare a trial Hazardous Ranking System (HRS) package for the site. SSI work completed included sampling on-site soils, installing and sampling on-site monitor wells, conducting a neighborhood well survey, and gathering historical aerial photographs.

The report conclusions (Sec 4 page 8) indicate contamination of surficial and subsurface sediments due to past operational practices at the Aerex Refinery Site. The conclusions further indicate waste and soil contamination exist along the north and west sections of the site and that the extent of three-dimensional contamination is still largely unknown.

B. *Site Location:*

Aerex Refinery is located within the City of Bloomfield, San Juan County, in the northwestern corner of the state of New Mexico (Figures 1 and 2). Aerex Refinery is within the northwest 1/4 of Section 22 of Township 29 North, Range 11 West, and at latitude 36° 46' 03" and longitude 107° 59' 07". It is situated on the southeast corner of Fifth Street and Blanco Boulevard. The vacant tract is 680' in length along Fifth Street and 280' in width along Blanco Boulevard.

C. *Site History:*

The Aerex Refinery operation is believed to have started at this site in 1931 or 1932, and was active into the 1960's. Since that time it has been an eyesore within the City of Bloomfield, with sections of concrete and steel piping extending above the surface, weeds and of late, graffiti laden.

It now appears that there should be a means for developing this site into an attractive useful purpose for the benefit of the Citizens of Bloomfield.

D. *The City's Plan:*

The land owner, Clayton Investment Co. has committed to convey this tract to the City through some means should the City be able to convert the site to a useful public purpose. The City has been pursuing a site for a YAFL football field. This site appears suitable for this purpose and would make for an attractive area.

The YAFL football field (plans included) would be constructed after removal of old structures, utilizing approximately 330' of the north section for a parking area and the southern 350 feet for the football field, bleachers, etc.

The north section being the contaminated area would become a paved area which would keep future moisture from infiltrating into the soil. Of the south part only the football field itself would be grassed and maintained. This area of 120' x 300' could, if required have a foot (+ or -) of soil removed to a land farm and new soil placed for the growing of grass on the field.

E. *Conclusions:*

The City of Bloomfield is very interested in pursuing the utilization of the old Aerex Refinery site for the purpose of removing a long overdue eyesore and providing a much needed YAFL football field for the Youth of Bloomfield. They request the cooperation of the NM Environmental Improvement division for any consideration and assistance available to make this site utilization plan a reality.