

DEED

19th
THIS DEED, made this ~~11th~~ day of December, 1968 between
EDWARD J. MILLER, also known as E. J. MILLER, of the County of
Grand, State of Colorado, hereinafter referred to as "Grantor",
as First Party, and JOHN M. KING, of the County of Arapahoe,
State of Colorado, hereinafter referred to as "Grantee", as
Second Party,

WITNESSETH:

That the said Grantor, for and in consideration of the sum
of Ten Dollars (\$10.00) and other good and valuable considerations,
to the Grantor in hand paid by Grantee, the receipt whereof is
hereby confessed and acknowledged, has granted, bargained, sold
and conveyed, and by these presents does grant, bargain, sell,
convey and confirm, unto the said Grantee, his heirs and assigns
forever, all of the following described lots or parcels of land,
situate, lying and being in the County of Grand, State of Colorado,
to wit:

S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 26; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27;
SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 34; SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 35,
excepting two tracts conveyed by Warranty Deed
recorded in Book 73 at Page 588 and Book 80 at Page
559 of the Grand County Records, all in Township 3
North, Range 77 West, 6th P.M.;

STATE DOCUMENTARY FEE

Date 12-19-68

\$ 11.00

and

That portion of The Rose Bud Placer, described as
follows: E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, Township 2 North,
Range 77 West lying North and East of State Highway
No. 125; E $\frac{1}{2}$ SE $\frac{1}{4}$ and those portions of NW $\frac{1}{4}$ SE $\frac{1}{4}$ and
N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, lying North and East of
State Highway No. 125, Township 3 North, Range 77
West, 6th P.M.

That portion of The Dew Drop Placer, described as
follows: That part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, lying North
and East of State Highway No. 125, in Section 34,
Township 3 North, Range 77 West, 6th P.M.

EXCEPT that portion of The Rose Bud Placer and The
Dew Drop Placer described in Book 131 at Page 69,

containing 2.09 acres, more or less.
EXCEPT tract described in Book 142 at Page 41.
EXCEPT tract described in Book 142 at Page 218 and
EXCEPT tract described in Book 161 at Page 635.

(Containing 721.17 acres, more or less)

TOGETHER WITH all easements, rights of way, water, water rights and appropriations in and to, appurtenant to or in anywise attributable to the above described lands, including, but without limitation, 1 cu. ft. of water per second of time from the Adams Creek Ditch; and

SUBJECT TO, all prior oil, gas and mineral reservations of record, but EXCEPTING AND RESERVING unto the Grantor, his heirs, successors and assigns, an undivided one-half (1/2) of all of Grantor's right, title and interest in and to the oil, gas and other minerals and mineral rights in, on and under the above described lands, which interest so reserved shall for convenience hereinafter be referred to as the "Non-Executive Interest". The Non-Executive Interest is hereby defined as one-half (1/2) of all of the oil, gas and other minerals and mineral rights which are vested in Grantor as of the date of this Deed. Grantor, however, does hereby further grant, bargain, sell and convey unto Grantee, his heirs, successors and assigns, the sole and exclusive executive right and leasing privilege, including the right of possession for exploration and development, with respect to said Non-Executive Interest, and Grantee, his heirs, successors and assigns, shall have full rights and privileges to make and enter into any and all leases or contracts for the development of said lands, or any portion thereof, for oil, gas or other minerals, as Grantee shall deem advisable, provided, such leases or contracts shall reserve royalty on oil of not less than the usual 1/8th to be delivered free of cost in the pipeline and a royalty on natural gas of not less than 1/8th on the value thereof when sold or used off the premises, or not less than 1/8th of the net proceeds of such gas and of the net amount of gasoline manufactured from natural or casinghead gas; and in the event Grantee, his successors or assigns, shall himself operate and develop the oil, gas and minerals therein, Grantor shall own and be entitled to receive as a free royalty 1/8th of the Non-Executive Interest in the oil, gas and other hydrocarbons produced from said lands, or any portion thereof. The owners of the Non-Executive Interest, their heirs or assigns, shall not be required nor entitled to join in any future oil and gas lease or contract for development, and Grantee shall further have the right to pool or unitize the Non-Executive Interest with other lands, or the right to execute a lease with provisions authorizing lessee to pool or unitize the Non-Executive Interest with other lands, or the right to execute a lease with

provisions authorizing lessee to pool or unitize the Non-Executive Interest as to all or any part of the lands described above. The owners of the Non-Executive Interest shall not retain or acquire any right to participate in the making of future oil, gas and mineral leases on any portion of the above described lands not at this date under lease, nor to participate in the making of future leases should any existing or future leases for any reason be canceled or forfeited, nor to participate in any bonus or bonuses which Grantee herein shall receive for any future leases or contracts for development, nor to participate in any rentals to be paid for the privilege of deferring commencement of a well or wells under any lease now or hereafter existing. The Non-Executive Interest shall be entitled to receive under any existing or future lease its proportionate fractional part of any royalties reserved therein, including royalties payable for shut in gas wells. The exclusive leasing power vested in Grantee is coupled with an interest in the oil, gas and mineral estate and is and shall be a covenant running with the land. In the event that a producing gas well or wells shall be drilled on the conveyed premises the owners of the Non-Executive Interest shall be entitled to use gas for household and domestic purposes in that certain dwelling house presently owned by Grantor located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 hereafter at no cost or charge to the owners of the Non-Executive Interest. Such gas shall be delivered free of all charges or expenses to a suitable pipeline to be constructed by the owners of the Non-Executive Interest to the nearest convenient main, pipe or well.

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

This conveyance of the above described lands is further subject to the following additional covenants and agreements of the parties hereto:

- (1) Grantor and his present wife, Mary Miller, so long as either shall live, shall have the exclusive right to use and occupy the dwelling house and attached garage, and shall have joint use with Grantee of the barn and other outbuildings appurtenant thereto, located

in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34 for so long as Grantor or his wife shall desire to reside in said dwelling house, without payment of rent therefor, and free and clear of all utilities and other charges up to an amount of Forty Dollars (\$40.00) per month, all utilities and other expenses over and above said amount to be borne and paid for by Grantor or his wife, it being further understood that each month's utilities and other expenses shall be separate and there shall be no accumulation or crediting of amounts less than Forty Dollars (\$40.00) for application on subsequent months in excess of Forty Dollars (\$40.00). The right of Grantor and his wife to the exclusive use and occupancy of said dwelling house shall extend to one acre of ground around said house, except for the right of Grantee to share the use of the barn and outbuildings.

(2) Grantee agrees to keep, maintain and feed for the use and benefit of Grantor and his wife, as long as either shall live in the dwelling house described in the preceding paragraph (1) hereof or on that certain Twenty (20) acre tract of land owned by Grantor and not conveyed hereunder lying adjacent to the property herein described but West of State Highway No. 125, three (3) head of horses free of charge, but Grantee shall assume no liability or obligation for loss or death of any such horses so maintained.

(3) Grantor does hereby reserve a right of ingress and egress as may be reasonably necessary to travel on, over and across the above described lands between Grantor's dwelling house located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 to other lands owned by Grantor and not conveyed hereunder located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, Township 3 North, Range 77 West, so long as Grantor and his said wife have the right for use and occupancy of the dwelling house as provided in the preceding subparagraph (1) and the Grantor continues the ownership of the said tract in the said NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23. Grantee further agrees, in the event he should acquire any other lands lying between Grantor's dwelling house and the said tract in said Section 23 as aforesaid during such time as Grantor is occupying said dwelling house and the owner of said tract in Section 23, to provide Grantor with the same right of ingress and egress on, over and across such other lands. Nothing herein contained shall be construed to authorize or permit Grantor to construct or build roads across subject premises, it being understood that such right of ingress and egress shall be confined to existing roads or trails now being used for such purpose, and Grantor agrees not to cause any damage to Grantee's land, buildings, fences or other property by virtue of the rights herein provided for.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee, his heirs and assigns forever. And the said Grantor for himself, his heirs, executors and administrators, does covenant, grant,

bargain and agree to and with Grantee, his heirs and assigns, that at the time of the enscaling and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute 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 the manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except general taxes for 1968 payable in 1969 and except easements or restrictions of record or visible, and the above bargained premises in the quiet and peaceable possession of the said Grantee, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will WARRANT AND FOREVER DEFEND; except, and only except, insofar as the said water, water rights and appropriations above specifically referred to and described are concerned, Grantor covenants and warrants same to be free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever and of all claims and demands of all persons whomsoever, suffered, caused or created by, through or under Grantor, it being expressly understood and agreed that this limited or special warranty is limited in its application only with respect to the aforesaid water and water rights.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Edward J. Miller
EDWARD J. MILLER, also known as
E. J. Miller
E. J. MILLER

110370

STATE OF COLORADO)
COUNTY OF GRAND) ss.

The foregoing instrument was acknowledged before me this
19th day of December, 1968, by EDWARD J. MILLER, also known
as E. J. MILLER.

Witness my hand and official seal.

My commission expires SEPTEMBER 26, 1971



Jon K. Mulford
Notary Public