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Project 1982

Reception No. 439174 Recorded AUG. 1, 1962.

8:00 o'clock A. M. Donnell Lawrence, Recorder

DEED

BOOK 558 PAGE 385

YENTER GAS PLANT - JOINT VENTURE

STATE OF COLORADO |

| KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LOGAN |

THAT N. C. GINTHER, H. C. WARREN and W. L. GINTHER, of Houston, Harris County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY to ASSOCIATED OIL & GAS CO., a Delaware corporation, authorized to do business in the State of Colorado, its successors and assigns, subject to a certain July 1, 1958 Joint Venture Agreement and the terms and provisions of each of the hereinafter described instruments, the following described property, all situated in the County of Logan, State of Colorado, to-wit:

An Undivided Fifty-one Percent (51%) of:

1. A tract of land comprising 7.37 acres, more or less, in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 1, Township 11 North, Range 53 West of the 6th P. M., as same is more particularly described in a certain Deed dated March 9, 1956, from Hugh D. Williams and Lula O. Williams to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 478, Page 353, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Beginning at a point on the East line of said Northeast Quarter (NE/4) which is 355.7 feet South of the Northeast corner of said Section 1, thence South $89^{\circ} 46'$ West 33 feet to the true point of beginning; thence South $89^{\circ} 46'$ West 660 feet; thence South 520 feet; thence North $89^{\circ} 46'$ East 660 feet; thence North 520 feet to the true point of beginning.

2. A tract of land comprising 5 acres, more or less, in Lot 8 of Section 2, Township 8 North, Range 54 West, Logan County, Colorado, as same is more particularly described in a certain Deed dated March 9, 1954, from John Ziegler and Oscar Ziegler to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 439,

Page 50, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Commencing at a point on the Northwest corner of said Lot 8 in said above Section as a point of beginning; thence 300 feet East to a point; thence 726 feet South to a point; thence 300 feet West to a point; and thence 726 feet North to the point of beginning.

3. A 169' x 244' lot located in the Northeast Corner of that certain tract described in a conveyance from Frank S. Boyle and Mary F. Boyle to The British-American Oil Producing Company, dated April 11, 1955, recorded at Page 63, Book 458, Records of the Register of Deeds, Logan County, Colorado, said lot being described by metes and bounds as follows:

Beginning at point on the East line of Section 1, Township 11 North, Range 53 West of the 6th P. M., 630 feet North of the Southeast corner of said Section; thence South along the East line of said Section 244 feet; thence West parallel with the South line of said Section 169 feet; thence North parallel with the East line of said Section 244 feet; thence East parallel with the South line of said Section 169 feet to the place of beginning;

as said conveyance was corrected by a certain Correction Deed recorded in Book 505, Page 240 of the records of the Recorder of Logan County, Colorado, and being the same property conveyed by The British-American Oil Producing Company to N. C. Ginther, H. C. Warren and W. L. Ginther by Deed dated June 27, 1958, recorded in Book 504, Page 464, of the Records of Logan County, Colorado;

4. A tract of land being a portion of the Northeast Quarter (NE/4) of Section 33, Township 8 North, Range 53 West of the 6th P. M., Logan County, Colorado, described by metes and bounds as follows:

Beginning at a point on the North boundary line of Highway 14, 162 feet West and 50 feet South of the Northeast Corner of said Section 33; thence West a distance of 396 feet along the said North boundary line; thence South a distance of 330 feet; thence East a distance of 396 feet; thence North a distance of 330 feet to the point of beginning,

subject to all the terms and provisions of that certain Deed dated March 14, 1958, from Ranken T. Wood and/or Helen Wood to N. C. Ginther, H. C. Warren and W. L. Ginther recorded in Book 500, Page 255, together with all buildings and improvements thereon and all personal property, equipment and machinery therein or thereon contained;

to each of which instruments as above referred to reference is here made for all purposes;

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, all real estate, real property, leases, easements, rights of way and interests of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings and other facilities of every nature for gathering, transporting, transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, vehicular equipment, supply inventory, goods, accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the Yenter Gas Plant - Joint Venture, save and except as of the effective date of March 1, 1962, at 7:00 o'clock A. M., cash in the bank, uncollected sales, sums due from other joint ventures, accounts, notes and contracts receivable, accounts payable covering costs incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture or the operator thereof.

TO HAVE AND TO HOLD the aforesaid interest in and to the above described properties unto Associated Oil & Gas Co., a Delaware corporation, its successors and assigns forever. And the said N. C. Ginther, H. C. Warren and W. L. Ginther, for themselves, their heirs and assigns, do hereby covenant, grant, bargain and agree to and with the said Associated Oil & Gas Co., its successors and assigns, that they are lawfully seized of the premises above conveyed to the extent of the interest the subject of this instrument but subject to the terms and provisions of said Joint Venture and each of the above described instruments, that they have good right, power and lawful authority to execute this instrument, that the undivided Fifty-one Percent (51%) interest the subject hereof is free from encumbrances, and they do hereby, each severally, covenant

...to the extent of each of their respective interests
...against the lawful claims of all persons whomsoever.
...for the year 1962 shall be prorated between Grantor and Grantee
...of the date of this instrument.

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

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

N. C. Ginther
N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

-4-

THE STATE OF TEXAS |
COUNTY OF HARRIS |

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

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrujes
Notary Public

My Commission Expires:
JUN 1 '63

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

THE STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 5th day
of July, 1962, by H. C. WARREN and W. L. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrujes
Notary Public

My Commission Expires:
JUN 1 '63

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

RATIFICATION
YENTER GAS PLANT - JOINT VENTURE

WHEREAS, as created by a certain April 1, 1958, Joint Venture Agreement between Kansas-Nebraska Natural Gas Company, Inc., and N. C. Ginther, et al, the following named parties are the owners of that undivided interest as shown below in and to the Yenter Gas Plant - Joint Venture, which Joint Venture was created by the aforesaid instrument for the purpose of processing gas secured, in addition to other sources, pursuant to the terms and provisions of a certain April 1, 1958 Gas Processing Agreement between Kansas-Nebraska Natural Gas Company, Inc., and N. C. Ginther, et al, and which Joint Venture was operated pursuant to a certain Joint Operating Agreement of same date:

George F. Russell	.01275
Ben D. Sublett	.01275
Edna Lee Warren	.01275
J. W. Burns	.01020
N. B. Marye	.01920
Edmond Lee Ginther	.00510
Ellen Ginther - Yenter Plant Trust	.00510
Fergus Mahony Ginther	.00510
Jane Ginther - Yenter Plant Trust	.00510
Marilyn Sue Ginther - Yenter Plant Trust	.00510
N. C. Ginther, Jr.	.00510
R. E. Keen	.00510
Nolan B. Marye, Jr.	.00510
Robert L. Marye - Yenter Plant Trust	.00510
Virginia Leigh Marye - Yenter Plant Trust	.00510
The Servitium Corporation	.00510
Lorene Shipp	.00510
Marion Frances Marye Smith	.00510
David J. Wallace	.00510
Frank H. Walsh	.00510
Eugene Warren	.00510
Karl S. Warren	.00510
Mildred Fay Whitehead	.00510
Sidney A. Adger	.00255

to each of which instruments reference is here made for all purposes;

WHEREAS all of the owners of undivided interests in the Yenter Gas Plant - Joint Venture except Kansas-Nebraska Natural Gas Company, Inc., have agreed to sell and assign to Associated Oil & Gas Co. all of their undivided interest in and to said Joint Venture as created by the above referred to Joint

Venture Agreement, but subject to the aforesaid Joint Operating Agreement and including all of their interest in and to the aforesaid Gas Processing Agreement and all other properties, rights, and agreements, including, but not limited to, all real estate, real property, leases, easements, rights of way and interests of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings and other facilities of every nature for gathering, transporting, transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, vehicular equipment, supply inventory, goods, accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the Yenter Gas Plant - Joint Venture, save and except as of the effective date of March 1, 1962, at 7:00 o'clock A. M., cash in the bank, uncollected sales, sums due from other joint ventures, accounts, notes and contracts receivable, accounts payable covering costs incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture or the operator thereof, comprising, constituting or owned by said Joint Venture or any of the parties participating therein;

WHEREAS, pursuant to said Agreement and in accordance with the terms and provisions thereof, N. C. Ginther, H. C. Warren and W. L. Ginther have executed those certain instruments as more particularly itemized on Exhibit "A" attached hereto in favor of Associated Oil & Gas Co., a Delaware corporation, in consummation of the sale to said Associated Oil & Gas Co. of all of the right, title and interest in and to said Yenter Gas Plant - Joint Venture of N. C. Ginther, H. C. Warren and W. L. Ginther and those parties listed above, and the undersigned desire to ratify, confirm and adopt each and every one of those instruments so itemized on Exhibit "A" hereof to the same

extent as if each of said parties, jointly and severally, had joined in the execution of such instruments;

NOW, THEREFORE, for and in consideration of the premises aforesaid and the further sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, the said BEN D. SUBLETT, SIDNEY A. ADGER, DAVID J. WALLACE, J. W. BURNS, LORENE SHIPP, a feme sole, FERGUS MAHONY GINTHER, FRANK WALSH, R. E. KEEN, N. B. MARYE, EDNA LEE WARREN, EUGENE WARREN, KARL S. WARREN, N. C. GINTHER, JR., MARION FRANCES MARYE SMITH, wife of ELVIN MITCHELL SMITH, JR., MILDRED FAY WHITEHEAD, wife of MERRILL WHITEHEAD, JR., GEORGE F. RUSSELL, THE SERVITIUM CORPORATION, a Texas corporation, NOLAN B. MARYE, JR., EDMOND LEE GINTHER, AND N. C. GINTHER, H. C. WARREN AND W. L. GINTHER, as Trustee for ROBERT L. MARYE, VIRGINIA LEIGH MARYE, MARILYN SUE GINTHER, JANE GINTHER AND ELLEN GINTHER, have RATIFIED, CONFIRMED and ADOPTED and by these presents do hereby RATIFY, CONFIRM and ADOPT each and every one of those instruments as more particularly itemized in Exhibit "A" hereof to the same extent as if each of said parties had joined in the execution thereof and do hereby confirm any and all acts taken as a result of or pursuant thereto.

Further, each of the undersigned have made, constituted and appointed and by these presents do hereby make, constitute and appoint N. C. Ginther, H. C. Warren and W. L. Ginther, jointly, as each of their respective true and lawful Attorneys for and in each of their name, place and stead to execute and deliver any other instruments, including deeds, identical in terms to instruments executed by said Attorneys in their individual capacities as to their individual interest and which may, at any time or times hereafter, be requisite or necessary in order to further carry out, execute or evidence the aforesaid sale to Associated Oil & Gas Co., including the execution and performance of each and every instrument and act required of them by the

...with registration of the
...which are a part of
...being hereby given and granted
...and perform any and all acts as fully and to all
...as each of the undersigned might or could do if personal-
...each hereby ratifying and confirming all that our Attorneys shall
...in the premises by virtue hereof.

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

IN WITNESS WHEREOF, this instrument is executed this 22
day of June, 1962.

Ben D. Sublett
Ben D. Sublett

Sidney A. Adger
Sidney A. Adger

David J. Wallace
David J. Wallace

J. W. Burns
J. W. Burns

Lorene Shipp
Lorene Shipp

Fergus Mahony Ginther
Fergus Mahony Ginther

Frank Walsh
Frank Walsh

R. E. Keen
R. E. Keen

N. B. Marye
N. B. Marye

Edna Lee Warren
Edna Lee Warren

Eugene Warren
Eugene Warren

Karl S. Warren
Karl S. Warren

N. C. Ginther, Jr.
N. C. Ginther, Jr.

Marion Frances Marye Smith
Marion Frances Marye Smith

Elvin Mitchell Smith, Jr.
Elvin Mitchell Smith, Jr.

Mildred Fay Whitehead
Mildred Fay Whitehead

Merrill Whitehead, Jr.
Merrill Whitehead, Jr.

George F. Russell
George F. Russell

Nolan B. Marye, Jr.
Nolan B. Marye, Jr.

ATTEST:

Sam F. Landon
Secretary

THE SERVITIUM CORPORATION

By Ray A. Landon
Ray A. Landon, President

Edmond Lee Ginther
Edmond Lee Ginther

Robert L. Marye - Yenter Plant Trust
Virginia Leigh Marye - Yenter Plant Trust
Marilyn Sue Ginther - Yenter Plant Trust
Jane Ginther - Yenter Plant Trust
Ellen Ginther - Yenter Plant Trust

By N. C. Ginther Trustee

-5-

By H. C. Warren Trustee

By W. L. Ginther Trustee

-6-

STATE OF COLORADO

COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by BEN D. SUBLETT.

Witness my hand and notarial seal the date last aforesaid.

Silas M. Halliburton
Notary Public

My Commission Expires:
My Commission expires Aug. 7, 1963

STATE OF COLORADO

COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by FRANK WALSH.

Witness my hand and notarial seal the date last aforesaid.

Silas M. Halliburton
Notary Public

My Commission Expires:
My Commission expires Aug. 7, 1963

STATE OF COLORADO

COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by EDNA LEE WARREN.

Witness my hand and notarial seal the date last aforesaid.

Silas M. Halliburton
Notary Public

My Commission Expires:
My Commission expires Aug. 7, 1963

STATE OF NEBRASKA

Colorado

COUNTY OF CHEYENNE

By

The foregoing instrument was acknowledged before me this 2 day
of July, 1962, by EUGENE WARREN.

Witness my hand and notarial seal the date last aforesaid.

Silas M. Halliburton
Notary Public

My Commission Expires:
My Commission expires Aug. 7, 1963

STATE OF TEXAS |
COUNTY OF HARRIS |

BOOK 558 PAGE 395

The foregoing instrument was acknowledged before me on this 2nd day of July, 1962, by J. W. BURNS, N. B. MARYE, FERGUS MAHONY GINTHER, N. C. GINTHER, JR., EDMOND LEE GINTHER and NOLAN B. MARYE, JR.

Witness my hand and notarial seal the date last aforesaid.

Rita H. Keon
Notary Public

My Commission Expires:
June 1, 1963

STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me on this 30th day of June, 1962, by LORENE SHIPP and R. E. KEEN.

Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:
June 1, 1963

STATE OF TEXAS |
COUNTY OF HARRIS |

On this 29 day of June, 1962, before me personally appeared ELVIN MITCHELL SMITH, JR. and wife, MARION FRANCES MARYE SMITH, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 29 day of June, 1962.

Rita H. Keon
Notary Public

My Commission Expires:
June 1, 1963

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 29
June, 1962, by SIDNEY A. ADGER.

Witness my hand and notarial seal the date last aforesaid.

Rita H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 29
June, 1962, by DAVID J. WALLACE.

Witness my hand and notarial seal the date last aforesaid.

Rita H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 29
day of June, 1962, by GEORGE F. RUSSELL.

Witness my hand and notarial seal the date last aforesaid.

Rita H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 20
day of June, 1962, by RAY A. LEMMON, President of THE
SERVITIUM CORPORATION.

Witness my hand and notarial seal the date last aforesaid.

Rita H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

BOOK 558 PAGE 397

COUNTY OF HARRIS

On this 29 day of June, 1962, before me personally appeared MERRILL WHITEHEAD, JR. and wife, MILDRED FAY WHITEHEAD, 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, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.



Given under my hand and seal this 29 day of June, 1962.

Rita H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

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

Witness my hand and notarial seal the date last aforesaid.

Bertina H. Andrews
Notary Public

My Commission Expires:

JUN 1 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 22nd day of June, 1962, by H. C. WARREN and W. L. GINTHER, Trustees of the Yenter Plant Trust.

Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:

June 1, 1963