

1801 MAY 1962

Recorded JUL 30 1962 840 O'clock A.M.
 Reception No. 668620 FRANK H. CARLSON, Recorder



01727621

SURFACE LEASE

THE STATE OF COLORADO 0
 COUNTY OF ADAMS 0
 KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated June 1, 1959 between George Leasure and W. L. Ginther and H. C. Warren d/b/a Ginther Warren & Company, the said George Leasure did agree to permit the taking and use of water by Ginther Warren & Company for oil field water-flood purposes in consideration of the payment to him of Eight Three and 33/100 (\$83.33) Dollars per month, to which agreement reference is here made for all purposes;

WHEREAS there is now located in said oil field on the properties owned by the said George Leasure a certain gas processing plant known as the Leader Plant, which plant is owned by N. C. Ginther, H. C. Warren, W. L. Ginther and certain other parties who constitute and comprise the Yenter Gas Plant-Joint Venture and the owners of said gas processing plant do desire to enter into a surface lease of the particular properties upon which said plant is so now located, which properties are more particularly described as follows:

East One-half (E/2) of Southeast Quarter of Southeast Quarter (SE/SE) of Southwest Quarter (SW/4) of Section 8, Township 2 South, Range 59 West of the 6th P. M., Adams County, Colorado;

NOW THEREFORE, in consideration of the payments made under the aforementioned agreement between George Leasure and W. L. Ginther and H. C. Warren d/b/a Ginther Warren & Company, and the payments to be hereafter made thereunder, regardless of whether water is actually being taken and used for water-flood purposes, the said GEORGE LEASURE, as Lessor, does hereby LEASE and LET unto N. C. Ginther, H. C. Warren and W. L. Ginther, for and on behalf of themselves and all other parties constituting and comprising the Yenter Gas Plant-Joint Venture, the property above described for the purpose of using for a site and location for said Leader Plant the above described lands, and so long as payments for water in the amount of Eight Three and 33/100 (\$83.33) Dollars per month are made under the above referred to Water Agreement, this Surface Lease shall remain in full force and effect and to this extent this instrument is

subject thereto.

And for the same considerations, the Lessor hereof does here covenant and agree that at the end of the term of this Lease as provided herein, the Lessee hereof shall have thirty (30) days thereafter in which to remove from the lands the subject hereof all buildings, machinery, equipment, towers, pipe, fittings and all other personal property owned by Lessee of any sort or nature and then located upon said properties.

It is further agreed and understood that this instrument may be assigned in whole or in part by either party hereto.

WITNESS MY HAND, effective March 1, 1962, on this 18 day of June, 1962.

George Leasure
GEORGE LEASURE

THE STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 18 day of June, 1962 by GEORGE LEASURE.

Witness my hand and notarial seal the date last aforesaid.

My commission expires Sept 30, 1965

Barbara W. Arnold
Notary Public



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