

RETURN TO GRANTEE:
Koch Gathering Systems, Inc.
P.O. Box 2256
Wichita, KS 67201

271411

AFE-44413
Seeligson Trap Site

LEASE AGREEMENT

THIS LEASE, made as of this 2 nd day of August, 1990,
by and between the Undersigned,

hereinafter designated as Lessor(s), and KOCH Gathering Systems,
Inc., hereinafter designated as Lessee,

WITNESSETH: That,

WHEREAS, Lessor is the owner in fee simple in and to the
following described property situated in the County of Jim Wells,
State of Texas, to-wit:

A 20' X 20' Tract out of the "Los Jaboncillos"
Antonio Ramirez Grant, Abstract No. 378

and,

WHEREAS, Lessor is desirous of leasing to Lessee the surface
to the above-described tract of land upon the terms and conditions
hereinafter set forth,

NOW, THEREFORE, the said Lessor in consideration of the
covenants and agreements hereinafter set forth does by these
presents demise, lease and let unto the Lessee the above-
described tract of land together with the right of ingress and
egress thereto over lands of Lessor adjacent thereto to have and
to hold the same to the Lessee, its successors and assigns, for
a term Five Years beginning July 15, 1990 and ending July 14,
1995, for which Lessee has made an initial payment of \$ 200.00
with rentals of \$ 40.00 per year due on or before each suc-
ceeding anniversary of the commencement of this Lease Agreement
so long as the same shall be in effect. Any such rental payment
shall be deemed to have been made when placed in the U. S. Mail,
postage prepaid and addressed to Lessor at the address by Lessor's
signature below. In consideration of the covenants and agreements
herein recited, Lessee shall have the right upon the expiration
of the Five Year term provided for above, to renew this lease
annually from year to year so long as the premises are used for
the purposes described below, that is to say, for additional
consecutive terms of twelve months each, upon the same agreements,
conditions and options and for the same annual rental herein
stated; and Lessee shall be deemed to have elected to exercise

such option to renew this lease for such additional terms, unless at least thirty days prior to the expiration of the then existing term the Lessee shall give Lessor written notice of its intention to vacate the premises.

Lessee shall have the right of ingress and egress to and from the above-described land at all times in order that it may accomplish the purpose for which this lease is granted.

It is understood and agreed that Lessee, its successors or assigns, shall make such use of the land herein leased as is necessary for the carrying on of the business of installing, maintaining, inspecting, operating, replacing, changing or removing a scrapper trap, apparatus and equipment, and including, fences and structures to enclose the same, or any part thereof, and the Lessor shall not be entitled to any further claims of damages to the surface thereon by reason of the Lessee's making use of said land for such purposes.

It is further agreed that the Lessee shall have the right upon the termination of this lease to remove at its own expense all property of every kind and character placed upon the above described leased tract provided, however, that the Lessee at the termination thereof shall give peaceable possession of the premises to the Lessor.

The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to and be binding upon both parties, their heirs, successors, administrators, executors and assigns, provided however no transfer of the right to receive annual rental shall be binding upon the Lessee, nor shall Lessee be considered in default of any annual rental payment until it has been furnished a copy of the instrument effecting the transfer of such rights and has been furnished in writing the proper address of the owner thereof.

WITNESS OUR HANDS AND SEALS THE DAY FIRST ABOVE WRITTEN.

LESSORS:

Address: 6714 N. New Braunfels
San Antonio, Tx. 78209

Helena B. Wise
Helena B. Wise, Trustee

Trustee of the Eloise
Seeligson Smith Trust #3 and
of the Lark Elizabeth Johnston
(Formerly Smith) Trust #2 Under
the Last Will and Testament of
Harriet Frances Seeligson Wells,
Deceased.

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Lamar Seeligson Smith
Lamar Seeligson Smith, Individually
and as Trustee of the Eloise Seeligson
Smith Trust #3 and of the Lark
Elizabeth Johnston (formerly Lark
Trust #2 Under the Last Will and
Testament of Harriet Frances
Seeligson Wells, Deceased.

LESSEE:
P.O. Box 2256
Wichita, Kansas 78201

KOCH Gathering Systems, Inc.


BY Bill Caffey
as President

ATTEST
[Signature]
H. Allan Caldwell Secretary

State of Texas §
County of Bexar §

This instrument was acknowledged before me this 28th day of August,
1990, by Helena B. Wise, Trustee of the Eloise Seeligson Smith Trust #3
and of the Lark Elizabeth Johnston (formerly Smith) Trust #2 Under the
Last Will and Testament of Harriet Frances Seeligson Wells, deceased.

My commission expires:

 JOSEPH A. DOMINGUEZ
Notary Public, State of Texas
My Commission Expires 5-29-92

[Signature]
Notary Public
Joseph A. Dominguez

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State of CITY OF WASHINGTON
DISTRICT OF COLUMBIA

County of _____ §

This instrument was acknowledged before me this 2ND day of August, 1990, by Lamar Seeligson Smith, Individually and as Trustee of the Eloise Seeligson Smith Trust #3 and of the Lark Elizabeth Johnston (Formerly Smith) Trust #2 Under the Last Will and Testament of Harriet Frances Seeligson Wells, Deceased.

My commission expires:

George H. Chapin
Notary Public, Dist. of Columbia
Commission Expires June 30, 1995

George H. Chapin
Notary Public
George H. Chapin



State of Kansas §

County of Sedgwick §

This instrument was acknowledged before me this 11th day of December, 1990, by Bill Coffey as President _____ Kansas Corporation, on behalf of said KOCH Gathering Systems corporation.

My commission expires

12-17-93



Sherry Jackson
Notary Public
Sherry Jackson

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FILED FOR RECORD
AT 9:15 O'CLOCK A. M.

DEC 17 1990

ARNOLDO GONZALEZ
County Clerk, Jim Wells County, Texas
Office Alice, Texas

9:00 AM

Koch Plumbing
Systems, Inc
PO Box 2256
Victoria, Texas
361-2256

THE STATE OF TEXAS } I, ARNOLDO GONZALEZ, County Clerk, in and for said County, do hereby
COUNTY OF JIM WELLS } certify that the foregoing instrument with its certificate of authentication, was filed for record in my office, the
17th day of December, 19 90, at 9:15 o'clock A. M., and duly Recorded the
18th day of December, 19 90, at 9:00 o'clock A. M., in Deed Records of
said County in Vol. 517 on Pages 726-730.

WITNESS My Hand and Seal of Office in Alice, Texas, the day and year last above written.

By Sauls O'Neil (LS), Deputy

ARNOLDO GONZALEZ
Clerk, County Court, Jim Wells County, Texas

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