

5-24-82  
at 11:01

Entry No. <u>191698</u>	Book <u>M220</u>
RECORDED <u>2482</u>	Page <u>582-56</u>
REQUEST of <u>Celero Energy Co.</u>	
FEE <u>11.50</u>	
WANDA Y. SPRIGGS, SUMMIT CO. RECORDER	
INDEXED _____	ABSTRACT _____

RATIFICATION AND JOINDER AGREEMENT

January 1982

THIS AGREEMENT, made and entered into this 20 day of November, 1981, by and between Kenneth L. Unthank, Joyce L. Unthank Stephensen, Alice Louise Unthank Meldrum, F. Ilene Unthank Bruckman, R. Wayne Unthank, and Dorothy Unthank Young and MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation.

WITNESSETH:

WHEREAS, heretofore, on the 1st day of June, 1972, Florence Lillian Robinson Unthank executed and delivered to MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation, a certain Gas Storage and Oil and Gas Lease, covering the following described land, situated in the County of Summit, State of Utah, to-wit:

PARCEL 1

The Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Meridian, containing 40.00 acres.

EXCEPTING from Parcel 1 the following: Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence West 481.8 feet to a true point of beginning; thence West 676.5 feet; thence South 165.0 feet; thence North 76°16' East 695.2 feet to the true point of beginning. Containing 1.28 acres.

PARCEL 2

Beginning at a point on the section line which is West 6.25 chains from the Southeast corner of Section 9, Township 2 North, Range 5 East, of the Salt Lake Base and Meridian, and running thence North 20.0 chains; thence West 2.27 chains; thence South 24.7 chains; thence North 80°11' East 2.31 chains; thence North 4.5 chains; to the point of beginning and containing 5.77 acres, more or less.

PARCEL 3

Beginning at a point on the section line which is South 3.4 chains from the Northeast corner of Section 16, Township 2 North, Range 5 East of the Salt Lake Base and Meridian, and running South on the section line 15.6 chains; more or less to the Southeast corner of the Northeast quarter of the Northeast quarter of the above Section 16; thence West 7.3 chains; thence North 16.0 chains; thence North 80°11' East 2.40 chains; thence North 60°51' East 6.01 chains to the point of beginning and containing 11.48 acres, more or less; subject, however, to a right of way for a road across the North side of said property as the same now exists.

which lease is recorded in Book M-39 of the Records of said County on Pages 84-86, and,

WHEREAS, heretofore, on the 2nd day of June, 1975, Florence Lillian Robinson Unthank executed and delivered to MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation, a certain Agreement, covering the above described land, situated in the County of Summit, State of Utah, which Agreement has not been recorded in said County, and,

WHEREAS, Florence Lillian Robinson Unthank is now deceased, and the undersigned, successors in interest, desire that said Lease and said Agreement should be joined in and/or ratified and confirmed and that the manner in which delay rentals and storage fees are to be paid pursuant to the terms of said Lease and said Agreement should be specified;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each of the undersigned:

11.50

1. Regardless of the original execution of said Lease and said Agreement, each of the undersigned hereby joins in, ratifies and confirms said Lease and said Agreement and acknowledges that said Lease and said Agreement are valid and in full force and effect, covering the entire interest of each of the undersigned in the above described lands and that all rentals and storage fees previously payable thereunder have been properly and timely paid; and for such purposes each of the undersigned does hereby grant, lease and let unto MOUNTAIN FUEL SUPPLY COMPANY such party's entire interest in the above described lands upon the same terms, conditions and provisions as are contained in said Lease and said Agreement and in any amendments of said Lease and said Agreement which may heretofore have been executed and for such purposes all rights of dower and homestead in the above described lands are hereby released.

2. The undersigned does further, for the consideration paid and received aforesaid, expressly authorize and direct MOUNTAIN FUEL SUPPLY COMPANY to make all payments on account of delay rentals, or storage fees, which might become payable to the undersigned under the provisions of the said Gas Storage and Oil and Gas Lease, and under the provisions of said Agreement, to the undersigned, in the manner provided by the said Lease as recorded, and in the manner provided by the said Agreement.

3. Regardless of whether or not this instrument is executed by all parties named herein, this instrument shall be binding upon each of the undersigned parties, their heirs, personal representatives, successors and assigns.

EXECUTED as of the 20th day of ~~November, 1981.~~  
January, 1982

X R. Wayne Unthank  
R. Wayne Unthank

X Verlin J. Unthank  
Spouse

STATE UTAH )  
COUNTY Salt Lake ) ss.

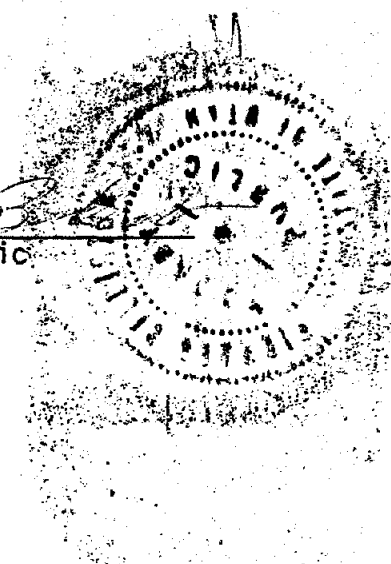
On this 20 day of November, 1981, personally appeared before me R. Wayne Unthank and Verlin J. Unthank the signers of the above instrument, who duly acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

6-16-83

Richard B. [Signature]  
Notary Public



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RATIFICATION AND RENTAL AND STORAGE FEE DIVISION ORDER

STATE OF UTAH

COUNTY-PARISH OF SUMMIT

WHEREAS, Florence Lillian Robinson Unthank

as lessor, executed and delivered to Mountain Fuel Supply Company

as lessee, a Gas Storage and oil, gas, and mineral lease dated June 1, 1972, which is recorded in Volume M-39, Page 84-86,

of the Summit Records of Summit County-Parish, Utah

covering land described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition.

WHEREAS, Said lease is now owned by Mountain Fuel Supply Company or storage fee

WHEREAS, The undersigned desire to adopt, ratify, and confirm said lease, and to set out their proportion of any rental fee payments which may be made hereafter under said lease:

NOW, THEREFORE, For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby adopt, ratify, and confirm said lease, and the undersigned hereby grant, lease, and let to Mountain Fuel Supply Company

Mountain Fuel Supply Company the land covered by said lease, subject to and in accordance with all of the terms and conditions set forth in said lease.

The undersigned further authorize Mountain Fuel Supply Company to pay or tender rentals under said lease in accordance with the provisions thereof in the amounts set out below and to the respective parties named below, or to the credit of any party named below either to a depository bank as named in said lease, or its successors, or to the respective depository set out below opposite such party's name, or its successors, and payments or tenders so made will fully comply with the requirements of said lease as to the respective interests of the undersigned, each of whom certifies as to the amount set opposite his name only, provided that if no amount is set forth opposite his name, then the payment of the amounts below set forth to the other parties, or their successors in interest, will so extend said lease:

CREDIT TO	INTEREST	AMOUNT	DEPOSITORY
Kenneth L. Unthank 1890 North 100 East Pleasant Grove, UT 84062	12.5% interest in Parcels 1 and 2 3.8195% interest in Parcel 3	\$6.99	Pay direct to Kenneth L. Unthank  10170057

The above division covers the payment of ~~delay~~ rentals/only and does not cover royalties.

This agreement shall be binding upon the respective heirs, executors, administrators, and assigns of each of the undersigned as to the interest in rentals set forth above. This instrument may be executed in counterparts and shall be binding on the undersigned regardless of whether all parties named in the above division of interests join in its execution.

WITNESS OUR SIGNATURES, As of the 30<sup>th</sup> day of November, 1987

X R. Wayne Unthank  
R. Wayne Unthank

X Florence L. Unthank  
Spouse

Social Security No. 528-46-8178

Social Security No. 528-50-2063

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_

STATE OF UTAH  
COUNTY OF Salt Lake ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT -- INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_

day of November 1987, personally appeared R. Wayne Leathank

and Verlied Leathank

and \_\_\_\_\_  
\_\_\_\_\_ to me known to be the identical persons \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that they \_\_\_\_\_ duly executed the same as their \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 6-16-87

*[Signature]*  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_ to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion 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 this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

(SEAL) \_\_\_\_\_ Notary Public.

My Commission expires \_\_\_\_\_

No. _____	FROM _____	TO _____	Dated _____ 19____	No. Acres _____	County _____	Term _____	This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____
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EXHIBIT "A"

Attached to that certain  
Ratification and Rental and Storage Fee Division Order  
Dated November 26th, 1981  
January 1982

INITIAL  
HERE



PARCEL 1

The Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Meridian, containing 40.00 acres.

EXCEPTING from Parcel 1 the following: Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence West 481.8 feet to a true point of beginning; thence West 676.5 feet; thence South 165.0 feet; thence North  $76^{\circ}16'$  East 695.2 feet to the true point of beginning. Containing 1.28 acres.

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