



STATE OF KANSAS
COUNTY OF STEVENS SS

This instrument was filed for record on the
day of March, A.D. 1982
at Highway 56 M. S. & 30th Westing in
Book 188 at page 578 &
579

John L. Brower
Register of Deeds

AFFIDAVIT OF TENANCY

I, JOHN L. BROWER, the undersigned, being first duly sworn under oath, deposes and states as follows:

1. John L. Brower and Donna Brower, are the lessees of the following described real estate, located in Stevens County, Kansas and Grant County,

Kansas:

Stevens County:

South Half (S/2) of Section Twenty-five (25), Township Thirty-one (31) South, Range Thirty-six (36) West of the 6th p.m.;

West Half (W/2) and Southeast Quarter (SE/4) of Section One (1), the East Half (E/2) of Section Eleven (11) and the West Half (W/2) of Section Twelve (12), all in Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th p.m.; and,

That part of the South Half (S/2) and the Northeast Quarter (NE/4) of Section Eighteen (18), Township Thirty-one (31) South, Range Thirty-five (35) West of the 6th p.m., which lays North of U.S. Highway 56

Grant County:

East Half of the Southwest Quarter (E/2 of SW/4) and the West Half of the Southeast Quarter (W/2 of SE/4) of Section Thirty-five (35), Township Thirty (30) South, Range Thirty-six (36) West of the 6th p.m.

1515168
579

518

Page 2

2. This affidavit is given for the purpose of providing notification that John L. Brower and Donna Brower have an leasehold interest in said property arising by reason of an agreement dated November 16, 1999, between Jimmy J. Moss and Jackie Moss, as Lessors and John L. Brower and Donna Brower, Lessees.

John L. Brower
John L. Brower

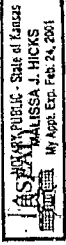
Donna Brower
Donna Brower

STATE OF KANSAS, COUNTY OF STEVENS, ss:

BE IT REMEMBERED, that on this 16th day of November, 1999, before me, a Notary Public in and for said County and State, personally appeared John L. Brower and Donna Brower, to me personally known to be the person who executed the foregoing instrument and such person duly acknowledged the execution of the same.

Page 3

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal on the day and year last above written.



Melissa J. Hicks
Notary Public

F:\MJ\ISSAMIS\OFFTEN\BRO

215

E. C. Dudley Cough
to
The Argus Pipe Line Co

County of Woods

This instrument was filed for record on the
15 day of April A.D., 1923
at 2 o'clock P.M., and duly recorded
in Book 2262, at page 253
Rec. # 1179

Wm. P. Cook
Register of Deeds
Wm. C. Smith, Esq.
Deputy

PIPE LINE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
E. C. Dudley Cough and his wife,
hereinafter styled grantor, for and in consideration of the sum of One Dollar (\$1.00) and other lawful con-
sideration, receipt of which is hereby acknowledged, do hereby grant and convey unto The Argus Pipe Line
Company, a corporation, its successors and assigns, the right-of-way to lay, maintain, operate, relay and
remove a pipe line, for the purpose of transportation of natural gas, with the right of ingress and egress
thereto and thereon, on over and through the following described land, situated in the County of
Atchison, in the State of Kansas, to-wit:

A strip of land one rod (16 1/2 ft.) in width, the center of which is described as follows:

NW 1/4 Beginning at a point 112.5' E. of the SW corner of the NW 1/4
Sec. 12, T. 22, R. 26, thence N. 44° 30' E. 199.4' to a point 12.62'
South of the NE corner of above described quarter section

All of said land being in *North West quarter* of section _____ of
section 12, township S. 2, south of range R. 26

It is hereby mutually agreed between the parties hereto as follows:

1. That said grantor is to have the full use of said premises, except the easement for the purposes herein before granted to said grantee.
2. That said grantee hereby covenants to bury its line of pipe a sufficient depth so that the same will not interfere with the cultivation of said premises.
3. That the grantee shall have the right at any time to change the size of its line of pipe.
4. That the grantee shall pay all damages to fences, crops, and premises which may be suffered by reason of laying and maintenance, operation or alteration of said line of pipe. If not mutually agreed upon said damages are to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the owner of the premises, one by the grantee and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any verbal agreement, representation or promise in regard to the subject matter hereof which is not expressed herein, and if any such be made that they will not be binding upon the grantee.

Grantee agrees that during the time gas is transported through said line it will tap its line and furnish at its line gas for domestic use to such dwellings as may be hereafter constructed on real property above described, in the event the occupants thereof desire to purchase same at the then prevailing market price in the nearest town.

This contract shall be binding upon and run to and in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

In witness whereof said parties of the first part have hereunto set their hands this 23 day of May, 1923,
E. C. Dudley

State of Kansas *Atchison* County, ss.

Before me, a Notary Public in and for said County and State, on this 23 day of May 1923, personally appeared *E. C. Dudley Cough* to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged the execution of the same.

My commission expires Oct 7 1924 *E. C. Dudley*
Notary Public.

Deal

KNOW ALL MEN BY THESE PRESENTS:

That Charles M. Dudley and Erika F. Dudley, his wife

of the County of Riley and State of Kansas, for and in consideration of the sum of One Dollar (\$1.00) per lined rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Stagers and State of Kansas, to-wit:

West Half (W $\frac{1}{2}$) of Section 1, and Northwest Quarter (NW $\frac{1}{4}$) of Section 12, all in Township 32, Range 36,

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as said pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 26th day of March 1951, Charles M. Dudley, Erika F. Dudley

D. D. Langensfeld
Right of Way Agent

STATE OF KANSAS, Riley County, ss.
BE IT REMEMBERED, That on this, the 26th day of March, A. D., 1951, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles M. Dudley and Erika F. Dudley, his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year above written.
My Commission Expires Sept. 3, 1951 (Seal) A. E. Van Trebra, Notary Public.

STATE OF KANSAS, _____ County, ss.
BE IT REMEMBERED, That on this, the _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____

who _____ personally known to me to be the same person who executed the within instrument of writing, and such person _____ duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year above written.
My Commission Expires _____ Notary Public.

28/58

K-1038
C078215-60

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Five and No/100 DOLLARS
(\$ 10.00) to Me paid, the receipt of which is hereby acknowledged, We

Jimmy J. Mose and Jackie M. Moss, husband and wife
do hereby grant and convey to MOBIL OIL CORPORATION, a New York corporation authorized to transact business in the State of Kansas, its successors and assigns, the right of way, easement and privilege to lay, maintain, alter, repair, inspect, operate and remove pipe lines and replace existing lines with other lines for the transportation of oil and gas and products or by-products thereof, water or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, maintain and operate in connection therewith ~~telegraph lines, telephone lines, graphite and steel anodes and other devices for the control of~~ pipe line corrosion, over and through certain lands situated in Stevens County, Kansas, described as follows, to-wit:

NW/4 Section 12 Township 32-S Range 36-W
Section Township Range

STATE OF KANSAS SS.
COUNTY OF STEVENS
This instrument was filed for record on the
12th day of October, A.D. 1955
at 11 o'clock A.M. and duly recorded in
Book 12 at page 512. Fee \$ 1.00
Sharon A. Spivey Deputy
Register of Deeds



with ingress and egress to and from the same.

The said grantor shall have the right fully to use and enjoy the said premises except for the purposes hereinbefore granted to MOBIL OIL CORPORATION, and except that no building or buildings shall be erected on or over the said pipe lines by grantor or the heirs or assigns of grantor. MOBIL OIL CORPORATION agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, heirs or assigns, one by MOBIL OIL CORPORATION or its assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

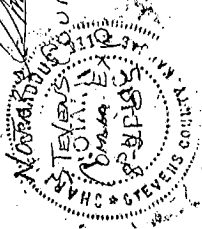
~~Should more than one pipe line be laid under this grant at any time, fifty cents (50¢) per foot shall be paid for each additional line so laid besides the damages above provided for.~~

Pipe lines shall be buried to a sufficient depth so as not to interfere with cultivation of the soil.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable in whole or in part.

It is hereby understood that the party securing this grant in behalf of the grantee is without authority to make any covenant of agreement not herein expressed.

WITNESS our hands this 27 day of August, 1955.



[Signature]
Charles Bruckardus
County Clerk
4/24/87
Jimmy J. Moss
Jackie M. Moss

8/24/55

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

County of

BE IT REMEMBERED, that on this day of A. D. 19, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared President of

a corporation, personally known to me to be the President of said corporation and the same person who executed the foregoing written instrument, and he duly acknowledged to me the execution of the same for and on behalf of and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires

Notary Public

Residing at

No.

RIGHT OF WAY

Jimmy J. Moss, et ux

TO

Mobil Oil Corporation

Line AFE-0393 Hickok Lateral "B"
Rods. SW-Gathering System

RETURN TO:
MOBIL PIPE LINE CO.
RIGHT-OF-WAY DEPT.
P. O. BOX 900 - Room 1209-B
DALLAS, TEXAS 75221

ACKNOWLEDGMENTS

STATE OF KANSAS

County of Stevens

BE IT REMEMBERED, that on this day of January, A. D. 19 85, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jimmy J. Moss and Jackie M. Moss, husband and wife to me personally known and known to me to be the same person who executed the foregoing written instrument and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires

Notary Public

Residing at

State of

County of

BE IT REMEMBERED, that on this day of A. D. 19, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared to me personally known and known to me to be the same person who executed the foregoing written instrument and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires

Notary Public

Residing at


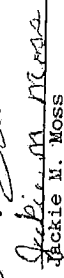
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of one dollar and other valuable consideration in hand paid JIMMY J. MOSS and JACKIE M. MOSS, his wife, hereby grants and conveys unto Clifford W. Leonard, Deryl Lynn Leonard, Jerry Dwayne Leonard, Alice Ruth Brittle, Gary Lee Leonard and Sharon Lorraine Malcolm, their heirs and assigns a right of way to lay, construct, maintain, operate, repair, replace and remove a gas line for irrigation gas line purposes from the present existing gas well located on the Northwest Quarter (NW/4) of Section Twelve (12), Township Thirty-two (32) South, Range Thirty-six (36) West of the 6th P.M., Stevens County, Kansas, to the Southwest Quarter (SW/4) of said Section Twelve (12), with the right of ingress and egress for the purpose of constructing, repairing, replacing and removing said line.

Grantors reserve the right to use the surface of said land subject only to the right of the grantees to lay, repair, replace and remove said gas line, and grantees shall pay all actual crop damages which may occur as a result of the use of said right of way.

THIS AGREEMENT shall be binding upon the parties hereto their respective heirs, devisees and assigns.

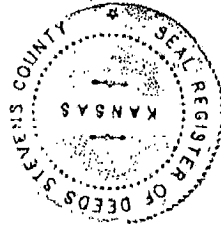
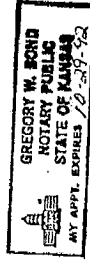
Dated this 24th day of July, 1990.


Jimmy J. Moss

Jackie M. Moss

Subscribed and sworn to before me this 24th day of July, 1990.


Gregory W. Bond
Notary Public

My appointment expires: 10-29-92



STATE OF KANSAS
COUNTY OF STEVENS SS.

This instrument was filed for record on the
24 day of July A.D. 19 90
at 3:00 o'clock P.M. and duly recorded in
Book 137 at page 325 fee \$ 46.00
Clydia A. McWhorter, Deputy
Register of Deeds

W. H. Gilford et al.
vs
The Argus Pipe Line Co.

STATE OF KANSAS, } ss.
County of _____
This instrument was filed for record on the
_____ day of _____ A.D., 1929
at _____ o'clock _____ M., and duly recorded
in Book _____ at page _____.

PIPE LINE RIGHT OF WAY

Register of Deeds
Deputy
Miss G. M. Edwards

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
W. H. Gilford and Carol B. Gilford his wife,
hereinafter styled grantor, for and in consideration of the sum of One Dollar (\$1.00) and other lawful con-
sideration, receipt of which is hereby acknowledged, do hereby grant and convey unto The Argus Pipe Line
Company, a corporation, its successors and assigns, the right-of-way to lay, maintain, operate, relay and
remove a pipe line, for the purpose of transportation of natural gas, with the right of ingress and egress
thereto and thereon, on, over and through the following described land, situated in the County of _____
State of _____, in the State of Kansas, to-wit:

A strip of land one rod (16 1/2 ft.) in width, the center of which is described as follows:

SW 1/4 Beginning at a point 1590' N of the SW corner of the SW 1/4 Sec.
12, T. 22, R. 26, Range 14 E, 30 E, 15 1/2' to a point 1125' E of the
NW corner of the above described quarter and section.

All of said land being in _____ township _____ south of range _____ of
section _____

It is hereby mutually agreed between the parties hereto as follows:

1. That said grantor is to have the full use of said premises, except the easement for the purposes herein-before granted to said grantee.
2. That said grantee hereby covenants to bury its line of pipe a sufficient depth so that the same will not interfere with the cultivation of said premises.
3. That the grantee shall have the right at any time to change the size of its line of pipe.
4. That the grantee shall pay all damages to fences, crops, and premises which may be suffered by reason of laying and maintenance, operation or alteration of said line of pipe. If no mutually agreed upon said damages are to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the owner of the premises, one by the grantee and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any verbal agreement, representation or promise in regard to the subject matter hereof which is not expressed herein, and if any such be made that they will not be binding upon the grantee.

Grantee agrees that during the time gas is transported through said line it will tap its line and furnish at its line gas for domestic use to such dwellings as may be hereafter constructed on real property above described in the event the occupants thereof desire to purchase same at the then prevailing market price in the nearest town.

This contract shall be binding upon and run to and in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

In witness whereof said parties of the first part have hereunto set their hands this _____ day of _____, 1929.
W. H. Gilford
Carol B. Gilford

State of Kansas, _____ County, ss.

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 1929, personally appeared _____ and _____, the wife of _____, who executed the within and foregoing instrument, and duly acknowledged the execution of the same.

My commission expires _____ 1929.
C. W. [Signature]
Notary Public.

Seal

PIPELINE RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That Harry Leonard a married man owning separate property 510 W. 11th, Hugoton, Kansas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby warrant and convey unto NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc., a Delaware Corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, its successors and assigns, hereinafter referred to as Grantee, the right to lay, construct, maintain, alter, inspect, repair, replace, change the size of, operate and remove a pipeline not the exceed four inches (4") in diameter, and any appurtenances listed herein incident to the operation or protection thereof, for the transportation of oil, gas, petroleum or any of its products, on, over and through the following described real estate situated in STEVENS County, KANSAS, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of Section 12, Township 32 South, Range 36 West

APPURTENANCES: No above ground appurtenances except pipeline markers.

TO HAVE AND TO HOLD THE SAME unto NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress and egress to and from said premises, for the purposes aforesaid.

The parties further agree as follows:

1. Said pipeline shall be located as shown by the attached sketch which is made a part hereof as though fully set forth herein.
2. The easement herein granted shall be limited to fifty feet (50') for construction, replacement and removal purposes, and to fifty feet (50') in width for the permanent easement.
3. The pipeline shall be buried to a depth of not less than 48 inches below the surface, except in rock, where a minimum cover of twenty-four inches will be provided.
4. If the easement is abandoned, the pipeline shall be removed at the expense of Grantee within six months from the abandonment, and a release of the easement shall be filed of record by the Grantee. If not removed within such period, such line will be considered abandoned in place and become the property of Grantor.
5. Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted. No consent from the Grantee is necessary for Grantor to fence, place temporary structures or to excavate for irrigation, in the proper enjoyment of the land for agricultural purposes.



STATE OF KANSAS SS.
COUNTY OF STEVENS

This instrument was filed for record on the
9th day of November, A.D. 19 33
at 10 o'clock A.M., and duly recorded in
Book 100 at page 74 For 2.00

Wm A. Soule Register of Deeds

6. Any pipeline ditch across irrigated land shall be water packed when backfilled, and the right-of-way leveled so as to allow irrigation water to cross the pipeline ditch in a normal manner. The water packing, backfilling and leveling shall be performed in a workmanlike manner by Grantee and to the satisfaction of Grantor.
7. Water used for water packing the pipeline and expenses incurred in connection therewith shall be paid by Grantee.
8. Grantee agrees to pay for damages to land, crops, grasses, fences, timber, livestock and for damages to other personal property caused in the construction, maintenance, replacement, repair or removal of the pipeline. If the amount of damages cannot be agreed upon between the parties, such damages shall be determined by a panel of three persons, one appointed by Grantor, one appointed by Grantee, and the third by the two so appointed. The determination of the amount of damages by a majority of the arbitrators shall be final and conclusive.
9. As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantor shall be entitled to natural gas service through a single tap (small rural delivery point and measuring station) mounted on the pipeline constructed hereunder, subject to the following terms and conditions:
 - a) Grantor shall direct his request for service to the gas utility entity rendering (or willing to render to Grantor) gas service in the county or counties within which this easement lies.
 - b) Such request shall be in writing and utilize Grantee's form which may affect gas quality and pressure limitations, as completed and submitted by the said utility.
 - c) The utility shall then submit to Grantee an application for such service to Grantor. Grantee will review the request in the light of then existing applicable governmental regulations and Grantee's then existing tariff, and if it meets or complies with the standards and conditions of such regulations and tariff, submit the request along with others submitted by utilities served by Grantee, to the federal governmental agency having jurisdiction. Grantee may hold such application until the number of similar applications which Grantee regards as sufficient to justify the necessary administrative processing have been received.
 - d) Grantee's service rendered through the tap, although for the specific benefit of Grantor, shall be wholesale service to the utility sponsoring Grantor's request.
 - e) Upon receipt of regulatory approval, in form and content acceptable to Grantee, Grantee will, at its expense, install the tap upon its pipeline. Grantee reserves the right to select the location for the tap on Grantor's property, although it will give consideration to Grantor's requested location. No costs associated with the tap and the services furnished through it, other than for the tap installation itself, will be paid by Grantee.
 - f) All gas provided hereunder shall be for Grantor's personal domestic and agricultural (including irrigation) uses only and may not be resold by Grantor and may only be used on the above-described premises.
 - g) Grantee reserves the right, without further obligation, to abandon or interrupt its use of the pipeline on which the tap is mounted, or to transport through the pipeline substances which are not suitable for Grantor's use.

- 10. The rights herein granted may be assigned in whole or in part.
- 11. Grantee shall be obligated, at Grantee's expense, to reseed and establish native grass cover, if any, on the right-of-way and the adjoining land used in the pipeline construction.
- 12. Grantee shall take all reasonable precautions to prevent and suppress fires, to prevent pollution of soil and water resources, and to control excessive soil erosion.
- 13. Grantee agrees to indemnify Grantor against all damages, expenses, costs and charges, and to save Grantor harmless from any and all claims for damages by third parties, and all loss and liability incurred by reason of Grantee's use and enjoyment of such right-of-way.
- 14. Grantee agrees to assume the responsibility for and the expense of lowering said pipeline when requested by Grantor when reasonably necessary for the use of Grantor in his agricultural operations, including but not specifically limited to the use of said land for irrigation purposes.

The terms and conditions and provision of this grant shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assign.

WITNESS OUR HANDS, this 8th day of February, 1983

X Harry Leonard
 Harry Leonard

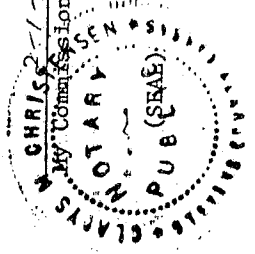
STATE OF Kansas
 COUNTY OF Stanton

On this 8 day of February, A.D., 19 83, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared

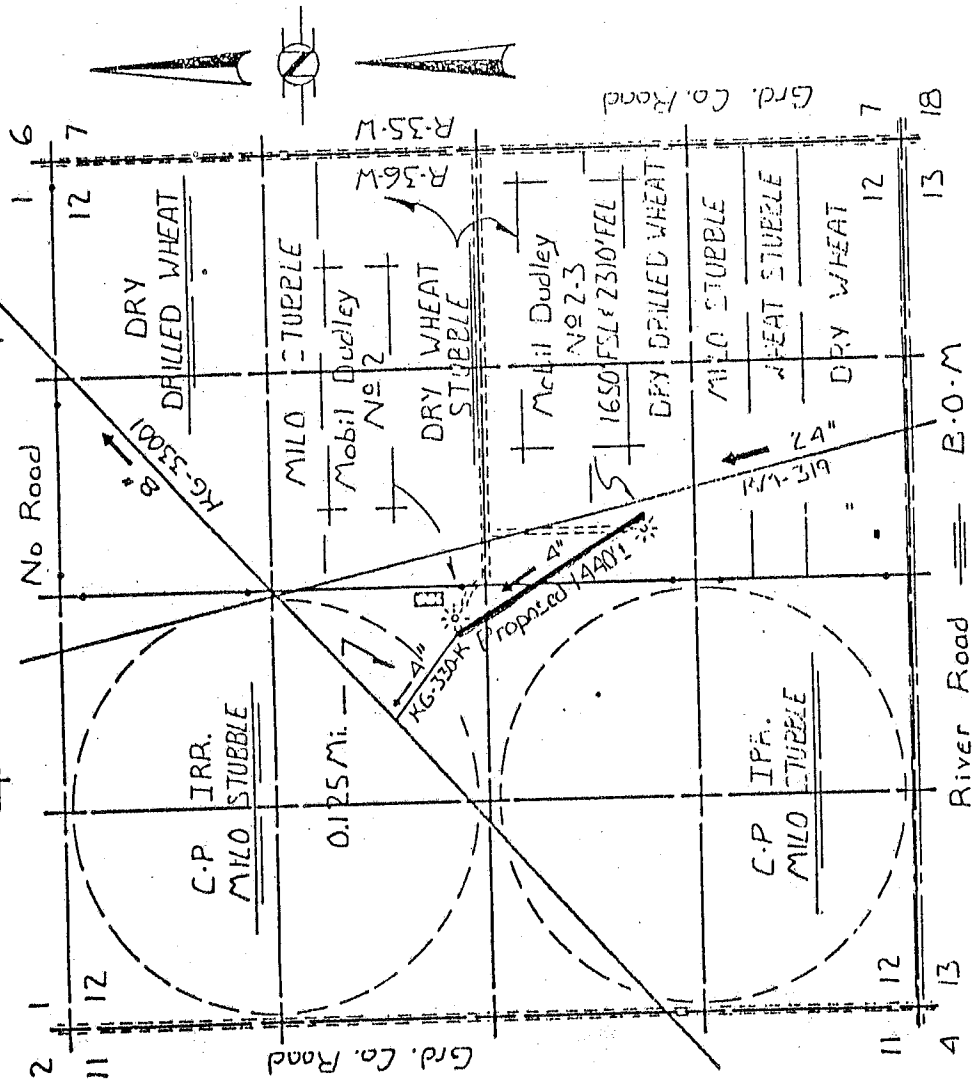
Harry Leonard
 whose address is 510 W 11th, Hugo, Mo, 62851
 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said as he free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.

Gladys M. Christensen
 Gladys M. Christensen
 Address



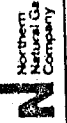
PROJECT NO 126



Scale 1"=1000' Drawn Bob

Construction & Right/Way Dept. Liberal Region	
MOBIL OIL DUDLEY NO 2-3 4" LINE AND 3" MEAS. STA. W 12 & SE 1/4 SEC. 12, T 32S-R 36W STEVENS COUNTY, KANSAS	
P.O. 41	W.O. 4009 19 83 Construction
P.L. or Sta Number KG-33001-KI Sta. --	

79-15-056



Drawing No.
7

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Ten and 00/100 DOLLARS
(\$ 10.00) to me paid, the receipt of which is hereby acknowledged, 2

Henry Leonard

do hereby grant and convey to MOBIL OIL CORPORATION, a New York corporation authorized to transact business in the State of Kansas, its successors and assigns, the right of way, easement and privilege to lay, maintain, alter, repair, inspect, operate and remove pipe lines and replace existing lines with other lines for the transportation of oil and gas and products or by-products thereof, water or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, maintain and operate in connection therewith ~~telephone lines, telephone lines, telegraph lines, telegraph lines, and~~ graphite and steel anodes and other devices for the control of pipe line corrosion, over and through certain lands situated in Starnes County, Kansas, described as follows, to-wit:

50/4 Section 12 Township 32-5 Range 36W
Section Township Range

with ingress and egress to and from the same.

The said grantor shall have the right fully to use and enjoy the said premises except for the purposes hereinbefore granted to MOBIL OIL CORPORATION, and except that no building or buildings shall be erected on or over the said pipe lines by grantor or the heirs or assigns of grantor. MOBIL OIL CORPORATION agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, or his heirs or assigns, one by MOBIL OIL CORPORATION or its assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

R.S. ~~Should more than one pipe line be laid under this grant at any time, fifty cents (50¢) per rod shall~~
H.L. ~~be paid for each additional line so laid besides the damage above provided for.~~

Pipe lines shall be buried to a sufficient depth so as not to interfere with cultivation of the soil.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable in whole or in part.

It is hereby understood that the party securing this grant in behalf of the grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS my hand this 24th day of July, 1955.

STATE OF KANSAS
COUNTY OF STEVENS SS.

This instrument was filed for record on this

7 day of July, A.D. 1955

at 1117 block 4 st. and duly recorded in

Book 111 page 111 Fee \$

[Signature]

Register of Deeds

Henry Leonard



111/11/19

160

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

County of _____

BE IT REMEMBERED, that on this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared _____, President of _____

a corporation, personally known to me to be the person who executed the foregoing written instrument, and he duly acknowledged to me the execution of the same for and on behalf of and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires _____

Residing at _____ Notary Public.

No. K-1012

RIGHT OF WAY

TO

Mobil Oil Corporation

Line S.W. 1/4 SYSTEM '01

Rods 160

RETURN TO:
MOBIL PIPE LINE CO.
RIGHT-OF-WAY DEPT.
P. O. BOX 900 - Room 1209-B
DALLAS, TEXAS 75221

ACKNOWLEDGMENTS

STATE OF KANSAS

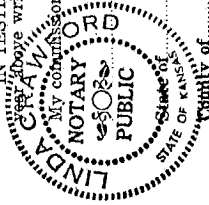
County of Stevens

BE IT REMEMBERED, that on this 24th day of July, A. D. 1985, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harry Leonard

to me personally known and known to me to be the same person who executed the foregoing written instrument and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires June 20, 1987



Linda Crawford
Linda Crawford Notary Public
Residing at Wagon, Kansas

BE IT REMEMBERED, that on this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____

to me personally known and known to me to be the same person who executed the foregoing written instrument and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires _____

Residing at _____ Notary Public.

RIGHT-OF-WAY AGREEMENT

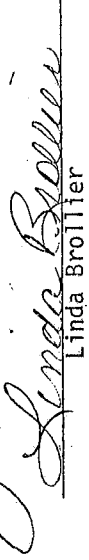
For and in consideration of one dollar and other valuable consideration in hand paid, JAMES C. BROLLIER and LINDA BROLLIER, his wife, do hereby grant, convey and warrant unto JIMMY J. MOSS, his heirs and assigns, a right-of-way to lay, construct, maintain, operate, repair, replace, and remove a twelve-inch water line for the purpose of transporting water for irrigation purposes through the following described real estate situate in Stevens County, Kansas, to-wit:

The Southeast Quarter of Section 1, Township 32 South, Range 36 West of the 6th P.M.,

with the right of ingress and egress, for the purpose of constructing, repairing, replacing, and removing said line. Said line shall be laid at a depth which will not interfere with the farming operations of grantors or the tenants of said land. Grantors reserve the right to use the surface of said land, subject only to the right of grantee to lay, repair, replace and remove said water line. Grantee shall pay all actual damages which may occur as the result of laying, repairing, replacing, and removing said line.

Dated this 22nd day of February, 1978.


James C. Brollier


Linda Brollier

STATE OF KANSAS, STEVENS COUNTY, ss.

BE IT REMEMBERED, that on this 28 day of February, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James C. Brollier and Linda Brollier, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

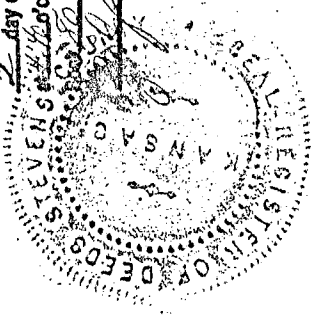
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.




Notary Public

STATE OF KANSAS SS.
COUNTY OF STEVENS

This instrument was filed for record on the 7 day of March, A.D. 19 78
at 11:45 o'clock P.M. and duly recorded in
Book 30 at page 155



Register of Deeds

80-1413

413

Pipeline Easement

Line Number _____
Tract Number _____

Know All Men By These Presents:

That James C. Brollier and Linda S. Brollier husband and wife
Moscow, Kansas

hereinafter referred to as Grantor, (whether one or more),

for and in consideration of the sum of 10.00 Ten Dollars, of which is hereby acknowledged, does hereby grant, convey and warrant unto Northern Natural Gas Company, Division of InterNorth, Inc., a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, ~~and appurtenances~~ and appurtenances thereto, on, over, under, across and through a strip of land 50' feet (50') in

width across the following described land situated in the County of STEVENS
and State of KANSAS, to wit:

Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 32 South, Range 36 West

STATE OF KANSAS
COUNTY OF STEVENS, SS.

This instrument was filed for record on the
9th day of February, A.D. 1980

at 10 o'clock A.M., and duly recorded in
Book 100 at page 20 Fee 1.00

Wm. A. Sowell Clerk
Register of Deeds

To Have and to Hold unto said Northern Natural Gas Company, Division of InterNorth, Inc., its successors and assigns, together with the right of ingress to and egress from said land across the adjacent property of the Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than 20 feet (0') in width on each side of the easement strip referred to above for working space only.
3. That during construction the Grantee will bury all line pipe to provide a minimum cover of 48 inches except in rock where a minimum cover of 24 inches will be provided.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.
6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

KG 33001-7-2
W.O. 41-4007



100/80

7. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being twenty-five feet on the right side and twenty-five feet on the left side of the centerline thereof.

8. ~~IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MOBILE, ALABAMA, THIS _____ DAY OF _____, 19____.~~

9. That the rights of the Grantee may be assigned in whole or in part.

10. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 9 day of February, 1983.

x James C. Brollier
James C. Brollier

Linda S. Brollier
Linda S. Brollier

State of KANSAS
County of STEVENS:

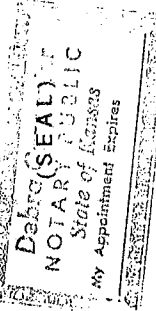
On this 9th day of February, A.D., 1983, before me a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared James C. Brollier and Linda S. Brollier whose address is Moscow, Kansas

to me known to be the same persons named in and who executed the within and foregoing instrument, and acknowledged to me that they signed, executed and delivered said instrument as their free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.

July 15, 1985
My Commission Expires

Debra Carpenter
Notary Public
Debra Carpenter



State of Kansas
County of Stevens:

On this _____ day of _____, A.D., 19____, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared _____

whose address is _____ to me known to be the same person _____ named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrument as _____ free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.

My Commission Expires

Notary Public

(SEAL)

This instrument drafted by:
Northern Natural Gas Company, Division of InterNorth, Inc.
2223 Dodge Street
Omaha, Nebraska 68102

Right-of-Way Agent
R. I. Kays



STATE OF KANSAS SS
COUNTY OF STEVENS

PIPELINE EASEMENT

This instrument was filed for record on the
Day of April, A.D. 1999
at St. Louis, Mo., and duly recorded in
Book 1009 of page 1009
[Signature]
Register of Deeds

State of Kansas
County of Stevens

I, That we, Jimmy J. Moss, Sr. and Jackie M. Moss, husband and wife, hereinafter called "Grantor", whose mailing address is 1003 South Adams, Hugoton, Kansas 67951, for and in consideration of the sum of ten dollars & other consideration (\$10.00) to us cash in hand paid by the **Mobil Oil Corporation**, hereinafter called "Grantee", whose mailing address is P. O. Box 2173, Liberal, Kansas 67905-2173, the receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain, sell and convey unto the said Grantee, its successors and assigns, an easement and right-of-way for a single produced water line across the following described real estate situated in Stevens County, Kansas, with the right to construct, operate, patrol, maintain and repair a 2" polyethylene produced water line, along said easement for said purposes and including necessary fixtures, together with the right of ingress and egress across said property for the above-named purposes. Said real estate across which said easement is granted being described as follows:

This easement shall consist of a part of Section 01-T32S-R36W, and more particularly described as follows: An easement 20 feet in width whose centerline commences on the east edge of said section at the half section line, thence running west 2,640 feet down existing lease road to center of section, thence southwesterly to the Dudley 1-2 gas well.

Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above-described easement, rights, and privileges unto the Grantee, its successors and assigns, for so long as same are used for said purposes with no cessation of more than twelve (12) consecutive months.

The said Grantee, shall be liable and agrees to pay for such damage incurred to growing crops or cultivated land prepared for planting at the time said line is constructed and such damage shall be based and arrived at by measuring

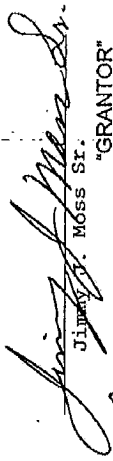
1009/1009

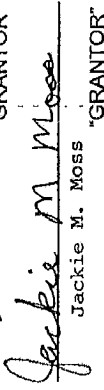
1010
the length and breadth of said crops or lands destroyed or trampled down and reduced to acres or fractions parts of an acre, the payment of such crops destroyed shall be based on production per acre or fraction of acre and at the market value of such crop at the time of land damaged, to acres or fractional parts of acres.

Grantee shall be liable for all damages or injuries to property or persons caused by its operations and/or the exercise of its right hereunder, and shall indemnify Grantor and hold Grantor harmless from any and all costs, damages, actions, causes of action, claims, demands or expenses of every kind (including but not limited to reasonable attorney's fees) arising or in any manner growing out of or concerned with Grantee's construction, maintenance, operation, repair, replacement or removal of said power line.


This easement is granted without warranty of title, either express or implied.

Executed this 12th day of August, 1999.


Jimmy J. Moss Sr.
"GRANTOR"


Jackie M. Moss
"GRANTOR"

MOBIL OIL CORPORATION

By: 
W. Mike Macquoid
Title: Attorney-in-Fact *gmc*

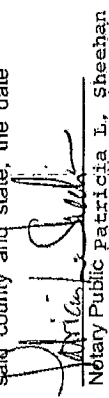
"GRANTEE"

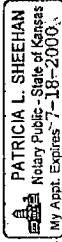
STATE OF KANSAS
COUNTY OF STEVENS

This instrument was acknowledged before me on this 12th day of August, 1999, by Jimmy J. Moss, Sr. and Jackie M. Moss, husband and wife.

Witness my hand and official seal in said county and state, the date aforesaid.

My appointment expires: 7/18/2000.


Notary Public Patricia L. Sheehan



STATE OF KANSAS
COUNTY OF STEVENS

This instrument was acknowledged before me on this 14 day of August, 1999, by W. Mike Gandy as Attorney-in-Fact for MOBIL OIL CORPORATION, a New York corporation.

Witness my hand and official seal in said county and state, the date aforesaid.

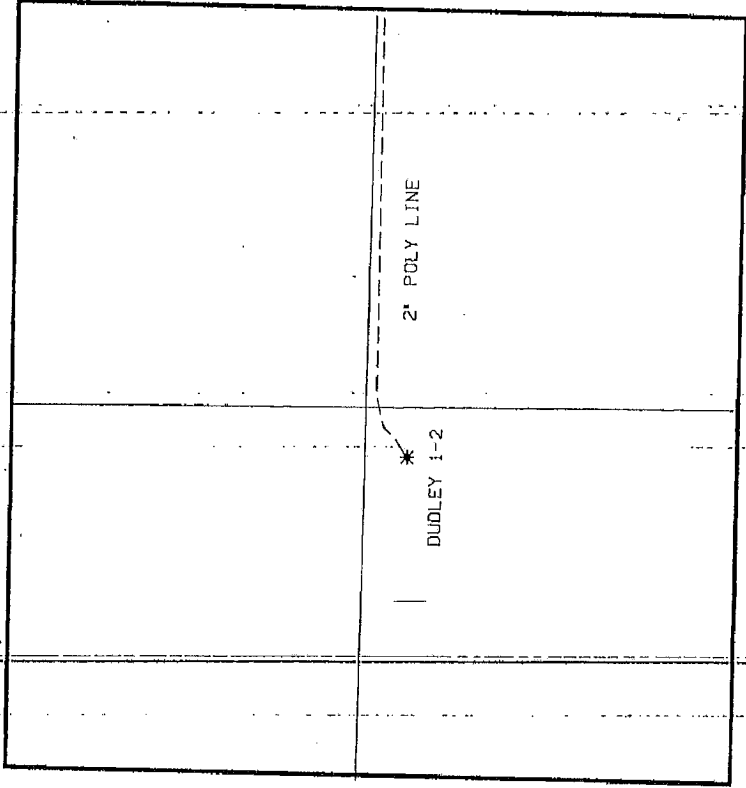
My appointment expires:



Dee Ann Head
Notary Public
Dee Ann Head

10/12

EXHIBIT "A"



SECTION 01 - 32S - 36W
STEVENS COUNTY, KANSAS



STATE OF KANSAS SS
 COUNTY OF STEVENS
 This instrument was filed for record on the 23rd
 day of March A.D. 20 09
 at 10:00 o'clock A.M. and duly recorded in
 Book 355 on page 345 Fee \$ 8.00
Walter A. DeWitt Deputy
 Register of Deeds

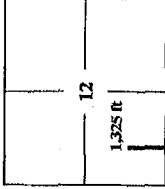
RIGHT OF WAY EASEMENT

WO#32660

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more)

MOSS FARMS, LLC, (unmarried)

(husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto PIONEER ELECTRIC COOPERATIVE, INC., a cooperative association, whose post office address is Ulysses, Kansas, and to its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of STEVENS, State of Kansas, and more particularly described as follows:



Constructing 3-phase underground
 Power line North into the Southwest
 Quarter

of Section 12, in Township 32 South, Range 36, West of the Sixth Principle Meridian, and to place, construct, operate, repair and maintain thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned agree that all poles, wires and facilities, including any main service entrance equipment, installed on the above-described lands at the expense of the grantee herein, shall remain the property of the grantee, removable, at the option of said grantee, upon termination of service to or on said lands.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27 day of February, 20 09.

Executed and delivered in the presence of

Witness: B. R. R. R. Print: Fred L. Hepler Fred L. Hepler
 Signature: Fred L. Hepler
 Title: Vice-President

ACKNOWLEDGEMENT
 STATE OF KANSAS Oklahoma COUNTY, SS.
 BE IT REMEMBERED, That on this 27th day of February, A.D. 20 09,
 before me, the undersigned, a Notary Public in and for the County and State aforesaid,
 came Fred L. Hepler
 who is personally known to me to be the same person who executed the instrument of
 writing and such person duly acknowledge the execution of the same.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary Public seal,
 the day and year last above written.
Walter A. DeWitt Notary Public
 Term expires 11/06/10

235/343