



STATE OF KANSAS SS
COUNTY OF STEVENS

This instrument was filed for record on the
day of March, A.D. 1959
at 10:00 o'clock A.M., and was recorded in
Book 372, page 572.

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:

I, 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.

189(15)17
115

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

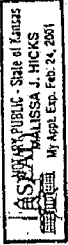
Donna Brower
Donna Brower

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.



Malissa J. Hicks
Notary Public

F:\ALISSA\MISC\FTEN.BRO

519

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Ten \$ 17.00 DOLLARS

(\$10.00) to \$5 paid, the receipt of which is hereby acknowledged. We, Jimmy J. Moss and Jackie M. Moss, his 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 STEVEN'S

County, Kansas, described as follows, to-wit: Section 18 Township 31S Range 35W

1/2 Root of Hwy. 56

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, and 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 (\$0.50) per foot shall 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 our hands this 12 day of September, 1934.

Jimmy J. Moss Jackie M. Moss

STATE OF KANSAS COUNTY OF STEVENS This instrument was filed for record on the day of SEPTEMBER, 1934 at 11 o'clock A. M. and duly recorded in Book 106, page 135. For \$ 6.00 J. G. [Signature] Register of Deeds



126

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 _____

Residing at _____ Notary Public.

RETURN TO:
MOBIL PIPE LINE CO.
RIGHT-OF-WAY DEPT.
P. O. BOX 900 - Room 3201-B
DALLAS, TEXAS 75221

No. _____
RIGHT OF WAY
Jimmy J. Deason et al
TO
Mobil Oil Corporation

ACKNOWLEDGMENTS

STATE OF KANSAS

County of *STEVENS*

BE IT REMEMBERED, that on this *14th* day of *September*, A. D. 19 *82* before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *Jimmy J. Deason and Jackie M. Deason* to me personally known and known to me to be the same persons, who executed the foregoing instrument and such persons, 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 _____
SUSAN M. SMITH
NOTARY PUBLIC
STATE OF KANSAS
Exp. Expires Aug 9, 1988

Susan M. Smith
Residing at *Auguston, Kansas*
Notary Public.

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 _____

Residing at _____ Notary Public.

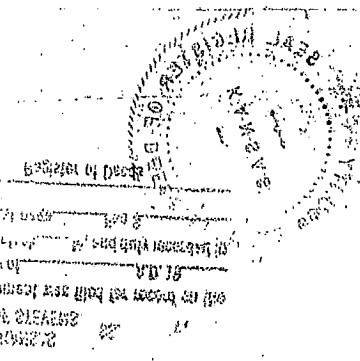
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF TEN & 00/100 DOLLARS

(\$10.00) to J.S. paid, the receipt of which is hereby acknowledged, JOE J. MOSS
J. MOSS AND JACKIE M. MOSS, HUSBAND & WIFE, WHOSE ADDRESS IS 1008 S.
ADAMS, MUCONAGO, KS 67511

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 SEVEN County, Kansas, described as follows, to-wit:

NE 1/4 OF HIGHWAY 56 Section 18 Township 31S Range 35W
Section Township Range



with ingress and egress to and from the same.

The said grantors 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 grantors or the heirs or assigns of grantors. 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 grantors, the 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 rod shall 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 our hands this 11 day of FEBRUARY, 1937
Joe J. Moss
Jackie M. Moss

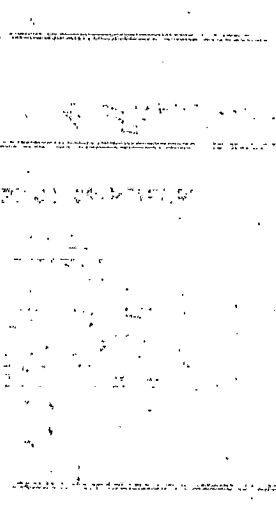
12/16/37

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Five 00/100 DOLLARS
(\$5.00) to Joe Moss, Attorney-in-Fact paid, the receipt of which is hereby acknowledged. Messrs. Farnes

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:

24 1/4 Section 18 Township JMS Range 25
Section Township Range
18 25 JMS



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, the 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 rod shall be paid for each additional line so laid besides the damage above provided for.

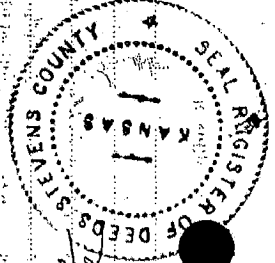
Pipe lines shall be buried to a sufficient depth so as not to interfere with cultivation of the soil.

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 22nd day of August, 1957.

STATE OF KANSAS
COUNTY OF STEVENS
This instrument was filed for record on the
day of August, A.D. 1957
at 11 o'clock A.M. and duly recorded by
Book 116 at page 116 Fee \$5.00



Register of Deeds

1961/168
38

STATE OF KANSAS

NOTARIAL ACKNOWLEDGMENT

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

Notary Public

Residing at

Return to V J Stover Room 1210-A Mobil Pipe Line Company P O Box 900 Dallas, TX 75221

RIGHT OF WAY TO Mobil Oil Corporation. Line 4th Line to Bell Road Rods 20. Signed by Joe Moss, P.O.A.

ACKNOWLEDGMENTS

STATE OF KANSAS

County of STEVENS

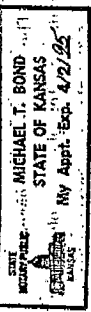
BE IT REMEMBERED, that on this day of 2nd day of April, A. D. 19 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joe Moss

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.

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.

Notary Public

Residing at

ONEOK Field Services Company LLC, P.O. Box 871, Tulsa, Ok 74102-0871
SURFACE EASEMENT AGREEMENT

AFE: 061.111.4102.010122
Exxon-Mobil White B 2-18

STATE OF { Kansas }
COUNTY OF { Stevens }

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY unto ONEOK FIELD SERVICES COMPANY, LLC, an Oklahoma Limited Liability Company, its successors and assigns (hereinafter called GRANTEE), a Surface Easement for the purpose of erecting, constructing, laying, maintaining, operating, altering, replacing and removing gas gathering, transportation and processing facilities, including, but not limited to, valves, meters, towers, buildings and all other appurtenances, facilities and equipment necessary or convenient for the purchase, sale, gathering, and transportation of oil, gas, and other petroleum products or any other liquids, processed through said facilities situated upon the following described lands of GRANTOR in the County of Stevens, State of Kansas To-wit:

A tract of land, 20 feet by 30 feet, in the NE/4, Section 18, T31S, R35W for the purpose of setting a meter to measure gas for the Exxon-Mobil White B 2-18 well.

The GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting the same to, the free right of ingress to and egress over and across said lands to and from said Surface Easement, the right to use all roads over and across said lands, the right to enclose said Surface Easement with a fence and the right from time to time to cut all trees and undergrowth and remove other obstructions, that may injure, endanger or interfere with the use of said Surface Easement. The GRANTEE shall have the right to assign this grant in whole or in part.

To HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the public records. Additionally, said easement shall terminate if and when GRANTEE ceases to maintain said easement and the appurtenant facilities situated thereon, for a continuous period of two (2) years. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

No failure to comply with any covenant on the part of GRANTEE shall be construed as breach of this Agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)



STATE OF KANSAS SS
COUNTY OF STEVENS
This instrument was filed for record on the
20th day of April A.D. 2007
at 10:00 a.m. in the office of the
Register of Deeds, at the City of
Tulsa, Oklahoma.
Book 340 of page 364 Fee \$ 12.00
Cleo A. Schmitz, Register
Register of Deeds

364

364/364

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this the 7 day of DECEMBER, 2006.

Jimmy J. Moss
Jimmy J. Moss

LANDOWNER'S SIGNATURE

Jackie M. Moss
Jackie M. Moss

ACKNOWLEDGEMENT

State of KANSAS
County of STEVENS

On this 7th day of DECEMBER, 2006, before me, a Notary Public in and for said County and State, personally appeared Jimmy J. Moss to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires: 4-1-2009
NOTARY PUBLIC - STATE OF KANSAS
CAROLYN MILLER

Carolyn Miller
Notary Public

CAROLYN MILLER
Typed or printed name of
Notary Public

ACKNOWLEDGEMENT

State of KANSAS
County of STEVENS

On this 7th day of DECEMBER, 2006, before me, a Notary Public in and for said County and State, personally appeared Jackie M. Moss to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires: 4-1-2009
NOTARY PUBLIC - STATE OF KANSAS
CAROLYN MILLER

Carolyn Miller
Notary Public

CAROLYN MILLER
Typed or printed name of
Notary Public

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Eighty & No/100 DOLLARS (\$85.00) to me paid, the receipt of which is hereby acknowledged, I, Sarah H. Cook, a widow, 217 So. Locust St., Ottawa, Kansas, do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas with its principal office in Dallas, Texas, and having a permit to do 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 line and replace existing line with other lines for the transportation of oil and gas and products of 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 line, on, over and through certain lands situated in Stevens County, Kansas, described as follows, to-wit:

SW 1/4 Section 18 Township 31s Range 35w

Pipe line entering above described land at a point approximately 220 feet South of NW corner of the SW 1/4 Sec. 18-31s-35w and leaving said land at the SE corner of SW 1/4 Sec. 18-31s-35w, Stevens County, Kansas.

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 MAGNOLIA PETROLEUM COMPANY, 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. MAGNOLIA PETROLEUM COMPANY agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, her heirs or assigns, one by MAGNOLIA PETROLEUM COMPANY 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.

Pipe lines shall be buried to a sufficient depth so as not to interfere with cultivation of the soil. 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 26th day of November, 1947.

Consideration Less Than \$100. No Revenue Stamp Required.

Sarah H. Cook

STATE OF KANSAS, COUNTY OF FRANKLIN

BE IT REMEMBERED, That on this 26th day of November, A.D. 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sarah H. Cook, a widow to me personally 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 May 9, 1950

(SEAL)

Grabe-Schnoke, Notary Public,
Residing at Ottawa, Kansas

NOTARY PUBLIC, STEVENS COUNTY, KS

This instrument was filed for record on the 14 day of February A.D. 1948 at 1:15 P.M. and expires on the 24 day of May 1950

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF Ninety and No/100 DOLLARS (\$90.00) to us

paid, the receipt of which is hereby acknowledged, we, H. H. Brownell and Ruby Brownell, his wife, Moscow, Kansas, do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas with its principal office in Dallas, Texas, and having a permit to do 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 of 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, on, over and through certain lands situated in Stevens County, Kansas, described as follows, to-wit:

SE 1/4 Section 13 Township 31s Range 36w

with ingress and egress to and from the same.

The said grantors shall have the right fully to use and enjoy the said premises except for the purposes hereinbefore granted to MAGNOLIA PETROLEUM COMPANY, and except that no building or buildings shall be erected on or over the said pipe lines by grantors or the heirs or assigns of grantors. MAGNOLIA PETROLEUM COMPANY agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by MAGNOLIA PETROLEUM COMPANY 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 rod shall 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. 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 our hands this 20th day of November, 1947.

F. A. Dalaney, Jr.

Consideration Less Than \$100. No Revenue Stamp Required

H. H. Brownell
Ruby Brownell

STATE OF KANSAS, COUNTY OF STEVENS,

BE IT REMEMBERED, That on this 20th day of November, A.D. 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. H. Brownell and Ruby Brownell, his wife, to me personally known and known to me to be the same persons who executed the foregoing written instrument and such persons 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 April 15, 1950

(SEAL)

Emma M. O'Dea, Notary Public
Residing at Moscow, Kansas