

W. A. Tifford, et ux
vs
The Argus Pipe Line Co

This instrument was filed for record on the
15 day of August, 1924 A.D., 10:20
at 2 o'clock P.M., and duly recorded
in Book 2222, page 249.

Fee, \$.....
Registry of Deeds
County

PIPE LINE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
W. A. Tifford and Cora B. Tifford 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
thereon and thereon, on, over and through the following described land, situated in the County of
Stearns, 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:

W. A. Tifford
beginning at a point 435' E of the SW corner of the NW 1/4
section 14, T. 22N, R. 36E, thence N 44° 45' E 392.4' to a point 178' W
of the NE corner of the NE 1/4 in above described Section.

All of said land being in North half
section 14 township 22N, south of range 36E of

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 15th day of June, 1924.
W. A. Tifford
Cora B. Tifford

State of Kansas Stearns County, ss.

Before me, a Notary Public in and for said County and State, on this 15th day of June, 1924, personally appeared W. A. Tifford and Cora B. Tifford the wife of W. A. Tifford, who executed the within and foregoing instrument, and duly acknowledged the execution of the same.

My commission expires Oct. 7th 1924
Cora B. Tifford
Notary Public.

Seal

b1011

STATE OF CALIFORNIA, COUNTY OF KERN,

ON THIS second day of April, A.D. 1945, before me, Melba M. Fyffe a Notary Public in and for said County and State, personally appeared Elsie Hall Moyer, known to me, (or proved to me on the oath of _____), to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires _____ no date

(SEAL)

Melba M. Fyffe, Notary Public

State of Kansas, Stevens County, SS.

KNOW ALL MEN BY THESE PRESENTS:

That W.H. Tilford and Cora B. Tilford, his wife, of the County of _____ State of _____, have filed for record on the _____ day of _____ A.D. 1945, at _____ o'clock A.M. and duly consideration is hereby acknowledged and balance of which is to 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, does 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 Stevens and State of Kansas, to-wit:

Northwest Quarter (NW $\frac{1}{4}$) Section Fourteen (14) Township Thirty-Two (32) Range Thirty-Six (36).

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, to either 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 grantors 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 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 grantors 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 grantors 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 grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall 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 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 24th day of March, 1945.

J.H. Klingling, Agent of Way Agent

W.H. Tilford

Cora B. Tilford

STATE OF KANSAS, STEVENS COUNTY, SS.

BE IT REMEMBERED, That on this, the 24th day of March, A.D., 1945, before me, the undersigned, a Clerk of District Court in and for the County of Stevens, came W.H. Tilford who is personally known to me to be the same person who executed the within instrument of writing, and such persons 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.

(SEAL)

JOHN F. FULKERSON, Clerk of District Court Stevens County, Kansas

STATE OF ARIZONA, PIMA COUNTY, SS.

BE IT REMEMBERED, That on this, the 5th day of April, A.D. 1945, before me, the undersigned, a Notary Public in and for the County of Stevens, came Cora B. Tilford 816 East Mabel St. Tucson, Arizona, who is 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 Feb'y 10th 1947

(SEAL)

S.C. Rorbach, Notary Public

13/21

State of Kansas, Stevens County, ss

This instrument was filed for record on the 18 day of
April A. D. 1958 at 14 o'clock P. M., and duly
recorded in Book 34, at page 379 Fee \$ _____

Lillie Ricord
Register of Deeds

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That F. L. Tilford & Corinne Tilford, his wife, for and in consideration of One Dollar and other good and valuable consideration to us in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto Stevens County, in the State of Kansas, a Right of way to build, construct, maintain, alter, repair, operate and use the following described land situate in Stevens County, Kansas, as a road or highway, to wit:

The West Fifty (50) Feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Thirty-two (32), Range Thirty-six (36) West of the 6th P.M., including the presently existing Thirty (30) Foot Highway right of way.

It is specifically understood and agreed that no mineral rights are being conveyed herein.

Signed this 27 day of February, 1958.

F. L. Tilford
Corinne Tilford

STATE OF KANSAS, STEVENS COUNTY, SS:

BE IT REMEMBERED, That on this 27 day of February, 1958, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F. L. Tilford and Corinne Tilford, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

My commission expires December 23, 1961. (SEAL) Robert W. Mason, Notary Public

34/379

Indemnity member by Const. W.O. 1256

Form 1789

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Two Hundred Dollars (\$200.00) Dollars (\$ 200.00) to the under- signed (herein styled Grantor, whether one or more) paid, receipt of which is hereby acknowledged, said Grantor does hereby GRANT and CONVEY unto NORTHERN NATURAL GAS COMPANY, a Corporation, (herein styled Grantee) its successors and assigns, the authority and easement to enter upon, use, and occupy that certain described tract of land situated in Stevens County, State of Kansas, to wit:

NW 1/4 Sec 14 - T32S - R36W.

The aforesaid authority and right of way easement shall be for the purpose of permitting grantee to construct, maintain, operate, replace, or remove, in and upon the above described tract of land, a Water Well, Apparatus, 300' Deep For Hydraulic Pumping and including all apparatus necessary for said work. And Grantee shall have and is hereby given the right of ingress to and egress from the aforesaid tract of land, for any and all said purposes.

Grantee shall at all times indemnify, protect and hold harmless Grantor from any and all loss, damage, claims or liabilities legally established arising out of or growing from the construction, operation, maintenance and removal of said apparatus incident thereto.

Grantee shall have the right to remove and reclaim, at its will any time, the said apparatus.

WITNESS the execution hereof on this 23rd day of June, A.D. 19 77.

STATE OF KANSAS
COUNTY OF STEVENS

This instrument was filed for record on the 23 day of June, A.D. 19 77 at 11:30 clock A.M. and duly recorded in Book 83 at page 55 Fee \$ 5.00

Floyd L. Tilford
Corinne Tilford

John A. Maguire
Register of Deeds

STATE OF Kansas COUNTY Stevens SS

BE IT REMEMBERED, That on this, the 23 day of June, A.D. 19 77, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Floyd L. Tilford and Corinne Tilford, Husband and Wife

who are personally known to me to be the same person s who executed the within instrument of writing, and such person s 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.



Lois Mann

LOIS MANN, NOTARY PUBLIC
STEVENS COUNTY, KANSAS.
My Commission Expires March 11, 1978

83/125
125

STATE OF KANSAS
COUNTY OF STEVENS SS
This document has filed for record in the
office of the County Clerk, County of
Stevens, Kansas, this 28th day of
February, 2008, at 10:52 AM. Page 2
[Signature]
Registrar of Deeds



STATE OF KANSAS)
COUNTY OF) Stevens)

AFEN NO. 40001

TRACT NO. 5TV6-01

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter referred to as Grantor), for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 & OVC), the receipt and sufficiency of which is hereby acknowledged, to the Grantor in hand paid by KN Energy, Inc., P. O. Box 281304, Lakewood, Colorado 80228-8304 (hereinafter referred to as Grantee), does hereby grant, sell and convey unto said Grantee, its successors and assigns, the right-of-way and easement (hereinafter referred to as "easement") to locate, construct, maintain and operate the hereinafter described facilities, with appurtenances thereto belonging, upon, under or across the following described land, to-wit:

Township 22 South, Range 36 West
Section 14, NW

No farther than 400' from the South boundary nor farther than 400' from the West boundary in the Southwest corner of the Northwest Quarter described above.

This grant shall carry with it the right of ingress to and egress from, and access upon said land, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part. Grantee shall have the right of exclusive use of any portion of said property now occupied by Grantee's improvements which are constructed upon, under or across the surface thereof, for the purpose of erecting and constructing thereon and thereafter operating and maintaining compressor facilities, with necessary pipelines, valves, meters and all appurtenances used in connection therewith.

The term of this easement shall be a period of ten (10) years from the date of execution hereof, provided however, that as a part of the consideration for the granting of this easement, the Grantee has made an initial payment of \$7,500.00 cash in advance of said ten (10) year term provided further, that Grantee shall have the right and option to extend the term of this easement for an additional period of ten (10) years, and a cash payment of \$19,000.00 in advance as payment for the additional said 10 year period. Grantee shall provide written notice to Grantor of its intent to so extend said term within thirty (30) days prior to the expiration date of the initial ten (10) year term hereof, at the aforementioned address via Certified U. S. Mail, as though the initial term of this easement had been twenty (20) years instead of ten (10) years; and, notwithstanding anything contained herein to the contrary, Grantor agrees that Grantee may terminate this FACILITIES EASEMENT at any time during the initial ten (10) year term hereof or at any time during any extended term hereof, as the case may be, by furnishing written notice to Grantor as hereinabove provided, of its intent to so terminate within sixty (60) days prior to the next succeeding anniversary date hereof.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities on the easement hereby granted unto the said Grantee, its

633
18/02/08

634

successors and assigns; and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may, at any time, and upon abandonment of said easement and removal of all improvements constructed thereon, (a) restore the surface to as near original condition as is practical; (b) execute and record a release hereof, whereupon this easement and all rights and privileges herein mutually granted shall be fully canceled and terminated.

Grantor represents and warrants that he is the owner in fee simple of the land hereinabove described, subject only to outstanding mortgages, if any, now of record in said County. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgages, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.


The easement rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement of conflicting rights within the area covered by this grant.

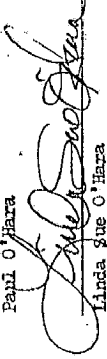
Grantor hereby expressly waives and releases all dower and homestead rights, if any.

This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the execution hereof this 13th day of February, 1998.

WITNESSES:


Paul O'Hara


Linda Sue O'Hara

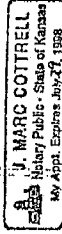
MAILING ADDRESS OF GRANTOR(S):

501 North 9th
Garden City, Kansas 67846

ACKNOWLEDGMENT

STATE OF Kansas)
)
COUNTY OF Finney) SS.

This instrument was acknowledged before me on this 13th day of February, 1998,
by Paul O'Hara
Wanda Sue O'Hara his wife



(SEAL)

J. Marc Cottrell
Notary Public J. Marc Cottrell

My appointment expires: July 29, 1998

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

This instrument was acknowledged before me on this _____ day of _____, 1998,
by _____

(SEAL)

Notary Public

My appointment expires: _____

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STATE OF KANSAS SS
COUNTY OF STEVENS

This instrument was filed by record on the
day of August 2002 at 11:22
A.M. by Jimmy M. Moss
Register of Deeds

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto ONEOK Field Services Company, an Oklahoma corporation, hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipeline, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain lands owned by Grantor situated in Stevens County, State of Kansas and specifically described as follows:

A tract of land 20' x 30' in the SW/4 of Section 11,
Township 32 South, Range 36 West, for the purpose
of setting a meter to a well

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities, or any part thereof, within or upon the above described land. The Grantee shall have the right to assign this grant in whole or in part.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantors this 13th day of August, 2002.

Jimmy M. Moss
Jimmy M. Moss
Jackie M. Moss
Jackie M. Moss

208 | 493

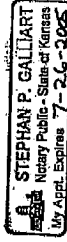
494

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF Finney)

I, Stephan P. Galliant, do hereby certify that Jimmy J. Moss and Jackie M. Moss, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 13th day of August, 2002.



Stephan P. Galliant
Notary Public

My appointment expires: 7-26-2005

255 / 245

STATE OF KANSAS SS
COUNTY OF STEVENS
This instrument was filed for record on the 33rd
day of March A.D. 2009
at 10:00 o'clock A.M. and duly recorded in
Book 355 on page 345 Fee \$ 8.00
Wm. A. Schmitt, Notary
Register of Deeds

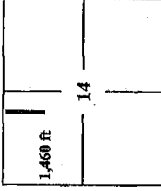


RIGHT OF WAY EASEMENT

WO#32659

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 south into the Northwest
Quarter

of Section 14, 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, 2009.

Executed and delivered in the presence of:

Witness: [Signature] Print: Fred L. Helper Fred L. Helper
[Signature] Signature: Fred L. Helper
Title: Vice-President

OKlahoma ACKNOWLEDGEMENT COUNTY, SS.
STATE OF KANSAS Oklahoma

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. Helper
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.

[Signature]
Notary Public
Term expires 11/06/10