



STATE OF KANSAS
COUNTY OF STEVENS SS
This instrument was filed for record on the
day of March A.D. 1982
at St. Louis, Mo. and duly recorded
Book 112 at page 519 Page 32
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:

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.

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7/15/82

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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

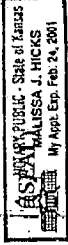
Donna Brower
Donna Brower

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.

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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

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MISCELLANEOUS RECORD "R" OF MISSISSIPPI, STEVENS COUNTY, MS

This instrument was filed for record on the 16 day of April 1947 at 10:11 A.M. and day recorded in Book MISSISSIPPI, at page 385 Fee \$

Ballie Ricard
Register of Deeds

Right of Way Agreement

KNOW ALL MEN BY THESE PRESENTS, That

J. E. Cross

for and in consideration of One Dollar (\$1.00) to him in hand paid, receipt of which is hereby acknowledged, does 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:

Beginning at the NW corner of Sec. 2 - T 32 S - R 36 W, thence East forty (40) feet, thence South parallel to the West side of said Sec. 2 a distance of five thousand two hundred fifty nine (5259) feet more or less; thence West forty (40) feet to the SW corner of Sec. 2, thence North to the point of beginning.

No mineral rights conveyed. To be used for road purposes only.

SIGNED this 29th day of March 1947

J. E. Cross

State of Iowa, Jasper County, ss.

BE IT REMEMBERED, That on this 29th day of March 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J.E. Cross

who is personally known to me to be the same person 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.

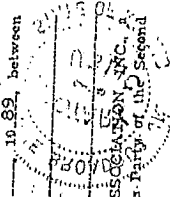
My Commission Expires July 4, 1948 SEAL
Velma W. Adamson
Notary Public
within and for Jasper County, Iowa

R/393

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**Easement For Construction and Maintenance of
Telephone Facilities**

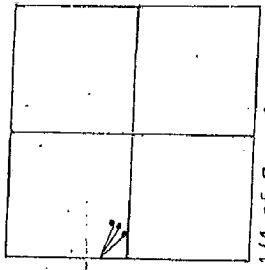
THIS INDENTURE, made this 26th day of July, 1989, between
Limny. J. Moss, Sr.



hereinafter referred to as Parties of the First Part, and THE PIONEER TELEPHONE ASSOCIATION, INC., a
Kansas corporation with its principal offices in Ulysses, Kansas, hereinafter referred to as Party of the Second
Part:

WITNESSETH: that for valuable consideration, the receipt of
which is hereby acknowledged, Parties of the First Part have this day bargained and sold, and by these presents
do bargain, sell, convey, transfer, and deliver unto Party of the Second Part, a permanent easement and right of
way, including the perpetual right to enter upon said real property hereinafter described, and construct, main-
tain, and repair such telephone lines, buried cables, and telephone facilities, together with the right to excavate
and refill for the location of poles, buried cables, and telephone facilities, including all telephone equipment, over, across, through, and
under the lands hereinafter described, and the further right to remove trees, bushes, undergrowth and obstruc-
tions interfering with the location, construction and maintenance of said telephone lines, buried cables and facil-
ities.

The land affected by the grant of this easement and right of way is located in the County of Stevens
and State of Kansas and is more particularly described as follows:



NW 1/4 OF SEC. 2, T. 32 S., R. 36 W

The easement and right of way hereby granted, covers a strip of land 20 feet in width over and across
the above described land, particularly described by metes and bounds, as follows:
A twenty foot wide parcel of land for a buried cable running in a
South-Easterly direction along the south end of the North-West 1/4
of Section 2, Township 32 South, Range 36 West of the 6th P.M. The
route may deviate to meander around buildings, structures, trees
and other inaccessible waste areas if required. This easement is for
the placement of telephone drops to the dwellings and the shop in that
Parties of the First Part hereby covenant with the Party of the Second Part that they are lawfully
seized and possessed of the real estate above, that they have a good and lawful right to convey it or any part
thereof.

As a part of consideration for this easement, the Party of the Second Part hereby agrees that in locating,
constructing and maintaining the telephone lines, buried cables and telephone facilities upon said land, it will
do so in such form as will least possibly interfere with the farming operations so long as it does not materially
increase the cost of construction. Further consideration is that Party of Second Part will exonerate, indemnify, and
save harmless the Parties of the First Part from and against all claims and actions arising out of damage or
injury caused or created in connection with the telephone lines, buried cables and telephone facilities; reimburse
Parties of the First Part for all damages to any growing crops resulting from its use of said easement and right
of way; and at its own expense reasonably repair and restore any damage or disturbance which may be caused
to the land in relation to such operation and maintenance of the telephone lines, buried cables, and telephone
facilities.

Further, as a part of consideration for this grant, Parties of the First Part hereby release any and all claims
for damage from whatsoever cause incidental to the exercise of the rights herein granted, except damages to
growing crops.

IN WITNESS WHEREOF, the Parties of the First Part have set their hands and seals the day and year
first above written:

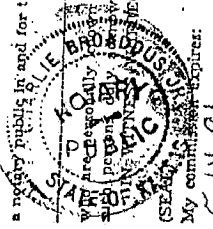
Limny J. Moss, Sr.
Limny J. Moss, Sr.

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STATE OF KANSAS
STEVENS COUNTY, KS:

BE IT REMEMBERED, that on this 4 day of SEPT, 1889, before me, the undersigned, a notary public in and for the County and State aforesaid, came James J. Moss



who are personally known to me to be the same persons who executed the within instrument of writing, and such persons acknowledged the execution of the same, and in presence of Wm. W. Gentry, I have hereunto set my hand and seal this day and year last above written.

Charlie Broadus, Jr.
Register of Deeds

STATE OF KANSAS
COUNTY OF STEVENS SS.

This instrument was filed for record on the
13 day of SEPTEMBER, A.D. 1889
at 7 o'clock P. M. and duly recorded in
Book 333 at page 5

Wm. W. Gentry
Register of Deeds



22, 2011, 10/10/2011

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STATE OF KANSAS
COURTY OF STEVENS SS

This instrument was filed for record by the
day of July, A.D. 1987
at St. Paul, Mo. and duly recorded in
Book 172 of page 228. Fees 1.00
J. H. ...
Register of Deeds

FACILITIES EASEMENT

STATE OF KANSAS)
COUNTY OF Stevens)
AFE NO. 13694-96
TRACT NO. Lot B-19 aka B-07

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 MOBIL OIL CORPORATION, P.O. Box 2173, Liberal, Kansas 67905-2173 (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:

A parcel of land measuring 150 feet by 200 feet located near the Northwest corner of the Southwest Quarter (SW/4) of Section 25, Township 31 South, Range 36 West, Stevens County, Kansas

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 \$10,000.00 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 \$10,000.00 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 hereinafter provided, of its intent to so terminate within sixty (60) days prior to the next succeeding anniversary date hereof.

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ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 19____, by Jim L. Moss & Jessie Moss as joint tenants

Notary Public, Kansas
Jeffrey H. Mills
My Appt Exp. _____

Notary Public

My appointment expires: _____

ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF STEVENS

This instrument was acknowledged before me on this 20th day of MAY, 1998, by JIM L. MOSS & JESSIE MOSS as joint tenants

Notary Public State of Kansas
Jeffrey H. Mills
My Appt Exp. 8/21/2001

Notary Public
Jeffrey H. Mills

My appointment expires: 8/21/2001

Made a part of that certain Facilities Easement dated April 30, 1998, by and between Jim J. Moss and Jackie Moss and Mobil Oil Corporation.

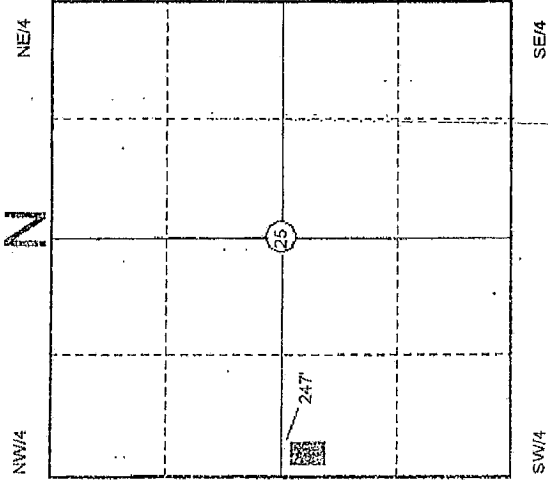
GAS-OIL WELL LOCATION AND / OR ELEVATION
PLAT NUMBER 1103973

Barney Rogers Dirt Contractor Inc.



316-356-2140 OR FAX 316-356-5645

P.O. BOX 492 ULYSSES KANSAS 67880



DATE NOVEMBER 3, 1997

OPERATOR MOBIL OIL CORPORATION

WELL NAME LAT B-~~24~~07 L/C:13696-96

LOCATION STEVENS 25 31S 36W
COUNTY SEC TOW RAN

STARTING AT A POINT 247' SOUTH OF 1/2 SECTION
LINE, IN SW/4 ON WEST SIDE OF SECTION 25
PROCEEDING 200' FT SOUTH, THENCE 150 FT
EAST, THENCE 200 FT NORTH, THENCE 150 FT
WEST, TO POINT OF BEGINNING

AUTHORIZED BY MARK HARRISON

DISTANCE FROM #1
HUGOTON WELL (if appl) N/A FT.

SE/4

SW/4

DRIVING DIRECTIONS FROM:

MOSCOW
1/2 MILE SOUTH
1 MILE EAST
1/2 MILE NORTH
EAST SIDE

SPL

CROPS
IRRIGATED
 DRYLAND
 PASTURE

WATER WELL
 IRRIGATION
 NONE WITHIN 500 FT.

CITY WATER
 NONE
DISTANCE _____ FT.

AIRPORT
 NONE
DISTANCE _____ FT.

NOTIFIED DIG-SAFE
 PLEASE NOTIFY DIG-SAFE

BILL ROGERS LD

ULYSSES DISTRICT OFFICE



STATE OF KANSAS
COUNTY OF STEVENS SS

This instrument was filed for record 08:34
day of July 1999 A.D. 19
at St. Paul, Mo. My office is located in
St. Paul, Mo. My term of office expires on
11-15-1999.

KNOW ALL MEN BY THESE PRESENTS:

RIGHT-OF-WAY GRANT TO NON-PROFIT CORPORATION ONLY

That the undersigned, whether one or more, hereinafter called Grantor, in consideration of One Dollar (\$1.00), to MS in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto STEVENS ME, INC., its successors and assigns, hereinafter called Grantee, a right-of-way to lay, construct, maintain, alter, repair, replace, change the size of, operate, and remove pipelines, meters, regulators, drips, gates, cathodic equipment, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of gas therein, and the Grantee is granted the right of ingress and egress, to and from the following described land for the purpose of constructing, inspecting, repairing, operating, changing the size of, or removing at will, in whole or in part, said property, from, on, over, and through the following premises in the County of Stevens State of Kansas, to wit: SE 25-31-36

CLAY C. CARPER
NOTARY PUBLIC
My Appointment Expires 11-15-1999

One line only, work to be completed or after November 15, 1999
To have and to hold said easement, rights, and right-of-way unto the said Grantee, its successors and assigns.

No damages to crops or other damage, except for damage to livestock or tangible personal property of the grantor or his tenant, shall be paid in connection with the initial pipeline installation. Grantee shall consult with Grantor prior to installation of the initial lines, and have the right to select, change or alter the routes of all pipelines herein authorized to be laid under, upon, over and through the above described premises. Damage to growing crops occasioned by installation of future lines after the first lines have been installed, or by making future repairs, or by repairing or removing facilities, shall be paid by Grantee after the damage is done; said damages, if not mutually agreed upon, to 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 written award of such three persons shall be final and conclusive.

This Grant shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and it is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

In Witness Whereof, the Grantor has hereunto set his hand and seal on this 25 day of Jan 1999.

GRANTOR(S) Jimmy J. Moss

Jackie M. Moss (Husband)

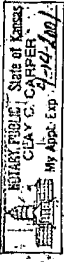
Jackie M. Moss (Wife)

STATE OF KANSAS
COUNTY OF STEVENS) ss:

The above instrument was acknowledged before me by Jimmy J. Moss
this 25 day of Jan 1999

Jimmy J. Moss
Jackie M. Moss

Clay C. Carper
Notary Public



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