

STATE OF KANSAS
COUNTY OF STEVENS SS

This instrument was filed for record on the
day of _____, A.D. 19__
at _____, Kansas, by _____,
Book _____, page _____.

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.

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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

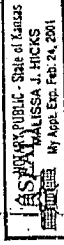
Donna Brower
Donna Brower

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

County of Stevens }
This instrument was filed for record on the
18 day of August A.D. 1929
at 2:00 clock P.M., and duly recorded
in Book Misc. 151 at page 250.
Fee, \$.....

Notary Public
Mrs. P. J. ...
Dwight Edwards

PIPE LINE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
W. H. Tilford and Carl B. Tilford 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
thereby and thereon, over, and through the following-described land, situated in the County of
Stevens, 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:

Beginning at a point 1731 ft. west of the SE corner of South-east
Quarter of Sections 11, T22N, R9E 26W 6th P.M. Thence North 44°
and 30 minutes East 23 49 ft. to a point 1590 ft. N of the SE corner of the
SE quarter of said section. Thence east Quarter
All of said land being in Section 11, township 22 S, south of range 26 W

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 4th day of November, 1929. W. H. Tilford Carl B. Tilford

State of Kansas Stevens County, ss.

Before me, a Notary Public in and for said County and State, on this 4th day of October 1929, personally appeared W. H. Tilford and Carl B. Tilford, he 20% 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 May 11, 1931 J. G. Dudley Notary Public

[Signature]



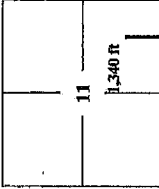
STATE OF KANSAS SS
 COUNTY OF STEVENS
 This instrument was filed for record on the 23rd
 day of March A.D. 20 09
 at 10:00 o'clock P.M. and duly recorded in
 Book 355 on page 311 fee \$ 8.00
Uma A. Schmitzer, Deputy
 Register of Deeds

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 Southeast
 Quarter

of Section 11, 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, in-
 stalled 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: Fred L. Hepler Print: Fred L. Hepler Fred L. Hepler
Fred L. Hepler Signature: Fred L. Hepler
Vice-President Title: Vice-President

ACKNOWLEDGEMENT

Oklahoma COUNTY, SS.
 STATE OF KANSAS 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 seal,
 the day and year last above written.
Sandra J. Fisher Notary Public
 Term expires 11/10/10

SSS / 344