

Name and Address of Title Insurance Company:  
**First American Title Insurance Company**  
**1 First American Way, P.O. Box 267**  
**Santa Ana, CA 92707**

**SCHEDULE A**

Commitment Number: 1610011-7

1. Effective Date: November 1, 2016 at 8:00 a.m.

2. Policy or Policies to be issued:

Policy Amount:

a. ALTA Owners Policy (6-17-06)

\$ TBD

Proposed Insured:

BUYER, TBD.

b. ALTA Loan Policy (6-17-06)

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Mac-O-Chee Farms, L.P., a Kansas limited partnership.

5. The land referred to in this Commitment is described as follows:

All of the Northeast Quarter (NE/4), lying South of the county road, the North Half of the Southeast Quarter (N/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Township 33 South, Range 13 East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

Name and Address of Title Insurance Company:  
**First American Title Insurance Company**  
**1 First American Way, P.O. Box 267**  
**Santa Ana, CA 92707**

**SCHEDULE B**

Commitment Number: 1610011-7

I. Requirements:

- A. Instruments in insurable form which must be executed, delivered and duly filed for record:
  - 1. **WARRANTY DEED** from MAC-O-CHEE FARMS, L.P., a Kansas Limited Partnership executed by JAMES R. PERKINS, President of PERKINS DEVELOPMENT, INC., General Partner, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by the Seller or the Buyer, to accompany the Deed.
  - 2. We have a copy of Mac-O-Chee Farms, L.P. limited partnership agreement and an amendment dated January 25, 2011. Provide issuing agent with a **COPY** of any amendments to said document subsequent to January 25, 2011.
- B. Payment of the necessary consideration for the estate or interest to be insured.
- C. Pay all premiums, fees and charges for the policy.
- D. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- E. Provide issuing agent with **LIEN AFFIDAVIT AND AGREEMENT** executed by owners.
- F. After review of the above documents, additional requirements may be made before the policy may be issued.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
  - 1. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
  - 2. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
  - 3. Easements, or claims of easements, not shown by the Public Records.
  - 4. Right or claims of parties in possession not shown by the Public Records.
  - 5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- C. Special Exceptions:
  - 1. General taxes and special assessments for the year 2016 and subsequent years, not yet due and payable. 2015 taxes - \$ 683.06, paid in full (NE/4; N/2 SE/4 & SW/4 SE/4 of 30)

2. Easements and rights-of-way for roads and/or highways, if any.
3. All oil, gas and minerals and any appurtenant rights thereto.
4. Any unreleased Oil and Gas Leases, Assignments, Sales of Oil & Gas Royalty, or leasehold Mortgages are exceptions from the coverage of the proposed Policy. This search does not cover taxes on oil, gas and other leasehold estates listed separately from the taxes on the surface rights. The title has not been searched as to leasehold interests.
5. Unrecorded Farm leases and the provisions therein, if any.
6. Easement dated June 8, 1968, by and between Nadine Ballard, et al, and City of Caney, Kansas, for the permanent storage and temporary detention of waters that are impounded, stored or detained for a municipal water supply for the City of Caney, covering part of 30-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1968, in Book 2, Page 478.
7. Agreement for Purchase of Water Rights and Land Use, dated June 8, 1968, by and between George Q. Birdwell and the City of Caney, Kansas, to construct, operate, maintain and inspect a multiple purpose reservoir for flood prevention and municipal water supply, covering part of 29-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1968, in Book 3, Page 149.
8. Right of Way dated May 7, 1915, by and between G.H. Dow, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the SE/4 of 30-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 443.
9. Grant of Easement dated May 8, 1985, by and between Everett D. Ballard, et al, and Mid-America Pipeline Company, to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline, covering the SE/4 of 30-33-13, Chautauqua County, Kansas, filed May 20, 1985, in Book 11, Page 544.
10. Grant of Right of Way dated November 14, 2000, by and between Brenton C. Kimple and United States Exploration, Inc. to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, covering a tract in 30-33-13, and other property, Chautauqua County, Kansas, filed November 27, 2000, in Book 105, Page 738.
11. Grant of Easement dated May \_\_, 2014, by and between Mac-O-Chee Farms, L.P. and ECQ Pipeline, LLC, for a pipeline for the transportation of natural gas, liquids, brines and other substances, covering the N/2 NE/4 of 30-33-13, Chautauqua County, Kansas, filed June 11, 2014, in Book 169, Page 801.
12. Access Agreement dated October 5, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 and Perkins Oil Enterprises, Inc., for ingress and egress for purpose of plugging and abandonment of oil and gas wells, as well as collection, salvage and removal of oil field pipe and equipment, for a term of 10 years, filed October 11, 2016, in Book 177, Page 234.
13. Right of Way dated June 10, 1915, by and between T.M. Jones, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the W/2 NE/4 & the SE/4 NE/4 of 30-33-13, Chautauqua County, Kansas, filed June 22, 1915, in Book Q, Page 454.
14. Right of Way dated June 10, 1915, by and between C.M. Howell, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the NE/4 NE/4 of 30-33-13, Chautauqua County, Kansas, filed June 22, 1915, in Book Q, Page 457.

EASEMENT

(FORM "B")

<p>FROM</p> <p><u>Nadine Ballard et vir</u></p> <p>TO</p> <p><u>City of Caney, Kansas</u></p>	<p>STATE OF KANSAS, CHAUTAUQUA COUNTY, ss.</p> <p>This instrument was filed for record on the <u>20</u> day of <u>June</u>, 19 <u>68</u>, at <u>9:40</u> o'clock <u>A. M.</u> and duly recorded in Book <u>2 of Misc.</u>, Page <u>478</u>, of the records of this office.</p> <p><u>Erlene Black</u> Register of Deeds</p> <p>By _____ County Clerk.</p>
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For and In consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

NADINE BALLARD and EVERETT BALLARD, wife and husband,  
(Name)  
of Wichita, Kansas, Grantor,  
(Address)

does hereby grant, bargain, sell, convey and release unto CITY OF CANEY, KANSAS,  
a municipal corporation of Montgomery County, Kansas  
(Name) (Address)

Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of \_\_\_\_\_  
Chautauqua, State of Kansas, to-wit:

All that part of the SE/4 of the SE/4 and S/2 of NE/4 of the SE/4 of Section 30, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 17.3 acres, more or less, Chautauqua County, Kansas

for the purpose of: For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored, or detained, and for the further purpose of providing a municipal water supply for the City of Caney, Montgomery County, Kansas, to augment the existing water supply available to the City of Caney, so that said City may release water stored in the reservoir through a gated drawdownpipe and recover it in the existing downstream channel reservoir, and for the maintenance and inspection of areas to be flooded by multiple-purpose structure, designated as Site 2-6 in the Twin Caney Watershed to be located in the Northeast Quarter of the Northeast Quarter of Section 6 and the West Half of the

- In the event construction on the above described works of improvement is not commenced within ten years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
- This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
- There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
- The Grantee is responsible for operating and maintaining the above described work of improvement.
- Special provisions:

\*\*\*Northwest Quarter of the Northwest Quarter of Section 5, Township 34 South, Range 13 East of the 6th Principal Meridian,

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 8th day of June, 19 68.

Nadine Ballard (SEAL)  
(Signature of Grantor) NADINE BALLARD

Everett Ballard (SEAL)  
(Signature of Grantor) EVERETT BALLARD

ACKNOWLEDGMENT

STATE OF KANSAS }  
COUNTY OF Chautauqua } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of June, 19 68, personally appeared NADINE BALLARD and EVERETT BALLARD,

~~my~~ wife and husband, ~~known and~~ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they

executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.

My Commission Expires: 3-12-72 (SEAL) Jeanne Matthew  
JEANNE MATTHEW, Notary Public

STATE OF KANSAS } SS  
MONTGOMERY COUNTY }

BE IT REMEMBERED, that on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M. G. ALLEN, Mayor of the CITY OF CANEY, KANSAS, a Municipal Corporation, duly organized, incorporated and existing under and by virtue of the Laws of Kansas and F. F. FRANKS, Clerk of said CITY, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

My commission expires May 16, 1972.

(SEAL)

Mary Jane Shaw  
MARY JANE SHAW, Notary Public

George Q. Birdwell, et ux  
To  
City of Caney, Kansas

Filed: June 20, 1968, 9:55 A. M.  
Erlene Black  
Register of Deeds

AGREEMENT FOR PURCHASE OF WATER RIGHTS AND LAND USE

THIS AGREEMENT, made and entered into this 8th day of June, 1968, between GEORGE Q. BIRDWELL and BESSIE BIRDWELL, husband and wife, of Havana, Kansas, hereinafter called parties of the first part, and the CITY OF CANEY, KANSAS, acting by and through its Governing Body, hereinafter called party of the second part.

WHEREAS, the parties of the first part are the owners of the following described real estate located in Chautauqua County, Kansas, to-wit:

All that part of the W/2 of the NW/4 of the NW/4 of Section 32, and the W/2 of the SW/4 of the SW/4 and S/2 of the SW/4 of the NW/4 of the SW/4 of Section 29, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 7.3 acres, more or less, Chautauqua County, Kansas,

and the party of the second part is desirous of securing an Easement upon said property for the purposes of constructing, operating, maintaining and inspecting a multiple-purpose reservoir for flood prevention and municipal water supply for the City of Caney, Kansas, designated as Site No. 2-6 in the Twin Caney Watershed Joint District No. 34, said multiple-purpose structure to be located on portions of Sections 5 and 6, Township 34 South, Range 13 East, and to impound water upon the land described which is owned by the parties of the first part, and

WHEREAS, it is the desire of the parties hereto to enter into an Agreement with reference to the ownership, use and control of the water impounded by said multiple-purpose structure, Site No. 2-6, and the land use of the adjacent land;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The parties of the first part do hereby agree to grant, bargain, sell and convey unto the CITY OF CANEY, KANSAS, its successors and assigns, an Easement in and over and upon the following described real estate located in Chautauqua County, Kansas, to-wit:

All that part of the W/2 of the NW/4 of the NW/4 of Section 32, and the W/2 of the SW/4 of the SW/4 and S/2 of the SW/4 of the NW/4 of the SW/4 of Section 29, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 7.3 acres, more or less, Chautauqua County, Kansas,

said Easement being for the purposes of constructing a dam or water-retarding structure and the operation, maintenance and inspection of said multiple-purpose reservoir for flood prevention and municipal water supply for the CITY OF CANEY, designated as Site No. 2-6 of the Twin Caney Watershed Joint District No. 34, and the right to impound waters which might be impounded, stored or detained by said structure and the right to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir from which water is withdrawn to the water treatment plant of the CITY OF CANEY, KANSAS.

2. It is agreed between the parties hereto that the parties of the first part shall have the right to the use of the impounded water on the land described as belonging to the parties of the first part for domestic and irrigating purposes and that the said parties of the first part shall have the control of the water and the area upon which water is or might be impounded by the structure at Site No. 2-6, except the right of the CITY OF CANEY, KANSAS, to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir from which water is withdrawn to the water treatment plant of the CITY OF CANEY and the right to operate and maintain said multiple-purpose structure Site No. 2-6 of the Twin Caney Watershed Joint District No. 34 and to inspect such structure by representatives of the CITY OF CANEY and the Soil Conservation Service at least annually and after each heavy run-off producing storm.

3. It is agreed between the parties hereto that the said parties of the first part shall use the land owned by them that is adjacent to the land first described above, SUBJECT TO THE FOLLOWING LIMITATIONS:

- a. No sewage, either raw or treated, shall be discharged directly into the reservoir.
- b. No toilet facilities shall be located within 50 feet of the shoreline at high water level in the reservoir.
- c. At distances of 50 to 100 feet from the shoreline at high water level, concrete vault type privies shall be used.
- d. At distances greater than 100 feet from the shoreline at high water level, septic tank-lateral field systems may be used if soil conditions and population density make such facilities feasible. In determining the feasibility of such facilities, the "MANUAL OF RECOMMENDED PRACTICE FOR LOCATING, CONSTRUCTING AND OPERATING SEPTIC TANK SYSTEMS FOR RURAL HOMES" of the Environmental Health Services, Water Supply Section, of the Kansas State Department of Health shall be used.
- e. The reservoir shall not be fertilized to increase fish propagation.

4. It is further agreed by and between the parties hereto that in consideration of the right of the CITY OF CANEY, KANSAS, to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir, which water is withdrawn to the water treatment plant of the CITY OF CANEY and the right to operate and maintain said multiple-purpose Structure Site No. 2-6 of the Twin Caney Watershed Joint District No. 34 and to inspect such structure by representatives of the CITY and the Soil Conservation Service at least annually and after each heavy run-off producing storm and the regulation of the use of the adjacent land as provided in Paragraph 3 hereof, the CITY OF CANEY, KANSAS, shall pay to parties of the first part the sum of Six Hundred Fifty-seven (\$657.00) and no/100 Dollars, it being understood and agreed that such sum is for the rights of the CITY to the water, inspection rights and regulation of adjacent land use as heretofore set out.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

George Q. Birdwell  
GEORGE Q. BIRDWELL  
BESSIE BIRDWELL  
BESSIE BIRDWELL  
PARTIES OF THE FIRST PART  
CITY OF CANEY, KANSAS  
BY H. G. Allen  
H. G. ALLEN, MAYOR  
PARTY OF THE SECOND PART

ATTEST:  
F. F. Franks (CORP. SEAL)  
F. F. FRANKS, CITY CLERK

STATE OF KANSAS )  
COUNTY OF Chautauqua ) SS  
BE IT REMEMBERED, That on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GEORGE Q. BIRDWELL and BESSIE BIRDWELL, husband and 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires March 2, 1972. (SEAL) Jeanne Matthew  
JEANNE MATTHEW, Notary Public

STATE OF KANSAS )  
MONTGOMERY COUNTY ) SS  
BE IT REMEMBERED, That on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. G. ALLEN, Mayor of the CITY OF CANEY, KANSAS, a Municipal Corporation, duly organized, incorporated and existing under and by virtue of the Laws of Kansas and F. F. FRANKS, Clerk of said CITY, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 16, 1972. (SEAL) Mary Jane Shaw  
MARY JANE SHAW, Notary Public  
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Angeline M. Rowe Secretary-Treasurer Filed: June 24, 1968, 10:50 A.M.  
To Erlene Black  
Chautauqua County Health and Research Clinic, Inc. Register of Deeds

AFFIDAVIT OF PAID IN CAPITAL FOR CHAUTAUQUA COUNTY HEALTH AND RESEARCH CLINIC, INC.

STATE OF KANSAS )  
COUNTY OF CHAUTAUQUA ) SS  
Angeline M. Rowe being first duly sworn upon her oath deposes and says.  
That I am the duly elected, qualified and acting Secretary-Treasurer of Chautauqua County Health and Research Clinic, Inc., that the amount of capital in the sum of \$8,000.00, as stated in the Articles of Incorporation for said corporation, has been fully paid as required by law.

Subscribed and sworn to before me this 5th day of June, 1968.  
Angeline M. Rowe  
Angeline M. Rowe, Secretary-Treasurer.

My Commission expires January 1, 1970. (SEAL) Gary House  
Notary Public  
#####

United States Filed: June 25, 1968, 9:45 A.M.  
vs. Erlene Black  
Martha F. Bohannon Register of Deeds  
Lindly

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE  
CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

DISTRICT SERIAL NUMBER  
Wichita W-5056  
I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien as filed/April 28, 1967, is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER  
Martha F. Bohannon  
RESIDENCE OR PLACE OF BUSINESS  
Cedar Vale, Kansas, 67024  
CLASS OF TAX  
(Tax Return Form No.) PERIOD ENDED ASSESSMENT DATE IDENTIFYING NUMBER UNPAID BALANCE OF ASSESSMENT  
(a) (b) (c) (d) (e)

941	9-30-66	2-10-67	48-0727165	326.08
941	12-31-66	2-10-67		146.29

PLACE OF FILING  
Register of Deeds  
Chautauqua County Misc. Book 3, page 32 TOTAL \$ 472.37  
Sedan, Kansas 67361

WITNESS my hand at Wichita, Kansas, on this, the 24th day of June, 1968

DISTRICT DIRECTOR OF INTERNAL REVENUE BY(Signature) Art Plenert TITLE  
HARRY F. SCRIBNER Art Plenert Chief, SPS

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Right of Way and Damages

G. H. Dow & wife  
to  
Gas Pipe Line Corp.  
Filed June 2 1915 11 A.M.  
W. H. Tinkler  
Register & Recorder

Right of Way Conduict  
for and in consideration of the sum of thirty  
five Dollars, to us in hand paid receipt of  
which as hereby acknowledged G. H. Dow and  
Alvinda Dow the wife do hereby grant to Gas  
Pipe Line Corporation, its successors and assigns  
the use of a right of way to lay, maintain, alter  
repair, remove, and relay parallel and lateral  
Pipe Lines for the transportation of oil and gas,  
and, if necessary, erect, maintain and operate  
Telegraph and Telephone Lines and same is  
acknowledged as full consideration for  
right of way. Guarantee to be responsible for  
damages to growing crops, occasioned by  
this line and making future repairs to said  
line, and the laying and maintaining  
other lines, covering certain lands in Chau  
laussin County, Louisiana, described as  
follows, to wit: The South East Quarter of  
Section 30, Town 25, Range 13.

One Alvinda Dow, the grantor, has here  
unto set out and shall this 7th day  
of May 1915  
G. H. Dow (deed)  
State of Louisiana, par. Alvinda Dow (deed)  
County of Chauvaussin

On the 7th day of May 1915 before me,  
the undersigned, a Notary Public, in and  
for the County and State aforesaid, person  
ally appeared G. H. Dow and Alvinda Dow  
his wife, to wit known to be the intent of  
persons who executed the within and for  
going instrument, and acknowledged to me  
that they executed the same as their own  
voluntary act and deed for the uses and  
purpose therein set forth.

Witness my hand and seal this 7th day  
of May 1915

My Commission expires August 1 1917  
W. H. Tinkler  
Register & Recorder

Alvinda

Alvinda Dow  
G. H. Dow  
State of Louisiana  
County of Chauvaussin

# GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to \$15.00 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

EVERETT D. BALLARD AND WIFE NADINE J. BALLARD

BROCK BAKER AND WIFE SHERYL BAKER

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time, to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, aboveground gate valves and other appurtenances, including electric lines, cathodic protection equipment, and other devices for the control of pipeline corrosion, within the confines of a right of way 50 feet in width, said right of way being 15 feet on the North/West side and 35 feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situate in the County of CHAUTAUQUA State of KANSAS To-wit:

That tract or parcel of land being the Southeast Quarter (SE/4) of Section 30, Township 33 South, Range 13 East, as recorded in Deed Book 74, at Page 69, in the office of the Register of Deeds of Chautauqua County, State of Kansas.

*Special provision contained in Exhibit "A" attached hereto and by this reference made a part hereof*

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines, without the express written consent of Grantee.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises which may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. Grantor hereby expressly agrees in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

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

Grantor represents the above described land (is) (~~is not~~) rented for the period beginning 19 to Bill Mc Clemons on (cash) (~~crop~~) basis to

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor 8 ha AVE hereunto set their hand 8 and seal 8 this 8 day of May, 19 85.

WITNESS: STATE OF KANSAS } ss. 7.00  
Chautauqua County }  
This instrument was filed for record  
this 30 day of May 19 85 at 10:40 o'clock AM and duly  
recorded in book 11 of page 544  
Nadine J. Ballard  
REGISTER OF DEEDS

Everett D. Ballard  
(EVERETT D. BALLARD)  
Nadine J. Ballard  
(NADINE J. BALLARD)  
Brock Baker  
(BROCK BAKER)  
Sheryl Baker  
(SHERYL BAKER)



(Individual)

STATE OF Kansas }  
COUNTY OF Marion } SS.

BE IT REMEMBERED, That on this 8th day of May, A.D., 19 85 before me, a Notary Public in and for said County and State, personally appeared Brock Baker & Sheryl Baker Husband & Wife

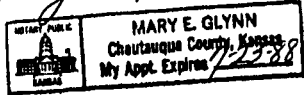
to me known to be the identical person e described in, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires March 25, 1987 Lera M. Crawford Notary Public  
**LERA M. CRAWFORD**  
**NOTARY PUBLIC**  
**STATE OF KANSAS**  
**My Appt. Exp. 3-25-87**

STATE OF KANSAS }  
COUNTY OF CHAUTAUQUA } SS.

BE IT REMEMBERED, That on this 9th day of MAY, A.D., 19 85 before me, a Notary Public in and for said County and State, personally appeared EVERETT D. & NADINE J BALLARD  
his wife,

to me known to be the identical person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires July 23, 1988 Mary E. Glynn Notary Public  


STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of \_\_\_\_\_ for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

It is expressly provided that when the pipelines to be constructed hereunder shall be abandoned or removed from the premises, the easement shall become void and all right title and interest shall revert to Grantor's successors in interest right of way will be restored to as near as possible to the original condition & grade.

Grantee shall furnish Grantor a plat showing the location of pipeline laid hereunder.

If during construction of said pipeline severe rock conditions are encountered, Grantee agrees to either (1) bury rock at least 18 inches below the surface of the ground within the confines of the ditch, or (2) remove the rock from the premises or deposit the same on the premises in a place designated by Grantor. The word rock used herein shall not include gravel or rock less than 3 inches in diameter.

Grantee agrees to construct several diversion type terraces across the right of way on the hills, spaced about every 5-6 feet in drop, recommended height is 1-1 1/2 feet and the base width 20-25 feet. Alternating the ends of the terrace for draining purposes. Grantor will furnish, if necessary soil to construct diversions. Diversion terraces to be inspected by landowner. If terraces are <sup>not</sup> same as dimensions above, grantee to reconstruct until dimensions are correct.

RK  
BP  
JKL

~~Grantee agrees that the right of way, where applicable, shall be reseeded using the following native mixture of PLS per Acre. Big blue stem 2.4#, Buffalograss 1.0#, Indiangrass 2.4#, Sideoot, grain 1.4#, Switchgrass 0.6#, Western wheatgrass 6.0#. Bulk rate, add an additional 30% for proper pure live seed amounts.~~

Owner will do his own reseeding.

STATE OF KANSAS } SS 8.00 ✓  
Chautauque County

This instrument was filed for record  
this 27 day of Nov  
Nov at 9:50 o'clock AM and duly  
recorded in book 105 of  
records on page 738  
Sandra C. Kimple By  
Matthew D. Kimple Deputy  
REGISTER OF DEEDS

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF Ten and various other DOLLARS  
(\$10.00 (avo)), to the undersigned and hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to  
United States Exploration, Inc.

a corporation, organized under the laws of the State of Kansas and duly authorized to transact business in the State of  
Kansas, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for  
the transportation of oil or gas, on, over or through the following lands, to-wit:

Beginning approximately 100 feet East of Chautauque County  
Lariat road on the North side of Section 30-33S-13E, running  
approximately 100 feet North and East of Lariat Road following  
said roadway contour to the North side of said section 30-33S-13E  
approximately 500 feet West of the Northeast corner of section  
30-33S-13E, thence across said section line into Section  
19-33S-13E approximately 400 feet to the Southeast corner of

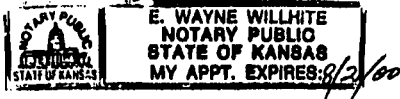
Of section 19, Township 33S, Range 13E in Chautauque County, State of Kansas  
with ingress and egress to and from the same. The said grantor, their heirs and assigns, to fully use and enjoy  
the said premises, except for the purposes hereinbefore granted to the granted herein, which grantee hereby agrees to pay any  
damages that may arise from the laying, maintaining and operating 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 said grantor, their heirs or  
assigns, one by the said grantee, its successors and assigns, and the third by the two so appointed, as aforesaid, and the award of  
such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns,  
may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like  
consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in  
making such change, to be paid by said grantee.

TO HAVE AND TO HOLD the said unto the said United States Exploration, Inc., its  
successors and assigns, so long as the same shall be useful for the purpose desired by said grantee, who by the acceptance hereof  
covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS three hands this 17<sup>th</sup> day of November A.D., 2000

Brenton C. Kimple  
Brenton C. Kimple

Lorrie C. Kimple  
Lorrie C. Kimple  
LCK



STATE OF KANSAS,  
County of Chautauque ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17<sup>th</sup> day of  
November, 2000, personally appeared Brenton C. Kimple and  
Lorrie C. Kimple  
to me well known to be the identical person s who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as their 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.

E. Wayne Willhite  
Notary Public

My commission expires August 21, 2001

STATE OF KANSAS;

ss.

County of \_\_\_\_\_

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_

to me well known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Grant of Right of Way

FROM

Brent Kimple

Lori Kimple

TO

United States Exploration Inc.

State of Kansas

County of Chautauqua

Name of Line Ballard - Peru - Molo

Size of Pipe 3"

MY APPT. EXPIRES \_\_\_\_\_  
STATE OF KANSAS  
NOTARY PUBLIC  
E. WAYNE WILKINSON

STATE OF KANSAS )  
Chautauqua County ) ss \$16.00 ✓

This instrument was filed for  
record this 11 day of JUNE,  
2014 at 2:35 o'clock AM and  
duly recorded in book 169  
of records on page 801

*Laura C. Beeson*  
REGISTER OF DEEDS

*Melody Rodriguez*  
*Deputy*

GRANT OF EASEMENT  
(REPLACEMENT)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the undersigned, Mac-O-Chee Farms, L.P., a Kansas limited partnership ("Grantor") for Ten Dollars (\$10.00) and other valuable consideration cash in hand paid by ECQ Pipeline, LLC, a Kansas limited liability company ("Grantee"), has and does hereby grant unto Grantee an easement for a pipeline (and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for operation of such pipeline) for the transportation of natural gas, liquids, brines and other substances over, through and across the following described real property, to wit:

The North Half of the Northeast Quarter (N/2 NE/4) of Section 30,  
Township 33S, Range 13E, Chautauqua County, Kansas.

This Easement is granted to replace a Grant of Right-of-Way originally granted by Brenton C. Kimple, et ux., to United States Exploration, Inc. dated November 14, 2000, recorded in Book 105, Page 738, in the office of the Register of Deeds of Chautauqua County, Kansas (the "Prior Right of Way").

The course of the easement hereby granted is along the course of the pipeline as actually installed. Such course is generally described as follows:

Commencing at a point approximately 100 feet South of the NE/c of 30-33S-13E and thence parallel to the meandering westerly course of Lariat Road through the N/2 NE/4 of said Section 30 until exiting into the SE/4 SW/4 of 19-33S-13E, the said pipeline generally lying 30 feet South of the roadway, and running a total distance of approximately 2200 feet.

The Grantee shall have the right to construct and install said pipeline, and to inspect, repair, maintain and replace the same. The width of the easement shall be 50' during construction, and replacement, and 25' thereafter. In the event that Grantee should re-enter to replace the original pipeline installed, then Grantee shall reasonably compensate Grantor for surface damage sustained during the course of such additional installation and construction.

The rights herein granted include the rights of ingress and egress through the said real property for purposes of access to the easement as described.

*Vertical County Easement recorded in Book 120  
of records, page 87. Filed June 23, 2014.  
Laura C. Beeson, R.O.D.*

To have and to hold the rights granted unto the Grantee, its successors and assigns, for so long as the easement is utilized for the purposes hereinabove stated.

By its execution hereof, the Grantee does hereby release the Prior Right of Way in favor of the rights herein granted.

IN WITNESS WHEREOF this instrument is executed by the Grantor this \_\_\_ day of May, 2014.

"Grantor"

Mac-O-Chee Farms, L.P., a Kansas limited partnership, by Perkins Development, Inc., a Kansas corporation, as its sole General Partner

By: [Signature]  
James R. Perkins, President

"Grantee"

ECQ Pipeline, LLC

By: [Signature]  
Randy W. Clark, Manager

STATE OF KANSAS )  
COUNTY OF Montgomery ) SS:

BE IT REMEMBERED that on this 10<sup>th</sup> day of June, 2014, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Development, Inc., A Kansas Corporation, as the sole general partner of Mac-O-Chee Farms, L.P., a Kansas limited partnership, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be 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 last above written.


[Signature]  
NOTARY PUBLIC Jon R. Vets

My Appointment Expires: July 28, 2014

STATE OF KANSAS )  
 ) SS:  
COUNTY OF MONTGOMERY )

BE IT REMEMBERED that on this 10<sup>th</sup> day of JUNE, 2014, before me, a Notary Public, in and for the County and State aforesaid, came Randy W. Clark, Manager of ECQ Pipeline, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

  
NOTARY PUBLIC JOHN C. VIETI

My Appointment Expires:  
July 28, 2017

STATE OF KANSAS )  
Chautauqua County ) ss \$81.00 ✓  
This instrument was filed for  
record this 11 day of Oct.  
2016 at 9:05 o'clock AM and  
duly recorded in book 177  
of records on page 234

## ACCESS AGREEMENT

*Jana C. Brea*  
REGISTER OF DEEDS

AGREEMENT made this 11 day of October, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 ("Owners") and Perkins Oil Enterprises Inc., a Kansas Corporation ("Operator").

### WITNESSETH

1. **The Land.** Owners own the land located in Chautauqua County, Kansas described in Exhibit "A" attached hereto.
2. **Operators.** Operator has heretofore conducted oil and gas operations on portions of the land.
3. **Access.** Owners hereby grant Operator the right of ingress and egress from the land for purpose of plugging and abandonment of such oil and gas wells as to which Operator is the owner or operator, as well as for the collection, salvage and removal of oil field pipe and equipment.
4. **Damages.** Operator shall exercise due care and caution for the protection of the surface in the conduct of its operations. Access shall be made by means of established lease or pasture roads to the extent practicable.
5. **Non-Assumption.** Operator does not hereby assume the obligation to plug, abandon or remediate any oil or gas well or surface conditions as to which Operator has no responsibility under the orders or directives of the Kansas Corporation Commission.
6. **Term.** This agreement shall have a term of 10 years from the date hereof, but may be extended by the written request of the Operator for such time as is reasonably required to complete its operations.
7. **Release.** Operator may at any time sooner release its rights hereunder as to any portion or portions of the land by written release filed with public record.
8. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this Agreement is executed by the parties the day and year first above written.

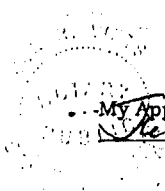




STATE OF KANSAS )  
 ) SS:  
COUNTY OF McPherson

BE IT REMEMBERED that on this 5<sup>th</sup> day of October, 2016, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Oil Enterprises, Inc. a Kansas Corporation incorporated and existing under and by virtue of the laws of the State of Kansas and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be 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 last above written.



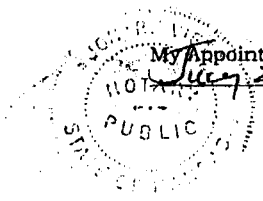
[Signature]  
NOTARY PUBLIC Tamara Viet

My Appointment Expires:  
Feb 29, 2018

STATE OF KANSAS )  
 ) SS:  
COUNTY OF McPherson

BE IT REMEMBERED that on this 5<sup>th</sup> day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came E. Wayne Willhite and Eugena L. Willhite, husband and wife, Trustees of the E. Wayne Willhite and Eugena L. Willhite Trust U/A November 29, 2007 who are 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 to be their free act and deed.

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



[Signature]  
NOTARY PUBLIC Tamara Viet

My Appointment Expires:  
May 28, 2018

**EXHIBIT "A"**

**BROUGHAM AND ADJACENT RANCLANDS**  
Chautauqua County, Kansas

**A. Mac-O-Chee Ranchlands**

**(1) Brougham Ranchlands**

The South Half of the Southwest Quarter (S/2 SW/4) of Section 6; the Northwest Quarter (NW/4); the West Half of the Northeast Quarter (W/2 NE/4) of Section 7; All in Township 33 South, Range 13 East of the 6<sup>th</sup> P.M.;

All of the North Half (N/2) lying South and East of the former location of the Missouri-Pacific Railroad right-of-way; the Southeast Quarter (SE/4); the Southwest Quarter (SW/4) of Section 13, except an undivided one-half (1/2) of the oil, gas and other minerals in the N/2NW/4SW/4 said Section 13.

The East Half of the Southeast Quarter (E/2 SE/4) of Section 14; All in Township 33 South, Range 12 East of the 6<sup>th</sup> P.M. except an undivided one-half (1/2) of the oil, gas and other minerals in said Section 14.

The North Half of the Northwest Quarter (N/2 NW/4); the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); the South Half of the Northeast Quarter (S/2 NE/4); the Southwest Quarter of the Northwest Quarter (SW/4 NW/4); the South Half (S/2) of Section 18;

The West Half (W/2); the West Half of the East Half (W/2 E/2) of Section 19;

The Northwest Quarter (NW/4) of Section 30; All in Township 33 South, Range 13 East of the 6<sup>th</sup> P.M.;

The Northeast Quarter of the Southeast Quarter (NE/4 SE/4); the South Half of the Southeast Quarter (S/2 SE/4) of Section 26;

The Southeast Quarter of the Northeast Quarter (SE/4 NE/4); the Northeast Quarter of the Northeast Quarter (NE/4 NE/4); the Southwest Quarter of the Northeast Quarter (SW/4 NE/4); the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); the Southwest Quarter (SW/4) of Section 25; All in Township 33 South, Range 12 East of the 6<sup>th</sup> P.M.;

The Northeast Quarter (NE/4); the North Half of the Southeast Quarter (N/2 SE/4) of Section 35;

The West Half of the Northeast Quarter (W/2 NE/4); the South Half of the Northwest Quarter (S/2 NW/4); the Northwest Quarter of the Southwest Quarter (NW/4 SW/4); the Southwest Quarter of the Southeast Quarter (SW/4 SE/4); the East Half of the Southeast Quarter (E/2 SE/4); the East Half of the Northeast Quarter (E/2 NE/4); the North Half of the Northwest Quarter (N/2 NW/4) of Section 36; All in Township 33 South, Range 12 East of the 6<sup>th</sup> P.M., except the oil, gas and other minerals in the NW/4NE/4, SW/4NW/4 of said Section 36.

The Northeast Quarter (NE/4) of Section 1, Township 34 South, Range 12 East of the 6<sup>th</sup> P.M.;

(2) Hylton Farm

The South Half of the Northwest Quarter (S/2 NW/4) and the West Half of the Southwest Quarter (W/2 SW/4) of Section 31, Township 33 South, Range 13, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

Subject, however, to life estate in favor of Judith K. Dickenson in a 1/24<sup>th</sup> undivided mineral interest.

(3) O'Neil Lands

The Southeast Quarter of Section 25, Township 33 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

The Southeast Quarter of the Southeast Quarter of Section 35, Township 33 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

The Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the South Half of the Southwest Quarter of Section 36, Township 33 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

Lots 3 and 4 of the Northwest Quarter of Section 1, Township 34 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

Lot 1 of the Northeast Quarter of Section 2, Township 34 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

The Southwest Quarter of Section 30, Township 33 South, Range 13, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas;

The North Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 31, Township 33 South, Range 13, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

(4) Ballard-Kimple Lands

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 19;

The South Half of the Southwest Quarter (S/2 SW/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section 20;

The South Half of the Southwest Quarter of the Southwest Quarter (S/2 SW/4 SW/4) of Section 21;

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 29, except 10 Acres, more or less, in the Southwest Corner described at commencing at the Southwest Corner of the North Half of the Southwest Quarter of said Section 29, running thence East 272', thence Northeasterly to a point 369' East of the West line of the Southwest Quarter of said Section 29, thence West 79', thence North 574', thence West 290', thence South 1320', more or less, to the point of beginning;

The Northeast Quarter (NE/4), the North Half of the Southeast Quarter (N/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30;

All of the above in Township 33 South, Range 13, East of the 6<sup>th</sup> P.M., containing 730 acres, more or less.

(5) Hattrup Land

The Southwest Quarter (SW/4) of Section 36, Township 32 South, Range 12, East of the 6<sup>th</sup> P.M.; The West Half (W/2), the West Half of the Northeast Quarter (W/2 NE/4), the West Half of the Southeast Quarter (W/2 SE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 1 and the Northeast Quarter (NE/4) of Section 2, in Township 33 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas, subject, however, to a retained 27.58625% undivided mineral interest in favor of Doubletree Cattle Company, LLC; and, an undivided 72.41375% undivided mineral interest in and to the following described real property, to wit:

The East Half (E/2) of section 36, Township 32 South, Range 12, East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

**B. Willhite Ranchlands**

(1) Brougham Ranchlands

T33S, R12E, Chautauqua County, Kansas

Section 1: SE/4 SE/4

Section 12: NE/4

N/2 SE/4

S/2 SE/4 lying South and East of the former location  
of the Missouri Pacific Railroad Right of Way

Section 23: NE/4 NE/4

Section 24: N/2 NW/4

E/2

Section 35: SW/4 SE/4; and

T34S, R12E, Chautauqua County, Kansas

Section 2: Lot 2 (a/k/a NW/4 NE/4)

S/2 NE/4

NE/4 SE/4; and

T33S, R13E, Chautauqua County, Kansas

Section 31: W/2 SE/4

E/2 SW/4; and

T34S, R13E, Chautauqua County, Kansas

Section 6: E/2 NW/4

W/2 NE/4; and

(2) Neitfeld Lands

The East Half of the East Half of the South Half of the Northwest Quarter,  
and all that part of the Northwest Quarter of the Southeast Quarter lying  
North of the River, and the Southeast Quarter of the Southeast Quarter,  
all in Section 2; and the Northeast Quarter of the Northeast Quarter of  
Section 11, all in Township 34 South, Range 12, East of the 6<sup>th</sup> Principal  
Meridian.

**C. Brougham Ranch Headquarters**

The Southwest Quarter (SW/4) and the West Half of the Southeast Quarter  
(W/2 SE/4) of Section 7, Township 33 South, Range 13 East of the 6<sup>th</sup> P.M.

(Brougham Ranch Headquarters jointly owned by Mac-O-Chee and Willhite)

Right Of Way and Damage

This instrument was filed for record this 22 day of June 1915 at 3 o'clock P.M. M.A. Frankley Reg. of Deeds

Preston Butcher +  
O.P. Butcher + wife  
to  
Gas. Pipe Line Corporation.

Right Of Way Contract

For and in consideration of the sum of \$ Forty One and 75/100 to us in hand paid receipt of which is hereby acknowledged. Preston Butcher - O.P. Butcher his wife does hereby grant to Gas. Pipe Line Corporation its successors and assigns, the use of a right of way to lay, maintain, alter, repair, remove and relay parallel Pipe Lines for the transportation of Oil and Gas and if necessary, erect, maintain and operate Telegraph and Telephone Lines. Said sum is acknowledged as full consideration for right of way. Grantor to be responsible for damages to growing crops occasioned by this line and making further repairs to said Line and lay and maintain other lines, covering certain lands in Chaataqua County Kansas. State described as follows to-wit: The South West Quarter Sec 22 Town 33 Range 10 and the West Half N.W. 14 less 40 feet off North side and the South East Quarter of the North West Quarter Section 36 Town 33 Range 10.

In Witness Whereof The Grantor has hereunto set her hand and seal this 11th day of June 1915

Preston Butcher Seal  
O.P. Butcher Seal  
Bessie H. Butcher Seal

State Of Kansas - ss.  
County of Chaataqua

On this 15th day of June 1915 before me the undersigned a Notary Public, in and for the County and State aforesaid, personally appeared Preston Butcher, O.P. Butcher and Bessie H. Butcher his wife to me known to be the identical person who executed the written and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

In Witness My Hand and seal this 15th day of June 1915  
J. S. Spencer  
Notary Public  
My Commission Expires July 1st 1916.

Right Of Way and Damages.

T.M. Jones et al  
to  
Gas. Pipe Line Corporation

This instrument was filed for record this 22 day of June 1915 at 3 o'clock P.M. M.A. Frankley Reg. of Deeds

For and in consideration of the sum of \$ Seventy Dollars - to us in hand paid receipt of which is hereby acknowledged Tom Jones and Barbara Jones his wife does hereby grant to Gas. Pipe Line Corporation its successors and assigns the use of a right of way to lay, maintain, alter, repair, remove and relay parallel pipe Lines for the transportation

M.F. Recorded in Book 38 Mfg  
page 79, Jan 23 1915  
W.A. Frankley  
Reg. of Deeds



of oil and gas, and if necessary erect maintain and operate Telephone and  
Telephone Line Said sum is acknowledged as full consideration for  
right of way and also for damages occasioned by installing the first  
Line Grantee to be responsible for damages to growing crops occasioned  
by making further repairs to said line and the laying and maintaining other  
lines covering certain lands in Chautauqua County Kansas, State described  
as follows to-wit. The W<sup>1/2</sup> of the North East Quarter and the South East  
Quarter of the North East Quarter Section 30 Town 33 Range 13

In Witness Whereof The Grantor has hereunto set our hand and seal  
this 10th day of June 1915.

Tom Jones seal  
Barbara Jones seal

State Of Kansas } S.S.  
County Of Chautauqua }  
On this 10th day of June 1915 before me the  
undersigned a Notary Public in and for the county and State aforesaid  
personally appeared Tom Jones and Barbara Jones to me known to be the  
identical person who executed the within and foregoing instrument  
and acknowledged to me that they executed the same as their free  
and voluntary act and deed for the uses and purposes therein set forth  
Witness My Hand and Seal this 10th day of June 1915

Forest of Courtland  
Notary Public  
My Commencement Expires Aug 17 11.

Right Of Way and Damages

Mary E. Blakemore, wife  
To  
Gas Pipe Line Corporation  
This instrument filed for record  
this 22 day of June 1915 at 3 o'clock P.M.  
M. S. Faulkley Reg. of Deeds.

For and in the consideration of the sum of <sup>fourteen</sup> Dollars to us in  
hand, receipt of which is hereby acknowledged, Mary E. Blakemore  
a widow, does hereby grant to Gas Pipe Line Corporation its successors  
and assigns, the use of a right of way to lay maintain alter repair  
and relay parallel Pipe Lines for the transportation of oil and gas and if  
necessary, erect maintain and operate Telephone and Telephone Line. Said sum  
is acknowledged as full consideration for right of way and also for  
damages occasioned by installing the first line. Grantee to be respon-  
sible for damages to growing crops occasioned by making future repairs  
to said line, and the laying and maintaining other lines, covering certain  
lands in Chautauqua County Kansas, State, described as follows to-wit

The West half of the South East Quarter and the South East Quarter of  
the South East Quarter all in Section 33 Town 33 Range 13  
In Witness Whereof The Grantor has hereunto set my hand and  
seal this 17th day of May 1915. Mary E. Blakemore seal  
Witness W. Benning

State Of Kansas } S.S.  
County Of Chautauqua }  
On this 10th day of June 1915 before me  
the undersigned a Notary Public in and for the county and State



Right of Way and Damages.

C M Howell et al  
To

Gas Pipe Line Corporation.

For and in consideration of the sum of \$ Fifty Dollars. to us in hand paid, receipt of which is hereby acknowledged C. M. Howell and Etta Howell his wife does hereby grant to Gas Pipe Line Corporation its successors, and assigns, the use of a right of way to lay maintain, alter, repair, remove, and relay parallel pipe lines for the transportation of Oil and Gas and if necessary erect, maintain, and operate Telegraph and Telephone Lines, said sum is acknowledged as full consideration for right of way and also for damages occasioned by installing the first line. Grantor to be responsible for damages to growing crops occasioned by making future repairs to said Line and the laying and maintaining other lines covering certain lands in Chautauqua County Kansas State described as follows to-wit: The North East Quarter of the North East Quarter Sec 30 Twp 33 Range 13

This instrument was filed for record this 22 day of June 1915. at 3 O'clock P.M. W. A. Fanchley Regy Recds

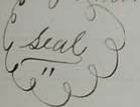
In Witness Whereof The Grantor has hereunto set our hand and seal this 10th day of June 1915.

C. M. Howell seal  
Etta Howell seal

State of Kansas } ss.

County of Chautauqua } On this 10th day of June 1915 before me, the undersigned a Notary Public in and for the County and State aforesaid personally appeared C M Howell, Etta Howell, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness My hand and seal this 10th day of June 1915.  
Forest Eckhart  
Notary Public



My Commission Expires Aug 17 1917.

Grant of Right of Way

Ole C Strand et al  
To

W. L. Barrington

This instrument was filed for record this 11 day of Sept 1915 at 3:30 P.M. W. A. Fanchley Regy Recds

Grant of Right of Way

For and in consideration of the sum of One Dollar and other valuable considerations receipt of which is hereby acknowledged and further consideration Five cents (5c) per acre, to be paid when such grant shall be used or occupied, or summy made thereof to determine amount of rodage, Ole C Strand and Emma Strand his wife of Spaulding County, State of Kansas, grantor, do hereby grant to W. L. Barrington, his successors, and assigns, the right of way to lay maintain, alter repair, operate and remove pipelines

W. A. Fanchley Regy Recds  
Sept 10 1915  
W. L. Barrington  
Spaulding County, Kansas



## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>. THIS PARAGRAPH DOES NOT APPLY IN STATE OF KANSAS.*



*First American Title™*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

*Issued By:*

**Elk County Title  
Pratt County Abstract Company, Inc. d/b/a  
101 N. Wabash  
Howard, KS 67349  
620.374.2521**

(This Commitment is valid only when Schedules A and B are attached)

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