

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: 1610011-9

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:

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), the West Half of the Southeast Quarter (W/2 SE/4) of Section 25; the Northwest Quarter (NW/4) and the West Half of the Northeast Quarter (W/2 NE/4) of Section 36; the Northeast Quarter (NE/4) of Section 35; and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section 26, all in Township 33 South, Range 12 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: 1610011-9

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 - \$ \$784.72, paid in full (S/2, SE/4 NW/4, S/2 NE/4, NE/4 NE/4 of 25); \$153.16, paid in full (NE/4 SE/4 & S/2 SE/4 of 26); \$343.70, paid in full (NE/4, N/2 SE/4 & SE/4 SE/4 of 35); and \$688.94, paid in full (All Sec 36)
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 for Pipeline dated January 5, 1981, by and between Rigdon-Bruen Oil and Wells-Battelstein, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, oil and products, covering the SE/4 of 25-33-12, Chautauqua County, Kansas, recorded February 17, 1981, in Book 7, Page 825.
7. Grant of Easement dated December 16, 1981, by and between John M. Wall, 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 25-33-12 and the SW/4 of 30-33-13 and other property, Chautauqua County, Kansas, filed March 18, 1982, in Book 9, Page 44.
8. Grant of Easement dated July 8, 1982, by and between Brougham Properties, N.V., 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 NW/4 & SW/4 of 25-33-12, Chautauqua County, Kansas, filed July 19, 1982, in Book 9, Page 235.
9. Grant of Easement dated April 15, 1985, by and between John M. Wall, 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 25-33-12 and the SW/4 of 30-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1985, in Book 11, Page 622.
10. Grant of Easement dated May 29, 1985, by and between Brougham Properties, N.V., 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 NW/4 & SW/4 of 25-33-12, Chautauqua County, Kansas, filed June 20, 1985, in Book 11, Page 637.
11. Grant of Easement dated January 13, 1988, by and between Rigdon-Breun, and Petrolantic, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, oil & other liquids, covering the SE/4 of 25-33-12, Chautauqua County, Kansas, recorded January 20, 1988, in Book 14, Page 144.
12. Right of Way dated January 18, 1988, by and between Brougham Properties, N.V., and Producers Service, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, covering part of 25 and 36-33-12 and other property, Chautauqua County, Kansas, recorded January 28, 1988, in Book 14, Page 151.
13. Right of Way dated March 8, 1930, by and between Lizzie Bryant, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NE/4 of 25 and S/2 SE/4 of 26-33-12, Chautauqua County, Kansas, filed March 19, 1930, in Book V, Page 352.

14. Right of Way dated April 20, 1915, by and between J.A. Smith, 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 36-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 449.
15. 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.
16. Right of Way dated May 6, 1915, by and between Enoch Todd, 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 NW/4 NW/4 of 36-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 454.
17. Right of Way dated March 12, 1930, by and between G.R. Webber, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NW/4 NW/4 of 36-33-12, Chautauqua County, Kansas, filed March 18, 1930, in Book V, Page 354.
18. Right of Way dated March 6, 1930, by and between Maggie Smith, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NE/4 NW/4 of 36-33-12, Chautauqua County, Kansas, filed March 11, 1930, in Book V, Page 352.
19. Right of Way dated March 24, 1930, by and between Henry Brandner, et al, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NW/4 NE/4 of 36-33-12, Chautauqua County, Kansas, filed March 31, 1930, in Book V, Page 360.
20. Right of Way dated April 13, 1915, by and between I.M. Chacey, 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 of 35-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book R, Page 453.
21. Oil and Gas Lease from 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 to Quail Run Oil & Gas, LLC, for a term of 5 years or as long as production, filed October 11, 2016, in Book 177, Page 225.
22. Mineral Severance in Quit Claim Deed dated November 16, 1953, by Clyde P. Graeber and Dorothy Dell Graeber, his wife, reserving all oil, gas and mineral rights with the right to enter upon, operate and remove the same, covering the NW/4 NE/4 & SW/4 NW/4 of 36-33-12, and other property, Chautauqua County, Kansas, filed January 27, 1954, in Book 66, Page 206.

6.00  
VV

STATE OF KANSAS }  
Chautauqua County }

EASEMENT FOR PIPE LINE

This instrument was filed for record  
on the 17 day of February  
1981 at 10:46 o'clock AM and was  
recorded in book 3  
on page 825  
Erleene Black  
REGISTRAR OF DEEDS

FOR AND IN CONSIDERATION of the sum of  
One Dollars (\$ 1.00 ) to us in hand  
paid, receipt of which is hereby acknowledged, Rigdon-Bruen Oil,  
a partnership, do es hereby grant, convey and  
warrant to Wells-Battelstein, Inc. \*\*  
its successors and assigns, a Right-of-Way to construct, reconstruct, renew,  
operate, maintain, inspect, alter, replace, repair and remove a pipeline, and  
(subject to the payments hereinafter provided) additional pipe lines, for the  
transportation of gas, oil, petroleum, or any of its products, water and other  
substances, and such drips, valves, fittings, meters and other equipment  
and appurtenances as may be necessary or convenient for such operations,  
and also construct, reconstruct, maintain, repair and remove telephone, tele-  
graph and electric power lines and poles, with their necessary appurtenances,  
over and through the following real estate in Chautauqua County,  
State of Kansas, to wit:  
In a North and South direction across the  
Southeast Quarter of Section 25, Township  
33 South, Range 12, East of the 6th P.M.

And also from time to time additional such pipe lines, telephone, telegraph and  
electrical lines and appurtenances, together with the right of ingress and egress  
at convenient points for such purposes; together with all rights necessary for  
the convenient enjoyment of the privileges herein granted. TO HAVE AND TO  
HOLD the same unto said Grantee, its successors and assigns, until said  
easement be exercised, and so long as any structure installed hereunder is  
used or remains thereon.

GRANTEE shall pay the same consideration as above expressed for  
each additional pipeline and its appurtenances installed; and shall also pay  
reasonable damages to growing crops, fences or improvements occasioned  
in laying, repairing or removing all lines, drips and valves. If the amount  
of damages be not agreed upon, it shall be determined by three disinterested  
persons, one appointed by the GRANTOR, one by the GRANTEE, and the third  
by the two so appointed, and their written determination of amount shall be  
final and conclusive.

IT IS UNDERSTOOD that the person securing this grant is without  
authority from Grantee to make any agreement in respect of the subject  
matter hereof not herein expressed.

EXECUTED this 5th day of January, 1981.

Rigdon-Bruen Oil, a partnership,  
BY: Harlan Seigler, partner.

\*\* - The Grantee herein referenced, Wells-Battelstein, Inc., is also known as  
Wells-Battelstein Oil & Gas, Inc., a Corporation of the State of Texas.

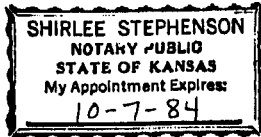
STATE OF KANSAS )  
 ) SS  
COUNTY OF CHAUTAUQUA )

BE IT REMEMBERED, that on this 29th day of January, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sharon Siegener, a partner of Rigdon-Bruen Oil, a partnership, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

My Commission Expires:  
October 7, 1984

*Shirlee Stephenson*  
Notary Public - Shirlee Stephenson



# GRANT OF EASEMENT

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

John M. Wall and wife, Beth K. Wall,  
and Sharon Siegener, Agent and Partner  
in Rigdon-Bruen Oil

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 construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove two pipelines, and other appurtenances, within the confines of a right of way Fifty 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 a ditch within which two pipelines not to exceed eight and five-eighths inches (8 5/8") in diameter will be laid side by side and 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, situated in the County of CHAUTAUQUA State of KANSAS to wit:

Those tracts or parcels of land being the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4), the East Half of the Southwest Quarter (E/2 of SW/4); the East Half of the Northwest Quarter (E/2 of NW/4) of Section 13, Township 33 South, Range 11 East; AND the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section 14, Township 33 South, Range 11 East, AND the West Half (W/2) of Section 19, Township 33 South, Range 12 East, more particularly described in those deeds as recorded in the Office of the Register of Deeds of Chautauqua County, State of Kansas, AND a tract or parcel of land being the Southeast Quarter (SE/4) of Section 25, Township 33 South, Range 12 East, AND the Southwest Quarter (SW/4) of Section 30, Township 33 South, Range 13 East, more particularly described as recorded in the Office of the Register of Deeds of Chautauqua County, State of Kansas.

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

It is agreed that the 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 lines.

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 that 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 that in the event the route of the 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 working space.

Grantor represents that the above described land (is) (is not) rented for the period beginning January 1 1981 to Jan. 1 1982 on (cash) (crop) basis to Oklahoma Land and Cattle Co.

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, and the rights herein granted may be assigned in whole or in part.

This easement is subject to the additional terms and conditions attached.

In Witness Whereof the said Grantor s have hereunto set their hands and seal \_\_\_\_\_, this 16 day of Dec., 19 81.

WITNESS:

STATE OF KANSAS } ss.  
Chautauqua County }  
This instrument was filed for record  
this 18 day of March  
1981 at 9:46 a.m. and duly  
recorded in book 44  
on page 44  
Estelle Black  
REGISTER OF DEEDS

John M. Wall  
John M. Wall  
Beth K. Wall  
Beth K. Wall  
Sharon Siegener  
Sharon Siegener, Partner

STATE OF KANSAS  
COUNTY OF CHAUTAUQUA } ss.

The foregoing instrument was acknowledged before me this the 16th day of December, 1981 by \_\_\_\_\_

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ of \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_ (State of Incorporation) \_\_\_\_\_

corporation on behalf of the corporation.

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

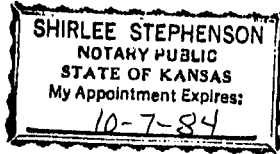
STATE OF KANSAS  
COUNTY OF CHAUTAUQUA } ss.

BE IT REMEMBERED, That on this 16th day of December, A.D., 1981 before me, a Notary Public in and for said County and State, Personally appeared John M. Wall and Beth K. Wall, his wife,

to me known to be the identical person se 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 October 7, 1984 Shirlee Stephenson Notary Public  
Shirlee Stephenson



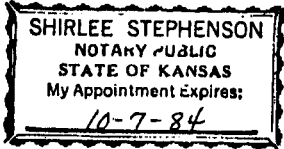
STATE OF KANSAS  
COUNTY OF CHAUTAUQUA } ss.

BE IT REMEMBERED, That on this 16th day of December, A.D., 1981 before me, a Notary Public in and for said County and State, Personally appeared Sharon Siegener, agent and partner in Rigdon-Bruen Oil

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, 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 10-7-84 Shirlee Stephenson 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 \_\_\_\_\_ to \_\_\_\_\_ Notary Public



EXHIBIT "A"

1. If severe Rock Conditions are encountered during construction of said pipelines Grantee agrees to restore the surface of the Easement to its former condition as near as reasonably practical.
2. Grantor(s) do hereby grant unto Grantee, its successors and assigns, the right to install, operate, maintain, remove and replace a Valve or Valves, with necessary fittings and appurtenances in connection with the construction, operation and maintenance of Grantee's pipelines together with the right of ingress and egress to and from same.
3. The Grantee and its successors and assigns shall have the right to erect a fence around said Valve or Valves.

8.00 ✓  
 Chautauqua County, KS  
 This instrument was filed for recd.  
 file # 19 do: # 1  
 1982 at 10:10 AM ck. # 1  
 recorded in book 9 of Misc  
 on page 235  
 Evelyn Black  
 REGISTER OF DEEDS

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to Ten Dollars per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route has been completed, and before construction is commenced, I, or we, BROUGHAM PROPERTIES, N.V. hereafter 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, herein-after 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 two pipelines, and other appurtenances, within the confines of a right of way, said right of way being 10 feet on the North/West side and 15 feet on the South/East side of a line to be surveyed and definitely established by the centerline of a ditch within which two pipelines not to exceed eight and five-eighths inches (8 5/8") in diameter will be laid side by side and 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 on routes approved in writing in advance by Grantor 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, subject to all leases, agreements and all rights of record and the Lease referred to below, situated in the County of CHAUTAUQUA, State of KANSAS, to-wit:

A tract or parcel of land being the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) and all of the Southwest Quarter (SW/4) of Section 25, Township 33 South, Range 12 East more particularly described in a Deed from D.E. Stine and Helen Stine to Brougham Properties dated February 27, 1980, and as recorded in Deed Book 82 at Page 32, in the Office of the Register of Deeds of Chautauqua County, State of Kansas.

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

MID-AMERICA PIPELINE COMPANY  
 RIGHT OF WAY AND CLAIMS  
 1000 SOUTH BALTIMORE  
 TULSA, OKLAHOMA

It is agreed that the pipelines to be laid and all other equipment installed under this grant shall be constructed at a depth of 3 feet below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use, improve 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 unreasonably interfere with the normal operation and maintenance of the said lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, ~~and~~ any and all damages to the Grantor's premises, including but not limited to crops, timber, fences, drain tile, or other improvements on said premises that 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 that in the event the route of the 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 working space.

The Grant of Easement herein is conditioned on Grantee's acceptance of the following terms:

1. In the event (i) Grantee shall not use, operate or maintain the easement herein granted for a consecutive period of two years, or (ii) Grantee fails to make any payments due under this Grant of Easement within 60 days of written request therefore, all right, privilege and interest herein granted shall terminate, and, whether the easement expires or terminates, Grantee agrees to execute all documents necessary to remove the easement herein granted from record.

2. Grantee agrees to indemnify and save harmless Grantor, its successors or assigns, from and against any and all costs, claims, liability, expense (including reasonable attorneys' fees) or actions arising out of or in connection with Grantee's exercise of its rights hereunder.

3. Notwithstanding anything contained in this easement to the contrary, Grantor hereby reserves the right to relocate, in a manner suitable to Grantee, at Grantor's sole cost, all or any part of said easement and all equipment and appurtenances thereto.

4. Grantee agrees (i) that Grantee shall bear the full expense of burying the pipeline and all other equipment and restoring the surface of the easement area (as the same may be improved by Grantor pursuant to the provisions of this easement) to the same condition existing prior to any activities by Grantee which alter the surface area; and (ii) that any activity shall be performed by Grantee in an expeditious manner consistent with accepted construction practice so as to minimize interference with Grantor's operations on the premises or adjacent premises.

5. Notwithstanding anything in this Grant of Easement, Grantee shall not install on the right of way any one piece of equipment which weighs over two tons or covers over twenty square feet.

6. Within four months after the termination or expiration of this Grant of Easement, Grantee shall, at Grantee's expense, remove from the easement premises all property of Grantee's on the easement premises, and any property not so removed may, at Grantor's election and without limiting Grantor's right to compel removal thereof, be deemed abandoned; provided, however, notwithstanding anything to the contrary in this right of way grant, the title to the pipeline shall vest in Grantor upon the termination or expiration of the Grant of Easement, and the same shall remain upon and be surrendered with the easement premises as a part thereof, without charge. Any damage to Grantor's property as a result of the removal of Grantee's property shall be repaired by Grantee at Grantee's sole expense.

7. Prior to commencing construction of any pipeline, Grantee shall deliver to Grantor a survey describing and indicating the location of the easement on Grantor's premises and the parties shall execute a document in the same form and with the same terms as this Grant of Easement specifically defining the Easement granted and releasing all properties herein granted but not included within such survey description.



- 622 -

212-K.C.H-34, 36, 46

# 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 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, JOHN M. WALL and wife, BETH K. WALL, and SHARON SIEGENER, Agent and Partner in Rigdon-Bruen Oil.

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 fifty 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:

Those tracts or parcels of land being the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4), the East Half of the Southwest Quarter (E/2 of SW/4); ~~the East Half of the Northwest Quarter (E/2 of NW/4)~~ of Section 13, Township 33 South, Range 11 East; AND the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section 14, Township 33 South, Range 11 East, AND the West Half (W/2) of Section 19, Township 33 south, Range 12 East, more particularly described in those deeds as recorded in the Office of the Register of Deeds of Chautauqua County, State of Kansas, AND a tract or parcel of land being the Southeast Quarter (SE/4) of Section 25, Township 33 South, Range 12 East, AND the Southwest Quarter (SW/4) of Section 30, Township 33 South, Range 13 East, more particularly described as recorded in the Office of the Register of Deeds of Chautauqua County, State of Kansas. WRT  
JMM  
SBW

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 19 on (cash) (crop) basis to Oklahoma Land & Cattle Co. as Tenants on Trust 34 & 36, Trust 46 as Tenant

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 3 have hereunto set their hand 3 and seal 15th this 15th day of April, 1985.

WITNESS: STATE OF KANSAS } ss. 600  
 Chautauqua County }  
 This instrument was filed for record VVV  
 on 20 day of June  
 1985 at 1:37 o'clock P M and duly  
 recorded in book 11 of page 11  
622  
Madeline Bruen  
 REGISTER OF DEEDS

John M. Wall  
 JOHN M. WALL  
Beth K. Wall  
 BETH K. WALL  
Sharon Siegener  
 SHARON SIEGENER, Partner

(Individual)

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

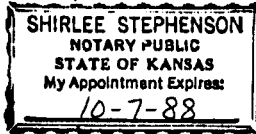
STATE OF KANSAS }  
COUNTY OF Chautauqua } SS.

BE IT REMEMBERED, That on this 15th day of April, A.D., 1985 before me, a Notary Public in and for said County and State, personally appeared JOHN M. WALL and wife, BETH K. WALL, and SHARON SIEGENER, Agent and Partner in Rigdon-Bruen Oil

to me known to be the identical person they 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 October 7, 1988 Shirlee Stephenson 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: \_\_\_\_\_

# 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, BROUGHAM PROPERTIES, N.Y.

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, ~~construct~~ 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 fifty feet in width, said right of way being fifteen feet on the North/West side and thirty-five feet on the South/East side of a line (to be ~~so~~ 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: on routes approved in writing in advance by Grantor

A tract or parcel of land being the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) and all of the Southwest Quarter (SW/4) of Section 25, Township 33 South, Range 12 East, more particularly described in a deed from D. E. Stine and Helen Stine to Brougham Properties dated February 27, 1980, and as recorded in Deed Book 82 at Page 32, in the Office of the Register of Deeds of Chautauqua county, State of Kansas.

subject to all leases, agreements and all rights of record including the lease referred to below,

and all other equipment installed the Grantor's premises, including, but not limited to,  
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 a of 3 feet ~~minimum~~ 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. improve

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. unreasonably

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 January 15, 19 82 to January 15, 19 87 on (cash) ~~rent~~ basis to Tom Blossom, Route 1, Sedan, Kansas

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, provided, however, any assignment or other transfer of the right herein granted without the prior written consent of Grantor shall be of no force or effect as in Witness Whereof the said Grantor has hereunto set its hand ~~and seal~~ this

29th day of May, 19 85 shall automatically and without further notice or agreement render this Grant of Easement null and void.

WITNESS: STATE OF KANSAS } ss. 900  
Chautauqua County }  
This instrument was filed for record  
this 20 day of June  
19 85 at 10:30 o'clock A Monday  
recorded in book 11 of 112  
on page 637  
M. Anne Green  
REGISTER OF DEEDS

BROUGHAM PROPERTIES, N.Y.  
BY: Jack N. Fingersh  
Jack N. Fingersh, Attorney

There is a Rider consisting of 2 pages attached hereto and incorporated herein.



(Individual)

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

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

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.

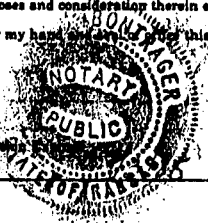
My commission expires \_\_\_\_\_ Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas }  
COUNTY OF Johnson } SS.

Before me, the undersigned authority, on this day personally appeared Jack N. Fingersh 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 BROUGHAM PROPERTIES for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 29th day of May, 19 85



Dicky M. Contreras  
Notary Public

My Commission Expires \_\_\_\_\_

This Rider attached to and forming a part of the Grant of Easement given by Brougham Properties, N.V. to MID-AMERICA PIPELINE COMPANY on this 29th day of May, 1985.

RIDER

The Grant of Easement herein is conditioned on Grantee's acceptance of the following terms:

1. In the event (i) Grantee shall not use, operate or maintain the easement herein granted for a consecutive period of two years, or (ii) Grantee fails to make any payments due under this Grant of Easement within 60 days of written request therefore, all right, privilege and interest herein granted shall terminate, and, whether the easement expires or terminates, Grantee agrees to execute all documents necessary to remove the easement herein granted from record.

2. Grantee agrees to indemnify and save harmless Grantor, its successors or assigns, from and against any and all costs, claims, liability, expense (including reasonable attorneys' fees) or actions arising out of or in connection with Grantee's exercise of its rights hereunder.

3. Notwithstanding anything contained in this easement to the contrary, Grantor hereby reserves the right to relocate in a manner suitable to Grantee, at Grantor's sole cost, all or any part of said easement and all equipment and appurtenances thereto.

4. Grantee agrees (i) that Grantee shall bear the full expense of burying the pipe line and all other equipment and restoring the surface of the easement area (as the same may be improved by Grantor pursuant to the provisions of this easement) to the same condition existing prior to any activities by Grantee

which alter the surface area; and (ii) that any activity shall be performed by Grantee in an expeditious manner consistent with accepted construction practice so as to minimize interference with Grantor's operations on the premises or adjacent premises.

5. Notwithstanding anything in this Grant of Easement, Grantee shall not install on the right of way any one piece of equipment which weighs over two tons or covers over twenty square feet.

6. Within four months after the termination or expiration of this Grant of Easement, Grantee shall, at Grantee's expense, remove from the easement premises all property of Grantee's on the easement premises, and any property not so removed may, at Grantor's election and without limiting Grantor's right to compel removal thereof, be deemed abandoned; provided, however, notwithstanding anything to the contrary in this right of way grant, the title to the pipe line shall vest in Grantor upon the termination or expiration of the Grant of Easement, and the same shall remain upon and be surrendered with the easement premises as a part thereof, without charge. Any damage to grantor's property as a result of the removal of Grantee's property shall be repaired by Grantee at Grantee's sole expense.

7. Prior to commencing construction of any pipe line, Grantee shall deliver to grantor a survey describing and indicating the location of the easement on Grantor's premises and the parties shall execute a document in the same form and with the same terms as this Grant of Easement specifically defining the Easement granted and releasing all properties herein granted but not included within such survey description.

8. Grantee shall keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the easement premises and pipe line, in which the limits of coverage shall not be less than \$3,000,000.00 (combined single limit bodily injury and property damage). Such policy shall also insure the indemnity agreement set forth in Section 2

hereof. Grantee shall deliver to Grantor a certificate of insurance (within 20 days hereof and each year on the anniversary of the date of this Grant of Easement) which shall provide the insurer shall give Granter 10 days advance notice of any material change in or cancellation of the policy.

Initialed By:           WF            
Grantor

          ABC            
Grantee

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, receipt and sufficiency of which is hereby acknowledged, Rigdon-Bruen, hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Petrolantic, Inc., its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove pipelines, and other appurtenances, within the confines of a right of way Twenty feet in width, which enters the Southeast Quarter (SE/4) of Section 25, Township 33, Range 12 at approximately 80 rods West of the East line continuing in a Southwesterly direction for approximately 200 rods along the East edge of the existing lease road and exiting the Southeast Quarter (SE/4) approximately 114 rods West of the East line, and 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, situated in the County of Chautauqua State of Kansas to wit:

*Original with Grantor  
 Recorded in book 1988  
 at 11:30 AM  
 on page 144  
 of State of Kansas  
 Register of Deeds*

SE 1/4 of Section 25, Township 33, Range 12

In the event construction has not begun within one (1) year from the date of the signing of this Easement, this Easement shall become null and void.

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 to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, except where above ground valves are required or permission from Grantor to lay line on top of ground is acquired. 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.

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 that 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 that in the event the route of the pipeline 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 working space.

Grantor represents that the above described land ~~(is)~~ (is not) rented for the period beginning \_\_\_\_\_, 19\_\_ to \_\_\_\_\_, 19\_\_ 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, and the rights herein granted may be assigned in whole or in part.

STATE OF KANSAS } es. 96 00 ✓  
 Chautauqua County }  
 This instrument was filed for record  
 this 20 day of January  
 1988 at 11:30 o'clock A M and duly  
 recorded in book 144 of State  
 on page 144  
Nathaniel Bruen  
 REGISTER OF DEEDS

IN WITNESS WHEREOF, these presents are hereby signed in duplicate, the day and year first above written.

RIGDON-BRUEN

BY: Sharon Siegener, partner

BY: John M. Wall

STATE OF KANSAS )  
COUNTY OF CHAUTAUQUA SS

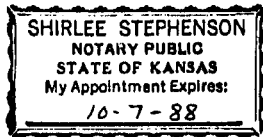
ACKNOWLEDGEMENT

BE IT REMEMBERED, That on this 13<sup>th</sup> day of January, 1988 before me, a Notary Public in and for said County and State, came John M. Wall and Sharon Siegener for Rigdon-Bruen to me personally known to be the identical persons who executed the above and foregoing instrument and who duly acknowledged the execution of the same.

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: 10-7-88

Shirlee Stephenson  
Notary Public



STATE OF KANSAS } ss. \$10.00 ✓  
Chautauqua County }

This instrument was filed for record  
this 28 day of January  
1988 at 10:00 o'clock A M and duly  
recorded in book 14 of Misc  
on page 151

GRANT OF EASEMENT

*Maxine Brim*  
REGISTERED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, BROUGHAM PROPERTIES, N.V., a Netherland Antilles corporation, hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and convey unto PRODUCERS SERVICE, INC., a Kansas corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege, and easement, at any time and from time to time construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove pipelines within the confines of a right of way twenty (20) feet in width, beginning at the South-west corner of the SE/4 of Section 24, Township 33, Range 12, and continuing East along the South property line for approximately 1,690, then turning 90 degrees South under the County road, entering the Northeast Quarter (NE/4) of Section 25, Township 33, Range 12, at a point approximately 950 feet from the East line, then South along the East side of the existing lease road for approximately 12,960 feet or ending at a point where the lease road leaves the NE/4 of Section 1, Township 34, Range 12, and enters the NW/4 of Section 5, Township 34, Range 13, (to the extent the foregoing is on the following described lands), and constructed for the transportation of natural gas and constituent liquids, together with the right of ingress and egress at routes designated by Grantor 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, subject to all matters of record, situated in the County of Chautauqua, State of Kansas, to-wit:

*Continuing Right of Way  
Created by Act of 1988 in  
Book No. 8 of Chautauqua County  
at 10:00 o'clock A M and duly  
recorded in book 14 of Misc  
on page 151*

SE/4 of Section 24, Township 33, Range 12; NE/4 NE/4  
and SW/4 NE/4 of Section 25, Township 33, Range 12;  
E/2 of Section 36, Township 33, Range 12; except the  
NW/4 SE/4 thereof; NE/4 of Section 1, Township 34,  
Range 12.

In the event construction has not begun on the Grantor's premises within six (6) months and completed within one (1) year from the date of the signing of this Easement, this Easement shall become null and void.

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

It is agreed that the pipeline to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, except where above ground valves are required or permission from Grantor to lay line on top of ground is acquired. Grantor and Grantor's tenants, licensees, invitees, agents, and employees shall have the right to fully use and enjoy the above described premises, and Grantor shall have the right to grant leases, easements, and licenses regarding such 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, which interfere with Grantee's operation of the pipeline, 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.

Grantee agrees to pay to the Grantor any and all damages to crops, timber, fences, drain title, equipment, livestock, pastures, roads, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder shall be made direct to the said Grantor.

Grantor hereby expressly agrees that in the event the route of the pipeline 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 and any tenant suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land is rented for the period beginning December 25, 1987, to December 24, 1988, on cash basis to Wesley Struthers and Vickie Struthers. Notwithstanding anything to the contrary contained herein, the parties hereto recognize that this Easement is subject to the above referenced lease and that a breach of the terms of this Easement by a tenant or subtenant shall not be interpreted as being a breach of this Easement by Grantor.

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. Grantee shall not assign this Easement, in whole or in part, without the express written consent of Grantor, which consent shall not be unreasonably withheld.

This Easement includes a Rider attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, these presents are hereby signed in duplicate as of the 18<sup>th</sup> day of January, 1988.

GRANTOR

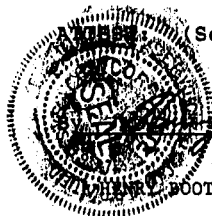
BROUGHAM PROPERTIES, N.V.

By [Signature]  
Name: Jack N. Fingersh JACK N. FINGERSH  
Title: Attorney

GRANTEE

PRODUCERS SERVICE, INC.

By [Signature]  
Name: H.E. Boots  
Title: President

(Seal)  
  
[Signature]  
Secretary  
BOOTS, JR.



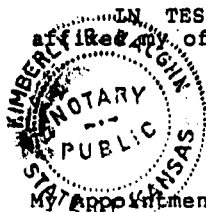
ACKNOWLEDGMENTS

STATE OF Kansas

COUNTY OF Johnson, SS:

BE IT REMEMBERED that on this 18<sup>th</sup> day of January, 1988, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Sack N. Fingetsh, Attorney of Brougham Properties, N.V., a Netherlands Antilles corporation, ~~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.



Kimberly B. Vaughn  
NOTARY PUBLIC KIMBERLY B. VAUGHN

My Appointment Expires:  
10-27-90

STATE OF KANSAS

COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this 20<sup>th</sup> day of JANUARY, 1988, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came H.E. BOOTS and H.E. BOOTS, JR., President and Secretary, respectively, of Producers Service, Inc., a corporation incorporated and existing under and by virtue of the laws of Kansas, and 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 corporation, and such persons 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.



Jon R. Viets  
NOTARY PUBLIC JON R. VIETS

My Appointment Expires:  
February 28, 1990

//DES/R-brougham  
1/18/88

RIDER

This Rider is attached to, and forms a part of, the Grant of Easement between Brougham Properties, N.V. , as "Grantor", and Producers Service, Inc., as "Grantee", dated January 18, 1988. If there is any conflict between the terms of the Grant of Easement and this Rider, the terms of this Rider shall prevail and be binding on the parties.

1. The Grant of this Easement is conditional upon Grantee paying Grantor the amount of \$2.50 per rod of pipeline to be constructed upon land owned by Grantor, and Grantee agrees to pay such amount to Grantor before entering upon land owned by Grantor. All costs and expenses incurred in constructing the pipeline shall be borne exclusively by Grantee. In the event that Grantor desires to sell natural gas to Grantee, upon negotiation of a mutually satisfactory gas purchase contract, Grantee agrees that any charge made to Grantor for tapping into said pipeline and for the metering of natural gas, shall not exceed the actual expenses incurred by Grantee therefor.

2. Grantee agrees to indemnify and save harmless Grantor, and the officers, agents, employees and servants of Grantor from and against any and all claims, actions, liability and expense arising from or out of Grantee's and/or Grantee's employees, agents', servants' and/or independent contractors' activities on or outside of land owned by Grantor, except to the extent the same is caused by the willful or negligent act or omission of Grantor, its agents, employees or servants. If any action or proceeding is brought against Grantor by reason of any of the aforementioned causes, Grantee, upon receiving notice thereof from Grantor, agrees to defend such action or proceeding by adequate counsel at Grantee's expense.

3. At the time of entry on land owned by Grantor and throughout the term of this Easement, Grantee shall have in force with an insurance company authorized to do business in the state of Kansas and which has a Best's Insurance Guide Rating of A+;XV, a comprehensive public liability insurance policy with single limits coverage of at least \$500,000.00 which also (i) insures performance by Grantee of the indemnity agreement set forth in the preceding section, (ii) insures against liability arising from the existence and/or construction of the gas lines to be constructed and operated by Grantee, and (iii) insures against liability resulting from any pollution which may result from Grantee's activities. The policy shall also name Grantor as an additional insured. Grantee shall provide Grantor with a certificate or other evidence of such insurance prior to Grantee entering upon land owned by Grantor, which shall provide that the insurer will give Grantor 10 days written notice prior to any cancellation of, lapse or material change in the insurance. In addition to the above described insurance, Grantee agrees that every workman entering upon land owned by Grantor shall be covered by workmans compensation insurance in accordance with the laws of the State of Kansas.

4. Grantee agrees to promptly restore and repair to its original condition any damage to land owned by Grantor caused by the construction, existence, maintenance or removal of said pipeline, or caused by Grantee and/or Grantee's employees, agents, servants, and/or independent contractors, including, without limitation, the restoration of the surface of the land to its original grade and the reseeding of annual grasses.

Grantor \_\_\_\_\_

Grantee AB

5. Grantee agrees to maintain said pipeline in good condition and repair at all times at Grantee's sole expense, provided however, Grantor may repair said pipeline (i) in the event of an emergency, or (ii) if Grantee fails to repair said pipeline within ten (10) days after receipt of written notice from Grantor, and Grantee agrees to promptly pay Grantor for the total cost of such repairs upon receipt of an itemized statement.

6. Grantee agrees to conduct Grantee's activities, and to cause Grantee's employees, agents, servants, and/or independent contractors to conduct their activities in a manner that will (i) minimize interference, and (ii) not unreasonably interfere, with the activities of Grantor and/or Grantor's agents, designees, licensees and tenants.

7. The grant of this Easement shall expire on the date which Grantee permanently ceases to use said pipeline for the transportation of natural gas; provided, however, Grantee's covenants and obligations contained in this Easement shall survive such expiration. Grantee shall be deemed to have permanently ceased use of said pipeline after cessation of transmission of natural gas through the pipeline upon property owned by Grantor for two hundred and ten (210) days out of three hundred and sixty (360) consecutive days.

8. In the event Grantee fails to fully perform all Grantee's covenants and obligations contained herein within fifteen (15) days after receipt of notice from Grantor of such failure (it being agreed that such failure, other than the failure to pay money, which is of such a character that rectification thereof reasonably requires longer than said 15 day period, shall be deemed cured within such period if Grantee commences the rectification thereof within such 15 day period and completes the same with due diligence), Grantor may, at Grantor's sole option and without limitation of Grantor's additional legal and equitable remedies, declare the Easement terminated by written notice to Grantee; provided, however, Grantee's covenants and obligations contained in this Easement shall survive such termination.

9. Upon the expiration or termination of this Easement, Grantee agrees, at Grantee's sole expense, to promptly remove from the land owned by Grantor said pipeline and all materials and equipment connected therewith, to the extent that said pipeline, equipment and materials interfere with Grantor's use of the land, and restore the land owned by Grantor in accordance with Section 4 of this Rider. Grantee shall commence the removal required by this paragraph, within fifteen (15) days after receipt of notice of expiration or termination, and complete said removal and restoration within forty-five (45) days after the receipt of such notice. If Grantee fails to so remove, Grantor may, at Grantor's sole option and without limitation of Grantor's additional legal and equitable remedies, declare said pipeline and any remaining equipment and materials to be abandoned by Grantee and (i) use, destroy or neglect said pipeline, equipment and materials without liability or further obligation to Grantee, Grantee's successors or assigns, or (ii) remove any remaining pipeline, equipment and materials required to be removed by Grantee pursuant to this paragraph, and Grantee shall promptly pay Grantor for the cost of such removal and restoration of the land upon receipt of an itemized statement. Any remaining pipeline, equipment and materials which Grantee is not required by this paragraph to remove, and which Grantee does not remove, shall, at Grantor's option, become the property of Grantor upon expiration or termination of this Easement.

10. Any notice required by this Easement shall be deemed to given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Grantor         

Grantee

To Grantor - c/o Brown, Koralchik & Fingersh  
9401 Indian Creek Parkway, Suite 1100  
P. O. Box 25550  
Overland Park, Kansas 66210  
Attention: Charles F. Miller

To Grantee -

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days notice thereof.

11. In any action or proceeding brought by either party hereto to enforce any covenant or obligation contained herein, the prevailing party shall be entitled to recover all expenses therefor, including reasonable attorneys' fees.

12. If Grantee shall fail to pay any sum owing Grantor when the same is due and payable, Grantee shall be obligated to pay Grantor, from the date due thereof until paid, interest at a per annum rate equal to the rate quoted as its prime rate by any Kansas bank selected by Grantor and having capital and surplus of at least \$50,000,000.00.

13. Notwithstanding anything contained in this Easement to the contrary, Grantor hereby reserves the right, provided Grantor causes Grantee to be provided with a reasonably suitable alternative location, to relocate or cause Grantee to relocate, at Grantor's sole cost, all or any part of said pipeline.

14. Nothing contained herein shall be deemed to be a representation by Grantor of the authority to grant Grantee any rights connected with property owned or controlled by any governmental entity, including, without limitation, any road, and Grantee shall be solely responsible for obtaining permission from all necessary governmental units in order to commit acts relating to property subject to governmental control.

Grantor \_\_\_\_\_  
Grantee AB

Lizzie Bryant, w  
to  
Union Gas Corporation,

Filed March 11, 1930, 2:15 P.M.  
D.H. Stough,  
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, Lizzie Bryant, a single lady of Elk City, Kansas, A.P.D #3, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain, and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua County, State of Kansas, described as follows,

The NE 1/4 of Sec. 25, and South 1/2 of NE 1/4 Sec 26, all in Twp 33, range 12. with ingress and egress to and from the same. The said grantor, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damage which may arise to crops and fences from the laying, maintaining and operating said lines; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor heirs or assigns, one by said grantee, successors or assigns and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of March A.D. 1930.

Signed, sealed and delivered in presence of Lizzie Bryant

State of Kansas, County of Montgomery, SS.

On this 6th day of March, 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lizzie Bryant, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free act and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of March, 1930.  
(SEAL) My commission expires July 6, 1930. J. Christenson, Notary Public

Maggie Smith, w  
TO  
Union Gas Corporation,

Filed March 11, 1930, 2:20 P.M.  
D.H. Stough,  
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, Maggie Smith and J.A. Smith, her husband, of Peru, Kansas, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua county, State of Kansas, described as follows:

The NE 1/4 of NE 1/4 of Sec 36, Twp 33, Range 12 with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damage which may arise to crops and fences from the laying, maintaining and operating said lines; said damage if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

In witness whereof, the parties hereto have set their hands and seals this sixth day of March, 1930.

Signed, sealed and delivered in the presence of Mrs. Maggie Smith, Administrator  
for J.A. Smith,  
Maggie Smith.

State of Kansas,  
County of Chautauqua, SS.

On this 6th day of March, 1930, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Maggie Smith for herself and as administrator of J.A. Smith, estate, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of March, 1930.  
(SEAL) My commission expires Dec. 31, 1932. Nina L. Marlow, Notary Public

S.H. Hays, et ux, w  
TO  
Union Gas Corporation,

Filed March 12, 1930, 1:06 P.M.  
D.H. Stough,  
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, S.H. Hays and wife Alma Hays, do hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, on, over and through certain lands, situate in Chautauqua county, State of Kansas, described as follows:

The S 1/2 of the NE 1/4 of Section 10, township 34, range 13. with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to

Right of Way and Damages.

J. A. Smith & wife.  
to  
Gas Pipe Line Corp.

Filed June 7, 1915 11 AM  
W. A. Tanksley  
Register of Deeds.

Right of Way Contract.

For and in consideration of the sum of \$ Eight Dollars to us in hand paid, receipt of which is hereby acknowledged, J. A. Smith and "Margaret Smith" 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 a Pipe Line for the transportation of oil and gas, and, if necessary, erect, maintain, and operate Telegraph and Telephone Line.

Said sum is acknowledged as full consideration for right-of-way. Grantee 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 Chautauque County Kansas State described as follows, to wit: The North East Quarter of the North West Quarter Section 36 Town 33 Range 12. In Witness Whereof, The Grantor has hereunto set our hand and seal this 20th day of April 1915.

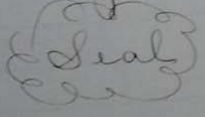
J. A. Smith X his mark (seal)  
Margaret Smith (seal)

State of Kansas }  
County of Chautauque }

On this 20th day of April 1915 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. A. Smith and Margaret Smith 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 20th day of April 1915.  
my Commission expires Oct. 27th. 1915.

Urban S. Gibbs.  
Notary Public.



Register of Deeds

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. Beas*  
REGISTER OF DEEDS

AGREEMENT made this 5<sup>th</sup> 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.

"Operator"

Perkins Oil Enterprises, Inc.

By: *James R. Perkins*  
James R. Perkins, President

"Owners"

Mac-O-Chee Farms, L.P.

by Perkins Development, Inc., General Partner

By: *James R. Perkins*  
James R. Perkins, President

The E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007

By: *E. Wayne Willhite Trustee*  
E. Wayne Willhite, Trustee

By: *Eugena L. Willhite Trustee*  
Eugena L. Willhite, Trustee

STATE OF KANSAS )  
  ) SS:  
COUNTY OF *New Territory* )

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 Development Inc., General Partner of Mac-O-Chee Farms, L.P., a limited partnership 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 corporation and limited partnership, and such person duly acknowledged the execution of the same to be the act and deed of said corporation and limited partnership.

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

My Appointment Expires:  
*July 29, 2016*

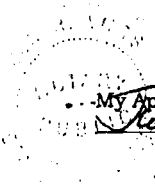
*Jon R. Viet*  
NOTARY PUBLIC *Jon R. Viet*




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.



My Appointment Expires: July 28, 2018

  
NOTARY PUBLIC Jan R. Vietz


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.



My Appointment Expires: July 28, 2018

  
NOTARY PUBLIC Jan R. Vietz

**EXHIBIT "A"**

**BROUGHAM AND ADJACENT RANGLANDS**  
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. Frankesley 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 crop 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. Frankesley 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. Frankesley  
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 Recds.

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 <sup>and</sup> 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

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 9th day of March, 1930.

L.G. Parsons, Notary Public

(SEAL) My commission expires Jan 30, 1934.

Mrs. Caroline Williams, w  
TO  
Union Gas Corporation,

Filed March 12, 1930, 1:20 P.M.  
D.H. Stough,  
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid, when such grant shall be used or occupied, Mrs. Caroline Williams, a widow, does hereby grant, to Union Gas Corporation, successors or assigns the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe line for the transportation of oil or gas, on, over and through certain lands, situate in Chautauqua county, state of Kansas, described as follows:  
The SE 1/4 of section 8, township 34, range 13, with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said line; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive, and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

In witness whereof, the parties hereto have set their hands and seals this 9th day of March, A.D. 1930.

Caroline Williams.

Signed, sealed and delivered in the presence of  
C.E. Graves.

State of Kansas, county of Montgomery, SS.  
On this 9th day of March, 1930, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared Caroline Williams, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same and her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 9th day of March, 1930.

L.G. Parsons, Notary Public

(Seal) My commission expires Jan 30, 1934.

G. R. Webber et ux w  
to  
Union Gas Corp.

RIGHT OF WAY Contract

Filed March 18, 1930 9:35 A.M.  
D. H. Stough,  
Register of Deeds.

FOR AND IN CONSIDERATION OF THE SUM OF one Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per rod for each line, to be paid when such grant shall be used or occupied, G.R. Webber, and Clara D. Webber, his wife of Sedan, Kansas, does hereby grant to Union Gas Corporation successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe line for the transportation of oil or gas, and if necessary erect, maintain and operate telephone lines, on, over and through certain lands, situate in Chautauqua County, State of Kansas described as follows:

The NW 1/4 of NW 1/4 of Sec. 36 Twp 33 Range 12, with ingress and egress to and from the same. The said grantors heirs or assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said line; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12 day of March, A.D. 1930

G. R. Webber (Seal)

Signed Sealed and Delivered in the presence of Clara D. Webber (Seal)

STATE OF KANSAS  
County of Chautauqua, SS

On this 12 day of March 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. R. Webber and Clara D. Webber his wife, to me known to be the identical persons 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 12 day of March, 1930.

E. J. Funk,  
Notary Public.

My commission expires 2/13/34

Geo. P. St. John et ux w  
to  
Union Gas Corporation

RIGHT OF WAY

Filed March 19 1930 1:00 P.M.  
D.H. Stough,  
Register of Deeds.

FOR AND IN CONSIDERATION of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid, when such grant shall be used or occupied, Geo. P. St. John, et ux, does hereby grant, to Union Gas Corporation, successors or assigns the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe line for the transportation of oil or gas, on, over and through certain lands, situate in Chautauqua county, state of Kansas, described as follows:



Lizzie Bryant,
to
Union Gas Corporation,

Filed March 11, 1930, 2:15 P.M.
D.H. Stough,
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, Lizzie Bryant, a single lady of Elk City, Kansas, R.F.D. #3, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain, and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua County, State of Kansas, described as follows:

The NW 1/4 of Sec. 25, and South 1/2 of Sec. 26, all in Twp 33, range 12. with ingress and egress to and from the same. The said grantor, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor heirs or assigns, one by said grantee, successors or assigns and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN witness whereof, the parties hereto have set their hands and seals this 6th day of March A.D. 1930.

Signed, sealed and delivered in presence of Lizzie Bryant

State of Kansas, County of Montgomery, SS.

On this 6th day of March, 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lizzie Bryant, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free act and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of March, 1930.
(SEAL) My commission expires July 6, 1930. J. Christensen, Notary Public

Maggie Smith,
TO
Union Gas Corporation,

Filed March 11, 1930, 2:20 P.M.
D.H. Stough,
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, Maggie Smith and J.A. Smith, her husband, of Peru, Kansas, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua county, State of Kansas, described as follows:

The NW 1/4 of Sec 36, Twp 33, Range 12 with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

In witness whereof, the parties hereto have set their hands and seals this sixth day of March, 1930.

Signed, sealed and delivered in the presence of Mrs. Maggie Smith, Administrator
for J.A. Smith,
Maggie Smith.

State of Kansas,
County of Chautauqua, SS.

On this 6th day of March, 1930, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Maggie Smith for herself and as administrator of J.A. Smith, estate, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of March, 1930.
(SEAL) My commission expires Dec. 31, 1932. Mina L. Morrow, Notary Public

S.H. Kays, et ux,
TO
Union Gas Corporation,

Filed March 12, 1930, 1:08 P.M.
D.H. Stough,
Register of Deeds.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION, of the sum of One dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant shall be used or occupied, S.H. Kays, and wife Alma Kays, do hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, on, over and through certain lands, situate in Chautauqua county, State of Kansas, described as follows:

The SE 1/4 of the NW 1/4 of Section 10, township 34, range 13. with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to



J. M. Chacey,  
to  
Gas Pipe Line Corporation

Filed June 7<sup>th</sup> 1915, at 11 o'clock A.M.  
W. H. Tankley,  
Register of Deeds.

Right of Way Contract.

For and in consideration of the sum of \$ Sixteen to us in hand paid, receipt of which is hereby acknowledged J. M. Chacey and N. C. Chacey 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, Pipe line for the transportation of oil and gas, and, if necessary, erect, maintain, and operate Telegraph and Telephone line. Said sum is acknowledged as full consideration for right-of-way. Grantor to be responsible for damages to growing crops and fences occasioned by this line and making future repairs to said line covering certain lands in Chautauqua County, Kansas State, described as follows, to-wit: The N. E.  $\frac{1}{4}$  Sec. 35, Town 33, Range 12.

In Witness Whereof, The Grantor has hereunto set our hand and seal this 13<sup>th</sup> day of April 1915

State of Kansas, } J. M. Chacey, (seal)  
County of Chautauqua } N. C. Chacey, (seal)

On this 13<sup>th</sup> day of May, 1915, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared J. M. Chacey and N. C. Chacey, her husband, 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 13<sup>th</sup> day of May, 1915.  
My Commission Expires Jan. 22, 1918.

A. S. Wilcox,  
Notary Public.

(Seal)

Mfg. Recorded in Book 38 Mfg.  
Page 79, Nov 23 1910  
W. H. Tankley  
Register of Deeds

STATE OF KANSAS )  
Chautauqua County } ss \$103.00 ✓  
This instrument was filed for  
record this 11 day of Oct.  
2014 at 9:00 o'clock AM and  
duly recorded in book 177  
of records on page 225

*Laura C. Bess*  
REGISTER OF DEEDS

OIL AND GAS LEASE

THIS LEASE made and entered into this 5<sup>th</sup> day of October, 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 dated November 29, 2007, hereinafter called Lessor (whether one or more), to Quail Run Oil & Gas, LLC, hereinafter called Lessee.

1. Grant. The Lessor, for and in consideration of TEN OR MORE DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto Lessee for the purposes of investigating, exploring by geophysical and other means, drilling, producing, saving, taking, owning, gathering, transporting, storing, handling, processing, treating, and marketing oil, liquid hydrocarbons (including, but not limited to, distillates and condensates), and all gases (including, but not limited to, casinghead gas, methane gases from coals and shales, and helium) and all other constituent substances produced therewith, and to the extent reasonably necessary or convenient to enable Lessee to carry out said purposes the rights granted include the rights of constructing, operating and maintaining pipelines, flowlines, gathering lines, compressors, tank batteries, electric lines, roadways, metering facilities and equipment, facilities for the injection of water, other fluids and gaseous substances into subsurface strata, and erecting other facilities, structures, and equipment required by Lessee for said purposes, such grant covering and pertaining to all of the land (together with any reversionary rights and after acquired interest therein) situated in the County of Chautauqua, State of Kansas, and described in Exhibit "A" attached hereto, herein called the "leased premises". The rights granted include the right to use, free of cost, oil, gas and water produced from Lessee's wells for the conduct of Lessee's operations.

2. Term. This lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil, gas or other products covered hereby are produced from the leased premises, or the leased premises are being developed or operated, including by dewatering operations preliminary to the production of gases, or the term is otherwise perpetuated as provided herein.

3. Royalty. In consideration of the rights herby granted Lessee covenants and agrees:

- (a) To deliver to the credit of Lessor, as royalty, one-eighth (1/8) part of the oil or other liquid hydrocarbons produced, saved and marketed from the leased premises, said payments to be made monthly.
- (b) To pay Lessor, as royalty, for gas of whatsoever nature or kind (with all of its constituents) produced and sold, one-eighth (1/8)

of the proceeds at the wellhead, or when used off the leased premises or used on the leased premises by Lessee for any purpose other than for the development, operation, gathering, or processing thereof, or used in the manufacture of any products therefrom, one-eighth (1/8) of the market value of the gas at the well head, said payments to be made monthly. Market value at the well head shall mean the value, net of all treatment, transportation, and processing between the well head and a readily available market for sale.

4. Shut-In Royalty. When gas is not being sold or used and a gas well capable of producing in paying quantities is shut in or has commenced dewatering operations on the leased premises, whether or not said well has theretofore actually produced, and there is no current production of oil or gas or operations on the leased premises sufficient to keep this lease in force beyond the primary term, this lease shall, nonetheless, remain in full force and effect, and it will be deemed that gas is being produced, if Lessee pays or tenders to Lessor \$1.00 per net mineral acre annually as shut-in royalty, payable at the end of each yearly period during which such gas is not sold or used.

5. Paid Up. This is a paid up lease. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

6. Continuous Operations. If, at the expiration of the primary term of this lease, there is no well on the leased premises which is capable of producing oil or gas in paying quantities, but Lessee is then engaged in drilling or reworking operations, then this lease shall continue in force so long after the primary term as drilling or reworking operations are being conducted on said land and drilling or reworking operations shall be considered to be conducted if not more than one-hundred-twenty (120) consecutive days shall lapse between the completion or abandonment of a well and the beginning of operations for the drilling or reworking of the well or another well whether such completion or abandonment occurred during or after the primary term.

7. Bury Lines. Lessee shall bury pipelines associated with this lease to the extent practicable.

8. Proximity. No well shall be drilled nearer than 300 feet to the dwelling or barn, any other improvement and ponds, if any, located on the leased premises, without the written consent of Lessor.

9. Risks. All of Lessee's operations shall be conducted at the sole cost, risk and expense of Lessee, and Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims, liens, demands, judgments and liabilities of whatsoever nature arising out of Lessee's operations.

10. Damages. Lessee shall pay for damages caused by its operations to growing crops and pasture on the leased premises. If Lessor and Lessee cannot agree as to the amount of damages, a third party acceptable to Lessor and Lessee and knowledgeable of the value of growing crops shall determine the amount of damages.

11. Roads. Lease roads shall be no wider than twenty (20) feet and there shall be no more than one (1) lease road to each well.

12. Protection. All wells and tank batteries shall have cattle-proof fences or panels surrounding the same.

13. Remediation. Lessee shall exercise due diligence in addressing oil and/or saltwater spills and Lessee shall use due diligence in all development and production activities so as to minimize damage to the real estate. All temporary pits shall be backfilled and surface restored following completion of operations.

14. Entirety and Exceptions. If Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may at the election of the Lessee be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire area of the leased premises. Provided, however, if the Lessee reasonably determines that production or potential production from the wells on separate tracts do not significantly draw on common sources of subterranean supply, or that separate tracts may be more efficiently operated as separate units, then the Lessee may elect not to treat the royalty as an entirety, and in that event shall separately measure production and pay the royalty to the owner of the separate tracts from which production is actually obtained. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil or gas produced from such separate tracts.

15. Assignment. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs, executors, administrators, successors or assigns. However, no change in or division of the ownership of the right to receive royalties, delay rentals or other payment to Lessors hereunder, whether such change is by assignment, partition or otherwise, shall operate to increase or enlarge the obligation or to diminish the rights of Lessee hereunder. No change in the ownership of the land or assignment of royalties shall be binding on Lessee until after Lessee has been furnished with a written transfer or

deed or a true copy thereof. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

16. Easement. Lessor grants to Lessee one or more easements for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing pipelines for the transportation of water, brines, oil, gas and other substances, for electric line(s), and for ingress and egress at locations to be determined by Lessee on, in, over and through the land described hereinabove. The centerline of such easements shall be the center of the pipeline(s), electric line(s) or ingress/egress roads as actually laid. Lessee will consult with Lessor on course, route and direction of easements so as to minimize interference with surface use by Lessor. Pipeline(s) and electric line(s) shall be buried when reasonably practicable below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such pipeline(s) and electric line(s) and roads. The easement (s) hereby granted shall be construed as if conveyed by separate instrument, without regard to the oil and gas lease or the term or limitation thereof; provided, however, that if use of such easement and right of way is not actually commenced within the term of this oil and gas lease or extension or renewal thereof then the easement right granted hereunder shall cease. The easement(s) granted are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said lease, which rights are not hereby diminished or affected, it being understood that the easement(s) provide for transporting products mentioned herein which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. The easement(s) granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said oil and gas Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes herein mentioned.

17. Injection/Disposal. Lesser hereby grants unto the Lessee the privilege to drill, complete, operate and maintain one or more wells for the subsurface injection and or disposal of brines and other fluids and gases whether produced from the lands covered hereby or from other lands adjacent thereto or in the vicinity thereof, and for purposes of repressurization or other enhance recovery techniques to inject gases or fluids from foreign sources which Lessee may deem conducive and useful to its operations. The Lessee's right to use and operate wells may be continued beyond the term of this lease by the payment to Lessor of an annual fee of \$1,000 per well, which payment shall cover the use of such well and reasonable surface facilities useful or necessary to the operation thereof. The annual fee shall be due within 30 days after

expiration of the lease and on the anniversary of the first payment date thereafter continuing until Lessee shall cease the use of such well and plug the same.

18. Access. Lessor grants Lessee access to the lands covered hereby through any adjacent or contiguous lands owned by the Lessor for purposes of ingress and egress and for the purposes of installation, repair, maintenance and replacement of any gathering lines or disposal lines such grant specifically including:

- (i) Existing access road, gathering lines and disposal lines, running on a course from Independence Road along the North line of E/2NE/4 25-33S-12E thence Southwesterly to the Lease Yard described in paragraph 19, below; and
- (ii) Gathering lines and disposal lines running on a course North from the E/2 12/33S-12E through the SE/4SE/4 and NE/4SE/4 1-33S-12E.

19. Lease Yard. Lessee shall have the right to maintain a lease yard in the SE/4SW/4NE 25-33S-12E to stage, store, repair, maintain and utilize oil field parts, supplies, equipment, pipe and rolling stock for and in connection with Lessee's operations upon said lease yard, the lands covered hereby, and other lands in the general vicinity hereof, such rights to continue for the term of this oil and gas lease, by extensions or renewals hereof, and for 5 years thereafter. The rights hereby granted with respect to the lease yard include the right to produce oil and gas therefrom and to conduct injection/disposal operations as provided in paragraph 17, above (including the right to perpetuate the same by the payment of the annual rental specified therein if such rights are not otherwise preserved by the terms hereof).

20. Surrender. Lessee may at any time and from time to time surrender this lease as to all or any part of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county, and thereafter Lessee shall be relieved of all obligations accruing hereunder as to the portion of the leased premises so surrendered.

21. Removal. Lessee shall have the right for a reasonable time not to exceed 180 days after surrender or termination of the lease to remove all equipment and fixtures placed on the leased premises, including the right to draw and remove casing.

22. Breach. In the event the Lessor, at any time, considers that operations are not being conducted in compliance with this lease or that Lessee is otherwise in breach of, or in non-compliance with, any term of this lease, either express or implied, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach or non-



compliance hereof, and Lessee shall have 60 days after receipt of such notice in which to commence any operations or other activities that are then legally necessary to comply with the requirements hereof. After the expiration of the 60 day period Lessor shall have the right to pursue all legal and equitable remedies.

23. Applicable Laws. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and producing of wells, and the price of oil, gas and other substances covered hereby.

24. Force Majeure. When drilling, reworking, producing or other operations are prevented or delayed by such laws, rules, regulations or orders, or by operation of force majeure, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and if such prevention or delay shall occur during the primary term the period of such prevention or delay shall be added to the primary term hereof. If any such prevention or delay should commence after the primary term hereof, Lessee shall have a period of 120 days after the termination of such period of prevention or delay within which to commence or resume drilling, producing or other operations hereunder, and this lease shall remain in force during such period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, producing or other operations are so prevented, delayed or interrupted.

25. Title. Lessor hereby grants and warrants to the Lessee all of the rights granted to the Lessee under this lease and warrants that Lessor has merchantable title to the leased premises, subject to mortgages and easements of record, and that Lessor has full and exclusive right to lease the same. Lessor further warrants and agrees to defend the title to the leased premises and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty, shut-in royalty, or rentals accruing hereunder.

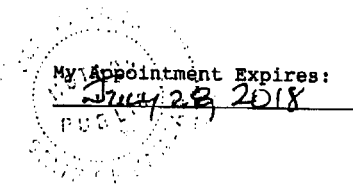
26. Entire Agreement. This instrument contains the entire agreement of the parties and it may not be changed or modified except by subsequent written agreement signed by both parties.



STATE OF KANSAS )  
 )  
COUNTY OF Montgomery ) ss

BE IT REMEMBERED that on this 5<sup>X</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 Revocable Trust U/A dated November 29, 2007, Lessors shown above, 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 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.



J. R. Viets  
NOTARY PUBLIC J. R. VIETS

**EXHIBIT "A"**

Township T33S, R12E, Chautauqua County, Kansas

- Section 1: Easement only for gathering and disposal pipelines through the NE/4SE/4 and the SE/4SE/4. ✓
- Section 12: NE/4, N2SE/4, and S/2SE/4 East of former location of the Missouri Pacific Railroad Right-of-Way. ✓
- Section 13: All of the N/2 lying South and East of the location of the Missouri Pacific Railroad Right-of-Way, the SE/4, and the SW/4, except an undivided one-half (1/2) of the oil, gas and other minerals in the N/2NW/4SW/4 of said Section 13. ✓
- Section 14: E/2SE/4, except an undivided one-half (1/2) of the oil, gas, and other minerals. ✓
- Section 23: NE/4NE/4 ✓
- Section 24: N/2NW/4 and E/2 ✓
- Section 25: SE/4SW/4NE/4 (Lease Yard) ✓

Township 33 South, Range 13 East, Chautauqua County, Kansas

- Section 7: NW/4, W/2SW/4 ✓
- Section 18: N/2NW/4 ✓
- Section 19: The NW/4SW/4, and also the North 1155 feet of the West 660 feet of the NW/4 ✓

AS WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL)

Trine Misseth  
Notary Public in and for said  
County and State.

My commission expires April 9th, 1947.

#####

66/7d

Clyde P. Graeber, et ux  
To  
Helen M. Davis, et al

Filed: January 27, 1954, 9:10 A.M.  
Ruby M. Folk  
Register of Deeds

QUIT CLAIM DEED

THIS INDENTURE, Made this 16th day of November, in the year A.D. 1953, between CLYDE P. GRAEBER and DOROTHY DELL GRAEBER, his wife, 1008 Thompson Building, Tulsa 3, Oklahoma, of the first part, and Helen M. Davis, One-Half (1/2) Interest; Jacqueline D. Andrews, One-Eighth (1/8) Interest; Daphne D. Machnic, One-Eighth (1/8) Interest; True Davis, Jr., One-Eighth (1/8) Interest; Dexter D. Davis, One Eighth (1/8) Interest of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of ----- Six Hundred and No/100 (\$600.00)-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, do hereby quit claim grant, bargain, sell and convey unto said parties of the second part and to their heirs and assigns, forever, all right, title, interest and estate, both at law and in equity of, in and to the following described real estate situate in the County of Chautauqua State of Kansas to-wit:

To the Surface Rights only in the following described land:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-six (36), Township Thirty-three (33) South, Range Twelve (12) East of the 6th P.M.

Reserving and excepting all oil, gas and mineral rights with the right to enter upon, operate and remove same.

(Documentary Stamps \$1.10 Cancelled)

together with all and singular the hereditaments and appurtenances therunto belonging. To have and to hold the above granted premises unto the said parties of the second part, their heirs and assigns, forever.

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

Signed, sealed and delivered in the presence of:

Witness:

Vern Moore  
Vern Pasley

Clyde P. Graeber  
(Clyde P. Graeber)  
Dorothy Dell Graeber  
(Dorothy Dell Graeber)

STATE OF OKLAHOMA,  
COUNTY OF TULSA, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of November, 1953, personally appeared Clyde P. Graeber and Dorothy Dell Graeber, his wife, 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 there in set forth.

Given under my hand and seal the day and year last above written.  
(SEAL)

My Commission expires August 16th, 1954.

Opal Yard  
Notary Public  
Tulsa, Oklahoma.

#####

R. O. Robbins, Adm.  
To  
Joe Y. Allan

Filed: February 10, 1954, 3:30 P.M.  
Ruby M. Folk  
Register of Deeds

ADMINISTRATORS QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Probate Court of Chautauqua County, Kansas, on the petition of R. O. Robbins, Administrator of the estate of Alice Tyler McCardle, deceased, and also upon the petition of Joe Y. Allan, after due and legal notice given did on the 6th day of February, 1954, make an order directing the said administrator to deed to Joe Y. Allan, the following described real estate situated in Chautauqua County, Kansas, to-wit:

The East half of the Northeast quarter of the Southwest quarter, and the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 35, South Range 11, East of the 6th P.M., except one acre in the Southeast corner of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 35, South Range 11, East of the 6th P.M., said one acre so excepted being 10 rods wide North and South by 16 rods long east and west,

in consideration of the said Joe Y. Allan and his wife executing and delivering to said R. O. Robbins as



## 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*<sup>™</sup>

## 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.

---

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)

**This jacket was created electronically and constitutes an original document**

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.