

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: 1610011-8

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:

Tract 8A: Mac-O-Chee Farms, L.P., a Kansas limited partnership.

Tract 8B: E. Wayne Willhite and Eugena L. Willhite, as Trustees of The E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A dated November 29, 2007.

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

Tract 8A: That part of the Southwest Quarter (SW/4) lying South of the county road of Section 19; The West Half (W/2) of Section 30; and The Northwest Quarter (NW/4), the West Half of the Northeast Quarter (W/2 NE/4) and the West Half of the Southwest Quarter (W/2 SW/4) of Section 31, all in Township 33 South, Range 13 East of the 6<sup>th</sup> P.M. and the East Half of the East Half (E/2 E/2) of Section 25 and the East Half of the East Half (E/2 E/2) of Section 36, all in Township 33 South, Range 12 East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

Tract 8B: The West Half of the Southeast Quarter (W/2 SE/4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section 31, Township 33 South, Range 13 East of the 6<sup>th</sup> P.M. and the West Half of the Northeast Quarter (W/2 NE/4) and the East Half of the Northwest Quarter (E/2 NW/4) of Section 6, Township 34 South, Range 13 East of the 6<sup>th</sup> P.M., Chautauqua County, Kansas.

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**SCHEDULE B**

Commitment Number: 1610011-8

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. **TRUSTEES' DEED** executed by E. WAYNE WILLHITE and EUGENA L. WILLHITE, as Trustees of THE E. WAYNE WILLHITE AND EUGENA L. WILLHITE REVOCABLE TRUST U/A Dated November 29, 2007, stating that the trust remains in full force and effect and the trustee has authorization to sell and convey the real estate, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by either the Seller or the Buyer, to accompany the Deed.
3. **CERTIFICATION** in accordance with Kansas Title Standard 6.15, executed by E. WAYNE WILLHITE and EUGENA L. WILLHITE, as Trustees of THE E. WAYNE WILLHITE AND EUGENA L. WILLHITE REVOCABLE TRUST U/A Dated November 29, 2007.
4. 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.
5. **RELEASE** of the Mortgage from E. Wayne Willhite Energy, L.L.C., a Kansas Limited Liability Company, in favor of Frontier Farm Credit, FLCA, dated October 25, 2006, recorded November 27, 2006, in Book 134, Page 216.
6. **RELEASE** of the Mortgage from Emmett Wayne Willhite and Eugena L. Willhite, a married couple, and E. Wayne Willhite, Trustee and Eugena L. Willhite, Trustee for the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A Dated November 29, 2007, in favor of Frontier Farm Credit, FLCA, dated July 13, 2016, recorded August 5, 2016, in Book 176, Page 654.

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 - \$ 469.10, paid in full (W/2 of 30); \$420.08, paid in full (NW/4, W/2 NE/4 & W/2 SW/4 of 31); \$784.72, paid in full (S/2, SE/4 NW/4, S/2 NE/4, NE/4 NE/4 of 25); \$688.94, paid in full (All Sec 36); \$180.46, paid in full (E/2 SW/4 & W/2 SE/4 of 31); and \$196.88, paid in full (E/2 NW/4 & W/2 NE/4 of 6)
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. Right of Way dated June 15, 1906, by and between W.C. Gunn, et al, and Wichita Natural Gas Company for the right to lay, maintain, alter, repair, operate, remove pipe lines for the transportation of oil or gas, covering the part of 31-33-13 and part of 6-34-13, Chautauqua County, Kansas, recorded June 18, 1907, in Book Q, Page 15.
7. Easement dated March 23, 1965, by and between Helen M. Davis, et al, and City of Caney, Kansas, for the permanent storage and temporary detention of waters that are impounded, stored or detained for a municipal water supply for the City of Caney, covering part of 31-33-13, Chautauqua County, Kansas, recorded May 19, 1965, in Book 2, Page 270.
8. 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.
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. Right of Way Easement dated July 21, 1986, by and between Brougham Properties, N.V. and Chautauqua County, for county road purposes, covering N/2 NW/4 of 30-33-13, Chautauqua County, Kansas, filed July 30, 1986, in Book 12, Page 565.

11. Right of Way Easement dated March 30, 1989, by and between John M. Wall, et al, and Havana Gas Development, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, covering part of 30-33-13, Chautauqua County, Kansas, filed May 4, 1989, in Book 15, Page 355.
12. Right of Way dated February 5, 1930, by and between James O'Neill Bruen, 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 SE/4 of 25-33-12, SW/4 of 30, N/2 NW/4 & E/2 NE/4 of 31-33-13, Chautauqua County, Kansas, filed March 27, 1930, in Book V, Page 359.
13. Right of Way dated May 7, 1915, by and between W.D. Henderson, 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 31-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 442.
14. 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.
15. 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 the SE/4 NE/4 of 25-33-12, Chautauqua County, Kansas, recorded January 28, 1988, in Book 14, Page 157.
16. 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.
17. 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.
18. Right of Way dated March 12, 1930, by and between Mary C. Sadler, 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 E/2 NE/4 of 36-33-12, Chautauqua County, Kansas, filed March 19, 1930, in Book V, Page 355.
19. 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.
20. Mineral Reservation in Trustee's Deed dated August 18, 2004, by Judith Kaye Dickerson, Trustee, retaining a life estate in the mineral estate in the S/2 NW/4 & W/2 SW/4 of 31-33-13, Chautauqua County, Kansas, filed August 30, 2004, in Book 122, Page 461.

Gunn, Robinson & Lovitt  
To  
Wichita Natural Gas Co

Filed June 18-1907 at 4 P. M  
Fred T. Nines  
Register of Deeds.

For and in Consideration of One Dollar and other valuable considerations to be paid as herein after provided, receipt of which is hereby acknowledge we W.C. Gunn, C.P. Lovitt and R.F. Robinson do hereby grant to Wichita Natural Gas Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, and erect, maintain and operate telegraph or telephone lines, if the same shall be found necessary on, over and through certain lands situate in Chautauqua County State of Kansas described as follows:

All of the South East Quarter of the South West quarter, and the South West quarter of the south east quarter of Section Thirty One (31) Township Thirty Three (33) Range Thirteen (13) and the East half of the North West quarter and the West half of the North East quarter of Section Six Town Thirty four (34) and Range Thirteen (13) along the public highway only. Ten cents per rod for gas line & ten cents per pole for telephone line payable before lines are actually constructed.

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 assignee and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.

In Witness Whereof, The parties hereto have set their hands and seals this 15 day of June A.D. 1906.

Signed Sealed and Delivered in the presence of  
(1) W.C. Gunn (seal)  
Rufus F. Robinson (seal)  
(2) C.P. Lovitt (seal)

State of Illinois } ss  
Henderson County }

Be it Remembered, That on this 15 day of June A.D. 1906 before me, the subscriber, a Notary Public, in and for said county personally came the within named Rufus F. Robinson and C.P. Lovitt to me known to be the persons named in and who executed the within instrument, and to me they each duly acknowledge the execution of the same.

In Testimony Whereof I have set my hand and official seal, this day and year last above written.

(seal) Geo. J. Morgan Notary Public (seal)  
My Commission expires the 15 day of April 1909

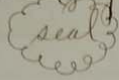
(over)



State of Kansas }  
Bourbon County } ss

Be it Remembered, That on this 28th day of June A.D. 1906, before me, the subscribed, a Notary Public in and for said County, personally came the within named W.C. Gunn to one known to be the person named ~~W.C. Gunn~~ to one known to be the person named ~~in~~ and who executed the within instrument, and to me he duly acknowledged the execution of the same

In Testimony Whereof, I have set my hand and official seal this day and year last above written.



W.J. Smith Notary Public

My commission expires May 12th, 1909.

Release of Oil and Gas Lease Book P Page 425,  
Wichita Natural Gas Co., Filed June 29<sup>th</sup> 1907 at 1<sup>o</sup>clock  
P.M.

J.H. Fuller et al } Fred T. Hines Register of Deeds  
No 325,

Know all men by these Presents, That the undersigned, Wichita Natural Gas Company, a Corporation, Lessor of a Certain Oil and Gas Lease, Bearing date September 5<sup>th</sup> 1907 Executed by J. H. Fuller and Jewel C. Fuller his wife Covering and Describing the 1/2 of Section 11, Township 33, Range 8, The E 1/2 & N. W 1/4 & E 1/2 of SW 1/4 of Section 12, Township 33, Range 8, Containing 880 acres more or Less, Situated in Chautauque County, State of Kansas, Recorded in the office of the Register of Deeds of said County in Book "P" at Page 425, does hereby release all its rights, title and interest in and to said Lease and Authorize the Register of Deeds of said County to Discharge the same of Record, Payment of One Dollar having been made to the Lessors and said Lease Accrued as therein Provided.

In Witness Whereof, said Corporation has caused its proper Name to be hereunto subscribed by its President this 7<sup>th</sup> day of June 1907.

Wichita Natural Gas Company  
By A.P. Mc Bride,  
President

State of Kansas, }  
Montgomery County, } ss.

Be it Remembered, that on this 7<sup>th</sup> day of June A.D. 1907, before me the undersigned, a Notary Public in and for said County and State, came A.P. Mc Bride, President of the Wichita Natural Gas Company, a Corporation, 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

United States  
vs.  
James R. & W. M. Brim

Filed: May 14, 1965, 10:20 A. M.  
Erlene Black  
Register of Deeds

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE  
NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT Wichita, Kansas Serial Number W-112

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER			
<u>James R. &amp; W. M. Brim</u>			
RESIDENCE OR PLACE OF BUSINESS			
<u>208 E. Bowers, Sedan, Kansas</u>			
TYPE OF TAX AND PERIOD	ASSESSMENT DATE	REFERENCE NO.	AMOUNT OF ASSESSMENT
(a)	(b)	(c)	(d)
Income 1963	5-15-64	48 331047797	174.99

PLACE OF FILING  
Register of Deeds  
Chautauqua County  
Sedan, Kansas  
TOTAL \$174.99

WITNESS my hand at Wichita, Kansas, on this, the 13th day of May, 1965

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
<u>Harry F. Scribner</u>	<u>R. E. Lindly</u> <u>R. E. Lindly</u>	<u>Revenue Officer</u>

R. S. Floyd  
To  
The Public  
Filed: May 14, 1965, 2:30 P. M.  
Erlene Black  
Register of Deeds

A F F I D A V I T .

STATE OF KANSAS, )  
                  ) SS.  
CHAUTAUQUA COUNTY, )

R. S. Floyd, of lawful age, being first duly sworn upon his oath says:  
My name is R. S. Floyd. My residence is Sedan, Kansas. I am the same R. S. Floyd who signed the Bond of Nellie L. Lee, Executrix of the Estate of John Lee, deceased, which said Bond was filed in the Probate Court of Chautauqua County, Kansas, on the 21st day of February, 1906.

I am personally acquainted with Nellie L. Lee. She is related to me as Mother-in-Law. I am have been and am acquainted with all of her business affairs in relation to the estate of John Lee deceased. There have never at any time been any claims filed against the said estate in the Probate Court of Chautauqua County, Kansas. I positively know that all of the expenses of the last sickness and all of the funeral expenses have been paid, and I positively know that there are not now, nor has there been at any time since the death of said John Lee any claims against his Estate. I positively know that all claims against his estate have been paid in full.

I am personally acquainted with the family of John Lee, deceased and know of whom the said family consists; and know who are all of the heirs at law of the said John Lee, deceased. The said John Lee was the father of the following named children and no others:

A daughter, Anna L. Lee, born Jan. 10, 1876, who married one A. K. Talbot now residing at Coffeyville, Kansas.

A daughter, Ida P. Lee, born June 5th, 1873, who married one R. S. Floyd this Affiant, now residing at Sedan, Kansas.

A daughter, Cora A. Lee, born Jan. 16, 1869, single and now residing at Sedan, Kansas.

A daughter, Lizzie V. Lee, born Nov. 24, 1867, who married one F. B. Garrett. The said Lizzie V. Garrett died at Sedan on the 15th day of Feb., 1904, leaving surviving her as her only living issue, two sons, to-wit:

Lee Garrett now residing at Sedan, Kansas.

Linwood Garrett now residing at Sedan, Kansas.

And further Affiant sayeth not.

Subscribed and sworn to before me this the 17th day of July, 1915.

My commission expires Feb. 3, 1919. (SEAL) R. S. Floyd  
C. M. Williams  
Notary Public.

2/21

Helen M. Davis, et al  
To  
City of Caney, Kansas  
Filed: May 19, 1965, 10:15 A. M.  
Erlene Black  
Register of Deeds

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Mrs. True Davis, a widow, Dexter Davis and Marion R. Davis, his wife and Daphne Davis Muchnic and William Muchnic, her husband, of - - - Grantor,

does hereby grant, bargain, sell, convey and release unto CITY OF CANEY, KANSAS, a Municipal Corporation of Montgomery County, Kansas, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Chautauqua, State of Kansas, to-wit:

\*\* All that part of the East Half of the East Half of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter lying below an elevation of 810 feet above sea level of Section 31, Township 33, Range 13, East of the 6th Principal Meridian.

all that part of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 31, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.6 above sea level. \*\*

for the purposes of: For the permanent storage and temporary detention, either of both, of any waters that are impounded, stored, or detained, and for the further purpose of providing a municipal water supply for the City of Caney, Montgomery County, Kansas, to augment the existing water supply available to the City of Caney, so that said City may release water stored in the reservoir through a gated draw-down pipe and recover it in the existing downstream channel reservoir, and for the maintenance and inspection of areas to be flooded by multiple-purpose structure, designated as Site 2-6 in the Twin Caney Watershed to be located in the Northeast Quarter of the Northeast Quarter of Section 6 and the West Half of the Northwest Quarter of the Northwest Quarter of Section 5, Township 34 South, Range 13 East of the 6th Principal Meridian,

1. In the event construction on the above described works of improvement is not commenced within Ten years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs, and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The Grantee is responsible for operating and maintaining the above described work of improvement.
5. Special provisions: City of Caney agrees to maintain approximately 500 feet of partition fence between Doyle Burch and Davis Ranch covered by floodwaters of Dam No. 2-6.

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

IN WITNESS WHEREOF the Grantor has executed this instrument on the - - day of - - , 19 - - .

Dexter D. Davis  
Marion R. Davis

Helen M. Davis  
Daphne Davis Muchnic (SEAL)  
(Signature of Grantor)  
William H. Muchnic (SEAL)  
(Signature of Grantor)

STATE OF Missouri )  
                          ) ss.  
COUNTY OF Buchanan )

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of March, 1965, personally appeared Mrs. True Davis, a widow, to me known to be the identical person(s) 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. IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.

My Commission Expires: 3/27/65 (SEAL)

Voncellie Marriott  
Notary Public

State of Missouri, Buchanan County, ss.

BE IT REMEMBERED, That on this 23 day of March, A. D. 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dexter Davis and Marion R. Davis, his wife, 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.

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

My commission expires 3/27/65 (SEAL)

Voncellie Marriott  
Notary Public.

State of KANSAS, Atchison County, ss.

BE IT REMEMBERED, That on this 24th day of March, A. D. 19 - , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DAPHNE DAVIS MUCHNIC and WILLIAM MUCHNIC, her husband, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

My commission expires October 26, 1968. (SEAL)

Winifred Compton  
Notary Public.

Doyle O. Burch et ux  
To  
City of Caney, Kansas

Filed: May 19, 1965, 10:30 A. M.  
Erlene Black  
Register of Deeds

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AGREEMENT FOR PURCHASE OF WATER RIGHTS

THIS AGREEMENT, made and entered into this 21st day of December, 1964, be and between DOYLE O. BURCH AND THELMA N. BURCH his wife, of Caney, Montgomery County, Kansas, Parties of the First Part, and the CITY OF CANEY, KANSAS, acting by and through its Governing Body, Party of the Second Part.

WHEREAS, the Parties of the First Part are the owners of the following described real estate located in Chautauqua County, Kansas, to-wit:

The East Half (E½) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirty-one (31), Township Thirty-three (33) South, Range Thirteen (13), East of the 6th P.M., all in Chautauqua County, Kansas; and the Party of the Second Part is desirous of securing an Easement upon said property for the purposes of constructing, operating, maintaining and inspecting a multiple-purpose reservoir for flood prevention and municipal water supply for the City of Caney, Kansas, designated as Site 2-6 in the Twin Caney Watershed Joint District No. 34, said multiple-purpose structure to be located upon and impound water upon the above described real estate, and

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

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

(1). The Parties of the First Part do hereby agree to grant, bargain, sell and convey unto the City of Caney, Kansas, its successors and assigns, an easement in, over and upon the following described real estate, located in Chautauqua County, Kansas, to-wit:



# 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) (rent) 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~~ <sup>has</sup> hereunto set their ~~hands~~ <sup>hands</sup> and seal \_\_\_\_\_, this 16 day of Dec., 1981.

WITNESS:

STATE OF KANSAS } ss.  
Chautauque 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)

(Name of Corporation)

(State of Incorporation)

corporation on behalf of the corporation.

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

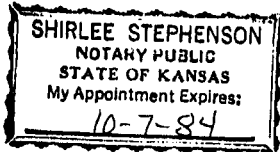
STATE OF KANSAS  
COUNTY OF CHAUTAUQUA } SS.

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



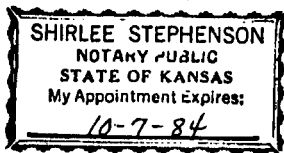
STATE OF KANSAS  
COUNTY OF CHAUTAUQUA } SS.

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 \_\_\_\_\_ 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.

# 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<sup>00</sup> 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. VW  
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.

Grantor 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 Oklahean Land Cattle Co. as a Tenant on Tracts 34 + 36, Tract 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 15<sup>00</sup> this 15<sup>th</sup> day of April, 19 85.

WITNESS: STATE OF KANSAS } ss. 600  
 Chautauqua County }  
 This instrument was filed for record VW  
 on 20 day of June  
 19 85 at 1:37 o'clock A. M. and duly  
 recorded in book 11 of maps  
 page 622  
Maxine 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

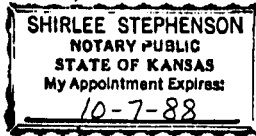
STATE OF KANSAS }  
COUNTY OF Chautauqua } SS.

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: \_\_\_\_\_

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Brougham Properties N. V.  
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Chautauqua County  
Chautauqua County, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,  
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to  
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove brush and trees from  
creek branch area adjacent to county road for the purpose of drainage, repair  
and maintenance of county road, subject to the Rider attached hereto.  
over and across the following land owned by Grantor in Chautauqua County, State of Kansas

the North Half of the NW $\frac{1}{4}$  of Section 30, Township 33S, Range 13E

To, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.  
This easement hereby granted shall not exceed 200' in width, the center line thereof to be located across said land as follows

running Southeasterly from the county road right of way across said property,  
requiring a width of 200' and length of 400' to 500' in Southeasterly direction.

~~The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the  
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable  
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a  
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners  
of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:~~

There is a one-page Rider attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 21st day of July  
19 86.

Brougham Properties N. V.

By:

Jack N. Fingersh  
Jack N. Fingersh, Attorney

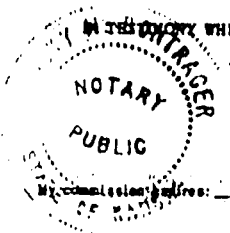
**CORPORATION ACKNOWLEDGMENT**

STATE OF KANSAS

COUNTY OF Johnson SS:

BE IT REMEMBERED, that on this 21st day of July, 19 86, before me, the undersigned, a Notary  
Public in and for the county and state aforesaid, came JACK N. Fingersh, Attorney for  
President of Brougham Properties N.V.  
a corporation duly organized, incorporated and existing under and by virtue of the laws Netherlands - Antilles  
and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be such  
officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf  
of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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



Dickie M. Pennington  
Notary Public

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF KANSAS

COUNTY OF \_\_\_\_\_ SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary  
Public, in and for the county and state aforesaid, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within Consent to Easement and such person  
\_\_\_\_\_ duly acknowledged the execution of the same.

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



This Rider attached to and forming a part of the Right-of-Way Easement given by Brougham Properties N.V. to Chautauqua County, on this 21st day of July, 1986. If the terms of this Rider and the terms of the Right-of-Way Easement conflict, the terms of this Rider shall control and be binding on the parties.

R I D E R

The easement grant herein is conditioned on Grantee's acceptance of the following terms:

1. The term of the Easement shall be a three-year period beginning on the 20th day of July, 1986, and ending the 20th day of July, 1989.

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 and resulting from its willful acts or negligence, or the willful acts or negligence of its agents, contractors, servants or employees, or any party acting on behalf of Grantee.

3. Grantee agrees (i) that Grantee shall bear the full expense of restoring the surface of the easement area to the same condition existing prior to any activities by Grantee which alter the surface area; (ii) that Grantee will reimburse Grantor, its successors or assigns, upon demand, for all damages to Grantor's premises and improvements thereon resulting from Grantee's entry upon Grantor's premises; and (iii) 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 ownership of or operations on the easement area or adjacent areas.

4. Grantor shall have the right to use and grant the rights to third parties to use the easement area.

STATE OF KANSAS }  
Chautauqua County } 88. ✓✓

This instrument was filed for record  
this 30 day of July  
1986 at 2:35 o'clock P.M and duly  
recorded in book 12 of 1-11-86  
on page 565...

Raymond Brim  
REGISTER OF DEEDS

# RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, John M. Wall & Sharon Siegener  
for Rigdon-Bruen Ranch

for and consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, convey and warrant to Havana Gas Development an easement and right-of-way 25 feet in width to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, for the transportation of gas, oil, petroleum, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and through the following lands owned by the undersigned and situated in Chautauqua County, Kansas, and more particularly described as follows, to-wit:

Across the North boundary line of the Southwest Quarter

Section 30 Township 33, Range 13 East and covering 160 Rods in length, more or less.

Together with the right of ingress and egress at convenient points for such purposes; to have and to hold the same unto said Grantee, its successors and assigns, until said easement and right-of-way be exercised, and so long thereafter as any structure installed hereunder is used or remains thereon.

GRANTEE shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips, valves, or any other accessories. If the amount of damages are 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.

EXECUTED this 30th day of March, 1989

John M. Wall  
John M. Wall

Sharon Siegener  
Sharon Siegener  
Rigdon-Bruen Ranch

STATE OF KANSAS } ss. 6.00  
Chautauqua County }

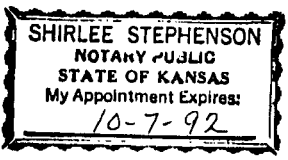
STATE OF KANSAS )  
) SS.  
COUNTY OF CHAUTAUQUA )

This instrument was filed for rec  
this 4 day of May  
1989 at 11:05 o'clock A.M. and di  
recorded in book 62 of 1100  
on page 353  
Shirlee Stephenson  
REGISTER OF DEEDS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 1989, personally appeared John M. Wall and Sharon Siegener, to me known to be the identical person(s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 10/7/92 Notary Public: Shirlee Stephenson  
Shirlee Stephenson



James O'Neill Bruen et ux M  
to Union Gas Corporation  
RIGHT OF WAY  
Filed March 27, 1930 1:45 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, James O'Neill Bruen and wife, 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 NE 1/4 of the SE 1/4 of Section 30, the NE 1/4 of the NW 1/4 of Section 31, and the SE 1/4 of the NE 1/4 of Section 31, in Township 33, 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 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 5th day of Feb. A. D. 1930  
*signed, sealed, delivered in the presence of*

James O'Neill Bruen (Seal)  
Edith Wilson Bruen (Seal)

Peary Whitney  
STATE OF KANSAS  
County of Jackson SS

On this 25th day of March, 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James O'Neill Bruen and Edith Wilson Bruen, 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 25th day of March, 1930  
A. C. Frisbie Jr.  
Notary Public.  
My commission expires May 16, 1932. (Seal)

J. A. Payne et ux M  
TO  
Union Gas Corporation

Filed April 2, 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, J. A. Payne and Vergie Payne, his wife of Havana, Kansas, R. F. D. #2, 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, 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 North 1/2 of the NW 1/4 Sec. 32, Twp. 33, 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 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 8th day of March, A. D. 1930.

J. A. Payne  
Virgine Payne

State of Kansas, County of Chautauqua, SS:

On this 8th day of March, 1930, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. A. Payne and Virgine Payne, 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 8th day of March, 1930.  
H. B. Mc Coid,  
Notary Public  
(SEAL)  
My commission expires April 27th, 1933.

Clyde Howell et ux M  
TO  
Union Gas Corporation

Filed March 11, 1930, 2:25 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, Clyde Howell and Pearl Howell his wife of Sedan, Kansas, R. F. D. #2, 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:

Right of Way and Damages.

W. D. Henderson & wife.

Filed June 7, 1915 11 o'clock

W. A. Jankless  
Register of Deeds.

to  
Gas Pipe Line Corp.

Right of Way Contract.

For and in consideration of the sum of <sup>seventeen</sup> Dollars, to us in hand paid, receipt of which is hereby acknowledged, W. D. Henderson and Lizzie Henderson 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 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 Chautauqua County Kansas State, described as follows, to wit: The N.E. 1/4 of the N.E. 1/4 Sec. 31 Town 23 Range 13

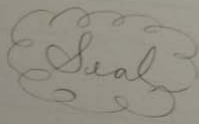
Given Witness Whereof, The Grantor has hereunto set our hand and seal this 7<sup>th</sup> day of May 1915 State of Kansas } S. W. D. Henderson (seal)  
County of Chautauqua } Lizzie Henderson (seal)

On this 7<sup>th</sup> day of May 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. D. Henderson & Lizzie Henderson 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 use and purposes therein set forth.

Witness my hand and seal this 7<sup>th</sup> day of May 1915.

My Commission expires Aug. 17, 1917.

Forest J. Erhart  
Notary Public



M/C recorded in Book 38 mgs  
page 147 par 23 1915  
W. A. Jankless  
Register of Deeds

STATE OF KANSAS } SS. \$1000 ✓  
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 1988  
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:

*Chautauqua County  
Record Book 14  
Page 151  
1/28/88  
Maxine Brim  
Register*

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. Fingerish, 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

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

STATE OF KANSAS } \$10.00  
Chautauqua County } SS.

This instrument was filed for record  
this 28 day of January  
1988 at 11:45 o'clock A.M and duly  
recorded in book 14 of Miss  
on page 157

GRANT OF EASEMENT

Melvin Brim  
REGISTER OF DEEDS

*Copy and pasted  
record in book of  
page 27  
of 1988  
Register of Deeds  
Chautauqua County*

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, RANCH PROPERTIES, INC., a Kansas 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 Southwest 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:

SE/4 NE/4 of Section 25, Township 33, 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 surface of the above described land which is owned by Grantor is not rented. Notwithstanding anything to the contrary contained herein, the parties hereto agree 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 day of January, 1988.

GRANTOR


RANCH PROPERTIES, INC.

ATTEST: (Seal)  
  
Robert Monroe  
Secretary

By Charles F. Miller  
Name: Charles F. Miller CHARLES F. MILLER  
Title: Vice President

GRANTEE

PRODUCERS SERVICE, INC.

ATTEST: (Seal)  
  
H.E. Boots, Jr.  
Secretary  
JR.

By H.E. Boots  
Name: H.E. BOOTS  
Title: PRESIDENT



ACKNOWLEDGMENTS

STATE OF KANSAS

COUNTY OF JOHNSON, SS:

BE IT REMEMBERED that on this 18th day of January, 1988, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Charles F. Miller and C. Robert Monroe, <sup>vice</sup> President and Secretary, respectively, of Ranch Properties, 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.

DONNA M. BAKER  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 2-21-89

Donna M. Baker  
NOTARY PUBLIC

My Appointment Expires:

STATE OF KANSAS

COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this 20th 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:  
28, 1990  
JON R. VIETS  
NOTARY PUBLIC  
STATE OF KANSAS

//DES/R-rnch  
1/14/88

RIDER

This Rider is attached to, and forms a part of, the Grant of Easement between Ranch Properties, Inc., 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.

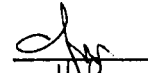
2. Grantee agrees to indemnify and save harmless Grantor, and the officers, agents, employees and servants of Grantor from and against any and all claims, actions, liability and expense arising from or out of Grantee's and/or Grantee's employees, agents', servants' and/or independent contractors' activities 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.

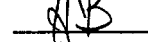
4. Grantee agrees to promptly restore and repair to its original condition any damage to land owned by Grantor caused by the construction, existence, maintenance or removal of said pipeline, or caused by Grantee and/or Grantee's employees, agents, servants, and/or independent contractors, including,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

-1-

Grantor



Grantee



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

CFM

Grantee

HB

- 147 -  
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 Petrolantic, Inc. recorded in book of 1988 in Range 12, Township 33, Range 12, Chautauqua County, Kansas.*

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. #600  
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 14 of Sec on page 144

Nashville 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

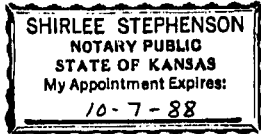
ACKNOWLEDGEMENT

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



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 11:45 clock AM and  
recorded in book 825  
on page 825  
Evelene Black  
CLERK 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: Karan Seigner, partner.

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

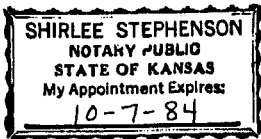
STATE OF KANSAS )  
 ) SS  
COUNTY OF CHAUTAUQUA )

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





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: NW 1/4 of Sec. 33 & NW 1/4 of NE 1/4 of Sec. 33 Twp 33 R 13.

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 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 15th day of March, A.D. 1930/  
 Signed, Sealed and Delivered in the presence of

George F. StJohn (Seal)  
 Lillie St. John (Seal)  
 Union Gas Corporation (Seal)  
 By Vernon F. Palmer

STATE OF KANSAS,  
 County of Montgomery SS

On this 15th day of March, 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Geo. F. StJohn and Lillie St. John, 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 15th day of March, 1930.  
 M. Adeline DeVere.

My commission expires Nov. 8, 1933. Notary Public.

(Seal)

\*\*\*\*\*

Mary C. Sadler  
 to

RIGHT OF WAY

Filed March 19, 1930 1:15 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, Mary C. Sadler, 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 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 E 1/2 of the NE 1/4 of Section 36, Township 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 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 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 12th day of March 1930, A.D. 1930.  
 Signed Sealed and Delivered in the presence of Mary C. Sadler (Seal)  
 M.F. Sadler.

STATE OF TENNESSEE  
 County of Shelby SS

On this 15 day of March, 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mary C. Sadler 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 15th day of March, 1930.

My commission expires Oct. 17 1932. (Seal) Arno A. Brugge.  
 Notary Public.

\*\*\*\*\*

Stone River W. R. C. no 189  
 Cemetary Association

Filed March 20 1930 1:05 P.M.

D. H. Stough,  
 Register of Deeds.

Union Gas Corporation

RIGHT OF WAY

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, Stone River W. R. C. NO. 189 cemetary Association 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, 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: S 1/2 Sec. 27 lying West of the right of way of Mo. Pac. Ry. except 7 acres in NE corner thereof described as follows: com. at a point 16 chains west and 7.58 ch. N of SE cor of Sec. 27, tp 33 r. 12E 6 P.M th. E 7.58 chs. to walnut tree 14 in dia. th. N. 4.30 ch. to bank of creek; th. in a NWly dir. with the bank of said cr. to a point 10.28 ch du N of pl. of beg. con. 673 acres more or less. Also NE 1/4

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

*Janna C. Beas*  
REGISTER OF DEEDS

AGREEMENT made this 2<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: [Signature]  
James R. Perkins, President

"Owners"

Mac-O-Chee Farms, L.P.  
by Perkins Development, Inc., General  
Partner

By: [Signature]  
James R. Perkins, President

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

By: [Signature]  
E. Wayne Willhite, Trustee

By: [Signature]  
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.

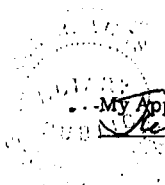
My Appointment Expires:  
July 28 2016

[Signature]  
NOTARY PUBLIC Jon R. Vietz

STATE OF KANSAS )  
COUNTY OF McPherson ) SS:

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.



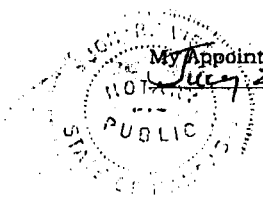
My Appointment Expires: April 24, 2018

[Signature]  
NOTARY PUBLIC Jana V. Uels

STATE OF KANSAS )  
COUNTY OF McPherson ) SS:

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

[Signature]  
NOTARY PUBLIC Jana V. Uels

**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)



STATE OF KANSAS } SS/2  
Chautauqua County }

This instrument was filed for record  
this 30 day of August  
2004 at 2:05 o'clock P.M. and duly  
recorded in book 122 of  
records on page 461  
Laura Semmes  
REGISTER OF DEEDS

TRUSTEE'S DEED

THIS DEED made effective August 18, 2004, by and between:

JUDITH KAYE DICKENSON, AS A TRUSTEE UNDER THE TESTAMENTARY TRUST  
CREATED UNDER THE LAST WILL AND TESTAMENT OF VIRGINIA BOLLN,  
DECEASED, as Grantor, and

JAMES R. PERKINS, as Grantee.

THE GRANTOR, by virtue of the terms and provisions of said trust  
agreement, and in consideration of: ONE DOLLAR and other valuable  
consideration, do hereby grant, sell and convey to grantee above, the following  
described real estate located in CHAUTAUQUA COUNTY, KANSAS, to-wit:

All of the interest previously held by Virginia Bolln, Deceased,  
in and to: THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE WEST  
HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 SOUTH,  
RANGE 13, EAST OF THE 6<sup>TH</sup> P.M. Reserving unto Judith Kaye Dickenson,  
Trustee, a life estate in the mineral estate.

THE GRANTOR, as trustee, covenants that:

A. She is one of the original trustees under the above referenced  
testamentary trust, the other trustees being Terrence Fitzgerald Rider, Randy  
Martin Rider, and, Bernard Terrence Rider, who is deceased.

B. The trust was created under the last Will and Testament of Virginia  
Bolln, Deceased, as administered through the District Court of Converse County,  
Wyoming, Probate No. 4459.

C. The trust remains in full force and effect at this time, and the  
Trustee herein, along with the other trustees, has full, complete and final  
authorization without limitation to sell and convey all of the above described  
real estate, and he does hereby warrant and defend the title of the same unto  
grantee, his heirs, successors and assigns.

This conveyance is subject only to oil and gas leases, easements,  
reservations and restrictions of record, if any.

THE TESTAMENTARY TRUST CREATED UNDER THE  
LAST WILL AND TESTAMENT OF VIRGINIA BOLLN,  
DECEASED, as administered through the  
District Court of Converse County, Wyoming

1000 Converse road  
L.C.A. 79-14576 (#12...)

Judith Kaye Dickenson  
JUDITH KAYE DICKENSON, Trustee

STATE OF Texas, COUNTY OF Dallas, ss:

This document acknowledged before me on     , 2004, by  
JUDITH KAYE DICKENSON, TRUSTEE, First Party Grantor shown above,  
personally known to me or who displayed satisfactory evidence to  
me of his identity to me.



Laura Semmes  
Notary Public

My app't. expires:                     

KING ABSTRACT & TITLE  
118 W. Main  
Sedan, KS 67361  
620-725-5782



## Privacy Policy

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

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

## CONDITIONS

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



*First American Title™*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

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

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

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

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

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

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

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

*Issued By:*

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

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

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