Name and Address of Title Insurance Company:

First American Title Insurance Company 1 First American Way, P.O. Box 267 Santa Ana, CA 92707

SCHEDULE A

Commitment Number: 1610011-9

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

2. Policy or Policies to be issued:

Policy Amount:

a. ALTA Owners Policy (6-17-06) Proposed Insured:

\$ TBD

BUYER, TBD.

b. ALTA Loan Policy (6-17-06) Proposed Insured:

\$

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

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

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

The Southwest Quarter of the Northeast Quarter (SW/4 NE/4), the Southeast Quarter of the Northwest Quarter (SE/4 NW/4), the Southwest Quarter (SW/4), the West Half of the Southeast Quarter (W/2 SE/4) of Section 25; the Northwest Quarter (NW/4) and the West Half of the Northeast Quarter (W/2 NE/4) of Section 36; the Northeast Quarter (NE/4) of Section 35; and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section 26, all in Township 33 South, Range 12 East of the 6th P.M., Chautauqua County, Kansas.

Name and Address of Title Insurance Company:

First American Title Insurance Company 1 First American Way, P.O. Box 267 Santa Ana, CA 92707

SCHEDULE B

Commitment Number: 1610011-9

I. Requirements:

- A. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - 1. WARRANTY DEED from MAC-O-CHEE FARMS, L.P., a Kansas Limited Partnership executed by JAMES R. PERKINS, President of PERKINS DEVELOPMENT, INC., General Partner, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by the Seller or the Buyer, to accompany the Deed.
 - 2. We have a copy of Mac-O-Chee Farms, L.P. limited partnership agreement and an amendment dated January 25, 2011. Provide issuing agent with a **COPY** of any amendments to said document subsequent to January 25, 2011.
- B. Payment of the necessary consideration for the estate or interest to be insured.
- C. Pay all premiums, fees and charges for the policy.
- D. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- E. Provide issuing agent with LIEN AFFIDAVIT AND AGREEMENT executed by owners.
- F. After review of the above documents, additional requirements may be made before the policy may be issued.
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

- 1. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 2. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Right or claims of parties in possession not shown by the Public Records.
- 5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

C. Special Exceptions:

- General taxes and special assessments for the year 2016 and subsequent years, not yet due and payable.
 2015 taxes \$ \$784.72, paid in full (S/2, SE/4 NW/4, S/2 NE/4, NE/4 NE/4 of 25); \$153.16, paid in full (NE/4 SE/4 & S/2 SE/4 of 26); \$343.70, paid in full (NE/4, N/2 SE/4 & SE/4 SE/4 of 35); and \$688.94, paid in full (All Sec 36)
- 2. Easements and rights-of-way for roads and/or highways, if any.
- 3. All oil, gas and minerals and any appurtenant rights thereto.
- 4. Any unreleased Oil and Gas Leases, Assignments, Sales of Oil & Gas Royalty, or leasehold Mortgages are exceptions from the coverage of the proposed Policy. This search does not cover taxes on oil, gas and other leasehold estates listed separately from the taxes on the surface rights. The title has not been searched as to leasehold interests.
- 5. Unrecorded Farm leases and the provisions therein, if any.
- 6. Easement for Pipeline dated January 5, 1981, by and between Rigdon-Bruen Oil and Wells-Battelstein, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, oil and products, covering the SE/4 of 25-33-12, Chautauqua County, Kansas, recorded February 17, 1981, in Book 7, Page 825.
- 7. Grant of Easement dated December 16, 1981, by and between John M. Wall, et al, and Mid-America Pipeline Company, to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline, covering the SE/4 of 25-33-12 and the SW/4 of 30-33-13 and other property, Chautauqua County, Kansas, filed March 18, 1982, in Book 9, Page 44.
- 8. Grant of Easement dated July 8, 1982, by and between Brougham Properties, N.V., and Mid-America Pipeline Company, to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline, covering the SE/4 NW/4 & SW/4 of 25-33-12, Chautauqua County, Kansas, filed July 19, 1982, in Book 9, Page 235.
- 9. Grant of Easement dated April 15, 1985, by and between John M. Wall, et al, and Mid-America Pipeline Company, to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline, covering the SE/4 of 25-33-12 and the SW/4 of 30-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1985, in Book 11, Page 622.
- 10. Grant of Easement dated May 29, 1985, by and between Brougham Properties, N.V., and Mid-America Pipeline Company, to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline, covering the SE/4 NW/4 & SW/4 of 25-33-12, Chautauqua County, Kansas, filed June 20, 1985, in Book 11, Page 637.
- 11. Grant of Easement dated January 13, 1988, by and between Rigdon-Breun, and Petrolantic, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, oil & other liquids, covering the SE/4 of 25-33-12, Chautauqua County, Kansas, recorded January 20, 1988, in Book 14, Page 144.
- 12. Right of Way dated January 18, 1988, by and between Brougham Properties, N.V., and Producers Service, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, covering part of 25 and 36-33-12 and other property, Chautauqua County, Kansas, recorded January 28, 1988, in Book 14, Page 151.
- 13. Right of Way dated March 8, 1930, by and between Lizzie Bryant, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NE/4 of 25 and S/2 SE/4 of 26-33-12, Chautauqua County, Kansas, filed March 19, 1930, in Book V, Page 352.

- 14. Right of Way dated April 20, 1915, by and between J.A. Smith, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the NE/4 NE/4 of 36-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 449.
- 15. Access Agreement dated October 5, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 and Perkins Oil Enterprises, Inc., for ingress and egress for purpose of plugging and abandonment of oil and gas wells, as well as collection, salvage and removal of oil field pipe and equipment, for a term of 10 years, filed October 11, 2016, in Book 177, Page 234.
- 16. Right of Way dated May 6, 1915, by and between Enoch Todd, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the NW/4 NW/4 of 36-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book Q, Page 454.
- 17. Right of Way dated March 12, 1930, by and between G.R. Webber, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NW/4 NW/4 of 36-33-12, Chautauqua County, Kansas, filed March 18, 1930, in Book V, Page 354.
- 18. Right of Way dated March 6, 1930, by and between Maggie Smith, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NE/4 NW/4 of 36-33-12, Chautauqua County, Kansas, filed March 11, 1930, in Book V, Page 352.
- 19. Right of Way dated March 24, 1930, by and between Henry Brandner, et al, and Union Gas Corporation, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NW/4 NE/4 of 36-33-12, Chautauqua County, Kansas, filed March 31, 1930, in Book V, Page 360.
- 20. Right of Way dated April 13, 1915, by and between I.M. Chacey, et al, and Gas Pipe Line Corporation for the right to lay, maintain, alter, repair, operate, remove and relay parallel and lateral pipe lines for the transportation of oil or gas, covering the NE/4 of 35-33-13, Chautauqua County, Kansas, filed June 7, 1915, in Book R, Page 453.
- 21. Oil and Gas Lease from Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 to Quail Run Oil & Gas, LLC, for a term of 5 years or as long as production, filed October 11, 2016, in Book 177, Page 225.
- 22. Mineral Severance in Quit Claim Deed dated November 16, 1953, by Clyde P. Graeber and Dorothy Dell Graeber, his wife, reserving all oil, gas and mineral rights with the right to enter upon, operate and remove the same, covering the NW/4 NE/4 & SW/4 NW/4 of 36-33-12, and other property, Chautauqua County, Kansas, filed January 27, 1954, in Book 66, Page 206.

THATE OF RANSAS }

This instrument was flied for

1981 avoite clock

EASEMENT FOR PIPE LINE

		on 0.00
		Expose & Cark
FOR AND IN CONSIDERATI	ON of the sum of	WE DISTER OF DEED
One		
One	Dollars (\$ 1.00) to us in hand
paid, receipt of which is hereby a	cknowledged, R	igdon-Bruen Oil.
a partnership,	do es	hereby grant, convey and
warrant toWells-Ba		4.4
its successors and assigns, a Rig	ht-of-Way to con	struct, reconstruct, renew.
operate, maintain, inspect, alter,	•	•
(subject to the payments hereinaft		
transportation of gas, oil, petrole	um, or any of its	products, water and other
substances, and such drips, valve	es, fittings, mete	rs and other equipment
and appurtenances as may be nece		
and also construct, reconstruct, r		
graph and electric power lines and	l poles, with their	necessary appurtenances,
over and through the following rea		
State of Kansas , to wit:		
In a North and So	uth direction	eaross the
Southeast Quarter		
33 South, Range 1	2, 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, & partnership,

BY: Maran See Juer partner

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

-2 -

STATE OF KANSAS)	
	•	SS
COUNTY OF <u>CHAUTAUOUA</u>)	

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 Notary Public - Shirles Stephenson

SHIRLEE STEPHENSON
NOTARY JUBLIC
STATE OF KANSAS
My Appointment Expires:
10-7-84

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in har	d paid, receipt and sufficiency of which is hereby acknowledged,
and a further sum, equal in the aggregate to \$10.00 per rod	
ereof, to be paid after a survey establishing the route has been complet	ed, and before construction is commenced, i, or we,
John M. Wall and wife,	Beth K. Wall,
	ent and Partner
in Rigdon-Bru	en Oil
ereinafter referred to as "Grantor" (whether one or more), do hereby gra: Delaware corporation, its successors and assigns, hereinafter referred t om time to time construct, maintain, inspect, operate, protect, repair, re	o as "Grantee", the right privilege and easement, at any time and
urtenances, within the confines of a right of way Fifty feet in width,	
35. feet on the South/East side of a line (to be) (as) surveyed and defi ipelines not to exceed eight and five-eighths inches (8 5/8") in diameter atural gas, oil, petroleum products or any other liquids, gases or substa he right of ingress and egress to and from the same for the purposes af	will be laid side by aide and constructed for the transportation or inces which can be transported through a pipeline, together with oresaid, over, under, through and across the following described
ands, of which the Grantor warrants they are the owners in fee simple, si	
Those tracts or parcels of land being the Sou (SW/4 of SW/4), the East Half of the Southwes	t Quarter (E/2 of SW/4): the East Half of
the Northwest Quarter (E/2 of NW/4) of Section the Southeast Quarter of the Southeast Quarter South, Range 11 East, AND the West Half (W/2)	n 13, Township 33 South, Range 11 East; AND r (SE/4 of SE/4) of Section 14, Township 33
East, more particularly described in those de of Deeds of Chautauqua County, State of Kansa	eds as recorded in the Office of the Registe
Southeast Ouarter (SE/4) of Section 25, Towns	hip 33 South, Range 12 East, AND the Southwe
Ouarter (SW/4) of Section 30, Township 33 Sou	th, Range 13 East, more particularly describ
as recorded in the Office of the Register of	Deeds of Chautauqua County, State of Kansas.
and the same and t	ates the successors and earliest forever
O HAVE AND TO HOLD said right of way and easement unto said Gra is agreed that the pipelines to be laid under this grant shall be construc	
ris agreed that the pipelines to be laid under this grant shall be constituted or mail to fully use and er ranted.	loy the above described premises, subject to the rights herein
srantee shall have the right to clear and keep clear all trees, undergrowth irantor agrees not to build, construct or create, nor permit others to bu erein granted right of way that will interfere with the normal operation	illd, construct or create any buildings or other structures on the
Grantee agrees to pay to the then owners and to any tenant, as their inte ile, or other improvements on said premises that may arise from the ex hay be made direct to the said Grantor or any one of them.	rests may be, any and all damages to crops, timber, fences, drain tercise of the rights herein granted. Any payment due hereunder
Brantor hereby expressly agrees that in the event the route of the pipeline creeks, rivers or other waterways located on the above described land o have the right and temporary access to additional working space which m or any and all damages which Grantor suffers by reason of Grantee's u	r other places requiring extra working space, then Grantee shalf ay be necessary for construction and Grantee agrees to pay Gran-
irantor represents that the above described land (is) (is not) rented for th	
	ma Land and Cattle Co.
he terms and conditions hereof shall be binding upon and inure to the essors, 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 addition	
Witness Whereof the said Grantor S has ve hereunto set the historic	s and seal, this 16_ day of Dec, 19_81.
//TNESS:	
\$7.00	
· • • • • • • • • • • • • • • • • • • •	
STATE OF KANSAS SS.	Ahn mikeel
Chautauqua County)	
The instrument was	John M. Wall
19 School 2 14 gold of Mand duly	Beth K. Wall
recorded in point	Decil Will watt
on recent 20 Acres	Tharm Sie Pener.
REGISTER OF DEEDS	Sharon Siegener, Partner

STATE OF KAN	SAS	1				
	UTAUQUA	ss.				
The foregoing instrume	nt was acknowledged	before me this	the <u>16th</u> day o	ot <u>De</u>	cember	, 19 <u>81</u> by
(Name)			(Title)		· · · · · · · · · · · · · · · · · · ·	of
(Name of Corporation	0)		······································	State of	Incorporation)	
corporation on behalf of				,	,	
My commission expires _			•	recorded the first sec		
STATE OF KAN COUNTY OF CHA BE IT REMEMBERED. T	UTAUQUA That on this 16th	ss.	ecember M. Wall a	, A.D., 19 nd Beth	81 before me, a ! K. Wa11.	Notary Public in and for his wife.
said County and State, Pe	rsonany appeared					,
to me known to be the id- that <u>they</u> executed forth. IN WITNESS WHEREO	the same as <u>thei</u>	T free and volu	untary act and deed	d for the uses,	purposes, and co	nsideration therein set
My commission expires _	October 7,	1984 <u>S</u>	irlee Step	es henson	tephen	1000 Notary Public
STATE OF KANS, COUNTY OF CHAU BE IT REMEMBERED, 1 said County and State, Pe Bruen Oi	TAUQUA that on this 16th	ss	SHIRLEE STEPH NOTARY PUB STATE OF KA My Appointment E 10-7-5 December Siegener,	NSAS Expires:		Notary Public in and for r in Rigdon-
to me known to be the idi that <u>She</u> executed forth. IN WITNESS WHEREO	the same as her	free and volu	untary act and deed	for the uses,	purposes, and co	nsideration therein set
My commission expires _ Si	HIRLEE STEPHEN NOTAKY PUBLIC STATE OF KANSA My Appointment Expir	\S	Shirler		tephens	OV Notary Public
STATE OF						
COUNTY OF		SS.				
BE IT REMEMBERED, T said County and State, Pe		day of		, A.D., 19	before me, a h	Notary Public in and for
to me known to be the ide that executed forth. IN WITNESS WHEREOI	the same as	_ free and volu	intary act and deed	for the uses,	purposes, and co	nsideration therein set
My commission expires _	.		**************************************			Notary Public

165-KS-CH-43

EXHIBIT "A"

- 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 conncetion 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.

This instrument west filed for recubis distribution of the control of the control

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to Ten Dollars per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route has been completed, and before construction is commenced, I, or we, BROUGHAM PROPERTIES, N.V. hereafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, 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 two pipelines, and other appurtenances, within the confines of a right of way, said right of way being 10 feet on the North/West side and 15 feet on the South/East side of a line to be surveyed and definitely established by the centerline of a ditch within which two pipelines not to exceed eight and five-eighths inches (8 5/8") in diameter will be laid side by side and constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same on routes approved in writing in advance by Grantor for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, subject to all leases, agreements and all rights of record and the Lease referred to below, situated in the County of CHAUTAUQUA, State of KANSAS, to-wit:

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

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

MID-AMERICA PIPELINE COMPANY RIGHT OF WAY AND CLAIMS 1000 COUTH BALTIMORE 10 00, CC 0-0002 It is agreed that the pipelines to be laid and all other equipment installed under this grant shall be constructed at a depth of 3 feet below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use, improve and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will unreasonably interfere with the normal operation and maintenance of the said lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, and any and all damages to the Grantor's premises, including but not limited to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

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

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

- 2. Grantee agrees to indemnify and save harmless Grantor, its successors or assigns, from and against any and all costs, claims, liability, expense (including reasonable attorneys' fees) or actions arising out of or in connection with Grantee's exercise of its rights hereunder.
- 3. Notwithstanding anything contained in this easement to the contrary, Grantor hereby reserves the right to relocate, in a manner suitable to Grantee, at Grantor's sole cost, all or any part of said easement and all equipment and appurtenances thereto.
- 4. Grantee agrees (i) that Grantee shall bear the full expense of burying the pipeline and all other equipment and restoring the surface of the easement area (as the same may be improved by Grantor pursuant to the provisions of this easement) to the same condition existing prior to any activities by Grantee which alter the surface area; and (ii) that any activity shall be performed by Grantee in an expeditious manner consistent with accepted construction practice so as to minimize interference with Grantor's operations on the premises or adjacent premises.
- 5. Notwithstanding anything in this Grant of Easement, Grantee shall not install on the right of way any one piece of equipment which weighs over two tons or covers over twenty square feet.
- expiration of this Grant of Easement, Grantee shall, at Grantee's expense, remove from the easement premises all property of Grantee's on the easement premises, and any property not so removed may, at Grantor's election and without limiting Grantor's right to compel removal thereof, be deemed abandoned; provided, however, notwithstanding anything to the contrary in this right of way grant, the title to the pipeline shall vest in Grantor upon the termination or expiration of the Grant of Easement, and the same shall remain upon and be surrendered with the easement premises as a part thereof, without charge. Any damage to Grantor's property as a result of the removal of Grantee's property shall be repaired by Grantee at Grantee's sole expense.
- 7. Prior to commencing construction of any pipeline, Grantee shall deliver to Grantor a survey describing and indicating the location of the easement on Grantor's premises and the parties shall execute a document in the same form and with the same terms as this Grant of Easement specifically defining the Easement granted and releasing all properties herein granted but not included within such survey description.

8. Grantee shall keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the easement premises and pipeline, in which the limits of coverage shall not be less than \$3,000,000.00 (combined single limit bodily injury and property damage). Such policy shall also insure the indemnity agreement set forth in Section 2 hereof. Grantee shall deliver to Grantor a certificate of insurance (within 20 days hereof and each year on the anniversary of the date of this Grant of Easement) which shall provide the insurer shall give Grantor 10 days advance notice of any material change in or cancellation of the policy.

Grantor represents that the above described land is rented for the period beginning January 15, 1982 to January 15, 1987 on cash basis to Thomas Blossom and Duane Jeffrey. Provided a transfer does not violate any terms of this Grant of Easement, 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. The rights herein granted may not be assigned in whole or in part, without the advance, express, written consent of Grantor.

In Witness Whereof the said Grantor has hereunto set its hand and seal, this 8th day of __July____, 1982__.

BROUGHAM PROPERTIES, N.V.
By: Jack W. Fingersh, Attorney
STATE OF KANSAS)
COUNTY OF JOHNSON)
Before me the undersigned authority, on this day personall appeared Jack N. Fingersh , known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of Brougham Properties, N.V., for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office this the 8th day
of July 1982. Dorothy M. Gueberh Novary Public
My Commission Expires:
July 12, 1983

CONCTRY M. GUEBERT My Appl. Exp. July 12, 1963

212-K.CH-34, 36,46

GRANT OF EASEMENT

under the term	ne hereof, to be pak	after a survey esta	iblishing the	tonte of the line u	as been complete	od of pipeline to be consi ed, and before construc	tion is
commenced, 1,	or we JOHN M.	WALL and wife SIEGENER, Agen	. BETH K.	WALL and			
		ruen Oil.	u and Par	ther in			
<u> </u>	MARGON-L	MUSH VIII.	·				
			_				
time and from tir	ne to time, to construc	iccessors and assign It. maintain, inspect, o	is, nereinamer Koerste, omtec	neierred to as "Gn	antee", the right, p	AID-AMERICA PIPELINE privilege and easement, remove a pipeline or pipeline do the devices for the conditions are the conditions.	at any
of pipeline com		nfines of a right of w		fifty		width, said right of way	
15	/aa\ auammd and da	feet on the North/V	Vest side and	35		feet on the South/Eas	t side
of ingress and e	um products or any o gress to and from th	ther iiquids, gases or e same for the purpo	r substances v Dees aforesaid	vhich can be trans; , over, under, throu	orted through a p gh and across the	ior the transportation of no oppeline, together with the e following described land	-1-4-4
	ANSAS	owners in fee simple,		County ofCALA	UTAUQUA		
VI			To- wit:				
SW/4 of Softhe Nor East; AND Cownship 3 Couth, Rang Office of the parcel of parcel of the parcel of	W/4), the East thwest Quarter the Southeast 3 South, Range ge 12 East, me the Register c of land being	t Half of the r (E/2 of my/b Quarter of the ell East, AND orl particular of Deeds of Ch the Southeast	Southwest of Sect to Souther the West ly descri	t Quarter (E, tion 13, Town ast Quarter (Half (W/2) thed in those County, Stat	/2 of SW/4); nship 33 Sou (SE/4 of SE/ of Section de deeds as reconsections	/4) of Section 1 19, Township 33 recorded in the	BO
lange 13 Ea of Deeds of	ast, more part f Chautauqua (Southwest Quar cicularly desc County, State	ter (SW/l ribed as of Kansas) of Section recorded in	1 30, Townsh the Office	nip 33 South, of the Register	1,
lange 13 Ed of Deeds of O HAVE AND 1 is agreed that is o permit normal ranted.	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelic cultivation, and Gran	Southwest Quar- zicularly desc County, State of way and easemen nes to be laid under the tor shall have the righ	ter (SW/l ribed as of Kansas at unto said G his grant shall at to fully use a	of Section recorded in interest in the constructed at and enjoy the above	a 30, Townsh the Office ors and assigns f sufficient depth be described premis	nip 33 South, of the Register forever. elow the surface of the gues, subject to the rights h	ound erein
Range 13 Er of Deeds of O HAVE AND 1 It is agreed that to o permit normal tranted. Brantoe shall ha brantor agrees n	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a to to build, construct	Southwest Quar- Licularly desc County, State of way and easemen nes to be laid under ti tor shall have the righ and keep clear all tree or create, nor permit	ribed as of Kansas of Kansas tunto said Gi his grant shall nit to fully use a se, undergrow others to build	of Section recorded in rantee, its success be constructed at and enjoy the above the and other obstruct. construct or creat	a 30, Townsh the Office ors and assigns f sufficient depth b described premis ctions from the h	nip 33 South, of the Register lorever.	ound erain , and
Range 13 Er f Deeds of O HAVE AND The service of that is agreed that is permit normal resulted. Brantoe shall have a real to the service of the service o	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a tot to build, construct way that will interfere w to pay to the then ow rovements on said pr sect to the said Granto d hereunder should culting extra working a construction and gr	Southwest Quar- cicularly desciounty, State of way and easemen nes to be laid under it tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mens and to any tenar remises which may air or any one of them. It comes any roads any roads any roads any roads.	ribed as of Kansas of Kans	of Section recorded in it. rantee, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said enserts may be, any exercise of the right y expressly agrees rivers or other was in temporary in the said temporary	the Office or and assigns for and assigns for the described premise ctions from the his early buildings or line or lines, without and all damages to herein granted in the event the receivage located of the office of the described premise.	nip 33 South, of the Register forever. elow the surface of the gi nes, subject to the rights herein granted right of way	ound erein , and erein issent drain inder lines inder
Range 13 Ei C Deeds of C HAVE AND T Is agreed that to permit normal rainted. Frantee shall ha branter share agrees in ranted right of w f Grantee. Irantee agrees of the right of w f and be constructed the necessary for I said additional is hereby under	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelit cultivation, and Gran we the right to clear a not to build, construct way that will interfere v to pay to the then ow rovements on said pr ect to the said Granto d hereunder should of live on struction and Gran d work space. erstood the party sec	Southwest Quar- icularly desciounty, State of way and easemen nes to be laid under it itor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may air or any one of them. cross any roads, rain pace, then Grantee s rantee agrees to pay	ribed as of Kansas of Kansas at unto said Ginhis grant shall at to fully use a sea, undergrow others to build tion and maint nit, as their intrise from the Grantor hereboads, creeks, hall have the I Grantor any a	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above th and other obstrut, construct or creat enance of the said ensercise of the right y expressly agrees rivers or other wat right and temporary and all damages with the control of the right and temporary and all damages with the control of the right and temporary and all damages with the control of the right and temporary and all damages with the control of the right and temporary and all damages with the control of the right and temporary and all damages with the control of the right and temporary and the right and the ri	the Office or and assigns for and assigns for the office or and assigns for the property of the control of the	of the Register forever. elow the surface of the grees, subject to the rights in the structures on the hout the express written contour to crops, timber, fences, any payment due here to the above described is the above described in the above described as the subject which grees which	ound erein , and erein isent drain inder lines and or may
Range 13 Ei of Deeds of O HAVE AND T it is agreed that to permit normal ranted. Stantee shall ha branter signees in ranted right of w of Grantee. Irentee agrees it lentee agrees to lentee agrees to lentee agrees of constructed the peaces reque e necessary for I said additional is hereby unde of therein expres	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a not to build, construct way that will interfere v to pay to the then ow rovements on said pr ect to the said Granto d hereunder should of live on structure of the said Granto d hereunder should of live on structure or on said work space. erstood the party sec ssed.	Southwest Quar- icularly desciounty, State of way and easemen nes to be laid under it itor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may air or any one of them. cross any roads, rain pace, then Grantee s rantee agrees to pay	ribed as of Kansas of Kans	of Section recorded in recorded in recorded in real section recorded in real section recorded in real section and other obstruct, construct or creat senance of the said secrets may be, any axercise of the right y expressly agrees rivers or other wat right and temporary and all damages with real section recorded in recorded re	the Office or and assigns for and assigns for the described premise ctions from the hearty buildings or line or lines, without and all damages to herein granted in the event the roerways located or access to additionant or suffer authority to make	nip 33 South, of the Register forever. elow the surface of the grees, subject to the rights have cother structures on the hout the express written cout to crops, timber, fences. Any payment due hereuld of the pipeline or pipe in the above described lained working space which re by reason of Grantee's	ound erein , and erein isent drain inder lines and or may
tange 13 Ei f Deeds of O HAVE AND To is agreed that to permit normal ranted. irantee shall ha ranted right of w if Grantee. Irantee agrees in the constructed has be constructed that is a constructed that is a constructed that is necessary for said additional is hereby under the herein expreserantor represen	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a not to build, construct way that will interfere v to pay to the then ow rovements on said pr ect to the said Granto d hereunder should of live on structure of the said Granto d hereunder should of live on structure or on said work space. erstood the party sec ssed.	Southwest Quar- Licularly desciounty, State of way and easemen nes to be laid under ti- tior shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may air or any one of them. cross any roads, rain pace, then Grantee s rantee agrees to pay suring this grant on b and land (ia) (is not) r	ribed as of Kansas of Kans	of Section recorded in recorded in recorded in remarks, its success be constructed at and enjoy the above the and other obstruct, construct or creat senance of the said enserts may be, any exercise of the right y expressly agrees rivers or other wat right and temporan all damages with the right and temporan and the right and th	the Office ors and assigns f sufficient depth b described premis ctions from the h e any buildings or line or lines, witho and all damages ts herein granted, in the event the ro erways located or access to additionable Grantor suffe authority to make	of the Register forever. elow the surface of the grees, subject to the rights he erein granted right of way or other structures on the hout the express written contour to crops, timber, fences, any payment due hereing the first by reason of Grantee's any convenant or agreed on (cash) (eees) bar	ound erein , and erein nsent drain inder ilines and or may i use
C HAVE AND TO HAVE AND TO HAVE AND TO HAVE AND TO PROVIDE AND TO P	ast, more part of Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a tot to build, construct way that will interfere who pay to the then own rovernents on said precious to the said Granto dhereunder should culting extra working a construction and Gral work space. The said of Carlot and Granto the party see seed.	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under the state of create, nor permit with the normal operationers and to any tenar remises which may are or any one of them. To any one of them, and the state agrees to pay the grant on be sed land (is) (is not) reference.	ribed as of Kansas of Kansas at unto said Ginhis grant shall at to fully use a sea, undergrow others to build tion and maint nnt, as their intrise from the Grantor hereboads, creeks, have the Grantor any a sehalf of the Corented for the	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said expressing agrees fivers or other wat right and temporary and all damages with a construction or other wat right and temporary and all damages with a construction of the said expression of the right period beginning.	the Office ors and assigns for sufficient depth by described premia ctions from the hise any buildings or line or lines, without and all damages to here in granted in the event the roerways located or raccess to addition in the granter suffer suffer suffer suffer suffer authority to make	of the Register of the Register forever. elow the surface of the grees, subject to the rights in the return of the surface on the nout the express written contour to crops, timber, fences, any payment due hereuse of the pipeline or pipe in the above described landal working space which are by reason of Grantee's any convenant or agree on (cash) (eeep) based to the landal working space which are by reason of Grantee's any convenant or agree.	ound erein , and erein noter lines nd or may use
Range 13 Ei of Deeds of Deeds of Deeds of Deeds of It is agreed that to permit normal ranted, Frantee shall ha Frantor agrees to es, or other implies to made din to be constructed ther places reque to encoessary for f said additional is hereby unde to therein expres rantor represent	ast, more part f Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a not to build, construct way that will interfere via pay to the then ow rovements on said prect to the said Granto d hereunder should ulring extra working a construction and Granto work space. Perstood the party secsed.	Southwest Quar- Loularly desc- County, State of way and easemen nes to be laid under ti tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may a r or any one of them. cross any roads, ratin pace, then Grantee a rantee agrees to pay suring this grant on b med land (ia) (is not) r be binding upon and	ribed as of Kansas of Kansas at unto said Ginhis grant shall at to fully use a sea, undergrow others to build tion and maint nnt, as their intrise from the Grantor hereboads, creeks, have the Grantor any a sehalf of the Corented for the	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said expressing agrees fivers or other wat right and temporary and all damages with a construction or other wat right and temporary and all damages with a construction of the said expression of the right period beginning.	the Office ors and assigns for sufficient depth by described premia ctions from the hise any buildings or line or lines, without and all damages to here in granted in the event the roerways located or raccess to addition in the granter suffer suffer suffer suffer suffer authority to make	of the Register forever. elow the surface of the grees, subject to the rights he erein granted right of way or other structures on the hout the express written contour to crops, timber, fences, any payment due hereing the first by reason of Grantee's any convenant or agreed on (cash) (eees) bar	ound erein , and erein issent drain inder ilines and or may i use ment
Ange 13 Ei f Deeds of Deeds o	ast, more part of Chautauqua (Chautauqua (Southwest Quarticularly desciounty, State of way and easemen nes to be laid under it tor shall have the right and keep clear all tree or create, nor permit with the normal operationers and to any tenaremises which may air or any one of them. To any one of them, are remises any roads, rain proce, the drante agrees to pay suring this grant on be sed land (ia) (is not) reference.	ribed as of Kansas of Kans	of Section recorded in recorded in recorded in realised in section recorded in realised in the constructed at and enjoy the above the and other obstruct, construct or creat enance of the said exercise of the right exercise or other wat right and temporal all damages with a rantee is without in period beginning enefits of the heirs, or of the heirs, or other the construction of the co	the Office ors and assigns for and assigns for and assigns for authority of the control of the c	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein nsent drain inder lines nd or ment use
Ange 13 Ei f Deeds of Deeds o	ast, more part of Chautauqua (Chautauqua (Southwest Quarticularly desciounty, State of way and easemen nes to be laid under it tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mens and to any tenar remises which may a r or any one of them. troses any roads, rain proce, then Grantee a rantee agrees to pay suring this grant on b and land (ia) (is not) r the control of the control and land (ia) (is not) r the behinding upon and reto.	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said exercise of the right y expressly agrees fivers or other wat right and temporal all damages with a rantee is without in period beginning the first of the heirs, or of the heirs,	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register of the Register forever. elow the surface of the grees, subject to the rights in the return of the surface on the nout the express written contour to crops, timber, fences, any payment due hereuse of the pipeline or pipe in the above described landal working space which are by reason of Grantee's any convenant or agree on (cash) (eeep) based to the landal working space which are by reason of Grantee's any convenant or agree.	ound erein erein nsent drain inder lines nd or ment use
Ange 13 Ei f Deeds of Deeds o	ast, more part of Chautauqua (Chautauqua (Southwest Quarticularly desciounty, State of way and easemen nes to be laid under it tor shall have the right and keep clear all tree or create, nor permit with the normal operationers and to any tenaremises which may air or any one of them. To any one of them, are remises any roads, rain proce, the drante agrees to pay suring this grant on be sed land (ia) (is not) reference.	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in realised in section recorded in realised in the constructed at and enjoy the above the and other obstruct, construct or creat enance of the said exercise of the right exercise or other wat right and temporal all damages with a rantee is without in period beginning enefits of the heirs, or of the heirs, or other the construction of the co	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein nsent drain inder lines nd or ment use
Range 13 Ei of Deeds or O HAVE AND To the agreed that to permit normal rearries. Brantse shall he rearries and to the or other imposes to the places request to constructes and additional is hereby under the places request to constructes to constr	ast, more part for Chautauqua (TO HOLD said right the pipeline or pipeline outlivation, and Gran we the right to clear a lot to build, construct way that will interfere who pay to the then ow rowements on said prect to the said Grantod hereunder should ulring extra working a construction and Grantod the party secsed. In the above described the said Grantor of the said Grantor	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under the open of the property of	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said exercise of the right y expressly agrees fivers or other wat right and temporal all damages with a rantee is without in period beginning the first of the heirs, or of the heirs,	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein erein nsent drain inder lines nd or use ment
Range 13 Eri f Deeds of Deeds	ast, more part of Chautauqua (Chautauqua (Southwest Quarticularly desciounty, State of way and easemen nes to be laid under the open of the property of	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in remarks, its success be constructed at and enjoy the above the and other obstruct, construct or creat senance of the said ensercise of the right y expressly agrees rivers or other wat right and temporan and all damages with the right and temporan and the right and the rig	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein nsent drain inder lines nd or ment use
lange 13 Ei of Deeds of O HAVE AND To it is agreed that to permit normal ranted. If agreed that to permit normal ranted right of w f Grantee. It is on other impersor to be constructed there places reques to herein expres ranter represent to to the terms and co ustees or assig Witness Wher	ast, more part of Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a not to build, construct way that will interfere v to pay to the then ow revenments on said pr ect to the said Granto d hereunder should d work space. erstood the party sec ssed. has the above describ and tilons hereof shall ns of the parties her ecf the said Grantor 15762 STATE OF KANSAS Chautauqua County This Insburment weit	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under it tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may air or any one of them. croace any roads, rain proce, then Grantees rantee agrees to pay suring this grant on b and land (ia) (is not) r the binding upon and eto. 3 have	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in realise, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said exercise of the right y expressly agrees fivers or other wat right and temporal all damages with a rantee is without in period beginning the first of the heirs, or of the heirs,	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein erein nsent drain inder lines nd or use ment
tange 13 Eric Deeds of Deeds o	ast, more part for Chautauqua (Constructive) the pipeline or pipelin cultivation, and Gran we the right to clear a tot to build, construct very that will interfere who pay to the then own rovements on said prect to the said Granto di hereunder should culting extra working a construction and Grantows that the showed describing extra working a construction and Grantom the parties here of the said Grantom of the parties here.	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under ti tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may ar or any one of them. cross any roads, rain pace, then Grantee s rantee agrees to pay suring this grant on b and land (ia) (is not) r be binding upon and etc. 3 have day of April 6 Bed for record	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in remarks, its success be constructed at and enjoy the above the and other obstrut, construct or creat enance of the said energy exercise of the right exercise of the heirs, in the right exercise of the right exercise o	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights have contended to the record to crops, timber, fences, any payment due here out of the pipeline or pipeline of the pipeline or pipeline of the pipeline or	ound erein erein nsent drain inder lines nd or ment use
lange 13 Ei of Deeds of O HAVE AND To it is agreed that to permit normal ranted. If agreed that to permit normal ranted right of w f Grantee. It is on other impersor to be constructed there places reques to herein expres ranter represent to to the terms and co ustees or assig Witness Wher	ast, more part of Chautauqua (TO HOLD said right the pipeline or pipelin cultivation, and Gran we the right to clear a not to build, construct way that will interfere v to pay to the then ow revenments on said pr ect to the said Granto d hereunder should d work space. erstood the party sec ssed. has the above describ and tilons hereof shall ns of the parties her ecf the said Grantor 15762 STATE OF KANSAS Chautauqua County This Insburment weit	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under it tor shall have the right and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may air or any one of them. or or any one of them. or or any one of them. strees any roads, rain pace, then Grantes a rantee agrees to pay suring this grant on b and land (ia) (is not) r be binding upon and etc. day of April Bod for record	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	of Section recorded in recorded in recorded in remarks, its success be constructed at and enjoy the above the and other obstruct, construct or creat senance of the said ensercise of the right y expressly agrees rivers or other wat right and temporan and all damages with the right and temporan and the right and the rig	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights herein granted right of way other structures on the hout the express written contouring the plants of Grantee's any convenant or agree on (cash) (over bar the forest of the plants of the pl	ound erein erein erein nsent drain inder lines nd or use ment
lange 13 Ei of Deeds of O HAVE AND To it is agreed that to permit normal ranted. If agreed that to permit normal ranted right of w f Grantee. It is on other impersor to be constructed there places reques to herein expres ranter represent to to the terms and co ustees or assig Witness Wher	ast, more part of Chautauqua (Chautauqua (Chautauqua (Chautauqua (Chautauqua (Chautauqua (Chautauqua (Chautauqua (Chautauqua County (Chautauqua Co	Southwest Quarticularly desciounty, State of way and easemen nes to be laid under ti tor shall have the righ and keep clear all tree or create, nor permit with the normal operat mers and to any tenar remises which may ar or any one of them. cross any roads, rain pace, then Grantee s rantee agrees to pay suring this grant on b and land (ia) (is not) r be binding upon and etc. 3 have day of April 6 Bed for record	ribed as of Kansas at unto said Ginis grant shall at to fully use a se, undergrow others to build tion and maint int, as their intrise from the Grantor hereboads, creeks, indifferential have the Grantor any a sehalf of the Committee of the Committee of the Committee of the beautiful to the beau	rentee, its success be constructed at and enjoy the above the and other obstruct, construct or creat enance of the said expressing agrees fivers or other wat right and temporal and all damages with a series is without the said expression of the heirs, or	the Office ors and assigns f sufficient depth be described premis ctions from the hi e any buildings or line or lines, witho and all damages ts herein granted in the event the ro erways located or success to addition such Grantor suffer suthority to make	of the Register forever. elow the surface of the gies, subject to the rights herein granted right of way other structures on the hout the express written contouring the plants of Grantee's any convenant or agree on (cash) (over bar the forest of the plants of the pl	ound erein sent insent ilines d or may use ment

(Individual)	
STATE OF)
STATE OF	{ ss.
BE IT REMEMBERED, That on this	
••), personally appeared
to me known to be the identical person _	described in and who executed the within and foregoing instrument, and acknowledged to m
that executed the same (as free and voluntary act and deed for the uses, purposes, and consideration therein set forti
IN WITNESS WHEREOF, I have hereunto se	t my official signature and affixed my notarial seal, the day and year first above written.
My commission expires	Notary Publi
CTUTTOT KANSAS	
Thou to	\ ss.
COUNTY OF	-1 15th O-10 1 55
BE IT REMEMBERED, That on this	day of Opel, A.D., 19 \$5 before ma.
Notary Public in and for said County and State, and SHARON STEGENER. Agent.	personally appeared JOHN M. WALL and wife, BETH K. WALL, and Partner in Rigdon-Bruen Oil
The state of the s	and resident to the second of the
	described in and who executed the within and foregoing instrument, and acknowledged to me
	their free and voluntary act and deed for the uses, purposes, and consideration therein set forth
1 0	my official signature and affixed my notarial seal, the day and year first above written.
My commission expires October	7, 1988 Spiles Stephenson Holary Public
No.	
, sı	HIRLEE STEPHENSON
ľ	STATE OF KANSAS
1 '	My Appointment Expires:
STATE OF	
COUNTY OF	\ ss.
BE IT REMEMBERED, That on this	day of, A.D., 19 before ma, 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
6 0	
	CORPORATE ACKNOWLEDGEMENT
TATE OF	_)
COUNTY OF	\ ss.
Before me, the undersigned authority, on this de	ay personally appeared
- · · · · · · · · · · · · · · · · · · ·	ne is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and
s the act of	
or the purposes and consideration therein express	
iven under my hand and seal of office this the _	day of, 19
	er være er
	Notary Public
ly Commission Expires:	
,	·

- 623.

GRANT OF EASEMENT

ind a further sum, equal inder the terms hereof.		blishing the route	per rod for each lineal rod of pipelin of the line has been completed, and be	lore constructed
	BROUGHAM PROPERTIES.	-		
				
VIII 11 11 11 11 11 11 11 11 11 11 11 11				
ANY, a Delaware corpor me and from time to time boveground gate valves	ation, its successors and assign , to construct, maintain, inspect, o and other appurtenances, includ	s, hereinafter referi perate, protect, repa ing electric lines, ca	eargain, sell and convey unto MID-AMERIC ed to as "Grantee", the right, privilege an ir, replace, change the size of, accommon-ap thodic protection equipment, and other de-	d easement, at any pipeline or pipelines,
	thin the confines of a right of w	my fifty	feet in width, said	
is, oil, petroleum produ ingress and egress to	cts or any other liquids, gases or and from the same flor the purpo	y the centerline of t substances which paes aforesaid, over	ne initial pipeline constructed for the trans can be transported through a pipeline, tog under, through and across the following	ether with the right
hich the Grantor warrants KANSAS	they are the owners in fee simple,	situate in the Count	d CHAUTAUQUA	
ate of		To- wit:		
n routes approv	ed in writing in adva	ince by Grant	or	
SE/4 of NW/4) as 3 South, Range : nd Helen Stine :	nd all of the Southwe 12 East, more particu to Brougham Propertie at Page 32, in the Of	st Quarter (larly descri s dated Febr	rter of the Northwest Quart SW/4) of Section 25, Townsh bed in a deed from D. E. St uary 27, 1980, and as recor Register of Deeds of Chauts	ip ine ded
•	eases, agreements and	all rights	of record including the lea	se referred (
below,				
,			, the Grantor's premises, i	ncluding,
nd all other eq	uipment installed	,	but not limited to,	
nd all other equ	said right of way and easemen	nt unto said Grante	but not limited to,	
nd all other equipment of the sequence of the	D said right of way and easement ine or pipelines to be laid under	this grant shall be o ht to fully use _l and e	but not limited to,	t Irface of the ground
nd all other equipment of the property of the permit normal cultivation ranted. It can be shall have the right ranter agrees not to built out the permit normal cultivation of the permit of the perm	D said right of way and easement into or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tradit, construct or create, nor permit do	this grant shall be on the to fully use and e in imes, undergrowth and others to build, contion and maintenar	but not limited to, but not limited to, constructed at swifelest depth below the sunjoy the above described premises, subject	t rface of the ground t to the rights herein ed right of way, and ctures on the herein
nd all other equipment of the property of the permit normal cultivation ranted. It is agreed that the pipel permit normal cultivation ranted in the pipel permit normal cultivation agrees not to built ranted right of way that will remove agrees to pay to be, or other improvement as the constructed hereunther places requiring exist necessary for constructed necessary for construct	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tradition, on struct or create, nor permit will interfere with the normal operation of the control	this grant shall be countries of the fully use and eines, undergrowth an others to build, contition and maintenar int, as their interest arise from the exerc Grantor hereby expreads, creeks, river shall have the right	but not limited to, e, its successors and assigns forever, e and provided the successors and assigns forever, e onstructed at sufficient depth below the surject the above described premises, subject prove d other obstructions from the herein grant attruct or create any buildings or other structions.	t irface of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder sipeline or pipelines a described land or g space which may
and all other equal to the pipel permit normal cultivation anted. Is agreed that the pipel permit normal cultivation anted. I rantee shall have the right anted right of way that will canted right of way that will cante agrees to pay to e, or other improvement as be made direct to the beconstructed hereun and the piaces requiring an ecessary for constructed additional work as is hereby understood to	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tradition, on struct or create, nor permit vill interfere with the normal operation of the control	this grant shall be chit to fully use and e in me, undergrowth an others to build, contion and maintenar int, as their interest arise from the exerc Grantor hereby exproads, creeks, river shall have the right Grantor any and a	but not limited to, but not limited to, its successors and assigns forever. a DI 3 fee constructed at sufficient depth below the su- highly the above described premises, subject prove d other obstructions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it is of the rights herein granted. Any payn ressly agrees in the event the route of the p is or other waterways located on the above and temporary access to additional workin	trace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain eent due hereunder bipeline or pipelines e described land or g space which may on of Grantee's use
and all other equal to the pipel of the property of the pipel of the p	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tradition, on struct or create, nor permit vill interfere with the normal operation of the control	this grant shall be chit to fully use and e im- es, undergrowth an others to build, contition and maintenar ont, as their interest arise from the exerc Grantor hereby expoads, creeks, river shall have the right Grantor any and a behalf of the Grant	but not limited to, a	t triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder pipelines or pipelines described land or g space which may on of Grantee's use enant or agreement
nd all other equal to the pipel of the provided and the pipel of the p	o said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all trained, construct or create, nor permit will interfere with the normal operation of the control of	this grant shall be chit to fully use and e in me, undergrowth an others to build, contition and maintenarint, as their interest arise from the exerc Grantor hereby exproads, creeks, river shall have the right Grantor any and a behalf of the Grant rented for the periods.	but not limited to, a	t triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder pipelines or pipelines described land or g space which may on of Grantee's use enant or agreement
nd all other equations and all other equations are separated to the pipelin permit normal cultivation anted. rantee shall have the rigrantor agrees not to built anted right of way that will grantee agrees to pay to e, or other improvement as be constructed hereunds and additional work at a hereby understood to therein expressed. rantor represents the at a SE to Tom Blossom, Rother there and conditions ustees or assigns of the rerein granted will be remained to the terms and conditions ustees or assigns of the rerein granted will remained with the resident conditions ustees or assigns of the rerein granted will remain the remained with the remained wi	o said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all traid, construct or create, nor permit will interfere with the normal operation of the then owners and to any tens to on said premises which may to said Grantor or any one of them, and of the should cross any mads, rail train working space, then Grantee clion and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (18798) January 15, oute 1, Sedan, Kansas, thereof shall be binding upon and a parties hereto., provided	this grant shall be chit to fully use and e Lim es, undergrowth an others to build, contion and maintenar int, as their interest arise from the exerc Grantor hereby exproads, creeks, river shall have the right Grantor any and a behalf of the Grant rented for the period in the continuation of the period in the content to the benefit the consent at the consent the consent in the c	but not limited to, e, its successors and assigns forever, a constructed at sufficient depth below the surjoy the above described premises, subject prove d other obstructions from the herein grant attract or create any buildings or other structs of the said line or lines, without the expressive agrees in the event the route of the so of the rights herein granted. Any payments by agrees in the event the route of the so or other waterways located on the above and temporary access to additional working a damages which Grantor suffers by reasons is without authority to make any converse is without authority to make any converse of the heirs, executors, administrators, denny assignment or other transof Grantor shall be of no fer and the successive of the heirs, executors, administrators, denny assignment or other transof Grantor shall be of no fereign and the successive of the heirs, executors, administrators, denny assignment or other transof Grantor shall be of no fereign and the successive of the heirs, executors, administrators, denny assignment or other transof Grantor shall be of no fereign and the successive of the heirs, executors, administrators, denny assignment or other transof of Grantor shall be of no fereign and the successive of the successiv	trace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder pipeline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (exep) basis to visees, successors, sfer of the orce or effer
nd all other equal to the pipel of the provided in the pipel of the provided in the pipel of the provided in the pipel of	D said right of way and easement ine or pipelines to be laid under ton, and Grantor shall have the right to clear and keep clear all treation, and Grantor create, nor permit will interfere with the normal operation of the control o	this grant shall be chit to fully use and e immediate in immediate in interest to build, continuous to the state of the st	but not limited to, e, its successors and assigns forever, and its off of the constructed at sufficient depth below the supportive described premises, subject prove determined the subject of the said line or lines, without the expressive agrees in the event the route of the said line or lines, without the expressive agrees in the event the route of the said line or lines, without the above described and the provided in the event the route of the so or other waterways located on the above and temporary access to additional working it damages which Grantor suffers by reasone is without authority to make any converse of the heirs, executors, administrators, deany assignment or other transfer of Grantor shall be of no for the successive than the sufference of the sufference of the said line of the sufference of the	trace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain nent due hereunder speline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (even) basis to visees, successors, sfer of the core or effernd and to the end and the series of the core or effernd and the successors.
and all other equal to the pipel of the permit normal cultivation and all other experiments of the pipel of the permit normal cultivation and of the permit normal permit n	D said right of way and easement ine or pipelines to be laid under ton, and Grantor shall have the right to clear and keep clear all treation, and Grantor create, nor permit will interfere with the normal operation of the control o	this grant shall be chit to fully use and e im es, undergrowth an others to build, contion and maintenar int, as their interest arise from the exerc Grantor hereby exproads, creeks, river shall have the right Grantor any and a behalf of the Grant rented for the period in the consent in the	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e, its successors and assigns forever, e of 3 fee constructed at sufficient depth below the surjoy the above described premises, subject prove deformed to be a subject of the subject of the subject or other structor or create any buildings or other structor of the said line or lines, without the expressive and the route of the part of the rights herein granted. Any payments by agrees in the event the route of the part of the material subject of the rights herein granted on the above and temporary access to additional working and temporary access to additional working to demand the subject of	trace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain nent due hereunder speline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (even) basis to visees, successors, sfer of the core or effernd and to the end and the series of the core or effernd and the successors.
nd all other equal to the pipel of HAVE AND TO HOLL is agreed that the pipel permit normal cultivation ranted. rantee shall have the right and the pipel of the	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tred id, construct or create, nor permit will interfere with the normal operation of the construction of the construction of the construction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (***) Datte 1, Sedan, Kansas thereof shall be binding upon and parties hereto, provided 1 thout the prior writes ald Grantor has	this grant shall be chit to fully use and e imes, undergrowth an others to build, contion and maintenar int, as their interest tries from the exerc Grantor hereby expressed, creeks, river shall have the right of the Grant rented for the periodic for the periodic forms of the consent the consent the rentice of the consent the rentice of the consent the rentice of the consent t	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e on the successors and assigns forever, e of 3 fee constructed at sufficient depth below the surjey the above described premises, subject prove defended of the robstructions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it ise of the rights herein granted. Any payn ressly agrees in the event the route of the p s or other waterways located on the above and temporary access to additional workin it damages which Grantor suffers by rease the is without authority to make any convent od beginning January 19 87 on (co es of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no f ts 19 85 agreement render this Grant An at January An at January January January 19 87	trace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain nent due hereunder speline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (even) basis to visees, successors, sfer of the orce or effered and seed this
nd all other equation of the property of the permit normal cultivation can be a constructed. Tantes shall have the rigrantor agrees not to built and right of way that will grantee agrees to pay to e, or other improvementally be made direct to the observation of the places requiring exists and additional work at its hereby understood to the remaining exists and additional work at its hereby understood to the remaining exists and conditions are to the terms and conditions ustees or assigns of the terms and conditions ustees or assigns of the remaining ranted will witness whereof the 29th hall automatics util and void.	D said right of way and easement ine or pipelines to be laid under ton, and Grantor shall have the right to clear and keep clear all tred, construct or create, nor permit will interfere with the normal operation of the construction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (WWW) January 15, bute 1, Sedan, Kansas thereof shall be binding upon and expartices hereto, provided thout the prior writes aid Grantor has day of May 111y and without furth isas say and say and without furth isas say and say and without furth isas say and say	this grant shall be chit to fully use and e im es, undergrowth an others to build, contion and maintenar int, as their interest arise from the exerc Grantor hereby exproads, creeks, river shall have the right Grantor any and a behalf of the Grant rented for the period in the consent in the	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e, its successors and assigns forever, e of 3 fee constructed at evillent depth below the surjoy the above described premises, subject prove defended of the restrictions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it is eof the rights herein granted. Any payr ressly agrees in the event the route of the payr and temporary access to additional workin it damages which Grantor suffers by reast es is without authority to make any convected to beginning January 19 87 on (co so of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no fits hand 19 85 agreement render this Grant country, PROPERTIES, N.V.	triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder olpeline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (seep) basis to visees, successors, sfer of the orce or effernd each this
nd all other equation of the property of the permit normal cultivation rented. It is agreed that the pipel permit normal cultivation rented. It is agreed that the pipel permit normal cultivation and the permit normal cultivation and the permit normal cultivation and the permit normal permit no	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all tred id, construct or create, nor permit will interfere with the normal operation of the construction of the construction of the construction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (***) Datte 1, Sedan, Kansas thereof shall be binding upon and parties hereto, provided 1 thout the prior writes ald Grantor has	this grant shall be chit to fully use and e imes, undergrowth an others to build, contion and maintenar int, as their interest tries from the exerc Grantor hereby expressed, creeks, river shall have the right of the Grant rented for the periodic for the periodic forms of the consent the consent the rentice of the consent the rentice of the consent the rentice of the consent t	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e on the successors and assigns forever, e of 3 fee constructed at sufficient depth below the surjey the above described premises, subject prove defended of the robstructions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it ise of the rights herein granted. Any payn ressly agrees in the event the route of the p s or other waterways located on the above and temporary access to additional workin it damages which Grantor suffers by rease the is without authority to make any convent od beginning January 19 87 on (co es of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no f ts 19 85 agreement render this Grant An at January An at January January January 19 87	triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder olpeline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (seep) basis to visees, successors, sfer of the orce or effernd each this
nd all other equation of the pipel of the pipel of permit normal cultivation ranted. It is agreed that the pipel of permit normal cultivation ranted in the pipel of grantee shall have the right ranter agrees not to built ranted right of way that we for the pipel of grantee. It is agreed that the pipel of grantee agrees to pay to be constructed hereun there places requiring extended and the pipel of the	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all traid, construct or create, nor permit will interfere with the normal operation and premises which may to easil Grantor or any one of them. It is a said Grantor or any one of them. It is a working space, then Grantee ction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (18706) January 15, Dute 1, Sedan, Kansas thereof shall be binding upon and a parties hereto, provided it hout the prior write said Grantor has day of May and without furth said Grantor has a day of May lists and for record day of May lists and Mary day.	this grant shall be chit to fully use and e imes, undergrowth an others to build, contion and maintenar int, as their interest tries from the exerc Grantor hereby expressed, creeks, river shall have the right of the Grant rented for the periodic for the periodic forms of the consent the consent the rentice of the consent the rentice of the consent the rentice of the consent t	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e, its successors and assigns forever, e of 3 fee constructed at evillent depth below the surjoy the above described premises, subject prove defended of the restrictions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it is eof the rights herein granted. Any payr ressly agrees in the event the route of the payr and temporary access to additional workin it damages which Grantor suffers by reast es is without authority to make any convected to beginning January 19 87 on (co so of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no fits hand 19 85 agreement render this Grant country, PROPERTIES, N.V.	triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder of pellines or pipellines or described land or g space which may on of Grantee's use enant or agreement 15, ash) (seep) basis to visees, successors, sfer of the orce or effected and seat this
nd all other equal to the pipel permit normal cultivation anted. Is agreed that the pipel permit normal cultivation anted. rantee shall have the rigrantor agrees not to built anted right of way that we grantee agrees to pay to e, or other improvement as the pipel constructed hereunder places requiring existences and additional work as is hereby understood to therein expressed. Tom Blossom, Rome terms and conditions ustees or assigns of the pipel constructed with the pipel conditions are presented with the pipel conditions and conditions are presented with the pipel conditions and conditions are presented with the pipel conditions and conditions. The listing Charles of the last and void. This instrum	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all traid, construct or create, nor permit will interfere with the normal operation and premises which may to easil Grantor or any one of them. It is a said Grantor or any one of them. It is a working space, then Grantee ction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (18706) January 15, Dute 1, Sedan, Kansas thereof shall be binding upon and a parties hereto, provided it hout the prior write said Grantor has day of May and without furth said Grantor has a day of May lists and for record day of May lists and Mary day.	this grant shall be chit to fully use and e imes, undergrowth an others to build, contion and maintenar int, as their interest tries from the exerc Grantor hereby expressed, creeks, river shall have the right of the Grant rented for the periodic for the periodic forms of the consent the consent the rentice of the consent the rentice of the consent the rentice of the consent t	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e, its successors and assigns forever, e of 3 fee constructed at evillent depth below the surjoy the above described premises, subject prove defended of the restrictions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it is eof the rights herein granted. Any payr ressly agrees in the event the route of the payr and temporary access to additional workin it damages which Grantor suffers by reast es is without authority to make any convected to beginning January 19 87 on (co so of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no fits hand 19 85 agreement render this Grant country, PROPERTIES, N.V.	triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder of pellines or pipellines or described land or g space which may on of Grantee's use enant or agreement 15, ash) (seep) basis to visees, successors, sfer of the orce or effected and seat this
nd all other equation of the property of the permit normal cultivation anted. rantee shall have the rigrantor agrees not to built anted right of way that we grantee. rantee spees to pay to a constructed hereun and direct to the beconstructed hereun her places requiring extended additional work as a necessary for construing and additional work as a necessary for construing a necessary for construing the necessary for construing a necessary for construing and the necessary for construing and the necessary for construing a necessary for necessary f	D said right of way and easement ine or pipelines to be laid under on, and Grantor shall have the right to clear and keep clear all traid, construct or create, nor permit will interfere with the normal operation and premises which may to easil Grantor or any one of them. It is a said Grantor or any one of them. It is a working space, then Grantee ction and Grantee agrees to pay pace. The party securing this grant on bove described land (is) (18706) January 15, Dute 1, Sedan, Kansas thereof shall be binding upon and a parties hereto, provided it hout the prior write said Grantor has day of May and without furth said Grantor has a day of May lists and for record day of May lists and Mary day.	this grant shall be chit to fully use and e imes, undergrowth an others to build, contion and maintenar int, as their interest tries from the exerc Grantor hereby expressed, creeks, river shall have the right of the Grant rented for the periodic for the periodic forms of the consent the consent the rentice of the consent the rentice of the consent the rentice of the consent t	but not limited to, e, its successors and assigns forever, e, its successors and assigns forever, e, its successors and assigns forever, e of 3 fee constructed at evillent depth below the surjoy the above described premises, subject prove defended of the restrictions from the herein grant attruct or create any buildings or other struct ce of the said line or lines, without the expr may be, any and all damages to crops, it is eof the rights herein granted. Any payr ressly agrees in the event the route of the payr and temporary access to additional workin it damages which Grantor suffers by reast es is without authority to make any convected to beginning January 19 87 on (co so of the heirs, executors, administrators, de- my assignment or other tran of Grantor shall be of no fits hand 19 85 agreement render this Grant country, PROPERTIES, N.V.	triace of the ground to the rights herein ed right of way, and ctures on the herein ess written consent mber, fences, drain ent due hereunder olpeline or pipelines e described land or g space which may on of Grantee's use enant or agreement 15, ash) (seep) basis to visees, successors, sfer of the orce or effected and seat this

			-
COUNTY OF SS.			
Notary Public in and for sold County and County		day of	, A.D., 19 before me,
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 formation to the	
that executed the same as free	and voluntary act and deed 6	or the uses nurnoses	ament, and acknowledged to m
IN WITNESS WHEREOF, I have hereunto set my official signature	e and offixed my notarial seal,	the day and year fire	t above written.
My commission expires			Notary Publi
TTATE OP			
COUNTY OF SS.			
BE IT REMEMBERED, That on this		day at	, A.D., 19 before ms, a
lotary Public in and for said County and State, personally appeared			, N.D., 19 before ms, 4
W-100.00			
me known to be the identical person described in and	who executed the within a	and foregoing instru	ment, and acknowledged to me
hat free ;	and voluntary act and deed fo	r the uses, purposes, a	nd 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.
ly commission expires			Notary Public
TATE OF			
OUNTY OF			
		day of	, A.D., 19 before me, a
otary Public in and for said County and State, personally appeared		4	
			
me known to be the identical person described in and	who executed the within as	nd foregoing instance	
at free a			
IN WITNESS WHEREOF, I have hereunto set my official signature a	and affixed my notarial seal, t	he day and year first	above written.
y commission expires			Notary Public
CORPORATE	ACKNOWLEDGEMENT		
ATE OF Kansas	•		
DUNTY OFJohnson Ss.			
Before me, the undersigned authority, on this day personally appeared	Jack N. F.	ingersh	
own to me to be the person and officer whose name is subscribed to the fo the act of	oregoing instrument, and ackno	wledged to me that he	executed the same on behalf of and
the act of	y therein stated.		
ven under my hand and by the the the 29th ay of May	, 19 85	_	
6	~	_	
	Tichy	m Lon	trager
CUBLICA	σ	Notary Publi	ie ^J
Commission			
COMPANIE OF THE PROPERTY OF TH		•	
saturation.			

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

RIDER

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

- 1. In the event (i) Grantee shall not use, operate or maintain the easement herein granted for a consecutive period of two years, or (ii) Grantee fails to make any payments due under this Grant of Easement within 60 days of written request therefore, all right, privilege and interest herein granted shall terminate, and, whether the easement expires or terminates, Grantee agrees to execute all documents necessary to remove the easement herein granted from record.
- 2. Grantee agrees to indemnify and save harmless Grantor, its successors or assigns, from and against any and all costs, claims, liability, expense (including reasonable attorneys' fees) or actions arising out of or in connection with Grantee's exercise of its rights hereunder.
- 3. Notwithstanding anything contained in this easement to the contrary, Grantor hereby reserves the right to relocate in a manner suitable to Grantee, at Grantor's sole cost, all or any part of said easement and all equipment and appurtenances thereto.
- 4. Grantee agrees (i) that Grantee shall bear the full expense of burying the pipe line and all other equipment and restoring the surface of the easement area (as the same may be improved by Grantor pursuant to the provisions of this easement) to the same condition existing prior to any activities by Grantee

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

- 5. Notwithstanding anything in this Grant of Easement, Grantee shall not install on the right of way any one piece of equipment which weighs over two tons or covers over twenty square feet.
- 6. Within four months after the termination or expiration of this Grant of Easement, Grantee shall, at Grantee's expense, remove from the easement premises all property of Grantee's on the easement premises, and any property not so removed may, at Grantor's election and without limiting Grantor's right to compel removal thereof, be deemed abandoned; provided, however, notwithstanding anything to the contrary in this right of way grant, the title to the pipe line shall vest in Grantor upon the termination or expiration of the Grant of Easement, and the same shall remain upon and be surrendered with the easement premises as a part thereof, without charge. Any damage to grantor's property as a result of the removal of Grantee's property shall be repaired by Grantee at Grantee's sole expense.
- 7. Prior to commencing construction of any pipe line, Grantee shall deliver to grantor a survey describing and indicating the location of the easement on Grantor's premises and the parties shall execute a document in the same form and with the same terms as this Grant of Easement specifically defining the Easement granted and releasing all properties herein granted but not included within such survey description.
- 8. Grantee shall keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the easement premises and pipe line, in which the limits of coverage shall not be less than \$3,000,000.00 (combined single limit bodily injury and property damage). Such policy shall also insure the indemnity agreement set forth in Section 2

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

Initialed By: Grantor

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:

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 not) rented for the period beginning ______, 19____ on (cosh) (trop) 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 Chautauqua County

This instrument was filed for record this 20 day of Anually 1988 at 1/300 clock A Mand duly recorded in book 44 of Suscion page 3 44 Anual Minu

REGISTER OF DEEDS

-144-

SHIRLEE STEPHENSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires:
/o-7-88

STATE OF KANSAS SS. 1000 5

This instrument was filed for record this 28 day of Annual 19 20 at 200 clock 1 M and duly recorded in book 1 ol 1140 on pags 5

GRANT OF EASEMENT

MENT MAYINE Brim

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 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 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 licensees 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. 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 18th day of January, 1988.

GRANTOR

BROUGHAM PROPERTIES, N.V.

JACK N. FINGERSH

Name: Jack N. Finsenta Title: Attores

GRANTEE

PRODUCERS SERVICE, INC.

Name:

Title:

PRESIDENT

(Seal)

ACKNOWLEDGMENTS

	OF Johnson.	ss:	
1988,	BE IT REMEMBERED that or before me, the undersign	this 18th	day of Public,

County and State aforesaid, came Sock N. Fingersh, a Horner 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 even 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.

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

My/Appp Witment Expires:

NOTARY PUBLIC KIMBERLY B. VAUGHN

in and for the

STATE OF KANSAS

COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this 20 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. DOOTS.

A 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.

MOTARY PUPLIC

C JON R. VIETS

Signar 28, 1990

ATE OF

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 /8, 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 #B

154

- 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 JB

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.

-3-

Grantor

Grantee

 \mathcal{A}

\$156.

Lizzie Bryant, Union Gas Corporation, Filed March 11, 1956, 2:15 F.M. D'H Stough, Register of Deeds.

RIGHT OF MAY DUNTRACT.

FOR AND IN CONSIDERATION, of the sum of one Dollar, to us in hand paid, receipt of which is sereby acknowledged, and the further consideration of twenty five cents pew rod for each line, to be paid when such grant shall a used or occupied, Lizzie ryant, a cintle lady of Elk City, Kansas, R.F.D /3, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, report, operate, remove and relay paralell pipe lines for the transportation of oil or gas, and it decasary erect, maintain, and operate telegraph or telephone lines, on, over and through certain lands, rituate in Chautauqua Count, State of Kansas, described as follows,

Mid of sec. 25, and South ? of SM2 Sec 26, all in Twp 33, range 12.

With ingress and egrees 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 bereby agrees to pay any demoges which may arrise to crops and teness from the laying, maintaining and operating said lines; said damages if not mutually agreed upon, to be ascertained and determined by three distinctests 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 acquisition this and ioness from all statements and representations made by the parties or their agents in accordation this agreement are rerged herein.

IN witness whereof, the parties hereto have not their bands and reals this 6th day of Eurob A.D. 1930.

Signed, scaled and delivered in pursuance of

Lizzie bryant

Oth cof Farence, Tounty of Pontsomery, 55.

On this 6th day of Earch, 1936, before re, the undersigned, a Notary Fublic in and for the County and State aforesaid, personally appeared Lizzie Bryant, to be known to be the identical persons who executed the within and foregoing instructed and acknowledged to re that she executed the rame as her free act and voluntary act and deed for the uses and surposes therein set forth.

Titless my hand and seal this Sthaday of Earch, 1936.

J. Christianson, Notary Fublic

Maggie Smith, h

Filed M arch 11, 1930, 2:20 P.E. D.E. stough, Register of Deeds.

Union Gas Corporation,

Union Gas Corporation,

RIGHT OF LAY CONTRACT.

For AND In Consideration, of the sum of the Doller, to us in hand haid, receive of which is hereby acknowledged, and the further consideration of twenty tive centr per red for each line, to be paid when such grant shall be used or occuled, Night Smith and J.A.

Smith, her husband, of Feru, Kansas, does hereny grant to Union Gas Corporation, subsessors or assigns, the right of way to lay, maintain, alter, result, operate, remove and relay parallell ripe lines for the transportation of cill a rans, in if necessary erect, maintain andoperate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua county, State of Ransas, described as follows:

The MEN of ECT of Sec 36, Two 33, Range 12

with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said granicas, except for the summores hereinbefore granted to the said grantee, who hereby agrees to pay any dama or which may arise be crops and fences from the laying, maintaining and operating said lines; said damage if not mutually agreed upon to be ascertained had determiced by three disinterests a persons, one thereof to be appointed by the said granter, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforetaid, and the Saward of three such persons shall be final an conclusive and to action shall be brought or maintained for damage until the arount thereof shall have been determined as above revided. It is agreed that all statements and representations made by the parties or their agents in acquisiting this agreed that are narged herein.

In witness whereof, the parties hereby have set their hands and seals this sixts day of teach.

in witness whereof, The parties Fereto have set their hands and seals this sixts day of warch, 193C. signed, sealed and delivered in the presence of

Mrs. Maggie Smith, Admirtratel for J.A. Smith,

State of Eansac, Maggie Smith.

County of Chan county, 35.

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

"itness by hand and scal this 6th day of March, 1930.

(SMALO , y commission expires Dec. 31, 1932. Nina L. Verlow, Notary Public Sell Hays, etux, w Wilcd March 12, 1930, 1:05 F.F. To Union Gas Corporation, Register of Decds.

Fig. 3. AIG TO AY COTTRACT.

FOR AND IN CONSIDERATION, of the sum of One dollar, to us in hand add, receipt of which is bereby 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, which hays, and wife Alma. each line, to be faid when such grant mail be used or occupied, 3 h. hays, and while Almays, do hereny grant to Union Gas Corporation, successors or assigns, the right of may to be, sentation, alter, relair, operate, remove and relay marabell pipe liner for the transportation of oil or mas, on, over and through certain lands, situate in Thautauqua county, State of camera, described as fello s, The 3% of the M3% of faction 10, townshi 34, rance 13.

with ingress and egreen to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said cremises, except for the ear oses hereing fore granted to

Right of Vay and Sumages J.a. Smith & wife. Filed June 7. 1915 Gas Pipe Line Corp. W.a. Janks ley Right of Way Contract. Tryster of Weeds. For and in consideration of the sum of & Eight Dollars to us in hand paid, receipt of which is hereby acknowledged. I a. Smith and Margrett Smith" dose herely grant to gas Pife Line Corporation, its successors and assigns, the use of a right-of-way to lay, maintain, alter, repair remove a tipe dine for the transportation of ore and gas, and, if recessary, erect, maintain, and operate Telegrap and Telephone dine. Said sum is acknowledged as full consideration for right-of-way. Grantee to be re sponsible for Damages to growing crops, occasioned by this line and making future hours to said dine, and the laying and maintaining other lines, covering Tourlain lands in Chautaugua County Kansas State described as follows, to wit: The north East Guarter of the north West quarter Section 36 Town 33 (Pange 12. In Witness Where of The Grantor has hereunto set our hand and seal this 20th day of april 1915. I. a. Smith X his mark bedl State of Staneas (So. Margaret Smith (seal) Country of Chautaugue) On this 20th day of april 1915 before me, the undersigned, a Molary Fublic in and for the County and State aforesaid, personally as peared of a. a. Smith and Margaret Smith to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to methat they executed the same as their free and rollintary act and dud for the uses and purposed therein set forth. Witness my hand and real this 20th day of april 1915. Commission expires Oct. 27th. 1915. Urben . S. Gibls. notary Public. Ldeal

STATE OF KANSAS)
Chautauqua County) ss \$81.00
This instrument was filed for record this _11 day of _oct.
__2016_ at __9.06_o'clock AM and duly recorded in book __127_of records on page __234_

REGISTER OF DEEDS

ACCESS AGREEMENT

AGREEMENT made this _____ 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. <u>Damages</u>. 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. <u>Non-Assumption</u>. 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. <u>Term.</u> 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.

James R. Perkins, President

"Owners"

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

James R. Perkins, President

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

By: E. Wayne Wroofte Trustoo.
E. Wayne Willhite, Trustee

By Eugena J. Willinte Trustee

STATE OF KANSAS

COUNTY OR HINTLANGEY

BE IT REMEMBERED that on this 5 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:

OTARY PUBLIC JON & VIETS

STATE OF KANSAS

COUNTY OF MOTIEURS

BE IT REMEMBERED that on this 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.

Appointment Expires:

STATE OF KANSAS

SS: COUNTY OF MANTEMEN

BE IT REMEMBERED that on this 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.

ppointment Expires:

EXHIBIT "A"

BROUGHAM AND ADJACENT RANCHLANDS 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 6th 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 6th 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 6th 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 6th 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 6th 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 6th P.M.;

(2) <u>Hylton Farm</u>

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 6th P.M., Chautauqua County, Kansas.

Subject, however, to life estate in favor of Judith K. Dickenson in a $1/24^{th}$ undivided mineral interest.

(3) O'Neil Lands

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

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

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

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

The Southwest Quarter of Section 30, Township 33 South, Range 13, East of the 6th 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 6th 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^{th} 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 6th 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 6th 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^{th} 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 6th 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 6th P.M.

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

Kigh Of May and Ramage This nistre ment was filed forwer This 22 day of June 1915 ut 3 Colode AN Purton Buleter + 6 P Butcher + wife Reg & Beeds Gus Pipe Line Corporation Right Of Way Contract For and in consideration of the sum of the Firsty One and 25 to us in hand fried receipt of which is hereby acknowledged Preston Butelor C Butchen his wife does hereby grant to Gas Sipe Line Coperation its mecenions and angus, the use of a right of way to lay, mantain alter, repair, remore and relay parallel Tipipe Lines for the boundpole of Oil and Gas and is necessary, exect maintain and perute Belegraph and Telephone Line Gaid sum is acknowledged as full counderation for right of way. Grantee to be responsible for damages to grounge, occasioned by this line and making further repairs to raid Line and lay and rain any other lines, covering certain lands in Chautangualounte Names State described as follows to wit. The South West Quarter feet Foun 33 Range 10 and the West Half M. W. 14 less. 40 feets of northeride and the South East Quarter of the Moth West Quarter Section 36 Man 33 In Militars Mhenog, The Grantor has-hereunto set Our hand was seal this 11th day of June 1915 Purton Butcher C. J. Bulder State Of Namas LSS. Bessie H. Buleter County (of Chautaugna) On this 15th day of June 1915 before me, the undersigned a poto Public in and for the County and State africaid, permally appeared Buston Buletier, O. P. Butcher and Belsie of Butcher his wife tome Amount to be the identical person who executed the within and foregoing instrument, and weknowledged to me that they specifed the name as their free and voluntary wet and deed for the uses and purposes there set forth Milhess My Hand and seal Hers 15th day of June 1918 Shall 3 My Commission Copins July 1st 1916: Motores J.M. Jones etus Right Of May and Damages. This instrument was filed for record this 22 day of June 1915 at 3 Gas Ripe Line Corporation Oclock G.M. Ma Vackely Reg pros For and in consideration of the sum of Herrity Hollars-tensor hand faid receipt of which is hereby acknowledged Tome Jones and Burbara Jones his wife does hereby grant to Gas Pipe Line Copunds its incleasors and any us the use of a right of way to lay manthers alter, refier, remove and relay parallel fishe Lines for the transportation

404

of oil and gas, and if necessary enot manutain and sperate telegraph and Telephone Line Said sum is acknowledged as full consideration for right of way and also for damages oceanined by sustalling the first Line Grantee to be responsible for duringer to growing crops recourse by making further repairs to rand line and the laying and maintaining other lines contring certains lands in Chantungua County Hussus. State founded as follows to-wit. The Wir of the Mortte Earl & haster and the South back Quarter of the Moth Cast Quarter Section 30 Town 33 Rage 13 In Mitners Whereof The Grantor has herewith set our hand undreal. This 10 the day of June 1915. Borlary Jones. State Of Nursus SS. County Of Chautangua) On this 10th day of June 1915 lefore me the undersigned a Motory Juble in and for the evenly and the appressed personally appeared Tom Jones and Barbara forces to me known to be the identical person who executed the within and foregoing instrumed and acknowledged to me that they executed the same as their fre and voluntary a of and deed for the uses and purposes their set goth Gral Hitness My Hand and Seal Has 10th day of June 1915 My Commence Expuees aug 17 17, notory Sullie Right Of Mary and Canages. Many & Blakemore, will this 22 day of June 1915 at 3 Walock I'm Gas Supe Live Corporation For and in the consideration of the sum & Murteen Adlant to usin hand, verift of which is hereby wellinged, Mary & Blake were a widow, does hereby grant to Gas Tipe Line Confindion its successors und assigns, the resemble a right of way to lay maintain after repair somme and relay parallel Tipe Lines or the housportation of oil and you and if meersary, exect maintaine and operate Telegraph and Telephon Line, Salet sum is acknowledged as full consideration for sight of way and also for damages Occasioned by justalling the first line. Grante to be responsible for clausages to frowing crops Occasioned by making future repairs to revel line, and the laying and major among other lives, enering covering lunds in Chantangua County Namas State, desculed us follows to seit The West half of the South Cast Quarter and the South Cast Sundary the South East Quarter all in Section 33 They 33 Range 13 In Wilness Whereof The Granter has hereunto set my band and seal this 17 the day of May 1915. Mary x & Blakemore Soul State Of Names S.S. On this 10th day of June 1915 to feer me the undersigned a Motory Rubble in nord for the county lond State

```
and acknowledged to be that they executed the rame as their free and volutary act and deed for the uses and purposes therein set forth.

Titness my band and se I this Oth day of March, 1930.
           (SEAL) My commission expires Jan 30, 1934.
                                                                                                                                                                                                            L.G. Parsons, Notary Public
 Ers. Caroline Villiams, N
                                                                                                                                                                                  Filed March 12, 1930, 1:20 P.M.
                                                                                                                                                                                      D.H. Stough,
Register of Deeds.
Union Gas Corporation,

AGET OF LAY CONTRACT.

FOR AID IN CONSIDERATION, of the sum of One Dollar, to use in hand haid, receipt of which is hereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be haid, when such grant shall be used or accupied, here. Caroline Williams, a vidow, does hereby grant, to Union Gas Corporation, successors or assigns the right of way to lay, maintain, alter, repair, operate, remove and relay prealed pipe lines for the transportation of oil or gas, on, over and through certain lands, situate in Chautaugua county, state of hansas, described as follows.

The Si of the Toll of section 8, township 34, range 13, with ingress and egress to and from the same. The said grantors, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damage s which may arise to crops and fences from the laying, maintaining and operating said linear sid damage if not mutually agreed upon, to be acertained 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 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 and the shall be respectation made by the parties or their agents in negotiating the agreement are merged herein.
 Union Gas Corporation,
 negotiating this agreement are merged herein.

In witness whereof, the parties hereto have set their hands and seals this 9th day of Merch, A-D' 1930.
                                                                                                                                                                                                                           Caroline Williams.
   rigned, sealed and delivered in the presence of
   C.E.Graves.
 State of Kans
                                                      s, county of Montgomery, 3S.
   On this 9th day of Ech, 1930, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared Caroline Williams, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me
 that she executed the same and her fre and volutary act and deed for the uses and purposes therein set forth.

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

L.G. Parsons, Motary Public
 Geal) My commission expires Jan 30, 1934.
         G. R. Webber et ux w
                                                                                                          RIGHT OF WAY Contract D. H. Stough,
Register of Deeds.
       Union Gas Corp.

FOR ATD IN CONSIDERALISM OF THE SUM OF one Dollar, to us in hand paid, receipt of which is berely acknowledged, and the further consideration of twenty-five cents per rot for each line, to be paid when such wrant shall be used or occupied, G.R. Webber, and Clara D. Webber, his wife of Sedan, Kansas, does horeby 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 trunsfortation of oil or gas, and if necessary erect, maintain and operate, telephone lines, on, over and through certain lands, situate in Chautauqua County, State of Mansas described as follows:
      follows:
The low of the of Sec. 36 Twp 33 Range 12.
with ingress and egree to and from the came, 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 demages 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 deter mined by three disinterested persons, one thereof to be appointed by the said granters, heirs or assigns, one ly said grantes, 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 promided. It is agreed that all statements and representations made by the parties or their agent: in negotiating this agreement are merged herein.
       herein.

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

G. R. Webber (Sec.1)
       Signed Sealed and Delivered in the preser Clara . Webber (Seal)
       ence of B. J. Funk.
STATE OF KAMSAS
County of hautauqua,
     County of "habtauqua, SS On this 12 day of March 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. R. Webber and Clara D. Webber his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and dded for the uses and purposes therein set forth.

TITIESS By hand and seal this 12 day of March, 1930.

B. J. Funk.
     by commission empires 2/13/34
                                                                                                                                   (Sen1)
                                                                                                                                                                         Notary Public.
                                                                                                | Geo. F. St. John at ux 🔌
                                                                                                                                                                          Filed March 19 1930 1:00 F.M.
     to RIGHT OF WAY D.H. Stough.
Union Gas Corporation Register of Deeds.
FOR AND IN CONSIDERATION of the sum of One Doblar, to us in hand paid, receipt of which is hereby asknowledged and the further consideration in hand paid, receipt of which
```

Lizzie bryant, w to Union Gas Corporation, Filed March 11, 1936, 2:15 F.M. D'H Stough, Register of Deeds.

RIGHT OF MAY CONTRACT.

YOR AND IN COMSIDERATI E, of the sum of one Dollar, to us in band paid, receipt of which is mereby acknowledged, and the further consideration of twenty five cents pew rod for each line, to be paid when such grant shall a used or occupied, lizzie ryant, a cincle ludy of Elk City, Kansas, R.F.D /3, does hereby grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, rep ir, operate, remove and relay paralell pipe lines for the transportation of oil or gas, and it decasary erect, maintain, and operate telegraph or telephone lines, on, over and through certain lands, rituate in Chautauqua Count, State of Kansas, described as follows,

ME of Sec. 25, and south of EMP Sec 26, all in Twp 33, range 12.

With ingress and egges to and from the same. The raid grantorf, hair or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to may any dimages which may arise to crops and inness from the laying, maintaining and operatine said lines; said domages if not mutually agreed upon, to be ascertained and determined by three disinterests persons, one thereof to be appointed by the said grantor heirs or assigns, one by said grantee, encessors or assigns and the third by the two so appointed as aforegoid, 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 until the amount thereof shall have been deterrined as above provided. It is agreed that all statements and representations made by the parties or their agents in accordance this agreement are rerged herein.

IN witness whereof, the parties hereto have not their hands and reals this 6th day of March A.D. 1930.

Signed, scaled and delivered in pursuant of

Lizzie bryant

Ch. c of Vaneas, Teunty of Pontgemery, US.

On this 6th day if Earch, 1936, before re, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lizzie Bryant, to be known to be the identical persons who executed the within and foregoing instruct and actnowledged to me that she executed the rame as her free act and voluntary act and deed for the uses and surposes therein set forth.

Titness my hand and seal this 8th day of Earch, 1930.

J. Christianson, Notary Public

Maggie dmith, N

Filed M arch 11, 1936, 2:20 F.M. D.H. Stough, Register of Deeds.

Union Gas Corporation,

RIGHT OF LAY GOLTRAGT.

FOR ARD IN CONSIDERATION, of the sum of the Doller, to us in hand anid, receive of which is hereby acknowledged, and the further consideration of twent, live centr per red for each line, to be paid when such grant shall be used or occu, led, Viggie Smith and J.A. Anith, her hurband, of Peru, Kansas, does hereny grant to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, resair, operate, remove and relay parallell pipe lines for the transportation of cill or gas, and if necessary erect, maintain andoperate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua county, State of Kansas, described as follows:

The 1824 of 1825 of Sec 36, Twp 33, Mange 12

with ingress and egress to and from the same. The said grantors, heirs or assigns, to folly use and enjoy the said grantes, each to the surposes hereinbefore granted to the said grantee, who hereby agrees to pay any damates thich may arise to crops and fendes from the laying, maintaining and operating said lines; said damage if not mutually agreed upon to be ascertained had deterrised by three disinterested persons, one thereof to be appointed by the said granters, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the Daward of three such dermons shall be final an conclusive and o action shall be brought or maintained for damages until the amount thereof shall have been determined as above revided. It is agreed that all statesants and representations made by the parties or their agents in acquisiting that all statements and r presentations made by the parties or their agents in negotiating this agreement are norged herein.

in witness whereof, the parties beneto have set their hands and seals this sixts day or warch, 1930, signed, sealed and deliver d in the presence of

Mrs. Maggie Smith, Admirtrate? for J.A. Smith, Maggie Smith.

State of Eansach

County of Character, 35.

On this 6th may of March, 1930, before me, the and reigned, a Motary Public in and for the county and state aforesaid, personally appeared Maggie smith for herself and as administrator of J.A.Chith, estate, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that the executed the same as her free and voluptary act and deed for the uses and perposes therein set forth.

forth.

Witness my hand and scal this 6th day of Farch, 193C.

(CMALO, y commission expires Dec. 31, 1932.

C-H Hays, etux, w

TO

Union Gas Corporation,

Piled March 12, 193C, 1:06 F.F.

D-H Stough,

Register of Deeds.

Union Gas Corporation,

NGT CF AY COTTRACT.

YOU AND IT CONSIDERATION, of the sum of One delbar, to us in hand said, receipt of which is bereby acknowledged, and the further consideration of twenty five cents per rod for each line, to be paid when such grant small be used or occupied, of Hays, and wife Alma .

Hays, do hereny grant to Union Gas Corporation, successors or assigns, the right of say to law, recintain, after, relair, operate, remove and relay warded pipe lines for the transportation of oil or cas, on, over and through certain lunds, situate in Chautauqua county, state of Caneas, described as follo s.

The of of the Hay of Acction 10, townshi 54, rance 13.

Will ingress and egreen to and from the same. The said grantors, hairs or assigns, to fully use and enjoy the said archites, except for the air oses bereinbafore granted to

GAS CORPORATION, successors or assignt, the right of way to lay, maintain, alter, rejair, operate, remove and relay parallel pipe lines for the trans ortation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua Sounty, State of Kansas, described as follows:

The North 1/2 of NW 1/4 of Sec. 35, Twp. 33, Range, 12,
with ingress and egress to and from the same. The said granters, heirs or assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said grantes 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 granters, heirs or assigns, one by said grantee, successors or assigns, and the third by the 'mo 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 befar hands and seals this 27th day of march, A. D. 1930.

day of March, A. D. 1930.

Clyde Howell Pearl Howell

State of Mansas, County of Chautauqua, SS:
On this 27 day of March, 1030, before me, the undersigned, a Notary Public, in and for the County and State aforeraid, personally appeared Clyde Howell and Peak Howell, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and volutary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 27 day of larch, 1930.

J. C. Brudley,

(SMAL)

Notary Public

Ly commission expires Feb. 26, 1931.

1-1-1-1-1-1-1-1-1-1-1-1-1

Henry Brandner et ux w TC Union Gas Corporation. Filed March 31, 1930, 1:40 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 gaid, 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, Henry Frandmer and Frandmer, his wife, of Tulsa, Oklahona P. C. Box 831, do hereby grant, to Union Gas Corporation, successors or assigns, the right of way to lay, maintain, alter, repair, operate, rerove and relay parallel pipe lines for the transportation of oil or mas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Chantauqua County, State of Mansus, described as follows: as follows:

with ingress and egrees to and from the same. The said grantor, beins 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 dowages which may arise to crops and fences from the laying, maintaining and operating said lines; said downes 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 a drocraid, 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 It is agreed that all state ents 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 24" day of March, A. D. 1930.

Henry Brandner Emma Brandner .

State of Cklahoma, County of Tulsa, SS:
On this 24" dayof Earch, 1030, before me the undersigned, a Notary Public, in and for the county and State aforesaid, personally appeared Henry Brandner and Emma Brandner, 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 volutary act and deed for the uses and deed for the uses and gurposes therein set forth.

Witness my hand and seal this 24" day of March, 1930.

W. A. Bledsoc.
"Dtary Public (SEAL)

My commission expires 11-21-32.

1-1-1-1-1-1-1-1-1-1-1

J. C. Avery W Mary 7. Avery

Filed Adril 1, 1930, 1:30 F. M. D. H. Stough,
Register of Deeds.

AFFIDAVIT

STATE OF USINSAS, CHAUTAUGUA COUNTY, SS.
J. C. Avery, of lawful age, and first bein duly sworn upon his oath, deposes and

That he was the husband of Mary W. Avery in her lifetime and knows that the said Mary W. Avery, who with this affiant was assigned of a certain mortgage executed by John L. Whaling and Zulieha Whaling, his wife, on Dec. 29, 1896, and recorded in Book 15 of mortgages, at page 130, thereof, is one and the same person as M. W. Avery, who joined in the release of said mortgage by an endorsement on the original instrument, the 15th day of Lay, 1905, which release is recorded on the margin of Book 15 of mortgages at page 136, thereof.

Further affiant saith not

Right of Way of Daniage 453 J. M. Chacey. Filed June 7th 1915, at Hoclack a.M. M. Janksley.
Begister of Deede. For and in consideration of the sum of & Sixteen to us in ho paid, reciept of which is hereby acknowledged I m Chacy H. C Chacey does hereby grant to Gas Pipe Line Corporation its successors and assigns, the use of a right-of-way to bay, main tains, after repair, remove, Pipe hime for the transportation of sit and gas, and, if necessary, exect, 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 crope and Luces occassioned by this line and making future repairs to said hine covering certains lands in Chardengua County, Kansas State, described as follows, to-wit: The N. E. & Sec. 35, Jour 33, Range 12 In Vitness Where of The Grantor has here unto set our hand and seal this 13th day of April 1915 (seal) County of Chantangua) N. 6. Chacey, On this 13" day of May, 1915, before me, the undersign a notary Public, in and for the County and State alor personally appeared I. M. Chacey and A. C. Chacey her acknowledged to me that they executed the san free and voluntary act and deed for the uses and purposes therein set forther Vitness My Hand and seal this 13th day of May, 1915. My Commission Expires Jan. 22, 1918.

STATE OF KANSAS) Chaulauqua County) ss \$103.00 This instrument was filed for record this 11 day of Oct. 2016 at 9:00 o'clock AM and duly recorded in book 177 of records on page 225 177

REGISTER OF DEEDS

OIL AND GAS LEASE

THIS LEASE made and entered into this 5 day of October, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of The E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A dated Novembber 29, 2007, hereinafter called Lessor (whether one or more), to Quail Run Oil & Gas, LLC, hereinafter called Lessee.

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

- Term. This lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil, gas or other products covered hereby are produced from the leased premises, or the leased premises are being developed or operated, including by dewatering operations preliminary to the production of gases, or the term is otherwise perpetuated as provided herein.
 - Royalty. In consideration of the rights herby granted Lessee covenants and agrees:
- To deliver to the credit of Lessor, as royalty, one-eighth (1/8) part of the oil or other liquid hydrocarbons produced, saved and marketed from the leased premises, said payments to be made monthly.
- To pay Lessor, as royalty, for gas of whatsoever nature or kind (with all of its constituents) produced and sold, one-eighth (1/8)

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

- 4. Shut-In Royalty. When gas is not being sold or used and a gas well capable of producing in paying quantities is shut in or has commenced dewatering operations on the leased premises, whether or not said well has theretofore actually produced, and there is no current production of oil or gas or operations on the leased premises sufficient to keep this lease in force beyond the primary term, this lease shall, nonetheless, remain in full force and effect, and it will be deemed that gas is being produced, if Lessee pays or tenders to Lessor \$1.00 per net mineral acre annually as shut-in royalty, payable at the end of each yearly period during which such gas is not sold or used.
- 5. Paid Up. This is a paid up lease. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.
- 6. Continuous Operations. If, at the expiration of the primary term of this lease, there is no well on the leased premises which is capable of producing oil or gas in paying quantities, but Lessee is then engaged in drilling or reworking operations, then this lease shall continue in force so long after the primary term as drilling or reworking operations are being conducted on said land and drilling or reworking operations shall be considered to be conducted if not more than one-hundred-twenty (120) consecutive days shall lapse between the completion or abandonment of a well and the beginning of operations for the drilling or reworking of the well or another well whether such completion or abandonment occurred during or after the primary term.
- 7. Bury Lines. Lessee shall bury pipelines associated with this lease to the extent practicable.
- 8. Proximity. No well shall be drilled nearer than 300 feet to the dwelling or barn, any other improvement and ponds, if any, located on the leased premises, without the written consent of Lesson.
- 9. Risks. All of Lessee's operations shall be conducted at the sole cost, risk and expense of Lessee, and Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims, liens, demands, judgments and liabilities of whatsoever nature arising operations.

- 10. <u>Damages</u>. Lessee shall pay for damages caused by its operations to growing crops and pasture on the leased premises. If Lessor and Lessee cannot agree as to the amount of damages, a third party acceptable to Lessor and Lessee and knowledgeable of the value of growing crops shall determine the amount of damages.
- 11. Roads. Lease roads shall be no wider than twenty (20) feet and there shall be no more than one (1) lease road to each well.
- 12. <u>Protection</u>. All wells and tank batteries shall have cattle-proof fences or panels surrounding the same.
- 13. Remediation. Lessee shall exercise due diligence in addressing oil and/or saltwater spills and Lessee shall use due diligence in all development and production activities so as to minimize damage to the real estate. All temporary pits shall be backfilled and surface restored following completion of operations.
- 14. Entirety and Exceptions. If Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may at the election of the Lessee be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire area of the leased premises. Provided, however, if the Lessee reasonably determines that production or potential production from the wells on separate tracts do not significantly draw on common sources of subterranean supply, or that separate tracts may be more efficiently operated as separate units, then the Lessee may elect not to treat the royalty as an entirety, and in that event shall separately measure production and pay the royalty to the owner of the separate tracts from which production is actually obtained. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil or gas produced from such separate tracts.
- 15. Assignment. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs, executors, administrators, successors or assigns. However, no change in or division of the ownership of the right to receive royalties, delay rentals or other payment to Lessors hereunder, whether such change is by assignment, partition or otherwise, shall operate to increase or enlarge the obligation or to diminish the rights of Lessee hereunder. No change in the ownership of the land or assignment of royalties shall be binding on Lessee until after Lessee has been furnished with a written transfer or

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

- Easement. Lessor grants to Lessee one or more easements for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing pipelines for the transportation of water, brines, oil, gas and other substances, for electric line(s), and for ingress and egress at locations to be determined by Lessee on, in, over and through the land described hereinabove. The centerline of such easements shall be the center of the pipeline(s), electric line(s)or ingress/egress roads as actually laid. Lessee will consult with Lessor on course, route and direction of easements so as to minimize interference with surface use by Lessor. Pipeline(s) and electric line(s) shall be buried when reasonably practicable below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such pipeline(s) and electric line(s) and roads. The easement (s) hereby granted shall be construed as if conveyed by separate instrument, without regard to the oil and gas lease or the term or limitation thereof; provided, however, that if use of such easement and right of way is not actually commenced within the term of this oil and gas lease or extension or renewal thereof then the easement right granted hereunder shall cease. The easement(s)granted are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said lease, which rights are not hereby diminished or affected, it being understood that the easement(s) provide for transporting products mentioned herein which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. easement(s) granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said oil and gas Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes herein mentioned.
- 17. <u>Injection/Disposal</u>. Lesser hereby grants unto the Lessee the privilege to drill, complete, operate and maintain one or more wells for the subsurface injection and or disposal of brines and other fluids and gases whether produced from the lands covered hereby or from other lands adjacent thereto or in the vicinity thereof, and for purposes of repressurization or other enhance recovery techniques to inject gases or fluids from foreign sources which Lessee may deem conducive and useful to its operations. The Lessee's right to use and operate wells may be continued beyond the term of this lease by the payment to Lessor of an annual fee of \$1,000 per well, which payment shall cover the use of such well and reasonable surface facilities useful or necessary to the operation thereof. The annual fee shall be due within 30 days after

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

- 18. Access. Lessor grants Lessee access to the lands covered hereby through any adjacent or contiguous lands owned by the Lessor for purposes of ingress and egress and for the purposes of installation, repair, maintenance and replacement of any gathering lines or disposal lines such grant specifically including:
 - (i) Existing access road, gathering lines and disposal lines, running on a course from Independence Road along the North line of E/2NE/4 25-33S-12E thence Southwesterly to the Lease Yard described in paragraph 19, below; and
 - (ii) Gathering lines and disposal lines running on a course North from the E/2 12/33S-12E through the SE/4SE/4 and NE/4SE/4 1-33S-12E.
- 19. Lease Yard. Lessee shall have the right to maintain a lease yard in the SE/45W/4NE 25-33S-12E to stage, store, repair, maintain and utilize oil field parts, supplies, equipment, pipe and rolling stock for and in connection with Lessee's operations upon said lease yard, the lands covered hereby, and other lands in the general vicinity hereof, such rights to continue for the term of this oil and gas lease, by extensions or renewals hereof, and for 5 years thereafter. The rights herby granted with respect to the lease yard include the right to produce oil and gas therefrom and to conduct injection/disposal operations as provided in paragraph 17, above (including the right to perpetuate the same by the payment of the annual rental specified therein if such rights are not otherwise preserved by the terms hereof).
- 20. <u>Surrender</u>. Lessee may at any time and from time to time surrender this lease as to all or any part of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county, and thereafter Lessee shall be relieved of all obligations accruing hereunder as to the portion of the leased premises so surrendered.
- 21. Removal. Lessee shall have the right for a reasonable time not to exceed 180 days after surrender or termination of the lease to remove all equipment and fixtures placed on the leased premises, including the right to draw and remove casing.
- 22. <u>Breach</u>. In the event the Lessor, at any time, considers that operations are not being conducted in compliance with this lease or that Lessee is otherwise in breach of, or in non-compliance with, any term of this lease, either express or implied, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach or non-

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

- 23. Applicable Laws. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and producing of wells, and the price of oil, gas and other substances covered hereby.
- 24. Force Majeure. When drilling, reworking, producing or other operations are prevented or delayed by such laws, rules, regulations or orders, or by operation of force majeure, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and if such prevention or delay shall occur during the primary term the period of such prevention or delay shall be added to the primary term hereof. If any such prevention or delay should commence after the primary term hereof, Lessee shall have a period of 120 days after the termination of such period of prevention or delay within which to commence or resume drilling, producing or other operations hereunder, and this lease shall remain in force during such period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, producing or other operations are so prevented, delayed or interrupted.
- 25. Title. Lessor hereby grants and warrants to the Lessee all of the rights granted to the Lessee under this lease and warrants that Lessor has merchantable title to the leased premises, subject to mortgages and easements of record, and that Lessor has full and exclusive right to lease the same. Lessor further warrants and agrees to defend the title to the leased premises and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty, shut-in royalty, or rentals accruing hereunder.
- 26. Entire Agreement. This instrument contains the entire agreement of the parties and it may not be changed or modified except by subsequent written agreement signed by both parties.

27. <u>Binding</u>. This Lease shall be binding upon the Lessor and Lessee, their successors and assigns, except as otherwise expressly herein provided.

IN WITNESS WHEREOF, this lease agreement is signed and executed on the day and year first above written:

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

James R. Perkins, President

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

By: E. Wayne willhite, Trustee

By: Ougena J. Willhite, Trustee

Eugena L. Willhite, Trustee

STATE OF KANSAS)
COUNTY OF MONTGOMERY)

Appointment Expires:

DE IT REMEMBERED that on this 5 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 Kansas limited partnership, Lessor shown above, who is 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 to be his 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.

NOTARY PUBLIC

STATE OF KANSAS) SE

BE IT REMEMBERED that on this _____ day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came E. Wayne Willhite and Eugena L. Willhite, husband and wife, Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A dated November 29, 2007, Lessors shown above, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

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

My appointment Expires:

NOTARY PUBLIC

8

EXHIBIT "A"

Township T33S, R12E, Chautauqua County, Kansas

Section 1: Easement only for gathering and disposal pipelines through 🗸

the NE/4SE/4 and the SE/4SE/4.

Section 12: NE/4, N2SE/4, and S/2SE/4 East of former location of the

Missouri Pacific Railroad Right-of-Way.

Section 13:

All of the N/2 lying South and East of the location of the Missouri Pacific Railroad Right-of-Way, the SE/4, and the SW/4, except an undivided one-half (1/2) of the oil, gas and other minerals in the N/2NW/4SW/4 of said Section 13.

Section 14: E/2SE/4, except an undivided one-half (1/2) of the oil, gas,

and other minerals.

Section 23: NE/4NE/4 ✓

N/2NW/4 and E/2 Section 24:

SE/4SW/4NE/4 (Lease Yard) Section 25:

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

Section 7: NW/4, W/2SW/4 V

Section 18: N/2NW/4 /

Section 19: The NW/4SW/4, and also the North 1155 feet of the West 1/

660 feet of the NW/4

the coregoing instrument, and acknowledged to me that he executed the same. the coregrand instrument, and acknowledged to me that he exertificate first above

(SEAL)

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

ملهجاعاعا

My commission expires April 9th, 1947.

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

Filed: January 27, 1954, 9:10 A.M. Ruhy M. Polk Register of Deeds

QUIT CLAIM DEED

THIS INDEMTURE, Made this lith day of November, in the year A.D. 1953, between CLTDE P. GRAEBER THIS INDEMPTHER. Made this left day of November, in the year A.D. 1955, between CLYDE F. GRAEL and DOROTHY DELL GRAEFER, his wife, 1008 Thompson Building, Tulsa 3, Oklahoma, of the first part, and Helen M. Davis. One-Half (1/2) Interest; Jacqueline D. A ndrews, One-Eighth (1/8) Interest; Daphne D. Muchnic, One-Eighth (1/8) Interest; True Davis, One-Eighth (1/8) Interest; Davis, One-Eighth (1/8) Interest of the second part.

acknowledged, do hereby guit claim grant, hargain, sell and convey unto said parties of the second part and to their heirs and assigns, forever, all right, title. interest and estate, both at law and in equity of, in and to the following described real estate situate in the County of Chautauoua State of Kansas

To the Surface Rights only in the following described land:

The Northwest Q narter (NW+) of the Northeast Q narter (NW+) and the Southwest Q narter (SW+) of the Northwest Quarter (NW+) and the Morthwest Quarter (NM2) of the Southwest Quarter (SM2) of Section Thirty-siv (36). Township Thirty-three (23) South, Range Twelve (12) East of the 6th P.M.

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

(Documentary Stamps \$1.10 Cancelled)

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

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

Signed, sealed and delivered in the presence of:

Witness:

Vera Moore Fern Pasley Clyde P. Graeber (Clyde P. Graeber) Dorothy Dell Graeber (Dorothy Dell Graeber)

STATE OF OKLAHOMA. COUNTY OF TULSA. SS:

Refore me, the undersigned, a Notary Fublic, in and for said County and State, on this loth day of November, 1953, personally appeared Clyde P. Graeber and Dorothy Dell Graeber, his wife, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes there in set forth.

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

My Commission expires Angust 16th, 1954.

Opal Yard
Notary Public
Tulsa, Oklahoma.

R. U. Hobbins, Adm. Joe Y. Allan

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

ADMINISTRATORS QUIT CLAIM DUED

KNOW ALL MEN BY THESE PRESENTS:

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

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

long east and west, in consideration of the said Joe Y. Allen and his wife executing and delivering to said R. O. Robbins as



Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

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

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

- 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.



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

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

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

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

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

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

First American Title Insurance Company

Dennis J. Gilmore

President

Jeffrey S. Robinson Secretary Issued By:

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

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

This jacket was created electronically and constitutes an original document

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