



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
6610 SW 29th
Topeka, KS 66614
Phone: 785-272-2900
Fax: 785-430-5391

Contact: **Jeff Jensen**
Email: **jjensen@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2439185**

Report Effective Date: **April 15, 2021, at 7:30 a.m.**

Property Address: **23995 S. California Rd, Lyndon, KS 66451**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Veronica Jennings, Kevin Pouch and Shane Pouch

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.



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Any questions regarding this report should be directed to: **Jeff Jensen**

Phone: **785-272-2900**, Email: **jjensen@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a Warranty Deed from Veronica Jennings, Kevin Pouch and Shane Pouch, stating marital status and joined by spouse, if any, to Buyers To Be Determined.**
6. The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.
7. Provide this Company with a properly completed and executed Owner's Affidavit.
8. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.



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NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. 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
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2020 in the amount of \$4,433.58, are paid in full.**
Cama:129-29-0-00-00-001.00-0; Tax ID: 153-09223
 8. **Subject to existing road, street or highway rights of way.**
 9. **Easement Conveyance to Kansas Power & Light Company recorded May 25, 1948 in Misc Book 30, Page 268.**
 10. **Easement Conveyance to Kansas Power & Light Company recorded August 12, 1948 in Misc Book 30, Page 311.**



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Phone: **785-272-2900**, Email: **jjensen@security1st.com**

11. **Right of Way Agreement with United Telephone Company recorded June 18, 1962, in MIsc Book 38, Page 488.**
12. **Deed for Highway Purposes recorded January 25, 1963 in Book 236, Page 322.**
13. **Certificate of Assignment by Fence Viewers recorded June 17, 1996, in Book M 76, Page 60.**
14. **Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2, 1984, in Book M 41, Page 926 and all amendments thereto.**
15. **Terms and provisions of the oil and gas lease executed between JoAnn Pouch, a single person, lessor, and HOP Energies, LLC, lessee, for a primary term of 5 years, filed November 21, 2012, recorded in/on Book N 34, Page 68, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

Dated: **April 15, 2021, at 7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER

EXHIBIT "A"

The East 100 acres of the Northeast Quarter of Section 29, Township 16 South, Range 16 East of the 6th P.M., Osage County, Kansas, less the following:

Beginning at a point 1,336 feet West of the Northeast corner of Section 29, Township 16 South, Range 16 East of the 6th P.M. and 98.2 feet South of the North line of said Section 29; thence South 208.7 feet; thence West 208.7 feet parallel to said North line of Section 29; thence North 208.7 feet; thence East 208.7 feet parallel to the said North line of Section 29, to the point of beginning.

AND

The West 60 acres of the Northeast Quarter of Section 29, Township 16 South, Range 16 East of the 6th P.M., Osage County, Kansas.

AND

The South 60 acres of the Northwest Quarter of Section 29, Township 16 South, Range 16 East of the 6th P.M., Osage County, Kansas.

PROPERTY TAX INFORMATION



Database was last updated on 04/20/2021

[Return To County Website](#) [Logout](#)

Tax Statement Details

Type	CAMA Number	Tax Identification	
RL	129 29 0 00 00 001 00 0 01	153-09223	
Owner ID	JOAN00087JO ANN POUCH		Current Taxes
Taxpayer ID	JOAN00087JO ANN POUCH		
23995 S CALIFORNIA RD		66451	Print Friendly Version
Subdivision Invalid Code	Block	Lot(s)	Section29 Township 16 Range 16
Tract 1 09223			

Statement # 0010783

Details

Total Assessed Value:	\$31,016.00
Total Mill Levy:	144.42800
General Tax:	\$4,433.58
Specials:	\$0.00
Total Tax:	\$4,433.58
Received To Date:	\$4,433.58
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
2431	12/18/2020	2020	\$4,433.58	\$0.00

For delinquent tax pay off amount contact Osage County Treasurer 717 Topeka Ave, Lyndon, KS 66451, (785) 828-4923.

[Back To Search Results](#)

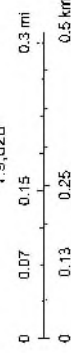
[Back To Search Criteria](#)

23995 S California



4/21/2021, 12:16:07 PM

1:9,028



Missouri Dept. of Conservation, Esri, HERE, Garmin, INCREMENT
P, Intermap, NGA, USGS

Missouri Dept. of Conservation, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS
OS User

Harlan Goldsmith and :
Elsie Goldsmith, his :
wife, :
TO :
Kansas City Power & :
Light Company :
:

Filed for Record May 25, 1948, at
4:35 P. M.

Oliver L. Green,
Register of Deeds.

EASEMENT CONVEYANCE
(Individual)

This contract, made on this 15th day of April 1948, by and between Harlan Goldsmith and Elsie Goldsmith, his wife, of the County of Osage and State of Kansas parties of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part.

Witnesseth:

The parties of the first part in consideration of the sum of One dollar and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electric energy and for communication purposes over, along and across the following lands in the County of Osage and State of Kansas viz: Set poles, string wires, overhead cross arms, set necessary anchors, maintain proper tree clearance on over and across the southeast quarter of the northeast quarter of section 29, township 16S, range 16E

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes.

In Testimony Whereof we have hereunto set our hands and seal the day and year above written.

Harlan Goldsmith
Elsie Goldsmith

State of Kansas)
County of Osage) ss.

I, Ada Nelhart a Notary Public within and for the county aforesaid, do hereby certify that on this 15 day of April, A. D., 1948, before me personally appeared within the county aforesaid Harlan Goldsmith and Elsie Goldsmith, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 16 day of August, A. D., 1949.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

NOTARIAL SEAL)

Ada Nelhart
Notary Public Osage County Kansas

No. 38504

Fred A. Reichart and :
Lena Reichart, his wife, :
TO : Basement Conveyance
Kansas City Power & : (Individual)
Light Company, a corpor- :
ation. :

Filed for record August 12, A.D.
1948, at 1:15 P.M.
Oliver L. Green,
Register of Deeds.

No.39107

EASEMENT CONVEYANCE
(Individual)

This contract, made on this 20th day of July 1948, by and between Fred A. Reichart and Lena Reichart his wife of the County of Jefferson and State of Kansas parties of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part,

Witnesseth:

The parties of the first part in consideration of the sum of One dollar and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and maintain poles and wires for the transmission and conveyance of electric energy and for communication purposes over, along and across the following lands in the County of Osage and State of Kansas viz: Set poles, string wires, overhang cross arms, set necessary anchors on, over and across the Southeast 1/4 of Section 20-T16S-R16E, less railroad right of way; also along the North side of the West 60 acres of the Northeast 1/4 of Section 29-T16S-R16E. Also permission to maintain proper tree clearance.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns, as long as the same may be used for such purposes. In Testimony Whereof we have hereunto set our hands and seals the day and year above written.

Fred A. Reichart
Lena Reichart

State of Kansas)
County of Jefferson) ss.

I, Bert W. Booth a Notary Public within and for the county aforesaid, do hereby certify that on this 20 day of July A. D., 1948, before me personally appeared within the county aforesaid Fred A. Reichart and Lena Reichart to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And I further certify that my notarial commission expires on the 10th day of Dec. A. D., 1950.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

Notary Public Bert W. Booth
County of Jefferson State of Kansas.

(NOTARIAL SEAL)

My Commission Expires December 10, 1950

38 MISC 488

Harlan E. Goldsmith and:
Elsie L., his wife, :
TO : RIGHT-OF-WAY
United Telephone Co. of : AGREEMENT
Kans. Inc. :

Filed for Record June 18, A.D.
1962 at 3:25 o'clock P.M.
Oliver L. Green
Register of Deeds

RIGHT-OF-WAY AGREEMENT

This indenture made the 18th day of June 1962 between Harlan E. Goldsmith and Elsie L., his wife, parties of the first part and The United Tele Co of Kans Inc Telephone Company, a corporation organized and existing under the laws of the State of Kansas, party of the second part:

WITNESSETH that the said parties of the first part, in consideration of the sum of \$1.00 paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant to the said party of the second part, its successors and assigns, full and free right, liberty, and authority to enter upon and to construct, operate and maintain a telephone pole line over and upon a strip of land 15 feet in width and 1320 feet in length, across the following described real estate situated in Osage County, Kansas, to wit:

beginning at a point 15 feet west of the Northeast corner of the NE $\frac{1}{4}$ of Section 29, T16S, R16-E and extending south $\frac{1}{2}$ mile to give clear Right of Way.

To have and to hold the said easement or right of way unto the said party of the second part, its successors and assigns, as appurtenant to its telephone system and so long as the said party of the second part, its successors or assigns, shall continue to operate such telephone system.

IN WITNESS WHEREOF, the said parties of the first part have executed this instrument the day and year first above written.

Harlan E. Goldsmith

Elsie L Goldsmith

STATE OF Kansas)
) SS.
COUNTY OF Osage)

Be it remembered, that on this 18 day of June 1962, before me the undersigned, a notary public in and for the county and state aforesaid, came Harlan E. Goldsmith and Elsie L. Goldsmith, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing and such persons duly acknowledged the execution of the same.

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

(NOTARIAL SEAL)

My Commission Expires: 8-16-1965.

Ada Weihart
Notary Public

236-322

Harlan E. Goldsmith and:
Elsie L. Goldsmith :
(husband & wife) : DEED FOR HIGHWAY
TO : PURPOSES
State of Kansas :

Entered in Transfer Record
January 25, A.D. 1963.
Alcatha F. Retschlag, County Clerk
By Florence Whitaker, Deputy

Filed for Record January 25, 1963
at 8:00 o'clock A.M.

Oliver L. Green
Register of Deeds

STATE HIGHWAY COMMISSION OF KANSAS
DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this 3 day of Jan. 1963 between Harlan E. Goldsmith and Elsie L. Goldsmith (Husband & Wife) of Osage County, Kansas, parties of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That parties of the first part, in consideration of the sum of \$980.00 Nine Hundred Eighty & 00/100---dollars to them in hand paid by party of the second part, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell and convey unto the party of the second part forever all their right, title and interest in and to the following described real estate lying and situate in the County of Osage and State of Kansas, to wit:

A tract of land in the Northeast Quarter of Section 29, Township 16 South, Range 16 East described as follows: BEGINNING at the Northeast Corner of said Quarter Section; thence South along the East line of said Quarter Section, 422.7 feet, said East line having a bearing of South 1 degree 26 minutes East; thence South 88 degrees 49 minutes West 20.0 feet; thence North 8 degrees 12 minutes West 317.4 feet; thence South 69 degrees 08 minutes West 980.0 feet; thence South 88 degrees 49 minutes West 800.0 feet; thence South 88 degrees 19 minutes West 580.0 feet; thence North 88 degrees 28 minutes West to a point on the West line 82.7 feet South of the Northwest Corner of said Quarter Section; thence North 1 degree 26 minutes West 82.7 feet along said West line to the North line of said Quarter Section; thence North 88 degrees 36 minutes East, along said North line to the place of beginning. The above contains 4.90 acres, more or less, exclusive of the existing highway.

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to parties of the first part, Their heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 68-413 G.S. Supp. 1959.

And the parties of the first part for Themselves, Their heirs, executors and administrators, does hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents They are lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except None and that They will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said parties of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said part of the first part has hereunto set Their hands the day and year first above written.

/s/ Harlan E. Goldsmith
Harlan E. Goldsmith

/s/ Elsie L. Goldsmith
Elsie L. Goldsmith

STATE OF KANSAS, Osage COUNTY, SS.

On this 3 day of Jan. A.D. 1963, before me, a notary public in and for Osage County State of Kansas, personally appeared Harlan E. & Elsie L. Goldsmith to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as Their voluntary act and deed.

(NOTARIAL SEAL)
My commission expires 3-24 1965
E L Sowell
Notary Public

BEFORE THE BOARD OF COUNTY COMMISSIONERS, OSAGE COUNTY, KANSAS

IN THE MATTER OF THE COMPLAINT OF:
RUDOLPH A. POUCH

CERTIFICATE OF ASSIGNMENT BY FENCE VIEWERS

Now on the 29th day of May, 1996, the Board of County Commissioners of Osage County, Kansas acting as fence viewers, having viewed the partition fence lying east and west which separates the NE1/4, except tract beginning 1336.8'W and 98.2'S of NE corner NE1/4, S208.7', W208.7', N208.7', E208.7' to point of beginning and S990' of NW1/4 less ROW Section 29, Township 16, Range 16, belonging to Rudolph A. and JoAnn Pouch, from the N1/2 NE1/4 SE1/4 less ROW Section 29, Township 16, Range 16, belonging to Ronald L. and Debra D. Platt, with notice previously given as to the fence view, pursuant to the provisions of K.S.A. 29-304.

The Board makes the following findings of fact and assignment:

1. Rudolph A. and JoAnn Pouch are responsible for and are assigned the west one-half of the fence which separates the NE1/4, except tract beginning 1336.8'W and 98.2'S of NE corner NE1/4, S208.7', W208.7', N208.7', E208.7' to point of beginning and S990' of NW1/4 less ROW Section 29, Township 16, Range 16 from the N1/2 NE1/4 SE1/4 less ROW Section 29, Township 16, Range 16 Valley Brook Township.
2. Ronald L. and Debra D. Platt are responsible for and are assigned the east one-half of the fence which separates the NE1/4, except tract beginning 1336.8'W and 98.2'S of NE corner NE1/4, S208.7', W208.7', N208.7', E208.7' to point of beginning and S990' of NW1/4 less ROW Section 29, Township 16, Range 16 from the N1/2 NE1/4 SE1/4 less ROW Section 29, Township 16, Range 16 Valley Brook Township.
3. The respective landowners shall erect, keep up and maintain in good repair the boundary line fence thus assigned.
4. That the cost of the fence view is \$ -0- and is taxed to the party requiring the fence view, pursuant to K.S.A. 29-203.

WITNESS our hands this 29th day of May, 1996.

BOARD OF COUNTY COMMISSIONERS
OSAGE COUNTY, KANSAS, ACTING AS
FENCE VIEWERS.



Eldon H. Christesen
ELDON H. CHRISTESEN, CHAIRMAN

Charles A. Hutchison
CHARLES A. HUTCHISON, MEMBER

Frank C. Mersmann
FRANK C. MERSMANN, MEMBER

ATTEST:

Karen Persinger
KAREN PERSINGER
OSAGE COUNTY CLERK



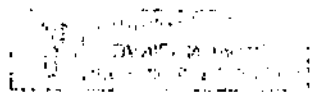
ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS } SS
County of Osage

This instrument Filed for Record this
17th day of June A.D. 1996
at 3:00 o'clock P.M. and duly
recorded in Vol. M 76 Page 60
Linda L. Massey Reg. of Deeds
Linda L. Massey

\$6.00 check Osage County Clerk's Office
Lyndon, KS 66451

1284562



STATE OF KANSAS, OSAGE COUNTY, SS
LINDA L. MASSEY, REGISTER OF DEEDS

Book: N34 Page: 68

Receipt #: 54678
Pages Recorded: 2

Recording Fee: \$8.00
Technology Fund: \$4.00

Date Recorded: 11/21/2012 1:00:00 PM

ORIGINAL COMPARED WITH RECORD

When Recorded, Return To:

OIL AND GAS LEASE

AGREEMENT, made and entered into this 28th day of August, 2012, by and between JoAnn Pouch, a single person whose mailing address is 23995 S California Rd, Lyndon, KS 66451, hereinafter called lessor (whether one or more), and HOP Energies, LLC, PO Box 47911, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Osage, State of Kansas, described as follows, to wit:

Township 16 South, Range 16 East

Section 29: NE $\frac{1}{4}$ less the following tract: Beginning at a point 1336 feet West of the NE Corner of said Section 29, and 98.2 feet South of the North line of said Section 29, thence South 208.7 feet, thence West 208.7 feet, thence North 208.7 feet, thence East 208.7 feet parallel to the said North line of Section 29, to the Point of Beginning, containing 1.000 acres, more or less.

And

The South 60 acres of the NW $\frac{1}{4}$

In Section XXXX, Township XXXX, Range XXXX and containing 219.000 Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3. In consideration of these premises lessee covenants and agrees:
 - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
4. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.
5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. 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, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. 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.
12. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.
13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
14. Lessor hereby warrants and agrees to defend the title to the lands herein described, 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 above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
15. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well, or into a unit or units not exceeding 640 acres each in the event of a horizontal oil or gas well; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. Production, drilling or reworking operations anywhere on the unit or pooled acreage, which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

x JoAnn Pouch
JoAnn Pouch

STATE of Kansas)
COUNTY of Osage)

ss: Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of August, 2012, personally appeared JoAnn Pouch, a single person, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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

My commission expires



Daniel N. Payne
Daniel N. Payne, Notary Public

12/11/11