

 First American Title™	ALTA Commitment for Title Insurance
Schedule A	ISSUED BY First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Brandi Salinas	Issuing Office: Frazee Abstract & Title, Inc.
Issuing Office's ALTA® Registry ID: 1026923	Loan ID No.:
Commitment No.: 21-0740-1	Issuing Office File No.: 21-0740
Property Address: 6877 N Road S, Ulysses, KS 67880	

SCHEDULE A

1. Commitment Date: October 4, 2021 at 08:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA Owners Policy (06/17/06)
 Proposed Insured: To Be Determined
 Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Smith Farms, Inc.
5. The Land is described as follows:
 All of Section Twenty-five (25), Township Twenty-seven (27) South, Range Thirty-six (36) West of the Sixth Principal Meridian, Grant County, Kansas.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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	First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII		ISSUED BY First American Title Insurance Company
		21-0740-1

Commitment No.: 21-0740-1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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.
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.
 - a. Warranty Deed from Smith Farms, Inc. to To Be Determined.
 - b. Warranty Deed from Mary Ann Kraft, Douglas Dean Feldman, Stephen Ray Feldman, Alan Burris Feldman and spouses, if applicable to To Be Determined; (regarding mineral interest).
5. Provide a properly executed Owner's Affidavit, to be completed at closing.
6. Furnish copy of a Resolution by the Board of Directors of Smith Farms, Inc., authorizing the execution and delivery of all instruments necessary for the consummation of this transaction by the proper officers, and specifically naming said officers and their titles.
7. Provide the Company with satisfactory proof that Smith Farms, Inc., is in good standing in its state of organization. (completed)

WE RESERVE THE RIGHT TO MAKE SUCH ADDITIONAL REQUIREMENTS AS MAY BE NECESSARY AFTER COMPLIANCE WITH THE PRECEDING PARAGRAPHS.

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. General taxes and special assessments for the year 2021 and thereafter.

2020 Real Estate Taxes are shown paid full -
SE/4 in the amount of \$2,188.56
SW/4 in the amount of \$2,157.43
NW/4 in the amount of \$2,160.30
NE/4 in the amount of \$2,476.17

SPECIAL EXCEPTIONS

8. Rights of way and easements for roadways, streets and highways.
9. Water rights, claims or title to water, whether or not shown by the public records.

INFO: Consult with the Kansas Department of Agriculture, Division of Water Resources Garden City, Kansas office Tel. (620) 276-2901 for the current status of water rights, change in place of use, point of diversion and use made of water rights, etc. under Kansas law. It should be noted that documents relating to water are not always filed of record in the local County Register of Deeds, the Division of water Resources is the controlling office.

INFORMATION ONLY:

Approval for Application for Change in Point of Diversion, Water Right File No. 9,279 recorded September

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SCHEDULE BI AND BII

(Continued)

29, 2004 in Book 53 MISC at Pages 91-92.

Certificate of Appropriation for Beneficial Use of Water, Application No. 6254, Priority Date 10-29-1956, recorded April 27, 1972 in Book 27 MISC at Pages 219-220.

Certificate of Appropriation for Beneficial Use of Water, Application No. 9279, Priority Date 5-2-1963, recorded April 27, 1972 in Book 27 MISC at Pages 221-222.

10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

NOTE: Smith Farms, Inc. deeded all mineral interest away in QCD recorded June 26, 1995 in Book 62 of Deeds Page 42. Assignment recorded in Book 31 O&G Pages 685-686 assigns 1/2 mineral interest to Mary Ann Kraft and 1/2 mineral interest to Estate of Bonnie Clair Feldman who heirs are Alan Burris Feldman, Douglas Dean Feldman and Stephen Ray Feldman.

Affidavit of Production dated April 18, 1947 by Columbian Fuel Corporation, recorded May 1, 1947 in Book 16 MISC at Pages 315-316; covering Lease Book 3 Page 471 and Book 8A Page 136A; Declaration of Unitized Operations recorded September 29, 2009 in Book 35 O&G at Pages 314-366.

11. Terms and provisions of Amendment of Oil and Gas Lease recorded May 16, 2007 in Book 33 O&G at Pages 638-639; regarding House Gas Clause.
12. Terms and provisions of Right of Way Easement dated May 1, 2008 in favor of Pioneer Electric Cooperative, Inc., recorded June 16, 2008 in Book 12 ROW Page 232; covering SW/4.
13. Terms and provisions of Compressor Surface Lease dated October 2, 2006 in favor of OXY USA, Inc., recorded October 20, 2006 in Book 54 MISC at Pages 206-210; covering SE/4.
14. Terms and provisions of Right of Way Grant dated July 17, 1946 in favor of Columbian Fuel Corporation, recorded July 19, 1946 in Book 15 ROW Page 453; Assignment dated June 21, 1959 to Panhandle Eastern Pipe Line Company, recorded August 3, 1959 in Book 22 MISC Pages 534-536; covering All of 25-27-36.
15. Terms and provisions of Easement dated February 11, 1980 in favor of Panhandle Eastern Pipe Line Company, recorded March 10, 1980 in Book 4 ROW Pages 431-432; covering NE/4.

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That public notice is hereby given under the provisions of Chapter 55, Article 2, Section 55-205, General Statutes of Kansas, 1935, that said lessee above named is now the owner of the above described lease as hereinbefore set forth; that a gas well producing gas in paying quantities has been completed upon the SE Quarter of said section 25, Township 27 South, Range 36 West, said well having been commenced on or about March 23, 1947; that said lessee is now in possession of the above described lands and is entitled by the terms of said lease to continue in possession and in operation of said well and of said lease as long as oil or gas or either of them is produced from the above described land.

R.A. Cover

Subscribed in my presence and sworn to before me this 18th day of April, 1947

My commission expires March 30, 1948
(SEAL)

Lyman J. Potter
Notary Public, Kings Co.
New York, New York.

STATE OF KANSAS, GRANT COUNTY SS.

FILED FOR RECORD THIS _____ DAY OF _____

May 18 1947
W. B. Osborn
REGISTER OF DEEDS

CHANGE OF DEPOSITORY AND
RATIFICATION OF LEASE- Form Mag No. X

WHEREAS, W.B. Osborn, hereinafter called party of the first part, is the owner and holder of an oil and gas lease on the following described land in Grant County, State of Kansas, to-wit:

The Southwest Quarter of Section 5, in Township 29 South, of Range 36, West of the 6th P.M., containing 160 acres, more or less, which lease was executed by Illinois Bankers Life Assurance Company, Monmouth, Illinois, on the 5th day of May, 1945, to W.B. Osborn for a term of ten years, and recorded in Book 8, Page 103 of the records of said County, and

WHEREAS, the undersigned is the owner of an undivided one-half interest in the oil, gas and other minerals, subject to said lease, insofar as it covers the above described land;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, and of a full compliance with the terms of said oil and gas lease by party of the first part, his successors, heirs or assigns, for and during the remainder of the term of said oil and gas lease, the undersigned hereby designates the Grant County State Bank of Ulysses, Kansas, its successors or assigns (instead of the Bank named in said lease or in any subsequent agreement), as the depository for delay rentals due or to become due under said lease insofar as it covers the interest of the undersigned. The further option is hereby granted to the party of the first part to pay the undersigned's portion of delay rentals under said lease by his check made payable to the order of and mailed by Registered Letter to the Postoffice address of the undersigned, to-wit: Ulysses, Kansas.

Should party of the first part elect to maintain said lease in force, the deposit of rental to the credit of the undersigned in the above named Bank, or the payment of said rental by check of the party of the first part made payable to the order of and mailed by Registered Letter to the Postoffice address of the undersigned, shall constitute a complete and legal payment of said delay rental; and, except as modified hereby, said lease shall remain in full force and effect according to its terms, and said oil and gas lease is hereby ratified and confirmed by the undersigned to the party of the first part, his successors, heirs or assigns.

The party of the first part shall not be responsible for the payment of such delay rental or any part thereof to the heirs, administrators, successors or assigns of the undersigned unless and until said party of the first part shall be furnished with legally sufficient evidence of such change of ownership.

This contract shall be binding on the heirs, successors, administrators or assigns of the

said land by the lessee and/or if lessee shall commence drilling operations at any time while said leases are in force, said leases shall remain in force, and their terms shall continue as long as such operations continue with due diligence, and if production results therefrom, then as long as production continues.

n That on the 17th day of August, 1946, the then owner(s) of the above described lands each executed an agreement which joined, combined and merged the above mentioned leases the same as if all of said lands above described were incorporated in one lease, and stipulated that the drilling of a well producing gas upon any of the lands hereinbefore described would extend the term of each of the leases above described as long as gas is produced from the above described lands or any part thereof in paying quantities, which agreement is recorded in the office of the Register of Deeds in Grant County, Kansas, in Volume 9 at page 52A.

That public notice is hereby given under the provisions of Chapter 55, Article 2, Section 55-205, General Statutes of Kansas, 1935, that said lessee above named is now the owner of the above described leases as hereinbefore set forth; that a gas well producing gas in paying quantities has been completed upon the SW Quarter of said section 22, Township 28S South, Range 36 West, said well having been commenced on or about Feb. 18, 1947; that said lessee is now in possession of the above described lands and is entitled by the terms of said leases and the above mentioned agreement to continue in possession and in operation of said well and of said leases as long as gas is produced from the above described land.

R.A. Cover

Subscribed in my presence and sworn to before me this 18th day of April, 1947.

My commission expires March 30, 1948
(SEAL)

Lyman J. Potter
Notary Public, Kings Co.
New York, New York.

STATE OF KANSAS, GRANT COUNTY SS.
FILED FOR RECORD THIS..... DAY 01
MAY 1947
A. D. 1934
AT 2257 M. R. Waller
REGISTER OF DEEDS

K-256

AFFIDAVIT OF PRODUCTION

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

R.A. Cover, of lawful age, being first duly sworn, upon his oath deposes and says that he is Assistant Secretary of COLUMBIAN FUEL CORPORATION; that he has personal knowledge of the facts hereinafter set forth, and that he is the duly authorized agent of the owner of the Oil and Gas Lease hereinafter described to make this affidavit.

Affiant further states that COLUMBIAN FUEL CORPORATION is the owner of the following described Oil and Gas Lease, to wit:

An Oil and Gas Lease dated September 8, 1936, executed by Adolph L. Thurow et ux as lessor to Columbian Fuel Corporation as lessee, covering the following described lands situated in Grant County, Kansas, to wit:

ALL of section 25, Township 27S, Range 36W, and appearing of record in the office of the Register of Deeds of Grant County, Kansas, in Volume 3 at page 471; the term of which lease was extended by agreement dated August 10, 1945, executed by Ray L. Smith et ux to Columbian Fuel Corporation, appearing of record in the Register of Deeds' office aforesaid in Volume 8 at page 136-A.

That said Oil and Gas Lease is for the definite term of years therein provided and as long thereafter as oil or gas or either of them is produced from said land by the lessee and/or if lessee shall commence drilling operations at any time while said lease is in force, said lease shall remain in force, and its term shall continue as long as such operations continue with due diligence, and if production results therefrom then as long as production continues.

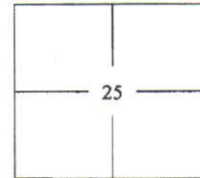
STATE OF KANSAS, GRANT COUNTY, S.S.
 THIS INSTRUMENT WAS FILED FOR RECORD ON THE
16th DAY OF June A.D.
 2008 AT 12:06 O'CLOCK P M. AND
 DULY RECORDED IN BOOK 12 OF RIGHT OF WAYS
 AT PAGE 232
 FEE \$ 6.00
 TR: 2.00 MARY K. SULLIVAN
8.00 REGISTER OF DEEDS
 BY Mary K. Sullivan

**RIGHT OF WAY EASEMENT**

WO# 31956

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more)
MIKE LONG, (unmarried)
 (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby
 grant and convey unto PIONEER ELECTRIC COOPERATIVE, INC., a cooperative association, whose post office
 address is Ulysses, Kansas, and to its successors, or assigns, the right to enter upon the lands of the undersigned,
 situated in the County of GRANT, State of Kansas, and more particularly described as follows:

THREE PHASE OVERHEAD POWER
LINE, IN THE SW



of Section 25, in Township 27 South, Range 36, West of the Sixth Principle Meridian,
 and to place, construct, operate, repair and maintain thereon and in or upon all streets, roads or highways abutting
 said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the
 extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead,
 weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned agree that all poles, wires and facilities, including any main service entrance equipment, in-
 installed on the above-described lands at the expense of the grantee herein, shall remain the property of the grantee,
 removable, at the option of said grantee, upon termination of service to or on said lands.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

17 day of May, 2008.
 Executed and delivered in the presence of:

Print: Michael T. LongSignature: Michael T. LongNOTARY PUBLIC**ACKNOWLEDGEMENT**

STATE OF KANSAS, Grant COUNTY, S.S.

BE IT REMEMBERED, That on this 17 day of May, A.D. 2008,

before me, the undersigned, a Notary Public in and for the County and State aforesaid,
 came Michael T. Long

who is personally known to me to be the same person who executed the instrument of
 writing and such person duly acknowledge the execution of the same.

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

Kris Leisher

Notary Public

Term expires 4-28-2012

4/28/2012

COPIED

Reception MS
 Numerical SB
 Direct Dgn
 Indirect Dgn
 Signed SB
 Computer SB
 Orig. Comp Dgn

STATE OF Kansas)
COUNTY OF Grant)ss

KNOW ALL MEN BY THESE PRESENTS:

COPIED

THIS LEASE is made and entered into by and between Smith Farms, Inc % Emporia State Bank, hereinafter called "Lessor", whether one or more, and, **OXY USA Inc., a Delaware corporation, P. O. Box 27570, Houston, Texas 77227-7570** hereinafter called "Lessee".

WITNESSETH: That,

WHEREAS, Lessee desires to lease a tract of land from Lessor upon which it may construct, operate, and maintain a natural gas compressor, together with the right to construct, operate and maintain said compressor and upon which it may install, lay, operate and maintain pipelines, electric poles and lines and all other such equipment and installations necessary for the purpose of operating the said compressor station.

NOW, THEREFORE, for and in consideration of the rental payments herewith and hereafter to be made and the covenants and conditions herein contained, Lessor does hereby lease and let unto Lessee, for its exclusive use as aforesaid, the following described tracts of land located in Grant County Kansas, to-wit:

A 150' X 200' tract in the SE corner of the SE/4 Section 25- Twp 27S- Rng 36W, Grant County, Ks known as the Adams Compressor Site as described on the survey drawing attached.

together with the right of ingress and egress at all times during the term of this lease or any renewal or extension thereof.

TO HAVE AND TO HOLD the same unto Lessee, its successors and assigns, for the uses and purposes aforesaid, subject to the following terms and conditions:

1. The primary term of this lease shall be 10(ten) years beginning 9-4-06. Upon the expiration of the primary term of this lease, Lessee shall have the option and privilege to renew and extend this lease indefinitely for additional one-year terms by payment of the annual rental to Lessor as hereinafter set forth.

2. During the primary term of this lease, Lessee shall pay to Lessor an annual rental of \$ 2500 (\$1500 upon signing as remainder payment for current year), payable on or before Sept. 4, 2006, and annually thereafter. Upon the expiration of the primary term of this lease, should Lessee wish to extend its lease beyond the primary term, Lessee agrees to pay Lessor the sum of \$ 2500 annually thereafter. All rentals shall be paid to Lessor at Smith Farms, Inc % Emporia State Bank, PO Box 807, Emporia, KS 66801 or any other address that may hereafter be designated by Lessor. The receipt of the first year's rental is hereby acknowledged by Lessor.
3. Notwithstanding any other provisions herein contained to the contrary, it is agreed and understood that Lessee may at any time before the expiration of the primary term of this lease, or any renewal or extension thereof, assign or cancel and surrender this lease as to a part or all of the land above described by filing for record in the office of the County Clerk, or other authorized recorder of deeds, for the county and state aforesaid, an assignment or release to that effect.
4. Lessee may at any time before the termination of this lease, or within a reasonable time thereafter, remove from said premises compressors, pipelines and other structures and fixtures as it may have placed thereon. Upon termination of the lease, or upon removal of Lessee's property, Lessee shall surrender possession of the Leased Premises to Lessor.
5. This lease shall never be forfeited or terminated for failure of Lessee to perform in whole or in part any of its express or implied covenants, conditions or obligations, including the payment of rentals, until Lessee shall have first been notified in writing by Lessor of the condition of which Lessee is in default, and Lessee shall have a reasonable time after such notice within which to comply with any such covenants, conditions or obligations under which Lessor has advised Lessee that Lessee is in default.
6. Lessor hereby warrants and shall defend the title to the land herein leased and shall protect and hold Lessee harmless from any claims made against Lessee by third parties as to the title and rights granted herein.

7. If at the time of the execution of this lease or any time thereafter Lessor owns a less interest in the above described land than the entire and undivided surface estate, the rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee of the surface estate.
8. No change of ownership in the land under this lease shall be binding on the Lessee for any purpose, including the payment of rental hereunder, until after written notice thereof to the Lessee, and until Lessee has been furnished with either the original recorded instrument of conveyance or a certified copy thereof at least sixty (60) days before the next ensuing rental payment date, together with like proof of all intermediate transfers showing complete chain of title back to the Lessor to the full interest claimed.
9. The terms, covenants and conditions herein shall run in favor of and be binding upon the parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

WITNESS THE EXECUTION HEREOF this 2 day of October, 2006.

LESSOR: _____

Smith Farms, Inc

BY: _____

Steve Bell, agent, Emporia State Bank

LESSEE _____

Alan Schwartz, attorney in fact

STATE OF Kansas)
COUNTY OF Lyon) SS

The foregoing instrument was acknowledged before me on this 2 day of October, 2006.

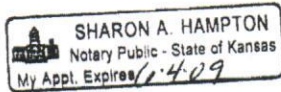
by Steve Bell, agent

My Commission Expires:

6.4.09Sharon A. Hampton

Notary

Public

STATE OF Kansas,COUNTY OF Lyon,

) SS

The foregoing instrument was acknowledged before me on this 2 day of Oct, 1997,
by _____

My Commission Expires:

Public

Notary

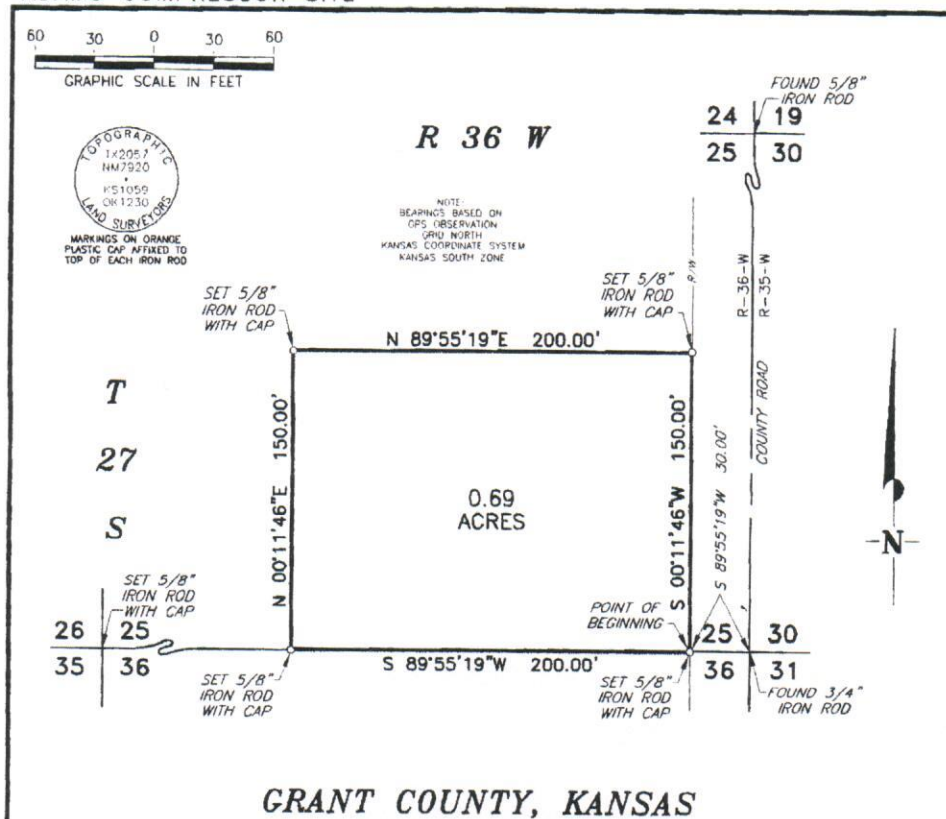
STATE OF KANSAS, GRANT COUNTY, S.S.

THIS INSTRUMENT WAS FILED FOR RECORD ON THE

20th DAY OF October A.D.20 06 AT 11:30 O'CLOCK AM ANDDULY RECORDED IN BOOK 54 OF MISCELLANEOUSAT PAGE 206-210FEE \$ 14.00TF: 10.00 MARY K. SULLIVAN24.00 REGISTER OF DEEDSBY Mary K. Sullivan
Mary K. Sullivan

Reception MSV
 Numerical HV
 Direct HV
 Indirect HV
 Summary HV
 Comparison HV
 Orig. Copy SS

ADAMS COMPRESSOR SITE



DESCRIPTION:

All that certain tract or parcel of land in Section 25, T-27-S, R-36-W, Grant County, Kansas, being more particularly described as follows;

COMMENCING at a 3/4" Iron Rod found for the Southeast corner of said Section 25;

THENCE S 89°55'19"W, along the South line of said Section 25 a distance of 30.00 feet to a 5/8" Iron Rod with Cap set for the Southeast corner of this tract or parcel and the POINT of BEGINNING;

THENCE S 89°55'19"W, along the South line of said Section 25 a distance of 200.00 feet to a 5/8" Iron Rod with Cap set for the Southwest corner of this tract or parcel;

THENCE N 00°11'46"E a distance of 150.00 feet to a 5/8" Iron Rod with Cap set for the Northwest corner of this tract or parcel;

THENCE N 89°55'19"E a distance of 200.00 feet to a 5/8" Iron Rod with Cap set for the Northeast corner of this tract or parcel;

THENCE S 00°11'46"W, along the West right of Way of a county road a distance of 150.00 feet to the POINT of BEGINNING and containing 0.69 Acres, more or less.

BOOK 824, PAGES 63

				OXY USA INC.		SCALE: 1" = 60'
NO.	REVISION	DATE	BY			DATE: 8-8-06
SURVEYED BY: S. MAXWELL						JOB NO.: 115566
DRAWN BY: J. WILLIAMS				SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS		DRAWING NUMBER: (OXY)115566/115566

AERDA JUMED

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Blanche Smith, a widow
of Hutchinson, Kansas, here-
 inafter referred to as "Grantor" (whether one or more), in consideration of One (\$1.00)
 Dollar and other good and valuable considerations, to Grantor in hand paid, receipt of which
 is hereby acknowledged, hereby grants and conveys unto PANHANDLE EASTERN PIPE LINE
 COMPANY, a Delaware Corporation, having an office in Kansas City, Missouri, its success-
 ors and assigns, hereinafter referred to as "Grantee," for the protection of Grantee's pipe
 lines from corrosion, an easement to construct, maintain, alter, inspect, repair, replace,
 relocate and remove a cathodic protection installation, including without limiting the fore-
 going, a cathodic unit mounted on a platform or pole, wires, anodes, underground cables,
 and one service power line pole, on, under, over, in, through, and across the premises
 hereinafter described, at points to be selected by Grantee, and the Grantee is granted the
 right of ingress and egress to, on, from and over the said premises for the purposes afore-
 mentioned, said premises being situated in the County of Grant in the State of
Kansas, and described as follows:

The Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twenty-seven
 (27) South, Range Thirty-six (36) West, Grant County, Kansas,

TO HAVE AND TO HOLD said easements and rights unto the said PANHANDLE
 EASTERN PIPE LINE COMPANY, its successors and assigns.

The cathodic installation, for pipe line right-of-way purposes, shall be considered
 as an appurtenance to each pipe line to which it shall be connected. All damage to growing
 crops, drainage tile, and fences of Grantor occasioned by the construction or future repairs
 or removal of the cathodic protection installation herein authorized shall be paid by Grantee
 after the damage is done.

This Grant shall run with the land and shall inure to and be binding upon the heirs,
 executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands on this 11th
 day of February, 1980.

Blanche Smith
 Blanche Smith

WITNESSES:

Emmie Kuhlmann
Robert Kuhlmann

STATE OF KANSAS, GRANT COUNTY, S.S.
 THIS INSTRUMENT WAS FILED FOR RECORD
 ON THE 10 DAY OF March A.D.
 1980 AT 11:00 O'CLOCK PM, AND
 DULY RECORDED IN BOOK 4 OF K-600
 AT PAGE 431 + 11 + 2
 FEE \$ 6.00

Robert Kuhlmann
 REGISTER OF DEEDS—DEPUTY



STATE OF Kansas
COUNTY OF Wheat

The foregoing instrument was acknowledged before me this 11th day of February, 1980, by Blanche Smith, a widow.

My Commission expires: 2-9-82

Jana L. Meinig
Notary Public Jana L. Meinig



RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That Ray L. Smith and Blanche Smith, his wife of the post office of Montezuma, in the State of Kansas, for and in consideration of One (\$1.00) Dollar, to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty Cents per rod, to be paid when the pipe lines hereinafter specified are laid, do hereby grant and convey unto COLUMBIAN FUEL CORPORATION, its successors and assigns, a Right-of-Way to lay, maintain, alter, repair, operate and remove pipe lines and from time to time parallel pipe lines, drips, gates, telegraph and telephone lines and all appurtenances convenient for the transportation of oil, gas or other substances, together with the right of ingress and egress, over and through the following premises in the County of Grant in the State of Kansas to-wit:

All Section 25 Township 27 South Range 36 West

Said sum is acknowledged as full consideration for the Right-of-Way. Should an additional or parallel line be laid at any time, fifty cents per rod shall be paid for each such line so laid. All damage to growing crops occasioned by the installation of the first line or by making future repairs or in removing said property, or by laying, repairing or removing other lines, ditches and gates, shall be paid by grantee after the damage is done; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the grantor, one by the grantee; and the third by the two so appointed; and the written award of such three persons shall be final and conclusive.

If telephone or telegraph lines ever be constructed by virtue hereof they shall be built along fence lines or public highways.

It is hereby understood that this agreement cannot be changed in any way except in writing, signed by the grantor and a duly authorized agent of the grantee.

Signed this 17 day of July, 1946.

Ray L. Smith
Blanche Smith

STATE OF KANSAS }
COUNTY OF GRAY) SS.

Be it remembered that on this 17 day of July, 1946, before me the undersigned Notary Public personally came Ray L. Smith and Blanche Smith, his wife, who is personally known to me to be the same persons who executed the foregoing instrument of writing, and as such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Montezuma,
on the day and year last above written.

My commission expires August 11, 1947.
(SEAL)

E. E. McReynolds
Notary Public

STATE OF KANSAS, GRANT COUNTY SS.

FILED FOR RECORD THIS 18 DAY OF

July 1976

11182 21.10.1944

REGISTER OF DEEDS

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That Addie Campbell, a widow of the post office of Macks-
ville, Kansas, for and in consideration of the sum of one (\$1.00) Dollar, to ~~her~~ ^{her} in hand paid,
receipt of which ~~as~~ hereby acknowledged, and the further consideration of fifty Cents per
rod, to be paid when the pipe lines hereinafter specified are laid, does hereby grant and
convey unto COLUMBIAN FUEL CORPORATION, its successors and assigns, a Right-of-Way to lay,
maintain, alter, repair, operate and remove pipe lines and from time to time parallel pipe
lines, drips, gates, telegraph and telephone lines and all appurtenances convenient for the
transportation of oil, gas or other substances, together with the right of ingress and egress,
over and through the following premises in the County of Grant in the State of Kansas, to wit:

the North East Quarter (NE/4) Section 22 Township 27 South Range 35 West

Said sum is acknowledged as full consideration for the Right-of-Way. Should an additional or parallel line be laid at any time, fifty cents per rod shall be paid for each such line.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Florence Schumer, Notary Public

My commission expires 30th day of March, 1961.

(SEAL)

FILED IN KANSAS COUNTY BOOK 22
PAGE 534

Aug 19 1959 ASSIGNMENT OF PIPE LINE RIGHTS OF WAY OR PORTIONS THEREOF

2:35 P.M. *Notary Public*
NOTARY OF KANSAS

KNOW ALL MEN BY THESE PRESENTS:

That COLUMBIAN FUEL CORPORATION, a Delaware corporation, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid by PANHANDLE EASTERN PIPE LINE COMPANY, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, convey, set over and deliver unto Panhandle Eastern Pipe Line Company, a Delaware corporation, subject to the terms and limitations hereinafter set forth, all those certain pipe line Rights-of-Way agreements and easements thereby created for operating, laying, installing, maintaining, repairing, and replacing gas pipe lines now existent or later which may be laid or installed pursuant to the terms thereof, in, on, over and across properties located in Grant County in the State of Kansas and which said Rights-of-Way are further described or identified in the list thereof marked Exhibit "A" attached hereto and made a part hereof, and to be read in conjunction herewith, and which said Rights-of-Way and the easements created thereby pertain to the gas pipe lines and gathering system installed and operated under the terms thereof for the purpose of collecting, gathering, marketing and transporting the gas which may be produced from those certain seventy (70) gas wells which are owned by Columbian Fuel Corporation in Grant County, Kansas, to the lines, stations and properties of said Panhandle Eastern Pipe Line Company, in Grant County, Kansas and as otherwise provided by contract between the two said Companies, to all of which reference is hereby made for all purposes.

By an instrument of "Bill of Sale" dated June 21, 1959, executed and delivered contemporaneously herewith, Columbian Fuel Corporation sold, assigned and delivered unto the said Panhandle Eastern Pipe Line Company, all its right, title and interest in and to the gas pipe lines and gathering pipe line system which is described and identified in the said Bill of Sale and which is used for gathering and transporting the gas from the said seventy (70) wells as aforesaid.

It is the intent of this assignment and by these presents the said Columbian Fuel Corporation does hereby assign and deliver unto the said Panhandle Eastern Pipe Line Company as aforesaid, the gas pipe line Rights-of-Way and the Easements created thereby, which are listed and identified in Exhibit "A" attached hereto, subject however to all the terms, limitations and conditions as they may appear in each of said Rights-of-Way agreements; also subject to any omissions and deficiencies which may exist on the ground relating to said Rights-of-Way and the easements thereby created, and further subject to the additional reservations mentioned hereinafter.

In addition to the gas pipe lines and gathering systems installed in, on, or over the properties referred to in the Right-of-Way agreements identified and described in Exhibit "A" attached hereto, Columbian Fuel Corporation owns, operates and maintains certain other gas pipe lines which collect and transport gas produced from certain other wells it owns in Grant County, Kansas and sold to Cities Service Gas Company and hereinafter referred to as the Cities Service Gathering System. Some of said gas pipe lines have been laid, installed and are operated and maintained by virtue of and pursuant to some of the same gas pipe line Rights-of-Way agreements which are assigned by this agreement to the said Panhandle Eastern Pipe Line Company. As a part of the consideration for this assignment, Columbian Fuel Corporation excepts from the operation hereof and reserves unto itself, its successors and assigns, the gas pipe lines which are included in the Cities Service Gathering System and all rights pertaining thereto which are used as aforesaid for delivering gas to Cities Service Gas Company in Grant County, Kansas and it also excepts and reserves unto itself the right under those certain Rights-of-Way identified and described in Exhibit "A" attached hereto, as Rights-of-Way numbers, five (5), seven (7), fifteen (15), twenty-two (22), sixty four (64), sixty six (66), sixty seven (67), seventy nine (79), eighty five (85), eighty seven (87), ninety five (95), one hundred (100), one hundred two (102), one hundred five (105), one hundred seven (107), one hundred ten (110), one hundred eighteen (118), one hundred forty (140), one hundred sixty two (162), one hundred sixty seven (167), to operate, install, maintain, replace and repair said gas lines which serve the Cities Service Gathering System and which have been laid and installed heretofore under the terms and conditions of the above enumerated Rights-of-Way. And for the same consideration the said Columbian Fuel Corporation reserves unto itself, its successors and assigns, the right to lay, install, maintain and operate additional pipe line or pipe lines to serve said Cities Service Gathering System under said enumerated Rights-of-Way agreements aforesaid, provided such additional lines are permitted by the terms thereof, hereby agreeing to pay the consideration which may be required for laying or installing and maintaining its said additional line or lines.

Panhandle Eastern Pipe Line Company covenants and agrees that it will pay all of the considerations hereafter required to be paid by the terms of the several Rights-of-Way agreements herein assigned for its operations thereunder.

It is agreed between the parties that Panhandle Eastern Pipe Line Company accepts the said Rights-of-Way and the interest therein hereby assigned to it in their present form and content, without warranty, express or implied by said Columbian Fuel Corporation, subject to all the terms, conditions and limitations herein and therein set forth and the reference made hereto which is contained in the said Bill of Sale dated June 21, 1959, and further subject to the easements created thereby as the same may now exist on the ground.

TO HAVE AND TO HOLD unto the said Panhandle Eastern Pipe Line Company, its successors and assigns, subject to all the conditions contained herein, forever.

In Witness Whereof, Columbian Fuel Corporation, and Panhandle Eastern Pipe Line Company have severally caused their corporate names to be signed and their corporate seals to be hereunto affixed by their respective proper officers, thereunto duly authorized this 21st day of June, 1959.

Attest:

By W. A. Putnam
Ass't. Secretary

(SEAL)

Attest:

By Frank A. Moyer
Ass't. Secretary

(SEAL)

COLUMBIAN FUEL CORPORATION

By Lytle L. Shepard

President

PANHANDLE EASTERN PIPE LINE COMPANY

By F. H. Robinson

Vice President

Book 22 page 534

STATE OF NEW YORK)
) ss.1
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of July, 1959, before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Lyle L. Shepard, President of COLUMBIAN FUEL CORPORATION, a corporation, who is personally known to me and known to me to be the President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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

(SEAL)

My Commission expires March 30, 1960.

MARIE HANCOCK
Notary Public in and for New York County, New York
State of New York No. 24-6753620
Qualified in Kings County Cert. filed in N. Y.
Co. Clk's Off.
Commission Expires March 30, 1960

STATE OF NEW YORK)
) ss.1
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 27th day of July, 1959, before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared F. H. Robinson, Vice-President of PANHANDLE EASTERN PIPE LINE COMPANY, a corporation, who is personally known to me and known to me to be the Vice-President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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

(SEAL)

FRANK A. MOYER
Notary Public in and for New York County, New York.
State of New York No. 24-8044000
Qualified in Kings County Certificate filed in
New York County
Commission Expires March 30, 1960

Exhibit "A"
Schedule of Rights-of-Ways, covering lands in Grant County, Kansas, owned by Columbian Fuel Corporation and subject to Assignment dated June 21, 1959, made by Columbian Fuel Corporation to Panhandle Eastern Pipe Line Company.

RW No.	Grantor	Date	Location	Recorded Book	Page	County
1-A	A. Alderman, et ux	7/6/37	S/2 13-29-36	9	563	Grant
1-B	Federal Land Bank of Wichita	10/5/37	S/2 13-29-36	10	44-45	Grant
2	L. O. Stanley, et ux	7/9/37	NE/4 13-29-36	9	572	Grant
3	Geo. M. Smith, et al	7/16/37	S/2 12-29-36	9	565	Grant
4-A	Hazel H. Cantrell, et vir	7/7/37	NE/4 12-29-36	9	560	Grant
4-B	A. C. Husey	9/23/37	NE/4 12-29-36			Grant
5-A	Maude L. Hampton, et vir	7/6/37	SW/4 6-29-35	SE/4 1-28-38		Grant
6	Hermine Helmkamp	7/27/37	NE/4 1-29-36	9	567	Grant
7-A	Roy P. Barnes, et ux	8/7/37	SE/4 36-28-36	9	561	Grant
7-B	Federal Land Bank of Wichita	9/17/37	SE/4 36-28-36	9	631	Grant
11	E. M. Johnson, et ux	7/13/37	S/2 11-29-36	9	557	Grant
12	O. A. Kennedy, et ux	7/19/37	Section 10 & SE/4 9-29-36	9	558	Grant
13-A	Chas. A. Bass	7/8/37	NW/4 8-29-36	9	570	Grant
13-B	Otto Loether, et ux	8/17/37	NW/4 8-29-36			Grant
14-A	Addie Bass	7/8/37	SE/4 6-29-36			Grant
14-B	Otto Loether, et ux	8/17/37	E/2 7-29-36	9	569	Grant
15	Ethel W. Hoffman Findley et ux	7/15/37	W/2 36-28-36	9	566	Grant
16-A	Fred C. Powell, et ux	7/13/37	NW/4 9-29-36	9	562	Grant
16-B	Raymond P. Littell	8/31/37	SE/4 1-29-36			Grant
17	Federal Land Bank of Wichita	10/22/37	NW/4 9-29-36			Grant
21	Katherine Kearney, et al Ethel W. Hoffman Findley et vir	8/3/37	NW/4 11-29-36	9	571	Grant
22-A	Roy Paul Barnes, et ux	4/8/40	SW/4 36-28-36	11	534	Grant
22-B	Federal Land Bank of Wichita	4/8/40	SE/4 36-28-36	11	535	Grant
23-A	Ellen O. Hickok, et al	5/13/40	SE/4 36-28-36	11	574	Grant
23-B	Santa Fe Land Improvement Company	11-17-38	SW/4 9-29-36	14	78	Grant
24	Ellen O. Hickok, et al	1/27/39	SW/4 9-29-36	14	80	Grant
25	Anna Elizabeth Stevesson, et al	11/17/38	SE/4 8-29-36	11	107	Grant
63	Archie B. Ladner, et ux	8/13/37	NE/4 24-29-36	10	235	Grant
64	Ethel W. Hoffman Findley et vir	3/9/46	All-13-27-35	15	101	Grant
66	Ralph E. Green, et ux	3/5/46	W/2 36-28-36	15	100	Grant
67	Rae Wylie Reed, widow	3/15/46	W/2 20-28-35	15	121	Grant
79	Leslie D. King, et ux	3/13/46	E/2 20-28-35	15	121	Grant
		3/21/46	E/2 & W/2 of NW/4 29-28-35, E/2 19-28-35	15	131	Grant

(continued)

				Book	Page	County
RW	No.	Grantor	Date	Location		
	85	George E. Gano, widower	4/1/46	S2 of NW/4 23-28-36 SW/4 24-28-36 SW/4 25-28-36 N/2 & SE/4 26-28-36	15	158 Grant
	87	Lawrence T. Helmley widower	3/30/46	SE/4 25-28-36	15	150 Grant
	91	Fred D. Plymell, single	5/6/46	All-8-28-35	15	277 Grant
	92	E. D. Cooper, et ux	5/4/46	N/2 7-28-35, SW/4 6/28/35	15	277 Grant
	94	Notie Bradley, widow	5/3/46	All-16-28-36	15	283 Grant
	95	Chas. L. Ladner, et ux	5/10/46	S/2 2-27-35, S/2 11-27-35, SW/4 20-27-35, E/2 28-27-35, E/2 & NW/4 29-27-35, N/2 32-27-35, N/2 33-27-35, All 12-27-35	15	293 Grant
	97	A. L. Christopher, et ux	5/15/46	NW/4 19-28-35	15	354 Grant
	98	George McDowell Coffey, et ux	6/13/46	S/2 17-28-36	15	368 Grant
	99	M. H. Hampton, single	6/13/46	E/2 of NE/4 19-28-36	15	368 & 369 Grant
	100	Fern Ulah, et vir	6/13/46	SE/4 24-28-36, SE/4 36-28-36	15	369 Grant
	101	G. M. Hampton, et ux	6/13/46	All-20-28-36	15	389 370 Grant
	102	Minta Phillippi Wallace, et vir	6/11/46	NE/4 24-28-36	15	380 381 Grant
	103	Charles E. Hoffman, et ux	6/19/46	SE/4 13-28-36	15	390 Grant
	104	Mabel Emily Harrison, et al	6/18/46	NW/4 21-28-36	15	388 Grant
	105	Elizabeth Craft, widow	6/21/46	NW/4 24-28-36	15	412 Grant
	106	C. R. Da Vatz, single	6/24/46	NE/4 13-28-36	15	410 Grant
	107	Christina Wolff, widow	6/22/46	SW/4 13-28-36	15	410 Grant
	108	Delbert L. Stever, et ux	6/17/46	NE/4 36-28-36 E/2 12-28-36	15	409 Grant
	109	W. M. Swedlund, et ux	6/20/46	E/2 1-28-36	15	411 Grant
	110	Thomas W. Hall, et ux	6/29/46	N/2 22-28-36	15	409 Grant
	111	Louise Fogerty, et vir	6/27/46	NE/4 23-28-36 W/2 of NE/4-19-28-36 E/2 of NW/4-19-28-36	15	433 Grant
	112	F. M. English, widow	7/15/46	NW/4 20-27-35 NW/4 22-27-35	15	447 Grant
	114	Earl G. Fort, et ux	7/15/46	SE/4 13-27-36, E/2 24-27-36	15	448 Grant
	115	R. Z. Hand, et ux	7/13/46	NW/4 13-27-36	15	449 Grant
	116	Lillian Deupser, single	7/13/46	SW/4 13-27-36	15	450 Grant
	117	Edward Adams, et al	7/13/46	All-30-27-35 All-36-27-36	15	450 Grant
	118	Albertus Fry, Jr., et ux	7/12/46	NE/4 25-28-36	15	451 Grant
	119	T. E. Callahan, et ux	7/13/46	NE/4 21-28-36	15	452 Grant
	120	Ray L. Smith, et ux	7/17/46	All-25-27-36	15	453 Grant
	124	Cecil W. Sturgeon, et ux	8/5/46	NE/4 20-27-35	15	478 Grant
	126	Mamie Howard Gold, et vir	8/13/46	NE/4 & S/2 16-27-35 N/2 21-27-35	15	484 Grant
	127	Clifford F. Fort, et ux	8/12/46	NE/4 & S/2 18-27-35 NE/4 13-27-36	15	483 Grant
	130	John S. Congdon, single	8/8/46	SW/4 1-28-36	15	480 Grant
	132	Bessie M. Corley, widow	8/15/46	NE/4 11-28-36 S/2 2-27-36	15	487 Grant
	140	Arthur E. Alexander, et ux	8/19/46	SE/4 3-27-36 E/2 14-27-35 NE/4 & SW/4 15-27-35	15	492 Grant
	142	A. L. Bradley, et ux	8/22/46	NW/4 24-27-35	15	499 Grant
	145	Charles Hoffman, et ux	8/27/46	W/2 12-28-36 SE/4 7-27-35 S/2 9-27-36 S/2 10-27-36 S/2 11-27-36 All-14-27-36 SW/4 & E/2 15-27-36 All-16-27-36 NE/4 22-27-36 NW/4 15-27-36 SW/4 12-27-36	15	502 Grant
	148	A. G. Dyck, et al	8/29/46	NW/4 11-28-36	15	511 Grant
	150	Mary Corley, widow	8/28/46	NE/4 10-27-36 NW/4 11-27-36	15	539 Grant
	152	Barbara A. Trafton, widow	9/23/46	SW/4 10-27-35 NW/4 14-27-35 NW/4 15-27-35	15	565 Grant
	154	A. Alderman, et ux	3/11/47	S/2 13-29-36	16	257 Grant
	155	Lester McCoy, et ux	3/26/47	W/2 19-27-35	16	288 Grant
	156	E. E. Glasscock, et ux	7/15/46	NE/4 19-27-35	16	287 Grant
	162	Marguerite Evans, et al	10/13/47	(SW/4 14-27-35)	16	Grant
	167	Florence Askew, Wid.	3/3/48	(All-23-27-35)	17	267 Grant
	177	Helen G. O'Loughlin	5/19/51	NW/4 10-27-35	1	185 Grant