

INFORMATIONAL REPORT

SECTION 14, TOWNSHIP 5 RANGE 17 Atchison County, Kansas

Parcel Number: 056-14-0-00-00-001.000

Site Address: Cheyenne Rd, Horton, KS 66439

Legal Description:

A parcel of land located in the Northeast Quarter (NE ¼) of Section number Fourteen (14) in Township Five (5), of Range number Seventeen (17), EXCEPT approximately six (6) acres (more or less) located in the Northeast Quarter (NE¼) of Section Fourteen (14), Township Five (5), Range Seventeen (17). The north fence line designates the boundary which is approximately 30 rods from the center of the road to the west fence line. The west fence line is the boundary from the north fence to the pond which is approximately 31 rods from the west fence to the center of the east road. The east boundary is the center of the road which from the water front to the north fence is approximately 31 rods, AND a tract 56.56 rods square, consisting of 20 acres, more or less, in the Northwest corner of the Southeast Quarter of Section Fourteen (14), Township Five (5), Range Seventeen (17), 174 acres more or less

OWNER

Sunny Day Farm, LLC

Quit Claim Deed from Samuel C. Dimmerling and Rebecca L. Dimmerling, husband and wife, Ryan L. Gaskell and Christy N. Gaskell, husband and wife, Andrew L. Gaskell, a single person and Luz D. Gaskell, a single person to Sunny Day Farm, LLC, dated June 7, 2021, recorded November 8, 2021 in Book 684, Page 856.

TAX INFORMATION

General taxes for 2022 and prior years have been paid in full (None now due and payable)

Amount of 2022 taxes: General \$756.42
Taxpayer ID No.: GR01196
Appraiser's Parcel No.: 056-14-0-00-00-001.000

EASEMENTS AND/OR RIGHT-OF-WAYS:

RECORD

DATE

Rights of the public, the State of Kansas and the County of Atchison, in and to that part of the premises in question, if any, taken or used for road purposes.

This property lies within the Little Delaware-Mission Creek Watershed District No. 5, and is subject to any assessment thereon. (Assessment is included within the general taxes.)

Easement from David G. Gaskell and Gladys Gaskell, husband and wife to Little Delaware-Mission Creeks Watershed District No. 5, dated January 13, 1966, recorded January 27, 1966 in Book 338, Page 135.

Easement from Thomas L. Gaskell and Mary Margaret Gaskell, husband and wife to Little Delaware-Mission Creeks Watershed District No. 5, dated January 13, 1966, recorded January 27, 1966 in Book 338, Page 136.

Resolution from the Trustee of Grasshopper Township and the Board of County Commissioners of Atchison County, Kansas, closing that portion of Grasshopper Township Road Number 154, dated January 14, 1981, recorded February 10, 1981 in Book 385, Page 1386.

Easement for Sewer lagoon approximately 20 rods of pipe line and 100' square lagoon west from west line. Access to water well, electric line and pipe line for water established in the Warranty Deed, dated September 15, 1982, recorded November 3, 1982 in Book 388, Page 1223.

Terms, provisions and restrictions contained in the Order of Designation of the Temporary and Permanent Pesticide Management Area in The Delaware River Basin, by the Kansas State Board of Agriculture, dated April 2, 1992, recorded April 20, 1992 in Book 406, Pages 974-987.

Terms and provisions of the Oil and Gas Lease between David G. Gaskell and Gladys M. Gaskell, husband and wife, Lessors and El Paso Production Company, Lessee, dated January 23, 2002, recorded May 13, 2002 in Book 478, Page 950, and assignments thereof.

Certificate of Appropriation for Beneficial Use of Water from Kansas Department of Agriculture, dated May 10, 2013, recorded June 14, 2013 in Book 606, Page 3.

Grant of Right of Way from Luz Gaskell, a single person, Andrew Gaskell, a single person, Ryan L. Gaskell and Christy Gaskell, a married couple and Rebecca Dimmerling and Samuel Dimmerling, a married couple to Westar Energy, Inc., dated March 2, 2019, recorded April 24, 2019 in Book 659, Page 922.

UNRELEASED DEEDS OF TRUST/MORTGAGES:

Nothing of record.

JUDGMENT STATEMENT:

The company has been advised about a network security incident affecting access to Kansas court systems, including, but not limited to, the ability to search court records and e-file court documents. Once these issues have been resolved, the Company will require an updated search and reserves the right to make additional requirements and/or exceptions as we may deem necessary.

GENERAL NOTES:

Liability limited to the amount paid for this report.

Effective Date: October 6, 2023 at 8:00 a.m.

Prepared for Trophy Properties and Auction
By O'Keefe-Wilson Abstracting Co., Inc.
414 N. 5th St.
Atchison, KS 66002
913-367-1642
jennifer@okwttitle.com

ATCHISON COUNTY, KS
ENTERED IN TRANSFER RECORD IS
IN MY OFFICE THIS 30th
DAY OF October A.D. 20 21

Michelle Phillips
COUNTY CLERK



STATE OF KANSAS, ATCHISON COUNTY, SS
SHELLEY CAMPBELL, REGISTER OF DEEDS

Book: 684 Page: 856-859

Receipt #: 80644

Pages Recorded: 4

Cashier Initials: Kim

Recording Fee: \$72.00

Shelley Campbell

Date Recorded: 11/8/2021 3:17:29 PM

QUIT CLAIM DEED

7th th June 21
30th th October 21

THIS INDENTURE made this 30th day of October, 2021, between SAMUEL C. DIMMERLING and REBECCA L. DIMMERLING, husband and wife of Frederick County in the State of Maryland, RYAN L. GASKELL and CHRISTY N. GASKELL, husband and wife of Montgomery County in the State of Maryland, ANDREW L. GASKELL, a single person of Montgomery County in the State of Maryland, and LUZ D. GASKELL, a single person of Sussex County in the State of Delaware, GRANTORS, and SUNNY DAY FARM, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at 104 N. 6th St., Atchison, Kansas 66002, GRANTEE:

WITNESSETH, that said GRANTORS in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUIT-CLAIM, unto said GRANTEE, its successors and assigns, all of the following described real estate, situated in the County of Atchison, and State of Kansas, to-wit:

A parcel of land located in the Northeast Quarter (NE ¼) of Section number Fourteen (14) in Township Five (5), of Range number Seventeen (17), EXCEPT approximately six (6) acres (more or less) located in the Northeast Quarter (NE ¼) of Section Fourteen (14), Township Five (5), Range Seventeen (17). The north fence line designates the boundary which is approximately 30 rods from the center of the road to the west fence line. The west fence line is the boundary from the north fence to the pond which is approximately 31 rods from the west fence to the center of the east road. The east boundary is the center of the road which from the water front to the north fence is approximately 31 rods, and a tract 56.56 rods square, consisting of 20 acres, more or less, in the Northwest corner of the Southeast Quarter of Section Fourteen (14), Township Five (5), Range Seventeen (17), 174 acres, more or less.

Subject to any and all easements, restrictions and conveyances of record, if any.

TO HAVE AND HOLD TO THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto, belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands, the day and year first above written.

[Signature]
SAMUEL C. DIMMERLING

[Signature]
REBECCA L. DIMMERLING

STATE OF Maryland, Frederick COUNTY, ss:

The foregoing instrument was acknowledged before me this 30 day of October, 20 21, by SAMUEL C. DIMMERLING and REBECCA L. DIMMERLING, husband and wife.



AMBER AULT
Notary Public
Frederick County
Maryland
My Commission Expires April 03, 2024

[Signature]
NOTARY PUBLIC: Amber Ault

MEARS HAUSMANN, P.A.
ATCHISON, KANSAS 66002

R L Gaskell

RYAN L. GASKELL

Christy N. Gaskell

CHRISTY N. GASKELL

STATE OF Maryland, Montgomery COUNTY, ss:

The foregoing instrument was acknowledged before me this 12 day of October, 2021, by RYAN L. GASKELL and CHRISTY N. GASKELL, husband and wife.

Steven A. Badeau

NOTARY PUBLIC:

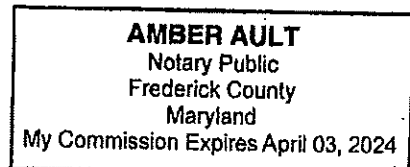


Andrew L. Gaskell
ANDREW L. GASKELL

STATE OF Maryland, Frederick COUNTY, ss: _____

The foregoing instrument was acknowledged before me this 30 day of October, 20 21, by
ANDREW L. GASKELL, a single person.

Amber Ault
NOTARY PUBLIC: Amber Ault



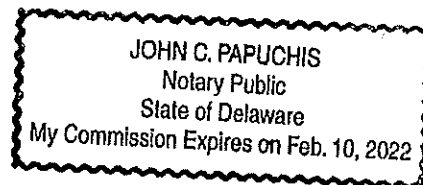
Luz D. Gaskell
LUZ D. GASKELL

STATE OF DELAWARE, Sussex COUNTY, ss:

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2021, by LUZ D. GASKELL, a single person.

John C. Papuchis
NOTARY PUBLIC: JOHN PAPUCHIS

"QUESTIONNAIRE UNNECESSARY PURSUANT TO K.S.A. § 79-1437c(a)(12)



EASEMENT

GASKELL, DAVID G. and
GLADYS GASKELL, et ux

TO

LITTLE DELAWARE-MISSION CREEKS
WATERSHED DISTRICT NO. 5, of
Horton, Kansas

STATE OF KANSAS, ATCHISON COUNTY, SS:
This instrument was filed for record on
the 27th day of January A. D., 1966, at
9:10 o'clock A.M., and duly recorded in
Book 338 Page 135

Doris K. Blair

Register of Deeds

EASEMENT
(FORM "B")

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

David G. Gaskell and Gladys Gaskell, husband and wife, of Horton, Kansas, Grantor,
does hereby grant, bargain, sell, convey and release unto LITTLE DELAWARE-MISSION CREEKS
WATERSHED DISTRICT NO. 5, of Horton, Kansas Grantee, its successors and assigns, an easement in,
over and upon the following described land situated in the County of Atchison, State of Kansas, to-wit:

Beginning at a point 580 feet west and 220 feet north of the southeast
corner of Northeast Quarter of Section 14, Township 5 South, Range 17
East thence a true bearing of 16 degrees for 153 feet, thence left 68
degrees and 30 minutes for 275 feet, thence left 35 degrees and 30
minutes for 575 feet thence left 70 degrees and 30 minutes for 165
feet thence left 76 degrees for 440 feet, thence left 44 degrees and
30 minutes for 450 feet to the point of beginning, containing 5.7 acres
more or less, also all area below mean sea level elevation 1058.5 feet
above the dam in the East Half of Northeast Quarter of Section 14,
Township 5 South, Range 17 East containing 17.3 acres more or less

for the purposes of:

For or in connection with the construction, operation, maintenance, and inspection
of a floodwater retarding structure, designated as site 13 in the Little Delaware-
Mission Creeks Watershed to be located on the above described land; for the flowage
of any waters in, over, upon, or through such structure; and for the permanent storage and
temporary detention, either or both, of any waters that are impounded, stored or
detained by such structure.

1. In the event construction on the above described works of improvement is not commenced within
8 years from the date hereof, the rights and privileges herein granted shall at once revert to
and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above
described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the
above described land of the Grantor at any time, in any manner and for any purpose not
inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of
the rights and privileges herein granted.
4. The Grantee is responsible for operating and maintaining the above described work of improvement.
5. Special provisions:

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

IN WITNESS WHEREOF the Grantor has executed this instrument on the 13 day of January, 1966.

David G. Gaskell (SEAL)

Gladys Gaskell (SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF BROWN) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day
of January, 1966, personally appeared David G. Gaskell and Gladys Gaskell, husband and wife, to me
known to be the identical persons who executed the within and foregoing instrument and acknowledged
to me they executed the same as their free and voluntary act and deed, for the uses and
purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last
hereinabove written.

(SEAL)

My Commission Expires: May 14, 1968

G. D. Mapes

Notary Public

136 PR
Miscellaneous Record No. 338

EASEMENT
(FORM "B")

THOMAS L. GASKELL
and MARY MARGARET GASKELL,
Husband and wife

STATE OF KANSAS, ATCHISON COUNTY, SS:
This instrument was filed for record on the
27th day of January A. D., 1966, at 9:15
o'clock A.M., and duly recorded in Book 338
Page 136

TO

LITTLE DELAWARE-MISSION CREEKS
WATERSHED DISTRICT NO. 5

Doris K. Blair

Register of Deeds

EASEMENT
(FORM "B")

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Thomas L. Gaskell and Mary Margaret Gaskell, husband and wife, of Horton, Kansas, Grantor, does hereby grant, bargain, sell, convey and release unto LITTLE DELAWARE-MISSION CREEKS WATERSHED DISTRICT NO. 5 of Horton, Kansas, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Atchison, State of Kansas, to-wit:

Beginning at a point 580 feet west and 220 feet north of the southeast corner of Northeast Quarter of Section 14, Township 5 South, Range 17 East thence a true bearing of 16 degrees for 153 feet, thence left 68 degrees and 30 minutes for 275 feet, thence left 35 degrees and 30 minutes for 575 feet thence left 70 degrees and 30 minutes for 165 feet thence left 76 degrees for 440 feet, thence left 44 degrees and 30 minutes for 450 feet to the point of beginning, containing 5.7 acres more or less, also all area below mean sea level elevation 1058.5 feet above the dam in the East Half of Northeast Quarter of Section 14, Township 5 South, Range 17 East containing 17.3 acres more or less

for the purposes of:

For or in connection with the construction, operation, maintenance, and inspection of a floodwater retarding structure, designated as site 13 in the Little Delaware-Mission Creeks Watershed to be located on the above described land; for the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such structure.

1. In the event construction on the above described works of improvement is not commenced within 8 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The Grantee is responsible for operating and maintaining the above described work of improvement.

5. Special provisions:

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

IN WITNESS WHEREOF the Grantor has executed this instrument on the 13 day of January, 1966.

Thomas L. Gaskell
(Signature of Grantor)

Mary Margaret Gaskell
(Signature of Grantor)

ACKNOWLEDGMENT

STATE OF KANSAS }
COUNTY OF BROWN } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of January, 1966, personally appeared THOMAS L. GASKELL and MARY MARGARET GASKELL, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.

(SEAL)

G. D. Hapes

NOTARY PUBLIC

My Commission Expires: May 14, 1968

R E S O L U T I O N

BEFORE THE COUNTY COMMISSIONERS OF ATCHISON COUNTY, KANSAS

WHEREAS, Gary Bottorff, trustee of Grasshopper Township, appeared before the Board of County Commissioners, hereinafter referred to as Commissioners, and indicated it would be in the best interest of the township to close the road described below.

WHEREAS, the Commissioners ordered the County Clerk to post in three (3) conspicuous places notice of the proposed vacation of the road as described below pursuant to K.S.A. 68-102 a:

That portion of Grasshopper Township Road Number 154 beginning at the Northeast (NE) corner of Section 14, Township 5, Range 17; thence West two hundred and thirty eight and sixty three hundredths (238.63) rods to a point two (2) rods east of the Northwest (NW) corner of the East one-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 14.

WHEREAS, the Commissioners viewed said road on December 17, 1980.

WHEREAS, the Commissioners held a public hearing on the closing of said road.

WHEREAS, the Commissioners find that said road is no longer in use to any significant degree; has not been maintained or traveled by the general public for several years; that said road is unnecessary and impracticable.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the portion of the road as described above shall be vacated this 14th day of January, 1981.

STATE OF KANSAS, ATCHISON COUNTY SS
FILED FOR RECORD AT 8:45 A.M.
AND RECORDED IN BOOK 385 PAGE 1386

FEB 10 1981

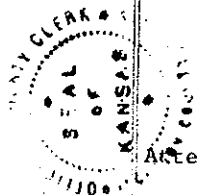
Louise Hawk
REGISTER OF DEEDS

BY nc DEPUTY

Al Pickman
Al Pickman
Chairman of the Board

Edythe Bilimek
Edythe Bilimek
Board Member

Bill Putthoff
Bill Putthoff
Board Member



Attest: Pauline Lee
Pauline Lee County Clerk

DEED—GENERAL WARRANTY

FROM

TO

Entered in Transfer Record 1236 M In
my office, this 4th day of
November A. D. 19 82
Pauline M. Lee
County Clerk.

STATE OF KANSAS,

Atchison County, ss.

This instrument was filed for record on the
3rd day of November A. D.
19 82 at 1:52 o'clock P M., and
duly recorded in Book 388 of Deeds,
at page 1223

Louise Hawk
Register of Deeds.

By _____ Deputy.

FEES

Register of Deeds, for recording, \$ 5.00

Easement:

Sewer lagoon approximately
20 rods of pipe line and
100' square lagoon west
from west line.
Access to water well,
electric line and pipe
line for water.

THIS INDENTURE, Made this 15thBook 388 Page 1223
day of September

A. D. 19 82, between David G. Gaskell, Gladys M. Gaskell,
Thomas L. Gaskell or Mary M. Gaskell

of Atchison County, in the State of Kansas

of the first part, and Kirk E. Gaskell or
Cindy A. Gaskell

of Atchison County, in the State of Kansas

of the second part,

WITNESSETH, that said parties of the first part, in consideration of the sum of
One----- and no/ 100 DOLLARS,
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and
convey unto said parties of the second part, their heirs and assigns, all the
following-described real estate, situated in the County of Atchison
and State of Kansas, to wit:

Approximately (6) acres (more or less)
Located in the NE1/4 14-5-17

The north fence line designates the
boundry which is approximately 30 rods
from the center of the road to the west
fence line.

The west fence line is the boundry from
the north fence to the pond which is
approximately 36 rods from north to south

The south line is the water front of the pond
which is approximately 31 rods from west
fence to the center of the east road.

The east boundry is the center of the road
which from the water front to the north
fence is approximately 31 rods.

Easement as follows:

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise apper-
taining, forever.

And said parties of the first part
for their

heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part
of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear,
discharged and unincumbered of and from all former and other grants, lites, charges, estates, judgments, taxes, assessments and incumbrances, of what nature
or kind soever,

and that they will warrant and forever defend the same unto said parties of the second part, their heirs and assigns,
against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

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

Thomas L. Gaskell
Mary M. Gaskell

David G. Gaskell
Gladys M. Gaskell

STATE OF KANSAS,

Brown

COUNTY, ss.

BE IT REMEMBERED, That on this

3rd day ofNovember, 19 82, before me, the

undersigned, a

In and for the County and State aforesaid, came



who personally known to me to be the same person who executed the foregoing instrument of writing, and
duly acknowledged the execution of the same.

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

seal on the

My commission expires

Jan. 1119 86

Jane Bruning
Notary Public.

STATE OF KANSAS
COUNTY OF ATCHISON
FILED FOR RECORDDATE 5-13-2002 TIME 9:18 A.M.
RECORDED BOOK 478 PAGE 950-951
BY Marlene Wagner REGISTER OF DEEDS
FEE \$ 12.00

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of January, 2002 by and between
David G. Gaskell and Gladys M. Gaskell, husband and wifewhose mailing address is 11397 Chautaugua Road, Horton, KS 66439
hereinafter called Lessor (whether one or more), andEl Paso Production Company, Nine Greenway Plaza, Houston, TX 77046-0995,
hereinafter called Lessee.

WITNESSETH, THAT Lessor, in consideration of Ten and More Dollars (\$10.00+) 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 exploring by geophysical, including but not limited to 3-D seismic, and all other methods (whether now known or not), prospecting, drilling, mining, and operating for and producing oil, liquid hydrocarbons, all hydrocarbon gases, and their respective constituent products, including, but not limited to coal bed methane, nitrogen, helium, carbon dioxide, and sulfur, together with the right of dewatering for production of coalbed methane gas, injecting gas, water, or other fluids into subsurface strata, laying and maintaining pipe lines and electric lines, building roads, storing oil, building compressor and power stations, and other structures and facilities thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, all hydrocarbon gases and their respective constituent products and other products located on in and under the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Atchison, State of Kansas described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

containing 412.50 D.G. acres, more or less, and all accretions, roads and strips or parcels of land adjacent thereto owned or claimed by Lessor.

Subject to the provisions herein contained, this lease shall remain in force for a term of Five (5) D.G. G.G. years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith. If after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production from the leased premises (or lands pooled therewith) should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking, dewatering, or other operations on the leased premises (or lands pooled therewith) within 90 days thereafter. If, at or after the expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking, dewatering or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of oil, gas or its constituents covered under this lease, then as long thereafter as there is production from the leased premises or lands pooled therewith.

In consideration of the premises the said Lessee covenants and agrees:

1st. 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.

2nd. 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) of the market value at the well for the gas sold, used off the premises, or in the manufacture of products therefrom (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). 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.

This lease is a Paid-Up Lease and may be maintained during the primary term hereof without further payment or drilling operations. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering all or any portion, strata, or portions of the leased premises and thereby surrender this lease as to such strata, portion or portions and be relieved of all obligations as to the acreage surrendered. Lessee shall have the right for a period of six months after the expiration of the lease in which to remove all machinery, equipment and fixtures, including the right to draw and remove well casing.

Lessee shall have the continuing and recurring right, but not the obligation, 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 leased premises so as to promote the conservation of oil, gas, or its constituent products, 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. Lessee shall execute in writing and record in the public records of the county in which the leased premises 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. If production is found on the pooled acreage, it shall be treated as if production is produced from this lease, whether the well or wells be located on the leased premises 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 the leased premises included in the unit or Lessor's royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If said Lessor owns a lesser interest in the leased premises 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said leased premises for Lessee's operations thereon, except water from Lessor's wells.

When requested by Lessor, Lessee shall bury pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said leased premises without the prior written consent of Lessor.

Lessee shall pay for all damages caused by its operations to growing crops.

In the event either party assigns its interest hereunder, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until sixty (60) days after the Lessee has been furnished with a written transfer or assignment.

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 production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, dewatering, production 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 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 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, reworking, dewatering, production 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, reworking, dewatering, production or other operations are so prevented, delayed or interrupted.

Lessor hereby 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, and the undersigned Lessor, for themselves and their heirs, successors and assigns. Lessor hereby surrenders and releases all right of dower and homestead in the leased premises, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the leased premises shall nevertheless be developed and operated as one lease, and all royalties accruable hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased premises acreage. There shall be no obligation on the part of Lessee to offset wells on separate tracts into which the leased premises may now or hereafter be divided by sale, devise, descent or otherwise.

It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, Lessee is given a reasonable amount of time in which to remedy the breach or default. In addition, Lessor agrees to execute any curative instruments or amendments of legal description to correct errors or more correctly describe the leased premises.

~~Lessee shall have the exclusive option to extend and renew this lease for an additional term of Five (5) years beginning~~ from the expiration of the primary term of this lease by tendering payment to the Lessor or to the credit of the Lessor the sum of 10.00 dollars per net mineral acre. Said extension payment shall be made by check or draft and be remitted by U.S. Mail, which shall preclude termination of this lease. ~~Notice of Lessee's exercise of this option and payment of the extension payment shall be sent to Lessor at the address indicated above at any time prior to the expiration of the primary term.~~ Lessee shall file an affidavit with the County Clerk and Recorder evidencing Lessee's election to extend the primary term of this lease. D.L.
G.G.

This lease may be executed in counterparts, each of which shall be considered and original for all purposes. Should any one or more of the parties named above fail to execute this lease, it shall nevertheless be binding upon all such parties who execute it as Lessor. All provisions of this lease shall be binding upon the heirs, successors and assigns of Lessor and Lessee.

See Exhibit "B" attached hereto and made a part hereof.
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. D.L.
G.G.

David G. Gaskell
David G. Gaskell

Gladys M. Gaskell
Gladys M. Gaskell

STATE OF Kansas
COUNTY OF Atchison

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 25th day of January, 2002, by

David G. Gaskell and Gladys M. Gaskell, husband and wife

My commission Expires 12/17/05

Caryn Cooper
Notary Public

(REC ID#: 631. . 0.05.5)

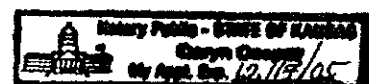


EXHIBIT "A"

Attached as part of Oil and Gas Lease dated January 23rd, 2002 between David G. Gaskell and Gladys M. Gaskell, husband and wife as Lessor and El Paso Production Company, as Lessee.

Township 5S, Range 17E

Section 10: SE/4

~~Section 10: 89.4 acres, more or less, being Lots 3 and 4 of the SW/4, also known as the W/2 of the fractional SW/4, and part of the E/2 of the fractional SW/4, and being the same land described in that certain Warranty Deed dated December 12, 1995, and recorded at Volume 423, Page 194, Deed Records, Atchison County, Kansas.~~ D. G.
G. G.

Section 14: 252.5 acres, more or less, being the E/2 of the NW/4, the NE/4, and a tract in the NW corner of the SE/4, less and except 6.0 acres in the NE/4, and being the same land described in that certain Warranty Deed dated September 9, 1993, and recorded at Volume 410, Page 314, Deed Records, Atchison County, Kansas.

Signed for identification.

David G. Gaskell
David G. Gaskell
510-38-2965
SS#

Gladys M. Gaskell
Gladys M. Gaskell
512-26-3864
SS#

SURFACE USE PROVISIONS**Exhibit "B"**

to and made a part of oil and gas lease

Dated January 23, 2002 between David G. Gaskell and Gladys M. Gaskell, husband and wife as Lessor and El Paso Production Company as Lessee.

Lessee shall pay Lessor for any damages to crops, land, cattle, trees, gates, roads, livestock, buildings, fences, tanks, water wells, or any other property or improvements caused by or resulting from Lessee's operations on the lease premises. Furthermore, each drilling pad shall be leveled and restored by the Lessee as soon as reasonably practical after the completion of each well and/or operation. Lessee shall conduct all of its surface operations on the lease premises in a clean and prudent manner consistent with good oil field operations.

Lessee agrees to consult with the surface owner regarding the placement of all roads, pipelines, and other structures, and, where practical, to locate all of them at such locations that will minimize the interference with the surface use of the land for farming and ranching purposes. Lessee shall maintain and keep all such roads and easements in good condition and repair.

Lessee will bury and maintain all pipelines, electric lines, and other lines below ordinary plow depth in such a manner so as not to interfere with the usual farming and agricultural practices conducted on the lease premises.

Lessee shall comply with all governmental rules and regulations and the rules and regulations of the Kansas Corporation Commission pertaining to disposal of salt water and other fluids produced from the lease premises.

All wells drilled on the lease premises shall provide for a sufficient amount of surface casing shall be set and cemented to protect all fresh water formations which are now, or may be, a source of water supply. "Sufficient amount of surface casing," as used in this paragraph, shall mean that amount of surface casing required to reach the depth recommended by the Kansas Corporation Commission or appropriate governmental authority having jurisdiction to protect all fresh water formations which are currently found, or may be found, on the lease premises.

Return to:
Griffith Land Services, Inc.
11060 Timberline Rd.
Houston, Texas 77043-3804
Attn: Sharon Cotton / G. Hopson



KANSAS DEPARTMENT OF AGRICULTURE
Dale A. Rodman, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

CERTIFICATE OF APPROPRIATION FOR BENEFICIAL USE OF WATER

WATER RIGHT, File No. 46,845

PRIORITY DATE August 22, 2007

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas.

NOW, THEREFORE, Be It Known that DAVID W. BARFIELD, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of **all natural flows** of surface water in streams within the Delaware River drainage basin, to be accumulated in thirty (30) reservoirs (a.k.a. Little Delaware Mission Creek Watershed Joint District No. 5) as follows:

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 4, Delaware River), created by a dam (Dam No. 9 PILOT) located in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, more particularly described as being near a point 1,455 feet North and 2,385 feet West of the Southeast corner of said section, in Township 3 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **5.08 acre-feet** of water per calendar year for **sediment control** in a reservoir located within Section 26, Township 3 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0022 by the Division of Water Resources,

one (1) reservoir located on unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 4A, Delaware River), created by a dam (Dam No. 10 PILOT) located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, more particularly described as being near a point 1,028 feet North and 1,542 feet West of the Southeast corner of said section, in Township 3 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **3.50 acre-feet** of water per calendar year for **sediment control** in a reservoir located Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 3 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0023 by the Division of Water Resources,

(over)

STATE OF KANSAS, ATCHISON COUNTY, SS
SHELLEY CAMPBELL, REGISTER OF DEEDS
Book: 615 Page: 146-154
Recording Fee: \$40.00
Pages Recorded: 9
Date Recorded: 6/14/2013 1:00:00 PM
TW/

Gilley Complete

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one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 8, Delaware River), created by a dam (Dam No. IV PILOT) located in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 2, more particularly described as being near a point 2,320 feet North and 2,680 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **27.13 acre-feet** of water per calendar year for **sediment control** in a reservoir located within Section 2, Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0040 by the Division of Water Resources.

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 3, Delaware River), created by a dam (Dam No. 1) located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 11, more particularly described as being near a point 2,430 feet North and 3,323 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **10.50 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the West Half (W $\frac{1}{2}$) of Section 11, Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0179 by the Division of Water Resources.

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 3, Delaware River), created by a dam (Dam No. V PILOT) located in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 12, more particularly described as being near a point 1,216 feet North and 4,925 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **15.05 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 11 and in the Southwest Quarter (SW $\frac{1}{4}$) of Section 12, all in Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0024 by the Division of Water Resources.

one (1) reservoir located on Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 7A, Delaware River), created by a dam (Dam No. 73 PILOT) located in the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, more particularly described as being near a point 4,625 feet North and 3,935 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **10.50 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0039 by the Division of Water Resources.

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 7, Delaware River), created by a dam (Dam No. 48 PILOT) located in the Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, more particularly described as being near a point 535 feet North and 1,464 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **14.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the South Half (S $\frac{1}{2}$) of Section 26, Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0038 by the Division of Water Resources.

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 7A, Delaware River), created by a dam (Dam No. VII PILOT) located in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, more particularly described as being near a point 5,086 feet North and 396 feet West of the Southeast corner of said section, in Township 4 South, Range 16 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **19.43 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 23 and in the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, all in Township 4 South, Range 16 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0105 by the Division of Water Resources.

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 5, Delaware River), created by a dam (Dam No. 21 PILOT) located in the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 6, more particularly described as being near a point 1,752 feet North and 4,864 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **8.75 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the West Half (W $\frac{1}{2}$) of Section 6, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0025 by the Division of Water Resources.

one (1) reservoir located on unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 5A, Delaware River), created by a dam (Dam No. 25 PILOT) located in the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 7, more particularly described as being near a point 3,595 feet North and 2,353 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **8.75 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the North Half (N $\frac{1}{2}$) of Section 7, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0030 by the Division of Water Resources.

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one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 5, Delaware River), created by a dam (Dam No. VI PILOT) located in the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW¼ NW¼ SW¼) of Section 7, more particularly described as being near a point 2,321 feet North and 4,829 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **26.08 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the East Half (E½) of Section 12, Township 4 South, Range 16 East, and in the West Half (W½) of Section 7, Township 4 South, Range 17 East, all in Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0104 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Mission Creek, (identified in the office of the Chief Engineer as Mission Creek Tributary 1, Delaware River), created by a dam (Dam No. 54 PILOT) located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE¼ SW¼ SE¼) of Section 8, more particularly described as being near a point 1,302 feet North and 1,837 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **10.50 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Southeast Quarter (SE¼) of Section 8, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0036 by the Division of Water Resources,

one (1) reservoir located on Otter Creek, (identified in the office of the Chief Engineer as Otter Creek, Delaware River), created by a dam (Dam No. 3) located in the Southeast Quarter of the Northwest Quarter of the Southeast Quarter (SE¼ NW¼ SE¼) of Section 13, more particularly described as being near a point 1,653 feet North and 1,326 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **28.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the East Half (E½) of Section 13, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0168 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Otter Creek, (identified in the office of the Chief Engineer as Otter Creek Tributary 2, Delaware River), created by a dam (Dam No. 4) located in the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW¼ NE¼ SE¼) of Section 14, more particularly described as being near a point 2,094 feet North and 1,228 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **28.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the East Half (E½) of Section 14, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0169 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Mission Creek, (identified in the office of the Chief Engineer as Mision Creek Tributary 2, Delaware River), created by a dam (Dam No. 66 PILOT) located in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 15, more particularly described as being near a point 1,594 feet North and 4,294 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **14.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 15, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0034 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 6, Delaware River), created by a dam (Dam No. 26 PILOT) located in the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 18, more particularly described as being near a point 3,999 feet North and 2,301 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **7.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the North Half (N $\frac{1}{2}$) of Section 18, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0029 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Mission Creek, (identified in the office of the Chief Engineer as Mision Creek Tributary 3, Delaware River), created by a dam (Dam No. 70 PILOT) located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 22, more particularly described as being near a point 2,047 feet North and 3,633 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **12.08 acre-feet** of water per calendar year for **sediment control** in a reservoir located within Section 22, in Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0027 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Otter Creek, (identified in the office of the Chief Engineer as Otter Creek Tributary 3, Delaware River), created by a dam (Dam No. 20) located in the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 27, more particularly described as being near a point 632 feet North and 839 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **15.75 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 27, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0177 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Otter Creek, (identified in the office of the Chief Engineer as Otter Creek Tributary 3, Delaware River), created by a dam (Dam No. 7) located in the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 34, more particularly described as being near a point 2,960 feet North and 2,426 feet West of the Southeast corner of said section, in Township 4 South, Range 17 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **24.50 acre-feet** of water per calendar year for **sediment control** in a reservoir located within Section 34, Township 4 South, Range 17 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0176 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Clear Creek, (identified in the office of the Chief Engineer as Clear Creek Tributary 4, Delaware River), created by a dam (Dam No. 15) located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 2, more particularly described as being near a point 1,101 feet North and 1,829 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **10.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 2, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0142 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 2, Delaware River), created by a dam (Dam No. 14) located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 6, more particularly described as being near a point 1,237 feet North and 1,917 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **16.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the South Half (S $\frac{1}{2}$) of Section 6, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0149 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Brush Creek, (identified in the office of the Chief Engineer as Brush Creek Tributary 3, Delaware River), created by a dam (Dam No. 13) located in the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 14, more particularly described as being near a point 2,968 feet North and 805 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **10.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 14, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0134 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 2A, Delaware River), created by a dam (Dam No. 19) located in the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, more particularly described as being near a point 3,186 feet North and 2,333 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **8.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located within Section 17, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0143 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Brush Creek, (identified in the office of the Chief Engineer as Brush Creek Tributary 2, Delaware River), created by a dam (Dam No. 12) located in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, more particularly described as being near a point 3,801 feet North and 4,386 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **16.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0133 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Brush Creek, (identified in the office of the Chief Engineer as Brush Creek Tributary 1, Delaware River), created by a dam (Dam No. 8) located in the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 27, more particularly described as being near a point 4,819 feet North and 3,747 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **10.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0137 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Grasshopper Creek, (identified in the office of the Chief Engineer as Grasshopper Creek Tributary 1, Delaware River), created by a dam (Dam No. 9) located in the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 28, more particularly described as being near a point 4,146 feet North and 2,399 feet West of the Southeast corner of said section, in Township 5 South, Range 17 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **12.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the North Half (N $\frac{1}{2}$) of Section 28, Township 5 South, Range 17 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0132 by the Division of Water Resources,

(over)

BOOK 463
PAGE 944

one (1) reservoir located on an unnamed tributary to Otter Creek, (identified in the office of the Chief Engineer as Otter Creek Tributary 1, Delaware River), created by a dam (Dam No. 2) located in the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, more particularly described as being near a point 584 feet North and 2,317 feet West of the Southeast corner of said section, in Township 4 South, Range 18 East, Brown County, Kansas, to be accumulated to a maximum quantity not to exceed **15.75 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the South Half (S $\frac{1}{2}$) of Section 18, Township 4 South, Range 18 East, Brown County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DBR-0167 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Clear Creek, (identified in the office of the Chief Engineer as Clear Creek Tributary 2, Delaware River), created by a dam (Dam No. 5) located in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 4, more particularly described as being near a point 3,425 feet North and 4,583 feet West of the Southeast corner of said section, in Township 5 South, Range 18 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **16.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the West Half (W $\frac{1}{2}$) of Section 4, Township 5 South, Range 18 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0136 by the Division of Water Resources,

one (1) reservoir located on an unnamed tributary to Clear Creek, (identified in the office of the Chief Engineer as Clear Creek Tributary 3, Delaware River), created by a dam (Dam No. 18) located in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 7, more particularly described as being near a point 4,378 feet North and 808 feet West of the Southeast corner of said section, in Township 5 South, Range 18 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **12.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 5 South, Range 18 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0138 by the Division of Water Resources, and

one (1) reservoir located on an unnamed tributary to the Clear Creek, (identified in the office of the Chief Engineer as Clear Creek Tributary 1, Delaware River), created by a dam (Dam No. 17) located in the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 9, more particularly described as being near a point 4,477 feet North and 4,525 feet West of the Southeast corner of said section, in Township 5 South, Range 18 East, Atchison County, Kansas, to be accumulated to a maximum quantity not to exceed **22.00 acre-feet** of water per calendar year for **sediment control** in a reservoir located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 9, Township 5 South, Range 18 East, Atchison County, Kansas. The structure creating the referenced reservoir has been identified as Water Structure No. DAT-0135 by the Division of Water Resources.

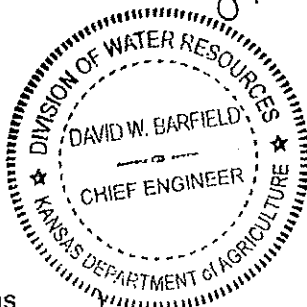
Water Right, File No. 46,845

Page 9 of 9

All terms, conditions and limitation applicable to the Appropriation of Water not expressly changed or removed by the issuance of the Certificate of Appropriation remain in full force and effect. Failure to comply with those terms, conditions and limitations, and those added or amended by this Certificate, will result in the suspension of this appropriation right or revocation and dismissal of this appropriation right.

This is a final agency action. If you choose to appeal this decision or any finding or part thereof, you must do so by filing a petition for review in the manner prescribed by the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KJRA K.S.A. 77-601 et seq.) within 30 days of service of this order. Your appeal must be made with the appropriate district court for the district of Kansas. The Chief Legal Counsel for the Kansas Department of Agriculture, 109 SW 9th Street, 4th Floor, Topeka, Kansas 66612, is the agency officer who will receive service of a petition for judicial review on behalf of the Kansas Department of Agriculture; Division of Water Resources. If you have questions or would like clarification concerning this order, you may contact the Chief Engineer.

IN WITNESS WHEREOF, I have hereunto set my hand at my office at Topeka, Kansas, this 10th day of May, 2013.



David W. Barfield

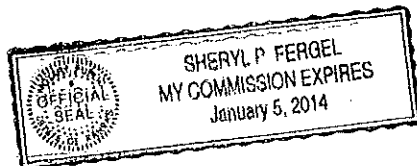
David W. Barfield, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas

SS

County of Shawnee)

The foregoing instrument was acknowledged before me this 10th day of May, 2013, by David W. Barfield, P.E., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.



Sheryl P. Fergel
Notary Public

State of Kansas, Brown County SS.
Filed for record 06/11/2013 at 11:00 AM
Book 463 Page 938-946 Fee: \$40.00

Nellie M. Brockhoff
REGISTRAR OF DEEDS

By _____ Deputy
Index 01003 ☒ Comp ☒ Og ☒ Image ☒
SVG#: cc UCC#: 13

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PAGE 946



STATE OF KANSAS, ATCHISON COUNTY, SS
SHELLEY CAMPBELL, REGISTER OF DEEDS

Book: 659 Page: 922-929

Receipt #: 76191

Pages Recorded: 8

Cashier Initials: Kim

Recording Fee: \$140.00

Shelley Campbell

Date Recorded: 4/24/2019 11:12:04 AM

NE/4 & SE/4, S14-T5S-R17E

GRANT OF RIGHT OF WAY

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Luz Gaskell, a single person, AND Andrew Gaskell, a single person, AND Ryan L. Gaskell and Christy Gaskell, a married couple, AND Rebecca Dimmerling and Samuel Dimmerling, a married couple**, ("Grantor") do hereby grant, convey and warrant unto **WESTAR ENERGY, INC., a Kansas corporation**, its successors, assigns and lessees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

A parcel of land located in the Northeast Quarter (NE 1/4) of Section number Fourteen (14) in Township Five (5) of Range number Seventeen (17), EXCEPT approximately Six (6) acres (more or less) located in the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Five (5), Range Seventeen (17), The North fence line designates the boundary which is approximately 30 rods from the center of the road to the West fence line. The West fence line is the boundary from the North fence to the pond which is approximately

31 rods from the West fence to the center of the East road. The East boundary is the center of the road which is from the water front to the North fence is approximately 31 rods, and a tract 56.56 rods square, consisting of 20 acres, more or less, in Northwest corner or Southeast Quarter of Section Fourteen (14), Township Five (5), Range Seventeen (17), 174 acres, more or less, in Atchison County, KS.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this 2nd day of MARCH, 2019.

Luz Gaskell

Luz Gaskell

Print Name Here

STATE OF MARYLAND

) SS:

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF HOWARD

I, ELSA HABTOM, do hereby certify that
(Print name of Notary Public)

Luz Gaskell, a single person personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 2nd day of MARCH, 2019.

E. H. H. H. H. H.
Notary Public

ELSA HABTOM
Print Name Here

My appointment expires: SEPTEMBER 3, 2019

ELSA HABTOM
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 9/3/2019

WITNESS the hand of the Grantor this 15 day of March, 2019.

✓ Andrew Gaskell

Andrew Gaskell

Print Name Here

DISTRICT

STATE OF COLUMBIA)

CITY) SS:

COUNTY OF Washington)

INDIVIDUAL ACKNOWLEDGMENT

I, Dana L. Lee, do hereby certify that
(Print name of Notary Public)

Andrew Gaskell, a single person personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and seal this 15th day of March, 2019.

Dana L. Lee

Notary Public

Dana L. Lee

Print Name Here

My appointment expires: 9/30/23

WITNESS the hand of the Grantor this 19th day of March, 2019.

✓ Ryan L. Gaskell

✓ Christy Gaskell

Ryan L. Gaskell
Print Name Here

Christy Gaskell
Print Name Here

STATE OF Maryland

) SS:

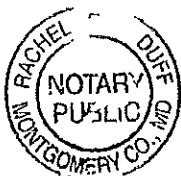
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Montgomery

I, Rachel Leigh Duff, do hereby certify that
(Print name of Notary Public)

Ryan L. Gaskell and Christy Gaskell, a married couple personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 19th day of March, 2019.



RACHEL LEIGH DUFF
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 21, 2022 Notary Public

Rachel Leigh Duff

Rachel Leigh Duff
Print Name Here

My appointment expires: 3-21-22

WITNESS the hand of the Grantor this 5th day of March, 2019.

Rebecca Dimmerling

Rebecca Dimmerling
Print Name Here

Samuel Dimmerling

Samuel Dimmerling
Print Name Here

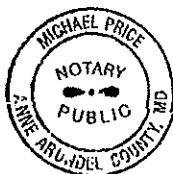
STATE OF Maryland)
) SS:
COUNTY OF Frederick)

INDIVIDUAL ACKNOWLEDGMENT

I, Michael Price, do hereby certify that
(Print name of Notary Public)

Rebecca Dimmerling and Samuel Dimmerling, a married couple personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 5th day of March, 2019.



Michael Price
NOTARY PUBLIC
Anne Arundel County
State of Maryland
My Commission Expires
6/9/2020

Michael Price
Notary Public

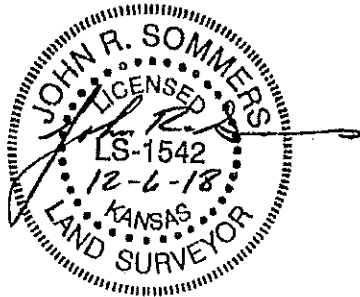
Michael Price
Print Name Here

My appointment expires: 6/9/2020

EASEMENT DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JULY 17, 2014 IN BOOK 623, PAGE 79 IN THE OFFICE OF THE ATCHISON COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 17 EAST OF THE SIXTH PRINCIPAL MERIDIAN, ATCHISON COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

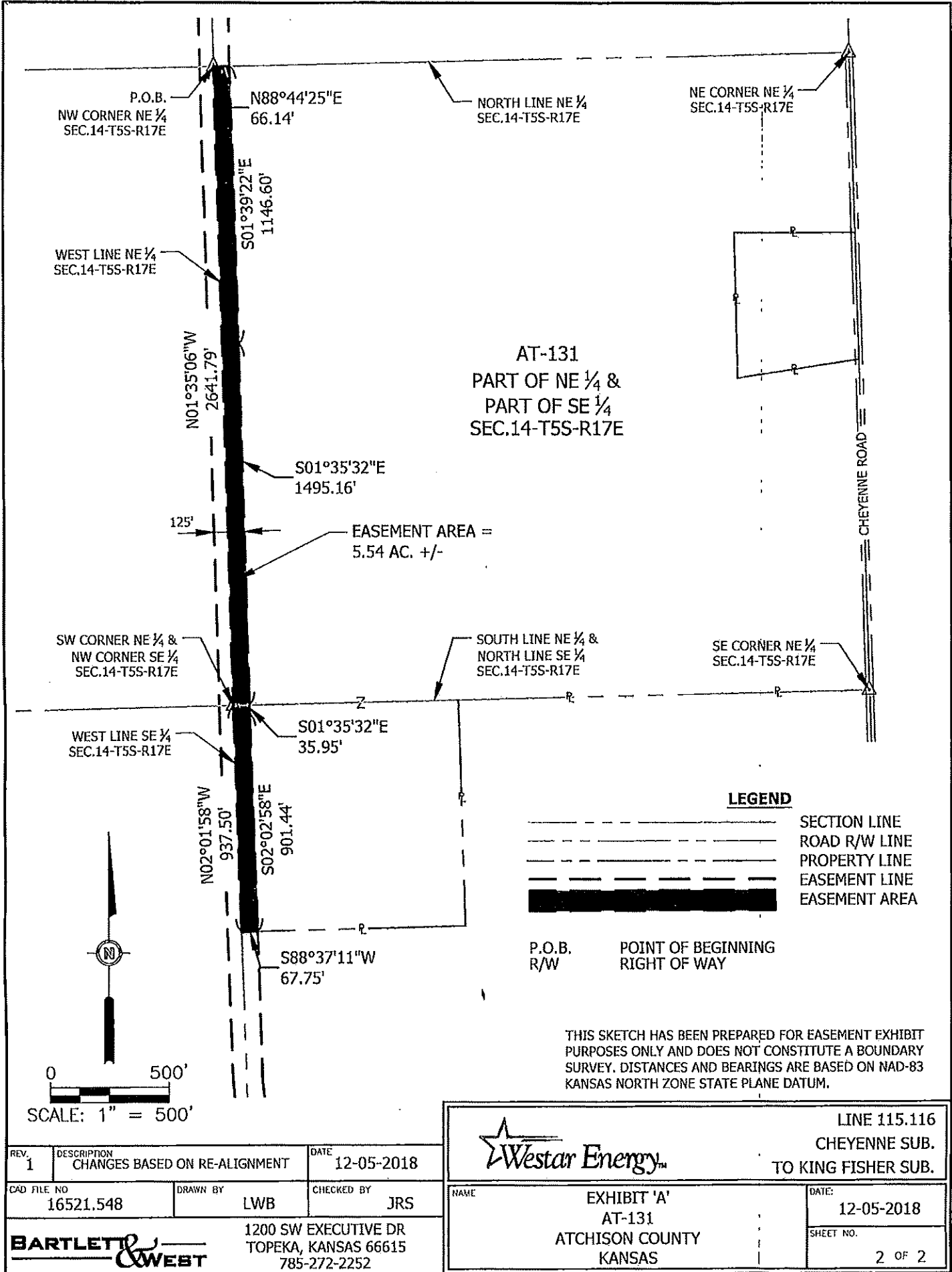
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, (BEARING BASED ON NAD-83 KANSAS NORTH ZONE STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 66.14 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 22 SECONDS EAST, A DISTANCE OF 1146.60 FEET; THENCE SOUTH 01 DEGREE 35 MINUTES 32 SECONDS EAST, A DISTANCE OF 1495.16 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE CONTINUING SOUTH 01 DEGREE 35 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.95 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 901.44 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 67.75 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 02 DEGREES 01 MINUTE 58 SECONDS WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 937.50 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 35 MINUTES 06 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2641.79 FEET TO THE POINT OF BEGINNING. CONTAINING 5.54 ACRES, MORE OR LESS.



PREPARED BY: JOHN R. SOMMERS, P.S. #1542
BARTLETT & WEST, INC.

REV. 1	DESCRIPTION CHANGES BASED ON RE-ALIGNMENT	DATE 12-05-2018
CAO FILE NO. 16521.548	DRAWN BY LWB	CHECKED BY JRS
BARTLETT & WEST 1200 SW EXECUTIVE DR TOPEKA, KANSAS 66615 785-272-2252		

		LINE 115.116 CHEYENNE SUB. TO KING FISHER SUB.
NAME EXHIBIT 'A' AT-131 ATCHISON COUNTY KANSAS		DATE: 12-05-2018 SHEET NO. 1 OF 2



REV. 1	DESCRIPTION CHANGES BASED ON RE-ALIGNMENT	DATE 12-05-2018
CAD FILE NO 16521.548	DRAWN BY LWB	CHECKED BY JRS

BARTLETT & WEST

1200 SW EXECUTIVE DR
TOPEKA, KANSAS 66615
785-272-2252

<p>Westar Energy™</p>		LINE 115.116 CHEYENNE SUB. TO KING FISHER SUB.
NAME EXHIBIT 'A' AT-131 ATCHISON COUNTY KANSAS	DATE 12-05-2018	SHEET NO. 2 OF 2