 <i>First American Title</i> TM	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

SLAMAL & SWAYDEN, INC.
105 E KANSAS AVE.
MEDICINE LODGE, KS 67104
620-886-5141 Phone
620-930-5141 Fax
slamalswayden@sctelcom.net

If this jacket was created electronically, it constitutes an original document.

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; and Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.


9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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<div><div><div>First American Title™</div></div></div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:
Issuing Agent: Slamal & Swayden, Inc.
Issuing Office's ALTA® Registry ID: 007256
Commitment No.: 23-NDS

Issuing Office: 105 E Kansas Ave., Medicine Lodge, KS 67104

SCHEDULE A

1. Commitment Date: August 1, 2023 at 8:30 A.M.

2. Policy to be issued:

(a) ALTA® Owners Policy (6-17-06)

Proposed Insured:

Proposed Policy Amount: For informational purposes only

(b) ALTA® Loan Policy (6-17-06)

Proposed Insured:

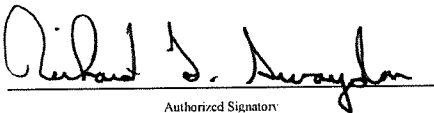
Proposed Policy Amount: \$

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: Miller Living Trust Agreement dated November 23, 1993, and any amendments thereto

5. The Land is described as follows:


THE SURFACE INTEREST ONLY IN AND TO:

The Southwest Quarter (SW¼) of Section 26, Township 33 South, Range 10 West of the 6th Principal Meridian, Barber County, Kansas.
- (This commitment is for informational purposes only and is not intended to insure the above-described real estate.)
- By: 

Authorized Signatory
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ALTA Commitment for Title Insurance (8-1-16)
Kansas – Schedule A

<div><div><div>First American Title™</div></div></div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 23-NDS

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.
5. Dismiss subject property from suit pending, Bank of Kremlin, Pltf., vs. Frankie Sue Miller, Trustee of the Miller Living Trust Agreement Dated November 23, 1993, et al, Defts., Barber County, Kansas, District Court Case No. 2023 CV 003.
6. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Sept. 11, 2000, executed by Ernest H. Miller and Frankie Sue Miller, Trustees under Miller Living Trust Agreement dated Nov. 23, 1993, in favor of Peoples First Bank, Enid, Oklahoma, in the amount of \$1,975,000.00, filed Oct. 16, 2000, recorded in Book 159, Page 209. And as assigned to Bank of Kremlin in Assignment of Mortgage recorded in Book 166, Page 57.
7. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Apr. 14, 2006, executed by Ernest H. Miller and Frankie Sue Miller, Trustees under Miller Living Trust Agreement dated Nov. 23, 1993, in favor of Bank of Kremlin, in the amount of \$412,000.00, filed June 12, 2006, recorded in Book 180, Page 146.
8. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Feb. 8, 2011, executed by Ernest H. Miller and Frankie Sue Miller, Trustees under Miller Living Trust Agreement dated Nov. 23, 1993, in favor of Bank of Kremlin, in the amount of \$668,075.00, filed Mar. 4, 2011, recorded in Book 199, Page 528.
9. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Aug. 30, 2017, executed by Frankie Sue Miller, not personally but as Trustee on behalf of Miller Living Trust Agreement Dated Nov. 23, 1993, in favor of Bank of Kremlin, in the amount of \$250,000.00, filed Oct. 2, 2017, recorded in Book 228, Page 506.
10. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Dec. 7, 2018, executed by Frankie Sue Miller, not personally but as Trustee on behalf of Miller Living Trust Agreement Dated Nov. 23, 1993, in favor of Bank of Kremlin, in the amount of \$1,400,000.00, filed Jan. 4, 2019, recorded in Book 232, Page 380.
11. Record Partial Release of Mortgage releasing subject property from the lien of Mortgage dated Jan. 28, 2022, executed by Frankie Sue Miller, not personally but as Trustee on behalf of Miller Living Trust Agreement Dated Nov. 23, 1993, in favor of Bank of Kremlin, in the amount of \$782,208.81, filed Feb. 7, 2022, recorded in Book 245, Page 225.
12. Furnish the issuing agent a copy of the Miller Living Trust Agreement Dated November 23, 1993, and any amendments thereto.

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	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

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:

- 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.
- Rights or claims of parties in possession not shown by the Public Records.
- Easements, or claims of easements, not shown by the Public Records.
- 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.
- Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- The lien of the General Taxes for the year 2023, and thereafter.
- Rights of the Public, State of Kansas, County of Barber and the Municipality in and to that part of the premises taken or used for road purposes.
- All oil, gas and minerals and any rights appertaining thereto for use of the surface.
- 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.
- Transmission Line Easement dated Aug. 22, 1956, in favor of Western Farmers Electric Cooperative, grants a perpetual easement 50 feet square in the extreme Southwest corner of SW¼ 26-33-10, to erect, operate and maintain electric power transmission lines and appurtenances, filed Jan. 9, 1957, recorded in Misc. Book 17, Page 264.
- Right of Way dated Oct. 27, 2008, in favor of A G V Corp., grants the right to lay, operate and maintain one pipeline and appurtenances over and along the South side of SW¼ 26-33-10, filed Nov. 3, 2008, recorded in Misc. Book 80, Page 43.
- Right of Way and Easement dated Jan. 8, 2009, in favor of West Wichita Gas Gathering, LLC, grants a right of way and easement 15' in width, to construct, maintain and operate one pipeline and appurtenances over, under and through SW¼ 26-33-10, (and other land), filed June 1, 2009, recorded in Misc. Book 81, Page 228.

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GF 15461

TRANSMISSION LINE EASEMENT

FORM 30318 TYPECASE PRESS INC.

The Grantor, herein so styled, whether one or more,
Orville R. Garner & Geneva Garner

for a good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to Western Farmers Electric Cooperative a cooperative corporation, Anadarko, Oklahoma, organized under the laws of the State of Oklahoma, (hereinafter called the "Cooperative"), and to its successors and assigns, the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Barber, State of Kansas described as being in Sec. 26, Township 33 South, Range 10 West

A parcel of land fifty (50) feet square in the extreme Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), Township Thirty-three (33) South, Range Ten (10) West of the Sixth Principal Meridian

and to erect, operate, maintain, repair, rebuild, and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, one or more electric power transmission lines and appurtenant signal lines, telephone wires, poles, towers, wires, cables, and appliances necessary in connection therewith, together with the right of ingress and egress to, from, and over said lands for doing anything necessary or useful to the enjoyment of the easement herein granted. Grantor also grants to the Cooperative the perpetual right to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes. There is also granted to the Cooperative the perpetual right to clear all brush, timber, structures, improvements, and fire hazards, located within ~~any~~ (25) feet of the center line of said electric power transmission lines, provided, however, the words "fire hazard" shall not be interpreted to include growing crops and fences.

TO HAVE AND TO HOLD said easement and rights unto the Cooperative and its successors and assigns forever.

The Cooperative agrees to pay to Grantor for the privileges herein granted, when the line or system has been constructed, for poles and anchors located within the boundaries of the above described lands as follows:

\$ 35.00 per pole in cultivated land. \$ 10.00 per pole in uncultivated land.
\$ 35.00 per anchor in cultivated land. \$ 10.00 per anchor in uncultivated land.

and in the event no poles or anchors are located on said lands: \$ 50 for each 50 feet, or fraction thereof, of overhang on said lands.

In addition to the recited consideration, the Cooperative agrees to pay to the Grantor the actual damages to Grantor's real property, including damages to growing crops, arising out of initial construction of said lines; and to pay thereafter actual damages to growing crops occasioned by operation and maintenance of said lines.

The Cooperative further agrees that trees that are felled shall be cut in commercial wood lengths, but not less than eight (8) feet, and left on the lands of Grantor.

All brush, structures, improvements, and fire hazards removed from the area authorized to be cleared shall become the property of the Cooperative and may be removed or destroyed by the Cooperative, except that Grantor may, at his election, remove such existing structures or improvements at any time prior to their removal or destruction by the Cooperative or its contractors.

Grantor covenants to and with the Cooperative that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipe lines, and other electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, Grantor is lawfully seized and possessed of said land, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except:

and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have set our hands this 22 day of August, A. D. 1956

Witness: C. C. Maddox

Orville R. Garner
Geneva Garner

Kansas
STATE OF OKLAHOMA } ss.
County of Barber
On the 22 day of August, A. D. 1956, before me, a Notary Public, in and for the County of Barber, State of Oklahoma, personally appeared Orville R. Garner and Geneva Garner to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.
(SEAL)
My commission expires March 22, 1960.

STATE OF OKLAHOMA, } ss.
County of _____
On the _____ day of _____, A. D. 19____, before me, a Notary Public, in and for the County of _____, State of Oklahoma, personally appeared _____ to me known to be the person named in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ voluntary act and deed.
(SEAL)
My commission expires _____

State of Kansas, Barber Co., SS
 This Instrument was filed for record on
 the 3 day of November
 2008 at 10:12 o'clock A. M., and
 duly recorded in book 80 on page 43
Stacy L. Arnold
 Register of Deeds
 Fees \$8.00

RIGHT OF WAY

For the sum of TEN and NO/100 DOLLARS, (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged Ernest H. Miller and Frankie Sue Miller, Trustees under the Miller Living Trust Agreement dated November 23, 1993 whose mailing address is 128 N 4th St. Kiowa, KS 67070 herein called "GRANTOR" (whether one or more), hereby grants and conveys to A G V Corp. with an office at 123 N. Main Attica, Kansas 67009, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, operate, maintain, repair, remove or replace ONE PIPELINE ONLY and appurtenances thereto, including but not limited to valves, corrosion control equipment and pipeline markers, for the transportation of oil, gas, water and all hydrocarbons, or by-products thereof, along a right of way hereinafter described, on, over and through the following described land of which GRANTOR warrants it is the owner in fee simple situated in Barber County, State of Kansas, to-wit:

Over and along the South side of:

The Southwest Quarter (SW ¼) in Section Twenty-six (26), Township Thirty-three (33), Range Ten (10)

(2) The aforesaid right of way shall be fifty (50) feet wide for construction (except at road, creek, railroad and other difficult crossings; a reasonable work area may be used during the original construction) but after said pipeline has been constructed the right of way shall revert to twenty (20) feet for permanent use; and all rights of ingress and egress to and from said pipeline shall be exercised along and such route or routes as GRANTOR may from time to time prescribe or within said right of way. This pipeline right-of-way is not for roads or roadways along said line, except as may be required to access the line for repair and replacement.

GRANTOR reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or other structure in said right of way without express prior consent of the GRANTEE.

GRANTEE agrees to bury any pipeline laid with 36" of earth cover (24" in rock) hereunder so that it will not interfere with the ordinary cultivation of said land and also to pay the owners of said land, any tenant or lessee thereof, as their respective interest may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted. The above consideration includes payment of crop and surface damages during the original construction.

GRANTEE agrees to compact, backfill and maintain the pipeline ditch at original level.

GRANTOR assumes no responsibility to maintain the line 36" in depth, assumes no liability in the event the line is broken or damaged.

GRANTEE agrees to indemnify Grantor against all damages, expenses, costs and charges and to save Grantor from any liability.

If the easement is abandoned, the pipeline may be removed at Grantor's expense within twelve (12) months from the abandonment, and a release filed of record by Grantee. If not removed within twelve (12) months, such line will be considered abandoned in place and become the property of Grantor.

At the time of excavation, Grantee shall separate the topsoil from the subsoil and replace on top of backfill.

This agreement and the right of way and easement and rights and privileges granted hereby, or any line laid or constructed hereunder, may be assigned or conveyed by GRANTEE, its successors and assigns, in whole or in part and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

GRANTOR has executed this instrument this the 27th day of October, 2008.

Ernest H. Miller
 Ernest H. Miller

Frankie Sue Miller
 Frankie Sue Miller

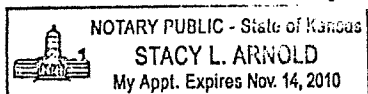
STATE OF KANSAS

COUNTY OF BARBER

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of October, 2008 personally appeared Ernest H. Miller and Frankie Sue Miller, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

My commission expires



Stacy L. Arnold
 Notary Public

RIGHT-OF-WAY AND EASEMENT

STATE OF KANSAS)
) ss.
COUNTY OF BARBER)

State of Kansas, Barber Co., SS
This Instrument was filed for record on
the 1 day of June
2009 at 9:45 o'clock A. M., and
duly recorded in book 81 on page 228
Patty J. Hayden
Register of Deeds
Fees \$16.00

KNOW ALL MEN BY THESE PRESENTS, that **Ernest H. Miller and Frankie Sue Miller Trustees under the Miller Living Trust Agreement dated November 23, 1993**, hereinafter referred to as Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations paid by **WEST WICHITA GAS GATHERING, LLC**, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant to Grantee, Grantee's successors and assigns, a right-of-way and easement to locate, construct, alter, maintain, operate, inspect, repair, change the size of, relay and remove [one] pipeline for the movement of oil, gas, petroleum, natural gas liquids or any of their products, water or other fluids or other products or byproducts thereof and the transmission of communication signals related thereto, with appurtenances thereto including, but not limited to, valves, fittings, tie-overs, metering equipment, and cathodic protection equipment, and communication equipment (e.g. markers, poles, wires, lines and fiber optics) over, under and through a strip of land fifteen feet (15') in width, located in:

The Northwest Quarter (NW/4) and all of that part of the Southwest Quarter (SW/4) lying North and West of the Atchison, Topeka and Santa Fe Railroad right-of-way, all in Section Thirty-six (36), the Southwest Quarter (SW/4) of Section Twenty-six (26) and the Southeast Quarter (SE/4) and the East Half of the Southwest Quarter (E/2SW/4) of Section Twenty-one (21) all in Township Thirty-three (33) South, Range Ten (10) West of the Sixth P.M., Barber County, Kansas.

Grantor represents and warrants that Grantor is the owner in fee simple of the land above described, subject only to valid and existing mortgages, oil and gas leases and other encumbrances, if any, appearing of legal record in said **Barber County, Kansas**.

That said Grantee hereby covenants to bury its pipeline thirty-six inches (36") below surface of the ground so that the same will not interfere with the cultivation of said premises. That Grantee will at the time of excavation separate the topsoil and replace it on top of the backfill and restore the surface, as nearly as practicable, to its original contour prior to construction, maintenance or operation of said pipeline under or through the above described land. If construction is not commenced within 365 days this right of way and easement and surface lease shall be deemed null and void and shall be released of record at the grantee's sole expense.

During temporary periods Grantee may use an additional thirty-five feet (35') in width along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, alteration, maintenance, repair, changing the size of, removal or replacement of the said pipeline and appurtenances thereto. This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, together with the right to use existing roads, for the purpose of locating, constructing, altering, inspecting, repairing, relaying, operating and maintaining the pipeline and appurtenances thereto and the removal or replacement

of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe, and Grantee agrees to pay and indemnify grantor against any damages which may arise to crops, fences or buildings of said Grantor from Grantee's exercise of the rights herein granted. During construction, Grantee shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

In the event that Grantee shall breach any fence in constructing such a pipeline hereunder, it shall be obligated to erect H-braces at the points of such breach and, after the completion of construction to stretch again the fencing across the same, so as to maintain such fences in good state of repairs.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with Grantee's surface or sub-surface rights hereunder or disturb any of Grantee's pipelines or appurtenances (e. g. equipment, facilities, etc.). Grantor agrees not to build, create or construct any lakes, ponds, obstructions, engineering works, or other structures, facilities or equipment within or over said easement nor change the grade of the surface of the ground within the right-of-way, nor permit any of the foregoing to be done by others. Grantee shall have the right to cut, trim and keep clear all trees, shrubs, brush and other obstructions that may injure, endanger or interfere with the rights granted Grantee hereunder.

When said right-of-way and easement are no longer useful, necessary or convenient to Grantee for the purposes described herein, Grantee shall execute and record a reconveyance and release of this instrument. Grantee shall have no obligation to remove any pipelines or other facilities or equipment installed hereunder or restore the premises, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the same.

Grantor and Grantee agree that the above mentioned consideration includes payment for damages for initial pipeline and appurtenant facilities construction.


TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary or convenient to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

EXECUTED this 8th day of January, 2009.

GRANTOR:


Ernest H. Miller, Trustee


Frankie Sue Miller, Trustee

GRANTEE:
WEST WICHITA GAS GATHERING LLC

Michael D. Lafferty
Michael D. Lafferty
Pipeline Systems Supervisor

ACKNOWLEDGEMENT

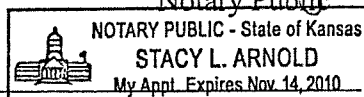
STATE OF Kansas)
) ss.
COUNTY OF Barber)

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 8th day of January, 2009, personally appeared **Ernest H. Miller and Frankie Sue Miller Trustees Under Miller Living Trust Agreement dated November 23, 1993**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

Stacy L. Arnold
Notary Public
STACY L. ARNOLD

My commission expires:



ACKNOWLEDGEMENT

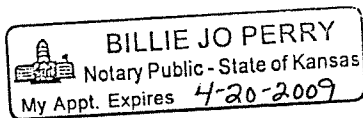
STATE OF KANSAS)
) ss.
COUNTY OF KINGMAN)

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 9th day of JANUARY, 2009, personally appeared **Michael D. Lafferty, Pipeline Systems Supervisor**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

Billie Jo Perry
Notary Public
BILLIE JO PERRY

My commission expires: 4-20-2009



PROPERTY TAX INFORMATION



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Current Tax Information

Type

CAMA Number

Tax Identification

RL

237 26 0 00 00 003 00 0 01

171-1020

Owner ID

MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE

Taxpayer ID

MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE

Situs Address: 0 RURAL;

Subdivision

RURAL PARCEL

Block

Lot(s)

Section26

Township33

Range 10

Tract 1

171-1020

[Tax History](#)

[Current Real Estate Detail](#)

[GIS Map](#)

[Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2022</u>	0002698	001			0.00	480.86	480.86	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

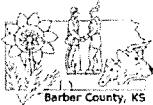
* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer 118 East Washington, Medicine Lodge, KS 67104, (620) 886-3775.

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[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

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Parcel Details for 004-237-26-0-00-00-003.00-0 - Printer Friendly Version

Owner Information	
Owner's Name (Primary):	MILLER TR
Mailing Address:	128 N Fourth St Kiowa, KS 67070
Property Address	
Address:	0 Rural
General Property Information	
Property Class:	Agricultural Use - A
Living Units:	
Zoning:	
Neighborhood:	RURAL BARBER COUNTY
Taxing Unit:	HAZELTON TWP-USD 255
Deed Information	
Document #	Document Link

Neighborhood / Tract Information

Neighborhood:	RURAL BARBER COUNTY
Tract:	Section: 26 Township: 33 Range: 10
Tract Description:	S26, T33, R10, ACRES 158, SW4 LESS RD R/W
Acres:	158.00
Market Acres:	0.00

Land Based Classification System

Function:	Farming / ranch land (no improvements)
Activity:	Farming, plowing, tilling, harvesting, or related activities
Ownership:	Private-fee simple
Site:	Dev Site - crops, grazing etc - no structures

Property Factors

Topography:	Rolling - 4	Parking Type:	Off Street - 1
Utilities:	Public Water - 3	Parking Quantity:	Adequate - 2
Access:	Semi Improved Road - 2	Parking Proximity:	On Site - 3
Fronting:	Secondary Street - 3	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values

Tax Year	Property Class	Land	Building	Total
2023	Agricultural Use - A	15,530	00	15,530

Market Land Information (Information Not Available)

Residential Information (Information Not Available)

Information Not Available

Commercial Information	Information Not Available
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Other Building Improvement Information [Information Not Available]

Additional Information

Agricultural Land

Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	60
Acres:	0.70	Well Depth:	Govt. Prgm:	Market Value:	1,090
Soil Unit:	5312	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	10
Acres:	1.20	Well Depth:	Govt. Prgm:	Market Value:	1,860
Soil Unit:	5457	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	170
Acres:	16.80	Well Depth:	Govt. Prgm:	Market Value:	26,040
Soil Unit:	5496	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	7,930
Acres:	45.60	Well Depth:	Govt. Prgm:	Market Value:	70,680
Soil Unit:	6341	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	4,770
Acres:	29.10	Well Depth:	Govt. Prgm:	Market Value:	45,110
Soil Unit:	6342	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	910
Acres:	12.60	Well Depth:	Govt. Prgm:	Market Value:	22,680
Soil Unit:	5312	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	960
Acres:	13.30	Well Depth:	Govt. Prgm:	Market Value:	23,940
Soil Unit:	5314	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	90
Acres:	4.80	Well Depth:	Govt. Prgm:	Market Value:	8,640
Soil Unit:	5457	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	560
Acres:	31.10	Well Depth:	Govt. Prgm:	Market Value:	55,980
Soil Unit:	5496	Acres:	Base Rate:		
		Acres:	Adjust Rate:		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	70
Acres:	2.50	Well Depth:	Govt. Prgm:	Market Value:	4,500
Soil Unit:	6342	Acres:	Base Rate:		
		Acres:	Adjust Rate:		

Agricultural Land Summary

Dry Land - DR Acres:	93.40	Total Land Acres:	157.70
Native Grass - NG Acres:	64.30	Total Land Use Value:	15,530
		Total Land Mkt Value:	260,520