

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

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

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

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.



#### 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

Form 50002600 (08-14-2018)

- (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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ALTA Commitment for Title Insurance (08-01-2016)

- (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.
- 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.
- 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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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 (SW1/4) 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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#### 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, 20116, 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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## 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:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 7. The lien of the General Taxes for the year 2023, and thereafter.
- 8. 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.
- 9. All oil, gas and minerals and any rights appertaining thereto for use of the surface.
- 10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 11. 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.
- 12. 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.
- 13. 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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In Witness Whereof, we have set our hands this 22 day of August A. D., 19. —  Witness: A. C. August County of Egither County of Egither (County of August County of County of August County of Count			
In Witness Whereof, we have set our hands this 22 day of August A. D., 19. —  Witness: A. C. August County of Egither County of Egither (County of August County of County of August County of Count			
Wilness: A C Madden  Kanses  STATE OF ON MARCHING  COUNTY of Bearing A D. 19 56 before me, a Notary Fublic, in and for the County of Barber. State of CARNING, personally appeared Orwille R. Gerner and Carner in the Torregoing Instrument and acknowledged that they executed the same as theory will and the county of Canning County of Carner March 22, 1960.  STATE OF OKLAHOMA,  County of March 22, 1960.  STATE OF OKLAHOMA  County of State of Oklahoma, personally appeared  to me known to be the person. Description of the County of State of Oklahoma, personally appeared  On the day of State of Oklahoma, personally appeared  to me known to be the person. Description in and for the County of State of Oklahoma, personally appeared  to me known to be the person. Description in and who executed the foregoing instrument and acknowledged that executed the same as voluntary act and deed.  (GEAL)  My commission expires.	1 13	and that Grantor will forever warrant and decend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.	
Kanses  STATE OF OFMERSON'S  County of Firber  On the 222 day of August Kanses A. D., 19. 56 before me, a Notary Public, in and for the County of Barber Beats of Offensymps. Dersonally appeared Orville R. Gerner in the foregoing instrument and scknowledged that they executed the same as the circumstry act and deed.  SEAD:  STATE OF OKLAHOMA,  On the State of Oklahoma, personally appeared  to me known to be the person.  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.  (SEAD)  My commission expires.			
Kineses  STATE OF ONE MEMORY  County of Birber  On the 22 day of August Kerneses A. D. 19. 26 before me, a Notary Public, in and for the County of Barber Biate of Orthogoner for the merknown to be the persons named in and who executed the forgoing instrument and acknowledged that thoy executed the same as the for voluntary act and deed.  (SEAD)  My commission expires March 22, 1960.  BTATE OF OKLAROMA,  County of State of Oklahoma, prisonally appeared  to me known to be the person. named in and who executed the forgoing instrument and acknowledged that to me known to be the person. named in and who executed the forgoing instrument and acknowledged that executed the same as voluntary act and deed.  (SEAD)  My commission expires.		Witness: S. C. Maddex Gruelle To Larner.	
STATE OF CHARGAM  County of Errber  On the 22 day of August Kennags A. D., 19. 56, before me, a Notary Public, in and for the County of Engries state of OKANGER, personally appeared Orville. R. Gerner and Special County of Engries and Engrish and Engri		General Harrier	
County of. Barber State of Okishoris. personally appeared Orville. R. Gerner on the county of. Barber is state of Okishoris. personally appeared Orville. R. Gerner on the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.  (SEAD):  My commission expires. March 22, 1960.  State of Okishoma, personally appeared on the foregoing instrument and acknowledged that executed the same as voluntary act and deed.  (SEAL):  On the day of State of Okishoma, 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.			la esta
On the 22 day of August Kentsys A. D. 19 before me, a Notary Public, in and for the County of Barber. State of Okishows, personally appeared to me known to be the persons mand in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.  (SEAD)  My commission expires. March 22, 1960.  STATE OF OKLAHOMA, County of State of Okishoma, 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.  (SEAD)  My commission expires.	1.000	Berber } ss.	
to me'known to be the person! named in and who executed the same as thoir, would name as at and deed.  (SEAD.)  My commission expires March. 22, 1960  STATE OF OKLAHOMA,  County of		August, A. D. 19 before me, a Notary Public, in and for the	
My commission expires March 22, 1960.  STATE OF OKLAHOMA, County of May		and Caneva Gerner to me known to be the persons named in and who executed	A Property of the State of the
STATE OF OKLAHOMA,  County of		(SEAD)	
County of		My commission expires	
On theday of		STATE OF OKLAHOMA, ) 55.	
the foregoing instrumen: and acknowledged thatexecuted the same asvoluntary act and deed.  (BEAL)  My commission expires.		On the day of A.D. 19, before me, a Notary Public, in and for the	Super Street
(SEAL) My commission expires		to me known to be the person named in and who executed	21 (1986) 1980)
My commission expires		•	
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RIGHT OF WAY

State of Kansas, Barber Co., SS This Instrument was filed for record on <u>3</u> day of \_ 2008at 10:12 o'clock 12. M., and duly recorded in book 80 on page 4

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:

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 1/4) 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.

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

rankie Sue Miller

STATE OF KANS

COUNTY OF BARBER

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day 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

NOTARY PUBLIC - State of Kansas STACY L. ARNOLD My Appt. Expires Nov. 14, 2010

Stacy & Ahnold

	RIGHT-OF-WAY AND EASEMENT	State of Kansas, Barber Co., SS
		This Instrument was filed for record on the / day of Ollmo
		2009 at 9:45 o'clock A. M., and
STATE OF KANSAS	)	duly recorded in book 8/ on page 228
	) ss.	Register of Deeds
COUNTY OF BARBER	)	Fees 4/6 Register of Deeds

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.

GRANTOR:

Const M Melle

Ernest H. Miller, Trustee

Executed this day of January , 2009.

GRANTOR:

Frankie Sue Miller, Trustee

WEST WICHITA GAS GATHERING, LLC
Makall Ilok
Michael D. Lafferty
Pipeline Systems Supervisor
<u>ACKNOWLEDGEMENT</u>
STATE OF Kansas
STATE OF Kansas ) ss. COUNTY OF Barber )
Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this day of <u>January</u> , 2009, personally appeared Ernest H. Miller and
Frankie Sue Miller Trustees Unde 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.  Notary Public STACY L. HRNOLD  NOTARY PUBLIC - State of Kansas  STACY L. ARNOLD  My Appt. Expires Nov. 14, 2010
ACKNOWLEDGEMENT
STATE OF KANSAS ) ss.
COUNTY OF KINGMAN
Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this
Witness my hand and official seal.  Witness my hand and official seal.  Witness my hand and official seal.  Notary Public BILLES JO PERLY  Notary Public BILLES JO PERLY
My commission expires: 4-20-2009

GRANTEE:

# 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

MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE Owner ID

Tax History Current Real

Taxpayer ID MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE

Estate Detail

Situs Address: 0 RURAL;

GIS Map

Subdivision RURAL PARCEL Block

Lot(s)

Section 26 Township 33 Range 10

Print Friendly <u>Version</u>

Tract 1 171-1020

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	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.

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

Back To Search Criteria

<sup>\* -</sup> Does not include all interest, penalties and fees.

# PROPERTY TAX INFORMATION

Return To County Website

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#### **Tax History Information**

Туре	<b>CAMA Number</b>		Tax Ident	ification		
RL	237 26 0 00 00 003 0	0 0 01	171-102	0		Current Taxes
Owner ID	MILL00013MILLER LIVING	3 TRUST ER	NEST & FRAN	IKIE MILLER TF	RSTEE	Current Real
Taxpayer ID	MILL00013MILLER LIVING	3 TRUST ER	NEST & FRAN	NKIE MILLER TF	RSTEE	Estate Detail GIS Map
Situs Address	s: 0 RURAL;					Print Friendly
Subdivision	RURAL PARCEL Block	Lot(s)	Section 26	Township33	Range 10	Version

Tract 1 171-1020

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st 2nd Half Half Paid Paid
<u>2021</u>	MILL00013	0006702	001			0.00	537.81	537.81	0.00	Yes Yes
2020	MILL00013	0000752	001			0.00	565.92	565.92	0.00	Yes Yes
<u> 2019</u>	MILL00013	0000500	001			0.00	550.59	550.59	0.00	Yes Yes
<u>2018</u>	MILL00013	0000500	001			0.00	558.55	558.55	0.00	Yes Yes
<u>2017</u>	MILL00013	0002971	001			0.00	530.67	530.67	0.00	Yes Yes
2016	MILL00013	0005473	001			0.00	499.59	499.59	0.00	Yes Yes
2015	MILL00013	0005880	001			0.00	357.67	357.67	0.00	Yes Yes
<u> 2014</u>	MILL00013	0006493	001			0.00	268.23	268.23	0.00	Yes Yes
<u>2013</u>	MILL00013	0006500	001			0.00	245.02	245.02	0.00	Yes Yes
<u> 2012</u>	MILL00013	0006480	001			0.00	252.19	252.19	0.00	Yes Yes
<u> 2011</u>	MILL00013	0004109	001			0.00	232.07	232.07	0.00	Yes Yes
<u>2010</u>	MILL00013	0004097	001			0.00	160.81	160.81	0.00	Yes Yes
2009	MILL00013	0004099	001			0.00	243.86	243.86	0.00	Yes Yes
2008	MILL00013	0004066	001			0.00	262.72	262.72	0.00	Yes Yes
2007	MILL00013	0004058	001			0.00	278.20	278.20	0.00	Yes Yes
2006	MILL00013	0004049	001			0.00	344.38	344.38	0.00	Yes Yes
2005	MILL00013	0003979	001			0.00	368.74	368.74	0.00	Yes Yes
2004	MILL00013	0004023	001			0.00	354.03	354.03	0.00	Yes Yes
2003	MILL00013	0004026	001			0.00	352.08	352.08	0.00	Yes Yes
2002	MILL00013	0003979	001			0.00	344.30	344.30	0.00	Yes Yes

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

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

<u>1</u>

<u>2</u>

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<sup>\* -</sup> Does not include all interest, penalties and fees.



#### This database was last updated on 8/4/2023 at 6:06 AM

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

Owner information		(2) (3)
Owner's Name (Primary):	MILLER TR	
Mailing Address:	128 N Fourth St Kiowa, KS 67070	
Properly Address		<u> </u>
Address:	0 Rural	
General Property Information		M
Property Class:	Agricultural Use - A	
Living Units:		
Zoning:		
Neighborhood:	RURAL BARBER COUNTY	
Taxing Unit:	HAZELTON TWP-USD 255	
Deed information		
Document # Docume	nt Link	

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: Parking Quantity: Adequate - 2 Access: Semi Improved Road - 2 Parking Proximity: On Site - 3 Parking Covered: Fronting: Secondary Street - 3 Neighborhood or Spot - 6 Location: Parking Uncovered:

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2023	Agricultural Use - A	15,530	00	15,530
Warket Land informa	rtion (Information Not Available)			· ·

Agricultural Dry Land - D Native Grass			Total Land Acres: Total Land Use Value:	157.70 15,530	
Land Type: Acres: Soil Unit:	Native Grass - NG 2.50 6342	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Govt. Prgm: Base Rate: 27 Adjust Rate: 27		Value: 4,500
Land Type: Acres: Soil Unit:	Native Grass - NG 31.10 5496	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 18 Adjust Rate: 18 Adjust Code:	Use Vali Market \ Use Vali	/alue: 55,980
Land Type: Acres: Soil Unit:	Native Grass - NG 4.80 5457	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 18 Adjust Rate: 18		/alue: 8,640
_and Type: Acres: Soil Unit:	Native Grass - NG 13.30 5314	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 72 Adjust Rate: 72		/alue: 23,940
and Type: Acres: Soil Unit:	Native Grass - NG 12.60 5312	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 72 Adjust Rate: 72	Use Valu Market V	ne: 910 /alue: 22,680
and Type: Acres: Soil Unit:	Dry Land - DR 29.10 6342	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 164 Adjust Rate: 164	Use Valu Market V	e: 4,770 'alue: 45,110
and Type: Acres: Soil Unit:	Dry Land - DR 45.60 6341	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 174 Adjust Rate: 174		alue: 70,680
and Type: Acres: Soil Unit:	Dry Land - DR 16.80 5496	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 10 Adjust Rate: 10		alue: 26,040
and Type: Acres: Soil Unit:	Dry Land - DR 1.20 5457	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code: Govt. Prgm: Base Rate: 10 Adjust Rate: 10		alue: 1,860
gricultural I and Type: cres: oil Unit:	_ <b>and</b> Dry Land - DR 0.70 5312	Irrig. Type: Well Depth: Acre Feet: Acre Feet/Ac:	Adjust Code; Govt. Prgm; Base Rate; 86 Adjust Rate; 86	Use Valu Market V	e: 60 alue: 1,090
.gricultural i	nformation				
ither Buildin	g improvement luformati	on [Information Not Available]			
ommercial (	oformation [Information	Not Available]			P
tesidentiai In	formation (Information	Not Available			