 <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 EXTRACTIONAL 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-NDW

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

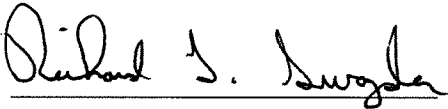
(b) ALTA® Loan Policy (6-17-06)

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 Northwest Quarter (NW¼) of Section 13, Township 34 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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 <div>First American Title™</div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	


Commitment No.: 23-NDW

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 Release of Mortgage releasing Mortgage dated May 9, 2003, executed by Ernest H. Miller and Frankie S. Miller, Trustees for Miller Trust Agreement, in favor of The Bank of Kremlin, in the amount of \$50,000.00, filed June 2, 2003, recorded in Book 167, Page 231.
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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 <div>First American Title™</div>	ALTA Commitment for Title Insurance
	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. Partly evidenced by Quit Claim Deed in favor of Barber County, Kansas, recorded in Book 133, Page 342. NOTE: There is also a Donation of Right of Way, dated June 8, 2009, recorded in Misc. Book 81, Page 327, covering the same property contained in Quit Claim Deed recorded in 133, Page 342.
- 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.
- Rights-of-way for railroads, switch tracts, spur tracks, railway facilities, and other related easements, if any, on and across the Land.
- Title to that portion of the Land, if any, lying within the railroad right of way.
- Easement-Aerial Plant dated Sept. 26, 1949, in favor of Southwestern Bell Telephone Company, grants the right to construct, operate and maintain telephone and telegraph lines and appurtenances, upon, across and over NW¼ 13-34-10, filed Nov. 5, 1949, recorded in Misc. Book 13, Page 298.
- Right of Way Easement dated Mar. 26, 1975, in favor of Rural Water District No. 2, Barber County, Kansas, grants a perpetual easement 30 feet in width to construct, operate and maintain water lines and appurtenances over and across NW¼ 13-34-10, filed Mar. 24, 1976, recorded in Misc. Book 29, Page 151.

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15. Right of Way Easement dated Feb. 14, 2011, in favor of Hart Energies, LLC, grants a right of way and easement 15 feet in width to construct, maintain and operate a pipeline, and appurtenances, over, under and through NW¼ 13-34-10, filed Mar. 25, 2011, recorded in Misc. Book 84, Page 406.

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DONATION OF RIGHT-OF-WAY

Date June 8th 2009
County Barber
Project 4C-4552-01

A tract of land located in the Northwest quarter of Section 13, Township 34 South, Range 10 West of the 6th P.M. in Barber County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Section 13;
thence along the West line of the Northwest quarter of said Section 13
South 531.57 feet (South being an assumed bearing) to the
point of beginning; thence
East 30.00 feet to the East Right-Of-Way line of an
existing public road (Catalpa Road); thence
Southeasterly to a point 631.57 feet South and 55.00 feet
East of the Northwest corner of said Section 13; thence
South to a point 931.57 feet South and 55.00 feet East of
the Northwest corner of said Section 13; thence
Southwesterly to a point 981.57 feet South and 30.00 feet
East of the Northwest corner of Said Section 13, said
point being on the East Right-Of-Way line of said
existing public road (Catalpa Road); thence
West 30.00 feet to the West line of the Northwest quarter
of said Section 13; thence along the West line of the
Northwest quarter of said Section 13
North to the point of beginning, containing 0.525 acres
including 0.310 acres of existing public road
Right-Of-Way. (0.215 acres of additional public road
Right-Of-Way.)

State of Kansas, Barber Co., SS
This Instrument was filed for record on
the 22 day of June
2009 at 9:45 o'clock A M., and
duly recorded in book 81 on page 327
Cheryl Miller, Deputy
Register of Deeds
Fees N/C

Gentlemen:

This letter will serve to verify that we were fully informed and advised of our rights to receive just compensation for the acquisition of a portion of our property for the construction of the above noted project.

We further wish to acknowledge that because of the benefits to be derived from this highway improvement project, we willingly waive all rights for compensation, release the agency from the obligation to make an appraisal and will donate the necessary land to the County of Barber.

Grantor:

~~State of Kansas~~
~~County of Barber~~

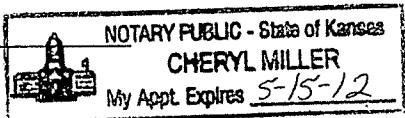
Name: Ernest H. Miller, Miller Living Trust Agreement
Frankie Sue Miller, Miller Living Trust Agreement--

X Ernest H. Miller
Ernest H. Miller, Miller Living Trust Agreement
X Frankie Sue Miller
Frankie Sue Miller, Miller Living Trust Agreement

Signed or attested before me on

6-17-09
by Cheryl Miller Seal:
Signature of Notary

5-15-12
Expiration of appointment



Grantee:

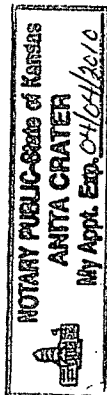
State of Kansas
County of Barber

The foregoing instrument was
acknowledged before me this
8 day of June, 2009

by Steve Collier
Road Supervisor, Barber County,
Kansas, a Municipal Corporation
of the State of Kansas on behalf
of said municipal Corporation

by Anita Crater Seal:
Signature of Notary

04/04/2010
Expiration of appointment



ENTERED IN TRANSFER RECORD
MY OFFICE, THIS 22 DAY
OF June 2009

QUIT CLAIM DEED

Sherry Colton COUNTY CLERK
DEPUTY

Ernest H. Miller and Frankie Sue Miller, his wife; who QUIT CLAIM to BARBER COUNTY, KANSAS, all of their interest in the surface only of the following described real estate located in Section 13, Township 34 South, Range 10 West, Barber County, Kansas:

Commencing at the Northwest corner of said Section 13; thence along the West line of the Northwest quarter of said Section 13 South 531.57 feet (South being an assumed bearing) to the point of beginning; thence East 30.00 feet to the East Right-Of-Way line of an existing public road (Catalpa Road); thence Southeasterly to a point 631.57 feet South and 55.00 feet East of the Northwest corner of said Section 13; thence South to a point 931.57 feet South and 55.00 feet East of the Northwest corner of said Section 13; thence Southwesterly to a point 981.57 feet South and 30.00 feet East of the Northwest corner of Said Section 13, said point being on the East Right-Of-Way line of said existing public road (Catalpa Road); thence West 30.00 feet to the West line of the Northwest quarter of said Section 13; thence along the West line of the Northwest quarter of said Section 13 North to the point of beginning, containing 0.525 acres including 0.310 acres of existing public road Right-Of-Way. (0.215 acres of additional public road Right-Of-Way.)

Pursuant to K.S.A. 79-1437, A Real Estate Validation Questionnaire is not required due to Exception No. 13.

State of Kansas, Barber Co., SS
This Instrument was filed for record on
the 22 day of June
2009 at 9:49 o'clock A. M., and
duly recorded in book 133 on page 342
Kathy Umbarger, Deputy
Register of Deeds
Fees N/C

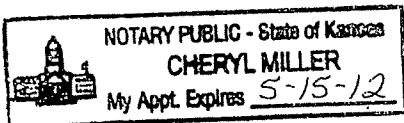
Ernest H. Miller
Ernest H. Miller
Miller Living Trust Agreement

Frankie Sue Miller
Frankie Sue Miller
Miller Living Trust Agreement

STATE OF Kansas, COUNTY OF Barber, SS:

BE IT REMEMBERED, That on this 17 day of June, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ernest H. Miller and Frankie Sue Miller, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



Cheryl Miller
Notary Public.

Right of Way File No.

FORM WA R-64
REV. 11-1-43

3

EASEMENT—AERIAL PLANT

In consideration of the sum of \$ 1.00, receipt of which is hereby acknowledged, the undersigned, them heirs and assigns, hereby grant to the SOUTHWESTERN BELL TELEPHONE COMPANY, its successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate, alter, maintain or remove its lines of telephone and telegraph consisting of such poles, crossarms, wires, guys, gutters, anchors, ~~and~~ and other fixtures and appurtenances as the grantee may deem necessary upon, across and over the following property which they own or in which they have any interest to-wit:

Northwest Quarter (N.W. 1/4)

all in Section 13, Township 37, Range 10, County of Barber, State of Kansas with the right to cut brush and cut any trees, also to trim from time to time any trees along said lines necessary to keep the wires clear at least 15 feet.

The additional sum of \$ 1.50 will be paid to the undersigned, heirs and assigns, if and when construction is started on the above property.

Signed this 26 day Sept, 1949 at Hamilton Kansas

(O. Address)

Franklin H. Skages
Sue Skages

State of KansasCounty of Barber

BEFORE ME, Notary Public, That on this 26 day of September, A. D. 1949, before me, the undersigned, a Notary Public in and for said County and State, came Franklin H. Skages and Sue Skages, his wife

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

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

My commission expires March 22, 1952Beauche Baeller

Notary Public

Secured by

Checked:

O. McKinley
Tree Impv.

PHILBROOK

Right of Way Supervisor

Right of Way File Number.....

REMARKS AND DIAGRAM

Estimate Number 5789

Order No.....

TPL No. 81

Pole Nos.....

Line Pole at Pole No.....

Stub Pole at Pole No.....

H. Fix Pole at Pole No.....

Anchor at Pole No. 4070

Trim at Pole No.....

Mortgage Yes..... } Check one.
No..... }

Recorder's Stamp

State of Kansas, Barber Co., SS
This instrument was filed for record on
the 5 day of Nov,
A.D. 1949 at 9 o'clock 9 M., and
duly recorded in book 1 on page 1
Miss B. Baeller
Register of Deeds

Fees.....

Form FHA-KS 442-5
(Rev. 2-17-65)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Franklin H. Skaggs & Sue L. Skaggs, his wife
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. 2, Barber County Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove
water lines and appurtenances thereto
over and across the following land owned by Grantor in Barber County, State of Kansas

NW/4 of Section 13, Township 34 South, Range 10 West.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 30 feet in width, the center line thereof to be located across said land as follows:

15 feet on either side of the water line as said.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26 day of March
19 75 State of Kansas, Barber Co., SS
This instrument was filed for record on
the 24 day of March Franklin H. Skaggs
A.D. 19 75 at 10 o'clock A. M., and
duly recorded in book 27 on page 131 Sue L. Skaggs
STATE OF KANSAS SS: Margaret G. Givens
COUNTY OF Barber Fees 3.00 Registrar of Deeds

BE IT REMEMBERED, that on this 26 day of March, 19 75, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Franklin H. Skaggs & Sue L. Skaggs, his wife
who are personally known to me to be the same person S who executed the within instrument of writing and
such person S duly acknowledged the execution of the same.

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

My commission expires: January 29, 1978

E. M. Petty
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 25 day of March
2011 at 10:27 o'clock A. M., and
duly recorded in book 84 on page 406
Betty J. Swauden
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 Hart Energies, 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) of Section Thirteen (13), Township Thirty-four (34) 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.

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 pipes, and Grantee agrees to pay 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 pipeline 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.

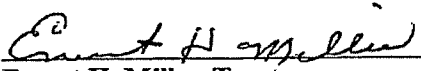
Grantor and Grantee agree that the above mentioned consideration includes payment for damages for initial pipeline and appurtenant facilities construction.


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 14 day of Feb, 2011.

GRANTOR:


Ernest H. Miller, Trustee


Frankie Sue Miller, Trustee

ACKNOWLEDGEMENT

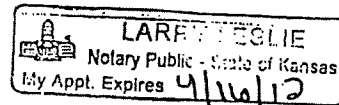
STATE OF Kansas)
) ss.
COUNTY OF Barber)

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 14th day of February, 2011, personally appeared **Ernest H. Miller and Frankie Sue Miller** Trustees under the 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.

Larry Leslie
Notary Public

My commission expires: April 16, 2012



PROPERTY TAX INFORMATION



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Current Tax Information

Type

CAMA Number

Tax Identification

RL

246 13 0 00 00 002 00 0 01

171-1930

Owner ID

MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE

Taxpayer ID

MILL00013MILLER LIVING TRUST ERNEST & FRANKIE MILLER TRSTEE

Situs Address:

0 SE CORWIN; 67061

Subdivision

RURAL PARCEL Block

Lot(s)

Section13

Township34

Range 10

Tract 1

171-1930

[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>	0003449	001			0.00	566.03	566.03	0.00	Yes	Yes

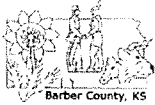
Click on underlined tax year to see payment detail and where the tax dollars go.

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



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Parcel Details for 004-246-13-0-00-00-002.00-0 - Printer Friendly Version

Owner Information	
Owner's Name (Primary):	MILLER LIVING TRUST
Mailing Address:	128 N Fourth St Kiowa, KS 67070
Property Address	
Address:	0 SE Corwin Rd Hazelton, KS 67061
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: 13 Township: 34 Range: 10			
Tract Description:	S13, T34, R10, ACRES 155.6, NW4 LESS RD & RR R/W			
Acres:	155.60			
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 - with 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	17,180	00	17,180
Market Land Information [Information Not Available]				

Residential Information [Information Not Available]

Residential Information [Information Not Available]

Commercial Information [Information Not Available]

Other Building Improvement Information [Information Not Available]

Agricultural Information

Agricultural Land

Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	80
Acres:	8.40	Well Depth:	Govt. Prgm:	Market Value:	13,020
Soil Unit:	5316	Acre Feet:	Base Rate: 10		
		Acre Feet/Ac:	Adjust Rate: 10		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	13,050
Acres:	104.40	Well Depth:	Govt. Prgm:	Market Value:	161,820
Soil Unit:	6240	Acre Feet:	Base Rate: 125		
		Acre Feet/Ac:	Adjust Rate: 125		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	220
Acres:	1.40	Well Depth:	Govt. Prgm:	Market Value:	2,170
Soil Unit:	6376	Acre Feet:	Base Rate: 158		
		Acre Feet/Ac:	Adjust Rate: 158		
Land Type:	Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value:	3,370
Acres:	20.30	Well Depth:	Govt. Prgm:	Market Value:	31,470
Soil Unit:	6378	Acre Feet:	Base Rate: 166		
		Acre Feet/Ac:	Adjust Rate: 166		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	150
Acres:	15.30	Well Depth:	Govt. Prgm:	Market Value:	27,540
Soil Unit:	5316	Acre Feet:	Base Rate: 10		
		Acre Feet/Ac:	Adjust Rate: 10		
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	310
Acres:	5.80	Well Depth:	Govt. Prgm:	Market Value:	10,440
Soil Unit:	6240	Acre Feet:	Base Rate: 54		
		Acre Feet/Ac:	Adjust Rate: 54		

Agricultural Land Summary

Dry Land - DR Acres:	134.50	Total Land Acres:	155.60
Native Grass - NG Acres:	21.10	Total Land Use Value:	17,180
		Total Land Mkt Value:	246,460