

Commitment Cover Page

Order Number: **3189473**

Delivery Date: **04/29/2026**

Property Address: **906 N. Halstead St, Hutchinson, KS 67501**

For Closing Assistance

Security 1st Title
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
hutchinson@security1st.com

For Title Assistance

Reno County Title Department
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
hutchinson@security1st.com

Buyer/Borrower

A Legal Entity, To Be Determined
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Devlin
150 N. Market
Wichita, KS 67202
(785) 412-0063 (Cell)
(316) 292-3970 (Work)
tdevlin@weigand.com
Delivered via: Electronic Mail

Seller/Owner

906 Hutch, LLC
400 N. Woodlawn, Ste 210
Wichita, KS 67208
Delivered via: Electronic Mail

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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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Title Fee Invoice

Date:	04/29/2026	Buyer(s):	A Legal Entity, To Be Determined
Order No.:	3189473	Seller(s):	906 Hutch, LLC, a Kansas limited liability company
Issuing Office:	Hutchinson Closing Security 1st Title 1001 N. Main Street Hutchinson, KS 67501	Property Address:	906 N. Halstead St, Hutchinson, KS 67501

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	
	Total \$0.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents:

[Reno county recorded 09/16/2025 under reception no. 2025005366](#)

Tax Information:

[19188](#)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor Land 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.

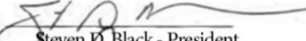
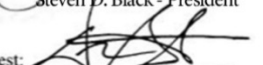
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 Amount of Insurance 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.



By: 
Steven D. Black - President
Attest: 
Donald A. Berube - Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Reno County Title Department
(620) 669-8289
hutchinson@security1st.com

Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	1001 N. Main Street Hutchinson, KS 67501	Title Contact:	Reno County Title Department (620) 669-8289 hutchinson@security1st.com
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	rctd3189473		
Property Address:	906 N. Halstead St, Hutchinson, KS 67501		

SCHEDULE A**1. Commitment Date:**

04/22/2026 at 07:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

906 Hutch, LLC, a Kansas limited liability company

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st TitleBy: **David Armagost, President**

Commitment No.: rctd3189473

Exhibit A

PARCEL 1:

A tract in the Southwest Quarter of Section 9, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas, commencing at the Northwest corner of said Southwest Quarter; thence South along the West line of said Southwest Quarter 703.8 feet for the place of beginning; thence East parallel with the North line of said Southwest Quarter, 425.4 feet; thence South parallel with the West line of said Southwest Quarter, 235.5 feet; thence West parallel with the North line of said Southwest Quarter, 425.4 feet to the West line of said Southwest Quarter; thence North along the West line of said Southwest Quarter, 235.5 feet to the place of beginning.

PARCEL 1a:

A non-exclusive easement for the benefit of the above described PARCEL 1 as created by "Easement" recorded July 28, 1983 in Book 197, Page [194](#) for the right to use the present roadway located on the property described therein.

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, and recorded in the Public Records.

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

5. We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

Tax Year: 2025

Full Amount: \$15,919.96, 1st Half Paid

Tax Parcel Number: 19188

6. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
7. 906 Hutch, LLC is a Kansas limited liability company and we have been provided with the appropriate governing documents. We must be furnished with any amendments not previously provided. Any instrument to be executed must:

1. Be executed in the limited liability company's name, and
2. Be signed in accordance with the governing documents.

We reserve the right to make any additional requirements we deem necessary.

8. **File a Warranty Deed from 906 Hutch, LLC, a Kansas limited liability company to A Legal Entity, To Be Determined.**
9. **Provide this company with a properly completed and executed Owner's Affidavit.**

10. In the event that the contemplated transaction is a transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall, no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation includes full legal name, date of birth, residential street address, and the IRS taxpayer identification number of the beneficial owners to the Buyer(s), as further defined and described in Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code").

NOTE: The FinCEN Report requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

11. Note: For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2026, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.**
9. **Subject to existing road, street or highway rights of way.**
10. **Easement granted to The Kansas Pipe Line and Gas Company, as set forth in Right of Way Contract recorded June 20, 1930 in Book 29, Page [7](#).**
11. **Easement granted to The Dillon Investment Company, Inc., as set forth in Grant of Right of Way recorded November 09, 1946 as Book 66, Page [10](#).**
12. **Easement granted to The Gas Service Company, as set forth in Pipe Line Right-of-Way recorded December 02, 1946 as Book 66, Page [23](#).**
13. **Easement granted to Cities Service Gas Company, as set forth in Right-of-Way recorded January 13, 1948 as Book 69, Page [121](#).**
14. **Easement granted to The Drillers Gas Company, as set forth in Right-of-Way Agreement recorded August 20, 1953 as Book 86, Page [223](#).**
15. **Easement granted to Packaging Corporation of America, as set forth in Right-of-Way Grant recorded January 05, 1960 as Book 106, Page [207](#).**

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16. Easement granted to The Kansas Power and Light Company, as set forth in Easement recorded October 24, 1983 as Book 198, Page [214](#).
17. The terms and provisions contained in the document entitled "Quit Claim Deed" recorded December 15, 1952 in Book 286, Page [212](#).
18. The terms and provisions contained in the document entitled "Agreement" recorded July 28, 1983 in Book 197, Page [189](#); and "Assignment" recorded September 3, 1987 in Book 176, Page [125](#).
19. The terms and provisions contained in the document entitled "Easement" recorded July 28, 1983 in Book 197, Page [194](#).
20. The terms and provisions contained in the document entitled "Agreement" recorded July 28, 1983 in Book 197, Page [201](#).
21. "In the Matter of the Location of the Point of Diversion Under the Certificate of Appropriation Pursuant to Application No. 4240", recorded February 23, 1981 in Book 187 at Page [38](#) of the Reno County Record.
22. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page [147](#) of the Reno County Record.
23. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
24. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
25. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 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

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 is not 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.
- c. The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A

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COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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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Failure of Lessee to pay any annual rental payment this lease shall thereupon terminate without further liability to Lessee hereunder.

It is agreed and understood between the parties hereto that Lessee shall not drill any well or wells on the land herein described, and shall not be under any obligation to drill an offset well, it being the understanding of the parties hereto that the consideration herein is in lieu of any drilling obligations, either by way of development or of offset wells, to prevent drainage of the land included in this lease.

IN WITNESS WHEREOF, the parties have executed this lease this 27th day of May 1930.

Witness:

J.M. Oglesby

Burley Cole, Director
Harold Walraven, Treasurer
J.E. Hartley, Clerk

DISTRICT BOARD OF SCHOOL DISTRICT NO. 134 of
Reno County, State of Kansas.

SHELL PETROLEUM CORPORATION

By _____

ATTEST: _____

STATE OF KANSAS, COUNTY OF KINGMAN, SS.

BE IT REMEMBERED, That on this 27th day of May A.D. 1930, before me, the undersigned a Notary Public, came Burley Cole, Harold Walraven and J.E. Hartley who are personally known to me to be the same persons who executed the foregoing instrument of writing as members of the District Board of School District No. 134 of Reno County, State of Kansas, and said persons duly acknowledged the execution of said instrument in their capacity as members of said District Board.

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

(N.P. Seal)

H.C. Knappenberger, Notary Public.

My commission expires April 7th, 1932.

State of Kansas, Reno County, SS.

Filed for record on the 19 day of June A.D. 1930 at 8:45 A.M., and duly recorded.

Walter Mead, Register of Deeds.

RIGHT OF WAY CONTRACT

THIS INDENTURE made and entered into this 2nd day of June, 1930, by and between The Solvay Process Company, a New York corporation (hereinafter referred to as "Solvay"), THE KANSAS CHEMICAL MANUFACTURING COMPANY, a Kansas corporation (hereinafter referred to as "Kansas Chemical") and THE KANSAS PIPE LINE AND GAS COMPANY, a Kansas corporation (hereinafter referred to as "Kansas Pipe"),

WITNESSETH: WHEREAS, Kansas Chemical is the owner of that certain parcel of land situate, lying and being in the County of Reno, State of Kansas, which is more particularly described as follows:

"All of the southwest quarter of section nine (9), township twenty-three (23), South of range five (5) west, except the following described tracts, to-wit:

Sixty (60) acres, more or less, belonging to The Solvay Process Company, described as follows: Beginning at the Northwest corner of the said southwest quarter of section nine (9); thence south along the west border of said section 1560.36 feet; thence east on a line at right angles to last described line 1675 feet; thence north on a line at right angles to the last described line 1560.36 feet; thence west to place of beginning;

Also excepting the following described tract belonging to The Solvay Process Company: Beginning at the southwest corner of said section nine (9); running thence north 448 feet; thence east on a line at right angles to last described line 700 feet; thence south on a line at right angles to last described line 448 feet, more or less, to the south border line of said section nine (9) thence west along said border line to place of beginning, containing seven and one-hundredth (7.1) acres, more or less," and

29-7
6-20-1930

WHEREAS, Solvay is the owner of that certain parcel of land situate, lying and being in said County and State, which is more particularly described as follows:

"A tract commencing at the northwest corner of the southwest quarter of section nine (9); township twenty-three (23), range five (5); running thence east sixteen hundred seventy-five (1675) feet; thence south fifteen hundred sixty and thirty-six hundredths (1560.36) feet; thence west sixteen hundred seventy-five (1675) feet; thence north on section line fifteen hundred sixty and thirty-six hundredths (1560.36) feet to place of beginning, containing sixty (60) acres, " and

WHEREAS, Kansas Pipe is desirous of acquiring an easement to install, maintain, operate, repair replace and re-locate a pipe line for the transmission of natural gas under and across portions of said parcels of land,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of them in hand paid by Kansas Pipe, the receipt of which is hereby acknowledged, and in consideration of the mutual promises hereinafter contained, Solvay and Kansas Chemical do hereby respectively grant to Kansas Pipe, its successors and assigns, the right, privilege and authority to install, maintain, operate, repair, replace and re-locate a pipe line for the transmission of natural gas, and the appurtenances thereto appertaining, under and across the portions of said parcels of land indicated by a green line upon the plan attached hereto, made a part hereof; dated March 4, 1930, and marked "M.P. 1495".

Kansas Pipe shall install said pipe line at least two (2) feet below the surface of said parcels of land.

Kansas Pipe shall have the right of ingress to and egress from said parcels of land for the purpose of exercising said right, privilege and authority.

Kansas Pipe shall replace the surface of said parcels of land whenever and wherever disturbed by it, in a condition suitable to Solvay and / or Kansas Chemical.

Kansas Pipe shall pay any and all taxes or assessments of whatever kind or character which may be levied upon or assessed against said pipe line, or the appurtenances thereto appertaining.

Solvay and Kansas Chemical expressly reserve the right to make every use and enjoyment of said parcels of land which, in their sole discretion, shall be found necessary to their present or future operations, provided such use and enjoyment shall not interfere with the actual operation of said pipe line. Neither Solvay nor Kansas Chemical shall be liable to Kansas Pipe for any loss or damage to said pipe line resulting from any use and enjoyment of said parcels of land by them.

Kansas Pipe hereby indemnifies Solvay and / or Kansas Chemical and agrees to hold them harmless against any and all liability, damage, cost or expense which may accrue to, or be sustained by them, or either of them, on account of any injury (including death) to persons or property resulting from the installation, maintenance, operation, repair, replacement and re-location of said pipe line, or the appurtenances thereto appertaining, under or across said parcels of land.

In the event that said pipe line, or any part thereof, shall at any time, in the opinion of Solvay and / or Kansas Chemical, interfere with their present or future operations, Kansas Pipe shall, at its own expense, within sixty days after written notice so to do, remove said pipe line and re-locate the same in accordance with the directions of Solvay and / or Kansas Chemical, upon other portions of said parcels of land, as near to the present location of said pipe line as the operating conditions of the business of Solvay and / or Kansas Chemical may permit. If Kansas Pipe should fail to re-locate said pipe line within six months after receipt of written notice so to do, or should fail to observe the directions given by Solvay and / or Kansas Chemical in connection with such re-location, Solvay and / or Kansas Chemical shall have the right

to accomplish such removal, or to cause the same to be accomplished, and Kansas Pipe shall, upon demand, reimburse Solvay and / or Kansas Chemical for the cost of such re-location. Kansas Pipe's right, privilege and authority at a new location, and the termination and extinguishment thereof, shall be governed by the terms hereof.

In the event that Kansas Pipe shall abandon the use of the right, privilege and authority granted hereunder, or take up or remove said pipe line, said right, privilege and authority shall terminate and be extinguished ipso facto. Upon extinguishment of such right, privilege and authority by abandonment, Kansas Pipe shall, at its own expense, within sixty days after receipt of written notice so to do, remove said pipe line from said parcels of land.

It shall be sufficient service of any notice required to be given by Solvay or Kansas Chemical to Kansas Pipe, if the same be mailed to Kansas Pipe, addressed to the latter at Topeka, Kansas, or at such other address as Kansas Pipe shall direct in a written notice given to Solvay or Kansas Chemical, prior to the mailing of the aforesaid notice by them, or either of them.

The covenants herein contained shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed in triplicate by their respective officers duly authorized, the day and year first above written.

(Corp. Seal)
ATTEST: J.H. Hahn, Asst. Secretary

THE SOLVAY PROCESS COMPANY
By A.B. Chadwick, Vice-President

(Corp. Seal)
ATTEST: J.H. Hahn, Asst. Secretary.

THE KANSAS CHEMICAL MANUFACTURING COMPANY
By A.B. Chadwick, Vice-President.

THE KANSAS PIPE LINE & GAS COMPANY
By A.M. Patten, President.

ATTEST: Clayton E. Kline, Asst. Secretary.

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

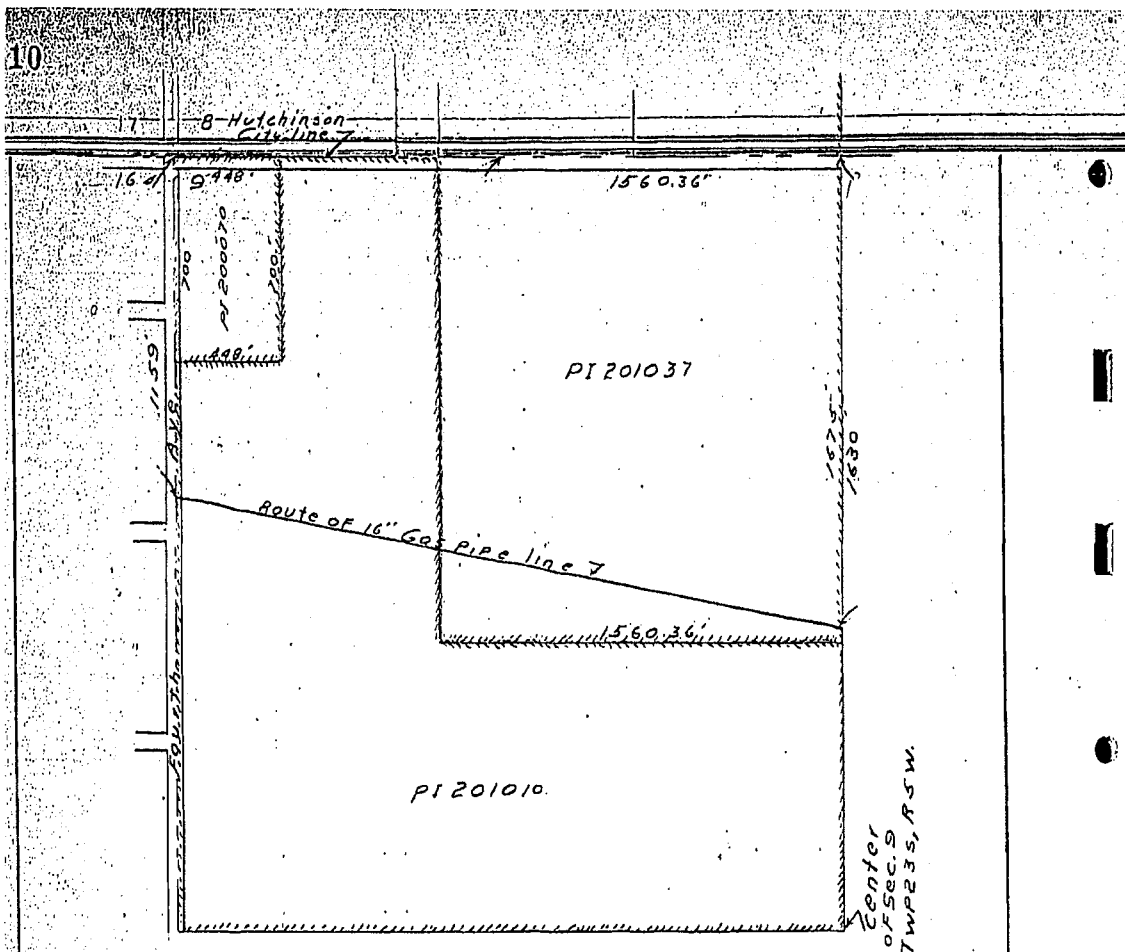
Now on this 5th day of June, 1930, before me, a Notary Public in and for the County and State aforesaid, came A.M. Patten and Clayton E. Kline, who are known to me to be respectively President and Assistant Secretary of the Kansas Pipe Line & Gas Company, and who in my presence acknowledged the execution of the above and foregoing instrument of writing.

(N.P. Seal)

Denzell C. Sproul, Notary Public.

My commission expires: April 4, 1931.

(Over)



To Accompany agreement between the Solvay Process Co., The Kansas Chemical Mfg. Co. and the Kansas Pipe Line and Gas Co. for a 16" Gas Pipe Line across the Southwest $\frac{1}{4}$ of Section 9, Township 23 South, Range 5 West, in Reno County, Kansas.

T.S.P. Co's Lands Shaded Red

Kansas Chemical Mfg. Co's Land Shaded Blue

Right of Way Shown in Green

Date March 4, 1930

J.L.H.

M.P. 1495

STATE OF KANSAS, RENO COUNTY, SS.

Filed for record and copied from the original this 20 day of June A.D. 1930 at 8:00 A.M. in Book 20 at page 7.

Walter Mead, Register of Deeds.

66-10

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the further consideration of \$ None Dollars (\$ None) to be paid to The Dillon Investment Company, Inc. by THE KANSAS POWER AND LIGHT COMPANY a Kansas corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned

The Dillon Investment Company, Inc.

do hereby grant, convey and warrant unto the said The Kansas Power and Light Company its successors, assigns and lessees the right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove an electric transmission and distribution line, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors and other equipment appurtenant thereto for the transmission and distribution of electric energy in, upon, across and over certain lands owned by Grantor, situated in SW-1/4 Section 9, Twp. 23 South, Range, West, Reno County, State of Kansas and described as follows:

Southwest 1/4 of Section 9, Township 23 South, Range 5, West of the 6th P.M. except a tract deeded to the George E. Gano Grain Corporation and described as follows: A triangular tract of ground lying in the Southwest 1/4 of Section 9, Township 23 South, Range 5, West of the 6th P.M. described as follows: Commencing at the Section corner common to Sections 8, 9, 16, and 17 in Township 23 South, Range 5, West, thence North on Section line a distance of 30 feet, thence East at an angle of 89 degrees 20 minutes a distance of 30 feet to the place of beginning, thence continuing East along the right of way line a distance of 70.5 feet, thence Northwesterly at an interior angle of 67 degrees 17 minutes parallel with Railroad a distance of 204.5 feet to the right of way line, thence South at an interior angle of 23 degrees, 23 minutes along said right of way line a distance of 191.2 feet to place of beginning, all being in the Southwest 1/4 of Section 9, Township 23 South, Range 5, West of the 6th P.M.

together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line;

All poles and anchors of said line to be located on right of way granted as follows: Beginning at a point approximately 705 feet north of the Southwest corner of Sec. 9, Twp. 23 South, Range 5 West and 30 feet East; thence 2610 feet East, thence 8 feet North, thence 2610 feet West, thence 5 feet South to point of beginning.

together with the right of ingress to and egress from such lands over lands of Grantor(s) for, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles as may interfere with the safe, proper and expeditious erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line or any part thereof. Not more than _____ towers or poles or pole structures of said line shall be located on said property of Grantor(s).

Grantor, The Kansas Power and Light Company, shall repair any damage to property of Grantor(s), or pay any substantial damages which may be caused to property of Grantor(s) by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor(s) and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned

WITNESS the hand and seal of the Grantor(s) this 11th day of October, 1946

WITNESSED BY: Emil Becker Secretary-Treasurer
Ray E. Dillon President
Accepted: _____

STATE OF Kansas in Phill County of Reno ss. I, Marie Dene Hahn, do hereby certify that Ray E. Dillon personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 11th day of October, A.D. 1946
My Commission Expires Dec. 17, 1947
STATE OF Kansas ss. Marie Dene Hahn Notary Public

On this 11th day of October, 1946, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Ray E. Dillon and Emil Becker and Ray E. Dillon to me personally known, each being by me duly sworn, did say that the said Ray E. Dillon is the President, and the said Emil Becker is the Secretary of The Dillon Investment Company, Inc.

the corporation that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in the name and on behalf of said corporation by authority of its Board of Directors, and said W. P. Hahn acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year the foregoing was written.
My Commission expires Dec. 17, 1947
Marie Dene Hahn Notary Public

Dated: _____

66-23

23

PIPE LINE RIGHT-OF-WAY

The undersigned, owners of the premises hereinafter described, for value received, hereby give and grant to The Gas Service Company, a corporation, its successors and assigns, the right to lay, maintain, operate, repair and remove a pipe line for the transportation of gas through and over the following described premises:

5 feet north of south property line and extending the full length of property facing U. S. Highway No. 50 on property described as 159.85 acres (Southwest Quarter exclusive of tract to George Gano) Section 9, Township 23, Range 5, Reno County, Kansas.

Said pipe to be laid at a depth of 2.5 feet, and so as not to interfere with improvements.

All damage to fences, trees, crops, shrubs, gardens, etc., caused by the laying, operating, repairing or removing of said pipe line to be paid by said company.

Dated at Hutchinson, Kansas, this 24th day of August, 1946.

THE DILLON INVESTMENT COMPANY, INC.

(SEAL)

Corp. Seal

By

President

ATTEST:

Emil Becker
Secretary

STATE OF KANSAS, COUNTY OF RENO, SS:

BE IT REMEMBERED, That on this 3 day of August, 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roy E. Dillon, President of The Dillon Investment Company, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and Emil Becker, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My commission expires: My Commission Expires Dec. 17, 1947

NP Seal

STATE OF KANSAS, ss.
RENO COUNTY, ss.
This instrument was filed for record
the 24 day of Dec. A. D. 1946
at 10:50 o'clock M. and duly
recorded in Book 66 on Page 23
J. E. Gardner
7
ORIGINAL COMPARED WITH RECORD

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of no cents per rod, which sum is understood to include construction, crop and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, I, Farmers Co-Operative Commission Company, do hereby grant to THE DRILLERS GAS COMPANY, its successors or assigns, the right-of-way to lay, maintain, alter, repair, inspect, operate and remove pipe lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, on, over or through certain lands situated in Reno County, Kansas, described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW/4) of section 9, Township 23 South, Range 5 West, thence South 1243.6 feet for place of beginning; thence East to a point on the East line of the Quarter that is 1243.6 feet South of the Northeast corner of the Southwest Quarter; thence North on the East line of the Quarter 540 feet; thence West to a point on the West line of the Quarter that is 540 feet North of the place of beginning; thence South 540 feet to the place of beginning; containing 23.081 acres more or less.

Section 9 Township 23S Range 5W

Only one line to be laid under this grant. Said line to be laid within fifteen (15) feet of and parallel with the east line of said quarter section.

with ingress and egress to and from same. The said grantor, heirs and assigns hereby agree that no building or buildings shall be erected on or over the said pipe line but are otherwise to fully use and enjoy said premises except for the purpose hereinbefore granted to said grantee, who hereby agrees to pay any damage which may arise to crops, fences, stock and land from the maintaining, operating and removing of said lines, said damage, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two appointed aforesaid, and the award of three such persons shall be final and conclusive; said company, its successors and assigns, to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said Drillers Gas Company, its successors or assigns.

All pipe laid under this grant shall be laid on a route selected by the grantee, its successors and assigns, and shall be buried to such a depth as not to interfere with the ordinary cultivation of land.

This agreement is binding on the heirs, representatives, successors and assigns of the respective parties thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 4th day of August, 1953.

(Seal) THE FARMERS CO-OP. COLL. CO. (Seal)
John C. Biddleman (Seal) *M. P. Shoney* (Seal)
 Secretary President
 (Seal) (Seal)
 Corp. Seal

Subscribed and sworn to before me this 4th day of August, 1953.

Mary J. Finner
 Notary Public

My commission expires April 9, 1956.

T. P. Seal

Recorded in 104979 64 Oct 9-1953
 Filed in 104979 15 Dec 10-1953
 County Clerk, Reno Co., Kan.
 Vol. 122, p. 242, Nov. 20, 1953
 Official Seal, Dec. 10, 1953, File 168, 1/2, 202

ORIGINAL COMPARED WITH RECORDED
 STATE OF KANSAS }
 KENOS COUNTY }
 This instrument was filed for record on
 the 20th day of Aug. A. D. 1953
 at 8.00 A. M. and duly
 recorded in book 86, page 223.
 Fee \$1.50
W. H. Smith
 REC'D - AUG 22 1953

207

106-207

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That The Farmers Co-Operative Commission Company, a Kansas corporation, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Packaging Corporation of America, a Delaware corporation, its successors and assigns forever, an easement and right-of-way to lay, operate, maintain, alter, remove and re-lay, an underground pipe line not to exceed twenty-four (24) inches inside diameter and other equipment pertinent thereto for the transportation of water, in, on, over and through:

The South 50 feet of the West 70 feet of a tract of land described as follows:

Commencing at the NW Corner of the SW/4 of Section 9, Township 23S, Range 5W of the 6th P.M.; thence south 1243.8 feet for place of beginning; thence east to a point on the east line of the quarter that is 1243.8 feet south of the NE Corner of the SW/4; thence north on the east line of said quarter section, 540 feet; thence west to a point on the west line of the quarter section that is 540 feet north of the place of beginning; thence south 540 feet to the place of beginning;

The right-of-way shall be 10 feet in width and the pipe shall be buried below plow depth; and for the purposes of construction, the grantee may use a strip 20 feet in width, if necessary.

IN WITNESS WHEREOF, The Farmers Co-Operative Commission Company, has caused this instrument to be executed by its proper officers thereunto duly authorized this 8 day of December, 1959.

THE FARMERS CO-OPERATIVE COMMISSION COMPANY

By: Clare Newell
President

ATTEST:

Ora V. Martin
Secretary

STATE OF KANSAS COUNTY OF RENO, ss:

BE IT REMEMBERED, that on this 7th day of December, A.D. 1959, before me, the undersigned, a notary public in and for the county and state aforesaid, came Ora V. Martin and Clare Newell, President and Secretary, respectively, of The Farmers Co-Operative Commission Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who are

personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Leah J. Sedford
Notary Public

My Commission Expires:

7.1.62

ORIGINAL COMMISSION NOT RECORDED

STATE OF KANSAS } ss
RENO COUNTY }

This instrument was filed for record on
the 6 day of June A. D. 1960
at 7:40 o'clock P.M. and duly
recorded in book 106 on Page 207
Fee \$ 1.15 Pt

A. Smith
REGISTER OF DEEDS

THE STATE



OF KANSAS

STATE BOARD OF AGRICULTURE

W. W. Duitsman, Secretary

DIVISION OF WATER RESOURCES

Guy E. Gibson, Chief Engineer-Director

IN THE MATTER OF

LOCATION OF THE POINT OF DIVERSION

UNDER THE CERTIFICATE OF APPROPRIATION

PURSUANT TO APPLICATION NO. 4240

FINDINGS

1. That on July 14, 1959 the Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, in accordance with K.S.A. 82a-714 issued a Certificate of Appropriation pursuant to Application No. 4240 for permit to appropriate water for beneficial use, authorizing the use of groundwater to be withdrawn by means of one (1) well located:
one (1) well located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), of
Section 9, Township 23 South, Range 5 West,
Reno County, Kansas.
2. That information in the office of the Chief Engineer-Director shows the legal description of the tract of land on which the well is located to be:
one (1) well located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$), of
Section 9, Township 23 South, Range 5 West,
Reno County, Kansas.

ORDER

NOW THEREFORE, It is the decision and order of the Chief Engineer-Director, Division of Water Resources, Kansas State Board of Agriculture, that the authorized point of diversion under the Certificate of Appropriation issued pursuant to Application No. 4240 is one (1) well located:

STATE OF KANSAS } ss
RENO COUNTY }

INDEXED
ORIGINAL COMPARED
WITH RECORD
NUMBER

This instrument was filed for record on
the 23 day of July A.D. 19 61
at 1:00 o'clock P. M. and duly
recorded in Book 187 on Page 38 (2)
Fee \$ 6.00

Raymond M. Moore
REGISTER OF DEEDS

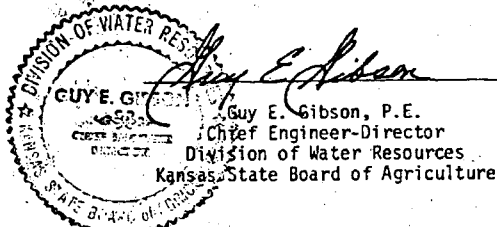
one (1) well located in the Northwest Quarter
of the Northeast Quarter of the Southwest Quarter
(NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$), of

Section 9, Township 23 South, Range 5 West,
Reno County, Kansas.

In all other respects, the Certificate of Appropriation issued

-- pursuant to Application No. 4240 is as issued on July 14, 1959.

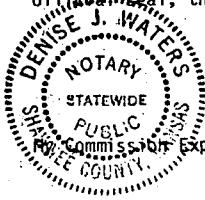
Dated at Topeka, Kansas, this 22nd day of January, 1981.



STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 22nd day of January, A.D. 1981, before me, the undersigned, a notary public in and for said County and State, came Guy E. Gibson, Chief Engineer-Director, Division of Water Resources, Kansas State Board of Agriculture, who is personally known to me to be such duly appointed, qualified and acting official, and who is personally known to me to be the same person who executed the within instrument of writing as such official and such person duly acknowledged the execution of the same as such Chief Engineer-Director.

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



Signature Denise J. Waters
Denise J. Waters, Notary Public

My Commission Expires March 1, 1982.

Assignment filed, Vol 176, Pg 125, Sept 3, 1987

AGREEMENT

THIS AGREEMENT, made and entered into this ✓ day of July, 1983, by and between FAR-MAR-CO, INC. of Hutchinson, Kansas, hereinafter referred to as "FMC", and Farmland Industries, Inc., of Kansas City, Missouri, hereinafter referred to as "Farmland";

WITNESSETH:

WHEREAS, FMC is the owner of the following described real estate situated in Reno County, Kansas, to wit:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$), Section Nine (S9), Township Twenty-Three South (T23S), Range Five West (R5W), of the Sixth P.M., Reno County, Kansas, commencing at the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence south along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 939.3 feet to the true point of beginning; thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 425.4 feet; thence south parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 9.75 feet; thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 823.03 feet; thence north parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 70 feet, thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 1,358.8 feet, to the quarter section line, thence south along the quarter section line 364.75 feet; thence west parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 2,669 feet to the west line of said Southwest Quarter (SW $\frac{1}{4}$); thence north along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 304.5 feet to the true point of beginning.

WHEREAS, Farmland is the owner of the following described real estate situated in Reno County, Kansas, to wit:

A tract in the Southwest 1/4, Section 9, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas, commencing at the Northwest corner of said Southwest 1/4; thence South along the West line of said Southwest 1/4, 703.8 feet to the place of beginning; thence East parallel with the North line of said Southwest 1/4, 425.4 feet; thence South parallel with the West line of said Southwest 1/4, 235.5 feet; thence West parallel with the North line of said Southwest 1/4, 425.4 feet to the West line of said Southwest 1/4; thence North along the West line of said Southwest 1/4, 235.5 feet to the place of beginning, containing 2.30 acres, subject to road right-of-way along the West line and subject to any other easements and/or rights-of-way of record.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Roadway Easement - FMC agrees to grant Farmland a permanent easement to use, at its own risk, the present roadway located on the real estate owned by FMC; said roadway being described as follows:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 23 South, Range 5 West, of the Sixth P.M., Reno County, Kansas, commencing at the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence south along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 939.3 feet to the true point of beginning; thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 425.4

feet; thence south parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 39.75 feet; thence west parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 425.4 feet; thence north along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 39.75 feet, to the point of beginning.

2. Roadway Easement Charge - FMC agrees to maintain the roadway in a serviceable, dust-free condition for Farmland. Farmland agrees to pay FMC an annual roadway easement charge in the amount of \$600.00 commencing on _____ and each year thereafter. FMC agrees that it will pay the cost of the removal of snow from two lanes of the roadway at no additional cost to Farmland. In the event Farmland fails to pay FMC the roadway easement charge, FMC has the right to terminate the roadway easement.

3. Obligations - All obligations of this agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

4. Binding Effect: This easement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

FAR-MAR-CO, INC.

By D. M. Chartier 113
600
D. M. Chartier, President

Attest:

Richard L. Hathaway
Richard L. Hathaway
Secretary

FARMLAND INDUSTRIES, INC.

By Kenneth A. Nielsen
Kenneth A. Nielsen, President

Attest:

Henry M. Dyhouse
Henry M. Dyhouse
Secretary

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

The above and foregoing instrument was acknowledged before me this 11th day of July, 1983, by D. M. Chartier, President of FAR-MAR-CO, INC.



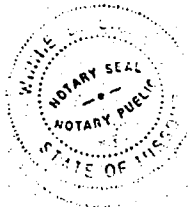
Geraldine A. Blunt
Notary Public

JERALDINE A. BLUNT
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.

-2- MY COMMISSION EXPIRES AUG 29 1983

STATE OF MISSOURI)
) ss:
COUNTY OF CLAY)

The above and foregoing instrument was acknowledged by me this 8th day of July 1983, by Kenneth A. Nielsen, President of Farmland Industries, Inc.



Winnie B. Sicks
Notary Public
WINNIE B. SICKS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires July 23, 1983

STATE OF KANSAS)
RENO COUNTY) ss

INDEXED ✓
ORIGINAL COMPARED ✓
WITH RECORD ✓
NUMERICAL ✓

This instrument was filed for record on the 28 day of July A.D. 1983 at 9:35 o'clock AM and duly recorded in Book 197 on Page 189 (3)
Fee \$ 7.00

Rena May Moore
REGISTER OF DEEDS

194-1

197-194

EASEMENT

THIS EASEMENT, executed this ✓ day of July, 1983, between FAR-MAR-CO, INC. of Hutchinson, Kansas, hereinafter referred to as "Grantor", and Farmland Industries, Inc., of Kansas City, Missouri, hereinafter referred to as "Grantee".

Grantor is the owner of certain real property situated in the Southwest Quarter of Section 9, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Grantor agrees to grant, convey and confirm unto Grantee the right to use, at its own risk, the present roadway located on the above described land, said roadway being described as follows:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 23 South, Range 5 West, of the 6th P.M., Reno County, Kansas, commencing at the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence south along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 939.3 feet to the true point of beginning; thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 425.4 feet; thence south parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 39.45 feet; thence west parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 425.4 feet; thence north along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 39.75 feet, to the true point of beginning.

Grantor shall have the right to terminate this easement if Grantee fails to pay Grantor any annual roadway maintenance charge.

Grantor agrees to maintain the roadway in a serviceable, dust-free condition.

This easement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has caused this easement to be executed the day and year first above written.

FAR-MAR-CO, INC.

By D. M. Chartier
D. M. Chartier, President

STATE OF KANSAS } ss
RENO COUNTY

This instrument was filed for record on the 28 day of July A.D. 1983 at 1:35 o'clock PM M. and duly recorded in Book 197 on Page 194 (1) Fee \$ 5.00

Rosa Mary Moore
REGISTER OF DEEDS

Witness:
Richard L. Hathaway
Richard L. Hathaway
Secretary

STATE OF MISSOURI) ss:
COUNTY OF JACKSON)

The above and foregoing instrument was acknowledged before me this 17th day of July, 1983, by D. M. Chartier, President of FAR-MAR-CO, INC.



Geraldine A. Blunt
Notary Public
GERALDINE A. BLUNT
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXPIRES AUG 29 1985

* Appt. Easement

*

AGREEMENT

THIS AGREEMENT, made and entered into this ✓ day of July, 1983, by and between Farmland Industries, Inc. of Kansas City, Missouri, hereinafter referred to as "FII", and Farmland Agriservices, Inc., of Hutchinson, Kansas, hereinafter referred to as "FAI";

WITNESSETH:

WHEREAS, FII is the owner of the following described real estate situated in Reno County, Kansas, to-wit:

A tract in the Southwest 1/4, Section 9, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas, commencing at the Northwest corner of said Southwest 1/4; thence South along the West line of said Southwest 1/4, 703.8 feet to the place of beginning; thence East parallel with the North line of said Southwest 1/4, 425.4 feet; thence South parallel with the West line of said Southwest 1/4, 235.5 feet; thence West parallel with the North line of said Southwest 1/4, 425.4 feet to the West line of said Southwest 1/4; thence North along the West line of said Southwest 1/4, 235.5 feet to the place of beginning, containing 2.30 acres, subject to road right-of-way along the West line and subject to any other easements and/or rights-of-way of record.

WHEREAS, FAI is the owner of the following described real estate situated in Reno County, Kansas, to-wit:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$), Section 9, Township 23 South, Range 5 West, of the Sixth P.M., Reno County, Kansas, commencing at the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence south along the west line of said Southwest Quarter (SW $\frac{1}{4}$), 939.3 feet; thence east parallel with the north line of said Southwest Quarter, 425.4 feet to the true point of beginning; thence south parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 9.75 feet; thence east with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 823.03 feet; thence north parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 70 feet, thence east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$), 787.45 feet, to the intersection of the NW-SE line of a 18.79 acre tract in the northeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence left on a deflection angle of 137 degrees 4 minutes, thence northwesterly along said NW-SE line, 340.85 feet; thence left on a deflection angle of 42 degrees 52 minutes west 996.95 feet; thence left on a deflection angle of 31 degrees 56 minutes 109.68 feet to the southeast corner of Kansas Power and Light Company's property; thence right on a deflection angle of 31 degrees 52 minutes west along the south line of said property 274.6 feet; thence left on a deflection angle of 90 degrees 45 minutes south and parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$), 235.5 feet to the true point of beginning. EXCEPTING THEREFROM a tract of land described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 23 South, Range 5 West of the Sixth P.M.; thence south on the west line of said Southwest Quarter (SW $\frac{1}{4}$) 725.0 feet; thence east parallel with the north

line of said Southwest Quarter (SW $\frac{1}{4}$) 675.0 feet for a place of beginning; thence continuing east parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$) 200.0 feet; thence south parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$) 160.0 feet; thence west parallel with the north line of said Southwest Quarter (SW $\frac{1}{4}$) 200.0 feet; thence north parallel with the west line of said Southwest Quarter (SW $\frac{1}{4}$) 160.0 feet to the place of beginning, containing 0.735 acres in Reno County, Kansas.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Water - FII agrees to grant FAI an easement for the existing four-inch water line which runs from Halstead to the facilities of FAI.
2. Sewer - FAI agrees to grant FII the right to utilize its private main sewer line which runs from Halstead to the facilities of FAI. FAI shall be totally responsible for the maintenance and repair of the private main sewer line. FII shall be responsible for the maintenance and repair of its sewer line from its "Research Laboratory Building" to the private main sewer line owned by FAI. FII agrees to pay FAI a yearly rate in the amount of \$100.00 for the use of the private main sewer line, commencing on the date of this agreement and each year thereafter. In the event FII fails to pay the yearly charge for the use of the private main sewer line, FAI will have the right to terminate the sewer service to FII after giving FII thirty (30) days prior written notice. In the event FII sells, assigns or leases the "Research Laboratory Building", the purchaser, assignee or tenant shall be solely responsible to the City of Hutchinson for all sewage charges including any charges imposed because of a high level of impurities such as PH, chemical additives, etc.
3. Sewer - FII agrees to grant FAI an easement for the existing ten-inch private main sewer line which runs from Halstead to the facilities of FAI. FAI shall be totally responsible for the maintenance and repair of the private main sewer line.
4. Gas - FII agrees to grant FAI an easement for the existing gas line which provides natural gas to FAI's manufacturing facilities.
5. Obligations - All obligations of this agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

FARMLAND INDUSTRIES, INC.

By Kenneth A. Nielsen
Kenneth A. Nielsen, President

Attest:

Stanley N. Wilkins
Stanley N. Wilkins
Assistant Secretary

FARMLAND AGRISERVICES, INC.

By *Jerry L. Schwab*
 Jerry L. Schwab, President

Attest:

Stanley N. Wilkins
 Stanley N. Wilkins
 Secretary

STATE OF MISSOURI)
) ss:
 COUNTY OF CLAY)

The above and foregoing instrument was acknowledged
 before me this 12th day of July, 1983, by Kenneth A. Nielsen,
 President of Farmland Industries, Inc.



Winnie B. Sicks
 Notary Public

WINNIE B. SICKS
 Notary Public - State of Missouri
 Commissioned in Clay County
 My Commission Expires July 23, 1983

STATE OF MISSOURI)
) ss:
 COUNTY OF CLAY)

The above and foregoing instrument was acknowledged
 before me this 12th day of July, 1983, by Jerry L. Schwab,
 President of Farmland Agriservices, Inc.



Winnie B. Sicks
 Notary Public

WINNIE B. SICKS
 Notary Public - State of Missouri
 Commissioned in Clay County
 My Commission Expires July 23, 1983

STATE OF KANSAS } ss
 RENO COUNTY }

This instrument was filed for record on
 the 21 day of July A.D. 19 83
 at 9:35 o'clock PM M. and duly
 recorded in Book 197 on Page 201 (3)
 Fee \$ 7.02

Rosa May Moore
 REGISTER OF DEEDS

INDEXED ✓
 ORIGINAL COMPARED ✓
 WITH RECORD ✓
 NUMERICAL ✓

EASEMENT

THIS EASEMENT, executed this 8th day of July, 1983, between Farmland Industries, Inc., of Kansas City, Missouri, hereinafter referred to as "Grantor", and The Kansas Power and Light Company, of Hutchinson, Kansas, hereinafter referred to as "Grantee".

Grantor hereby agrees to grant, convey and confirm unto Grantee an easement to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with such poles, wires and cables, together with a right of way upon, over and across a parcel of land described as:

A tract in the Southwest 1/4, Section 9, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas, commencing at the Northwest corner of said Southwest 1/4; thence South along the West line of said Southwest 1/4, 703.8 feet to the place of beginning; thence East parallel with the North line of said Southwest 1/4, 425.4 feet; thence South parallel with the West line of said Southwest 1/4, 235.5 feet; thence West parallel with the North line of said Southwest 1/4, 425.4 feet to the West line of said Southwest 1/4; thence North along the West line of said Southwest 1/4, 235.5 feet to the place of beginning, containing 2.30 acres, subject to road right-of-way along the West line and subject to any other easements and/or rights-of-way of record.

The right of way and easement hereby granted covers as strip of land sixteen (16) feet in width across the above described land and is more particularly described as follows:

A 16 foot wide easement 8 feet each side of the following described line except for building and accessories which protrude to within 5.2 feet of the center line on the south side from Station 1 plus .65 to Station 2 plus 10 feet:

Commencing at the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 23 South, Range 5 West, of the 6th P.M., Reno County, Kansas: thence south on section line 711.8 feet; thence left 89 degrees 15 minutes east 30 feet to the east right of way line of Halstead Street for place of beginning; thence continuing on said line 395.4 feet to the end of easement.

Grantor further grants to Grantee the right of ingress to and egress from said right of way and easement over and across the land by means of roads and lanes thereon, if there is such, otherwise by such route or routes as shall occasion the least damage and inconvenience to Grantor.

Grantor shall have the right to use the right of way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure or drill or operate any well, within the right of way or easement.

Grantee shall also have the right from time to time to trim or to cut down and clear away any and all trees and brush now or hereafter on the right of way and easement and

22515

shall have the further right from time to time to trim and to cut down and clear away any trees on either side of the right of way and easement which now or hereafter in the opinion of Grantee may be a hazard to its poles, wires or cables, by reason of the danger of falling thereon, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all tops, lops, bush and refuse wood shall be burned or removed by Grantee.

Grantee shall repair any damage it shall cause to Grantor's property and shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights herein granted or by any wrongful or negligent act or omission of Grantee or its agents or employees in the course of their employment.

This easement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed the day and year first above written.

FARMLAND INDUSTRIES, INC.

By Kenneth A. Nielsen
Kenneth A. Nielsen, President

Attest:

Henry N. Dybouse
Henry N. Dybouse
Secretary

THE KANSAS POWER AND LIGHT COMPANY

By R. D. LaGree
R. D. LaGree,
W. Region Vice President

Attest:

L. M. Barker
Secretary L. M. Barker

STATE OF MISSOURI)
COUNTY OF CLAY) ss:

The above and foregoing instrument was acknowledged before me this 8th day of July 1983, by Kenneth A. Nielsen, President of Farmland Industries, Inc.

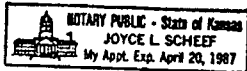
Winnie B. Sicks
Notary Public

WINNIE B. SICKS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires July 23, 1983

22515

STATE OF KANSAS }
 } ss
COUNTY OF SHAWNEE }

The above and foregoing instrument was acknowledged before me this 22nd day of September, 1983, by R. D. LaGree, Vice President of The Kansas Power and Light Company.



Joyce L. Scheef
Notary Public

INDEXED ✓
ORIGINAL COMPARED ✓
WITH RECORD ✓
NUMERICAL ✓
STATE OF KANSAS }
RENO COUNTY } ss
This instrument was filed for record on the 24 day of Oct, A.D. 1983 at 8:00 o'clock PM M. and duly recorded in Book 198 on Page 214 (3)
Fee \$ 7.00
Rosa Mary Moore
REGISTER OF DEEDS

INDEXED
ORIGINAL COMPARE
WITH RECORD
NUMERICALLY
2364

STATE OF KANSAS } ss
RENO COUNTY

This instrument was filed for record on
the 4 day of July A.D. 1987
at 8:01 o'clock AM and duly
recorded in Book 219 on Page 147 (9)
Fee \$ 22.01

Rosa Mary Mance
REGISTER OF DEEDS

THE STATE



OF KANSAS

STATE BOARD OF AGRICULTURE
Sam Brownback, Secretary

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

BEFORE
DAVID L. POPE, CHIEF ENGINEER
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

IN THE MATTER OF
THE PROPOSED EXTENSION OF THE BOUNDARIES OF
EQUUS BEDS GROUNDWATER MANAGEMENT DISTRICT NO. 2

The Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, (hereinafter referred to as the "Chief Engineer"), after having given due consideration to all evidence, testimony and other information presented to Wayland Anderson, Assistant Chief Engineer, the hearing officer duly appointed by the Chief Engineer to preside at the hearing on October 14, 1988, regarding the proposed extension of the boundaries of Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "District"), makes the following findings, conclusions and order:

FINDINGS

1. That at a regular meeting of the Board of Directors of the Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "Board"), on October 13, 1987, a Resolution was duly adopted by the Board recommending that the boundaries of the District be extended.
2. That on October 28, 1987, the Chief Engineer received a petition submitted by the Board, pursuant to K.S.A. 82a-1033, for extension of the boundaries of the District to include the following territory:
 - ✓ All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township 22 South, Range 4 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 5 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 6 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 7 West, Reno County, Kansas;

I hereby certify that this instrument is a true and correct copy of the original as purported.
Dated at Topeka, Kansas this 21st day of December 19 88.
Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

✓ All of Township 23 South, Range 5 West, Reno County,
144 Kansas;

✓ All of Township 23 South, Range 6 West, Reno County,
144 Kansas;

✓ All of Township 23 South, Range 7 West, Reno County,
144 Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29,
12 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5
West, Reno County, Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
12 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,
29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South,
Range 6 West, Reno County, Kansas;

✓ All of Township 24 South, Range 7 West, Reno County,
144 Kansas;

✓ All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21,
10 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
36 of Township 25 South, Range 4 West, Reno County,
Kansas;

✓ All of Township 25 South, Range 5 West, Reno County,
144 Kansas;

✓ All of Township 25 South, Range 6 West, Reno County,
144 Kansas;

✓ All of Township 25 South, Range 7 West, Reno County,
144 Kansas;

✓ All of Township 26 South, Range 4 West, Reno County,
144 Kansas;

✓ All of Township 26 South, Range 5 West, Reno County,
144 Kansas;

✓ All of Township 26 South, Range 6 West, Reno County,
144 Kansas;

✓ All of Township 26 South, Range 7 West, Reno County,
144 Kansas;

3. That the notice of hearing was published in the McPherson Daily Sentinel, The Hutchinson News, The Newton Kansan and the Wichita Eagle Beacon, four papers of general circulation within the District, stating that a public hearing would be held at 10:00 a.m. on Friday, October 14, 1988, in the auditorium of the Hutchinson Public Library, 901 N. Main, Hutchinson, Kansas 67501, at which time all interested parties would have an opportunity to be heard regarding the petition by the District to extend the boundaries of the District; that affidavits of publication show the above mentioned newspapers published notice of this hearing for three consecutive weeks with the first publications being at least 28 days prior to the hearing; that

I hereby certify that this instrument is a true and
correct copy of the original as purported.
Dated at Topeka, Kansas this 21st day
of December 19 88
Raymond J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

on September 22, 1988, the notice of hearing was also published in the Kansas Register; that such notice complies with the requirements of K.S.A. 82a-1033.

4. That on October 14, 1988, Wayland Anderson, Assistant Chief Engineer, held a hearing beginning at approximately 10:00 a.m. in the auditorium of the Hutchinson Public Library, to consider the proposed extension of the boundaries of the District; that Rebecca J. Liggett, Assistant Legal Counsel for the Division, was also present and assisted the Assistant Chief Engineer at the hearing.
5. That Mr. Ray Bontrager, President of the Board of Directors for the District, testified on behalf of the District as follows:
 - a. That on October 17, 1987, a group of Reno County landowners petitioned the Board to extend the boundaries of the District into the eastern half of Reno County.
 - b. That on March 8, 1988, the Board established by Resolution ME-88-1 a five member ad hoc committee consisting of eligible voters in the proposed extension area to advise the Board on matters pertaining to the boundary extension; that the ad hoc committee was established as a result of the Board's concern that potential eligible voters in the extension area be represented during the extension proceedings and during the transition period if the extension were to be approved.
 - c. That he recommends an effective date for the extension of before December 31, 1988, in order to allow eligible voters in the extension area the opportunity to vote and to be eligible as candidates for a position on the board of directors at the January 10, 1989 directors' election.
6. That Michael T. Dealy, Manager of the District, testified on behalf of the District as follows:
 - a. That the area proposed to be annexed when combined with the existing District, substantially comprises a hydrologic community of interest based on similarities of hydrology, aquifer characteristics, topography, precipitation and drainage and recharge systems, geology, including bedrock characteristics, soil and farming practices and water

I hereby certify that this instrument is a true, correct copy of the original as purported.
 Dated at Topeka, Kansas this 21st day
 of December 19 88
Wayland J. Anderson
 DIVISION OF WATER RESOURCES
 KANSAS STATE BOARD OF AGRICULTURE

withdrawals and usages; that both the proposed extension area and the District lie almost exclusively in the Great Bend Physiographic Region; that the proposed extension area is the only major portion of the High Plains aquifer system in Kansas that is not currently in a groundwater management district; that both the proposed extension area and the District are a part of the Lower Arkansas River Basin; that alluvial groundwater sources associated with the Lower Arkansas River Basin have been identified; that the streams and groundwater in the Great Bend Physiographic Region interact; that due to similarities in annual precipitation and recharge in the proposed extension area and the District, the extension area lends itself well to the District's management practices, especially the District's safe-yield policy; that the western boundary of the proposed extension area is located along a subcrop between two major geologic formations; that in general the water quality and water quantity problems in the proposed extension area are similar to those in the District.

- b. That the proposed extension area is not part of any existing groundwater management district.
- c. That the statement of purposes filed with the Chief Engineer conform to the intent and purposes of the Groundwater District Act.
- d. That the lands proposed to be annexed to the District overlie aquifers subject to management; that the principal source of groundwater in the Great Bend Physiographic Region is from unconsolidated alluvial deposits, identified as the High Plains Aquifer, that underlie most of the area; that the aquifer in the proposed extension area exhibits substantially the same characteristics as the aquifer in the District and, therefore, the District's plan providing for development on a safe-yield basis could be applied to the extension area; that the ancestral channel of the Arkansas River, which runs through the extension area and into Sedgwick County in the existing District, is a continuous channel filled with sand, silt and

I hereby certify that this instrument is a true & correct copy of the original as purposed.
Dated at Topeka, Kansas this 21st of December, 1988.
Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

gravel that has been saturated and comprises one continuous aquifer subject to management.

- e. That the map attached to the Board's petition is substantially correct.
 - f. That the area of the proposed extended District and existing and prospective uses of groundwater within the extended District are sufficient to support a groundwater management program; that the District has projected a land assessment base of 730,544 acres and a total water assessment base of 332,150 acre feet for the extended district.
 - g. That the public interest will be served by the extension of the boundaries of the District; that as early as 1956, the need for proper groundwater management in the proposed extension area was recognized; that the District offers a comprehensive management program and technical assistance in the best interest of preserving the quantity and quality of current and future water supplies for the population of the extension area.
6. That in his testimony, Mr. Dealy referred to eleven geologic publications that he relied upon to support his testimony.
 7. That on November 2, 1988, the Division received a letter from Ralph Gingerich, mayor of the City of Hutchinson, stating that the City supports the extension of the District's boundaries; that in his letter Mr. Gingerich stated that the City of Hutchinson has been actively seeking to secure an adequate supply of good quality groundwater to meet their present and future needs and that inclusion in the District would be a positive step towards that goal.
 8. That Jesse J. Harder, representative for the 103rd District which essentially includes the north half of Reno County, testified in favor of the proposed extension; that as a legislator he is interested in anything that will help to secure a supply of water over the long range and that the extension of the District is a step in that direction.
 9. That Walter Burling, resident of Reno County, testified in opposition to including Township 25 South, Range 7 West, Reno County, Kansas, in the extension area because he felt that management was not needed and

I hereby certify that this instrument is a true and correct copy of the original as purported.
 Dated at Topeka, Kansas this 21st day
 of December, 19 88
Wayland J. Anderson
 DIVISION OF WATER RESOURCES
 KANSAS STATE BOARD OF AGRICULTURE

because he objected to an additional tax levy.

10. That John B. Paney, resident of Sumner Township, Reno County, presented testimony at the hearing.
11. That Jerry Hargadine, representative of the Kansas Water Office, testified that the lower Arkansas Basin Plan section of the Kansas Water Plan recognizes that management of the proposed extension area is a concern and that inclusion in a groundwater management district could be beneficial; that Mr. Hargadine further stated that the Kansas Water Office believes that the groundwater in the portion of the Great Bend Prairie in Reno County must be managed to assure coordination, orderly withdrawal of water and prevention of pollution of the aquifer.
12. That Craig Gibson, dry land farmer and irrigator, testified in favor the District's petition; that Mr. Gibson stated that he has two irrigation wells that are located within the District and one irrigation well that is located within the extension area; that Mr. Gibson stated that he was appointed by the District to the ad hoc committee.
13. That Elizabeth Haines, land owner in Reno County, testified in favor of the proposed extension.
14. That the Assistant Chief Engineer adjourned the hearing and directed that the formal record of the proceeding would remain open until October 28, 1988, so that anyone who wished could submit written statements for the record.
15. That Walter B. Burling, submitted written testimony in opposition to the proposed extension; that Mr. Burling stated that Township 25 South, Range 7 West, Reno County, Kansas, should not be included in the extension area because only three of the 144 quarter sections of land in Township 25 South have irrigation circles on them and there is no need for the other 141 quarter sections to be managed or to be subject to financial assessments.
16. That Willis D. Harder, resident of Reno County and landowner in the District, submitted written testimony in opposition to the proposed extension; that Mr. Harder stated that he did not feel that the notice of the hearing was adequate; that Mr. Harder also stated that the row

of townships at the west edge of the proposed extension should have been included in the extension area because the water in Reno County moves from west and northwest to east and southeast, therefore, the pollution from that row of townships will move into the proposed District.

CONCLUSIONS

1. That the petition for extension presented by the District complies with the requirements of K.S.A. 82a-1033(a)(1)-(3).
2. That the notice of hearing described in Finding No. 3 complies with the statutory requirements of K.S.A. 82a-1033(b).
3. That the lands proposed to be annexed to the District, as described in the petition for extension and made a part thereof, substantially comprise a hydrologic community of interest.
4. That the area proposed to be annexed to the District would not include any of the lands of an existing groundwater management District.
5. That the statement of purposes contained in the petition conforms with the intent and purposes of K.S.A. 82a-1022, K.S.A. 82a-1035, inclusive, and particularly K.S.A. 82a-1024.
6. That the lands proposed to be annexed to the District overlie aquifers subject to management.
7. That the map attached to the District's petition is substantially correct.
8. That the area of the extended District and the existing and prospective uses of groundwater within the extended District, are sufficient to support a groundwater management program.
9. That the public interest will be served by the extension of the boundaries of the District.
10. That the boundaries of the District should be extended to include the area to include the area as set forth in Finding No. 2.

ORDER

NOW THEREFORE, it is the decision and order of the Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, that the Petition as

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I hereby certify that this instrument is a true and correct copy of the original as purported.
 Dated at Topeka, Kansas this 21st day
 of December 19 88
Wayland J. Anderson
 DIVISION OF WATER RESOURCES
 KANSAS STATE BOARD OF AGRICULTURE

submitted for the extension of the boundaries of the Equus Beds Groundwater Management District No. 2 to include the following territory:

All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township 22 South, Range 4 West, Reno County, Kansas;

All of Township 22 South, Range 5 West, Reno County, Kansas;

All of Township 22 South, Range 6 West, Reno County, Kansas;

All of Township 22 South, Range 7 West, Reno County, Kansas;

All of Township 23 South, Range 5 West, Reno County, Kansas;

All of Township 23 South, Range 6 West, Reno County, Kansas;

All of Township 23 South, Range 7 West, Reno County, Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5 West, Reno County, Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 6 West, Reno County, Kansas;

All of Township 24 South, Range 7 West, Reno County, Kansas;

All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 25 South, Range 4 West, Reno County, Kansas;

All of Township 25 South, Range 5 West, Reno County, Kansas;

All of Township 25 South, Range 6 West, Reno County, Kansas;

All of Township 25 South, Range 7 West, Reno County, Kansas;

All of Township 26 South, Range 4 West, Reno County, Kansas;

All of Township 26 South, Range 5 West, Reno County, Kansas;

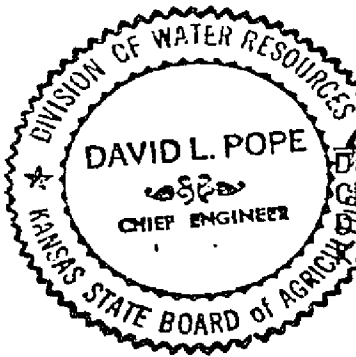
All of Township 26 South, Range 6 West, Reno County, Kansas;

All of Township 26 South, Range 7 West, Reno County, Kansas;

I hereby certify that this instrument is a true and correct copy of the original as purged.
Dated at Topeka, Kansas this 21st day
of December 1988.
Wayland J. Anderson
DIVISION CLERK, WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

should be and hereby is approved. The extension shall become effective upon execution of this Order on the date set forth below.

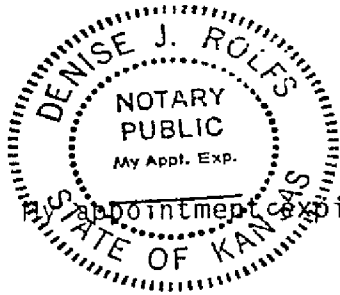
Dated at Topeka, Kansas this 20th day of December, 1988.



David L. Pope
David L. Pope, P.E.
Chief Engineer
Division of Water Resources
Kansas State Board of Agriculture

State of Kansas)
County of Shawnee) SS

The foregoing instrument was acknowledged before me this 20th day of December, 1988, by David L. Pope, P.E., Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture.



Denise J. Rolfs
Notary Public

My appointment expires: March 1, 1990

I hereby certify that this instrument is a true and correct copy of the original as presented.
Dated at Topeka, Kansas this 21st day of December, 1988.
Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

QUIT CLAIM DEED

THIS INDENTURE, Made this 6th day of December, 1952, between The Kansas Power and Light Company, a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at Topeka, Kansas, Shawnee County, State of Kansas, of the first part (hereinafter called "Grantor"), and The Farmers Co-operative Commission Co., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, and having its principal place of business at Hutchinson, Reno County, State of Kansas, of the second part (hereinafter called "Grantee").

WITNESSETH, That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it duly paid, has sold, and by these presents does sell, remise, release and quitclaim unto Grantee, its successors and assigns, forever, all that tract or parcel of land situated in the County of Reno, State of Kansas, described as follows, to-wit:

Commencing at the Northwest corner of the Southwest Quarter (SW/4) of Section 9, Township 23 South, Range 5 West, thence South 1243.8 feet for place of beginning; thence East to a point on the East line of the Quarter that is 1243.8 feet South of the Northeast corner of the Southwest Quarter; thence North on the East line of the Quarter 540 feet; thence West to a point on the West line of the Quarter that is 540 feet North of the place of beginning; thence South 540 feet to the place of beginning; containing 33.081 acres more or less;

But subject to and reserving to Grantor all rights described in the easement and agreement dated June 2, 1930, from The Solvay Process Company and The Kansas Chemical Manufacturing Company to The Kansas Pipe Line and Gas Company, filed in the Office of the Register of Deeds of Reno County, Kansas on June 20, 1930, in Book 29, Page 7, real property records, and subsequently assigned to The Kansas Power and Light Company by assignment dated January 2, 1932, recorded February 1, 1932 in the Office of said Register of Deeds, in Book 182, Page 62; provided, however, should Grantee herein, its successors, assigns or lessees require Grantor to relocate the gas pipe line existing or

hereafter installed under said easement, said Grantee, its successors, assigns or lessees shall reimburse Grantor, its successors, assigns or lessees, for the actual cost of such relocation; and provided further that Grantor's indemnity set forth in said grant of June 2, 1930 shall henceforth be limited to claims arising from only the sole negligence of Grantor; and further

Reserving to Grantor the right to install, operate, maintain, renew and remove an electric transmission line within a strip sixty (60) feet in width along the west line of the tract herein conveyed, together with the right of ingress and egress thereto; and further

Subject to the agreement and easement dated October 26, 1940, between The Solvay Process Company and The Driller Gas Company; and

The easement and agreement dated September 11, 1929, between The Solvay Process Company and The Kansas Chemical Manufacturing Company as Grantors, and Cities Service Gas Company, as Grantee; and

The easement and agreement dated December 30, 1947, between The Kansas Power and Light Company, as Grantor, and Cities Service Gas Company, as Grantee; and

Subject to any other existing electric and/or gas lines, with appurtenances, of Grantor now installed upon the tract herein conveyed; and all the estate, title and interest of Grantor therein, except as above reserved.

TO HAVE AND TO HOLD all and singular the above described premises, together with the appurtenances, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has hereunto caused this Deed to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be

*Red.

hereunto affixed, the day and year last above written.

THE KANSAS POWER AND LIGHT COMPANY

ATTEST:

By E. E. Baker
President

I. S. Stewart
Secretary
(Corp. Seal)

STATE OF KANSAS }
COUNTY OF SHAWNEE } SS.

BE IT REMEMBERED, That on this 6th day of December A. D. 1952, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. E. Baker, President of The Kansas Power and Light Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and I. S. Stewart, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

(Notary Seal)

Mary A. Shirley
Notary Public

My commission expires January 1956



STATE OF KANSAS }
RENO COUNTY } 28

This instrument was filed for record on the 15 day of Dec A. D. 1952 at 3:30 o'clock P.M. and duly recorded in Book 286 on Page 212 Fee \$ 2.00

W. H. Dwyer
REGISTER OF DEEDS

ORIGINAL COMPARED WITH RECORD

Entered in Transfer Record in my office the 15

day of Dec 1952

W. H. Dwyer COUNTY CLERK
W. H. Dwyer