

# COMMITMENT FOR TITLE INSURANCE

Issued by



Agents National Title Insurance

Agents National Title Insurance Company  
1207 West Broadway Suite C  
Columbia, MO 65203

573-442-3351 Fax 573-442-3927 [www.AgentsTitle.com](http://www.AgentsTitle.com)

COMMITMENT JACKET  
NUMBER

KS-19769849-CJ-1-A

## 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, *Agents National Title Insurance Company*, a Missouri corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-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 liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. **PRO-FORMA POLICY**

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

IN WITNESS WHEREOF, AGENTS NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent, of the Company.



Attest: \_\_\_\_\_

David Townsend  
President



# Agents

NATIONAL TITLE

## Transaction Identification Data for reference only:

Issuing Agent:  
Commitment No.: KS-19769849-CJ-1-A  
Issuing Office File No.: 202107037  
Property Address: 00000 W. 237th St., Osage City, KS 66523

## SCHEDULE A

1. Commitment Date: July 15, 2021 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: A buyer to be determined  
Proposed Policy Amount: \$0.00
3. The estate or interest in the land described or referred to in this Commitment and covered herein is  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the effective date hereof vested in:  
Shelley R. Herold fka Shelley Renee Grandstrom
5. The land referred to in this Commitment is described as follows:  
The West 1/2 of the Northeast 1/4 of Section 27, Township 16 South, Range 14 East of the 6th P.M., and a tract to be surveyed from the East 1/2 of the Northeast 1/4 of Section 27, Township 16 South, Range 14 East of the 6th P.M., Osage County, Kansas.

AdVanced Title, LLC

  
Authorized Signature or Signatory

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ALTA Commitment Form - Schedule A  
CF001 KS (10-2017)



202107037



## **SCHEDULE B, PART I Requirements**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.  
  
Warranty Deed from Shelley R. Herold fka Shelley Renee Grandstrom to A buyer to be determined.
5. We require a survey to be recorded in the Office of the Register of Deeds of Osage County, Kansas for the E 1/2 tract.
6. If AdVanced Title, LLC is closing this transaction, we will only accept Cashier's Checks, Certified Checks or Wired Funds. Wiring Instructions will be provided upon request. Wired Funds must be in our Escrow Account prior to disbursement of funds.

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ALTA Commitment Form - Schedule B - Part I  
CF001 KS (10-2017)



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## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Lien of taxes for the year 2021 and all subsequent years. Taxes for the year 2020 and prior years are paid in full. Amount of 2020 taxes: \$1,353.46. Tax ID No. 01432. NONE NOW DUE AND PAYABLE.
8. Subject to Right of Way Agreement in favor of Southwestern Bell Telephone Company recorded October 31, 1957 in the Office of the Register of Deeds of Osage County, Kansas in Book 36 Misc., page 490, shown at Exhibit "A".
9. Subject to Public Improvement Easement in favor of the City of Osage City, recorded October 2, 1974 in the Office of the Register of Deeds of Osage County, Kansas in Book M 19, page 394, shown at Exhibit "B".
10. Subject to the Survey recorded June 26, 1979 in the Office of the Register of Deeds of Osage County, Kansas, in Plat Book D, page 302, and Survey recorded November 8, 1993 in the Office of the Register of Deeds of Osage County, Kansas, in Book M 67, page 504, both shown at Exhibit "C".

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ALTA Commitment Form - Schedule B - Part II

CF001 KS (10-2017)



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## SCHEDULE B - PART II

(Continued)

11. Subject to Oil and Gas Lease in favor of Santa Fe Land Improvement Company recorded August 23, 1946 in the Office of the Register of Deeds of Osage County, Kansas in Book 29 Misc., page 494, shown at Exhibit "D", as to the West 1/2 of NE 1/4.

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ALTA Commitment Form - Schedule B - Part II

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Exhibit "A"  
consisting of 1 pg

Walter Granstrom and:  
Mary Granstrom :  
TO :Right of Way  
Southwestern Bell :Agreement  
Telephone Company :

Filed for Record October 31, 1957  
at 9:45 o'clock A.M.  
Oliver L. Green,  
Register of Deeds.

#### RIGHT OF WAY AGREEMENT

In consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and the payment to the undersigned before construction is started of the additional sum of \$264.00, the undersigned, THEIR heirs and assigns, hereby grant to the Southwestern Bell Telephone Company, its associated and allied companies, their respective successors, assigns, lessees, and agents a permanent right of way and easement one (1) rod in width across the following described land situated in the County of Osage, State of Kansas, owned by the grantors, to wit:

W $\frac{1}{2}$  NE $\frac{1}{4}$  Sec 27 Twp 16 Rge 14 also NE/c B $\frac{1}{2}$  NE $\frac{1}{4}$   
Sec 27 Twp 16S Rge 14E containing  $\frac{3}{4}$  acres and  
150 rods more or less.

(U.S. REVENUE STAMPS 55¢)

with the right and privilege of constructing, reconstructing, operating, maintaining, and placing thereon and removing therefrom a communication system consisting of underground cable or cables, as grantee may from time to time require, together with manholes, markers, fixtures and other appurtenances thereto. The route of said right of way and easement shall be selected by the grantee and after the installation of the first cable or cables the West or North boundary of said right of way and easement shall be a line parallel to said cable or cables and 3 feet West or North thereof.

Said cable or cables and all appurtenances thereto shall be placed so as not to interfere with the ordinary cultivation of said land.

Grantee shall have the right to trim, remove, cut down, and keep cut down trees, brush, stumps, and roots on and within eight feet on each side of said one-rod easement located on said described land or the roads, streets, or highways adjoining, and the right of ingress and egress over and across said land, together with the right to install gates in any fences crossing said strip.

Without written consent of the grantee, no transmission line, pipe line, or other structure or obstruction will be permitted on said land which interferes or might interfere with grantee's service or endanger its cables or lines; nor shall any excavation be made by the grantor THEIR heirs or assigns, on the right of way used by grantee; and no structure will be erected or permitted on said one-rod right of way and easement.

The grantor, THEIR heirs or assigns, shall be entitled to recover from the grantee the reasonable amount of any damages caused to crops, fences or livestock by the grantee or its employees in the construction, reconstruction, operation, maintenance or removal of said communication system.

Signed and sealed this 28th day of June, 1957, at Osage City Kana

Witness:

Walter Granstrom  
Mary Granstrom  
(Land Owner)

STATE OF KANSAS )  
COUNTY OF Osage ) ss:

BE IT REMEMBERED, That on this 12 day of Oct, A.D. 1957, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter Granstrom and Mary Granstrom who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

(NOTARIAL SEAL)

Ethel M. Robison  
Notary Public

Term expires Dec 9, 1958

Exhibit B  
Consisting of 2 pages PUBLIC IMPROVEMENT EASEMENT

2 Oct. 74  
3:35 P.  
M 19 394  
J. H. Houszler.  
Helen Houszler.

THIS INDENTURE, made this 1st day of September 1974,  
by and between Carl V. Granstrom, a single man, and Charles L. Davis, Jr.  
conservator of Shelley Granstrom, a minor, hereinafter called  
grantors, and the City of Osage City, a municipal corporation,  
hereinafter called grantee;

WITNESSETH, the said grantors, in consideration of the public  
good and benefit to be derived therefrom and other valuable con-  
sideration, the receipt of which is hereby acknowledged, do hereby  
grant, bargain, sell, transfer and convey unto the said grantee  
an easement for sanitary sewer lines and the appurtenances necessary  
for the full and complete use thereof, over and across the following-  
described real property in Osage County, Kansas:

A permanent easement 25 feet in width, the center line of which  
is located 12 1/2 feet West of the East line of the following  
described real property in Osage County, Kansas:

The tract commencing at a point 331.4 feet south of  
the northeast corner of NE 1/4 of Section 27, Township  
16, Range 14, thence West parallel with the North line  
of said section 1315 feet, thence North 331.4 feet to  
said north line, thence West to the northwest corner  
of said NE 1/4, thence South to the southwest corner  
of said quarter section, thence East to a point 1315  
feet west of the southeast corner of said quarter  
section, thence North to a point 1498.4 feet South of  
the North line of said quarter section, thence East  
532 feet, thence South 239 feet to the North line of  
the Superior Coal Company's Addition to Osage City,  
thence east along the north line of said Addition 313  
feet, thence North 412 feet, thence East bearing South  
470 feet to a point 998 feet south of place of beginning,  
thence North 998 feet to place of beginning;

Except the tract commencing at a point 25 feet  
north of where the center of Market Street in  
the City of Osage City, meets the section line  
between Sections 26 and 27 of said Township and  
range, thence North 143 feet, thence West 209  
feet, thence South 143 feet, thence East 209  
feet to place of beginning;

The tract commencing 168 feet North of a point  
where the center of Market Street in Osage City  
intersects the section line running between Sec-  
tions 26 and 27, in Township 16, Range 14,  
thence West 209 feet, thence North 420.68 feet  
more or less to a point 5.02 chain South of the  
North line of the Northeast Quarter of said  
Section 27, thence East 209 feet to the East  
line of the Northeast quarter of said Section  
27, thence South to the place of beginning, and

A tract of land in the Northeast 1/4 of  
Section 27, Township 16 South of Range 14  
East of the 6th P.M. as follows:  
Beginning at a point 25 feet North and  
30 feet West of the point where the  
center of Market Street in the City of  
Osage City, Kansas, meets the Section  
Line between Sections 26 and 27 of said  
Township and Range; thence West 182 feet;  
thence South 421 feet to the North line of  
Superior Coal Company's Addition to Osage  
City, thence East 182 feet; thence North  
421 feet to the point of beginning.

A temporary easement 15 feet in width lying adjacent on the  
West to the above-described permanent easement, the same to  
be used by the grantee during the construction of said

completion of the construction thereof, this grant of a temporary easement shall be relinquished by the grantee,

together with the right of entering on said premises for the purpose of construction, reconstruction, inspecting, repairing, replacing, removing and maintaining the same forever together with the right of ingress and egress over the grantor's adjacent lands for the purposes for which the above-mentioned rights are granted.

IN WITNESS WHEREOF, the said grantors have executed this Public Improvement Easement this 1st day of September 1974.

Carl V. Granstrom  
Carl V. Granstrom

Charles L. Davis, Jr.  
Charles L. Davis, Jr., Conservator  
of Shelley Granstrom, a minor

STATE OF KANSAS, COUNTY OF OSAGE, ss:

BE IT REMEMBERED, That on this 25th day of September 1974, before me, the undersigned, a notary public in and for the County and State aforesaid, came Carl V. Granstrom, a single man, and ~~Charles L. Davis, Jr.~~ conservator of Shelley Granstrom, a minor, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged his execution of the same.

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



David Hederstedt  
Notary Public David Hederstedt

commission expires: 8/25/76

KANSAS, COUNTY OF SHAWNEE, ss:

BE IT REMEMBERED, That on this 14th day of September, 1974, before me, the undersigned, a notary public in and for the County and State aforesaid, came Charles L. Davis, Jr. a single man, conservator of Shelley Granstrom, a minor, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged his execution of the same.

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



Jo Ann Merkel  
JO ANN MERKEL  
NOTARY PUBLIC

My Commission Expires June 5, 1978

# PLAT OF SURVEY

Exhibit "C"  
Consisting of 4 pages

This is to certify that I, James H. Brosemer, a registered land surveyor in the State of Kansas, surveyed and monumented a tract of land in the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , section 27, T16S, R14E. I recommend the description on the attached sheet.

ORIGINAL COMPARED WITH RECORD

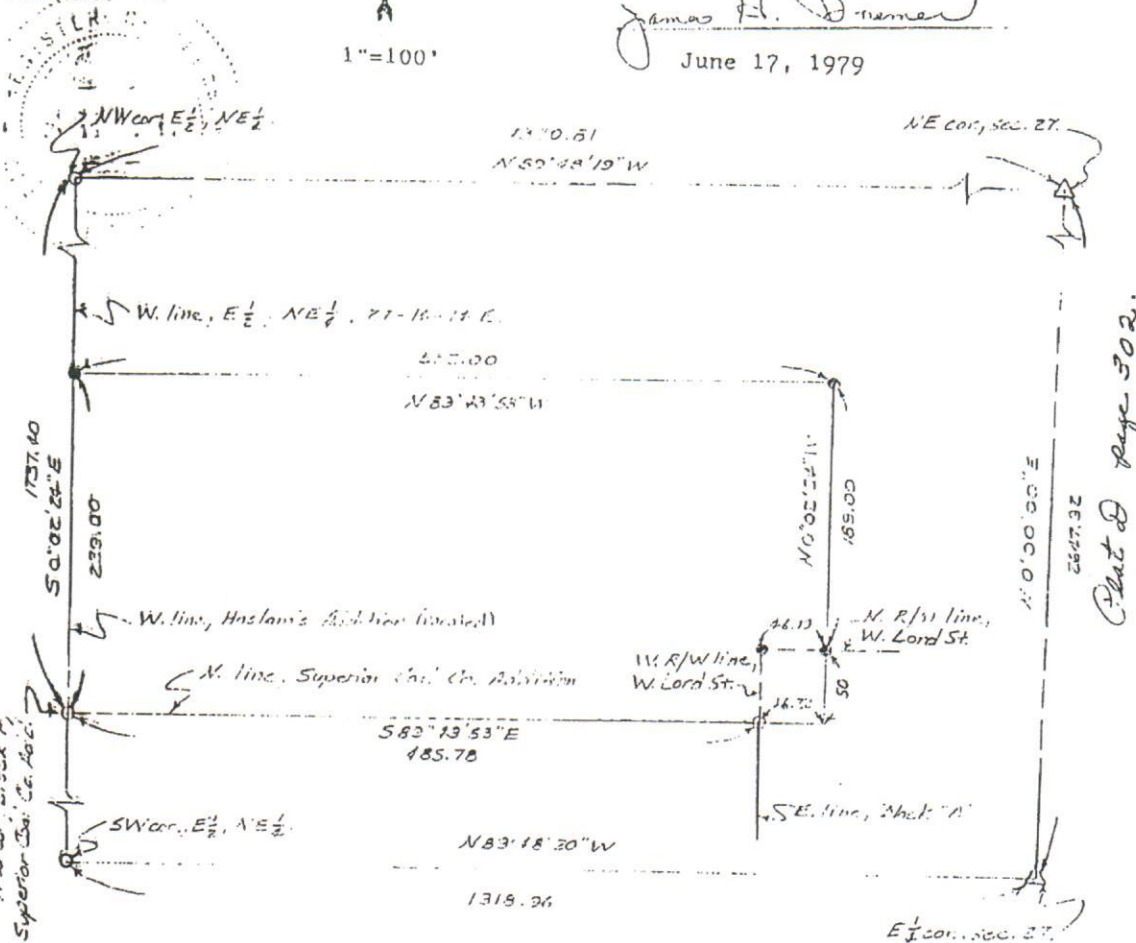
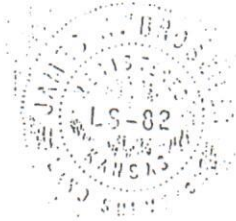
STATE OF KANSAS }  
County of Osage } SS

This instrument filed for record this 15 day of June, A.D. 1979, at 8:30 o'clock, P.M., and duly recorded in Vol. 302, Page 302, of the Register of Deeds of the State of Kansas.



1"=100'

June 17, 1979



## Legend:

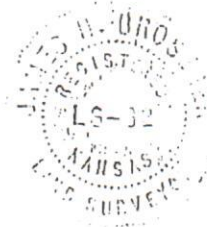
- = 1/2"x24" rebar with plastic cap set.
- ⊙ = 1/2"x24" rebar with plastic cap set survey recorded plat Bk. "D", page 301.
- △ = section cor. found (see survey above for details).

For: Mr. Chester Anderson

By: Brosemer Land Surveys  
Rt. 4  
Osage City, Ks

Plat D = 302.

I, James H. Brosemer, a registered land surveyor in the State of Kansas, recommend the description below:



*James H. Brosemer*

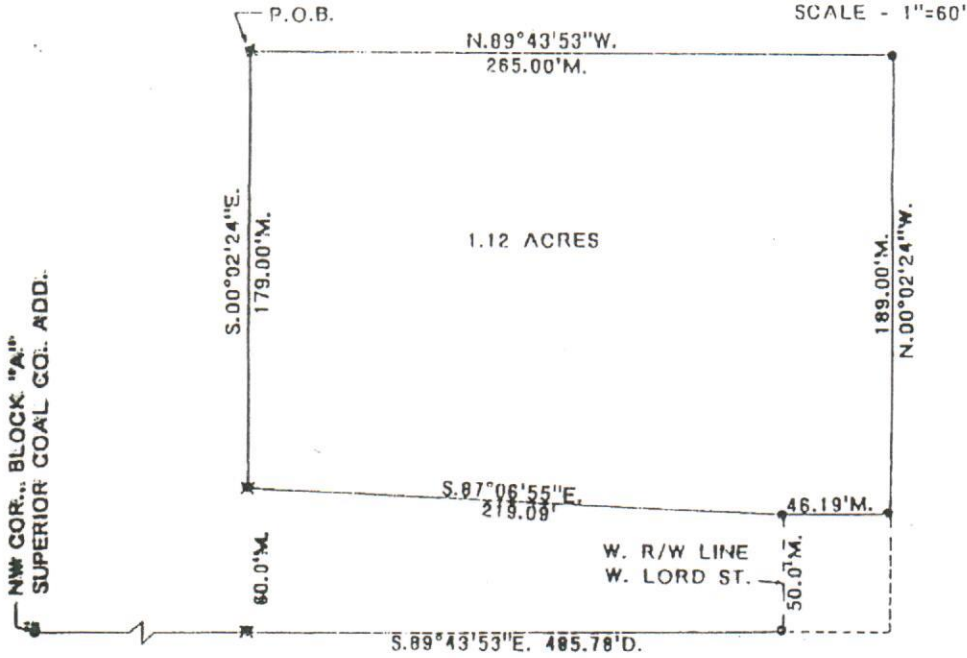
Beginning at a point on the west line of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , section 27, T16S, R14E, 1737.40 ft. south of the NW corner of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , said section 27, said point being the NW corner of Superior Coal Co. Addition's Block "A" to Osage City; thence with an assumed bearing of S89°43'53"E along the north line of said Superior Coal Co. Addition 532.00 ft.; thence N00°02'24"W parallel with the west line of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , said section 27, 239.00 ft.; thence N89°43'53"W parallel with the north line of said Block "A" 532.00 ft. to the west line of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , said section 27; thence S00°02'24"E along the west line of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ , said section 27, 239.00 ft. to the point of beginning.

*Filed in Office*

# REPORT OF SURVEY

M 67 - 504

A 1.12 ACRE TRACT LOCATED IN THE E $\frac{1}{2}$  OF THE NE $\frac{1}{4}$  OF SECTION 27, T16S, R14E, OSAGE COUNTY, KANSAS.

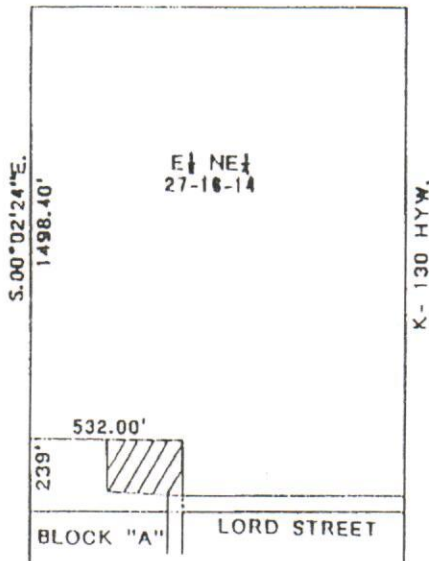


## LEGEND :

- -  $\frac{1}{2}$ " REBAR W/ID CAP FOUND.
- -  $\frac{1}{2}$ "x24" REBAR W/PLASTIC ID CAP SET.

ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS } SS  
County of Osage }  
This Survey Filed for Record this  
8th day of November A.D. 1993  
at 8:15 o'clock A.M., and duly  
recorded in Vol. M 67 Page 504  
Linda E. Massey Reg. of Deeds  
Linda E. Massey



VICINITY MAP  
SCALE- 1"=500'

Legal Description:

A tract of 1.12 acres located in the East half of the Northeast quarter of Section 27, Township 16 South, Range 14 East of the 6th P.M.; Usage County, Kansas; being more particularly described as follows:

Commencing on the West line of said E1/2 NE1/4 at a point 1498.40 feet South of NW corner of said E1/2 NE1/4;  
THENCE South 89°43'53" East parallel with the North line of Superior Coal Company's Addition to Usage City, for a distance of 267.00 feet to the Point of Beginning;  
THENCE South 00°02'24" East parallel with the West line of said E1/2 NE1/4 for a distance of 179.00 feet;  
THENCE South 87°06'55" East for a distance of 219.09 feet;  
THENCE South 89°43'53" East on the North line of Lord Street for a distance of 46.19 feet;  
THENCE North 00°02'24" West for a distance of 189.00 feet;  
THENCE North 89°43'53" West for a distance of 265.00 feet to the point of beginning.

Survey Notes:

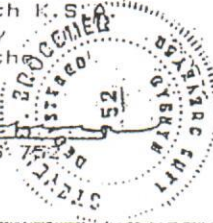
See two surveys by J.H. Brosemer, 1979, recorded in Plat Book D at pages 301 and 302 for the original survey of the entire tract out of which this tract was taken. Large posts were found beside each exterior corner of the original tract.

Certification:

State of Kansas)  
                  ) ss  
County of Usage)

This is to certify and acknowledge that I, Steven S. Brosemer, a registered land surveyor in said County and State, surveyed the above described tract; that said survey does not certify as to ownership or easements; that said survey and report are in compliance with K.S.A. 58-2001 et. seq.; and that this report is, to the best of my knowledge and belief, a true and correct representation of the results of said survey.

*Steven S. Brosemer*  
Steven S. Brosemer RLS 7523



\$8.00 check Filed in Office GeoTech, Inc.

P.O. Box 861/611 Lincoln Emporia, KS 66801

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Proj: 91323

Date: 10-23-91

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The Cherokee & Pittsburg  
Coal and Mining Company,  
a Kansas corporation,  
TO  
Santa Fe Land Improvement  
Company, a California cor-  
poration.

Filed for Record August 23,  
A. D. 1946, at 10:30 A.M.  
Oliver L. Green,  
Reg. of Deeds.

Lease No. 4673

OIL AND GAS LEASE

THIS AGREEMENT made this the 1st day of June, 1946, between The Cherokee & Pittsburg Coal and Mining Company, a Kansas corporation, hereinafter called Lessor, and the Santa Fe Land Improvement Company, a California corporation, with its principal office and place of business at Los Angeles, California, hereinafter called Lessee.

Whereas, lessor, the owner of the mineral reserves underlying the premises hereinafter described, is willing to grant, under the terms and conditions hereinafter set out, and the lessee desires the right to explore, drill for, or otherwise extract and produce oil and/or gas underlying said premises:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I.

Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by lessee, and other good and valuable considerations, receipt of which is now and hereby acknowledged, and of the observance of the covenants herein contained by lessee, hereby grants, leases and lets unto the lessee, for the purpose of investigating, exploring, prospecting, drilling, mining, quarrying, excavating or otherwise extracting and producing oil and/or gas, the following described premises situated in Osage County, Kansas, containing 5,063.06 acres more or less, to-wit:

DESCRIPTION	SECTION	TOWNSHIP	RANGE	ACRES
SW $\frac{1}{4}$	1	16 South	14 East	160.00
NE $\frac{1}{4}$ , except right of way of The AT&SF Ry. Co.	2	16 South	14 East	153.90
SE $\frac{1}{4}$ , except right of way of The AT&SF Ry. Co.	2	16 South	14 East	153.00
E $\frac{1}{2}$ NW $\frac{1}{4}$	2	16 South	14 East	81.10
SW $\frac{1}{4}$	2	16 South	14 East	160.00
NE $\frac{1}{4}$	3	16 South	14 East	161.47
S $\frac{1}{2}$	3	16 South	14 East	320.00
E $\frac{1}{2}$ NW $\frac{1}{4}$	3	16 South	14 East	80.10
N $\frac{1}{2}$ NE $\frac{1}{4}$	10	16 South	14 East	80.00
NW $\frac{1}{4}$	10	16 South	14 East	160.00
W $\frac{1}{2}$	11	16 South	14 East	320.00
NE $\frac{1}{4}$	13	16 South	14 East	160.00
SE $\frac{1}{4}$	13	16 South	14 East	160.00
W $\frac{1}{2}$ , except right of way of The AT&SF Ry Co.	13	16 South	14 East	289.00
E $\frac{1}{2}$	14	16 South	14 East	320.00
SW $\frac{1}{4}$	14	16 South	14 East	160.00
W $\frac{1}{2}$	15	16 South	14 East	320.00
SE $\frac{1}{4}$ , exc. SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	15	16 South	14 East	150.00
N $\frac{1}{2}$	22	16 South	14 East	320.00
NE $\frac{1}{4}$	23	16 South	14 East	160.00
NE $\frac{1}{4}$ SE $\frac{1}{4}$	23	16 South	14 East	40.00
N $\frac{1}{2}$ NW $\frac{1}{4}$	23	16 South	14 East	80.00
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	23	16 South	14 East	20.00
W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	23	16 South	14 East	5.00
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	23	16 South	14 East	20.00
SW $\frac{1}{4}$ SE $\frac{1}{4}$ , being S.47-1/6' of North 87-1/6' lying north of Lot 46, Block 2, S&A Addition to Osage City	23	16 South	14 East	.24
Pt. SW $\frac{1}{4}$ SE $\frac{1}{4}$ , being a tract of land lying east of the east line of 6th Street in Osage City extended, being 225' E&W x 280' N&S 1000' to 1280' North of Section line.	23	16 South	14 East	1.45
W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	16 South	14 East	20.00
E $\frac{1}{2}$ NE $\frac{1}{4}$	25	16 South	14 East	80.00
E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$	25	16 South	14 East	40.00
North 3/4ths of SE $\frac{1}{4}$	25	16 South	14 East	120.00
N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	25	16 South	14 East	20.00
N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	27	16 South	14 East	10.00
W $\frac{1}{2}$ NE $\frac{1}{4}$	27	16 South	14 East	80.00
SW $\frac{1}{4}$ NE $\frac{1}{4}$	7	16 South	15 East	40.00
SE $\frac{1}{4}$	7	16 South	15 East	160.00
SE $\frac{1}{4}$	18	16 South	15 East	160.00
NE $\frac{1}{4}$	19	16 South	15 East	160.00
NW $\frac{1}{4}$	19	16 South	15 East	137.80
TOTAL				5,063.06

SECTION II.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ninety-nine (99) years (hereinafter called "primary term"), and as long thereafter as oil and/or gas is being produced from any well on said premises.

SECTION III.

The royalties reserved by lessor, and which shall be paid by lessee, free of cost to lessor, are:

Exhibit "D" consisting  
of 4 pages

(a) On OIL, the equal of one-eighth (1/8) part of that produced and saved from said premises, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected, or to the credit of lessor, in the pipe line or tanks to which lessee may connect its well or wells. It is understood and agreed that lessee may (and is hereby given the express right hereunder to) at its option, from time to time purchase from lessor such one-eighth (1/8) royalty, at the prevailing market price, as posted by major purchasers in the field or district in which the oil is produced, for oil of like grade and gravity obtaining on the day such oil is run into the pipe line, or into storage tanks. It is further understood and agreed that lessee shall not be required to segregate lessor's royalty oil from the lessee's portion of the oil, nor shall lessee be required to furnish storage for lessor's oil for a period to exceed thirty (30) days. It is understood and agreed that should the lessee neither be able to sell the oil nor care to exercise its option to purchase lessor's royalty oil, lessor shall be responsible for and sustain the expense of marketing, storing, or otherwise disposing of its royalty oil.

(b) On GAS AND ALL OTHER GASEOUS OR VAPOROUS SUBSTANCES PRODUCED FROM THE LEASED PREMISES HEREUNDER, one-eighth (1/8) of the proceeds from the sale of gas from wells where gas only is found, and where not sold nor used as provided in paragraph (c) next following lessee shall pay Fifty Dollars (\$50.00) per annum as royalty from each such well, and while such royalty is so paid each such well shall be held to be a producing well under paragraph numbered 2 hereof.

(c) On GAS produced from said premises from either oil or gas wells and sold or used off the premises, the market price at the well of one-eighth (1/8) of the gas so sold or used, provided that when lessee shall sell gas at the wells lessor's royalty thereon shall be one-eighth (1/8) of the amount realized from such sales. In the event lessee shall itself use gas produced hereunder in the manufacture of gasoline or other products therefrom, or the residue thereof (and such right is hereby expressly affirmed), royalty to lessor shall be one-thirty-second (1/32) of the market value at the plant of the gasoline or other product manufactured therefrom, the quantity of production to be ascertained in the manner generally recognized in the industry.

#### SECTION IV.

Lessor further agrees, in consideration of the initial consideration hereof and other covenants and provisions of this lease, that the amount and extent of exploration and development of the premises hereinabove described in Section 1, or any fraction thereof, shall at all times be optional with the lessee, and the lessee shall be the sole judge of the extent and diligence with which the operations under this lease shall be carried on. However, lessee shall be, and is hereby, required to proceed with diligence to a degree only sufficient to protect the premises of lessor from drainage by a well or wells producing on contiguous land, where such said well or wells are located upon land not owned by the lessor and not included in this lease, but then only if said well or wells on contiguous land, not owned by lessor and not included in this lease, shall be of sufficient size and it or their output of sufficient quantity and value that lessee may reasonably expect to be reimbursed with profit for its cost of drilling and operating a well or wells on this lease, opposite a well or wells located upon contiguous land not owned by lessor and not covered by this lease. It is understood and agreed that in lieu of drilling a well or wells on premises under this lease opposite a well or wells on contiguous land not owned by lessor and not covered by this lease, lessee may defer, and shall have the right, at its option and for as long as it may desire, to defer the commencement of drilling a well or wells on the premises under this lease opposite a well located upon contiguous land not owned by lessor and not covered by this lease as are hereinabove described, by payment to lessor of a penalty royalty equal in amount to one-sixteenth (1/16) of the current market price, posted by so-called major purchasers for like production in the district in which it is being produced, for the quantity produced and saved from a well or wells on contiguous land not owned by lessor and not included in this lease.

It is understood that the above provision as to exploration, development, and diligence with which operations shall be carried on shall express the full measure of duty that shall devolve upon lessee as to diligence in exploration and development, and that no implied covenant shall ever be read into this lease, and that no failure on the part of the lessee or its assigns to explore or develop any of said premises shall ever be construed as an abandonment of the rights of the lessee or its assigns under this lease, or of its or their rights in or to the oil or gas in or under the above described premises, or any part thereof.

#### SECTION V.

Notwithstanding anything in this lease contained to the contrary, if, after the expiration of the primary term of this lease, production of oil and/or gas on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well or other development within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and if production results therefrom then as long as production continues. If at the expiration of the primary term oil or gas is not being produced from said premises but lessee is then engaged in drilling operations thereon, the lease shall remain in force so long as drilling operations are prosecuted, and if they result in production of oil and/or gas, so long thereafter as oil and/or gas is produced from any well on said premises.

#### SECTION VI.

Lessee shall have the free use of oil, gas and water from said premises excepting only water from wells not owned by lessee, for all operations hereunder, and the royalty on oil and/or gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property, fixtures, structures, and appurtenances placed by lessee on said premises, including the right to draw and remove all casing. When required, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said premises without owner's consent.

#### SECTION VII.

The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their respective successors, legal representatives, or assigns, but no change or division in ownership of the premises or royalty however accomplished shall operate to enlarge or diminish the rights of the lessee. If the leased premises shall hereafter be owned severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to drill off-set wells on separate tracts into which the premises covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or to parts of the above described premises, and the holder or owner of the lease on any such part or parts shall fail or make default of the proportion of the considerations due hereunder from him or them, such default shall not operate to default or affect this lease insofar as it covers a part or parts of said premises upon which the said lessee, or any assigns hereof, shall make due payments. No sale or assignment by lessor shall be binding upon lessee until lessee shall be furnished with a certified copy of recorded instrument evidencing the same. If at any time there be as many as six parties entitled to royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee a common agent to receive all payments due hereunder.

#### SECTION VIII.

In all instances in which lessee, by this lease, is expressly required or obligated to perform any particular act, or to begin or carry on any operations or in which it shall have the right, at its option, to do so, any delay on account of floods, washouts, strikes, lock-outs, the elements, acts of God, or other causes beyond its control, shall not be computed as any part of the time within which such act shall be begun or performed.

#### SECTION IX.

Lessor further agrees that this lease and the rights of the lessee hereunder shall never be considered or held to be abandoned, nor any portion of the acreage covered thereby during the primary period of this lease, and if the term be extended beyond the primary period by discovery and production of oil and/or gas, this lease and the rights of the lessee hereunder shall never be considered nor held to be abandoned unless the lessee shall for a period of sixty (60) days cease all development and operations of every kind and character, and during any such extension beyond the primary period of this lease and so long as lessee shall not cease for a period of sixty (60) days all development and operations of every kind and character, no part of the acreage covered by this lease, nor the lessee's rights herein shall be considered or held as abandoned unless the lessee shall expressly in writing notify the owner of any such acreage that it does abandon such acreage.

It is expressly understood and agreed that lessee may at any time surrender this lease as to the entire acreage covered hereby, or any portion of such acreage, by delivering or mailing a release thereof to the lessor, or placing a release thereof of record in the proper county.

#### SECTION X.

All taxes for and after the year 1946 during the term of this lease which shall be separately assessed upon said oil or gas, or the products thereof, shall be paid one-eighth (1/8) by the lessor and seven-eighths (7/8) by the lessee whether such oil or gas remain in place in the earth or be removed therefrom. The lessee shall also pay all taxes assessed upon personal property placed upon said premises by the lessee and shall also pay all taxes assessed upon or properly attributable to any improvements and works placed upon said premises by the lessee. In the event any part of the taxes payable by either party hereunder shall be paid by the other party hereto the party paying the same shall upon demand be promptly reimbursed by the party liable therefor with interest on the amount paid at the rate of eight per cent (8%) per annum.

#### SECTION XI.

Lessor hereby warrants and agrees to defend its title to said mineral reserves, and agrees that lessee at its option may discharge any tax, mortgage, or other lien upon said mineral reserves, and in event lessee does so, it shall be subrogated to such lien with the right to enforce same, and apply royalties accruing hereunder toward satisfying same. Without the impairment of lessee's right under the warranty in event of failure of title, it is agreed that if lessor owns an interest in said mineral reserves less than the entire estate, then the royalty to be paid lessor shall be reduced proportionably.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

THE CHEROKEE & PITTSBURG COAL AND MINING COMPANY  
By R. D. Lutton  
Its President  
Lessor.

ATTEST:  
J. W. Alexander  
Its Assistant Secretary

(CORPORATE SEAL)

SANTA FE LAND IMPROVEMENT COMPANY  
By C. F. Mappes  
Its Vice President  
Lessee.

STATE OF ILLINOIS ) ss  
COUNTY OF COOK )

BE IT REMEMBERED, That on this 19th day of August A. D. 1946, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid, came  
R. D. Lutton,  
who is personally known to me to be the same person who executed the foregoing in-  
strument of writing as the President of The Cherokee & Pittsburg Coal and Mining  
Company, and said person duly acknowledged the execution of the same to be the act  
of said Corporation.

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

Oscar M. Carlson  
Notary Public, Cook County,  
Illinois.

(NOTARIAL SEAL)

My commission expires October 28, 1946.

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