 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	File #201910052

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

Issuing Agent:

Peimann Title & Escrow, Inc.
 621 Topeka Ave. - PO Box 641
 Lyndon, KS 66451
 785-828-3736

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
Arbitration provision intentionally removed.

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 First American Title™	ALTA Commitment for Title Insurance <small>ISSUED BY</small> First American Title Insurance Company
<h1>Schedule A</h1>	

Transaction Identification Data for reference only:

Issuing Agent: Peimann Title & Escrow, Inc.
 Issuing Office: 621 Topeka Ave., P.O. Box 641, Lyndon, KS 66451
 ALTA® Universal ID: 0001220
 Loan ID No.:
 Commitment No.: 201910052
 Issuing Office File No.: 201910052
 Property Address: , , KS
 Revision No.:

SCHEDULE A

1. Commitment Date: October 29, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA® Own. Policy (08/01/16) Policy
 Proposed Insured: A buyer to be determined
 Proposed Policy Amount
 - (b) ☐ ALTA® Loan Policy (08/01/16) Policy
 Proposed Insured:
 Proposed Policy Amount
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 Guelda F. Gourley Revocable Trust dated February 14, 1997, as to Tract I and
 Henry J. Gourley Revocable Trust dated February 14, 1997, as to Tract II
5. The Land is described as follows:

Tract I
 The North 1/2 of the Northwest 1/4 of Section 15, Township 18 South, Range 16 East of the 6th P.M., in Osage County, Kansas.

Tract II
 The South 1/2 of the Northwest 1/4 of Section 15, Township 18 South, Range 16 East of the 6th P.M., in Osage County, Kansas.

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Schedule A
(Continued)

Commitment No.: 201910052

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Peimann Title & Escrow, Inc.


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AMERICAN
LAND TITLE
ASSOCIATION



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

Commitment No.: 201910052

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. We require a copy of the Guelda F. Gourley Revocable Trust dated February 14, 1997 and any amendments thereto be held in our files.
6. We reserve the right to make additional requirements pertaining to Requirement No. 5.
7. We require a copy of the Henry J. Gourley Revocable Trust dated February 14, 1997 and any amendments thereto be held in our files.
8. We reserve the right to make additional requirements pertaining to Requirement No. 7.
9. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Guelda F. Gourley Revocable Trust dated February 14, 1997 to A buyer to be determined conveying Tract I of subject land and said deed must further state whether said Trust is revocable or irrevocable, and stating that they are the present trustee(s) and that said trustee(s) are authorized to convey the described real estate and that said trust is in existence and further, if said trust is a revocable trust, we require the following additional information: Name of the Original Grantor-Settlor of said Trust; whether said Grantor-Settlor is living or deceased; the marital status of said Grantor-Settlor; the name of the spouse of said Grantor-Settlor, if they are married, and if so, whether the Grantor-Settlor's current spouse joined in the conveyance of the described property to the trust, and if the Grantor-Settlor is deceased, the name of the surviving spouse and if said surviving spouse joined in the conveyance of the described property to the trust.
10. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Henry J. Gourley

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Schedule B
(Continued)

Commitment No.: 201910052

Revocable Trust dated February 14, 1997 to A buyer to be determined conveying Tract II of subject land and said deed must further state whether said Trust is revocable or irrevocable, and stating that they are the present trustee(s) and that said trustee(s) are authorized to convey the described real estate and that said trust is in existence and further, if said trust is a revocable trust, we require the following additional information: Name of the Original Grantor-Settlor of said Trust; whether said Grantor-Settlor is living or deceased; the marital status of said Grantor-Settlor, the name of the spouse of said Grantor-Settlor, if they are married, and if so, whether the Grantor-Settlor's current spouse joined in the conveyance of the described property to the trust, and if the Grantor-Settlor is deceased, the name of the surviving spouse and if said surviving spouse joined in the conveyance of the described property to the trust.

11. If Peimann Title & Escrow, Inc. 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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Schedule B
(Continued)

Commitment No.: 201910052

SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2019, and thereafter.
8. Lien of taxes for the year 2019 and all subsequent years. Taxes for the year 2018 and prior years are paid in full. Amount of 2018 taxes: \$228.68. Tax ID No. 10113, as to Tract I. NONE NOW DUE AND PAYABLE.
9. Lien of taxes for the year 2019 and all subsequent years. Taxes for the year 2018 and prior years are paid in full. Amount of 2018 taxes: \$207.94. Tax ID No. 10113.1, as to Tract II. NONE NOW DUE AND PAYABLE.
10. Subject to Vacation of Road recorded in County Commissioners' Journal "O" at page 81, vacating road along the North side of Tract II.
11. Subject to Oil and Gas Lease in favor of Emery Energy, Inc., recorded April 23, 2002 in the Office of the Register of Deeds of Osage County, Kansas, in Book M 32, page 467, as to Tract II.
12. Subject to Easement Conveyance to Kansas City Power & Light Company recorded January 29, 1949 in the Office of the Register of Deeds of Osage County, Kansas in Book 30 Misc., page 605, shown at Exhibit "A".
13. Subject to Easement in favor of United Telephone Company of Kansas, Inc., recorded August 4, 1970 in the Office of the Register of Deeds of Osage County, Kansas in Book M 11, page 52, shown at Exhibit "B".

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Schedule B
(Continued)

Commitment No.: 201910052

14. Subject to Grant of Permanent Easement to the State of Kansas, recorded October 1, 1976 in the Office of the Register of Deeds of Osage County, Kansas, in Book M 23, page 467, shown at Exhibit "C", all Exhibits attached hereto and by reference made a part hereof.
15. Subject to Oil and Gas Lease in favor of Western Land Services, Inc. recorded April 23, 2002 in the Office of the Register of Deeds of Osage County, Kansas, in Book M 97, page 416 and later assigned to M & S Methane Development, LLC, by Assignment of Oil and Gas Leases recorded February 11, 2003 in the Office of the Register of Deeds of Osage County, Kansas, in Book N 2, page 125, Affidavit recorded May 9, 2003 in the Office of the Register of Deeds of Osage County, Kansas in Book N 3, page 247 and later assigned to Burlington Resources Oil & Gas Company LP, by Assignment and Bill of Sale recorded July 2, 2003 in the Office of the Register of Deeds of Osage County, Kansas, in Book N 4, page 17 and later assigned to Meritage Energy Partners, LLC, by Assignment and Bill of Sale recorded January 23, 2004 in the Office of the Register of Deeds of Osage County, Kansas, in Book N 6, page 530 and later assigned to Meritage Energy Partners, LLC, by Partial Assignment of Overriding Royalty Interest recorded January 23, 2004 in the Office of the Register of Deeds of Osage County, Kansas, in Book N 6, page 531.
16. Subject to easements and rights of way for highways, streets and roads.
17. Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2, 1984 in the Office of the Register of Deeds of Osage County, Kansas in Book M 41 at page 926 and all amendments thereto.

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Eldee McNabb and :
Reta McNabb, his wife, :
TO : Easement
Kansas City Power & :
Light Company, a cor- :
poration. :

No. 38854
EASEMENT CONVEYANCE
(Individual)

Filed for Record January
29th 1949, at 8:00
o'clock A.M.
Oliver L. Green
Register of Deeds.

This contract, made on this 2nd day of December 1948, by and between
Eldee McNabb and Reta McNabb his wife
of the County of Osage and State of Kansas part 1es
of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part,
Witnesseth:

The part 1es of the first part in consideration of the sum of one dollar and other good and
valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, do by these
presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and
erect, construct and maintain poles and wires for the transmission and conveyance of electric energy and for communication
purposes over, along and across the following lands in the County of Osage and State of Kansas
viz: set poles, string wires, overhang crossarms, set necessary anchors,
maintain proper tree clearance on over and across the northwest 1/4 of
Section 15 T. 18S. R. 16E. poles to be set approx. 30 feet from the west
property fence lines.

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and assigns,
as long as the same may be used for such purposes.

In Testimony Whereof we have hereunto set our hand and seal the day and year above written.
State of Kansas } Eldee McNabb
County of Osage } ss. Reta McNabb

I, Royce O. Gragg, a Notary Public within and for the county aforesaid, do hereby certify
that on this 2nd day of December, A. D. 1948, before me personally appeared within the
county aforesaid Eldee McNabb and Reta McNabb his wife
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed. And I further certify that my notarial commission expires on the
11th day of August, A. D. 1952.

In Testimony Whereof, I have hereunto set my hand and
notarial seal the day and year above written.

Notary Public Royce O. Gragg
County of Osage State of Kansas

(NOTARIAL SEAL)

EXHIBIT "A"
Consisting of 1 page

STATE OF KANSAS, } SS
County of Osage.
This instrument Filed for Rec
this 4th day of August A.D. 19
at 3:45 o'clock P.M., and
recorded in Vol. M.L. Page 5
Melvern, Kansas Reg. of De

Received of the UNITED TELEPHONE COMPANY OF KANSAS, INC.
Forty and 00/100 -----Dollars (\$ 40.00), in consideration of which the
undersigned hereby grant and convey unto said Company, its associated and allied
companies, its and their respective successors, assigns, lessees and agents, a right
of way and easement to construct, operate, maintain, replace and remove such under-
ground communication systems as the Grantees may from time to time require, consisting
of cables and wires, surface testing terminals, markers and other necessary appurte-
nances, upon, over and under a strip of land one rod wide across the land which the
undersigned own or in which the undersigned have any interest in

along the west side of the northwest 1/4 of Section 15,
T-18-S, R-16-E

EXHIBIT "B"
Consisting of 1 page

County of Osage, State of Kansas, together with the following rights:
Of ingress and egress over and across the lands of the undersigned to and from said
strip for the purpose of exercising the rights herein granted; to place surface
markers beyond said strip; surface markers and surface testing terminals are to be
placed only in fence lines, stream banks or along right of ways or boundary lines;
to clear and keep cleared all trees, roots, brush and other obstructions from the
surface and subsurface of said strip; to install temporary gates in any fences cross-
ing said strip. Following construction of the system, Grantee shall replace and
restore to the same condition all fences and structures on or under the land of the
Grantors which shall be in any way damaged or removed during the construction of the
system. The undersigned for themselves, their heirs, executors, administra-
tors, successors and assigns, hereby covenant that no structure shall be erected or
permitted on said strip. The Grantors are to be paid for all damages caused by the
Grantee, their agents, contractors or employees during the construction or operation
or maintenance of said line. The parties agree that any damages caused by the Grantee,
their agents, contractor or employees during the construction or maintenance of said
line shall be paid to the Grantors following final construction. Signed and sealed
this 23rd day of July, 1970, at Melvorn, Kansas

Witness:

[Signature] (Seal)
R. E. Criss (Seal)
x Ruth E. Criss (Seal)
Ruth E. Criss

STATE OF _____)
COUNTY OF _____) ss

Before me, the undersigned authority
on this day personally appeared.....
.....
to me known to be the person.....
described in, and who executed the fore-
going instrument, and acknowledged that
.....
executed the same as.....
.....
free act and deed.

In testimony whereof, I have hereunto
set my hand and affixed my official seal
this.....day of.....19.....

Notary Public

My commission expires.....19.....

STATE OF Kansas)
COUNTY OF Osage) ss

Before me, the undersigned authority
on this day personally appeared.....
R. E. Criss Ruth E. Criss.....
.....
to me known to be the person.....
described in, and who executed the fore-
going instrument, and acknowledged that
.....
executed the same as.....
.....
free act and deed.

In testimony whereof, I have hereunto
set my hand and affixed my official seal
this 30th day of July.....1970.....

Arlon E. Tiffany
Arlon E. Tiffany
Notary Public
Arlon E. Tiffany

My commission expires April 23 1972.



EXHIBIT "C"
Consisting of 3 pages

G-1

COUNTY OSAGE R/W TRACT 15
PROJECT 31-70 RS 1135 (9)
DATE 06/16/76

KANSAS DEPARTMENT OF TRANSPORTATION

* * * * *

Oct 76 *****
00 A 86 ***** GRANT OF PERMANENT EASEMENT *****
M 23 *****
en Leuszler.

KNOW ALL MEN BY THESE PRESENTS, That this instrument
made this 14th day of August, 1976, between _____
James J. Klein and Constance Y. Klein, husband and wife and Bernard J. Klein
/a single person

of Johnson County, Kansas, parties of the first
part, and the State of Kansas, party of the second part:

WITNESSETH, That parties of the first part, in
consideration of the sum of One dollar (\$1.00) and other valuable
considerations _____ Dollars
to them in hand paid by party of the second part,
receipt whereof is hereby acknowledged, by these presents
do ___ grant, bargain, sell and convey unto the party of the
second part a permanent easement for highway purposes over
and upon the following described real estate lying and
situate in the County of Osage and
State of Kansas, to wit:

A tract of land in the Northwest Quarter of Section 15, Township 18 South, Range 16 East of the 6th P.M., described as follows: BEGINNING at the Northwest corner of said Quarter Section; thence North 88 degrees 27 minutes East, 64.1 feet along the North line of said Quarter Section; thence South 01 degree 57 minutes East, 599.8 feet; thence South 04 degrees 48 minutes East, 200.2 feet; thence South 01 degree 57 minutes East to a point on the South line, 56.0 feet East of the Southwest corner of said Quarter Section; thence South 88 degrees 34 minutes West, 56.0 feet along said South line to the West line of said Quarter Section; thence North 02 degrees 20 minutes West along said West line to the place of beginning. The above contains 2.29 acres, more or less, exclusive of the existing highway.

G-2

reserving to parties of the first part, their heirs, executors, administrators, trustees and assigns all oil and gas minerals under or in said land. It is understood and agreed that the party of the second part is acquiring said real estate for state highway purposes.

And the parties of the first part for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the

second part that at delivery of these presents they are lawfully seized of an estate in fee simple in all and singular the above granted and described premises with the appurtenances thereto, except for right of way of any existing public highway thereon; that the same are free and clear of and from all and every incumbrance whatsoever, except

Mortgage in favor of R.E.Griss and Ruth E.Griss, husband and wife

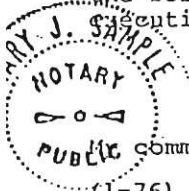
and that they will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

IN WITNESS WHEREOF, Said parties of the first part have hereunto set their hands the day and year first above written.

James J. Klein
James J. Klein
Constance Y. Klein
Constance Y. Klein
Bernard J. Klein
Bernard J. Klein

STATE OF KANSAS, Johnson COUNTY, SS.

On this 19 day of August A.D. 19 46, before me, a notary public in and for said county and state, personally appeared James J. Klein, Constance Y. Klein, and Bernard J. Klein to me known to be the person s named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.



Mary J. Sample
Mary J. Sample Notary Public
Commission expires Sept. 9 19 48

Peimann Title & Escrow, Inc.

621 Topeka Avenue, P.O. Box 641

Lyndon, KS 66451

David L. Peimann, President, Licensed Abstractor & Licensed Title Insurer

Phone (785) 828-3736

Fax (785) 828-3127

website: www.peimanntitle.com

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any person or financial information. We agree that you have a right to know how we will utilize the personal or financial information you provide to us. Therefore, we have adopted the Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, or affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.