

# COMMITMENT FOR TITLE INSURANCE

Issued By



**Agents National Title Insurance**

Agents National Title Insurance Company  
1207 West Broadway Suite C  
Columbia, MO 65203  
Phone 866-483-2763

Fax 573-442-3927

[www.agentstitle.com](http://www.agentstitle.com)

COMMITMENT JACKET NUMBER

KS2226125-CJ1

File #202006102

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *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.

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- (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**

- (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.

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



**Transaction Identification Data for reference only:**

Issuing Agent:  
Commitment No.: KS2226125-CJ1  
Issuing Office File No.: 202006102  
Property Address: 0000 W 325th Street, Lebo, KS 66856

**SCHEDULE A**

1. Commitment Date: June 26, 2020 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: TBD
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:  
Karla M. Schulte and Herman J. Schulte Trustees of Karla M. Schulte Trust dated August 1, 2013
5. The land referred to in this Commitment is described as follows:  
  
Tract I  
The Northwest 1/4 of Section 24, Township 18 South, Range 15 East of the 6th P.M., except the A.T. & S.F. Railroad right of way and except a tract of land commencing 25 feet South of the Northeast corner of the Northwest 1/4; thence West 780 feet parallel with section line, thence South 125 feet, thence East 780 feet, thence North 125 feet to the place of beginning.  
  
Tract II  
The West 1/2 of the Northeast 1/4 of Section 24, Township 18 South, Range 15 East of the 6th P.M., in Osage County, Kansas.

AdVanced Title, LLC

  
Authorized Signature or Signatory

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



202006102



## **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.  
  
Trustee's Deed from Karla M. Schulte and Herman J. Schulte Trustees of Karla M. Schulte Trust dated August 1, 2013 to A Buyer to be Determined.
5. We require a Certification of the Trust be executed by Karla M. Schulte and Herman J. Schulte Trustees of the Karla M. Schulte Trust dated August 1, 2013 and any subsequent amendments thereto stating 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, said Certification of Trust to be held in our files.
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  
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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 2020 and all subsequent years. Taxes for the year 2019 and prior years are paid in full. Amount of 2019 taxes: \$2,085.78. Tax ID No. 10030 (includes additional land). NONE NOW DUE AND PAYABLE.
8. Subject to Right of Way in favor of Cities Service Gas Company dated May 15, 1928 and recorded June 2, 1928 in the Office of the Register of Deeds of Osage County, Kansas, in Book 21 Misc., page 144, shown at Exhibit "A".
9. Subject to Right of Way in favor of Cities Service Gas Company recorded June 12, 1928 in the Office of the Register of Deeds of Osage County, Kansas, in Book 21 Misc., page 148, shown at Exhibit "B".
10. Subject to Grant of Right of Way in favor of Cities Service Gas Company recorded June 20, 1928 in the Office of the Register of Deeds of Osage County, Kansas, in Book 21 Misc., page 165, shown at Exhibit "C".

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ALTA Commitment Form - Schedule B - Part II  
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## SCHEDULE B - PART II

(Continued)

11. Subject to Affidavit recorded July 21, 1928 in the Office of the Register of Deeds of Osage County, Kansas in Book Misc., 21, page 186, shown at Exhibit "D".
12. Subject to Report of Commissioners recorded July 21, 1928 in the Office of the Register of Deeds of Osage County, Kansas in Book Misc., 21, page 188, shown at Exhibit "E".
13. Subject to Certificate of Incorporation for Frog Creek Watershed (Joint) District No. 19 Coffey & Osage Counties, Kansas, recorded September 9, 1958, shown at Exhibit "F".
14. Subject to Right of Way Agreement in favor of W.E.G. Dial Telephone, Inc., recorded August 30, 1961 in the Office of the Register of Deeds of Osage County, Kansas, in Book 38 Misc., page 226, shown at Exhibit "G".
15. Subject to Oil and Gas Lease recorded October 16, 1920 in the Office of the Register of Deeds of Osage County, Kansas in Book Lease D, page 9 and later assigned to W. H. Warner heirs and assigns by Assignment recorded October 16, 1920 in the Office of the Register of Deeds of Osage County, Kansas in Book 17 Misc., page 563, shown at Exhibit "H", all Exhibits attached hereto and by reference made a part hereof.
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.
18. Subject to any portion of subject land which is being used and occupied as a private cemetery.

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ALTA Commitment Form - Schedule B - Part II  
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T.T. Lusk Estate :  
N.W. 1/4 NE - 24-10-15 Usage Co. :  
TC :  
Cities Service Gas Co :  
Filed for record June 2nd, A.D. 1928, at S.F.H.  
Sadie Williams, Register of Deeds.

State of Kansas, County of Usage, ss.

KNOW ALL MEN BY THESE PRESENTS: THAT FOR AND IN CONSIDERATION OF Fifty (50) cents per rod to them paid, the receipt of which is hereby acknowledged, J.C. Lusk, widow; J.S. Lusk and Blanche, his wife; J.C. Lusk and Beatrice, his wife; Howard B. Lusk, and Emma his wife; Howell B. Lusk and Emma Ethel his wife, do hereby grant and convey to Cities Service Gas Company, a corporation, with offices at Bartlesville, Oklahoma, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, over and through their lands; described herein, to-wit:

Said lands lying within Usage County, State of Kansas, described as follows:

The Northwest Quarter; and the West Half of the Northeast Quarter, of Section 24, Township 18 South, Range 15, East of the 6th P.M.

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto Cities Service Gas Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantees to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Cities Service Gas Co., who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, and repairing of said pipe lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantees, their heirs or assigns; one by Cities Service Gas Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time fifty (50) Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness our hands, this 15 day of May, 1928.

Signed and delivered in the presence of the undersigned witnesses:--

J.C. Lusk  
Beatrice Lusk  
Howell B. Lusk  
Emma Ethel Lusk

H.E. Lusk  
J.S. Lusk  
Blanche B. Lusk  
Howard B. Lusk  
Emma Lusk

State of Kansas, County of Shawnee, ss.

On this 16th day of May, 1928, before me, the undersigned, a Notary Public in and for the County/State aforesaid, personally appeared J.S. Lusk and Blanche D. Lusk, his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that -- executed the same as -- free and voluntary act and deed for the uses and purposes therein set forth.

Charles F. Pomeroy  
Notary Public.

(NOTARIAL SEAL)  
My commission expires Apr. 23, 1930

State of Kansas, County of Coffey, ss.

Before me, a Justice of the Peace, in and for said County and State, on this day personally appeared Howell B. Lusk and Emma Ethel Lusk, his wife, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17 day of May A.D. 1928.

B.R. Evans, Justice of the Peace,  
Lincoln Township, said County.

(SEAL)

State of Kansas, Coffey County, ss.

On this 22 day of May, A.D. 1928, before me, the undersigned a Notary Public, duly commissioned and qualified for and residing in said county, personally came E.E. Lusk, a widow to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

E.M. Ferrow  
Notary Public.

(NOTARIAL SEAL)

My commission expires the 11th day of Mar. 1929.

State of Kansas, County of Usage, ss.

Before me, B.B. Jewell, a Notary Public in and for the County of Usage in the State of Kansas on this day personally appeared J.S. Lusk and Blanche Lusk, his wife; and Howard B. Lusk and Emma Lusk, his wife, personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22 day of May, A.D. 1928.

B.B. Jewell  
Notary Public in and for  
Usage County, Kansas.

(NOTARIAL SEAL)

Com exp April 29, 1929.

Exhibit "A" consisting of 1 page

Cities Service Gas Co. :  
TO : Application. ✓  
THE PUBLIC :

21. misc pgs 48  
Filed for Record June 12th, A.D. 1928  
at 10 A.M.  
Sadie Williams, Register of Deeds.

IN THE DISTRICT COURT OF OSAGE COUNTY, KANSAS.  
IN THE MATTER OF THE APPLICATION OF THE CITIES  
SERVICE GAS COMPANY, A DELAWARE CORPORATION AND  
FOR THE APPOINTMENT OF COMMISSIONERS TO LAY OUT  
A RIGHT OF WAY FOR A TWENTY INCH PIPE LINE FOR  
THE TRANSPORTATION OF NATURAL GAS AND TO MAKE  
APPROPRIATE AND ASSESSMENT OF DAMAGES THEREFOR.

APPLICATION

TO THE HONORABLE C.E. CARROLL, JUDGE OF THE DISTRICT COURT OF OSAGE COUNTY,  
STATE OF KANSAS:

Comes now the Cities Service Gas Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, having its principal offices and correct post office address at Bartlesville, Oklahoma, and being duly authorized to transact business in the State of Kansas, and represents that it is engaged in the business of producing, marketing, purchasing, selling and transporting natural gas by means of pipe lines originating in the State of Texas, passing through the State of Oklahoma and terminating in the State of Kansas, and of supplying natural gas produced and purchased by it to other corporations engaged in the business of transporting and supplying natural gas to sundry corporations respectively engaged in the business of distributing and furnishing natural gas to various municipalities in the States of Oklahoma, Kansas, and Missouri and to the inhabitants thereof, and other persons in the vicinity thereof; that in the regular conduct of its business, it desires to construct from twelve inch, sixteen inch, twenty inch pipe, a pipeline from a point 1810 feet East and 1356 feet North of the Northwest corner of Section Thirty-three (33), Township Twenty-seven (27), Range Two (2), Seagwick County, Kansas, to a point 24 feet East and 670 feet North of the Southwest corner of Section Thirty-two (32), Township Sixteen (16), Range Twenty (20), Franklin County. That said line passes through said Osage County from a point near the center of the South line of Section Thirty-five (35), Township Eighteen (18), Range Fourteen (14) East of the Sixth P.M., to a point near the South line of the Southeast quarter of Section Thirty-four (34), Township Seventeen (17), Range Seventeen (17) East of the Sixth P.M.; that it has heretofore, by agreement with the sundry owners of the greater portion of the lands to be traversed by said pipeline, acquired a right of way for the construction of same; that it has endeavored by private contract with the owners of the several tracts of land hereinafter described to be traversed by said proposed line to procure a right of way therefor from said owners of said respective tracts as hereinafter described, but that it has been unable to procure such right of way or easement over such lands, all of the same being situated in Osage County, Kansas.

A description of said lands, the location of the line along which said proposed pipeline is to be constructed, the name and correct post office address, so far as your applicant is able to ascertain, of the said several owners of said respective tracts of lands as follows:

TRACT NO. ONE:

OWNER: Walter S. Jones and wife, Allie Jones and Evan C. Jones, a single man,  
Lebo, Kansas.

DESCRIPTION OF LAND: NE $\frac{1}{4}$  of S1-13-15.

TRACT NO. TWO:

OWNER: Fred H. Woodbury, Emporia, Kansas.

DESCRIPTION OF LAND: NW NW S2-13-15.

TRACT NO. THREE:

The Estate of Lucille McKaig nee George and her husband, Roy McKaig.

DESCRIPTION OF LAND: W $\frac{1}{2}$  SW of 29-18-15.

TRACT NO. FOUR:

OWNER: Mary Frances Weigand of Topeka, Kansas, and Mary Frances Weigand,  
Guardian of Barbara Mary Weigand. W.S. Jones has this land under  
lease and it will be necessary to make him a party to the  
proceedings.

DESCRIPTION OF LAND: E $\frac{1}{2}$  SW $\frac{1}{4}$  29 and W.20 acres of SE $\frac{1}{4}$  of 29-18-15.

TRACT NO. FIVE:

OWNER: Lois C. George, Emporia, Kansas. W.S. Jones has this land under  
lease and it will be necessary to make a party to the proceedings.

DESCRIPTION OF LAND: E.120 acres of the SE $\frac{1}{4}$  29-18-15.

TRACT NO. SIX:

OWNER: Elmer S. Nixon of Olivet, Kansas.

DESCRIPTION OF LAND: SE SE 22 and S $\frac{1}{2}$  SW 23-18-15.

TRACT NO. SEVEN:

OWNER: T.F. Lusk estate. We have secured right of way from all of the heirs,  
with the exception of Grover C. Lusk of Max, Nebraska. It will be  
necessary to condemn his interest.

DESCRIPTION OF LAND: NW $\frac{1}{4}$  and W $\frac{1}{2}$  NE $\frac{1}{4}$  24-18-15.

TRACT NO. EIGHT:

OWNER: H.M. Thomas and wife, Janette, 540 N. Ritter Ave., Indianapolis, Indiana,  
and John Z. Thomas of Olivet, Kansas.

DESCRIPTION OF LAND: S $\frac{1}{2}$  SW $\frac{1}{4}$  18-18-16.

Exhibit B  
(4 pages)

TRACT NO. NINE:

OWNER: A.B. White

DESCRIPTION OF LAND: SE $\frac{1}{4}$  of 18-18-16 less ten acres in the SE $\frac{1}{4}$  of the NE $\frac{1}{2}$  said SE $\frac{1}{4}$ , being a tract 50 rods N. and S. and 22 rods E. and W.

TRACT NO. TEN:

OWNER: Estate of O.V. Francis, Reena Henri and husband, Hays W. Henri, Olivet, Kansas, H.C. Francis and wife, Rhoda Francis, Marian Douglas and husband, Whit Douglas, Saporia, Kansas.

DESCRIPTION OF LAND: NE $\frac{1}{4}$  N $\frac{1}{2}$  16-18-16

TRACT NO. ELEVEN:

OWNER: Otto G. Harlin and wife, Mary C. Harlin, Saunders County, Nebraska.

DESCRIPTION OF LAND: NE $\frac{1}{4}$  4-18-17. Subject to the right of way of the M.F.R.R., also except the following described tract of land; the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 4; th. East 34 rods; th. S. 5 rods to the center of Pequa Creek; th. SW. along center of said creek to the West line of said quarter; th. N. 50 rods to the place of beginning including about 5 acres. Except commencing on the North line of the NE $\frac{1}{4}$  Sec. 4 to a point 26 rods from the NE $\frac{1}{4}$  of said quarter section; th. running West on said N. line to a point where a stone fence turns South; th. S. from the East side of Pequa Creek to the end of a rock dam and sycamore from a line where a wire fence is now located from the East bank of said creek; th. down said Creek to place of beginning, containing not to exceed two (2) acres.

Attached hereto and made a part hereof is a plat showing the exact location of said line to which plat reference is hereby made for a more detailed location thereof and description of the lands desired to be so traversed.

Your applicant hereby agrees to pay all costs accruing under and by virtue of this application.

WHEREFORE, your applicant prays that your Honor appoint three resident free holders of the County as Commissioners to lay off the routes of said line along the line of said proposed pipeline as located by your applicant, and herein described and shown by the attached plat of route therefor, in accordance with the statutes of Kansas, defining their powers and duties, and direct such commissioners to ascertain the quantity of land necessary for such purposes out of the lands hereinbefore described along the route of said proposed line, as located by your applicant, to appraise the value of such portion of such land above described through which said pipeline is proposed to be located, to assess the damages of each respective owner thereof separately, and to do and perform the sundry things herein enumerated, and to exercise such powers and perform such duties in addition to the foregoing as may be imposed upon such commissioners by law, whether herein enumerated or not.

Cities Service Gas Co.  
a corporation, applicant,  
By Higgins & Atherton  
J.J. Hedrick  
Its Agents and Attorneys.

IN THE DISTRICT COURT OF OSAGE COUNTY, KANSAS.

IN THE MATTER OF THE APPLICATION OF THE CITIES SERVICE GAS COMPANY, A DELAWARE CORPORATION FOR THE APPOINTMENT OF COMMISSIONERS TO LAY OUT A RIGHT OF WAY FOR A TWELVE-SIXTEEN-TWENTY INCH PIPE LINE FOR THE TRANSPORTATION OF NATURAL GAS AND TO MAKE APPRAISEMENT AND ASSESSMENT OF DAMAGES THEREFOR.

APPOINTMENT OF COMMISSIONERS

KNOW ALL MEN BY THESE PRESENTS:

That I, C.E. Carroll, Judge of the District Court of Osage County, State of Kansas, by virtue of the authority imposed in me by law, and upon the application of the Cities Service Gas Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Kansas, the same being a corporation engaged in the business of producing, marketing, purchasing, selling and transporting natural gas by means of pipeline originating in the State of Texas, and terminating in the State of Kansas, and of supplying natural gas produced and purchased by it to corporations engaged in the business of transporting and supplying natural gas to sundry corporations respectively engaged in the business of furnishing natural gas to various municipalities in the State of Oklahoma, Kansas, and Missouri, and to the inhabitants thereof, and other persons in the vicinity thereof, and the same being such a corporation as is authorized by law to appropriate lands for its use in connection with the piping and transporting of gas, do hereby designate and appoint J.W. Gardner, T.M. Overman and J.H. Yearout three free holders and residents of Osage County, Kansas, as Commissioners with authority to lay out and condemn a right of way for a twelve, sixteen, twenty inch pipeline extending in a easterly direction over and across the following described lands situated in Osage County, Kansas.

A description of the said lands to be so traversed, the point of entry of the line upon said lands, its course through said lands, its point of egress therefrom, the number of rods constituting the length of said line in each of said tracts, the names of the respective owners of the legal title, as shown by the records in the office of the Register of Deeds of Osage County, Kansas, and the post office addresses of such owners so far as is known, is as follows:

TRACT NO. ONE:

OWNER: Walter S. Jones and wife, Allie Jones, and Evan C. Jones, a single man, Lebo, Kansas.

DESCRIPTION OF LAND: NE $\frac{1}{4}$  of 31-18-15.

TRACT NO. TWO:

OWNER: Fred E. Woodbury, Emporia, Kansas.

DESCRIPTION OF LAND: NW-NW-32-18-15.

TRACT NO. THREE:

OWNER: The Estate of Lucille McKaig nee George and her husband, Roy McKaig.

DESCRIPTION OF LAND: W $\frac{1}{2}$  SW- of 29-18-15.

TRACT NO. FOUR:

OWNER: Mary Frances Weigand of Topeka, Kansas, and Mary Frances Weigand, Guardian of Barbara Mary Weigand, W.S. Jones has this land under lease and it will be necessary to make him a party to the proceedings.

DESCRIPTION OF LAND: E $\frac{1}{2}$  SW $\frac{1}{2}$  29 and W.20 acres of SE $\frac{1}{4}$  of 29-18-15.

TRACT NO. FIVE:

OWNER: Lois C. George, Emporia, Kansas, W.S. Jones has this land under lease and it will be necessary to make him a party to the proceedings.

DESCRIPTION OF LAND: E.120 acres of the SE $\frac{1}{4}$  29-18-15.

TRACT NO. SIX:

OWNER: Elmer S. Nixon of Olivet, Kansas.

DESCRIPTION OF LAND: SE LE 22 and S $\frac{1}{2}$  SW 23-18-15.

TRACT NO. SEVEN:

OWNER: T.F. Lusk estate. We have secured right of way from all of the heirs, with the exception of Grover C. Lusk of Max, Nebraska. It will be necessary to condemn his interest.

DESCRIPTION OF LAND: NW $\frac{1}{4}$  and W $\frac{1}{2}$  NW $\frac{1}{4}$  24-18-15.

TRACT NO. EIGHT:

OWNER: H.M. Thomas and wife, Janette, 340 N. Ritter Ave., Indianapolis, Indiana, and John Z. Thomas, Olivet, Kansas.

DESCRIPTION OF LAND: S $\frac{1}{2}$  SW $\frac{1}{4}$  18-18-16.

TRACT NO. NINE:

OWNER: A.B. White

DESCRIPTION OF LAND: SE $\frac{1}{4}$  18-18-16 less ten acres in the SE $\frac{1}{4}$  of the N $\frac{1}{2}$  said SE $\frac{1}{4}$ , being a tract 30 rods N. and S. and 32 rods E. and W.

TRACT NO. TEN:

OWNER: Estate of O.V. Francis, Roena Henri and husband, Hays W. Henri, Olivet, Kansas, N.C. Francis and wife, Rhoda Francis, Emporia, Kansas, Marian Douglas and husband, Whit Douglas, Emporia, Kansas.

DESCRIPTION OF LAND: N $\frac{1}{2}$  NW $\frac{1}{4}$  16-18-16.

TRACT NO. ELEVEN:

OWNER: Otto C. Harlin and wife, Mary C. Harlin, Saunders County, Nebraska.

DESCRIPTION OF LAND: N $\frac{1}{2}$  4-18-17. Subject to the right of way of the M.P.R., also except the following described tract of land; the NW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 4; th. East 34 rods; th. S. 5 rods to the center of Pequa Creek; th. SW along center of said creek to the West line of said quarter; th. N. 50 rods to the place of beginning including about 5 acres, except commencing on the North line of the NE $\frac{1}{4}$  Sec. 4 to a point 26 rods from the NW $\frac{1}{4}$  of said quarter section; th. running West on said N. line to a point where a stone fence turns South; th. S. from the East side of Pequa Creek to the end of a rock dam and sycamore from a line where a wire fence is now located from the East bank of said creek; thence down said Creek to place of beginning, containing not to exceed two (2) acres.

All the foregoing lands being and lying in Osage County, State of Kansas, and being more particularly described in said application and the plat of said proposed line attached hereto.

Such right of way shall consist of so much of said lands as may be necessary to lay, construct, operate and maintain a pipe line, constructed from twenty inch pipe, and such commissioners are vested with authority as provided by law, to ascertain the quantity of land necessary for such purpose out of the said lands

aforesaid, and to appraise the value of such portion thereof, and determine and assess the damages sustained by the owners thereof by reason of the appropriation of said land for such purpose, and to ascertain the portions thereof belonging to the different owners, appraise the value thereof, and assess separately the damage on each such owner, and to do and perform such other things as may be provided by law, and to exercise such rights and powers as may be conferred by law, in connection with the matters and things herein specified and in addition thereto all other rights, duties and powers conferred upon such commissioners by law, whether herein enumerated or not.

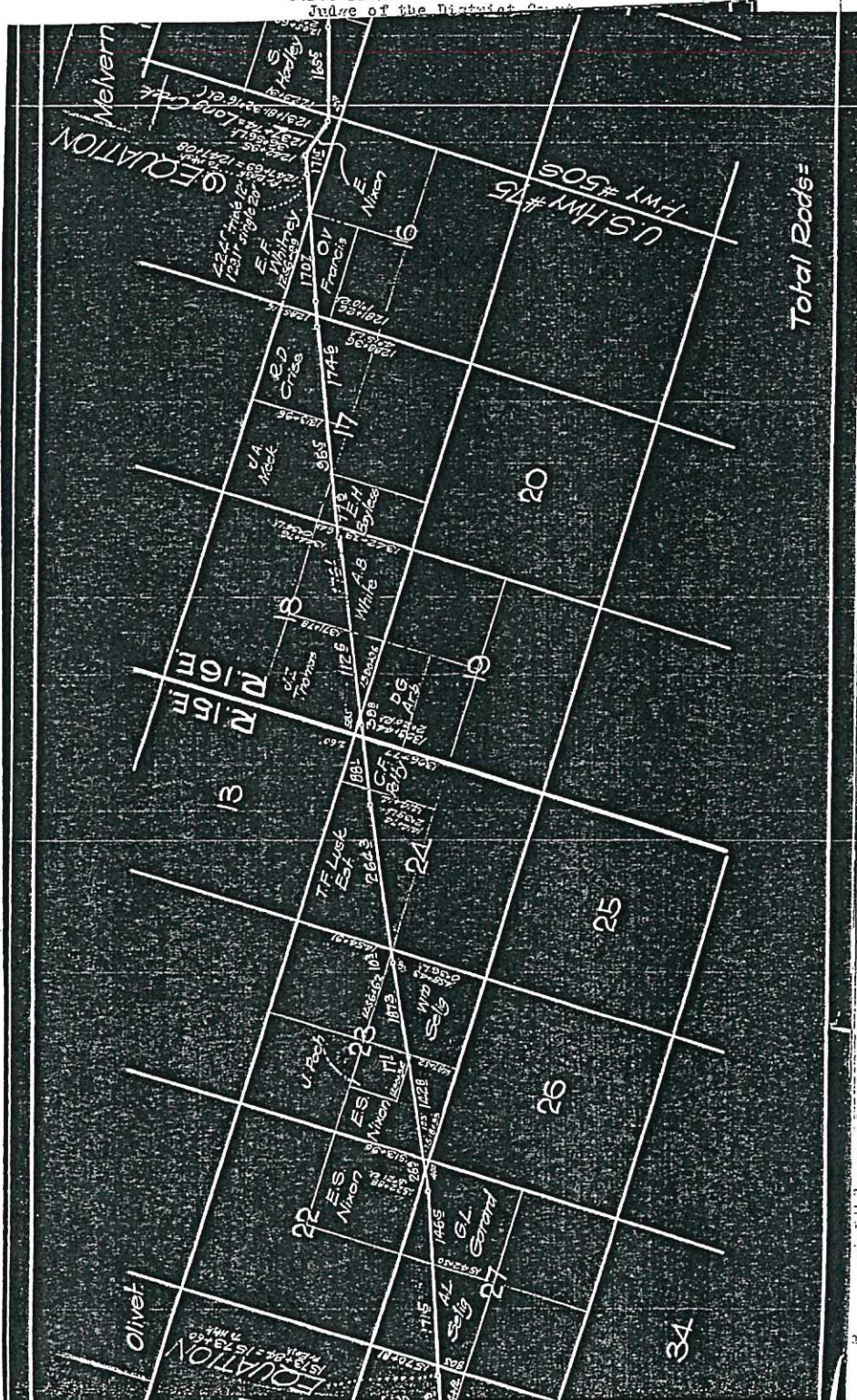
Reference to said application of said Cities Service Gas Company, and the plat attached thereto is hereby made for a detailed description of the lands to be crossed by said proposed pipe line right of way, the same as if said description were fully set out herein.

Said commissioners are further directed to embody in a written report, all acts and things done by them by virtue of this appointment, and file the same in the office of the County Clerk of Osage County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand, this --- day of June, A.D. 1928.

C.E. Carroll

Judge of the District Court



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2-17-1928 pg 165

Nellie Jackson Guardian : Filed for Record June 20th, A.D. 1928  
TO : Grant of at 3 P.M.  
Cities Service Gas Co : Right of Way. Sadie Williams, Register of Deeds.

GRANT OF RIGHT OF WAY

THIS INDENTURE, executed in duplicate on this 11 day of June, 1928, by and between Nellie Jackson as guardian of the person and estate of June, Frank L. & Betty L. Lusk a minors and owner in fee of an undivided interest in and to the following described lands situate in the County of Osage, State of Kansas, to-wit:

The Northwest Quarter; and West Half of Northeast Quarter, Section 24, Township 18S, Range 16E.

Party of the first part, and Cities Service Gas Company, as party of the second part,

WITNESSETH, That Whereas, the party of the first part did on the 11 day of June, 1928, present to the Probate Court of Hickory County, in said State, a petition showing that the party of the second part is desirous of constructing pipe lines for transmission of gas and oil, over said premises, and that the party of the first part has received a proposition from the party of the second part for a right of way for its pipe lines, over said premises in the sum of Twelve Dollars, being fifty (50) cents per rod, together with all damages which may be occasioned from the construction or maintenance of said pipe lines.

That afterwards, on the 11 day of June, 1928 the said petition was duly considered by the Court, and it was ordered and decreed that said guardian execute to the said Cities Service Gas Company a grant of right of way over the above described premises in the nature of an easement upon the terms and conditions set out in the petition.

NOW, Pursuant to the order of said Court, and in consideration of Twelve & no/100 Dollars, the receipt of which is hereby acknowledged, I, Nellie Jackson, as guardian of said June, Frank L. & Betty L. Lusk, a minor, as aforesaid, do hereby grant to said Cities Service Gas Company a right of way in the nature of an easement to lay, maintain and operate pipe lines, for the transportation of gas, oil and kindred substances over, through and across said land, with the right of egress and ingress to the same, the party of the first part to fully use and enjoy said premises except for the purposes herein granted, and the party of the second part to pay any damages which may arise to crops or fencing, and any other damages caused by constructing, maintaining or operating said lines; said damage, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the grantor, one by the grantee or its assigns, and the third by the two selected, the award of such persons to be final and conclusive.

It is hereby further agreed that the said Cities Service Gas Company may at any time lay additional pipe lines across, through or over said premises upon the payment of a like consideration per rod, and subject to the same condition as to damages; and shall have the right to remove said line or lines upon expiration of this grant, or sooner thereof, if second party elects so to do.

That the said Cities Service Gas Company shall also have the right to change the size of its pipes or lines, and any damage resulting therefrom will be adjusted as above set out.

WITNESSES:

Nellie Jackson  
Guardian

State of Missouri, Hickory County, ss.

On this 11 day of June, 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nellie Jackson as guardian of June, Frank L. & Betty L. Lusk, a minors to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 11th day of June, 1928.

John M. Bradbury  
Notary Public.

(NOTARIAL SEAL)

My commission expires Dec. 20th, 1931

Approved this 11 day of June, 1928.

Isaac W. Clark  
Judge

(PROBATE COURT SEAL)  
Attest: Clerk.

State of Missouri )  
County of Hickory ) ss. In the Probate Court of Hickory County, Missouri.

IN THE MATTER OF GUARDIANSHIP OF June, Frank L., and Betty L. Lusk, Minors  
Nellie Jackson, Guardian.

ORDER APPROVING GRANT OF RIGHT OF WAY.

Now coming on for approval the report of Nellie Jackson, Guardian, of June, Frank L., and Betty Lusk, minors, relative to an application of said guardian for permission to execute and deliver to Cities Service Gas Company, a grant of right of way in the nature of easement for the purpose of constructing a pipe line thereon for the transmission of gas, oil, and other kindred substances over and across the lands of said minors, in Osage County, Kansas, as follows:

The Northwest quarter; and the West half of the Northeast quarter of Section 24, Township 18S, Range 16 East.

And it appearing to the court from said report that the right of way for said pipe lines, executed by said guardian and made a part of said report is in all respects in conformity with the orders of this court heretofore made, and that said guardian has received therefor Twelve Dollars.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the Court that such report of said guardian be and the same is hereby in all respects ratified, confirmed and approved, and the said guardian is authorized and directed to deliver said grant of right of way to said Cities Service Gas Company.

Done at Hermitage, Missouri this 11th day of June, 1928.

(PROBATE COURT SEAL)

Isaac W. Clark  
Judge of Probate Court of Hickory County, Missouri.

State of Missouri ss  
County of Hickory

I, Isaac W. Clark, Judge of the Probate Court in and for said County, hereby certify that the above and foregoing is a true copy of the proceedings of our said court, on the day and year above written, as the same appears of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Office in Hermitage, Missouri, this the 11th day of June, 1928.

(PROBATE COURT SEAL)

Isaac W. Clark  
Judge of Probate.

Exhibit C

"THE PEOPLES HERALD  
AFFIDAVIT:--PROOF OF PUBLICATION.  
State of Kansas, County of Osage, ss.

I, O.J.Rose, of lawful age, being first duly sworn, depose and say that I am editor and publisher of THE PEOPLES HERALD, a weekly newspaper printed and published in the City of Lyndon, Osage County, Kansas, and having general circulation in said county, and that said paper has been continuously and uninterruptedly published in said county during the period of one year next prior to the first publication of the notice of which the annexed slip is a true and correct copy; that said notice was published in said newspaper, and not in a supplement thereto, ---consecutive times, the publications being as follows, to-wit:--

First publication, June 14, 1928,  
Second publication, June 21, 1928,  
Third publication, June 28, 1928,  
Fourth publication, July 5, 1928,  
Fifth publication, July 12, 1928,

And further deponent sayeth not.

O.J.Rose.

Subscribed and sworn to before me this 14 day of July, 1928.

(Seal)

Frank Farrar, Probate Judge."

(Printed Notice annexed) recites:

"(First published in the Peoples Herald, June 14, 1928)

IN THE MATTER OF THE APPLICATION OF THE CITIES SERVICE GAS COMPANY, A DELAWARE CORPORATION, FOR THE APPOINTMENT OF COMMISSIONERS TO LAY OUT A RIGHT OF WAY FOR A TWENTY INCH PIPE LINE FOR THE TRANSPORTATION OF NATURAL GAS AND TO MAKE APPRAISEMENT AND ASSESSMENT OF DAMAGES THEREON.

NOTICE OF PROCEEDINGS TO APPROPRIATE LANDS IN OSAGE COUNTY, KANSAS, FOR PIPELINE RIGHT OF WAY PURPOSES.

TO ALL PERSONS TO WHOM THESE PRESENTS MAY COME, AND IN PARTICULAR TO Walter S. Jones and wife, Allie Jones; Evan C. Jones, a single man; Fred H. Woodbury; Lucille McKaig, nee George, if living, and if dead then her unknown heirs, executors, administrators, devisees and assigns; Roy McKaig; Mary Frances Weigand; Mary Frances Weigand, Guardian of Barbara Mary Weigand; W.S.Jones; Lois C.George; W.S.Jones; Elmer S.Nixon; Grover C. Lusk; H.M.Thomas and wife, Janette Thomas; John Z.Thomas; A.B.White; T.F.Lusk if living, and if dead his unknown heirs, executors, administrators, devisees and assigns; O.V.Francis if living, and if dead his unknown heirs, executors, administrators, devisees, trustees and assigns; Reena Henri and husband Hays W.Henri; N.C.Francis and wife Rhoda Francis; Marian Douglas and husband Whit Douglas; Otto G.Harlan and wife Mary C. Harlin, AND TO ALL OTHER PERSONS WHOSEVER OWNING OR CLAIMING TO OWN, OR HAVING OR CLAIMING ANY RIGHT TO, AND INTEREST IN, OR LIEN UPON THE LANDS HEREINAFTER DESCRIBED, GREETINGS:

Notice is hereby given that J.W.Gardner, T.A.Overman and J.H.Yearout have been by the Honorable C.E.Carroll Judge of the District Court of Osage County, Kansas, duly appointed as Commissioners, with authority to lay out, condemn, appraise, and assess damages in connection with a certain right-of-way for a twelve inch, sixteen inch twenty inch pipeline for the use of Cities Service Gas Company, a corporation in the construction, operation and maintenance of a proposed pipeline to be constructed from twelve inch, sixteen inch, twenty inch pipe over and across in an easterly direction, certain lands in Osage County, Kansas:

A description of the said lands to be so traversed, the point of entry of the line upon said lands, its course through said lands, its point of egress therefrom, the number of rods constituting the length of said line in each of said tracts, the names of the respective owners of the legal title as shown by the records in the office of the Register of Deeds in Osage County, Kansas, the post office addresses of such owners so far as is known, to said commissioners, is as follows:

TRACT NO. SEVEN:

OWNER: T.F.Lusk estate, Grover C. Lusk, heir, of Max Nebraska.

DESCRIPTION OF LAND: Northwest Quarter and West Half of Northeast Quarter of Section Twenty-four, Township 18, Range 15.

(Also covers other land not included in this Abstract)

All the foregoing lands being and lying in Osage County, Kansas, and being more particularly described in said application and the plat of said proposed line attached thereto, which is on file in the office of the Register of Deeds of Osage County, Kansas.

Notice is further given that said commissioners will on the 18th day of July, 1928, at eight A.M., convene at the office of the County Clerk of Osage County, at the Court House in the City of Lyndon, Osage County, Kansas, and will at such time proceed to lay off, locate and condemn said right of way and appraise the lands over which and upon which said right of way is located, and to assess damages therefor, and do such other acts and perform such other duties as may be necessary and proper under our said appointments, and as provided by law.

Reference is hereby made to the application for our appointment, together with the plat of the route of the proposed pipeline, and the order of our appointment: a more particular description of the acts and things to be done, and the powers and duties to be exercised and performed by us.

Dated this 12th day of June, A.D. 1928.

J.W.Gardner; J.H.Yearout; T.A.Overman;

Commissioners under appointment of the Judge of the District

Exhibit "D" consisting of / page

Cities Service Gas Co., :  
TO : Report.  
The Public :  
Filed for Record July 21st, A.D. 1928  
at 8 A.M.  
Sadie Williams, Register of Deeds.

IN THE MATTER OF THE APPLICATION OF THE CITIES SERVICE  
GAS COMPANY, A DELAWARE CORPORATION FOR THE APPOINTMENT  
OF COMMISSIONERS TO LAY OUT A RIGHT-OF-WAY FOR A 12"-  
16"-20" INCH PIPE LINE FOR THE TRANSPORTATION OF  
NATURAL GAS AND TO MAKE APPRAISEMENT OF DAMAGES THEREFOR.

#### REPORT OF COMMISSIONERS

We, the undersigned, J.W. Gardner, J.H. Yearout, and T.A. Overman, as Commissioners, hereby report that pursuant to the authority vested in us by the appointment under the statutes of the State of Kansas by the Honorable C.E. Carroll, Judge of the District Court of Osage County, Kansas, we have carefully gone over and viewed the proposed right-of-way for a 12"-16"-20" pipe line for the transportation of natural gas as heretofore surveyed and staked out by said Cities Service Gas Company and as shown by its application herein and plat thereto attached, and as hereinafter more fully described, and we have ascertained and hereby find it necessary that said Cities Service Gas Company have and take for the purposes of said pipe line, a right-of-way as shown by said application, and plat thereto attached and as hereinafter described, sufficient in width for the laying, constructing and maintenance of a 12"-16"-20" gas pipe line, such line to be laid below plow depth not exceeding three feet in width and right to use sufficient land on either side of said line as so surveyed and staked out to accommodate its workman, teams and machines used in laying the same, such line to be covered and said depth to be filled in in as nearly the same condition as possible as when entered by said Company.

We further report that we have located, laid off and condemned said right-of-way as above described over the tracts of land hereinafter designated as Tracts One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten and Eleven, and a description of which said tracts, the location of the line thereon, the name and correct post office addresses far as your Commissioners are able to ascertain of the said several owners of said respective tracts of land, our appraisement of the value of the land taken for said right-of-way as above laid out and described, our assessment of damages to the said land and our assessment of damages to the crops on said land are respectively as follows, to-wit:

#### TRACT ONE

TRACT ONE. Owner, Walter S. Jones and wife, Allie Jones and Evan C. Jones, a single man, Lebo, Kansas.  
TRACT ONE. Description: The northeast quarter (NE $\frac{1}{4}$ ) of Section Thirty-One (31), Township Eighteen (18), Range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

Tract One.  
We appraise the value of the land taken for said right-of-way as above laid out and described at ..... \$84.15  
We assess the damages to said land not taken at ..... \$134.64  
We assess the damages to crops on said land at ..... \$25.25  
Total ..... \$244.04

#### TRACT TWO

TRACT TWO. Owner: Fred H. Woodbury, Emporia, Kansas  
TRACT TWO. Description: Northwest quarter (NW $\frac{1}{4}$ ) of northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Eighteen (18), Range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

TRACT TWO.  
We appraise the value of the land taken for said right-of-way as above laid out and described at ..... \$36.40  
We assess the damages to said land not taken at ..... \$58.24  
We assess the damages to crops on said land at ..... \$10.92  
Total ..... \$105.56

#### TRACT THREE

TRACT THREE. Owner: The estate of Lucille McKaig nee George and her husband, Roy McKaig.  
TRACT THREE. Description: West half (W $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of Section twenty-nine (29), township eighteen (18), range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

TRACT THREE.  
We appraise the value of the land taken for said right-of-way as above laid out and described at ..... \$ 7.85  
We assess the damages to said land not taken at ..... \$12.65  
We assess the damages to crops on said land at ..... \$ 1.00  
Total ..... \$21.50

#### TRACT FOUR

Tract Four. Owner: Mary Frances Weigand of Topeka, Kansas, and Mary Frances Weigand, Guardian of Barbara Mary Weigand. W.S. Jones, tenant of said land.  
TRACT FOUR. Description: East half (E $\frac{1}{2}$ ) of southwest quarter (SW $\frac{1}{4}$ ) of section twenty-nine (29), and west twenty (20) acres of southeast quarter (SE $\frac{1}{4}$ ) of section twenty-nine (29), township eighteen (18), Range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

We appraise the value of the land taken for said right-of-way as above laid out and described at ..... \$63.60

Exhibit E  
(3 pages)

We assess the damages to said land not taken at .....	\$101.76
We assess the damages to crops on said land at .....	\$ 19.08
Total.....	\$184.44

#### TRACT FIVE

TRACT FIVE. Owner: Lois C. George, Emporia, Kansas; W. S. Jones, tenant on said land.  
TRACT FIVE. Description: East one hundred twenty (E 120) acres of the south-east quarter (SE $\frac{1}{4}$ ) of section twenty-nine (29), township eighteen (18), range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT FIVE.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$63.70
We assess the damages to said land not taken at .....	\$101.92
We assess the damages to crops on said land at .....	\$ 19.11
Total.....	\$184.73

#### TRACT SIX

TRACT SIX. Owner: Elmer S. Nixon of Olivet, Kansas.  
TRACT SIX. Description: Southeast quarter (SE $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) of section twenty-two (22), and south half (S $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of section twenty-three (23), township eighteen (18), range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT SIX.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$ 71.40
We assess the damages to said land not taken at .....	\$114.24
We assess the damages to crops on said land at .....	\$93.30
Total.....	\$278.94

#### TRACT SEVEN

TRACT SEVEN. Owner: T. F. Lusk estate. Grover C. Lusk, heir, of Max, Nebraska.  
TRACT SEVEN. Description: Northwest quarter (NW $\frac{1}{4}$ ) and west half (W $\frac{1}{2}$ ) of northeast quarter (NE $\frac{1}{4}$ ) of section twenty-four (24), township eighteen (18), range fifteen (15).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT SEVEN.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$11.01
We assess the damages to said land not taken at .....	\$17.62
We assess the damages to crops on said land at .....	\$ 1.00
Total.....	\$29.63

#### TRACT EIGHT

TRACT EIGHT. Owner: H. M. Thomas and wife, Janette, 340 North Ritter Avenue, Indianapolis, Indiana, and John Z. Thomas of Olivet, Kansas.  
TRACT EIGHT. Description: South half (S $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of section eighteen (18), township eighteen (18), range sixteen (16).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT EIGHT.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$ 56.30
We assess the damages to said land not taken at .....	\$ 90.08
We assess the damages to crops on said land at .....	\$16.89
Total.....	\$163.27

#### TRACT NINE

TRACT NINE. Owner: A. B. White,  
TRACT NINE. Description: Southeast quarter (SE $\frac{1}{4}$ ) of section eighteen (18), township eighteen (18), range sixteen (16) less ten (10) acres in the southeast quarter (SE $\frac{1}{4}$ ) of the north half (N $\frac{1}{2}$ ), said southeast quarter (SE $\frac{1}{4}$ ) being a tract 50 rods north and south and 32 rods east and west.

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT NINE.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$ 72.00
We assess the damages to said land not taken at .....	\$115.20
We assess the damages to crops on said land at .....	\$80.50
Total.....	\$267.70

#### TRACT TEN

TRACT TEN. Owner: Estate of O. V. Francis, Roena Henri and husband, Hays W. Henri, Olivet, Kansas, N. C. Francis and wife, Rhoda Francis, Emporia, Kansas; Marian Douglas and husband, Whit Douglas, Emporia, Kansas.  
TRACT TEN. Description: North half (N $\frac{1}{2}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of section sixteen (16), township eighteen (18), range sixteen (16).

#### APPRAISEMENT AND ASSESSMENT OF DAMAGES

##### TRACT TEN.

We appraise the value of the land taken for said right-of-way as above laid out and described at .....	\$ 85.35
We assess the damages to said land not taken at .....	\$ 136.56
We assess the damages to crops on said land at .....	\$ 78.19
Total.....	\$ 300.10

TRACT ELEVEN

TRACT ELEVEN. Owner: Otto G. Harlin and wife, Mary C. Harlin, Saunders County, Nebraska.

TRACT ELEVEN: Description: North half (N $\frac{1}{2}$ ) of section four (4), township eighteen (18), range seventeen (17). Subject to the right-of-way of the M.F.R.R., also except the following described tract of land; the northwest quarter (NW $\frac{1}{4}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of section four (4); thence east 34 rods; thence south 5 rods to the center of Pequa Creek; thence southwest along the center of said creek to the west line of said quarter; thence north 50 rods; to the place of beginning including about 5 acres. Except commencing on the north line of the northeast quarter (NE $\frac{1}{4}$ ) of section four (4) to a point 26 rods from the northeast quarter (NE $\frac{1}{4}$ ) of said quarter section; thence running west on said north line to a point where a stone fence turns south; thence south from the east side of Pequa Creek to the end of rock dam and sycamore from a line where a wire fence is now located from the east bank of said creek; thence down said creek to place of beginning, containing not to exceed two (2) acres;

APPRAISEMENT AND ASSESSMENT OF DAMAGES

TRACT ELEVEN.

We appraise the value of the land taken for said right-of-way as above laid out and described at ..... \$167.40  
We assess the damages to said land not taken at ..... \$267.84  
We assess the damages to crops on said land at ..... \$111.85  
Timber ..... 75.00  
Total..... \$622.09

All the foregoing lands being and lying in Osage County, Kansas, and being more particularly described in said application and the plat of said proposed line attached thereto, which is on file in the office of the Register of Deeds of Osage County, Kansas.

Commissioners fees recommended:

J.W. Gardner \$20.00  
J.H. Yearout \$20.00  
T.A. Overman \$20.00

(Signed) J.W. Gardner  
(Signed) J.H. Yearout  
(Signed) T.A. Overman  
Commissioners.

I hereby certify that the foregoing and attached is a true and correct copy of the report of commissioners in the matter of condemnation proceedings of the Cities Service Gas Company, the original of which is on file in my office.

Witness my hand and seal this 20th day of July, 1928.

(OSAGE COUNTY SEAL)

Ellen D. Chappell  
County Clerk of Osage County,  
Kansas.

I hereby certify that I have this day received from the Cities Service Gas Company the sum of \$2402.00 being the total of the assessments shown in the foregoing report of commissioners in the above entitled condemnation matter.

Witness my hand and seal this 20th day of July, 1928.

(OSAGE COUNTY SEAL)

C.L. McDaniel  
County Treasurer, Osage  
County, Kansas.

CERTIFICATE OF INCORPORATION FOR  
FROG CREEK WATERSHED (Joint) District No. 19  
Coffey & Osage Counties, Kansas

Y51-52

Filed Sept. 9, 1958, 3:40 P.M. ✓

(Includes the following lands in Osage County, Kansas, to-wit:)

LIST OF LANDS IN FROG CREEK WATERSHED DISTRICT NUMBER NINETEEN

OSAGE COUNTY

Township 18 South, Range 14 East:

Sec. 36:  $S\frac{1}{2}$  of  $SE\frac{1}{4}$

Township 18 South, Range 15 East:

Sec. 13:  $S\frac{1}{2}$

Sec. 14:  $S\frac{1}{2}$  ✓

Sec. 15:  $S\frac{1}{2}$  ✓

Sec. 20: That portion of the  $E\frac{1}{2}$  of the  $SE\frac{1}{4}$  lying South of the south right-of-way of the Atchison, Topeka and Santa Fe Railroad.

Sec. 21:  $E\frac{1}{2}$ ; that portion of the  $W\frac{1}{2}$  lying South of the south right-of-way of the North track of the Atchison, Topeka and Santa Fe Railroad.

Secs. 22, 23 and 24: All

Sec. 25:  $N\frac{1}{2}$

Secs. 26, 27 and 28: All

Sec. 29:  $S\frac{1}{2}$ ;  $S\frac{1}{2}$  of  $NE\frac{1}{4}$ ;  $NE\frac{1}{4}$  of  $NE\frac{1}{4}$

Sec. 31:  $S\frac{1}{2}$ ;  $E\frac{1}{2}$  of  $NE\frac{1}{4}$

Secs. 32, 33 and 34: All

Sec. 35:  $NW\frac{1}{4}$ ;  $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ;  $NE\frac{1}{4}$  of  $NE\frac{1}{4}$ ;  $W\frac{1}{2}$  of  $SW\frac{1}{4}$ ;  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$

Township 18 South, Range 16 East:

Sec. 19:  $W\frac{1}{2}$  of  $SW\frac{1}{4}$  ✓

Sec. 30:  $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ;  $N\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $NW\frac{1}{4}$

(Following five pages shows description and owners thereof)



135 E $\frac{1}{2}$  of S $\frac{1}{2}$  S. of Ry.

Fred H. Woodbury

42

Sec. 21-18-18

136 NE $\frac{1}{4}$  S. of new Ry.; E $\frac{1}{2}$  of NW $\frac{1}{4}$  S. of Ry.

) Russel R. Schrader & Ruth  
) A. Schrader

42

137 E $\frac{1}{2}$  of NW $\frac{1}{4}$  between Ry.;  
NE $\frac{1}{4}$  between Ry.

) Rosalia Weimer & Jacob  
) George Weimer

122

-9-

DESCRIPTION

Sec. 21 (cont'd)

138 NE $\frac{1}{4}$  N. of Ry.; W $\frac{1}{2}$  of E $\frac{1}{2}$  of SW $\frac{1}{4}$ ; W $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$

) Mena R. Schrader  
)

83.3

139 E $\frac{1}{2}$  of SE $\frac{1}{4}$

Claude W. Schrader & Halcie  
Mae Schrader

80

140 W $\frac{1}{2}$  of SE $\frac{1}{4}$ ; E $\frac{1}{2}$  of E $\frac{1}{2}$  of SW $\frac{1}{4}$

W. R. Schrader

120

141 W $\frac{1}{2}$  of NW $\frac{1}{4}$  S of Ry.; E $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$

) S. H. Schrader, Ellis G.  
) Schrader & Marlin C.  
) Schrader

40

142 Tract in E $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$ ;  
tract in NE $\frac{1}{4}$

) A. T. & S. F. Ry.  
)

.67

Sec. 22-18-18

143 NE $\frac{1}{4}$  less 1 A.; E $\frac{1}{2}$  of NW $\frac{1}{4}$ ;  
N. 25 A. of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ;  
SE $\frac{1}{4}$ ; E $\frac{1}{2}$  of SW $\frac{1}{4}$

) Robert E. Nixon & Henry J.  
) Nixon  
)

506

144 S. 55 A. of W $\frac{1}{2}$  of NW $\frac{1}{4}$

Russel R. Schrader & Ruth A.  
Schrader

55

145 W $\frac{1}{2}$  of SW $\frac{1}{4}$

Claude W. Schrader & Halcie  
Mae Schrader

80

146 Tract in NE corner of NE $\frac{1}{4}$

Trustees of Green Lawn  
Cemetery Association

1

147	E $\frac{1}{2}$ of NE $\frac{1}{2}$	Ralph Criqui	80
148	E. 60 A. W $\frac{1}{2}$ of NE $\frac{1}{2}$	Ralph Criqui & Tressie Criqui	60
149	Part of W. 20 A. N. of Ry. NE $\frac{1}{2}$ ; ) part of E. 60 A. N. of Ry. NW $\frac{1}{2}$ . )	Charley A. Pock & Jennie Lee Pock	31.75
150	W. 100 A. of NW $\frac{1}{2}$	Kenneth G. Retter & Juanita Retter	100
151	S $\frac{1}{2}$ ; W. 20 A. S. of Ry. NE $\frac{1}{2}$ ; ) E. 60 A. S. of Ry. NW $\frac{1}{2}$ )	H. Bertram Garard	353

Sec. 24-18-15

152	E $\frac{1}{2}$ of NE $\frac{1}{2}$	Elanche J. Petty	80
153	W $\frac{1}{2}$ of NE $\frac{1}{2}$ ; NW $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{2}$	James C. Lusk	320
154	W $\frac{1}{2}$ of SW $\frac{1}{2}$	Harry Mounkes	80
155	5 A. in SE $\frac{1}{2}$	T. G. Edwards & Clara A. Edwards	5
156	SE $\frac{1}{2}$ less 5 A.	Dean Thomas	155

Sec. 25-18-15

157	NE $\frac{1}{2}$	T. G. Edwards & Clara A. Edwards	160
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Sec. 25 (cont'd)

158	NW $\frac{1}{2}$	John T. Adams	160
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Sec. 26-18-15

159	E $\frac{1}{2}$ of NE $\frac{1}{2}$	Lawrence C. Soderstrom & Lesta Arlone Soderstrom	80
160	E $\frac{1}{2}$ of SW $\frac{1}{2}$ ; Lot 2 SW $\frac{1}{2}$ ; W $\frac{1}{2}$ of NE $\frac{1}{2}$ less 5 A. tract	H. Bertram Garard	198
161	5 A. in W $\frac{1}{2}$ of NE $\frac{1}{2}$ ; N $\frac{1}{2}$ of Lots 1 & 4 NW $\frac{1}{2}$ ; NE $\frac{1}{2}$ of NW $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{2}$ ; SE $\frac{1}{2}$ of NW $\frac{1}{2}$ ; S $\frac{1}{2}$ Lot 1 NW $\frac{1}{2}$	Ralph Criqui	227.75
162	S $\frac{1}{2}$ Lot 4 NW $\frac{1}{2}$ ; Lot 3 SW $\frac{1}{2}$	H. Bertram Garard & Margaret Garard	55.75
163	S $\frac{1}{2}$ of SE $\frac{1}{2}$	J. E. Gerber & Eva Gerber	80

<u>27-18-15</u>		(Y51-52- page 4)	
164	E $\frac{1}{2}$	Grace L. Garard, H. Bertram Garard & Ethel E. Girod	320
165	W $\frac{1}{2}$	H. Bertram Garard	320
<u>Sec. 28-18-15</u>			
166	NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$	Robert Waugh	240
167	E $\frac{1}{2}$ of NW $\frac{1}{4}$	Mena R. Schrader, Pauline Supple, Louise R. Miller, Lucille McCreight, Ruth Row & Lois McLain	80
168	W $\frac{1}{2}$ of NW $\frac{1}{4}$	Fred H. Woodbury	80
169	N $\frac{1}{2}$ of SE $\frac{1}{4}$	- Robert Waugh & Altha Waugh	80
170	SW $\frac{1}{4}$	- Mena R. Schrader	160
<u>Sec. 29-18-15</u>			
171	S $\frac{1}{2}$ of NE $\frac{1}{4}$	Mena R. Schrader, Pauline Supple, Louise R. Miller, Lucille McCreight, Ruth Row & Lois McLain	80
172	NE $\frac{1}{2}$ of NE $\frac{1}{4}$	Fred H. Woodbury	40
173	E 120 A. SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$	Mary Frances Weigand	200
174	W 40 A. SE $\frac{1}{4}$	Barbara Mary Weigand	40
175	W $\frac{1}{2}$ of SW $\frac{1}{4}$	Robert J. George	80
<u>Sec. 31-18-15</u>			
176	SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$	Jones & Jones Est.	240
177	W $\frac{1}{2}$ of SW $\frac{1}{4}$	Sophia H. Devers	75

178 E $\frac{1}{2}$  of SW $\frac{1}{4}$ Sec. 32-18-15179 N $\frac{1}{2}$ 

Ruth Woodbury 320

-L-7681  
-L-7682 180 E $\frac{1}{2}$ 

Harriet E. George 320

Sec. 33-18-1567-21 181 S $\frac{1}{2}$  of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ 

Herbert T. Niles 240

7225  
2 J<sub>2</sub> 182 N $\frac{1}{2}$  of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ Rosa L. Croasdale, Vernon C.  
Croasdale, Freda Ernestine  
Phillips, Lula Gayle Harry,  
Dorthea Eubanks, Theodoris  
Stewart, Mildred Connell,  
Harris Makin, Lester M.  
Makin, Dean D. Makin 240183 SE $\frac{1}{4}$ William G. Wolf & Ida  
H. Wolf 160Sec. 34-18-15184 N $\frac{1}{2}$  of NE $\frac{1}{4}$ H. Bertram Garard & Marg-  
aret Garard 80a/ 185 SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ; E $\frac{1}{2}$  of SE $\frac{1}{4}$ 

Hattie C. Keller 120

7-1-1 186 SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ; W $\frac{1}{2}$  of SE $\frac{1}{4}$ Fred E. Makin & Estella  
A. Makin 120187 NW $\frac{1}{4}$  of 15-1

Harris Makin 160

188 SW $\frac{1}{4}$ 

Irving R. Niles 160

Sec. 35-18-15189 N $\frac{1}{2}$  of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ 

Hattie Cochran Keller 280

1852-2 190 N $\frac{1}{2}$  of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$  of NE $\frac{1}{4}$ 

Justin W. Fellers 120

Township 18 South, Range 16 EastSec. 19-18-16191 W $\frac{1}{2}$  of SW $\frac{1}{4}$ 

Blanche Petty 71.5

Sec. 30-18-16192 NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ; N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ George A. Henry & Hattie  
I. Henry 44.5

\*\*\*\*\* 38 misc 226 \*\*\*\*\*

James C. Lusk and Beatrice A. Lusk, :  
Husband and Wife :  
TO :  
W.E.G. Dial Telephone, Inc. :  
:RIGHT OF WAY  
:AGREEMENT  
Filed for Record Aug. 30, A.D.  
1961 at 9:00 o'clock A.M.  
Oliver L. Green  
Register of Deeds

RIGHT OF WAY AGREEMENT

IN CONSIDERATION of the sum of \$160.00, the receipt of which is hereby acknowledged, we, undersigned, James C. Lusk and Beatrice A. Lusk Husband and Wife of Osage County, State of Kansas (P.O. Address Box 67, Olivet, Kansas) hereby grant to W.E.G. Dial Telephone, Inc., Gardner, Kansas its successors and assigns a permanent right of way and easement two (2) rods in width across the following described real estate situated in the County of Osage, State of Kansas, owned by the Grantors, to wit:

One (1) Rod either side of the cable as laid across the following described property:

W $\frac{1}{2}$ , NE $\frac{1}{2}$  of Sec. 24, Twp. 18S, Range 15E.  
(U.S. REVENUE STAMPS \$0.55)

with the right to construct, reconstruct, operate, maintain, place thereon and remove therefrom a communication system consisting of underground cable and/or cables, and other apparatus relative thereto as Grantee may from time to time require, together with markers, fixtures, manhole and other appurtenances thereto. The route of the right of way and easement shall be selected by the Grantee.

The said cable or cables and all appurtenances thereto shall be placed, when practically possible, so as not to interfere with the ordinary cultivation of said real estate. It is understood that said cable and/or cables shall be buried at least THIRTY-SIX INCHES (36") under the surface.

The Grantee shall have the right of ingress and egress over and across said real estate, together with the right to install gates in any fences crossing said right of way and easement. Without the written consent of the Grantee, no structure or obstruction shall be placed on said right of way and easement which interferes or might interfere with Grantee's service or endanger its cable and cables; nor shall any excavation be made by the Grantor, his heirs and assigns on the right of way and easement.

The Grantor, his heirs and assigns shall be entitled to recover from the Grantee a reasonable amount as damages to crops, fences and/or improvements by reason of said right of way easement, and further, the Grantee shall be liable, subsequent to the initial construction, for damages sustained by the Grantor, his heirs and assigns for reconstruction, operation, maintenance or removal of said cable and cables.

DATED AT Olivet this 4 day of August, 1960.

/s/ James C. Lusk  
James C. Lusk

/s/ Beatrice A. Lusk  
Beatrice A. Lusk

STATE OF Kansas, COUNTY OF Osage SS:

BE IT REMEMBERED that on this 4 day of August, 1960 before me, the undersigned Notary Public in and for said County and State aforesaid, came James C. Lusk & Beatrice A. Lusk, Husband and Wife who are personally known to me to be the same person 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)  
My commission expires April 24, 1961

Erma Weimer  
NOTARY PUBLIC

FROM  
J. F. Lusk  
and wife  
TO  
U. D. Curtis

State of Kansas, Osage County, ss.  
This instrument was filed for record on the 16th day  
of October, 1920, at 8 o'clock A. M.  
S. Alice Kelly  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

Agreement, Made and entered into the 16th day of February, 1920, by and between  
J. F. Lusk and M. E. Lusk his wife  
of \_\_\_\_\_, Kansas  
and U. D. Curtis, Larmer, Kansas  
party of the first part, hereinafter called lessor (whether one or more),  
party of the second part, lessee.  
WITNESSETH: That the said lessor, for and in consideration of  
\$1.00 and other considerations  
DOLLARS,  
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed,  
has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for  
oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of  
land situate in the County of Osage, State of Kansas, described as follows, to wit:

N. W. 1/4 and W. 1/2 of Sec. 14  
of Section 14, Township 19N., Range 15E., and containing 2.40 acres more or less.  
It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced  
from said land by the lessee.  
In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.
  - 2nd. To pay the lessor one hundred (\$100.00) Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling-house on said land during the same time by making his own connections with the wells at his own risk and expense.
  - 3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of no consideration Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.
- If no well be commenced on said land on or before the 16th day of February, 1921, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Bank at \_\_\_\_\_, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$240.00 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.
- Should the first well drilled on the above-described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period, which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.
- If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.
- Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.
- When requested by lessor, lessee shall bury its pipe lines below plow depth.
- No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor.
- Lessee shall pay for damages caused by its operations to growing crops on said land.
- Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
- If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due shall make due payment of said rental.
- Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above-described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, We sign this the 25th day of Feb, 1920.  
Witness:  
J. F. Lusk (Seal.)  
M. E. Lusk (Seal.)

ACKNOWLEDGMENT TO THE LEASE.  
State of Kansas, County of Osage, ss.  
BE IT REMEMBERED, That on this 25th day of Feb, in the year of our Lord one thousand nine hundred and Twenty, before me, a Notary Public in and for said County and State, came J. F. Lusk and M. E. Lusk his wife to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
g. H. Selig Notary Public.

(My Commission expires Jan 7 - 1921)

For Assignment see Original Deed see Vol 17 Mac 563

Exhibit "H" consisting of 2 pages

V. O. Curtis :  
To : ASSIGNMENT.  
W. H. Warner :  
Filed for Record Oct 16 1920,  
at 8 30 A. M.  
S. Alice Kelly, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS: THAT V. O. Curtis, of Osage County State of Kansas, the within named grantor in consideration of the sum of One Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto W. H. Warner heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF the said grantor has hereunto set his hand, this 14th day of Sept 1920.

V. O. Curtis.  
Acknowledgment to the Assignment.  
State of Kansas, County of Franklin, SS.

BE IT REMEMBERED, That on this 14th day of Sept in the year of our Lord one thousand nine hundred and Twenty, before me, a Notary Public, in and for said County and State, came V. O. Curtis and -- to me personally known to be the identical person who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

G. E. Freeman Notary Public.  
(NOTARIAL SEAL) My commission expires Jan 20, 1923.

This Assignment, Assigned on the original Lease, which is recorded in Vol Lease D Page 8.

V. O. Curtis :  
To : ASSIGNMENT.  
W. H. Warner :  
Filed for Record Oct 16 1920,  
at 8 30 A. M.  
S. Alice Kelly, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS: THAT V. O. Curtis, of Osage County, State of Kansas the within named grantor in consideration of the sum of One Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto W. H. Warner heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 14th day of Sept 1920.

V. O. Curtis.  
Acknowledgment to the Assignment.  
State of Kansas, County of Franklin, SS.

BE IT REMEMBERED, That on this 14th day of Sept in the year of our Lord one thousand nine hundred and Twenty, before me, a Notary Public, in and for said County and State, came V. O. Curtis and -- to me personally known to be the identical person who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

G E Freeman Notary Public  
(NOTARIAL SEAL) My commission expires Jan 20, 1923.

This Assignment, Assigned on the original Lease, which is recorded in Vol Lease D Page 9.

V. O. Curtis :  
To : ASSIGNMENT.  
W. H. Warner :  
Filed for Record Oct 16 1920,  
at 8 30 A. M.  
S. Alice Kelly, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS: THAT V. O. Curtis, of Osage County, State of Kansas the within named grantor in consideration of the sum of One Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto W. H. Warner heirs and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions herein contained.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 14th day of Sept 1920.

V. O. Curtis  
Acknowledgment to the Assignment.  
State of Kansas, County of Franklin, SS.

BE IT REMEMBERED, That on this 14th day of Sept in the year of our Lord one thousand nine hundred and Twenty before me, a Notary Public in and for said County and State, came V. O. Curtis, and -- to me personally known to be the identical person who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

G E Freeman Notary Public.  
(NOTARIAL SEAL) My commission expires Jan 20 1923.

This Assignment, Assigned on the original Lease, which is recorded in Vol Lease D page 10.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Karla M. Schulte and Herman J. Schulte Trustees of Karla M. Schulte Trust dated August 1, 2013	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <i>(Apply to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 6805 Mize Rd	Requester's name and address (optional)
	6 City, state, and ZIP code Shawnee, KS 66226	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## SELLER'S AFFIDAVIT AND INDEMNITY

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Issuing Office File No.: 202006102

I/We, Karla M. Schulte and Herman J. Schulte Trustees of Karla M. Schulte Trust dated August 1, 2013, being first duly sworn, on oath depose and state that I/we, own the following described property:

### Tract I

The Northwest 1/4 of Section 24, Township 18 South, Range 15 East of the 6th P.M., except the A.T. & S.F. Railroad right of way and except a tract of land commencing 25 feet South of the Northeast corner of the Northwest 1/4; thence West 780 feet parallel with section line, thence South 125 feet, thence East 780 feet, thence North 125 feet to the place of beginning.

### Tract II

The West 1/2 of the Northeast 1/4 of Section 24, Township 18 South, Range 15 East of the 6th P.M., in Osage County, Kansas.

I/We have owned the property now being sold or mortgaged by me/us continuously for \_\_\_\_\_ years, and my/our possession thereof has been peaceable and undisturbed and the title to said property has never been disputed to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. There are no agreements or tenancies or leases, contracts for conveyance, unrecorded mortgages, home improvement loans, chattel mortgages, financing statements, conditional sales contracts, land sale installment contracts, security agreements, private mortgages, wraparound mortgages, retention of title agreements, personal property agreements, Title I or Title II house or improvement loans, or other documents or instruments affecting any fixtures, appliances, or equipment which are now installed in or upon said real property or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, affecting the property other than in connection with which this Affidavit is given.
2. There are no contracts or amendments of contracts for sale of this property, other than the one produced for this closing, dated \_\_\_\_\_.
3. I/We **DO or DO NOT (circle one)** have a home equity line of credit.
4. The Seller(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
5. Said property is not subject to any encroachments or defects which would be revealed by an accurate survey, unrecorded rights of way, easements or party walls. I/We am/are unaware of any boundary disputes with any owners of adjoining real estate.
6. The Seller(s) has/have allowed no unrecorded easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights or passage to others over the premises above described and had/have no knowledge of such adverse rights.

7. The Seller(s), at present, and for a period of **TWELVE MONTHS** past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any labor, services, or material to be delivered to the premises for which charges therefore remain unpaid. No claims have been made to me/us, nor is any suit now pending on behalf of any contractor, subcontractor, laborer, or materialman.
8. I/We have received no notice from any public authority, requiring any improvement, alteration or change to be made in or about said property, nor any bill for work done or improvements made to or for the benefit of the property, nor any notice of a special tax bill or notice of contemplated or proposed improvements for which a special tax bill might be issued. There are no due or delinquent bills for sewer fees or special assessments.
9. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
10. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, in any State or Federal Court in the United States, to which the Seller is a party; nor am/are I/we contemplating bankruptcy, nor do I/we know of any Federal Court Judgment, Federal Tax Lien, or any other Federal Lien of any kind or nature whatever which now constitutes a lien or charge upon the above described real property.
11. That there are not any delinquent real estate taxes or unpaid current real estate taxes; nor any pending or levied assessments on the real estate, including but not limited to those for trees, sidewalks, streets, sewers and water line.

This affidavit is given to induce any purchaser to purchase, any lender to accept a mortgage on the property and to induce Agents National Title Insurance Company, and their principals and agents to issue its title insurance policy or policies in reliance upon any of the statements contained herein, and should Agents National Title Insurance Company, in its sole discretion, issue insurance in reliance upon such representations, affiant agrees to indemnify and hold Agents National Title Insurance Company, and its principals and agents, harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said Agents National Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

DATE: \_\_\_\_\_

Karla M. Schulte and Herman J. Schulte Trustees of Karla M. Schulte Trust dated August 1, 2013

BY: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to before me the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of Karla M. Schulte and Herman J. Schulte  
Trustees of Karla M. Schulte Trust dated August 1, 2013, on behalf of the Trust.

\_\_\_\_\_  
Notary Public

Affix stamp/seal:

## AFFIDAVIT OF NON PRODUCTION

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Karla M. Schulte, of lawful age, being first duly sworn on oath states:

That this affiant is familiar with the following described property in Osage County, Kansas, to-wit:

N. W. ¼ and W ½ of N.E. ¼ of Section 24, Township 18S, Range 15 E, Osage County, KS

which property is covered by Oil and Gas Lease in favor of V. O. Curtis recorded October 16, 1920 in the Office of the Register of Deeds of Osage County, Kansas in Book Lease D, page 9 and later assigned to W. H. Warner heirs and assigns by Assignment of Oil and Gas Lease recorded October 16, 1920 in the Office of the Register of Deeds of Osage County, Kansas, in Book 17 Misc., page 563.

Affiant knows of her own knowledge that no production of oil, gas or other minerals has been obtained upon any of the above described property within the last five (5) years; that the primary term of said Lease was five (5) years from the date thereof, that the owners of record or any other person has not agreed to any extensions of said leases nor have said owners or any other person received lease payments therefor and that by the terms of said lease it is no longer in force or effect.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Karla M. Schulte

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Karla M. Schulte.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.  
AdVanced Title, LLC, 621 Topeka Ave., Lyndon, KS 66451, (785) 828-3736