Lyon County Title LLC

423 Commercial Street
Emporia, KS, 66801
(620) 343-1490
Fax: (620) 343-1492

Date: March 19, 2026

To: Griffin Real Estate
In Re: Hannigan Report #26-16479
3173 Road P & 3178 Rad P (Lyon County)

STATEMENT

Report	$
Copies	$
	_____
Total Amount Due	$Prelim

THANK YOU !!!

LYON COUNTY TITLE, L.L.C.
423 Commercial
Emporia, KS 66801

Agent For: **FIRST AMERICAN TITLE INSURANCE COMPANY**

"INFORMATIONAL REPORT ONLY"
Prepared For: Griffin Real Estate Schedule A
REPORT NO.: 26-16479 FILE NO.: TI-16479

EFFECTIVE DATE: March 19, 2026 at 7:55 o'clock A.M.

Inquiries Should Be Directed To: Shirley Glasgow
620-343-1490

1. Title to the fee simple estate or interest in the land described or referred to in this Report is at the effective date hereof vested in:

James W. Hannigan Jr. and Eva Marie Hannigan

2. The land referred to in this Report is described as follows:

The West half of the Northwest Quarter (W ½ NW 1/4) of Section 32, Township 16 South, Range 12 East of the 6th P.M., containing 80 acres, more or less according to Government Survey – in the County of Lyon, in the State of KS.
AND
The Northeast Quarter (NE ¼) of Section 31, Township 16 South, Range 12 East of the 6th P.M., in Lyon County, Kansas.

LYON COUNTY TITLE, L.L.C.

Agent For: **FIRST AMERICAN TITLE INSURANCE COMPANY**

"INFORMATIONAL REPORT ONLY"
Schedule B-I
REPORT NO: 26-16479

1. NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this report; nor is the Company liable for errors or omissions in this report.
If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary.

Limitation of Liability for Informational Report

IMPORTANT-READ CAREFULLY: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance of guaranty. This report is issued exclusively for the benefit of the applicant therefor, and my not be used or relied upon by any other person. This report may not be reproduced in any manner without First American's prior written consent. First American does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First American's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that First American would not have issued this report but for the limitation of liability described above. First American makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

SPECIAL EXCEPTIONS

2. General taxes and special assessments for the year 2026 and subsequent years. (Tax ID# IT00144) (2025 taxes were in the amount of $711.46) (2025 taxes have been paid in full, 2026 taxes are not yet due or payable) (3173 RD P)

3. General taxes and special assessments for the year 2026 and subsequent years. (Tax ID# IT00151) (2025 taxes were in the amount of $890.10) (2025 taxes have been paid in full, 2026 taxes are not yet due or payable) (3178 RD P)

4. A right of way easement to Lyon County Electric Coop., filed August 7, 1939 at 3:30 o'clock P.M., in Book 186, page 36, in the office of the Register of Deeds, Lyon County, Kansas. (3173 RD P)

5. An easement to the City of Eskridge, filed October 4, 1965 at 4:00 o'clock P.M., in Book 293, page 20, in the office of the Register of Deeds, Lyon County, Kansas. (3173 RD P)

6. An oil and gas lease to Western Land Services, filed August 19, 2002 at 11:17 o'clock A.M., in Book 553, page 349, in the office of the Register of Deeds, Lyon County, Kansas with multiple assignments. (3173 RD P)

7. A right of way easement to Lyon County Electric Coop., filed August 7, 1939 at 3:30 o'clock P.M., in Book 186, page 37, in the office of the Register of Deeds, Lyon County, Kansas. (3178 RD P)

8. An oil and gas lease to Paul W. Fleeger, filed March 12, 1951 in Book 220, page 237, in the office of the Register of Deeds, Lyon County, Kansas with multiple assignments. (3178 RD P)

9. Any right of ways for roads or highways.

10. Terms and conditions of contracts, if any, with the United States Department of Agriculture.

11. Rights of Agricultural Tenants in possession, if any.

END OF SCHEDULE B

2013-02695 1

Exception: 9

STATE OF KS LYON CO
VICTORIA LOPEZ, REGISTER OF DEEDS
2013-02695
DATE RECORDED: 07/26/2013 03:59:52PM
MTG INDEBT: 0.00 RECEIPT #:19599
REC FEE: $ 6.00
TECH FEE: $ 2.00

WARRANTY DEED
(Joint Tenancy)

James W. Hannigan, Jr. and Eva Marie Hannigan, husband and wife, Grantors

convey and warrant to James W. Hannigan, Jr. and Eva Marie Hannigan, Grantees, as joint tenants with right of survivorship and not as tenants in common, all the following described real estate in the county of Lyon and the State of Kansas, namely:

The West half of the Northwest Quarter of Section Thirty-Two (32), in Township Sixteen (16) of Range Twelve (12) containing eighty (80) acres, more or less according to Government Survey – in the County of Lyon, in the State of Kansas.

AND

Northeast Quarter of Section Thirty-one (31), Township Sixteen (16), Range Twelve (12), in Lyon County, Kansas.

for the sum of One Dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements and restrictions apparent and of record.

Dated: July 26, 2013

JAMES W. HANNIGAN, JR.

Dated: July 26, 2013

EVA MARIE HANNIGAN

STATE OF KANSAS, COUNTY OF LYON, SS:

BE IT REMEMBERED, that on this 26th day of July, 2013, before me the undersigned, a notary public in and for the county and state aforesaid, came James W. Hannigan, Jr. and Eva Marie Hannigan, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Jennifer F. Bhatti
Notary Public - State of Kansas
My Appt. Expires 1-11-2016

NOTARY PUBLIC
My Commission Expires: 1-11-2016

2013-02540-1
STATE OF KS LYON CO
VICTORIA LOPEZ, REGISTER OF DEEDS
REC FEE: $8.00 07/17/2013 09:14:21AM

Exception: 4

DEED RESERVING LIFE ESTATE ✓ Both deceased

THIS INDENTURE is made this 15 day of July, 2013, between James W. Hannigan and Donna L. Hannigan, husband and wife, of Lyon County, Kansas, as "Grantors", and James W. Hannigan, Jr., as "Grantee".

WITNESSETH:

That Grantors, in consideration of love and affection duly had from and for Grantee, do by these presents, and subject to the reservations hereinafter set forth, grant, bargain, sell, and convey unto Grantee, his heirs and assigns, all of the following described real estate owned by Grantors, and situated in the County of Lyon, and State of Kansas, namely:

The West half of the Northwest Quarter of Section Thirty-Two (32), in Township Sixteen (16) of Range Twelve (12) containing eighty (80) acres, more or less according to Government Survey – in the County of Lyon, in the State of Kansas.

AND

Northeast Quarter of Section Thirty-one (31), Township Sixteen (16), Range Twelve (12), in Lyon County, Kansas.

RESERVATIONS: Grantors hereby reserve unto Grantors an estate for and during their natural lifetimes in and to the above described real estate.

TO HAVE AND TO HOLD the same, subject to the reservations set forth above, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining forever.

And Grantors, for themselves, their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with Grantee that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above-granted and described premises with the appurtenances; that the same are free, clear, discharged, and unencumbered of and from all former and other grants, titles, charges, estates, judgment, taxes, assessments, and encumbrances of whatever nature or kind, except mortgages, easements, and restrictions of record; and that they will WARRANT and forever defend the same unto Grantee, his heirs and assigns, against Grantors, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same, subject in all events to the reservations set forth above.

IN WITNESS WHEREOF, Grantors have hereunto set their hands the day and year first above written.

James W. Hannigan
JAMES W. HANNIGAN, Grantor

Donna L. Hannigan
DONNA L. HANNIGAN, Grantor

STATE OF KANSAS, COUNTY OF LYON, SS:

BE IT REMEMBERED, that on this 15th day of July, 2013, before me the undersigned, a notary public in and for the county and state aforesaid, came James W. Hannigan and Donna L. Hannigan, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Jennifer F. Bhatti
Notary Public - State of Kansas
My Appt. Expires 1-11-2016

Jennifer F. Bhatti
NOTARY PUBLIC
My Appointment Expires: 1-11-2016

-CK
10.00
6.00

2002 AUG 19 AM 11:17

STATE OF KS LYON CO
VOL 553 PAGE 349
REGISTER OF DEEDS
VICTORIA LOPEZ

PRODUCERS 88-PAID UP
Kansas CBM Form
Prospect: Waterloo (SB)

OIL AND GAS LEASE

WLS 3569

This Agreement, made and entered into this 29 day of **May**, 200 **2**, by and between **James W. Hannigan and Donna L. Hannigan, husband and wife**

whose address is **3178 Road P, Admire, Kansas 66830**
hereinafter called Lessor (whether one or more) and **Western Land Services, Inc.**
whose address is **1100 Conrad Industrial Drive, Ludington, Michigan 49431** their successors and assigns, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00 +) DOLLARS cash in hand paid, the receipt and sufficiency are hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, including, but not limited to, coalbed methane, helium, nitrogen, carbon dioxide, and all substances produced in association therewith from coal bearing formations or elsewhere, that may be produced from any well drilled under the terms of this lease, with rights of way and easements for laying pipe lines and servicing or drilling other wells in the vicinity of said lands, and erection of structures thereon to produce, save and take care of said products, including the right to inject salt water and production fluids into strata below those providing fresh water from wells located on the herein leased lands or on adjacent lands, all that certain tract of land, together with any reversionary, remaindermen and executory rights therein, situated in Lyon County, State of **Kansas** described as follows, to-wit:

Township 16 South – Range 12 East – Lyon County, Kansas

Section 31: The Northeast ¼ (containing 157 acres, more or less)

Section 32: The West ½ of the Northwest ¼ (containing 80 acres, more or less)

And containing 237 acres, more or less, together with all strips or parcels of land (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor.

1. It is agreed that this lease shall remain in force for a term of **five (5)** years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. 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 Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the net proceeds at the well from proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.
   3rd. To pay Lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.
   4th. To pay Lessor one-eighth (1/8) of the proceeds received from the sale of any substance covered by this lease, other than oil and gas and the products thereof, which Lessee may elect to produce, save, and market from the leased premises.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. Lessor and Lessee hereby made, as express provisions of this lease, the following: It is agreed that this lease shall remain in force for a term of **five (5)** year(s) from the date, and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee, its successors and assigns. Lessee has the option to extend this lease for an additional term of **five (5)** year(s) from the expiration of the primary term of this lease, and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee, its successors and assigns, said renewal to be under the same terms and conditions as contained in this lease. Lessee, its successors or assigns, may exercise this option to renew if on or before the expiration date of the primary term of this lease, Lessee pays or tenders to the Lessor or to the Lessor's credit, the sum of **ten ($10.00)**, dollars per net mineral acre.

18. Bonuses may be paid by check or draft and may be remitted by mail. Mailing of bonuses on or before the bonus paying date shall be deemed a timely tender thereof and shall preclude termination of this lease.

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

James W Hannigan
James W. Hannigan

Donna L Hannigan
Donna L. Hannigan

SS/Tax ID # [redacted]

SS/Tax ID # [redacted]

State of **Kansas**

County of **Lyon**

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29 day of May, 2002, Personally appeared **James W. Hannigan and Donna L. Hannigan, husband and wife** to me known to be the person(s) described in and that executed the foregoing instrument and acknowledged to me that each executed the same in his (her,their) free act and deed.

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

MY COMMISSION EXPIRES:

Colby J Woody

COLBY J. WOODY
Notary Public - State of Kansas
My Appt. Expires 5/10/06

Notary Public:
Address:

OTHER PROVISIONS

19. Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be done in consultation with the Lessor, provided however, the Lessor shall not attempt to prohibit said construction or make unreasonable requests of the Lessee.

20. Lessee agrees that as soon as is reasonably possible, following completion of its operations, Lessee shall restore its well site, as nearly as possible, to its original condition and land contour.

21. Lessee agrees to be a prudent operator and will keep all surface disturbances to the minimum area necessary to conduct its operations.

22. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

23. Pursuant to paragraph #9 of this lease, Lessee agrees that within thirty (30) days of commencement of operations on the herein described lands, Lessee agrees to pay Lessor a one-time damage payment of $500 for each acre of actual damage caused to Lessor's property as a direct result of Lessee's operations under the terms of this lease.

4. If any well capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, is at any time shut in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's well located on said lands or on lands pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgement are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender to Lessor at above address via U.S. Mail on or before said date, as royalty, the sum of $1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells located on said land or on lands polled or unitized therewith is sold or used off the premises before the end of any such period, or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or re-working operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. For purposes of promoting the development of shallow gas and associated hydrocarbons produced in conjunction therewith, Lessee is granted the power to pool and unitize this lease into a development pooled unit of up to 5,760 acres. This grant shall only be effective if Lessee drills or has drilled no later than one (1) year from declaration of pooling and in no event later than one (1) year after the expiration of the primary term hereof, at least two wells within the pooled unit. This special pooling grant is only effective as to formations hereby defined as geologic formations located from the surface of the earth to one hundred feet (100') below the top of the Mississippian Carbonate formation. To utilize this pooling grant Lessee shall file with the Recorders Office of the relevant county or counties a declaration of the exact description of the unit formed pursuant to this clause. Subject to fulfilling the above described drilling requirements, such declaration is all that is required to establish the pooled unit. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease. Lessor shall receive on hydrocarbon production thus pooled such proportion of the royalty stipulation herein reserved as the amount of Lessor's acreage placed in the unit bears to the total acreage so pooled in the particular declared unit, regardless of which wells the production actually comes from. After one such unit has been declared, Lessee may add other lands to such unit up to the limit of 5,760 acres.

14. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

15. 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 mortgages, 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, and Lessor hereby agrees that any such payments made by Lessee for the Lessor may be deducted from any amounts of money which may become due the Lessor under the terms of this lease. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Doris and Lee McKinley 17

EASEMENT TO THE CITY OF ESKRIDGE, KANSAS
A MUNICIPAL CORPORATION, FOR THE PURPOSE OF LAYING,
MAINTAINING, SERVICING, MOVING AND REMOVING GAS PIPE LINES.

For and in consideration of the sum of one dollar ($1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned to hereby grant to the City of Eskridge, Kansas, an easement, prescription and right of way to install, operate, maintain, move and remove gas pipe lines, conduits, fittings or any auxiliaries thereto, for the purpose of conveying, transporting and servicing natural gas through and across the following described real estate in Lyon County, Kansas:

The west 30 feet of the east 55 feet of the NE¼ of Sec. 31, T 16 S, R 12 E of the 6th P.M., Lyon County, Kansas

The City of Eskridge, Kansas shall be responsible for all reasonable damages for the pipeline construction or during maintenance.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, as long as said pipelines or any equipment thereto are installed thereunder or used or remain thereon, with the right of ingress and egress to said property at all times.

IN WITNESS WHEREOF, this instrument has been executed the 7th day of Sept, 1965.

Doris McKinley

STATE OF KANSAS } ss.
COUNTY OF Lyon

BE IT REMEMBERED, that on this 7 day of Sept, 1965, before me, a Notary Public in and for said County and State, came

Doris Mc Kinley A Widow

who are personally known to me to be the same persons who executed the foregoing 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 official seal the day and year last above written.

NOTARY PUBLIC

My commission expires July 15, 1969.

STATE OF KANSAS, LYON COUNTY } ss
Filed for Record this 4 day of Oct
1965 at 4:00 o'clock PM and duly recorded
in Vol 293 Page 20
REGISTER OF DEEDS
By DEPUTY

20

Location Number, Kansas 025 A, Lyon 36

RIGHT-OF-WAY EASEMENT

FROM

Lee McKinley & wife

TO

THE LYON COUNTY ELECTRIC CO-OPERATIVE, INC.
EMPORIA, KANSAS

STATE OF KANSAS, } ss.
COUNTY OF LYON, }

This instrument was filed for record in the office of Register of Deeds of said County, on the 7 day of Aug. 1939, at 3:30 o'clock P. M.

Mrs. Oliver T. Atherton
By Lelia Farr, Deputy Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Lee McKinley and Doris McKinley (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto The Lyon County Electric Co-operative, Inc., whose postoffice address is Emporia, Kansas, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Lyon, State of Kansas, and more particularly described as follows:

N.E.¼ 31-16-12

a tract of land approximately 160 acres in area located 17 miles N.E. from the city of Emporia, Kansas,

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Federal Land Bank

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 23 day of March, 19 39

Lee McKinley

Doris McKinley

State of Kansas, Lyon County, ss:

Be it remembered that on this 23 day of March, 19 39, before me a notary public in and for the above named county and state, came Lee McKinley and Doris McKinley who are personally known to me to be the same persons who executed the foregoing instrument of writing and such persons duly acknowledged the execution of the same. In witness whereof I have hereunto affixed my hand and seal the day and year last above written.

R. A. Riddle
Notary Public.

(Notarial Seal)

My commission expires

September 7, 1942

Location Number, Kansas 025A, Lyon

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RIGHT-OF-WAY EASEMENT

FROM

H. W. Messenheimer & wife

TO

THE LYON COUNTY ELECTRIC CO-OPERATIVE, INC.
EMPORIA, KANSAS

STATE OF KANSAS, } ss.
COUNTY OF LYON, }

This instrument was filed for record in the office of Register of Deeds of said County on the 7 day of Aug 1939 at 3:30 o'clock P.M.

Mrs. Oliver T. Atherton
By Lelah Farr, Deputy Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, that the undersigned H. W. Messenheimer and Mrs. H. W. Messenheimer (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto The Lyon County Electric Co-operative, Inc., whose postoffice address is Emporia, Kansas, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Lyon, State of Kansas, and more particularly described as follows:

W½ NW¼ 32-16-12

a tract of land approximately 80 acres in area located 1 3/4 miles —

from the city of Admire,

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Free and clear

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this ~~11~~ 1 day of August, 1939

H. W. Messenheimer

Mrs. H. W. Messenheimer

State of Kansas, Lyon County, ss:

Be it remembered that on this 28 day of September, 1939, before me a notary public in and for the above named county and state, came Mr. and Mrs. H. W. Messenheimer and who are personally known to me to be the same persons who executed the foregoing instrument of writing and such persons duly acknowledged the execution of the same. In witness whereof I have hereunto affixed my hand and seal the day and year last above written.

W. P. Burnap (Notarial Seal)
Notary Public.

My commission expires

9-7th 1942

Assigned to Skelly Oil Co. Oil and Gas Rec. Book 46, Page 467, May 14, 1953

Form L. H. 55-42
Kan. Okla. & Colo.

OIL AND GAS LEASE

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THIS AGREEMENT, Entered into this the 2nd day of March
H. W. Messenheimer and Gertie Messenheimer, his wife
Admire Kansas

and Paul W. Pfenger, 436 N. Oliver, Wichita, Kansas hereinafter called lessee,

1. That lessor, for and in consideration of the sum of Ten and other Dollars ($ 10.00), the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and by these presents does grant and lease unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and liquid and gaseous hydrocarbons, and for housing and boarding employees, the following described tract of land in Lyon County, Kansas, to-wit:

The West Half of the Northwest Quarter (W½ NW¼)

in Section 32 Township 16 South, Range 12 East, and containing 80 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for all of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where no oil well under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other products, or for sale, one-eighth of the market value at the mouth of the well. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the Lyon County State Bank at Emporia, Kansas, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Eighty & NO/100000 Dollars ($ 80.00), which shall operate as a rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced within twelve months from the expiration of the last rental period for which rental has been paid, or provided that within said period the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and amount herein above