State of Kausas?

Price County See

I we Lowery County telerk of Rice County Hausas do hereby testify

What the mithin massed and foregoining is a brue Copy of the report of The

Kausas Widland Railway Company's Condemnation Through Rice County Kausa as her report on File in my office Whites my hand and official seal this 27th day of June a. D 1887
What Lourey County Clerk Commissioners Report. In the mallet of the condemnation of the right of way for the Kaus as Midland Railway bompany from the east line of Rice Country Kaus as to The north line of and Rice Country Kaus as to all Whom it May Concern: The underigned the Board of Ceruty Commissioners of Rece Couly Kansas, state; First. That we began on the 20 day of fine a. D. 1887 to lay off a water for right of way et for the Kausas Midland Railway Company through Rice County Kaus as from the castline thereof to the north line thereof all as per map and profile on file in the office of the County telerk of said louty, a copy of which we had in our possession as our guide in performing our work, as herein after set forth. The order made by us the petition praying for said order and our outh as commissioners, as provide t by law, are all duly recorded in the office of the Register of Deeds in and for said County of Rice and by reference the same hereby are made a hart of this report, as though annexed thereto. Said orders fetition and outhan re corded on hages in book of Dud Records in said County. Said order recitio our duties and we state that we have complied with the same, and we state specifically that we have amongst other duties, done the following things, to wit: second after reading said order and petition we duly made and signed a notice that we would, on June 20th a. D. 1887 meet at the City of Lyons at 110'clock a M., of said day, and proceed to lay off Raid route, ele, as provided in said order, for said company, as fer bocation as shown us and designated on the ground and as per map hereinbefore referred to. Third Mccaused said redice to be published in the Lyons Republicana weekly news paper, printed, published, and in general circulation in said County, for thirty days next numediately prior to the time fixed to meet in and notice a copy of said notice and proof of that due and proper notice of our meeting was given; endere met, as des is aled in said notice, acopy of and reduce and for organized as a Board of by selecting & allichards as behaviour and J. E. Seaward as Secretary and at said date, time and place as in said motive set out me met and proceeded to lay off said route, etc., as per said map, commencing at the north line of said territy, at the land of William Mulhayy in and we each ferenally viewed vowed each tract of land in schodulo "h" here it

annexed, and we laid off a route and right of way, depot grounds, etc., through all said hado, from commencement to end, as shown on schedule to from the north line of said bounty to the east line thereof. And we state that we laid off said route for said company's road bed, depot grounds, etc, all within the limits of said order, and all one hund dred feet inde, except as noted in schedule 6", and assessed the damages to landowners as by law provided, on each and every hack mentioned in a chedule 6, as per location by said company on the ground and designated on said map. Und we their adjourned to meet at leaning blecks office in Lyons Kous as at 8 o' clock a M, on June 20. 2. 1887, then and there to make our report or proceed further in assessment if necessary, or if we had omitted anything, we then adjourned at 7 P. M. to the following day on June 22 at 8 a. M. would. We certify that said company caused notice to be served on actual occupants of all said lands along said route, as by law provided, prior to our viewing and assessing damages to same we then at 7 P. M. adjourned until June 23 at 730 a. M. add now, tout; on the 23 rd day of June a. D. 1887, pursuant to our adjournment, having concluded the work of assessment and location, we proceed to make out our report of our doings in auch viewing, laying off route and assessing damages, and we state: Fifth We laid off the route (not furchased) on all trade; as by said company desired and as necessary for said company, one hundred feet wide, except as otherwise noted. on said schedule 6, and allow location as desired, and all being necessary for said company and designated by said company for the purposes set out in the order of said judge and for the purposes noted on said schedule "6" Sixth We made appraisement of land, assessment of damages and valuation to wike Damages for land later; damages to the remaining portion of land not laken, but damaged and regured by the location of said road; damages to confo, buildings, inprovements, and all damages otherwise sustained by the location of the railway over such lands bud and appraisement was made on each quarter section, or lot of land on another hand found is located. And we did in our approximent consider ben efto to any land, but excluded the same, the land appropriated out of each tractfor said company being designated on said schoole " " i.e., widthof ship and rum. ber of a sees in such ship, taken from each deparate tract, and all said land so taken is necessary for the use and benefit of Raid company for the Rafe and furper construction and operation of said railway, and ellevil and laken is within the limits of said order. and we made appraisament and assessment on each back laken i. e, on each quarter section or lot of land, and each tract smaller than a quartie sedion and a profile and a map are on file in the office of the tenuty Clerk, showing route and proposed ward bed, and were on file prior town newing said land or assessing damages, and the same being the located route of said company, as anwayed, and as per map on file in the of free of the County Clark mi and for Rece County, Kansas. refusher state that prior to any appraisement of land or assessment of damages, he

Ledders in 2 and Country of Res and Make of Houses. I see J about the Come Emphod with the Butules of Naus as and that ex dans vendunts and honoshalders and from of land where the sum is sured affectedly. And we allege that we have in all thungs made reparate valuation and approvement of each owners, interest in each undercong trac and valuations cover all stems of damages andained by each land owner; and that we have We same are fair, reasonable and just, and all benefits are excluded in such valuations, and is messerry for said confoury, for said designated purposes, and that all valuations on Mat all itims mentioned in earl selectule " Gas conset, exceptand ties, and that all hand latere ourse, areal shour on as hibit" 6" currened herds and made a part of this reform. And we are audomed by each such anous to land not haten, but damaged by reason of such becoking, and damager to orops, buildings, improvements and other damages anotomed by each such Taken from each broak, and value of land taken from each bre st, and amount of damages devision, and is storm burrely and vange over which said route passes, and the quantity of the owner of each break of tunk so lation, the part of rection, quarter excher, or arrealler ent shown on extirbit " 6", in courselin wilk each load of land. And we slate that the name Kundred feet with veryes said hailte, and contains the number of a sice and hundredthe, as wald the same in surrestion with each trackly landing whealule to daid right of way is one estimments or right of way for said proposed railway was carefully aurayed, to the out that we imaght correctly according the family band (aker, and recersarily as laters for said railway freshows, all within the trimbs provided by (awe, out of cook quark within of land, or other by or amother subdinain of land, and we did on as externand how

John Hever of Commencer of Escholary & Whetherto Cumosome daman

Their County. Kenoas In the matter of the Haus as Midland Railway Company's condamnation of the rightly way through The Hausos Midland Valuery Comfrany. Afridais of Nublication.

for fine consecution weeks, and full calien haring been made onthe 3 day of Ma 10.8,1887 oath alleges that he is one of the funker of the Lyons Afrellican, a weakly newapoper fullables and funked and funked at Lyons in the County House of goneral cuandolin in sound County, that the armes of notice was fruited at sullicited in the operature nowapop the shots of show of 35 1887 ferencedly come Chart Coulding, who boung duly swaring The Slats of Hours are 355

The sula de wern to beforeme the 23 day of fine 4.3. 186? I blow Public

Notice of Condemnation. In the Walter of Condemnation Proceedings by the Kans as Milland Chailway Company to condemn the highlighway for it's Railway in their County, Kansas. To whom it may loncern! Notice is hereby given that the undersigned, bounty Commissioners of Rice County, Kans as I having beenapplied to by the Kans as Midland Kailway Company, a corporation doing business under the laws of the state of Kaus as to assess damages to the owners of lands to be appropriated by said Rulway leonfany for its right of way through their County, Kaus as, by reason of the worshindin of the railway of the Kans as Midland Railway bompan through said county, will meet on the 20th day of June 1887, at the hour of eleven o'clock a. m. in the leity of Lyons, on the line of said railway, where the same intersects the Marion + Motherson Railway, made oily of degons, in and hice boundy, Xuns as, and from a aid point will lay off said bompany's line of night of way through said County and assess the damages along the located line for conte of said nail way from said fromit through paid Rice County, as desired by said Kailway Company, and also will lay off hand along the line of said nailway suitable for depot younds, sidings and lands for other purposes desired by said company in the construction of said railway, all withe movemen provided by law, and thet we will continue our proceedings from day to day until the work of assessment and condemnation be to completed through said Rice County. Done at Lyons, Kausas, this 25th day of april a.D. 1887 J. C. Seaward who Howard Comby Commissioners of Rici, Co, Kas. allet Won Lowrey County blenk
Memoranda of Award.
City of Lyons Rice County, Kansas Mrs Phoebe Jay; I right of way along and reportaint that Between Blocks 13, 14, 12 and 15 mi Mrs Photos Jay's 2" addition to the killy of Lyons Rice County Kansas, as shown by the recorded Plat 50 but mide Damages \$1.00 Feb mide W. H: Walfe Damages Veroes tract in section 4 in Township 20 south Range 8 west, bounded on the morth by Name theet, on the South by commercial Street on the west by Sherman Wenne on the one Half section kine of section 4, on the east by the property of Conkling and David. Land Taken 7/10 of an a encs. Damages to Land Taken \$140.00 Damages to land not taken and Ines \$100.00 \$240,00 a. W. Spease: Herrs track of land in secution 33, in Loursalif 19 south Range 8 west Bounded on the

east by Dewitt Sheet, on the worth by main Mut, on the west by the Half section line of

action 33, on the North by Walcollo addition to the leity of L	yous. 95%100 a cres \$190.00
of Kand Jaken. Damages to land laken Damages to lands not laken, crops etc.	10.00
Damages to lands not taken, crops etc., Jotal J. M. Smith:	18200,00
Oll of Lots 13:14.15 and 16 Block 4 Walcotts addition to the beily of Lys as shown by the recorded plat thereof.	ono Rice Combe Kans
as shown by the recorded plat thereof.	\$200.00
W W Walcott:	
Let 17.18.19, 20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,357	3637,38,39.40,41,
142, 434 44 all of said Lots in Walcotts addition to the leity of Lyons,	Rice County , Kausus.
142, 434 44 all of said Lots in Walcotts addition to the leity of Lyons, as shown by the recorded plat thereof. Damages to Land taken	\$1400-00
The other Damages.	
Memoranda of Award.	,
William Mulhaggen:	a ka h
Across the North East quarter of section one in township 1.8 and ran	\$ \$7.70
Acres Taken 2.71 Damages to Land laken	*67.75` * (7.40)
Damages to Land not Taken Damages to brok un No other Damages un Total	\$ 17. 7.5
11. Baum:	# /17, 73
Acros the north west quarter of Lection 6 in Township 18 conth	Lange 8 west.
5.44 acres of Land Taken. Damages to Land laken	\$136.00
Damages to Land not Taken	\$106.00
Damages to brops and Improvements	\$ 9.00
No other damages. Total.	\$ 245,00
Shelden Stodderd; and J. W. Starkeneather	
Oleroso the worth west Quarter of Section 6 in township 18, 2outh Range 81	west. 3.20 acresofland
Haken. Damages to Land laken	\$80.00
Daniages to land not Taken	\$ 50.00
Damages to brops and other improvements in no other damages, Total	\$130,00
United States:	
devosable worth east quarter of section 6, in lown ship 18 south range 8 w	rest, 4,49 acres of land
laken. Dama ges to land laken	#124.15
Danager to land not laken	\$100.00
Damages to crop and infrarements " No other damages. Total	\$ 224, 75
Com It to tout all all me to a to a still a to	1 - 1 - 1 - 1 h
Cleroso the East one half of the north east quarter of section 7 in I Wange 8 west. 4.04 a eres of land laken. Damages to land laken	\$ 101.00
Damages to land not Jaken	\$ 60.00
Namages to arsh and Infrovements	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
No other damages. Total	X11.1 aa

		
R.	Buckbae:	
		Range 8 west. 13 acres
.	one the north Half of the North West Lucher of Section 8, in bourshif 18, south 1 and laken. Damages to lands taken	s 3.25
	mages to lando not taken und mages to Coops ele, un Not other damages.	
J.	H. Tynnson:	
a	ares the bouth Half of the north west Quarter of Lection 8 millionship 18, and 6	Rouge 8 west . 4.0 lacres
	land taken. Dam ages to lands taken	\$100,25\
Da	magesto lands not (alen	\$66.00
Da	mages to crops undnuprovenents ~ No other damages. Total	18/60.25
W:	Skyles: "It the M. E. church of Kansas Center:	
lles	ous the oorth west Quarter of Declion 8, in township 18, south of Range Sucat. 5.	Haves of land taken.
d)a	mages to lands taken	A 125,25
Da	mages to land not taken	\$100,00
Du	mages to crops undollin improvemento ~ no other damages. Total	8225725
gu	mill Farland:	
llen	vas the south east Quarter of a clim 8, in Countril 18 south Range 8 was	st. 3,92 acres of land
la	ken Dumages to land laken	# 48.00
S	mages to land not lakent.	15.00
	rage to crops and other suprovement . No ther damages. Total	\$173,00
1	rge P. Webb:	
	soo the north east Inader of Section 17, intownship 18, south range 8	
9 1 5	der laken Damages to lando laken	\$1/5,25
1//	mages to lands not laken	\$100,00
14.	mages to crops and nuprovements	6,00
	ther damages. Total	#221.25
н	State of Kanoas;	8. 1263
	oso the worth west Quarter of section 16 in township 18, south range	
[i] -	ed Jaken. Damages to lando laken	\$ 88.25 \$ 75.00
li .	mages to Lands not laken	\$ 163.25
Geo	ge I. Évinger:	
	ors the south west Quarter of Section 16 in Counship 18 south Range 8 west. 7.	O 3 a creof land aken
	nages to lands taken	\$175.75
N .	rages to lando not laken	\$ 2,00.00
9 ~	uages to crops and Improvemento	18,00
	other damages. Total	\$393.75
Dur	oid Walson:	ļ
llen	so the north east quarter section 21 in lownship 18 South range owest	+ 3.40 u cres of land
lak	in. Dumages to land taken	#85:00
Dan	ages to land Not taken undermages to corps and improvement	\$85:00
a / W		\$8 J; U O

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L. M. Kenzie:
 Acros the north west quarter of Section 21 in boundary 18 South Range 8 west: 2.74 acres of land
 Vaken. Damages to land taken
                                                                                    $ 68.50
 Damages to land not later un Damages to crops and sufremented in the other damages. Total
                                                                                      $ 68.50
 S. a. Vgilber:
Oceroas the South east Junater of Section 2.1 in Formachif in township 18, with Rauge 8 were 3.94 area of land taken Dannages to land taken #98.50
Danages to land not taken Dannages to crops and improvements - No other damages total #98.50
W. W. Clatterson:
 Aeroes the worth west Lunder of section 21 in boundary 18 and Range 8 west. 2,13 acres of land taken
 Damages to lands taken
                                                                                   $53,25
Damages to lands not beken un Damages to crops and improvements un ho other damages, in Total
                                                                                      183-3.25
D. W. Duke:
Derves the west half of the north east qualinof section 28 in bounding 18, south range 8 west. No of a eno laken 3, 97
Damages to lands laken
Damages to lands not baken nothing - Damages to crops and nuprovements
                                                                           $152.00
No other damages. Lo tal
                                                                          $25%.25
Unde d States :
across the north west Quarter of rection 28 milownship 18 Douth Rouge 8 west. 209a eres of land taken
Damage to land laken
                                                                                 $52.25
Damages to land not taken Damages to confraud unfrerements on No other damages. Total
                                                                                  852.25
W. Kaukin;
Henry the worth cast Eucester of Lection 28 in township 18 south range 8 west. 4.0 3 acres of land taken.
Dama ges to lands laken
                                                                                 $100.75
Damages to lands not laken un Damages to erofs and improvemento
                                                                                 $18.00
                                                                                 $118.75
Modher danger. Solat
 V. N. Cassingham!
across the south West quarter of Section 28, in township 18, south range 8 west, 2.63 acres of land
Jaken. Damages to lands taken
                                                                                     $5-0,75"
Danages to lands not lakein und dunger berofrond informate nothing - Moother dansages Total 850.75
U. C. Kailway: and Sherfild
across the month cast Quarter of Section 33, intownship 18 South Ranges west 3,91 acres of land laken
Damageolo lando laken
Damages to lando not taken - and Damages to crops and infrarements
                                                                                 $ 9.00
                                                                                $106,75
No other damager total
Frank Gray.
Gerves the worth helf of the North West Quarter of action 33 in township 18, could Range & west 1.07
acus of Land Jaken. Damages to lands laken
Damages to lands not laken - en Duce ges to crops and improvemento Do
No other damages.
                             Solal
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Wiley Gray: theres the with half of the Worth West Quarter of section 33 in township 18, south Range 8 west. 1.08 acres of land laken. I amages to lands laken Damages to lands not laken me Damages to crops and ninfrommuto me no other damager, in total H. W. Kickan J. Deroso the worth each quarter and the each half of the worth west quarter of action 33 mi book ship 18 doubt Range 8 west. 5,90 news of land taken. Damages to lands taken \$147.50 Damages to lands not laken 15/00.00 m Norther damages, Total \$ 247,50 Damages to evopo and improvements Million & Ellis: Oeros the north east Quarter of Rection 4, in lownship 19, south of Range 8 west. 2:25 a cres of land laken Damages to lands taken \$56,25 Damages to lands not taken and damager to evops and unpercuends Removal of ben ce and \$20.00 \$ 76.25 Moother damages. to and J. Lykin. Userso the worth west quarter of section this township 19 worth range 8 west. 4.92 acres of landlaken 8100.50 formages to lando taken Dunages to lands not laken - Damages to crops and improvements - Norther damages . Total \$100.50 y. Krimey: Verses the south east Inarter of Section 4 in bounshif 19, south range 8 west. 83 a crent land laken Damages to land taken. - Damages to lands not Jaken Damages to crops and muf roverments - ne No other damages. Total in Geross the west duarter of archive 4, in lowestif 19 south range 8 west. 5: 25 acres of land akin. Damages to lando laken - un Damages to lando not laken Damages to crops and improvements in Mother damages. Total W. J. Micholas Acres the north east quarter of section 9, in bounshif 19, south Range 8 west. 1, 85 acres of land taken Deeded & J. Smith: a cross the worth half of the worth west quarter of section 9, in lowership 19, couth Range & west. 2.11 acres of landlaken. Damages to lando taken me Damages to lando noblaken me Deede Damagio to crops and improvements - No other dama ges. Total in acons the south half of the north west Quarter of action 9, in Lourshif 19, south range 8 west 2. 11 acres of land laken. Damages to Land Taken Damages to land not taken un Damages to crops and Surprovements in Norther damages. Ital. \$52,75 Henry Jones; deross the south east Quarter of Lection 9, intornship 19, worth range 8 west, 2.684 cres of land taken Damages to land taken & fensees

Damages to land not taken & fensees

Damages to coops and ninprove mento

No other damages Jolat

\$ 10;

Ţ

E. Lalson;	
deroes the east half of the earth west quarter of section 9, in lowerthy 19,	south range & west
3.39 acus gland laken. Damages to land laken	884.75-
Danuages to land not taken + fence	7.50
	12,00
Mo other damages, Total	12,00 4.00 \$108.25
John Gray and George Vernow:	
Ocroes the north east Quarter of section 16, in township 19, south range 8 west: 4.1	I acres of land laken
Damages to land (alen	8/23,30
Damages to land not laken - Damages to crops and surprovements	28.00
Modher damager, dotal	15%. 30
Catharine Bell: and Elizabeth Bell	
Heros the north west quarter of section 16, wilowship 19, south range 8 west. 1.	96 acres of land taken
danages to land taken	15-8.80
Damagesti landnottaken - Damages to crofs and informed - No other damages. Total	1658,80
plate of Lancas:	
Genor the South east Quester of Rection 16 in Courship 19 south Range 8 west.	4.42 acres of land
	132,60
Damages to landrust laken and Damages to crops and improvemento	25,00
No other damages. Tolat	8157.60
Caron Cell;	113 46
Revoso the south west quester of section \$16, in township 19, south rage 8 west.	116 Jeses of land
Maken. Damages to land taken	178.70
Damages to land not Taken - Damages to arops and improvements - Modher damages. For	1 B48140 -
Y.W. Long: Across the northeast Quarter and the north Halfof the North west Qualer of Jection 21, n	: to 1/192 11
range 8 nest. 417 a creo fland Taken Damages to land laken	8/45:95
Damages to land not taken tormoving fence	A 15700
Damages to crops and unprovenents in Mostler Damages . Total	8160. 95
ulso 93 aensoff the North M. W. V 21. 19.8 W	B 32.55
James Mer Gin:	
Geroes the worth half of the North West Quarter of Section 21, in Courship	19, coult Range
8 west . 93 weres of land taken. Damages to land taken	832.55
Damages to but not taken - and Damages to crops and improvements roals	\$ 8.00
No other damages. Total	\$40.55
Berj. Pake:	
Land taken. Damages to Land Taken Sumages to land not taken	et. 4.28 acrosof
Land taken Damages to Land Taken	149.80
Dunages to land not taken	\$15.00
Warmages to crops and Improvemento	14.00

Across the world west quarter of destrois 10, in bounding 20, south range 8 west, 6.66 decoof land Nather.
Flamages to Sand Jaken Litate. Agamaparalle all - - - alumentui dun afone à apamalt 00.84991 Damager to land ptaken 4225:00 Domages to land labered 8453 0 a Usons He north east quarks of soling, in toineabit 20. doubt range & noat 3: 64 a cree of land laker. Me other damager. Total 28 L.CH8 Dunages to crops and respersent × 37'80 Bounages to hund not later 00.0-518 land latien: Bounges to land laken 001880# Usons the south hely the south east quarter of sochion 4 in boundly de, doubt rauged usab. d. Et a crosp Domago to land not below me Domago to Grafe and infroments — No other dancages, Fold \$93.60 throse the book west duster of artier 26 in boundly 19, south rouge Evest. 2.08 a crood lead Taken. Domages to land Taken Damageo to land Taken Dumages to land not lutar ... - Damages to exops and nufuroments - Moother honoger. What # 90.67 Weren the dout Helf the bouth sad grader of extron 38, in Country 19, south Range Eural. 2.01 acres of land later . Damages to land laken M. S. Garren: "Ld. James Waglebrook. " 11.40/4 The older damages, Letel Danuges to tund not taken - Danages to crops, and other infrarenants. 0-5.514 2. 02 soms of land laken. Bamager to hand laten L9:06# senos the north that of the south earl ducate of section 28 in boundly 19, south Range 8 west. Damages to land while he makes we ways and infurmable - We other demages . Total later of amages to land later Weroso the worth weak quader of bedron 28, in Foundit 19, south range 8 evech, 1,480 eves floud : World Hollist latel . asparnab mello al 091618 Demand to land up to be a some of the man of the sund influence to the sound of the sund o Bonages to land tater acons the real duster of dedin 28, in bound 419, doubt lange 8 week: 4. 54 a coof land lakin Domage to land ust laken mademages becafe and impurements - No other demages matched A. A. 3. 70. Demages to land later Moroso the south west quarks of section 21, in boundfull, douth Rangs 8 week. 1. 8 Lacres of Land latter

responsible to the control of the co	··
J. W. Morler	
across the north west Quarter of section 19, in township 20, with R	ange 7 West 3/
acres of land Jaken. Damages to land taken	\$ 7.75\
Damages to land not taken - Damages to crops and improvements - No other Damag	es. Total \$ 7,75
themso the south west Enaster of Section 19, intoroushef 20, south range ? land taken Dannages to land taken	west: 7.54acres of
land taken Dannager to land taken	\$ 188.50
Damages to land not baken.	\$ 150,00
Damages to crops and improvements on no other Damages. Total	\$338,50
John Welti:	
Cheroso the worth east quader of section 19, in township 20, south rang of land Jaken Dangages to Land Taken Danages to land taken in corner between Railway of W. Corner of above, about 1/2 No other Danages. Jotal	e Twest. 1109 acres
of land Jaken Dangages to Land Vaken	#2/125
Manages to land taken in corner between tailway & W. Corner of above, about 12	acre 10/0,00
Mo other Damageo. Lotal M. L. Stowell:	· 1842.25\
·	7. 480000
Across the north east quader of Section 30, in township 20, South ran of land Jaken Damages to Land Jaken	\$187.00
Damages to land not Taken	\$200.00
Damages to crops and Improvements	A20,00
No other damages. Total	\$407,00
P. Rinolett:	
across the West half of the north west quarter of section 29 mi Township	20, South of Range
west 1. 24 uces fland taken - Damages to land Jaken	\$31.00
Damagesto land laken out off % asses	825,00
Danages ti crops and improvements un No other damages. Total	\$ 56,00
M Saxman fr	
Cansolte south west Inaster of section 29, in Toronohif 20, Range ? Land Jaken - Damages to land taken	west. 7.36 acres of
Land Jaken - Damageo to land laken	\$182,50
Damages to land not Jaken	P1/5,00
Damages to erope and improvements - No other damages. Lotal	\$957.50
M. J Baken:	20 12 2 west 1/4
acros the worth east quarter of section 29, in township 20 south acros of land taken. Damages to Land taken	\$60,30
Damager to land taken + cut off 87/100 aeres of land a for morning fence	\$ 12.25
No other damageo, Total	18 72.55
The United States:	
Olever the north half of the north east quarter of section 32, in low	ship 20, south rough
Herres the north half of the north east quarter of section 32, in low Twest. 5 26 acres of lund taken, Damages to Land Taken	\$131.50
Damages to Land not Jaken	\$ 125:00 \$ 24,00
Damages to Land not Jaken Damages to crops out infrovemento Me other damages. Ital	\$280.50
	·

	
Henry Pelerson:	
across the routh half of the north goat angeler of rection 32 Towns	hit 20 south rays
Acros the routh half of the north east quarter of rection 32, in Towns Twest 79 a cres of land taken. Damages to Land Taken	\$19.75
Danager to land not Jaken	845.00
	86471
Danages to crops and infrarements - no other damages, Total	, .
There we the west west and rest = 33 in Low shill and with rouse	Twent 5.03 a one offer
The Webrian Topeka and landa Te Railroa Nompany: Acros the month west quarter of section 33 in Township 20 doubt range; Jaken. Dumages to land Taken	\$125:75
Damages to land not Jaken	\$60.00
Damages to anopo and improvemento	\$ 2,00
no other damages. Total	\$187.75
H. Gossman:	,
Octors the weath west quarter of section 83mi lownship 20 Routh range 7 wes	1. 2. 5 4acres of land
Taken. Damages to land taken	\$63.50
Damages to land not Jaken	50.00
Damages to crops and improvements	4.00
Mu other Damages. Total	B117,50
John Colle:	
Across the north half of the south east quarter of section 33, in Townshif 20, 2000	th Range 7 west. 2.42
a cres of land laken Damages to land Taken and not Taken	B127. 33
Damages to croprandampurements - No other damages. Total	p 127.33
J. G. England:	
across the south half of the southeast quarter of section 33, in township 20, south ra	uge Twest. 4,86acres
of Land Jaken Dumages to land Taken and not laken	\$254.66
Damages to erofs and Improvemento	\$ 24.00
No other damages. Total	\$278.66
Anna M. Cauley:	
	f 21, 2outh range 7
Were the east half of the Morth east quarter of section 4, in Townshi west 3.50 acres of land Taken. Damages to land taken	\$87.50
Dumages to land not taken	\$60.00
Damages to crops and unprovemento	\$116.00
No other damages. Total	\$ 263.30
Land James:	2024
News the west half of the north west quarter of section 3, in township 21, south range ?	west 2. To acres of
fland taken Dumages to land taken	895,04
Damages to land not taken	\$50.00
Damages to crops and improvements in chided in Davis rental. He other damages. Total	\$145.09
Walkin Davis	
Ocross the east half of the morth west Quarter of section 3, in Township 21. south	Evange Tweet. 1. 35 acres
106.76 80 1111	¥

Damages to land not taken	#35.00
Damages to crops and improvements	# 40,5°C
No other damages. Total	\$107,27
Labella F. Baker:	/ * // */
	Daenall d
Acros the south half of section 3 in Township 21 south range 7 west, 9.30 laken. Damage to Land Jaken	\$232,50
	\$200,00
1. V / / / / / / / / / / / / / / / / / /	\$ 4.00
Norther Damager, Total	B436.50
Jacob Johnson:	
Deves the east of the north east quarter of section 10, and the east half of the nor	the west quarter
Devas the east of the north east quarter of section 10, and the east half of the north of rection 11, in Township 2', outh range hoest, 4.07 acres of land Taken	8
Damages to land taken	\$89.65
Damages to land not taken	\$ 75.00
Damages to crofs and improvemento - No other damages, Total	\$16465
D. X. Jugler:	
Veross the sect west half of the North west quarter of section 11, in Township	21 South Range 7
Veross the seck west half of the North west quarter of section 11, in Township west. 424 acres of land laken Damages to land laken	18 96,80
Damages to land not taken	\$50.00
Damages to crops und improvements - No other damages, Total	\$146,80
D.Drake:	ĺ
Revers the world west Quarter of section 11, in Township 21, South range 70 of land taken. Damages to land taken	west. 1,84acres
of land laken. Damages to land taken	\$27.60
Noother damages Total	827,60
slephen & Thompson;	
acros the north half of the southeast quester of section 1 si Township 21, south rai acros of land Taken. Damages to land taken. Damages to land taken	nge 7 week 8.83
accord land Taken, Damages to land laken	\$132,45
	5,00
No other damages. Islat	18137, 45
M. a. a Laugh.	_C
Genoralle east Half of the southwest quarter of Section 12 in township 21 south 3.06 acres of land Taken	range Tweat
3.06 acres of land Taken	_ i
Danago to land not taken - Danagos to anofo and infromments un No other danages. Total	8 9.18
Yrigh Hanschild:	
plenos the west half of the worth west quarter of section 12 m Courship 21 Louth range	Twest. 3.06
acres of land taken. Damages to land taken	19,18
Across the west helf of the south west quarter of section 12 mi township 21 south range acres of land taken. Damages to land taken Dunger toland out Jaken - Damages to crops and improvements - No other damages. Total C. Mahoney	#9,18
3010 ll 17/ A double ast quarter of section 12 m township 21, south	Grange/west.
Across the Easthalf of the South east quarter of section 12 in township 21, souts 3.01 acres of land Jaken Damages to land Taken Damages to land not Jaden — Dunages to looks untimporements — No other dunages: votal	8401
and the state of t	F 100 1

asses of land laken, damages to land laken 81073 Usnor the west half of section 23, the south earlywarder of section 23 in boundly 21, south rouge & west, 16.23 Hype, Confurby Little and Woolhum: Steenyests limbust believe and infrarements — We other damages. Total 16.98 Damage to land dollar 16.04 Dense the east last of section 22 in boundit 21 could range breach 6. 9/ some of land Lakin. Demogra to land ust taken - Dunges to comps out infunctuals - We that dours goo. 18.6 Clease the north west quartered soctions in bundy 21, south range 6 west 7.31 acres of bud taken. Damagos To land latent Horses the south seat quearly of section 16, in Junch of South range 6 weat. 6. More of land Jaken Samages to dand Jaken

Semages to land not taken — Sumages to empound many mention the damages. Intel Jaken Burges to Endrahichen um Bourage to engles oud informant um No other damages dated 187.46 Benero the south west Enother of eschin 16, in tounchif 21, outh mugab used. 7.46 acres of lemol Taken. Barnagastersfordinfumers. - Temager to land ratichen Merther damager. Johat Mange b Wood. 21, 18 a one of land Taken Aumages to land Taken 12:188 Worses the worth half of exclose 17, and conon the west half of exclose 25; in boundly 21, South John W Chow. Banaga to land and hollen me I anage to ongle out infrarance me "to other danages. Alod -250 Bunsger to land Taken 180.28 Wense the south west quarter of section 81 in downship 21 early range 6 west. It could be Taken United States: Brungstoland taken - Sungar to organ de myromento - No other danages. dolar. Serves to route each quader of exchired board quader of rection 21 and the could weet preach of bedress 21 and the could weet preach of bedress 1, and the could need a cres of busher of rection 1), in township 21, could damps be weed a cres of land 1 about 199 dollars abanages to land Jaken Segretar Land and Mock Company Sternogeote landout later me Damages to eagle and infrarements - No other damages . Fold & 6.33 Then Dama ges to hand taken bleness the could west quarter of sodier In bounding 21, could rouge burch: 6.33 aones of the Hen H. Sanglan of land Johan Found of land taken.
Sampra to sind not laken.
Alamagan to confe and inframato — no other damagas. John Derso the week late of the south each quarter of action 12, in Townships, south range I week 3. 0 to one Mules State:

Damages to land not taken - Damages to esofs and infrovements - Its other damages Total \$10,23 The United States: Ucross the north east quarter of section 26 in township 21, south range 6 west 5:19 a eres of land taken Damages toland halien No other damages. Total. \$ 5,19 State of Kansas: across the north helf of section 36, and the south east quater 36, in township 21, south range 6 west 13.29 acres of land laken. Damages to land taken Damages to land not laken in Domages to crops and improvements - No other damages. Total - \$13.27 Dated at Lyons Kausas this 23rd day of June a.D. 1887 E. a. Richards John Howard The Board of County Commissions of Rice County Laws as Received of OH Bentley General allowing of the Kansas Midland Railway Company the sum of \$105-000 our few infull June 23/887

August & A Richards John Howard 16. Seaward The State of Mansas 3 20 Rece bounty \$ 15-05-9.30 I do hereby certify that I have this day received of a. a. Phipps, Esq. for and on behalf of The Kaus as Midland Railway Company the own of Fifteen Thousand and fifty mine dollars and thirty one hundredths, being the amount of the within condemnation for the right of way of The Kansas Midland Railrowy Company as made by the Country Commissioners of Rice Country Kansas made in Deplicate County Treasurer of Rice County Kausas This Report filed in my office this 28 th day of June a. D. 1887

William Lowrey County bleck Acce County Namous min This Copy of Report filed an my office this June 28th 1887 C. W Shumway Per R. B. County Treasurer of Rice County This instrument filed for record at 6 o'clock P. M. on Jun 27 1887 and duly one conded in book 2 on page 40 Feels -J & Nash Register of Deeds

STATE OF KANSAS | #237 ss
COUNTY OF RICE | #237 ss
This instrument was filed for record on the 22 day of une A.D. 19 90 at 2:00 o'clock P M. and duly recorded in book sc 174 page 689 .

Register of Deeds

Fee\$46.00

AGREEMENT DATED AS OF JUNE 13, 1990
BY AND BETWEEN ROBERT A. JOHANNSEN and BETTY
JOHANNSEN, husband and wife, MICHAEL R. JOHANNSEN
and SHERI JOHANNSEN, husband and wife, ROBERT T.
JOHANNSEN and LINDA JOHANNSEN, husband and wife,
GREG A. JOHANNSEN and ANITA JOHANNSEN, husband
and wife, and DENNIS BYARD and VICKIE

J. BYARD, husband and wife (collectively "SETTLORS"),
and GENERAL HOST CORPORATION, a New York corporation
("GENERAL HOST"), AMS INDUSTRIES, INC., a Delaware
corporation (formerly Cudahy Company) ("AMS"),
and AMS SALT INDUSTRIES, INC., a Delaware corporation
(formerly American Salt Company) ("AMS SALT")
(collectively "DEFENDANTS")

WHEREAS, SETTLORS are all the owners and all the spouses of the owners of a certain parcel of real property located in Rice County, Kansas, SE/4, S29-T20-R7 (the "Litigation Property"), which parcel overlays portions of the Cow Creek Valley Aquifer (the "Aquifer"), and has been part of the subject of two actions brought in the United States District Court for the District of Kansas, entitled:

Cecil W. Miller, et al. v. Cudahy Company, et al., Civil Action No. 77-1212 (the "Miller action"); and The Heirs of Homer Sharpe, et al. v. American Salt Company, Inc., et al., Civil Action No. 87-1345 (the "Sharpe action");

WHEREAS, Lyle Brothers, et al. v. American Salt

Company, Inc., et al., Civil Action No. 84-1637 (the

"Brothers action"), is a related action brought in the same
Court;

WHEREAS, SETTLORS are all the owners and all the spouses of the owners of real property located in Rice

County, Kansas, E/2 of NW/4, NE/4, and N/2 of SE/4, S8-T21-R7 (collectively with the Litigation Property, the "Settlement Property");

WHEREAS, AMS SALT and/or its predecessors operated a facility engaged in the mining and manufacture of salt, located in the vicinity of Lyons, Kansas (the "Lyons Facility"), from about 1908 until February 23,.1988;

WHEREAS, the District Court in the Miller action awarded damages for injuries relating to pollution of the Aquifer, in the amounts of \$3,060,000 in actual damages and \$10,000,000 in punitive damages, together with statutory interest thereon from August 13, 1984 (the District Court's decisions being published at 567 F. Supp. 892; 592 F. Supp. 976; and 656 F. Supp. 316), which awards were affirmed by the United States Court of Appeals for the Tenth Circuit (the Tenth Circuit's decision being published at 858 F.2d 1449), and DEFENDANTS' petition for a writ of certiorari was denied by the United States Supreme Court (the Supreme Court's denial of certiorari being reported at 109 S.Ct. 3265, 106 L.Ed.2d 610);

WHEREAS, GENERAL HOST satisfied the judgment in the Miller action on July 12, 1989;

WHEREAS, summary judgment was granted against

Robert A. Johannsen in the Miller action with respect to the

Litigation Property, without prejudice to his initiating

further legal action if and when the leading edge of the pollution of the Aquifer crossed his property line;

WHEREAS, pursuant to an Asset Purchase and Sale Agreement dated as of January 30, 1988, GENERAL HOST, AMS and AMS SALT sold to American Salt Acquisition Company, which subsequently changed its corporate name to American Salt Company ("NEW AMERICAN SALT"), various assets, properties, operations and businesses of AMS SALT, including, but not limited to, the Lyons Facility, which sale was consummated on February 23, 1988;

WHEREAS, GENERAL HOST, AMS and AMS SALT have neither owned nor operated the Lyons Facility since February 23, 1988;

NEW AMERICAN SALT from any pollution caused by its actions from February 23, 1988, forward;

WHEREAS, DEFENDANTS deny that they are liable in the Sharpe action:

WHEREAS, no trial has been had and no judgment has been entered in the Sharpe action;

WHEREAS, SETTLORS believe that, under the findings of fact and conclusions of law in the Miller action, they are entitled to sue DEFENDANTS for alleged sequential injuries resulting from the pollution of the Aquifer for a prolonged and indefinite period into the future;

THE STATE OF

WHEREAS, DEFENDANTS have heretofore entered into agreements effecting a settlement and disposition with the plaintiffs in the Miller action and the Brothers action, and with the plaintiffs other than Robert A. Johannsen in the Sharpe action; and pursuant to such agreements, the Brothers action has been dismissed with prejudice, and the Sharpe action has been dismissed with prejudice as to all plaintiffs except Robert A. Johannsen;

WHEREAS, in connection with the Miller action, several Monitor Wells (the "Monitor Wells") were installed and operated on certain parcels of real property;

WHEREAS, SETTLORS and DEFENDANTS are desirous of fully and finally settling and disposing at this time of all claims respecting the Settlement Property, past, present and future, by SETTLORS, their heirs, successors, assigns and successors-in-interest of the Settlement Property, against DEFENDANTS and their respective predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents; and

WHEREAS, simultaneously herewith Robert A.

Johannsen is delivering to DEFENDANTS five executed copies
of a Stipulation of Dismissal of the Sharpe action;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERA-TION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWL-EDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. (a) SETTLORS hereby represent and warrant to DEFENDANTS that they include all the owners of the Settlement Property, that their spouses are as set forth at the head of this Agreement, and that no other person or entity has any legal, equitable or beneficial interest in the Settlement Property.
- (b) Each SETTLOR hereby represents and warrants to DEFENDANTS that the Settlement Property includes all the real property (if any) which has been or is owned by him or her in the following areas of Rice County, Kansas:

Township	Range	Sections	
T20 and the second seco		10, 11, 12, 13 14, 15, 22, 23, 24	
T20	R7	18, 19, 20, 28, 29, 30, 32, 33	
T21	R7	3, 4, 5, 8, 9, 10	

Real property in the above areas which SETTLORS owned or have owned and which is not otherwise part of the Settlement Property is hereby included in the Settlement Property for purposes of this Agreement. As used herein, the terms "owned", "own", "owns" or "ownership" shall mean any and all types of legal, equitable or beneficial interest in real property, including but not limited to any interest in, arising from or out of, or in any way relating to a lease.

SETTLORS, their spouses, heirs, successors and assigns, both known and unknown, both individually and

collectively (the "Releasors"), with the belief that pollution previously introduced into the Aquifer up until February 23, 1988 will cause damages for a prolonged and indefinite period into the future with respect to the Settlement Property, do hereby forever release and discharge DEFENDANTS, their predecessors, heirs, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, both known and unknown, both individually and collectively (the "Releasees") (but Releasors do not so discharge and release NEW AMERICAN SALT), of and from any and all past, present and future claims, demands, obligations, costs, expenses, attorneys' fees, liabilities, damages, punitive or exemplary damages, actions, causes of action, or suits at law or in equity, of whatever kind or nature, both known and unknown, based upon, arising from or out of or in any way relating to:

- (a) pollution of ground or surface water of the Settlement Property caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Releasees relating to the Lyons Facility; and/or
 - (b) Releasors' inability, if any, to use the groundwater of the Settlement Property for any purpose, such inability being caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Releasees relating to the Lyons Facility; and/or
 - (c) any and all injuries to the Settlement Property resulting from pollution caused by, arising from or out of, or in any way relating to

the Lyons Facility or any actions or omissions of Releasees relating to the Lyons Facility; and/or

- (d) any and all injuries relating to the installation or past operation of the Monitor Wells (collectively, the "Released Claims").
- 3. Releasors shall not institute or prosecute in any forum within the State of Kansas or in any other jurisdiction any action or proceeding against Releasees based upon, arising from or out of, or in any way relating to the Released Claims. Nothing stated herein shall in any way bar or prevent Releasors from instituting or prosecuting any action or proceeding against anyone other than Releasees regarding NEW AMERICAN SALT'S obligations with the Kansas Department of Health and Environment with respect to remediation of the Aquifer. As used herein, the words "action" or "proceeding" shall include, but are not limited to, any litigation, arbitration, mediation or administrative proceeding.
- 4. Releasors shall not sue NEW AMERICAN SALT or any other persons (collectively, including NEW AMERICAN SALT, called "Other Persons") for any damage included in the Released Claims and caused by DEFENDANTS, because DEFENDANTS have made full payment for such damage. If Releasors bring any action or proceeding against Other Persons, Releasors shall not seek or accept payment for damages included in the Released Claims and caused by DEFENDANTS. Releasors shall

use their best efforts to have the court divide any damages between the amount caused by DEFENDANTS and the amount caused by Other Persons; and Releasors shall limit their recovery to the amount caused by Other Persons. If the court does not divide the damages, Releasors shall reduce the amount of any judgment they obtain by the same amount that the Other Persons are found, in any proceeding, to be entitled to recover from DEFENDANTS or other Releasees so as to prevent any possibility that DEFENDANTS or other Releasees would be compelled to pay twice for the same damage. To that same end, if Releasors make any settlement relating to Released Claims with any Other Persons,

Releasors must include in such a settlement a release from such Other Persons, running to DEFENDANTS and all other Releasees, of all claims for any amounts paid by such Other Persons in connection with such a settlement.

5. Releasors shall allow Releasees (and, at Releasees' discretion, NEW AMERICAN SALT and future owners of the Lyons Facility) access to the Monitor Wells located on the Settlement Property, for purposes of testing, maintenance or repair of the Monitor Wells, or any other related purpose; provided, however, that this Paragraph 5 shall not release any person from any liability for crop damage resulting from the exercise after the date hereof of such allowance of access.

- 6. This Agreement is not and shall not constitute evidence, an admission or an adjudication of any of the claims or allegations set forth in the pleadings filed in the Sharpe action, or of any wrongdoing or misconduct on the part of SETTLORS or DEFENDANTS, and shall not be used or offered by any party for any purpose inconsistent with the terms and conditions of this Agreement.
- 7. (a) This Agreement shall bind Releasors and Releasees and shall be an easement in perpetuity in favor of Releasees and a covenant running with the land respecting the Settlement Property, and shall be publicly recorded.
- (b) SETTLORS and/or Releasors, shall from time to time within five years from the date of this Agreement, execute and deliver such additional counterparts of this Agreement and such other agreements, instruments, and other documents, and take such other and further actions, at any time, as any Releasee shall reasonably request to complete the transactions contemplated by this Agreement, including without limitation the dismissal of the Sharpe action and the recordation contemplated by this Paragraph 7.
- 8. With respect to the Settlement Property, each Releasor shall have an affirmative duty and hereby agrees to disclose the terms and conditions set forth in this Agreement to:

- (a) any and all current or future tenants of the Settlement Property;
- (b) any and all persons who hereafter purchase or acquire from such Releasor any interest in the Settlement Property;

provided, however, that no Releasor shall disclose to any third party any other terms of the settlement effected by this Agreement, including without limitation any consideration therefor not disclosed herein.

- 9. If subsequent to the date of this Agreement, anyone other than Releasors purchases or acquires any ownership interest in the Settlement Property, such successors in interest to the Settlement Property shall be and are hereby fully bound by the provisions of this
 - 10. SETTLORS hereby irrevocably appoint each of Robert A. Johannsen and Michael R. Johannsen, individually and jointly, as attorneys-in-fact and agents for the limited purpose of performing all acts contemplated by this Agreement to be performed by SETTLORS which are necessary or appropriate to effectuate the provisions of this Agreement. This power of attorney shall be construed as a durable power of attorney under K.S.A. § 58-610 et seq. and shall not be affected by the subsequent disability or incapacity of SETTLORS or any one of them.

- 11. This Agreement reflects the full and complete understanding of the parties and this Agreement shall not be modified except in writing signed by the party against whom enforcement is sought whether or not all parties hereto sign such modification. No representations have been made by any of the parties hereto except those contained herein, and none of the parties hereto are relying upon any oral statements made by any other party at the time of or prior to the execution of this Agreement.
- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of the state of Kansas, but without regard to the choice of law principles thereof.
- 13. This Agreement may be executed in counterparts, which shall be construed together as one instrument.
- 14. No party to this Agreement shall assert that this Agreement, or any provision hereof, is invalid, illegal or unenforceable in any respect or for any reason.
- for in connection with this Agreement shall be validly given or made in writing and delivered either personally or by certified mail, return receipt requested, as follows:

To SETTLORS:

ROBERT A. JOHANNSEN R.R. 2 Sterling, Kansas 67579

To DEFENDANTS:

GENERAL HOST CORPORATION 6501 East Nevada Detroit, Michigan 48234

OLWINE, CONNELLY, CHASE, O'DONNELL & WEYHER 299 Park Avenue New York, New York 10171

Attention: Law Department

Attention: William F. Downey, Esq.

-and-

-and-

GENERAL HOST CORPORATION 22 Gate House Road Stamford, Connecticut 06902

FLEESON, GOOING, COULSON & KITCH 125 North Market Street Wichita, Kansas, 67201

Attention: Las Department A

Attention: Ron Campbell, Esq.

Any of the addresses set forth above may be changed by notice given in accordance with this Paragraph 15.

- 16. The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 17. SETTLORS shall not disclose the amount of any payment made to any of them in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEFENDANTS: SETTLORS:

GENERAL HOST CORPORATION

Robert A. Johannsen

John R Pictoro descripen Counsel,
AMS INDUSTRIES, INC.

Betty Johannsen

Sheri Johannsen

John R Fic Sec.

Michael R. Johannsen

AMS SALT INDUSTRIES, INC.

S SHELL THOUSAND SO, THE.

James R Simpson. U.P.

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Robert T. Johannsen

Linda Johannsen

Greg A. Johannsen

Anita Johanneen

Dennis Byard

Vickie J. Byard

B:KJM:GEN32961

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

executed this Agreement as of the date first above written.

DEFENDANTS:

GENERAL HOST CORPORATION

By

AMS INDUSTRIES, INC.

By

AMS SALT INDUSTRIES, INC.

AMS SALT INDUSTRIES, INC.

Sherry Johannsen

Robert T. Johannsen

Linda Johannsen

Gregga. Johannsen

Anita Johannsen

Dennis Byard

Dennis Byard

Dennis Byard

B:KJM:GEN3296:

ACKNOWLEDGEMENT

STATE OF MICHIGAN

SS.:

COUNTY OF WAYNE

BE IT REMEMBERED that on this 18th day of June, 1990 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN R. FICARRO, Associate General Counsel of GENERAL HOST CORPORATION, known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written. A MARKET WAS THE RESIDENCE OF THE SECOND IN COMMISSION OF THE PARTY OF

Notary Public Caty Hacomb County in try

mention the commission Expires: Odober

STATE OF MICHIGAN

) ss.:

COUNTY OF WAYNE

BE IT REMEMBERED that on this 18th day of June, 1990 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN R. FICARRO, Secretary of AMS INDUSTRIES, INC., known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf or said corpora-tion, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: October 26 1992

B:KJM:GEN32961

STATE OF MICHIGAN COUNTY OF WAYNE

BE IT REMEMBERED that on this 1/2 day of June, 1990 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES R. SIMPSON, Vice President and Controller of AMS SALT INDUSTRIES, INC., known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My Commission Expires:/

Cathy Ann Libraries, Miscondi Quinty with

-Married Individual
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Non-Married Individual

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Non-Married Individual

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Non-Married Individual

State of)	
County of)	
The foregoing instrument was acknowledged before	
me this day of , 1990 by	
Notary Public	
My commission expires:	
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Married Individuals .	
State of Krysa)	
County of Rice	
country of terce.	
The foregoing instrument was acknowledged before	
Planet talker not read the Control of the Control o	-
and June Johnson In husband and wife.	
Marie Della Della Sala	
My commissioncexpires:	
OF CANSON 9.9(

Non-Married Individual State of County of The foregoing instrument was acknowledged before me this ____ day of Married Individuals State of Kouse County of Rica The foregoing instrument was acknowledged before me this 16th day of June, 1990 by Dung A. Johnwelle and Anta To muy lan husband and wife.

AGREEMENT DATED AS OF CONTROL 1989
BY AND BETWEEN THE UNDERSIGNED PLAINTIFFS
and THEIR SPOUSES; and GENERAL HOST CORPORATION,
a New York corporation ("GENERAL HOST"),
AMS INDUSTRIES, INC., a Delaware corporation
(formerly Cudahy Company) ("AMS"), and AMS SALT
INDUSTRIES, INC., a Delaware corporation
(formerly American Salt Company) ("AMS SALT")
(collectively "DEPENDANTS")

Fee \$126.00

whereas, plaintiffs are the owners and/or lessees of certain parcels of real property located in Rice County, Kansas, which parcels overlay portions of the Cow Creek Valley Aquifer (the "Aquifer"), and are or were plaintiffs in any, some or all of three actions brought in the United States District Court for the District of Kansas, entitled:

Cecil W. Miller, et al. v. Cudahy Company, et al., Civil Action No. 77-1212 (the "Miller action"); Lyle Brothers, et al. v. American Salt Company, Inc., et al., Civil Action No. 84-1637 (the "Brothers action"); and The Heirs of Homer

WHEREAS, AMS SALT and/or its predecessors operated a facility engaged in the mining and manufacture of salt, located in the vicinity of Lyons, Kansas (the "Lyons Facility"), from about 1908 until February 1988;

Sharpe, et al. v. American Salt Company, Inc., et al., Civil

Action No. 87-1345 (the "Sharpe action");

WHEREAS, the District Court in the Miller action awarded damages to some of PLAINTIFFS for injuries relating to pollution of the Aquifer, in the amounts of \$3,060,000 in

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actual damages and \$10,000,000 in punitive damages, together with statutory interest thereon from August 13, 1984 (the District Court's decisions being published at 567 F. Supp. 892; 592 F. Supp. 976; and 656 F. Supp. 316), which awards were affirmed by the United States Court of Appeals for the Tenth Circuit (the Tenth Circuit's decision being published at 858 F-2d-1449), and DEFENDANT3' petition for a writ of certiorari was denied by the United States Supreme Court (the Supreme Court's denial of certiorari being reported at 57 U.S.L.W. 3860);

WHEREAS, GENERAL HOST satisfied the judgment in the $\underline{\text{Miller}}$ action on July 12, 1989;

WHEREAS, pursuant to an Asset Purchase and Sale
Agreement dated as of January 30, 1988, a copy of which has
been provided to Turner & Boisseau, Chartered, attorneys for
PLAINTIFFS ("Turner & Boisseau"), GENERAL HOST, AMS and AMS
SALT sold to American Salt Acquisition Company, which
subsequently changed its corporate name to American Salt
Company ("NEW AMERICAN SALT"), various assets, properties,
operations and businesses of AMS SALT, including, but not
limited to, the Lyons Facility, which sale was consummated
on February 23, 1988;

WHEPEAS, GENERAL HOST, AMS and AMS SALT have neither owned nor operated the Lyons Facility since February 23, 1988;

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WHEREAS, PLAINTIFFS have no intention of releasing NEW AMERICAN SALT from any pollution caused by its actions from February 23, 1988, forward;

whereas, Cecil Miller entered into an agreement with AMS SALT on October 12, 1987, regarding spills on his land, which agreement is to remain in effect and binding upon NEW AMERICAN SALT for any spill from February 23, 1988, forward:

WHEREAS, in connection with the Miller action, several Monitor Wells (the "Monitor Wells") were installed and operated on certain parcels of PLAINTIPPS' real property:

WHEREAS, DEFENDANTS have denied that they are liable for damages in the pending <u>Brothers</u> and <u>Sharpe</u> actions:

WHEREAS, no trial has been had and no judgment has been entered in the pending <u>Brothers</u> or <u>Sharpe</u> actions;

WHEREAS, PLAINTIFFS believe that, under the findings of fact and conclusions of law in the Miller action,
they are entitled to sue DEFENDANTS for alleged sequential
injuries resulting from the pollution of the Aquifer for a
prolonged and indefinite period into the future; and.

WHEREAS, PLAINTIFFS and DEFENDANTS are desirous of fully and finally settling and disposing at this time of all claims, past, present and future, by PLAINTIFFS, their heirs, successors, assigns and successors-in-interest of real property owned by PLAINTIFFS (as such property is defined in Paragraph 5 below), against DEFENDANTS and their respective predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents; and

WHEREAS, the parties have entered into an Agreement dated as of November 21, 1989 (the "Settlement Agreement"), to effect such settlement and disposition, and this Agreement is being executed and delivered pursuant thereto:

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERA-TION, THE RECEIPT AND ADEQUACY OF WHICH IS BEREBY ACKNOWL-EDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. Each PLAINTIFF hereby represents and warrants to DEFENDANTS that all real property which has been or is owned by them in the following areas of Rice County, Kansas is included on Attachment "A" hereto:

Township	Range	Sections
T20	R8	10, 11, 12, 13, 14, 15, 22, 23, 24
T20	R7	18, 19, 20, 28, 29, 30, 32, 33
T21	R7	3, 4, 5, 9, 10

Real property in the above areas which PLAINTIFFS own or have owned which is not included on Attachment "A" hereto is

hereby incorporated by reference and shall be deemed to be included on Attachment "A" for purposes of this Agreement. As used herein the words "owned", "own", "owns" or "ownership" shall mean any and all types of legal, equitable or beneficial interest in real property, including but not limited to any interest in, arising from or out of, or in any way relating to a lease.

- 2. PLAINTIFFS, their spouses, heirs, successors and assigns, both known and unknown, both individually and collectively (the "Releasors"), with the belief that pollution previously introduced into the Aquifer up until February 23, 1988 will cause damages for a prolonged and indefinite period into the future, do hereby forever release and discharge DEFENDANTS, their predecessors, heirs, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, both known and unknown, both individually and collectively (the "Settlors") (but Releasors do not so discharge and release NEW AMERICAN SALT), of and from any and all past, present and future claims, demands, obligations, costs, expenses, attorneys' fees, liabilities, damages, punitive or exemplary damages. actions, causes of action, or suits at law or in equity, of whatever kind or nature, both known and unknown, based upon, arising from or out of or in any way relating to:
- (a) pollution of ground or surface water caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (b) Releasor's inability, if any, to use their groundwater for any purpose, such inability being caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (c) any and all injuries to real property set forth or deemed pursuant to Paragraph 1 hereof to be included on Attachment "A" hereto, resulting from pollution caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (d) any and all injuries relating to the installation or past operation of the Monitor Wells (collectively, the "Released Claims").
- any forum within the State of Kansas or in any other juris—
 diction any action or proceeding against Settlors based
 upon, arising from or out of, or in any way relating to the
 Released Claims. Nothing stated herein shall in any way bar
 or prevent Releasors from instituting or prosecuting any
 action or proceeding against anyone other than Settlors
 regarding NEW AMERICAN SALT'S obligations with the Kansas
 Department of Health and Environment with respect to remediation of the Aquifer. As used herein, the words "action" or
 "proceeding" shall include, but are not limited to, any
 litigation, arbitration, mediation or administrative proceeding.

any other persons (collectively, including NEW AMERICAN SALT, called "Other Persons") for any damage included in the Released Claims and caused by DEFENDANTS, because DEFENDANTS have made full payment pursuant to the Settlement Agreement for such damage. If Releasors bring any action or proceeding against Other Persons, Releasors shall not seek or accept payment for damages included in the Released Claims and caused by DEFENDANTS. Releasors shall use their best efforts to have the court divide any damages between the amount caused by DEFENDANTS and the amount caused by Other Persons; and Releasors shall limit their recovery to the amount caused by Other Persons. If the court does not divide the damages, Releasors shall reduce the amount of any judgment they obtain by the same amount that the Other Persons are found, in any proceeding, to be entitled to recover from DEFENDANTS or other Settlors so as to prevent any possibility that DEFENDANTS or other Settlors would be compelled to pay twice for the same damage. To that same end, if Releasors make any settlement relating to Released Claims with any Other Persons, Releasors must include in such a settlement a release from such Other Persons, running to DEFENDANTS and all other Settlors, of all claims for any amounts paid by such Other Persons in connection with such a

4. Releasors shall not sue NEW AMERICAN SALT or

5. Releasors shall allow Settlors (and, at Settlors' discretion, NEW AMERICAN SALT and future owners of the Lyons Facility) access to the Monitor Wells located on real property set forth or deemed included on Attachment "A" hereto, for purposes of testing, maintenance or repair of the Monitor Wells, or any other related purpose; provided, however, that this Paragraph 5 shall not release any person from any liability for crop damage resulting from the exercise after the date hereof of such allowance of access.

settlement.

- 6. This Agreement is not and shall not constitute evidence, an admission or an adjudication of any of the claims or allegations set forth in the pleadings filed in the Brothers or Sharpe actions, or of any wrongdoing or misconduct on the part of PLAINTIFFS or DEFENDANTS, and shall not be used or offered by any party for any purpose inconsistent with the terms and conditions of this Agreement.
- 7. (a) This Agreement shall bind Releasors and Settlors and shall be an easement in perpetuity in favor of Settlors and a covenant running with the land respecting Releasors' real property (or interest therein), as such real property is set forth or deemed included on Attachment "A" hereto, and shall be publicly recorded pursuant to the Settlement Agreement.

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- (b) PLAINTIFFS and/or Releasors, shall from time to time within five years from the date of this Agreement, execute and deliver such additional counterparts of this Agreement and such other agreements, instruments, and other documents, and take such other and further actions, at any time, as any Settlor shall reasonably request to complete the transactions contemplated by this Agreement, including without limitation the recordation contemplated by this Paragraph 7.
- 8. With respect to their real property set forth or deemed included on Attachment "A" hereto, each Releasor shall have an affirmative duty and hereby agrees to disclose the terms and conditions of this Agreement to:
 - (a) any and all current or future tenants of such property which such Releasor currently owns, whose lease or tenancy shall be subject to the terms and conditions of this Agreement; and
 - (b) any and all persons who hereafter purchase or acquire from such Releasor any interest in such property.
- 9. In the event that, subsequent to the date of this Agreement, anyone other than Releasors purchases or acquires any ownership interest in real property set forth or deemed included on Attachment "A" hereto, such successors in interest to real property shall be and are hereby fully bound by the provisions of this Agreement, but, with respect to the Released Claims in Paragraph 2 hereof, such succes-

sors in interest shall be bound only by the third and fourth Released Claims as set forth at Paragraphs 2(c) and 2(d) hereof.

- 10. PLAINTIFFS hereby irrevocably appoint Turner & Boisseau, or any lawyer associated with or employed by Turner & Boisseau, as attorney-in-fact and agent for the limited purpose of performing all acts contemplated by this Agreement to be performed by PLAINTIFFS or their attorneys which are necessary or appropriate to effectuate the provisions of this Agreement. This power of attorney shall be construed as a durable power of attorney under K.S.A. § 58-610 et seq. and shall not be affected by the subsequent disability or incapacity of PLAINTIFFS or any one of them.
- reflect the full and complete understanding of the parties and this Agreement shall not be modified except in writing signed by the party against whom enforcement is sought whether or not all parties hereto sign such modification, unless the modification provides that all or some specific number or percentage of parties hereto must sign. No representations have been made by any of the parties hereto except those contained herein or in the Settlement Agreement, and none of the parties hereto are relying upon any oral statements made by any other party at the time of or prior to the execution of this Agreement.

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- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, but without regard to the choice of law principles thereof.
- 13. The signatories hereto represent that they are authorized to execute this Agreement on behalf of the party whom they purport to represent.
- 14. This Agreement may be executed in counterparts, which shall be construed together as one instrument.
- 15. No party to this Agreement shall assert that this Agreement, or any provision hereof, is invalid, illegal or unenforceable in any respect or for any reason.
- 16. All notices or other communications called for in connection with this Agreement shall be validly given or made in writing and delivered either personally or by certified mail, return receipt requested, as follows:

 To PLAINTIFFS:

TURNER & BOISSEAU, Chartered 3900 Broadway Great Bend, Kansas 67530

GENERAL HOST CORPORATION 6501 East Nevada Detroit, Michigan 48234 OLWINE, CONNELLY, CHASE, O'DONNELL & WEYHER 299 Park Avenue New York, New York 10171

Attention: Law Department

-and-

-and-

GENERAL HOST CORPORATION 22 Gate House Road Stamford, Connecticut 06902 FLEESON, GOOING, COULSON & KITCH 125 North Market Street Wichita, Kansas 67201

Attention: Law Department

Any of the addresses set forth above may be changed by notice given in accordance with this Paragraph 16.

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- 17. This Agreement does not purport to bind any person other than Releasors (as defined in Paragraph 2 above), nor to create a covenant or easement respecting any property or interest in property other than the property and interests set forth or deemed included on Attachment "A" hereto.
- 18. The representations and warranties contained in this Agreement shall survive the closing of the transactions effected by this Agreement.

13

IN WITHESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PLAINTIFFS:

William Bemis

Dorothy Benis

The Margaret Birchenough Testamentary Trust (Donald L. Birchenough, Ansel Tobias and Carolyn Kimple, trustees)

By North L. Byrchenough, Jr.

By Conselly The Ansel Tobias

By (dutie Kingle

Jey Brothers

Sylvia Brothers

after them Lyke Brothers

Patricia Brothers

Tester Colle

Norma Colle

Edris Edwards

John E. Edwards, Jr.

Kermit C. Edwards

Roger Edwards

Maria Edwards

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Alvin Engelfand
Evely V. Engelland Evelyn Engelland
Angel Egilland P.A. Ansel Engelland
Elsie Engelland
Don Engelland Engelland
Rosemary Engelland
Seck Engelland
John A. Epgelland
Judy Engelland
Delbert Hollinger Delbert Hollinger
Jim Hollinger Jim Hollinger
77) and Shell
Edward F. Janda
Anna Mae Janda Janda
Gerald N. Jones
Donna Jones
Cecil W. Miller
Curtis Miller
Jessica Miller

arthu of are Janzoden L. C. VIII Wilmer H. Oden Anita Oden Raphael R. Roeder Annabelle a Ruede.
Annabelle A. Roeder Graydon/Sharpe Grayos Statette Sharpe Cecil M. Tobias Frances Tobias Talius Curtis Tobias Susan Tobias Elma A. Tobias Eddie A. Tobias Mary and Jolies Patricia Le Moyne Ulmay Donald Urmey Paul F. Westrup Marguerite Westrup Harry Zwick Jewick

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Don Zwick	
Lill Zwick	
Married Individuals	
State of Kansas)	
County of Rue	
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and Dirithy Bemis, husband and wife.	
Sharm Ausa Custer (N)	
My commission expires: A NOTARY PULLIC State of Funds of	
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<u> Trustæe</u>	
County of Reco	
The foregoing instrument was acknowledged before me	
this 28th day of Marchen, 1989 by Landid Linchiner of	
Trustee of The Margaret Birchenough Testamentary Trust.	.,
Notary Public Custe	Y
My commission expires: Sharon Nuss Curter NOIARY PUBLIC	

Trustee

State of Kansas	
County of Rice	
this 28th day of Marmbe	rument was acknowledged before me
Trustee of The Margaret Bird	henough Testamentary Trust.
	Sharm Puss Custer.
My commission expires:	NOIARY PUBLIC State of Kanage
	· · · · · · · · · · · · · · · · · · ·
<u>Tr</u>	ustee
State of Kansas County of Sedquick	
The foregoing instrumthis 18th day of <u>December</u> Trustee of The Margaret Birchend	ent was acknowledged before me ., 1989 by Casaliga, Kample, ough Testamentary Trust.
	Shaw Duss Custer
Sharon Nuss Custer Sharon Nuss Custer NOTARY 9 USI+C State of Kansas My Agen, bro. 9-22-93	, s
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	Individuals
State of Texas) County of Cameron)	•
- ·	ent was acknowledged before me
this 24th day of November and Sylvia Brothers , hus	
	Notativ Public
MV commissión expires:	

Married Individuals	
State of Kansas	
County of Rice.	
The foregoing instrument was acknowledged before me	
this 28th day of November, 1989 by Lyle Brothers	
and Patricia Beothers, husband and wife.	
Shawn Dues Custer	70
Notary Public	- (
My commission expires: NOTARY PUBLIC State of Kunsus NY April 201 9-22-93	
126	
Married Individuals	- American
State of Kansas !	
County of Rice	(1)
The foregoing instrument was acknowledged before me	
this 30th day of Marenber, 1989 by Leater Colle	
and Norma Culle , husband and wife.	W.
Sharm Puss Custer	·
My commission expires:	
AT 100 P. 22-93	
127	
	
Non-Married Individual	
County of Rice	
The foregoing instrument was acknowledged before me	V ₀
this 28th day of Movember, 1989 by Edin Educada.	. 7
Shown Duss Custer Notary Publis	

Sharon Nuss Curter
NOTARY PUBLIC
State of Kuraus
My App., pp. 9-22-93

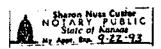
My commission expires:

State of <u>Kanoas</u>	Married Individuals))) ig instrument was acknowl	edged before Be
	120	
My commission expires:	Ax Jon. to 9-22-93	
· .	Motory Pub. 1	Just Custer
this 29th day of Nova and Maria Edward	ember, 1989 by Rog	n Edwards
State of <u>Kansas</u> County of <u>Rice</u> The foregoin	g instrument was acknowle	edged before me
	Married Individuals	
	129	
My commission expires:	Sharon Nuss Custae NOTARY PUBLIC State of Kansus My April Day 9-22-93	
	Notary Publi	Luca Custer
this <u>29th</u> day of <u>1700</u>	riche. 1989 by John and wife.	
) ng instrument was acknow]	ledged befor e me
State of <u>Kansas</u> County of <u>Rica</u>	}	
	Married Individuals	

and Evelyn V Engelland . husband and wife.

Sharon Dune Grater

My commission expires:



Power of Attorney

State	of	Kansas	
County	, o	Reno	

The foregoing instrument was acknowledged before me this 29th day of November, 1989, by Carroll Engelland, attorney-in-fact for Ansel Engelland.

Sharp Public Custer

My commission expires:

Sharon Nuss Curter
NOTARY PUBLIC
State of Kuraus
My Appl. Big. 9-22-93

Non-Married Individual

State of Kanson)
County of Reno)

this 29th day of Navember . 1989 by Elsie Engelland

Shawe Dusa Custer

My commission expires:

State of Autor

Married Individuals

State of Kansas

County of Rice

The foregoing instrument was acknowledged before me this 30th day of Navember, 1989 by Acre, Engelland and Rosemany Engelland husband and wife.

Sharon Muss Custer Notary Public

My commission expires:

A NO 337

Non-Married Individual

The foregoing instrument was acknowledged before set this 29th day of Naumber. 1987 by Pack Engliand. My commission expires: Married Individuals State of Kanaaa County of Rice The foregoing instrument was acknowledged before me this 24th day of Naumber. 1987 by John A. Engelland and Qudy Engelland, husband and wife. Notary Public Ny commission expires: Notary Public Non-Married Individual State of Kanaaa County of Rice The foregoing instrument was acknowledged before me this 30th day of National Individual Notary Public	State of Kansas	-, [}]	
My commission expires: Married Individuals State of Kanaaa The foregoing instrument was acknowledged before me this ZAD day of Navarles, 1989 by John a Exquitant and Oudy Engiland, husband and wife. My commission expires: No individual No individual No individual State of Kanaar County of Rice Non-Married Individual State of Kanaar County of Rice The foregoing instrument was acknowledged before me	County of Rice		
Married Individuals State of Kansaa County of Rice The foregoing instrument was acknowledged before me this 74th day of Nurmber 1989 by John a Engelland and Only Engelland , husband and wife. Notary Public Custic Notary Public Custic Notary Public Custic Notary Public Share Notary Public State of Kansaa 138	The foregoing i	natrument was acknowledged before me	
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The foregoing instrument was acknowledged before me this 29th day of Nurantee. 1987 by John a Engelland and Judy Engelland, husband and wife. Notary Public Share Nur Crist. My commission expires: Non-Married Individual State of Kansar County of Rus The foregoing instrument was acknowledged before me	My commission expires:	No. 50 9 22 93	
The foregoing instrument was acknowledged before me this 24th day of Nurmber, 1989 by John A. Engelland and Judy Engelland, husband and wife. My commission expires: No. Share Nurs Circle No. Share	Marr	ied Individuals	
The foregoing instrument was acknowledged before me this 24th day of Nurmber, 1989 by John A. Engelland and Judy Engelland, husband and wife. My commission expires: No. Share Nurs Circle No. Share	State of Kansas ?	•	
Non-Married Individual State of Kansar County of Rice The foregoing instrument was acknowledged before me	County of Rice) }	
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Non-Married Individual State of Kanaar County of Ruse The foregoing instrument was acknowledged before me			
Non-Married Individual State of Kansar County of Rice The foregoing instrument was acknowledged before me	and Judy Engelland.	, husband and wife.	
Non-Married Individual State of Kansas County of Rus The foregoing instrument was acknowledged before me		Shawn These Custer	
State of Kansas) County of Rice) The foregoing instrument was acknowledged before me	My commission expires:	NOTARY PULLIC State of Knows My Appr. Sep. 9-22-93	
State of Kansas) County of Rice) The foregoing instrument was acknowledged before me			
State of Kansas) County of Rice) The foregoing instrument was acknowledged before me			
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The foregoing instrument was acknowledged before me	Non-M	Married Individual	
The foregoing instrument was acknowledged before me	State of Kansas)	
The foregoing instrument was acknowledged before me	County of Rice	}	
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Sharen Pusa Custer Notary Public			
Shawn Dusa Custer Notary Public	this Jur day of There	muec . 1987 by Williest Northder	•
Francis and interest of the same of the sa		Shawa Pusa Custer	
I a "Is more Minary" in F		And the same of th	

Married Individuals State of Kansas County of Rice The foregoing instrument was acknowledged before me this 30th day of Navember, 1989 by Jim Hollinger and Mary Hollinger, husband and wife. Sharon Dusa Custer Sharon Nust Cue'ce NOTARY PUBLIC State of Aurusts My Appl. Esp. 9-72-93 My commission expires: 138 Married Individuals State of Kansas ! County of Ruse The foregoing instrument was acknowledged before me this 28th day of November , 1989 by Edward Jandas and anna, Mac Janda, husband and wife. String Pune Cunter Sharon Nuss Custor NOTARY PUBLIC State of Konsus My April 19, 9-22-93 My commission expires:

139

Married Individuals

State of Kansas County of Rice

The foregoing instrument was acknowledged before me this 182 day of December, 1989 by Secold 17 Jones and Donna Jones , husband and wife.

Sharm Auss Custer Notary Public X

My commission expires:

PUB: | Junaar | Ay / you to 2 9.22.93

Married Indi	viduals
State of Kansas) County of Rice)	
County of Rice	
The foregoing instrument	was acknowledged before me
this 28th day of November . 1	989 by Cecil Miller
and Milded Miller, husband	
ត៍	Sharon Dusa Custer
My commission expires:	RY PC LIC
pre na My Appl	esp. 9-22-93
Married Indi	viduals
· — · · · · · · · · · · · · · · · · · ·	
State of Kansas } County of Rice }	
	was acknowledged before me
this 29th day of Narember, 15 and Jessica Miller, husband	89 by Curtin Miller
and Yessica Willer, husband	and wife.
	Marin Purs Custer
No	otary Public
My commission expires:	7 30 a 1
Federa	100 g 7 27 93
	4.40
	142
Married Ind	ividuals
State of Kansas) County of Rice)	
County of Rice	
The foregoing instrument	was acknowledged before me
this 1st day of December.	
and Jan Oden , husband	
,	
1	Alpen Turas Custer
My commission expires:	9.22-93

Married Individuals

Matifed Individuals	
State of Kansas County of Rice	State of County of
The foregoing instrument was acknowledged before me this 1st day of <u>December</u> , 1989 by <u>Welmer H Odine</u> and <u>Anita Oden</u> , husband and wife.	
Shaine Auss Center	
ty commission expires:	My commis

144

Married Individuals

County of BRNTON

The foregoing instrument was acknowledged before me this 28 day of NOVEMBER, 1989 by RAPHAEL R. ROEDER and ANNABELLE A. ROEDER husband and wife.

Notary Public

My commission expires:

APRIL 27, 1993



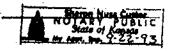
Married Individuals

State of Kansas ;
County of Sedquick)

this 18th day of Dumber, 1989 by Hayden Sharpe and Jeanette Sharpe, husband and wife.

Sharm Puras Custer Notary Public

My commission expires:



	Married Individuals
State of Kansau County of Rice	
County of Rice	;
The foregoing	instrument was acknowledged before me
	mber , 1989 by Cecil M. Tobias
and Frances Tobias	
	Hotory Public Custer
My commission expires:	17 (1) to 9.22.93
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	147
й	arried Individuals
State of <u>Kanaas</u> County of <u>Ruce</u>	 {
County of <u>Rice</u>	\$
The foregoing	instrument was acknowledged before me
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and Sugar Tobias	
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	Shown Russ Grater Notary Public
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Non-H	Married Individual
State of Kanaan)
State of <u>Kansaa</u> County of <u>Rice</u>	
	
The foregoing	instrument was acknowledged before me
this CX = day of 1 laves	nter, 1989 by Elma, lotras
	About Duss Custer Notary Public
y commission expires:	1 17 100 to 9-22-93
commission expires:	Sharm Ness Cover ARY PUBLIC ARY PUBLIC

Marri	ed	Individuals
1.969		

County of 18ice			
this 299 day of Navember, and Mary Con Tobias, husbar	19 <u>89</u> by	Eddie	a Tobias
	1.	Ω	Ct

My commission expires:

State of Kansas -}

150

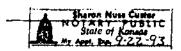
Married Individuals

State of Kansan County of Sedgerele)

The foregoing instrument was acknowledged before me this 18th day of December, 1989 by Donald Unney and Patricia & Urmy, husband and wife.

Strain These Custer Notary Public

My commission expires:



151

Married Individuals

State of Kansas County of Rice

Reserve

The foregoing instrument was acknowledged before me this 182 day of Ocember. 1989 by Paul 7 Westup and Marquerite Westup, husband and wife.

Strain Pessa Custer Notary Publis

My commission expires:

152

Married Individuals
State of Kansas) County of Rice)
The foregoing instrument was acknowledged before me
this 29th day of November, 1989 by Harry Revich
and Maryone Runch, husband and wife.
Notary Public Cunter
ty commission expires:
283
Married Individuals
ounty of Rice
The foregoing instrument was acknowledged before me
nis 29th day of Marender, 1989 by Alven Ruck
nd Alman /Zunce nusband and wire.
Sharm Pune Custer Notary Public
commission expires:
·
154
· · · · · · · · · · · · · · · · · · ·
Married Individuals
e of Kanae
tu of P

Married Individuals

State of Kanace

County of Rece.

The foregoing instrument was acknowledged before me this 29th day of Macraba , 1989 by Dena Rurich and Lel Rurch , husband and wife.

My commission expires:

PURI PURI PURI

DEFENDANTS:

GENERAL HOST CORPORATION

John R. Ficerro, Associate General Counsel

AMS INDUSTRIES, INC.

John R. Ficarro, Secretary

AMS SALT INDUSTRIES, INC.

James R. Simpson, Vice President & Controller

B/JAM/GEN32534

ACKNOWLEDGEMENT

TATE	07	Michigan)	88
SOUNTS	TO 7	Wayne	ì	

BE IT REMEMBERED that on this 30th day of November, 1989 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN R. FICARRO, Associate General Counsel of GENERAL HOST CORPORATION, known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My Commission Expires: 10/26/92

Notary Fublic Cathy Ann Neuner, Macomb County acting in Wayne County

STATE OF Kichigan 881 COUNTY OF Wayne

BE IT REMEMBERED that on this 30th day of November, 1989 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN R. FICARRO, Secretary of AMS INDUSTRIES, INC., known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 10/26/92

Cathy Ann Neuner, Macomb County acting in Wayne County

157

STATE OF Michigan 881 COUNTY OF Wayne

BE IT REMEMBERED that on this 30th day of November, 1989 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES R. SIMPSON, Vice President and Controller of AMS SALT INDUSTRIES, INC., known to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for and corporation for the uses and purposes therein set forth. said corporation for the uses and purposes therein set forth.

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

Notary Public Cathy Ann Neuner, Macomb County acting in Wayne County My Commission Expires: 10/26/92

ATTACHMENT "A" TO SETTLEMENT AGREEMENT

PLAINTIFF	LEGAL DESCRIPTION
Bemis, William Bemis, Dorothy (Owners)	NW/4 SW/4 29-20-7
Birchenough Trust (Owners)	NE/4 15-20-8
Brothers, Jay Brothers, Sylvia (Owners)	W/2 SE/4 19-20-7 NE Corner NW/4 SW/4 29-20-7 E 60' Lots 1,2,3, Blk 1, in Saxman
Brothers, Lyle Brothers, Patricia (Owners)	S/2 SW/4 18-20-7 N/2 SW/4 20-20-7 S/2 NW/4 20-20-7 N/2 NE/4 19-20-7
Colle, Lester Colle, Norma (Owners)	N/2 SE/4 33-20-7 E/2 NE/4 4-21-7
Edwards, Edris (Owner) Edwards, Jack Edwards, Roger (Tenants)	E/2 SE/4 19-20-7 S/2 SW/4 13-20-8 NE/4 NE/4 14-20-8 SE/4 SE/4 11-20-8
Edwards, John E., Jr. Edwards, Kermit C. (Owners) Edwards, Jack Edwards, Roger (Tenants)	NE/4 SE/4 23-20-8 SE/4 NE/4 23-20-8 E/2 SW/4 12-20-8 W/2 24-20-8

PLAINTIFF LEGAL DESCRIPTION Engelland, Alvin Engelland, Evelyn (Owners) Engelland, John (Tenant) S/2 SW/4 20-20-7 Engelland, Ansel Engelland, Elsie (Owners) Engelland, Don (Tenant) W/2 NW/4 19-20-7 Engelland, Jack (Tenant and former owner: retained rights under litigation) W/2 NW/4 29~20-7 33.3 acres lying south and west of railroad tracks in the NE/4 14-20-8 Hollinger, Delbert H. (Owner) Hollinger, Jim (Tenant) Rollinger, Jim (Owner) SE/4 14-20-8 Janda, Edward F. Janda, Anna Mae (Owners) SW/4 12-20-8 E/2 NW/4 29-20-7 W/2 NE/4 29-20-7 Jones, Gerald N. Jones, Donna (Owners) Miller, Cecil W. Miller, Mildred (Owners) SE/4 10-20-8 E/2 NW/4 19-20-7 S/2 NE/4 19-20-7 Oden, Wilmer H. Oden, Anita (Owners) Oden, Arthur (Tenant) SW/4 12-20-8 Roeder, Raphael R. Roeder, Annabelle A. (Owners)

PLAINTIPF	LEGAL DESCRIPTION
Sharpe, Graydon L. Sharpe, Jeannette (Owners)	1/2 interest in N/2 SW/4 13-20-8
Tobias, Cecil Tobias, Frances (Owners) Tobias, Ed (Tenant)	N/2 NE/4 23-20-8 SE/4 NE/4 14-20-8 W/2 NE/4 14-20-8 SW/4 SE/4 11-20-8
Tobias, Elma (Owner) Tobias, Curtis (Tenant)	E/2 24-20-8
Urmey, Patricia LaMoyne Urmey, Donald (Owners)	1/2 interest in N/2 SW/4 13-20-8
Westrup, Paul Westrup, Marguerite (Owners)	N/2 SE/4 18-20-7 NW/4 18-20-7
Zwick, Harry, as Trustee Zwick, Majorie, as Trustee (Owners) Zwick, Alvin Zwick, Don (Tenants)	SW/4 & N/2 SE/4 17-20-7 S/2 SE/4 18-20-7 W/2 33-20-7
Brothers, Lyle (Tenant)	NE/4 13-20-8 N/2 SE/2 13-20-8 NW/4 31-20-7 N/2 NW/4 20-20-7 N/2 NE/4 20-20-7
Engellanc, Don (Owner)	NE/4 28-20-7
Engelland, Jack (Owner)	N/2 NW/4 17-20-7
Engelland, Jack (Tenant)	S/2 SE/4 13-20-8 S/2 NW/4 17-20-7 SE/4 32-20-7 S/2 SW/4 24-20-8 E/2 NW/4 10-21-7 W/2 NW/4 10-21-7
	161

PLAINTIFF	LEGAL DESCRIPTION
Jones, Gerald Jones, Donna (Owners)	E/2 NE/4 29-20-7 :/2 NW/4 29-20-7
Miller, Cecil (Owner) Tobias, Ed (Tenant)	A portion of the N/W4 11-20-8
Miller, Curtis (Tenant)	SE/4 12-20-8 NE/4 17-20-7 N/2 NW/4 22-20-8 S/2 NW/4 22-20-8
Tobias, Cecil (Owner) Tobias, Ed (Tenant)	NE/4 NE/4 22-20-8
Tobias, Curtis (Owner)	S/2 NE/4 22-20-8
Tobias, Curtis (Tenant)	N/2 SW/4 23-20-8
Tobias, Ed (Tenant)	S/2 SW/4 29-20-7 NE/4 SW/4 29-20-7

necessary or required to so extend and continue the validity of this lease, including each repeated option.

On or before the <u>roth</u> day of <u>September</u>, 2004 and annually thereafter, Lessee shall make a payment, herein called "periodic payment", or tender a periodic payment to Lessor in the sum of One Hundred Twenty and 00/100 ---- Dollars at:

Lyons Sait Company 1660 Ave. N. Lyons, KS. 67554

or such other address as may be furnished by the Lessor. Lessee's failure to make payment or tender of any periodic payment when due shall not operate to terminate or impair any provision of this lease, provided, however, that if Lessee shall not make such payment within (60) days after written notice from Lessor, Lessor shall then have the right to terminate this lease for non-payment of the periodic payment. It is agreed that the consideration herein before recited, together with each herein provided periodic payment, shall operate, cover and be held to be full consideration and compensation to Lessor for all privileges, rights, and each option granted Lessor under this lease.

No change of ownership of the leased premises shall be binding on the Lessee until it has been furnished with a true copy of the original recorded instrument of conveyance.

It is agreed that Lessee shall have the right to terminate this lease at any time by giving sixty (60) days notice in writing to Lessor of its intention to terminate this lease.

The Lessee shall have the right to assign this lease or to sublease said premises, in whole or in part, Lessee shall have the right to remove all property placed by it upon said premises at any time and within a reasonable time after the termination of the lease.

Lessee shall have the right of ingress and egress at all times during the operation of this lease and, at the expiration thereof, Lessee shall return the premises peaceably to Lessor in as good condition as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty excepted.

The Lessor covenants that Lessor is the owner of the above-described land, warrants to Lessee its continued peaceable and quiet possession hereunder, and further warrants Lessor's right and

000293

STATE OF KANSAS,

88.

COUNTY OF RICE

This instrument was filed for record on the 21 day of May A.D. 1948 at .9:00 o'clock A.M., and duly recorded in book 112 Misc. on page 30.

Laura Sangster, Register of Deeds

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF RICE COUNTY, KANSAS

In the Matter of the Application of Eugeania Gladys Davis to Open a Public Highway

REPORT OF COMMISSIONERS AND/OR VIUWERS

COME NOW the undersigned commissioners and/or viewers and report that they directed the County Engineer of Rice County, Kansas, on this date to survey and establish a public road, in accordance with G.S. 1935, 68-117, along the

South twenty-five (25) feet of the West Half (W) of the North-est Quarter (NW) of Section Thirty-two West (32), Township Twenty (208) South, Range Seven (7W) of the Sixth (6th) Principal Meridian in Rice County, Kansas,

and that they determined that damages for the opening of such road are sustained by Georgia I. Brown, and by her only, and that the amount of such damage is the sum of \$225.00, and that pursuant to the written application by her filed she is hereby awarded damages in the sum as afore stated.

The undersigned commissioners and/or viewers further state that it is their finding that said road should be established, and that it is their specific finding that the petitioner herein does not without the establishment of such a road have access to and from her land described in the petition by her heretofore filed.

(Signed) J.M. Frederick

(Signed) R.L. Embree

(Signed) Joe Hunter

(Signed) E.E. Tobias

(Signed) Phil Hohl

(Signed) Byron K. Babcock

The above report filed with the Board of County Commissioners of Rice County, Kansas, this 18 day of August, 1947, and approved this 25th. day of August, 1947, the same being the next ensuing session of this Board after the filing of such report, and the same being approved by unanimous vote of such Board, and it is hereby directed that the county engineer shall note such location of said road upon the road records of his office, the same to be designated a private road. It is further by the Board of County Commissioners found that the proceedings hereunder have been in all respects in accordance with law, that due and proper notices therefor have been given, and that such notices and acts done in pursuance thereof are hereby approved.

BOARD OF COUNTY COMMISSIONERS RICE COUNTY, KANSAS BOARD OF COUNTY COMMISSIONERS OF RICE COUNTY, KANSAS

ATTEST: (Signed) R.G. Nichols County Clerk

by: BY J.M. Frederick (Signed)
CHATRMAN

CERTIFICATE OF COPY

I, R.G. Nichols, County Clerk of Rice County, Kansas, do hereby certify that the above is a true and correct copy of the Proceedings of the Board of County Commissioners of Rice County, Kansas as the same remains on record in my office in Book 8, Page 146, filed August 18, 1947.

R.G. Nichols

SEAL.

R.G. NICHOLS, COUNTY CLERK

NOTICE OF EXTENSION OF LEASE

(For Recording)

STATE: Kansas

COUNTY: Rice

On April 28, 2011, Markel Properties, LLC whose address is PO Box 274, Pretty Prairie, KS 67570, as Lessor granted to CMX, Inc., as Lessee an oil and gas lease (the "Lease") in those lands described in Exhibit "A" The Lease is recorded in Book 150, page 844 of the Register of Deeds Records of Rice County, Kansas.

The primary term stated in the Lease is for 2 (two) years from <u>April 28, 2011</u>. On <u>March 11, 2013</u> the amount accepted by the Lessor was tendered to the Lessor for the purposes of extending the primary term of the Lease until <u>April 28, 2015</u>.

This Notice is placed of record for purposes of evidencing that the primary term of the Lease has been extended to April 28, 2015.

Douglas H. McGinness II President, CMX, Inc.- Lessee

STATE OF: Kansas

} SS:

COUNTY OF: Sedgwick }

Before me the undersigned, a Notary Public, within and for the said County and State, on this day of March 11, 2013, personally appeared, Douglas H. McGinness II, President of CMX, Inc., personally known to me to be the same person who executed the within and foregoing instrument of writing and they duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 3/4/2016

Exhibit "A"

DONNAL MAY-MURRAY
Notary Public - State of Kansas
3 | 9 | 20 | 6

Appt. Expires

Township 20 South, Range 7 West Section 32: NW/4 and N/2 NE/4 Rice County, Kansas

> Document #: 201300862 STATE OF KANSAS COUNTY OF RICE

This Instrument was filed on: 3/14/2013 At: 8:00:00 AM and duly recorded in Book: Oil & Gas 156 Page: 995

Fees: \$8

Rice Co., Register of Deeds

176 Page # 38 COUNTY OF RICE
This Instrument was filed for record on the 20 day of February, AD. 19. 75st 5:00 o'clock, AM, and Guly recorded in book 95 00 on page 38 Photosialed indexed Checked Fee \$3.00 RIGHT-OF-WAY GRANT For and in consideration of One Hundred Sixty Dollars (\$160.00), to the undersigned in hand paid, the receipt of which is hereby acknowledged, I do hereby grant to Nadel and Gussman, a partnership, its successors or assigns, the right-of-way to maintain, operate and remove an existing pipeline for the transportation of salt water through the following described land, to-wit: North Half of the Northeast Quarter (N/2 NE/4) of Section Thirty-two (32), Township Twenty (20) South, Range Seven (7) West in Rice County, State of Kansas, with ingress and egress to and from same. Grantee hereby agrees to pay any damages that may arise from maintaining, and operating said pipeline. THE RESERVE TO To have and to hold the said easement unto the said Nadel and Gussman, its successors and assigns, so long as the same shall be useful for the purposes herein granted. Grantee by the acceptance hereof covenants and agrees with the grantor that the pipei, line shall be buried where necessary so as not to interfere with the cultivation of the premises. To this grant the undersigned binds herself, her heirs devisees, administrators, executors, successors and assigns on this $\frac{\sqrt{c^{2}}}{c^{2}}$ day of February, 1975. Subscribed, sworn to and acknowledged before me this 13th day of February, 1975. -SHITH Notary Public My Commission Expires: January 36, 1979 AND DESCRIPTION OF THE PARTY. THE PERSON NAMED IN

EUGENIA GLADYS DAVIS, a Widow,

CONVEY_S_AND WARRANT_S_TO

Hal A. Davis II, Elizabeth &. Schwartz, and Patricia E. Weelborg

all the following described REAL ESTATE in the County of Rice

and the State of Kansas, to-wit:

All of my right, title, and interest in all of the oil, gas, and other minerals in and under, and that may be produced from the following described real estate, to wit:

> Northwest Quarter (NW/4) and the North Half of the Northeast Quarter (N/2 NE/4), Section Thirty-two (32), Township Twenty (20) South, Range Seven (7) West

together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

for the sum of Love and Affection.

EXCEPT AND SUBJECT TO:

Dated November 15 19 80 STATE OF KANSAS. Mc Pherson BE IT REMEMBERED, That on this 1.5 2 day of November A. D. 1980 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Eugenia Gladys Davis, a Widow,

who i.S personally known to me to be the same person duly acknowledged the the within instrument of writing and such person xecution A the same.

WHEREOF, I have bereuate set my hand and affined my

d year last above written. Smith,

Notary Public.

TRÚĐÝ January 26,

.19_83

Eugenia Gladys Davis

Ş

STATE OF KAHSAS **6 /** 235 COLARTY OF RICE Tide In AD. 18.8149: 30 ectochable and duty recorded in adeposibe. griche of the \$5.00 STATE OF KANSAS

SS

COUNTY OF RICE

This instrument was filed for record on the 22 day of Aug. A. D. 1941 at 1 o'clock P.M. and duly recorded in book 85 Misc. on page 597.

Ruby Banister, Register of Deeds.

RIGHT OF WAY AGREEMENT

N

EEV

FOR AND IN CONSIDERATION OF THE SUM OF One Dollar DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of One Dollar 1.00 per rod, which sum is understood to include construction and land damage, for each rod of pipe line laid thereon, to be laid when construction is actually started on premises, survey excepted, we Georgia I. Brown & Orville F. her husband Brown, Route 2, Sterling, Kansas, do here grant to SOCONY-VACUUM OIL COMPANY, Incorporated, its successors or assigns, the right of way to lay, maintain, alter repair, inspect, operate, and remove pipe lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of the said lines, on, over, or through certain lands situated in Ric County, Kansas, described as follows:

Section 32, Township 20, Range 7 West, 6 Pm. the N West 1/4 of the N West 1/4

Crop damages to be paid after the construction of the line.

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

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculat on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

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

It is understood that the within written contract constitutes the entire agreement between the parties and that no oral agreements made by the person securing this grant shallbe binding upon the Grantee.

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

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 19th day of August, 1941.

Georgia I. Brown O. F. Brown	(SEAL) (SEAL) (SEAL) (SEAL)
	Georgia I. Brown O. F. Brown

State of Kansas, County of Rice, SS.

Be it remembered, That on this 19 day of August, 19hl, before me, the subscriber, a Notary Public in and fo said County and State, personally came the within named Georgia I. Brown & O. F. Brown, her husband, to me known to the persons named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

In testimony whereby, I have hereunto set my hand and seal the day and year last above written.

My Commission expires Oct. 21, 1944.

Ralph H. Leonard Notary Public.

SEAL

STATE OF KANSAS

SS:

COUNTY OF RICE

This instrument was filed for record on the 22 day of Aug. A. D. 1941, at 1 o'clock P. M., and duly recorded in book 85 Misc. on page 596.

Ruby Benister, Register of Deeds.

RIGHT OF WAY AGREEMENT

EEW

FOR AND IN CONSIDERATION OF THE SUM OF One Dollar Dollars cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of 1.00 per rod, which sum is understood to include construction, and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted. I, Mrs. Deana Dewegs Fry, a widow, of 1501 West Main, Butchinson, K., do hereby grant to SOCONY-VACUUM OIL COMPANY, Incorporated, its successors or assigns, the right of way to lay, maintain, alter, repair, inspect, operate, and remove pipe lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of the said lines, on, over, or through certain lands situated in Rice County, Kansas, described as follows:

Section 32. Township 30, Name 7 West - The Southwest 1/1 of the N-West 1/4. Crop damages to be paid after construction of the line;

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

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

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

It is understood that the within written contract constitutes the entire agreement between the parties and that no oral agreements made by the person securing this grant shall be binding upon the Grantee.

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

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 20th day of August, 1941.

(CDLT)	7 D B	(2242)
(SEAL)	Dena Deweese Fry	(SEAL)
(SEAL)		(SEAL)
(SEAL)		(SEAL)
(SEAL)		(SEAL)

STATE OF KANS.

SS:

COUNTY OF RENO

BE IT REMEMBERED. That on this 20 day of Aug. 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Dena Deweese Fry, to me known to be the person named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

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

My commission expires Aug. 6, 1944.

Geo. Barnum,

SEAL

Notary Public.

RIGHT-OF-WAY EASEMENTS

hereinafter called Grantors, in hereinafter called the Grantee	equalderation of one dullar (\$1.00) and e, the receipt and sufficiency of which is assigns, a perpetual easement with the	other good and valuable consideration in the consideration is the consideration of the consid	E. Weelborg, power of attorney, on paid by Rural Water District #1 Rice County, grant, bargain, sell, transfer, and convey to said lay and thereafter use, operate, inspect, repair,
over and across the following	land owned by Grantor in	Rice	County, State of Kansas.
(N/2 NE/4) of Sect in easement forty: North Half (N/2) o	ion Thirty-two (32), To	waship Tweaty (20) So parallel to the aband	of the Northeast Quarter uth Range Seven (7) West. oned Railroad track of the rty-two (32), Township
Together with the right of ing granted. The essement hereb	ress and egress over Grantor's adjacen by granted shall not exceed 40 feet in w	t lands for the purposes for which t ridth, 20 feet on either side of sald l	ne above-mentioned rights are ine as laid.
			
referred to herein and the Grits use of Grantor's premises.	antee will maintain such ensement in a This Agreement together with other pa- , and assigns. The Grantors covenant to	state of good repair and efficiency : rowisions of this grant shall constitute	y reason of the installation of the structures to that no unreasonable damages will result from a covenant running with the land for the benefit described lands and that said lands are free and
			<u> при периятия — — — — — — — — — — — — — — — — — — —</u>
IN WITNESS WHEREOF II 316-628-4568 Telephone Number	This instrument was filed for recorded in the 6 day of May A.D. 19 93 at 4:30 o'clo P M. and duly recorded in bo Misc, 177 page 475	RELATION E. W. Married Single	bis by
STATE OF KANSAS	Register of Deeds		
COUNTY OF M	Register of Doeds Fee \$6.0	10	,
BE IT REMEMBERED	that on this & day of	19 92 before	me, the undersigned, a Notary Public, in and for
	d, come Palmeis 5 4	seeller for Eugen	is G. Davis personally known to me
			duly acknowledges the execution of the same.
IN WITNESS WH	EREOF, I have hereunto set my hand	and affixed my notarial seal the day	Edules Public
· W	OF KANS	90475	
· ·		₩ ₩ • • •	

#31:8 STATE OF KANSAS, COUNTY OF RICE, SS This instrument was filed for record on the 18 day of January A.D. 19 58 at 8:15 o'clock A. M., and duly recorded in book 0 & G 12 at page 217 Photostated Indexed page . Register of Deeds RIGHT OF WAY GRANT KNOW ALL MEN BY THESE PRESENTS, THAT: The undersigned, EUGENIA GLADYS DAVIS . hereinafter called Grantors, for and in consideration of the sum of One Dollar(\$1.00) and other valuable consideration, paid by FRANCIS M. RAYMOND, receipt of which is hereby acknowledged, do hereby grant and convey unto FRANCIS M. RAYMOND, hereinaster called Grantee, his heirs and assigns, the right of way to construct, maintain, use, repair and remove a pipe line, or lines, for the transportation of salt water or other deleterious substances, upon and across the following described lands in RICE County, Kansas, to wit: No of NW2 of SEC 32 TWSP 20 RANGE 7 WEST OF THE 6TH PM with the right of ingress and egress to and from the same. The Grantors, their heirs and assigns, shall have the right to use and enjoy said premises, except for the purpose hereinabove granted to Grantee, and Grantee shall pay all damages which may be caused by him to crops, tumber, fences or buildings of Grantors, or their tenants, in exercising any of the rights herein granted. All pipe laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land. TO HAVE AND TO HOLD the said easements, rights and rights of way unto the said Grantee, his heirs and assigns. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF, the said Grantors have hercunto set their hands and seals this the 11 day of JANUARY, 1958 Eugenia Gladys Vavis Ry. Maria POWER OF ATT. STATE OF KANSAS COUNTY OF ___PENO Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of ____, 195_p, personally appeared , to me personally and v. S. DAVIS', to me personally known to be the identical persons who executed the within and foregoing instrument Al- and acknowledged to me that they executed the same as their free and voluntary act and doed for the uses and purposes therein set forth. seal the day and year last above written. IN WITNESS WHEREOF. I have hereunto set my hand and official

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My commission expires:

3-18-59

Luile Suyler Notary Public

STATE OF KANSAS, 88. COUNTY OF RICE

This instrument was filed for record on the 12 day of April A.D. 1950 at 8:45 o'clock A.M., and duly recorded in book 120 Misc. on page 194.

Laura Sangster, Register of Deeds

153-7-88721

GRANT OF RIGHT OF WAY

9072

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the further consideration of __ Dollars (\$ 0) to be paid to Eugeania Gladys Davis and Hal A. Davis, by The Kansas Power and Light Company, a Kansas corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned Eugeania Gladys Davis and Hal A. Davis, her husband, do hereby grant, convey and warrant unto the said The Kansas Fower and Light Company its successors, assigns and lessees the right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove an electric transmission and distribution line, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors and other equipment appurtenant thereto for the transmission and distribution of electric energy in, upon, across and over certain lands owned by Grantors, situated in Rice County, State of Kansas, and described as follows:

The North Half of the Northeast Quarter (N/2 NE/4) of Section Thirty Two (32), Township Twenty (20) South, Range Seven (7) West of the 6th. Principal Meridian, in Rice County, Kansas EXCEPT R.R. Right of Way. Location of Electric transmission and distribution line as follows: Beginning at a point approximately two Thousand Three Hundred and Eighty (2380) feet West of the Northeast corner of the above described property, thence in a Southeasterly direction a distance of approximately Eight Hundred and Fifty (850) feet thence in a Southwesterly direction a distance of approximately Nine Hundred feet, all in above described property,

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

together with the right of ingress to and egress from such lands over lands of Grantor(s) for, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles as may interfere with, the safe, proper and expeditious erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line or any part thereof. Not more than Five (5) poles and One (1) anchor of said line shall be located on said property of Grantor(s).

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

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned. WITNESS the hand and seal of the Grantor(s) this loth day of February, 1950.

WITNESSED BY:

Engeania Cladys Davis

(Seal.)

OK

RS

Hal A. Davis

(Seal.)

STATE OF Kansas

COUNTY OF Reno

I, Jack L. Powell, do hereby certify that Eugeania Gladys Davis and Hal A. Davis _ personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 10 day of February, A.D. 1950

y Commission Expires MY COLLISSION EXPIRES JANUARY 26, 1953 Jack L. Powell, Notary Public

PIPE LINE RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF One (\$1.00) DOLLARS, cash to us/me in hand
truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty Conts (0.504)
per rod, for each rod of pipe line laid thereon, to be paid if and when construction is actually started on premises, survey excepted, I/we
Claus Groth and Dora Groth, husband and wife,
R. R. # 2, Sterling, Kansas.
hereinater called Grantor. S., ohereby grant and convey unto Skelly Oil Company, a corporation, hereinafter called Grantee, its successors or assigns, the right of way to construct, maintain, use, repair, operate, patrol, protect, change the size of and renewing and removing in whole or in part, a pipe line or lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters and appurtenances as may be necessary or convenient to the operation of the said line, upon and across the following described land, to-wit:
The Northeast Operter (NEL) of Section 32, Township 20 South, Range 7 West,
situated in
It is further agreed that the said Grantee, is successors or assigns, may at any time lay an additional pipe line or lines, along side of the said first line, upon the payment of the same consideration per linear rod as paid for this right of way, with the same rights and subject to the same conditions; and the said Grantee shall also have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.
All pipe laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land.
TO HAVE AND TO HOLD the said easements, rights, and rights of way unto the said Grantee, its successors and assigns.
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.
IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 24th
day of May
Day & Stairs Perotit
filaus Groth of Jy
Dora Ellen Groth
Bora Birell Glock
STATE OF KANSAS, COUNTY OF Rice SS. BE IT REMEMBERED, That on this, 24th day of May A.D. 19.56 before me, a
Notary Public in and for said County and State, came. Claus Groth and Dora Ellen Groth,
husband and wife.
was last personally known is me to be the same person who executed the within and foregoing instrument of writing, and as such
Therson S. duly scknowledged the execution of the same.
WITHESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
and the desired
My commission expires: Nov. 7, 1957 G. W. Schmidt Notary Public.
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ord on the S.E. M. and duly S.E. S.E. S.E. S.E. S.E. S.E. S.E. S.E
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MISCELLANEOUS RECORD 51

COUNTY OF RICE

This instrument was filed for record on the 18 day of September, A. W 1935, at 1 o'clock P. Is., and duly recorded in book 51 Misc on page 552.

Helen Stahl, Register of Eceds.

#106

right of way agreement

FOR AND IN CONSIDERATION OF THE SUM OF One and 60/100 DOLLARS, cash to us in hand truly paid, the t of which is hereby acknowledged, and the further sum of Fifty Cents per rod, which sum is understood to include construction, crop, and land darage, for each rod of pipe line laid thereon, to be paid ween construction is actually sterted on premises survey excepted, we, Paul E Lantz and Deane L. Lantz, his wife, do hereby grant to WHITE DADLE OIL CORPORATION, its successors or assigns, the right of way to lay, maintain, alter, , inspiect, operate, and remove pipe lines for the transportation of oil and/or gas, andproducts of by products thereof, water and other substances, together with such drips, valves, fittings, meters, and simila appurtenances as may be necessary or convenient to the operation of the said lines, on, over, or through certain ed as follows lands situated in Rice County, Kansas; describ

> Section 32, Township 22058; Range 7 West: North half of North East quarter, and East half of the North West Quarter.

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

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

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

ies hereto have set their hands and scale this 28th day of Moy IN WITHESS WHEREOF, The

(SEAL)

(SEAL)

(SEAL)

Paul E. Lantz

Deane L. Lentz (SEAL)

> (SEAL) (SEAL)

(STAIL)

STATE OF KANSAS

COUNTY, OF RICE

is 5 day of December, 1933, before me, the subscriber, a Notary Public Be it remembered, That one the r said County and State, personally came the within named Paul E. Lantz and Deane L. Lantz, his wife to me known to be the person named in, and who executed the within instrument, and to me they each acknowledged the execution of the same.

In testionony whereof, I have hereunto set my hand and scal the day and year last above written. Wy commission expires Aug. 28, 1937. t Ludden, Notary Public SEAL.

IMISCELLANEOUS RECORD. 51

STATE OF KANSAS SS. COUNTY OF RICE |

s instrument was filed for record on the 18 day of Saptember At D. 1935 at 1 o'clock P. M., and de ecorded in book 51 Misc. on page 553.

Helen Stahl, Register, of Deeds.

¹#1.08

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RIGHT OF WAY AGREEMENT

AND IN CONSIDERATION OF THE SUM OF One and 80/100 DOLLARS, cash to us in hand truly paid, the of which is here by acknowledged, and the further sum of Fifty Cents per rod, which sum is understood to inch construction, crop, and land damage, for each rod of pipe line laid thereon, to be paid when constr ally started on premises, survey excepted, we, Mary L. Devecs a single woman, Georg ia I. Brown and O. re, her husband, do hereby grant to WHITE EAGLE OIL CORPORATION, its successors or a ay, maintain, alter, remair, inspect, operate, and remove pipe lines for the transportation of oil gas, and products or by-products thereof, water and other substances, together with such drips, Valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of the said lines over, for through certain lands situated in Rice County, Kansas, described as follows:

Sections 31-32, Township 20 S, Range 7 West: North East quarter of Section 31 and West half of the North West quarter of section 32.

s and egress to and from same. I The said grantors, heirs and assigns hereby agree that no building uild gs shall be erected on or over the said pipe lines, but are otherwise to fully use and enjoy said seclexcept for the purposes hereinbefore granted to said grantee, who hereby agrees to pay any damage which to crops, fences, stock, and land from the maintaining, operating, and removing of said lines, said not mutually agreed upon, to be accertained and determined by three disinterested persons, one thereof inted by the said grantors, theirs or assigns, one by said grantes, successors or assigns, and the thi ťο appointed aforesaid, and the award of three such persons shall be final and conclusive. Said company iccessors and assigns, to have the right to change the size of its pipes, the damage, if any, in making such chan ge to be paid by the said WHITE EAGLE OIL CORPORATION, its successors or assign

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

This agreement is binding on the heirs, representatives, successors and assigns of the respective parts

IN WITNESS WHEREOF, The parties hereto have set their hands and seal's this 4th day of September, 1933

tness to Mark

i

Mary L. (X) Dewees Georgia I. Brown O. F. Brown (SEAL) (SEAT. I SEA L

Witness to Wark

Mrs. Clara Adamson

Guf Zerbe

STATE OF KANSAS, COULTY OF RICE, SS.

STATE OF KANSAS, COULTY OF RICE, SS. Be it remembered, That on this 5 day of Dec. 1933, before me, the subscriber, a Motary Public in and for said County and State, personally come the within named Georgia II Brown and O. F. Brown her husband, to me known to be the persons named in, and who executed the within instrument, and to me they each acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

By commission expires Aug. 28, 1937

Pet Ludden, Notary Public

My commission expires Aug. 28, 1937

SEAL.

STATE OR KANSAS, COUNTY OF RICE, SS.

If on this 5th day of December, A. D. 1933, before me, the undersigned; a Notery Public in and for the County and State aforesaid, personally appeared Mary L. Dewees, a widow; and note me known to be the identical person, who executed the within and foregoing instrument by her mark, in my presence and in the presence of Chara adams of and Guy Zerbe, as witnesses, and ack rowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein set forth. Given under my hand and small of office the day and year last above written.

My commission expires Aug. 28, 1937

above written.

Wy commission expires Aug. 28, 1937

NOTE: The signature by mark of a Grantor who cannot write her hame must be witnessed by two witnesses, one of whom must write the grantor's name near such mark.

DJ1/9154

PIPE LINE RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF One (*1.00) DOLLARS, cash to us/me in hand
truly paid, the receipt of which is hereby acknowledged, and the further sum of One Dollar (\$1,00)
per rod, for each rod of pipe line laid thereon, to be paid if and when construction is actually started on premises, survey excepted, I/we
V.S. Davis, Attorney-in-fact for Eugenia Gladys Davis, a widow
1825 North Main Street, Hutchinson, Kansas.
hereinafter called Grantor do hereby grant and convey unto Skelly Oil Company, a corporation, hereinafter called Grantee, its successors or assigns, the right of way to construct, maintain, use, repair, operate, patrol, protect, change the size of and renewing and removing in whole or in part, a pipe line or lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters and appurtenances as may be necessary or convenient to the operation of the said line, upon and across the following described land, to-wit:
North One-Half Northeast Quarter(N2NE1) and East One-Half Northwest Quarter
(E-NW4) Section32, Township 20 South, Range 7 West, along the route and at
the location as shown by the map for said right-of-way which is hereto attached and made a part hereof, situated in Rice County, Kansas, with the right of ingress and operess to and from the same.
The Granters, their heirs and assigns, shall have the right to use and enjoy said premises, except for the purpose hereinabove granted to Grantee, and Grantee shall pay all damages which may be caused by it to crops, timber, fences or buildings of Grantors, or their tenants, in exercising any of the rights herein granted.
the further agreed that the mid Country is a second resign, man of one since lay as additional pipe line on lines along aids
Service the total expenditions, and the said Course blocks from the contract of the said and a said a said and a said a
All pipe laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land.
TO HAVE AND TO HOLD the said easements, rights, and rights of way unto the said Grantce, its successors and assigns.
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57
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This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57. Engine Halp Lavis Eugenia Gladys Davis
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This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57. Engine Halp Javis Furging Gladys Davis Furging Gladys Davis Furging Gladys Davis STATE OF KANSAS, COUNTY OF Reno SS. BE IT REMEMBERED, That on this 4th V. S. Davis, Attorney in Fact for March Warch Davis Flady for me, a Flady of the content of the co
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57. Engine Hadep Javis Eugenia Gladys Davis Eugenia Gladys Davis Eugenia Gladys Davis Furence Gladys Davis State OF KANSAS, COUNTY OF Reno SS.
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March
This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57. Engine Blady Davis Purphic Glady's Davis Purphic Glady's Davis Her Attorney in-Fact STATE OF KANSAS, COUNTY OF Reno SS. BE IT REMEMBERED, That on this 4th Sab Davis, Attorney in Fact 10. 19. 57, hefore me, a Notary Publik'in, and for said County and State, came, Eugenia Glady's Davis, a widow, who, the present who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present.
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This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. IN TESTIMONY WHEREOF the said Grantors have hereunto set their hands and seals this the 4th day of March 19.57. Engine Blady Davis Purphic Glady's Davis Purphic Glady's Davis Her Attorney in-Fact STATE OF KANSAS, COUNTY OF Reno SS. BE IT REMEMBERED, That on this 4th Sab Davis, Attorney in Fact 10. 19. 57, hefore me, a Notary Publik'in, and for said County and State, came, Eugenia Glady's Davis, a widow, who, the present who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present, who executed the within and foregoing instrument of writing, and as such present.

Page #203

NE Cor. Sec. 32-205-7W Page #204 North Line Sec 32-205-7W 7 East line Sec. 32-205-7WJ N/2 NE 1/4 Sec. 32-205-7w Plat Showing Skelly Oil Company 32" Crude Oil Pipe Lines in No NEt Sec. 32-T2OS-R7W, Rice County, Kansas Scale: 1" = 3001 July 9, 1957 of the records of said office. recorded in book 0 & G 10 page 203 County of Rice State of Kansas, County, Kansas This instrument was filed for record on the RIGHT OF WAY GRANT SKELLY OIL COMPANY SKELLY OIL COMPANY When recorded, return to 410 Fetroleum Bldg. Wichita, Kansas Photostatedo'clock, PIPE LINE #418 Indexed .. 19.57

EASEMENT AGREEMENT

W

THIS EASEMENT AGREEMENT is made this 2000 day of Morch, 2008, by and between Patricia E. Weelborg, as Trustee of the Eugenia Gladys Davis Revocable Trust created under instrument dated December 8, 1994, hereinafter referred to as "Grantor," and Kansas Ethanol, LLC, a Kansas Limited Llability Company, its successors and assigns, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate located in Section 32, Township 20 South, Range 7 West of the 6th P.M., Rice County, Kansas; and

WHEREAS, Grantee owns and operates an Ethanol Plant in Rice County, Kansas, and

WHEREAS, Grantor and Grantee desire to enter into an agreement to grant to Grantee pipeline and utility easements across Grantor's real estate.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Pipeline Easement. For good and valuable consideration paid by Grantee to Grantor, Grantor does hereby grant and convey to Grantee the exclusive right, privilege and easement, at any time and from time to time, to install, maintain, inspect, operate, protect, repair, replace, change the size of, or relocate a water pipe line or pipe lines, valves, and buried communication lines (collectively referred to as "Buried Lines"), together with the right of ingress and egress to and from the same, over, under, through and across the following described land situated in Rice County, State of Kansas:

A 30.00 foot-wide strip of land in the Northwest Quarter of Section 32, Township 20 South, Range 7 West of the 6th Principal Meridian, Rice County, Kansas, said strip being 15.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Northwest Quarter of Section 32, Township 20 South, Range 7 West of the 6th Principal Meridian; thence with an NAD83-based grid bearing, North 00°22'08" West along the West line of said Northwest Quarter 1372.46 feet; thence departing said West line North 89°37'52" East perpendicular to the West line of said Northwest Quarter 30.00 feet to the East right-of-way line of 20th Road, said right-of-way being 30.00 feet on each side of the West line of said Northwest Quarter, said point also being the point of beginning; thence continuing North 89°37'52" East 15.00 feet; thence South 00°22'08" East parallel with the West line of said Northwest Quarter 369.90 feet; thence South 89°17'41" East 2609 feet, more or less, to a point on the East line of said Northwest Quarter.

The sidelines of the above-described strip to lengthen or shorten as needed to meet the West and East lines of said Northwest Quarter. The above-described strip is subject to any other easements of record,

(hereinafter "Grantor's real estate").

- 2. <u>Buried Pipelines</u>. It is agreed that any Buried Lines to be installed pursuant to this Easement Agreement shall be constructed at least three (3) feet below the surface of the ground to permit normal cultivation and Grantor shall have right to fully use and enjoy the above described real property subject to the rights herein granted. Grantee agrees to restore the surface to its existing condition after the installation of any Buried Lines.
- 3. <u>Obstruction</u>. Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easements, and Grantor agrees not to build, construct or create, or permit others to build, construct or maintain any buildings or other structures on the herein granted easements, when established, that will interfere with the normal operation and maintenance of the said Buried Lines.
- 4 <u>Crop Damage</u>. Grantee agrees to pay to the then owners and to any tenant, in proportion to their ownership interest in said crop, any and all damages to crops, timber, fences, drain tiles, or other improvements on Grantor's real estate that may arise from the exercise of the rights herein granted.
- 5. Covenant Running with the Land. It is the intention of the Grantor and Grantee that this grant of easement and right of way shall inure to the benefit of said real estate and the owners thereof, and this easement and right of way, and the terms thereof, shall be a covenant which runs with and against the lands hereinabove described and shall be a perpetual charge thereupon until terminated by the Grantee herein or its assigns and may be assigned by the Grantee or its assigns without notice. Grantor understands that said Buried Lines shall not become a part of or an appurtenance of the land constituting the easement and right of way, but shall be and remain the property of the Grantee and its successors and assigns.
- 6. <u>Binding Agreement</u>. This easement and right of way shall be binding upon the Grantor and Grantor's heirs, estates, successors and assigns.

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands this day of MARCH., 2008.

By: Michael Y. Chisam, General Manager

"Grantee"

Kansas Ethanol, LLC

Eugenia Gladys Davis Revocable Trust created under instrument dated December 8,

Eugenice G. Davis Rewcable Trust By Patricia E. Westlong, Trustee

Grantor**

STATE OF KANSAS, COUNTY OF RICE, ss:

BE IT REMEMBERED, that on this 24th day of March 2008, before me, the

undersigned, a notary public in and for said county and state, personally appeared Michael J. Chisam, General Manager of Kansas Ethanol, LLC, a limited liability company duly organized existing under and by virtue of the laws of Kansas, who is personally known to me to be the same person who executed, as such officer, the foregoing instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company, and that he is authorized to sign this document on behalf of the limited liability company.

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

SHERRY BROWN A SHERRI State of Kanesi My Appt. Expires 6-3-2011

, . ; . .

STATE OF KANSAS, COUNTY OF THERSEL SS:

BE IT REMEMBERED, that on this sch day of MARCH, 2008, before me, the undersigned, a notary public in and for said county and state, personally appeared Patricia E. Weelborg, as Trustee of the Eugenia Gladys Davis Revocable Trust created under instrument dated December 8, 1994, who is personally known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Trust, and that she is authorized to sign this document on behalf of the Trust.

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

NOTARY PUBLIC - State of Kansas JACQUELINE K, SCHMIDT My Appt. Exp

My Appointment Expires: March 24, 2008

Document #: 200801030

STATE OF KANSAS

COUNTY OF RICE

This Instrument was filed on: 4/10/2008 At: 2:25:00 PM and duly recorded in

Book: Misc 189 Page: 71

Fees: \$16 ,

Rice Co., Register of Deed

-3 -

Kens - Olde, - Colo.

OIL AND GAS LEASE

THIS AG	REEMENT, Entered into this	28 th	_day.of	April	20 11
balween	Markel Properties PO Box 274	, LLC	-menu mma.an		
	Pretty Prairie, KS	67570	·		hereinafter called Lessor,
and	CMX, Inc., 1700	N. Waterfront	Parkway	, Bldg 300, Suite B., Wichita, KS 67206	hereinafter called Lessee, does witness:
The and agree the hereicovered if for, producing thereon resuch such such such such such such such	It Lessor, for and in consideration ements hereinafter contained to metter described land, with any hereby as hereinafter provided, coing and asving all of the oil, go water, brine, and other fluids an eccassary or convenient for the estances, and the injection of wel-	n of the sum of the Lea reversionary rights there for the purpose of carrying so condensate, gas of substances into the subscances of separation of secondmical operation o	see, has this to in, and with thi ng on geologic statillate, casin asurface stratu and land alone tances into the	ten (10) and more day granted, sessed, and let and by these presents does hereby grant, it he right to unitize this lease or any part thereof with other oil and gas its grant and other exploratory work thereon, including core driftinghead gesoline and their respective constituent vapons, and all other gas, and for constructing roads, laying pipe lines, building tanks, storing of a or conjointly with neighboring lands, to produce, save, take care and of a substrates strata, said tract of land being situated in the County of	collars in hand paid and of the covenants sease, and let exclusively unto the Lessee lesses as to all or any part of the lands org and the chilling, mining, and operating seas, found thereon, the exclusive right of it, building power stations, electrical lines ther structures of, and manufacture at of
State of	Tow	mship 20 South, Rang tion 32: NW/4 & N/2N	e.7 West	ecribed as follows:	
containin	240		4074	is, more or less.	
2. This	s lease shall remain in force for a ad gasoline or any of the produc	n term of	Twe	o (2) years (called "primary term") and as long	thereafter as oil, gas, casinghead gas,
from the I		He's option may pay to the		r into the pipe line to which Lessee may connect its wells the equal one ach one-eighth royalty the market price at the wellhead for oil of like graden	
for the man pay in th	enufacture of gasoline or any of or tender annually at or before t	her product, and all other he end of each yearly pa ity is so paid or tendered	r gases, includ nod during wh , it will be com	proceeds received by the Lessee from the sale of gas, gas condensate, fing their constituent parts, produced from the land herein lessed. If suc- lich such gas is not sold, as a shuf-in royalty, whether one or more well sidered under all provisions of this lesse that gas is being produced in ed for production of gas.	th gas is not sold by the Lessee, Lessee lik, an amount equal to one dollar per net
6. In th	ne event said Lessor owns sies	s interest in the above de terest bears to the whole	secribed land t	rm without further payments or drilling operations. then the entire and undivided fee simple estate therein then the royalties fee; however, in the event the title to any interest in said land should re	
Lesson, the house	ne Lessee shaft bury its pipe inverse or bern now on seed premise.	and titles with world well and the without writing a	shall pay for a of the Lesson	ound on said land for its operations thereon, except water from existin damage caused by its operations to growing crope on said land. No we r. Leasee shall have the right at any time during, or after the expiration og the right to draw and remove all casing.	aheli be driffed nearer than 200 feet to
administra Lesade, a instrumen appointm necessaria	stors, successors, and assigns, and no change of ownership in it of conveyance or a duly cent ent of an administrator for the e	but no change or division the land or royalties or tified copy thereof, or a estate of eny deceased or If title back to Lessor of the	in ownership any sum due cartified copy wher, whiches to full interest	ing in whole or in part is expressly allowed), the covenants hereof shall of the land, or royalties, however accomplished, shall operate to enlarg under this lease shall be binding on the Lessee until it has been fur of the will of any deceased owner and of the probate thereof, or ca wer is appropriate, together with all original recorded instruments of cor- claimed, and all advance payments of rentals made harmander before no or heir of Lessor.	e the obligations or diminish the rights of mished with either the original recorded rithed copy of the proceedings showing myeyarice or duty certified copies thereof
eccruing be no obt	nome bebivib ed lieds rebnumen	ng and paid to such sepa s to offset wells on sepan	rate owners in	or in separate tracts, the premises may nonetheless be developed and if the proportion that the acreage owned by each separate owner bears which the lend covered by this lease may now or hareafter be divided by	to the entire lessed acreage. There shall
mortgage	s, or other liens existing, levied	i, or easessed on or age	inst the above	n described and agrees that the Lessee, at its option, may pay and one described lends and, in event it exercises such options it shell be a frontgage, tax or other lien, any royalty accruing hereunder.	discharge in whole or in pert emy taxes, utprogated to the rights of any holder or
operation reworking cessetion	s within one hundred fiventy (1) penations thereon, then in eith	20) days thereafter, or if wer event, this lease shall	at the expirati remain in forc	Ald bease from any cause, this fease shalf not terminate if Lessee cor ion of the primary term, oil or gas as not being produced on said lend, it as so long as operations are prosecuted either on the same well or any o result in production of oil or gas, this lease shalf remein in effect so long	but Lessee is then engaged in drilling or other well thereafter commenced, with no
lease is a	surrendered and canceled as to	only a portion of the ac	reage covere	ly delivering or mailing such release to the Lessor, or by placing serve or d thereby, then all payments and liabilities thereafter accounting under the leased the terms and provisions of this lease shall continue and remain in	he terms of said lease as to the portion
provision	ring the same, and this lease of hereof if such failure accords o orn drilling a well hereunder by	hall not be in any way te with eny such laws, orden	minated whol s, rules or regi	and state laws and the orders, rules, or regulations (and interpretation ily or partially nor shall the Lessee be liable in damages for failure to or utations (or interpretations thereof), if Lessee should be prevented durin having jurisdiction thereover, the primary term of this lesse shall conf	omply with any of the express or implied by the last six months of the primary term
tendering the date t expiration	to Lessor a payment equal to the option is exercised. Payment	of biaq eroa neq emes er ebam berneeb ed Baris f	Lessor under upon Lessee's	extend the primary term of this lease for an additional two (2) yeers the original terms of this lease times the her scree actually owned by Le tendering of such payment by certified mail to Leasor at Leasors addin implied agreement between parties shall serve to bind Leasee to exerc	essor and Lessors successors (if any) on ess shown on this lesse on or before the
lease) cor forth the p pertinent	vering all or part of the afore de proposed lesses's name, bonus and relevant terms and condition	scribed lands, lessee sha a consideration and royal ons of the top lesse. Les	off have the co By considerations see shall have	nains in force and affect, Leasor receives any bone fide offer, acceptable minuing option by meeting any such offer to acquire such top lease. A on to be peid for such lease, and include a copy of the lease form to e fifteen (15) days after receipt via certified mail, from Lessor, of a collect mail from Lessor, of a collect mail from Lessor.	ny offer must be in writing, and must set be utilized which form should reflect all
land, teas virtue of t said prem in which t purposes tocated of	e or tasses, in that immediate v he development of durectioned or ises, such combination to be in he acreage hensin teased is att as if such lands were included in the pramises covered by this	icinity thereof, when in 1. r horizontal boreholes on a unit or units not excee- uated an instrument iden in this lease. If producti lease or not. Lessor sha	essee's judght such properti ding 840 acres tifying the acre on is found or all receive on p	given the right and power to pool or combine the acreage covered by the next it is advisable to do so in order to properly develop the acreage of es so as to promote the conservation of oil, gas or other minerals in an in the event of either an oil or gas well. Leases shall expect in writing eagle that has been so combined or unitized. The entire acreage so con the unitized acreage, it shall be treated as if production is had from production from a unit so formed only such portion of the royalty stipulate bears to the total acreage in the unit.	overed by this lease with other lands by dunder and that may be produced from g and record in the records of the county mbined into a unit shall be treated for all this lease, whether the well or wells be
17. Les acreage i	sor and Lessee expressly agree s shut-in and dewatering operat	e, notwithstanding any of tions are being conducted	her provisions d, this lease a	s of this lease, that during any period, whether before or after the primited the unlitzed acreage including this lease shall be perpetuated by piedeenhed that or and/or gas is being produced within the meaning of t	syment of enut-in royalties as previously
				De binding on all europessons of said Lessor and Lessee.	
IN WITH	NESS WHEREOF, we sign the	e day and year first abo	iya wsitten.	See Rider attached hereto and made a part hereof. Markel Properties, LLC	\wedge
······································	·····	<u> </u>		By:X	President
				a/k/a Edward Marke	

STATE OF	,	А	CKNOWLE	OGMENT FOR IN	DIVIDUAL (KsOkCo	oNe)
COUNTY OFthe foregoing inst	rument was acknowl	edged before me	this	day of	•	<u> 2011</u> .
	······································					
My commission e	xpires			···		
STATE OF			ACKNOW	LEDGMENT FOR	, Notary I NDIVIDUAL (KsC	
the foregoing insti	rument was acknowl	edged before me	this	day of		
Dy				and	·	
My commission e	xpires			····		
					Notary Public	
STATE OF			ACKNOW	LEDGMENT FOR	: iNDIVIDUAL (KsC	kCoNe)
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by	rument was acknowle			and		
My commission as	<u></u>					
iviy commission e	xpires		· · · · ·		Notary Public	
COUNTY OF					INDIVIDUAL (KsC	,
the foregoing instr	ument was acknowle	edged before me	this	day of	······································	
My commission ex	xpires					
		·			Notary Public	
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SE	7 80		Document#: 201102037 STATE OF KANSAS COUNTY OF RICE	This instrument was tiled on 6/30/2011 At: 8:10:00 AM and duly recorded in Book: Oil & Gas: 150 Page: 844 Fees: \$16 And Hunt C. Millan Rice Co., Register of Deeds: Allond.	Register of Leeds	
OIL AND GAS LEASE FROM] 🖁		Document#: 201102 STATE OF KANSAS COUNTY OF RICE	ntwa Aland as 15 as 15	190	
SL		Tem	Document#: 20110 STATE OF KANSA COUNTY OF RICE	numei 100 AN 18 G. 6 6 18 G. 6 18 G. 18 G.	8	
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STATE OF Kan	sas	A	CKNOWLE	OGMENT FOR CO	ORPERATION (KsC)kCoNe)
COUNTY OF Sed	gwick			•-	_	
the foregoing instr	ument was acknowle	edged before me	this 2nd	day ofMay		_, <u>2011</u> ,
corporation.	kel of Markel Prope K/a Edward Mark	(el	SES PHIMEGI		n, on benear of the	
My commission ex	pires March 5,	2012		Jan Bir	<u></u>	
		A NOTAL	RY PUBLIC OF KANSAS	Paul Bint	ter Notar	y Public
		PAUL	BINTER			

45

Attached to and made a part of that certain oil and gas lease dated April 28, 2011 by and between Markel Properties, LLC, as Lessor, and CMX, Inc. as Lessee, covering land situated in Rice County, Kansas.

Township 20 South, Range 7 West Section 32: NW/4 & N/2NE/4

RIDER

1. It is understood and agreed that Lessee or its assigns shall not commence any surface operations on the above described property without written consent from Lessor or its heirs or assigns.

Signed for Identification: Markel Properties, LLC

Edward A. Markel, President

State of Kansas, ss. County of Rice

This instrument was filed for record on the 25 day of October, 1955, at 8:15 o'clock A.M., and duly recorded in book 1h0 Misc Page h15 of the records of said office.

Laura Sangster, Register of Deeds

Form N632

PIPE LINE RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF One (\$1.00) DCLLARS, cash to us/me in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty Cents (0.50¢) per red, for each rod of pipe line laid thereon, to be paid if andwhen construction is actually started on premises, survey excepted, I/we Ralph Barker and Loretta Barker Covina, California. hereinafter called Grantors, do hereby grant and convey unto Skelly Cil Company, a corporation, hereinafter called Grantee, its successors or assigns, the right of way to construct, maintain, use, repair, operate, patrol, protect, change the size of and renewing and removing in whole or in part, a pipe line or lines for the transportation of oil and/or gas, and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters and appurtenances as may be necessary or convenient to the operation of the said line, upon and across the following described land, to-wit:

The Southeast Quarter (SE/h) of Section 32, Township 20 South, Range 7 West, situated in Rice County, Kansas,

with the right of ingress and egress to and from the same.

The Grantors, their heirs and assigns, shall have the right to use and enjoy said premises, except for the purpose hereinabove granted to Grantee, and Grantee shall pay all damages which may be caused by it to crops, timber, fences or buildings of Grantors, or their tenants, in exercising any of the rights herein granted.

It is further agreed that the said Grantee, is successors or assigns, may at any time lay an additional pipe line or lines, along side of the said first line, upon the payment of the same consideration per linear rod as paid for this right of way, with the same rights and subject to the same conditions; and the said Grantee shall also have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.

All pipe laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

TO HAVE AND TO HOLD the said easements, rights, and rights of way unto the said Grantee, its successors and assigns.

This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals this the Fifth day of April, 1955.

- X Raiph Barker RAIPH BARKER
- K Loretta Barker LORETTA BARKER

STATE OF California

ss.

COUNTY OF Los Angeles

BE IT REMEMBERED, That on this 5th day of April A. D. 1955, before me, a Notary Public in and for said County and State, came Ralph Barker and Loretta Barker __ who are personally known to me to be the same persons who executed the within and foregoing instrument of writing, and as 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.

I. Akea Notary Public

My Commission expires: May 26, 1956

SEAL

ノ

STATE OF KANSAS, COUNTY OF RICE

This instrument was filed for record on the 5 day of September A. D. 1953 at 8:15 o'clock A. M., and duly recorded in book 133 Misc. on page 433

Laura Sangster, Register of Deeds.

CATHODIC UNIT PERMIT

For and in consideration of the sum of Twenty Five and no/100 Dollars, cash in hand truly paid, the receipt of which is hereby acknowledged, the undersigned does hereby grant and convey to SOCONY-VACUUM OIL COMPANY, INCORPORATED, its successors or assigns, the right to install, maintain, operate and remove poles, towers and ground bed in connection with a Cathodic Unit, as an appurtenance to its pipe line across the following described property, Rice County, Kansas.

The Southeast quarter (SE^{l_2}) of Section 32, Township 20 South, Range ? West with the right of ingress and egress to and from same.

The said grantors, their heirs and assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to said grantes, its successors or assigns, who hereby agree to pay any damage that may arise to crops, fences, stock, buildings and land from the building, maintaining, operating and removing of Cathodic Unit. Said grantes, its success or assigns, shall have the right to change, alter, replace the gound bed in connection with the Unit; the damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by said grantes, its successors or assigns, and the third by the two appointed aforesaid, and the award of such persons or any two of them shall be final and conclusive.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of September, 1953.

Ralph Barker (SEAL)

Loretta A. Barker (SEAL)

STATE OF Kanses)
COUNTY OF Sedgwick)

Be it remembered, that on this 1st day of Sept., 1953, before me, the subscribed, a Notary Public in and for said County and State, personally came the within named Ralph Barker & Loretta A. Barker, his wife, personally known to me, and to me known to be the persons named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

In testimony whereby, I have hereunto set my hand and seal the day and year last above written.

Mildred A. Fissel

My Commission Expires May 31, 1954

SEAL

Notary Public

NOTICE OF EXTENSION OF LEASE

(For Recording)

STATE: Kansas

COUNTY: Rice

On March 24, 2011, Margaret A. Scheufler and Lee A. Scheufler, her husband., as Lessor, whose address is 1810 22nd Road, Sterling, KS 67579 granted to CMX, Inc., as Lessee an oil and gas lease (the "Lease") in those lands described in Exhibit "A" The Lease is recorded in Book 150, page 193 of the Register of Deeds Records of Rice County, Kansas.

The primary term stated in the Lease is for 2 (two) years from March 24, 2011. On February 18, 2013 the amount accepted by the Lessor was tendered to the Lessor for the purposes of extending the primary term of the Lease until March 24, 2015.

This Notice is placed of record for purposes of evidencing that the primary term of the Lease has been extended to March 24, 2015.

> Douglas H. McGinness II President, CMX, Inc.- Lessee

STATE OF: Kansas

SS:

COUNTY OF: Sedgwick }

ma L Mais

Before me the undersigned, a Notary Public, within and for the said County and State, on this day of February 18, 2013, personally appeared, Douglas H. McGinness II, President of CMX, Inc., personally known to me to be the same person who executed the within and foregoing instrument of writing and they duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 3/4/2016 DONNA L. MAY-MURRAY

Notary Public - State of Kansas y Appt. Expires

Exhibit "A"

Township 20 South, Range 7 West Section 32: SE/4 Rice County, Kansas

> Document #: 201300611 STATE OF KANSAS COUNTY OF RICE

This Instrument was filed on: 2/20/2013 At: 8:00:00 AM and duly recorded in

Book; Oil & Gas 156 Page; 880 Fees. \$8

Klimanthurt Rice Co., Register of Deeds

090880

STATE OF KANSAS воги то йтилоо

This instrument was filed for record on the 18 day of September, A.D. 1935, at 1 o'clock P.M. and duly recorded in book 51 Misc. onpage 558

elen Stahl, Register of Deeds.

#104

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF One and 00/100 DOLLARS cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty cents per rod, which sum is understood to include construction, crop, and land da mage, for each rod of pipe line laid thereon, to be paid when construct ion is actually started on premises, survey excepted, I Augusta L. Lamberson do hereby grant to WHITE EAGLE OIL CORFORMION its successors or assigns, the right of way to lay, maintain, alter, repair, inspect, operate and remove pipe lines for the transportation of oil and/or gas, and products or by products thereof; water and other substances, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of the said lines, on, over, or through certain lands situated in Pice County, Kansas, described as follows:

South East Quarter Section 32 Township 20 Range 7 West.

me. The said grantor, heirs and assigns hereby agree that no building with ingress and egrees to and from s or buildings shall be erected on or; er the said ripe lines libut are otherwise to fully use and enjoy said premises except for the purposes hereinbefore granted to said grantee, who hereby agrees to pay any damage which may arise to crops, fences, stock, and land from the maintaining, operating, and removing of soid line age if not mutually agreed upon, to be ascertained and determined by three disinterested persons one thereof to be appointed by the said grantor, heirs or assigns, one loy the said grantee, successors or assigns, and the third by the two appointed aforesaid, and the award of three such persons shall be final and conclusive. Said company, its successors and assigns, to have the right to change the size of its pipes the damage, if any, in making such change to be paid by the said WHITE EAGLE OIL CORPORATION' its successors or assigns.

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

This agreement is binding on the heire, representatives, successors and assigns of the respective partie thereto:

reto have set their hands and seals this 11th day of December, 1933. in WITNESS WHEREOF, The parties he

Augusta L. Lamberson (SEAL) (SEAL)

State of California, County of Los Angeles, SS

t remembered, That on this lith day of December, 1933, before me, the subscriber, a Notary Public in said County and State, personally came the within named Augusta L. Lamberson to me known to be the person named in, and who executed the within instrument; and to me they each acknowledged the execution of the same: 1

setmy hand and seal the day and year last above written. In testimony whereof, I have hereunto Mary R. Forbes My commission expires Apr. 20, 1934.

n Notary Public.

SEAL

RICE COUNTY, KANSAS

and between Kenneth D. Knapp and Fileen P. Kn	ann hie wife
parties of the first part, and Mary Bolton.	Howard Hodgson and Charles Gilmore
the duly elected and qualified Board of County parties of second part.	Commissioners of Rice County, Kansas,
WHEREAS, the parties of the second part i Southeast Quarter (1) of Section 32, Township Kansas.	ntend to improve the channel in the 20 South, Range 7 West, Rice County,
this purpose. The easement desired is describe five feet (55') North and Eight Hundred and Two of the Southeast Corner of Section Thirty Two Seven (7) West, Rice County, Kansas and running West and parallel with the South line of said thence South Twenty feet (20'); thence East and Section One Hundred Fifty feet (150') to the purpose the Eight Thousandths (0.068) of an Acre more or 1	(32), Township Twenty (20) South, Range of thence North Twenty feet (201); thence Section One Hundred Fifty feet (1501); and parallel with the South line of said clace of beginning and containing Sixty
•	# 324
	STATE OF KANSAS COUNTY OF RICE This instrument was filed for record on the 31 day of December A.D. 19 91 at 10:20 o'clock a M. and duty recorded in book Mise. 176 page 214
•	Dladen Much
	Register of Deeds Fee \$6.00
NOW THEREFORE, the parties of the fir their heirs, administrators, execution to the parties of the second part, the above allows the parties of the second part is completed. IN CONSIDERATION THEREOF, the parties of parties of the first part Forty-eight Dollars for the 0.068 of easement.	tors, or assigns do lease described tract of land and the use of said tract until construction the second part agree to pay to the
	,
· 2 -12	
Kenneth D. Knapp	X Eileen P. Knap
Party of the first part	Party of the first part
	BOARD OF RICE COUNTY COMMISSIONERS
	Harvard Hodren
ATTEST	0000/800
Joan Navron Co Clerk	Parties of the second part.
Tennessee STATE OF KANSAE, CHURKKH	·
BE IT REMEMBERED, that on this 23RD before me, the undersigned, a Notary in and for came Kenneth D. Knapp & Eileen P. Knapp who kex (are) personally known to me to be the within instrument of writing, and such personal thereof.	r the County and State aforesaid husband and wife same persons who executed the
IN TESTIMONY WHEREOF, I have hereunto set day and year last above written.	my hand and affixed my seal, this
0001	1111291111
00214	hardulation

RIGHT OF WAI AGREEMENT Rice County, Kansas,

	THIS AGREEMENT, made this 25th between Kenneth D. Knapp and Eileen P. Knapp,	day of September 1991, by and
	parties of the first part and Mary Bolton, Howa	ard Hodgson and Charles Cilmon
	of County Commissioners of Rice County, Kansas,	
	THE TOTAL STAR OF THE SOUTHEAST MARTAR IN AT	rt intend to improve the public road through Section Thirty Two (32), Township Twenty (20) s, and desire to secure additional right-of-way
	Section Thirty Two (32), Township Twenty (20) S and running thence in a Northwesterly direction Fifty Five feet (55') North and Six Hundred and Southeast Corner of said Section; thence West a Three Hundred Fifty feet (350'); thence in a So (350') more or less to a point Forty feet (40') Five Hundredths feet (1300.25') West of the Sou westerly direction One Hundred feet (100') more One Thousand Four Hundred and Twenty Five Hundred Corner of said Section; thence-East and paralle	as follows: Commencing at a point Thirty feet (3C hs feet (400.25') West of the Southeast Corner of touth, Range Seven (7) West, Rice County, Kansas Two Hundred feet (200') more or less to a point Twenty Five Hundredths feet (600.25') West of the nd parallel with the South line of said Section buthwesterly direction Three Hundred Fifty feet. North and One Thousand Three Hundred and Twenty theast Corner of said Section; thence in a South-or less to a point Thirty feet (30') North and tedths feet (100.25') West of the Southeast with the South line of said Section One Thousan aining Four Hundred Ten Thousandths (0.410) of an
	THEREFORE, the parties of the first p heirs, administrators, executors, or assigns part the above described tract of land and allo of said tract so long as the same is used for r	do the second parties of the second of the use of the second part the use of the second part the use
	parties of the first part Two Hundred Ei	es of the second part agree to pay to the ghty-seven and no/100 (\$287.00)
	for the Four Hundred Ten Thousandths (0,410)	
	more or less of additional right of way.	acres
	Termed S. Trage	
•	Kenneth D. Knapp	Eileen P. Knapp
	A20.6	
	#325 STATE OF KANSAS } COUNTY OF RICE	Fart jes of the first part,
	This instrument was filed for record on the 31 day of December A.D. 19 91 at 10:20 o'clock	Board of Rice County Commissioners
	a M. and duly recorded in book Misc 176 page 215	may Bolton
	Register of Deeds	Haward Hadren
	Joan Novem. Co. Clark	Clarle Silvere
		Farties of the second part.
	State of Tennessee	X, 84.
Original Compared with a coor	BE IT REMEMBERED, that on this before me, the undersigned, a notary public aforesaid, came Kenneth D. Knapp and E who is personally known to me to be the same per of writing, and such persons duly acknowledged IN TESTIMONI WHEREOF, I have hereunto seal, the day and year last above written.	in and for the County and State ileen P. Knapp hushand and wife reons who executed the within instrument the execution of the same. set my hand and affixed my norarial
•	Hy Commission expires 87-34-95	Douglas A. Grindstaff, Not. Pub.

THE STATE



OF KANSAS

STATE BOARD OF AGRICULTURE Sam Brownback, Secretary

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

PERMIT NO. SRC-0029

K.S.A. 82a-301 et seq.

The Chief Engineer of the Division of Water Resources, Kansas State Board of Agriculture, by virtue of the powers and duties imposed by K.S.A. 82a-301 to 305a, hereby issues this permit to Rice County, Mr. Charles Gilmore, Chairman, Board of County Commissioners, R.R. 3, Box 32, Lyons, Kansas 67554, giving his consent to shape the channel in the vicinity of the new bridge and to construct a 39 '-3 @ 52'-39' continuous reinforced concrete haunched slab spans bridge in, along, and across Cow Creek at a location in the SW ¼ of the SE ¼ of the SE ¼ of Section 32, Township 20 South, Range 7 West, and in the NE ¼ of the NW ¼ of the NE ¼ of Section 5, Township 21 South, Range 7 West, Rice County, Kansas (KDOT Proj. No. 80 C-2935-01).

All work authorized by this permit shall be performed in accordance with the maps, plans, profiles and specifications filed with the application, and approved by the Chief Engineer and in accordance with plans for any changes or modifications subsequently approved by the Chief Engineer subject to the provisions of the aforementioned statutes, their regulations and the attached permit conditions.

Witness my hand this 28th day of May, 1992.
DAVID L. POPE Chief Engineer Division of Water Resources Kansas State Board of Agriculture State of Kansas County of Shawnee
The foregoing instrument was acknowledged before me this 28th day of May, 19 92 by George A. Austin as authorized agent of David L. Pope, Chief
Engineer, Division of Water Resources, Kansas State Board of Agriculture.
MELISSA R. MILLICK Notary Public Notary Public Notary Public Notary Public

RECORD THIS PERMIT WITH THE REGISTER OF DEEDS OF THE COUNTY WHEREIN THE WORK IS LOCATED

DWR 2-200.0 (Rev. 5/92)

. 2390

STATE OF KANSAS
COUTTY OF ROS
Thus out was filed for records
on the 18 day of February
A.D. 1994 at 3:00 o'clock
P. M. and duly recorded in book
Misc 178 page 390

Register of Deeds

Permit No. SRC-0029 Page 2

PERMIT CONDITIONS

- 1. This permit grants no water rights nor other property rights, nor does it authorize any injury to private property, invasion of private rights nor impairment of senior water rights, nor does it exempt you from obtaining consent from appropriate federal, state or local government.
- 2. The work shall at all times be subject to supervision and inspection by representatives of the Division of Water Resources.
- 3. No changes in the work, maps, plans, profiles and specifications as approved shall be made except with the written consent of the Chief Engineer.
- 4. Any work authorized by this permit will be maintained in a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
- 5. The clearing of trees, brush, drift and other debris in order to maintain the work substantially in accordance with the approved plans is hereby authorized, except that the removal of plantings made specifically for habitat or environmental mitigation is not authorized by this permit.
- 6. Any excess material deposited in the stream channel incident to the construction and maintenance of the project authorized by this permit shall be removed and the channel restored to a condition satisfactory to the Chief Engineer and substantially in accordance with the approved plans.
- 7. All areas disturbed by construction and all other exposed soil areas shall be seeded and maintained with a mixture of grass or other vegetation appropriate to the soils, climate and project in order to minimize erosion and protect the project integrity.
- 8. If the work is not completed on or before the 1st day of July, 1994, this permit, if not specifically extended, shall cease and be null and void. If, upon the expiration or revocation of this permit, the work has not been completed, the permittee shall, at his own expense and to such extent and in such time and manner as the Chief Engineer may require, remove all or any portion of the uncompleted work and restore the watercourse to a satisfactory condition. No claim shall be made against the State of Kansas on account of any such removal or alteration.
- 9. Within thirty (30) days after the completion of the work authorized by this permit, the permittee shall file with the Division a statement that the work has been completed in accordance with this permit and the approved maps, plans, profiles and specifications.
- 10. The Chief Engineer reserves the right to require such changes in the maps, plans, profiles, specifications and conditions as may be considered necessary. The Chief Engineer further reserves the right to modify, suspend or revoke this permit at any time should the permittee fail to comply with any of the conditions of this permit or regulations of the Division without sufficient cause or should such action be deemed necessary in the interest of public safety and welfare.
- 11. The construction of temporary crossings and/or causeways within the project limits of the approved plans is hereby authorized; provided that the temporary obstruction is removed in its entirety and the channel restored to the cross-section proposed in the approved plans. Sufficient hydraulic capacity shall be provided to bypass normal flows to satisfy water right and other public interest needs.
- 12. The clearing of riparian timber and vegetation shall be restricted to the minimum required to accomplish the work and not interfere with the beneficial use of the project.

FEB 1 8 1994

pp -- 0391

CARLED AS PRINTS

This instrument was filed for record on the 4 day of Moh. A. D. 1942, at 3:15 o'clock P. M., and duly Ruby Banister, Register of Deeds. d in book 89 Miss, on page 418.

GASE VALVE PERMIT

For and in consideration of the aum of \$12.50 Dollars, in hand poid, receipt of which is hereby acknowledged, Salph Barker, Administrator of Augusta Lamberson Estate, hereby grants to the SOCONY-VACUUM OIL COMPANY, INCORPORATED, its successors and assigns, the right to install, operate, maintain and remove gate valves and gate boxes in consection with the operation of its pipe lines on, over or through certain lands situated in Southeast Quarter Section 32, Township 20 S,

Bange 7 W, County Bice, State Eansas,

Any damage to land or crops which may be caused by the operation and maintenance of gate valves or gate boxes to be paid for at the time such damages occur.

Vitness my hand this 20th day of February, 1942.

Vitnesu:

(SEAL) Ralph Barker Admr. of Augusta Lamberson Est, SEAL (SEAL)

STATE OF CALIFORNIA

BE IT REMEMBERED. That on this 20th day of February, 1942, before me, the subscriber, a Notary Public in COUNTY OF LOS ANGELES and for each County and State, personally came the within named Relph Barker, Adm. of Angusta Lamberson Estate, to se known to be the person named in, and who executed the within instrument; and to me he each acknowledged the execution of the same.

IN TESTINOW! WHEREBY, I have hereunto set my hand and seal the day and year last above written. Jo. R. Paden

My commission expires, 19...

My commission expires on January 14th, 1945.

Notary Public.

Jo. R. Paden Wotary Public in and for the County of Los Angeles, State of Calif.

(Form 4725-4-41)

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J. P. Beardon

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OIL AND GAS LEASE

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17. Lessor and Lesson expressly	agree, notwithstanding any o	other provisions of this lease, t	hard during any period, whether before or after the primary to acreege including this teese shell be perpetuated by paying a cil and/or gas is being produced within the meening of the k	2004 OX SUPER-ID LOAGHOURS SUP DIGUESTON
16. This lease and all its terms, or	nditions, and expulsions shall		elf successors of said Lessor and Lessoe.	
IN WITNESS WHEREOF, we s	go the day and year first ab	oove written. See Rider	attached hereto and made a part hereof.	
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by <u>Margaret A. S</u>		edged before r	me this <u>24th</u> day of <u>March, 2011,</u>	
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Attached to and made a part of that certain oil and gas lease dated March 24, 2011 by and between Margaret A. Scheufler and Lee A. Scheufler, her husband, as Lessor, and CMX, Inc. as Lessee, covering land situated in Rice County, Kansas.

Township 20 South, Range 7 West Section 32; SE/4

RIDER

1. It is understood and agreed that Lessee or its assigns shall not commence any surface operations on the above described property without written consent from Lessor or its heirs or assigns.

Signed for Identification:

X: Wargaret A. Scheufler X: See a Scheufler

Lee A. Scheufler

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STATE OF HAMSAS, COUNTY OF RICE, ss.
This instrument was filed for record on the 2 day of January A.D. 1957 at 8:15 A M., and duly recorded in book O.E.G.7 at page 215

Source Same at Register of Deeds

SALT WATER DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 29th day of October, 1956, by and between RALPH BARKER and have the BARKER, his wife, hereinafter referred to as Lessors, and H. C. BENNETT and C. E. GOULD, and FRANCIS M. RAYMOND as Parties of the Second Part. Francis M. Raymond, one of the parties of the second part to be the Operator.

WITNESSETH, THAT,

WHEREAS, Lessors are the owners of the following described land in Rice County, Kansas.

The Southeast Quarter (SE/4) of Section 32 Township 20 Range 7 West and containing 160 acres more or less,

which said property is subject to an oil and gas lease now owned by H. C. Bennett and C. E. Gould, and which property has been developed for oil production. H. C. Bennett and C. E. Gould drilled a well which did not result in commercial production of oil or gas or either of them at a location described as NE NE SE 32-20-7W, Rice County, Kansas and now desires to utilize said well as water input or disposal well, with Francis M. Raymond acting as operator of said disposal well.

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) cash in hand paid to Lessors, the receipt of which is hereby acknowledged, Lessors do hereby grant to Parties of the Second Part for the benefit of all parties concerned, whether such salt and other mineralized waters are produced from leases operated by Parties of the Second Part in this area or from leases in this area operated by other parties, the right to utilize said well as water input or disposal well and incidental purposes. Lessors further grant Parties of the Second Part an easement and right of way across the above described premises for the purpose of erecting, laying, relaying, repairing, maintaining and operating thereon the necessary pipes, connections, structures and installations as may be required or convenient for the transportation of salt water and other like fluids to said input well and for the operation maintenance, cleaning, redrilling and repairing thereof as a disposal well with full rights of ingress and egress at all times.

In addition to the consideration of \$5.00 paid for this grant, Operator agrees to pay Lessors the sum of \$5000 (Fifty Dollars) annually in advance for each tank battery from which water is transported to disposal well at the above described location, and exclusive of any tank battery or batteries on the SE/4 of 32-20-7W. Operator, however, agrees to pay Lessors the sum of \$50.00 annually in advance during the period of time that said premises are utilized for disposal purposes as here in provided, said payment to be due and payable when such disposal has been commenced and annually thereafter, said sum being due on the anniversary date of the commencement of such use. Operator agrees to notify Lessors when any new connection is made.

Operator further agrees that Lessors shall be paid the sum of fifty cents (50¢) per rod as consideration for right-of-way for lines of any and all operators, with the exception of the use of H. C. Bennett and C. E. Gould

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from wells producing on the SE/4 of 32-20-7W, crossing the above described premises and in addition thereto, Lessors shall be entitled to receive any damages which may occur by reason of the operation, maintenance and laying and removing of lines in connection with the rights herein granted.

It is further agreed that Operator shall have the right to remove any of his property placed in or on said premises, provided that he is not delinquent in the payment of any sums due Lessors according to the provisions hereof.

This lease shall continue for a period so long as production of oil is being had from the above described premises or from any leases from which salt water is being transported to the above described premises. It is expressly agreed that Operator may terminate this lease and easement at any time by removing all of his property situated thereon and cleaning up and restoring the premises as near as possible to their original condition, provided, that the rentals accruing up to the time of such terminateion have been duly paid; it being understood that Lessors shall not be obliged to return any portion of the unused rental. In event of such termination, Operator shall notify Lessors thirty days in advance thereof.

Operator further agrees that in his use of said premises he shall utilize a tract not in excess of one (1) acre to be designated by Operator at the time such use is commenced, and such tract is to be fenced by Operator and the fences maintained by Operator at his cost, and Operator further agrees to keep any and all lines below plow depth.

It is further agreed that with reference to the payment of the rentals hereinabove provided for, that in the event Operator fails to pay any rental provided for herein due to oversight or neglect, this lease shall not be terminated until Lessors shall have given Operator notice of such failure to pay and Operator shall have a period of thirty days from receipt of such notice within which to pay any such rental and thereby continue this lease and easement in

All of the terms and provisions hereof shall be available to and binding upon the respective heirs, executors, administrators and assigns of the partie hereto, and the rights herein granted shall accrue to the successors in interest of Parties of the Second Part who may be selected by the owners of the oil and gas leasehold estate covering the lands hereinbefore described or, at their election, to such owners.

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

"LESSORS

"PARTIES OF THE SECOND PART"

STATE OF KANSAS)
> SS:
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of October, 1956, personally appeared Francis M. Raymond to me personally 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.

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

0 110 6

Mary Ellen Cummins Notary Public

My commission expires July 8, 1957

STATE OF KANSAS)
> SS:
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of October, 1956, personally appeared H. C. Bennett and C. E. Gould to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

) SS:

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My commission expires May 11, 1957

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STATE OF CALIFORNIA
COUNTY OF ZOS BNGELES

Before me, the undersigned, a Notary Public, within and for said County and State, on this 3/ day of Octable . 1956, personally appeared Ralph Barker and CORETTA Barker, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires

Celachary P. Notary Public

Public

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AGREEMENT DATED AS OF July 15, 1999
BY AND BETWEEN THE UNDERSIGNED PLAINTIFFS
and THEIR SPOUSES; and GENERAL HOST CORPORATION,
a New York corporation, now known as FNC Holdings Inc.,
AMS INDUSTRIES, INC., a Delaware corporation
(formerly Cudahy Company) ("AMS"), and AMS SALT
INDUSTRIES, INC., a Delaware corporation
(formerly American Salt Company) ("AMS SALT")
(collectively "DEFENDANTS")

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WHEREAS, PLAINTIFFS are the owners and/or lessees of certain parcels of real property located in Rice County, Kansas, which parcels overlay portions of the Cow Creek Valley Aquifer (the "Aquifer"), and are or were plaintiffs in the actions brought in the United States District Court for the District of Kansas, entitled <u>Ted and Debra Scheufler</u>, et al. v. General Host Corporation, Civil Action No. 91-1053-T; and <u>Harvey and Marilyn Willhaus</u>, et al. v. General Host Corporation, Civil Action No. 97-1445-JTM ("Willhaus action");

WHEREAS, GENERAL HOST and/or its predecessors operated a facility engaged in the mining and manufacture of salt, located in the vicinity of Lyons, Kansas (the "Lyons Facility"), from about 1908 until February 1988;

WHEREAS, the District Court in the Scheufler action awarded damages to some of PLAINTIFFS for injuries relating to pollution of the Aquifer, in the amounts of \$480,000 in actual damages and \$550,000 in punitive damages, which awards were affirmed by the United States Court of Appeals for the Tenth Circuit (the Tenth Circuit's decision being published at 126 F.3d 1261);

WHEREAS, GENERAL HOST satisfied the judgment in the <u>Scheufler</u> action on June 5, 1998;

STATE OF KANSAS #2970 SS
COUNTY OF RICE #2970 SS
This instrument was filed for record on the 18 day of OCTOBER
AD. 19 99 at 10:35 o'clock
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Register of Deeds
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WHEREAS, pursuant to an Asset Purchase and Sale Agreement dated as of January 30, 1988, a copy of which has been provided to Turner & Boisseau, Chartered, attorneys for PLAINTIFFS ("Turner & Boisseau"), GENERAL HOST, AMS and AMS SALT sold to American Salt Acquisition Company, which subsequently changed its corporate name to American Salt Company ("NEW AMERICAN SALT"), various assets, properties, operations and businesses of AMS SALT, including, but not limited to, the Lyons Facility, which sale was consummated on February 23, 1988;

WHEREAS, GENERAL HOST, AMS and AMS SALT have neither owned nor operated the Lyons Facility since February 23, 1988;

WHEREAS, PLAINTIFFS have no intention of releasing NEW AMERICAN SALT and/or IMC SALT CO. from any pollution caused by their actions from February 23, 1988, forward;

WHEREAS, in connection with earlier litigation entitled <u>Cecil W. Miller</u>, et al. v. <u>Cudahy Company</u>, et al., Civil Action No. 77-1212, several Monitor Wells (the "Monitor Wells") were installed and operated on certain parcels of PLAINTIFFS' real property;

WHEREAS, DEFENDANTS have denied that they were liable for damages in the pending Willhaus action;

WHEREAS, PLAINTIFFS believe that, under the findings of fact and conclusions of law in the <u>Scheufler</u> action, they are entitled to sue <u>DEFENDANTS</u> for alleged sequential injuries resulting from the pollution of the Aquifer for a prolonged and indefinite period into the future; and,

WHEREAS, PLAINTIFFS and DEFENDANTS are desirous of fully and finally settling and disposing at this time of all claims, past, present and future, by PLAINTIFFS, their heirs, successors, assigns and successors-in-interest of real property owned by PLAINTIFFS (as such

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property is defined in Paragraph 5 below), against DEFENDANTS and their respective predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents:

WHEREAS, the parties have entered into an Agreement dated July 15, 1999 (the "Settlement Agreement"), to effect such settlement and disposition, and this Agreement is being executed and delivered pursuant thereto.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Each PLAINTIFF hereby represents and warrants to DEFENDANTS that all real property owned by them and involved in this litigation is included in Attachment "A" hereto. As used herein, the words "owned", "own", "owns" or "ownership" shall mean any and all types of legal, equitable or beneficial interest in real property, including but not limited to any interest in, arising from or out of, or in any way relating to a lease or other contractual relationship.
- 2. PLAINTIFFS, their spouses, heirs, successors and assigns, both known and unknown, both individually and collectively (the "Releasors"), with the belief that pollution previously introduced into the Aquifer up until February 23, 1988 will cause damages for a prolonged and indefinite period into the future, do hereby forever release and discharge DEFENDANTS, their predecessors, heirs, successors, assigns, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, both known and unknown, both individually and collectively (the "Settlors") (but Releasors do not so discharge and release NEW AMERICAN SALT or IMC SALT), of and from any and all past, present and future claims, demands, obligations, costs, expenses, attorneys' fees, liabilities, damages, punitive or exemplary damages, actions, causes of

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action, or suits at law or in equity, of whatever kind or nature, both known and unknown, based upon, arising from or out of or in any way relating to:

- (a) pollution of ground or surface water caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (b) Releasor's inability, if any, to use their groundwater for any purpose, such inability being caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (c) any and all injuries to real property set forth in Attachment "A" hereto, resulting from pollution caused by, arising from or out of, or in any way relating to the Lyons Facility or any actions or omissions of Settlors relating to the Lyons Facility; and/or
- (d) any and all injuries relating to the installation or past operation of the Monitor Wells(collectively, the "Released Claims").
- 3. Releasors shall not institute or prosecute in any forum within the State of Kansas or in any other jurisdiction any action or proceeding against Settlors based upon, arising from or out of, or in any way relating to the Released Claims concerning the real property set forth in Attachment "A" hereto. Nothing stated herein shall in any way bar or prevent Releasors from instituting or prosecuting any action or proceeding against anyone other than Settlors regarding NEW AMERICAN SALT'S and/or IMC SALT'S obligations with the Kansas Department of Health and Environment with respect to remediation of the Aquifer. As used herein, the words "action" or "proceeding" shall include, but are not limited to, any litigation, arbitration, mediation or administrative proceeding.

- Releasors shall not sue NEW AMERICAN SALT or any other persons (collectively, including NEW AMERICAN SALT, called "Other Persons") for any damage included in the Released Claims concerning the real property set forth in Attachment "A" hereto and caused by DEFENDANTS, because DEFENDANTS have made full payment pursuant to this Agreement for such damage. If Releasors bring any action or proceeding against Other Persons for claimed damages to the real property set forth in Attachment "A" hereto, Releasors shall not seek or accept payment for damages included in the Released Claims and caused by DEFENDANTS. Releasors shall use their best efforts to have the court divide any damages between the amount caused by DEFENDANTS and the amount caused by Other Persons; and Releasors shall limit their recovery to the amount caused by Other Persons. If the court does not divide the damages, Releasors shall reduce the amount of any judgment they obtain by the same amount that the Other Persons are found, in any proceeding, to be entitled to recover from DEFENDANTS or other Settlors so as to prevent any possibility that DEFENDANTS or other Settlors would be compelled to pay twice for the same damage. To that same end, if Releasors make any settlement relating to Released Claims concerning the real property set forth in Attachment "A" hereto with any Other Persons, Releasors must include in such a settlement a release from such Other Persons, running to DEFENDANTS and all other Settlors, of all claims for any amounts paid by such Other Persons in connection with such a settlement.
- 5. Releasors shall allow Settlors (and, at Settlors' discretion, NEW AMERICAN SALT and future owners of the Lyons Facility) access to the Monitor Wells presently located on real property set forth or deemed included on Attachment "A" hereto, for purposes of testing, maintenance or repair of the Monitor Wells, or any other related purpose; provided, however, that

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9. In the event that, subsequent to the date of this Agreement, anyone other than Releasors purchases or acquires any ownership interest in real property set forth or deemed included on Attachment "A" hereto, such successors in interest to real property shall be and are hereby fully

this Paragraph 9 shall not release any person from any liability for crop damage resulting from the exercise after the closing hereof of such allowance of access. In addition, Releasors shall allow Settlors reasonable access to the real property set forth or deemed included on Attachment "A" hereto for such studies or operations as are determined by the Kansas Department of Health and Environment to be necessary for the cleanup of the Aquifer.

- 6. This Agreement is not and shall not constitute evidence, an admission or an adjudication of any of the claims or allegations set forth in the pleadings filed in the <u>Willhaus</u> action, or of any wrongdoing or misconduct on the part of PLAINTIFFS or DEFENDANTS, and shall not be used or offered by any party for any purpose inconsistent with the terms and conditions of this Agreement.
- 7. This Agreement shall bind Releasors and Settlors and shall be an easement in perpetuity in favor of Settlors and a covenant running with the land respecting Releasors' real property (or interest therein), as such real property is set forth or deemed included on Attachment "A" hereto, and shall be publicly recorded pursuant to the Settlement Agreement.
- 8. With respect to their real property set forth or deemed included on Attachment "A" hereto, each Releasor shall have an affirmative duty and hereby agrees to disclose the terms and conditions of this Agreement to:
 - (a) any and all current or future tenants of such property which such Releasor currently owns, whose lease or tenancy shall be subject to the terms and conditions of this Agreement; and
 - (b) any and all persons who hereafter purchase or acquire from such Releasor any interest in such property.

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15. All notices or other communications called for in connection with this Agreement shall be validly given or made in writing and delivered either personally or by certified mail, return receipt requested, as follows:



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- 9. In the event that, subsequent to the date of this Agreement, anyone other than Releasors purchases or acquires any ownership interest in real property set forth or deemed included on Attachment "A" hereto, such successors in interest to real property shall be and are hereby fully bound by the provisions of this Agreement, but, with respect to the Released Claims in Paragraph 2 hereof, such successors in interest shall be bound only by the third and fourth Released Claims as set forth at Paragraphs 2(c) and 2(d) hereof.
- understanding of the parties and shall not be modified except in writing signed by the party against whom enforcement is sought whether or not all parties hereto sign such modification, unless the modification provides that all or some specific number or percentage of parties hereto must sign.

 No representations have been made by any of the parties hereto except those contained herein or in the Settlement Agreement, and none of the parties hereto are relying upon any oral statements made by any other party at the time of or prior to the execution of this Agreement.
- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, but without regard to the choice of law principles thereof.
- 12. The signatories hereto represent that they are authorized to execute this Agreement on behalf of the party whom they purport to represent.
- 13. This Agreement may be executed in counterparts, which shall be construed together as one instrument.
- 14. No party to this Agreement shall assert that this Agreement, or any provision hereof, is invalid, illegal or unenforceable in any respect or for any reason.

15. All notices or other communications called for in connection with this Agreement shall be validly given or made in writing and delivered either personally or by certified mail, return receipt requested, as follows:

To PLAINTIFFS:

TURNER & BOISSEAU, Chartered 825 N. Waco Wichita, Kansas 67203

To DEFENDANTS:

FNC HOLDINGS INC. 1175 West Long Lake Road Troy, Michigan 48098 Attention: Law Department

SHOOK, HARDY & BACON L.L.P. 10801 Mastin, Suite 1000 Overland Park, Kansas 66210

Any of the addresses set forth above may be changed by notice given in accordance with this Paragraph 20.

- 16. This Agreement does not purport to bind any person other than Releasors (as defined in Paragraph 2 above), nor to create a covenant or easement respecting any property or interest in property other than the property and interests set forth or deemed included on Attachment "A" hereto.
- 17. The representations and warranties contained in this Agreement shall survive the closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

date first above written.

PLAINTIFFS:
Kenneth D. Knapp V Eileen P. Knapp
Eileen P. Knapp
Peirce Knapp Farms, Inc., by
Alice Richmond, a single person
Paul Scheufler
Elva Scheufler
Ted Scheufler
Debra Scheufler
Harvey Willhaus
Marilyn Willhaus
Violet Stockharn, a single person
DEFENDANTS:
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. f/k/a General Host Corporation

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ACKNOWLEDGMENT

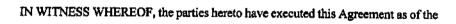
State of <u>Junuscle</u> County of <u>Juliuar</u>)) ss.)
	ng 1999 Agreements were acknowledged before me this 1000 day of
July 1999, by	Konneth D. Knop and Eiken P. Knopp, husband
and wife.	
	Wistal W. Cox
	Notary Public
My Commission Expires:	
4-2-2001	- · · · · ·

date first above written.
PLAINTIFFS:
✓
Kenneth D. Knapp
<u></u>
Eileen P. Knapp
V Kennet S. Knoge
Peirce Knapp Farms, Inc., by PAGSIDENT, KENNETH D. KNAPP.
Alice Richmond, a single person
Paul Scheufler
Elva Scheufler
Ted Scheufler
Debra Scheufler
Harvey Willhaus
Marilyn Wilihaus
Violet Stockham, a single person
DEFENDANTS:
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. f/k/a General Host Corporation

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State of <u>Jenessee</u>) ss. County of <u>Juliuse</u>		
County of Luci VECP)		
The foregoing 1999 A	greements were acknowledged be	fore me thisday of
July 1999, by Ken	noth D. Knapp . Pro	sast, of
Perree Knapp Forms, Inc. 0		
	Westal W.	Ook
	Notary Public	
My Commission Expires:		•
4-2-2001		



date first above written. PLAINTIFFS: Kenneth D. Knapp Eileen P. Knapp Peirce Knapp Farms, Inc., by Paul Scheufler Elva Scheufler Ted Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person **DEFENDANTS**: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.

f/k/a General Host Corporation

State of 100505 County of Podquoick)

The foregoing 1999 Agreements were acknowledged before me this quay of

My Commission Expires:

2-16-2000

date first above written.
PLAINTIFFS:
Kenneth D. Knapp
Eileen P. Knapp
Peirce Knapp Farms, Inc., by
Alice Richmond, a single person
Y Garl Scheufler Paul Scheufler
V Band Schenfler Paul Schenfler V Elva Schenfler Elva Schenfler
Ted Scheufler
Debra Scheufler
Harvey Willhaus
Marilyn Willhaus
Violet Stockham, a single person
DEFENDANTS:
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.

f/k/a General Host Corporation

State of Kanzan County of Rena)) ss.
County of <u>Rena</u>) 55.
The foregoin	g 1999 Agreements were acknowledged before me this day of
July , 1999, by	Paul Schaufter and Eliza Scheufter, husband
and wife.	Notary Public (Sonem)
My Commission Expires:	A STATE OF THE PARTY OF THE PAR

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date first above written.		
PLAINTIFFS:		
Kenneth D. Knapp		
Eileen P. Knapp		
Peirce Knapp Farms, Inc., by		
Alice Richmond, a single person		
Paul Scheufler		
Elva Scheufler		
Ted Scheufler Debra Scheufler		
Harvey Willhaus		
Marilyn Willhaus		
Violet Stockham, a single person		
DEFENDANTS:		
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. f/k/a General Host Corporation		

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State of Mi Zur)		JO:	SEPH SHEL	TON	
County of Marga) ss.)		ZA MA	Public - State of RICOPA COL ton Expires Dec	YTNL	
The foregoi	ng 1999 Agree	ments were	acknowie	dged bef	ore me this	day of
July , 1999, by	Tel She	eufle	and{	Deba	Schenfle	<u>∕</u> , husband
and wife.						
			for		-	
		Notary Pi	ıblic		<u></u>	
My Commission Expires:						
12/11/201						

PLAINTIFFS:
Kenneth D. Knapp
Eileen P. Knapp
Peirce Knapp Farms, Inc., by
Alice Richmond, a single person
Paul Scheufler
Elva Scheufler
Ted Scheufler
Debra-Scheufler
Harvey Willhaus
Harvey hollow Harvey Wilhaus VMUsilyw Wilhaus Marilyn Willhaus
Violet Stockham, a single person
DEFENDANTS:
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. f/k/a General Host Corporation

date first above written.

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State of Kansen)
County of Keny) 33

The foregoing 1999 Agreements were acknowledged before me this 9th day of ______, 1999, by Lawry William and Milly William husband

and wife.

Notzry Public

My Commission Expires:

3-15-2001

MOTARY PUBLIC - State of Kansas BONNIE J. MORRIS My Appl. Exp. 3-75-2001

State of Kansas

County of Reno

The foregoing 1999 Agreements were acknowledged before me this 9^{th} day of July,

1999, by Harvey Willhaus and Marilyn Willhaus, husband and wife.

My Commission Expires: 03-15-2001

MOTARY PUBLIC - State of Kansas BONNIE J. MORRIS My Appl. Exp. 3-15-2001 date first

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Kenneth

Eileen P

Peirce K

Alice Ri

Paul Sch

Elva Scl

Ted Sch

Debra S

Harvey '

Marilyn

Violet S

DEFEN

Larry La Vice Ch FNC Ho f/k/a Gei

date first above written.
PLAINTIFFS:
Kenneth D. Knapp
Eileen P. Knapp
Peirce Knapp Farms, Inc., by
Alice Richmond, a single person
Paul Scheufler
Elva Scheufler
Ted Scheufler
Debra Scheufler
Harvey Willhaus
Marilyn Willhaus
Violet Stockham, a single person
DEFENDANTS:
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. f/k/a General Host Corporation

State of Kansas)	58.
County of Rice)	
The foregoing 19	99 Agreements were acknowledged before me this <u>08</u> day of
	Violet Stockham
A. SUSIE KNIGHT Notary Public - State of Kansas My Appt. Expires 10 -10-01	Susie Knight Notary Public Susie Knight
My Commission Expires:	
<u>Dec. 10, 2001</u>	

Eileen P. Knapp Eileen P. Knapp Peirce Knapp Farms, Inc., by Alice Richmond, a single person Paul Scheufler Elva Scheufler Ted Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc. Elva General Host Corporation	date first above written.		
Eileen P. Knapp Peirce Knapp Farms, Inc., by Alice Richmond, a single person Paul Scheufler Elva Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	PLAINTIFFS:		ST
Eileen P. Knapp Peirce Knapp Farms, Inc., by Alice Richmond, a single person Paul Scheufler Elva Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	the state of the s		CC
Peirce Knapp Farms, Inc., by Alice Richmond, a single person Paul Scheufler Elva Scheufler Ted Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Kenneth D. Knapp		:
Alice Richmond, a single person Paul Scheufler Elva Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTA: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Eileen P. Knapp		Ler
Paul Scheufler Elva Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Peirce Knapp Farms, Inc., by		is. Fix
Elva Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Alice Richmond, a single person		FIV.
Ted Scheufler Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Paul Scheufler		the
Debra Scheufler Harvey Willhaus Marilyn Willhaus Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Elva Scheufler		
Harvey Willhaus Wiolet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Ted Scheufler		M;
Marilyn Willhaus Violet Stockham, a single person DEFENDANTA: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Debra Scheufler		a
Violet Stockham, a single person DEFENDANTS: Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Harvey Willhaus		
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Marilyn Willhaus		
Larry Lakin Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	Violet Stockham, a single person	• •	:.
Vice Chairman and Chief Financial Officer FNC Holdings, Inc.	DEFENDANTS: J		
f/k/a General Host Corporation	Vice Chairman and Chief Financial Officer		
	f/k/a General Host Corporation		0195

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STATE OF M	•	,)	ss.			
	Ωn	this	446	dav	of	August	1999.

On this 44h day of August, 1999, before me appeared Larry T. Lakin, to me personally known, who by me was duly sworn, and acknowledged that he is and CFO of FNC Holdings Included that he executed the foregoing Agreement on behalf of

FNC Holding Inc.

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

CATHY A. NEUNER
Notary Public, Macomib County, Mill
My Commission Expires Dec. 21, 2002

My Commission Expires:

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Ted and De husband an

Paul and E. husband an

Harvey and husband ar

Kenneth ar husband an

Violet Stoc a single per

Peirce Kna

Alice Rich a single per

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ATTACHMENT "A"

PLAINTIFF

Ted and Debra Scheufler, husband and wife

Paul and Elva Scheufler, husband and wife

Harvey and Marilyn Willhaus, husband and wife

Kenneth and Eileen Knapp, husband and wife

Violet Stockham, a single person

Peirce Knapp Farms, Inc.

Alice Richmond, a single person

PROPERTY DESCRIPTION

160 acres in the southwest quarter of Section 28, Township 20 South, Range 7 West.

80 acres in the west half of the southeast quarter of Section 28, Township 20 South, Range 7 West.

132 acres in the northwest quarter of Section 4, Township 21 South, Range 7 West; and 140 acres in the northeast quarter of Section 5, township 21 South, Range 7 West.

160 scres in the southeast quarter of Section 32, Township 20 South, Range 7 West.

72.5 acres in the west half of the southwest quarter of Section 12, Township 20 South, Range 8 West.

80 acres in the south half of the southeast quarter of Section 13, Township 20, Range 8 West.

106.1 acres (combined) in the south half of the southwest quarter of Section 29, Township 20, Range 7 West and in the northeast quarter of the southwest quarter of Section 29, Township 20, Range 7 West