

State of Kansas }  
 Rice County } ss

I Wm Lowrey County Clerk of Rice County Kansas do hereby certify that the within ~~massed~~ and foregoing is a true copy of the report of The Kansas Midland Railway Company's Condemnation Through Rice County Kansas as per report on File in my office

Witness my hand and official seal this 27<sup>th</sup> day of June A.D. 1887



Wm Lowrey  
 County Clerk

### Commissioners Report.

In the matter of the condemnation of the right of way for the Kansas Midland Railway Company from the east line of Rice County Kansas to The North line of said Rice County Kansas.

To all Whom it May Concern:

The undersigned, The Board of County Commissioners of Rice County Kansas, state: First. That we began on the 20<sup>th</sup> day of June A.D. 1887 to lay off a route for right of way, etc. for the Kansas Midland Railway Company through Rice County Kansas from the east line thereof to the north line thereof all as per map and profile on file in the office of the County Clerk of said County, 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 oaths as commissioners, as provided 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 part of this report, as though annexed thereto. Said orders, petition and oath are recorded on pages ~~to~~ in book ~~of~~ of Deed Records in said County. Said order recites 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 20<sup>th</sup> A.D. 1887 meet at the City of Lyons at 11 o'clock A.M., of said day and proceed to lay off said route, etc., as provided in said order, for said company, as per location as shown us and designated on the grounds, and as per map herein before referred to.

Third. We caused said notice to be published in the Lyons Republican a weekly newspaper, printed, published, and in general circulation in said County, for thirty days next immediately prior to the time fixed to meet in said notice, a copy of said notice and proof of its publication being annexed herunto, marked "A" showing compliance with law, and that due and proper notice of our meeting was given; and we met, as designated in said notice, a copy of said notice and organized as a Board of by selecting E.A. Richards as chairman and J. C. Seward as Secretary and at said date, time and place as in said notice set out we met and proceeded to lay off said route, etc., as per said map, commencing at the north line of said county, at the land of William Mulhugg and

And we each personally viewed ~~and~~ each tract of land in schedule "B" hereunto

annexed, and we laid off a route and right of way, depot grounds, etc., through all said tracts, from commencement to end, as shown on schedule "C" from the North line of said County 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 hundred feet wide, except as noted in schedule "C", and assessed the damages to land owners as by law provided, on each and every tract mentioned in schedule "C", as per location by said company on the ground and designated on said map. And we then adjourned to meet at County Clerk's office in Lyons, Kans as at 8 o'clock A.M., on June 21 A.D. 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.

Fourth. 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 7<sup>30</sup> A.M. And now, to-wit: on the 23<sup>rd</sup> 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 such viewing, laying off route and assessing damages, and we state:

Fifth. We laid off the route (not purchased) on all tracts; as by said company desired, and as necessary for said company, one hundred feet wide, except as otherwise noted on said schedule "C", 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 "C".

Sixth. We made appraisement of land, assessment of damages and valuation, to-wit: Damages for land taken; damages to the remaining portion of land not taken, but damaged and injured by the location of said road; damages to crops, buildings, improvements, and all damages otherwise sustained by the location of the railway over such lands. And said appraisement was made on each quarter section, or lot of land <sup>or smaller part of land</sup> over which said railway is located. And we did in our appraisement consider benefits to any land, but excluded the same, the land appropriated out of each tract for said company being designated on said schedule "C" i. e., width of strip and number of acres in such strip, taken from each separate tract, and all said land so taken is necessary for the use and benefit of said company for the safe and proper construction and operation of said railway, and all said land taken is within the limits of said order. And we made appraisement and assessment on each tract taken i. e., on each quarter section or lot of land, and each tract smaller than a quarter section. And a profile and a map are on file in the office of the County Clerk, showing route and proposed road bed, and were on file prior to our viewing said land or assessing damages, and the same being the located route of said company, as surveyed, and as per map on file in the office of the County Clerk in and for Rice County, Kansas.

We further state that prior to any appraisement of land or assessment of damages, the

entire right or right of way for said proposed railway was lawfully conveyed, to

the fact that we might possibly ascertain the quantity of land taken, and necessarily as

taken for said railway purposes, all within the limits bounded by law, and of each quarter

section of land, or the lot or smaller subdivision of land, and we did as aforesaid and have

held the same in connection with each tract of land as before, the part of section, quarter section, or smaller part

of the same of each tract of land, and the quantity of the same, and the quantity

taken from each tract, and value of land taken from each tract, and amount of damages

and damages to each such tract, but damages by reason of such taking, and

amount of each tract, and value of land taken from each tract, and amount of damages

and damages to each such tract, but damages by reason of such taking, and

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Free County, Kansas  
The State of Kansas,  
Free County, } ss

(Exhibit A)

John Howard Commissioner  
J. E. Leonard Commissioner  
The Kansas Midland Railway Company  
Affidavit of Publication  
In the matter of the Kansas Midland Railway Company's condemnation of the right of way through  
Free County, Kansas  
The State of Kansas,  
Free County, } ss

On the 23 day of June A. D. 1887, personally came Clark Conkling, who being duly sworn  
and alleges that he is one of the parties of the Lyons Republican, a weekly newspaper  
published and printed at Lyons in Rice County, Kansas, and of general circulation in  
said County; that the aforesaid notice was printed and published in the aforesaid newspaper  
for five consecutive weeks, and first publication having been made on the 5 day of June  
A. D. 1887

Subscribed and sworn to before me this 23 day of June A. D. 1887  
J. Howard  
Mary Conkling  
Notary Public

Notice of Condemnation.

In the Matter of Condemnation Proceedings by the Kansas Midland Railway Company to condemn the Right of Way for its Railway in Rice County, Kansas.

To whom it may Concern:

Notice is hereby given that the undersigned, County Commissioners of Rice County, Kansas, having been applied to by the Kansas Midland Railway Company, a corporation doing business under the laws of the state of Kansas to assess damages to the owners of lands to be appropriated by said Railway Company for its right of way through Rice County, Kansas, by reason of the construction of the railway of the Kansas Midland Railway Company through said county, will meet on the 20th day of June 1887, at the hour of eleven o'clock a. m. in the city of Lyons, on the line of said railway, where the same intersects the Marion & M'Pherson Railway, in said city of Lyons, in said Rice County, Kansas, and from said point will lay off said Company's line of right of way through said County and assess the damages along the located line of route of said railway from said point through said Rice County, as desired by said Railway Company, and also will lay off land along the line of said railway suitable for depot grounds, sidings and lands for other purposes desired by said company in the construction of said railway, all in the measure provided by law, and that we will continue our proceedings from day to day until the work of assessment and condemnation be completed through said Rice County. Done at Lyons, Kansas, this 25th day of April A.D. 1887

E. A. Richards  
J. C. Seward  
John Howard

County Commissioners of Rice Co., Kas.

County Clerk

Memoranda of Award.

City of Lyons Rice County, Kansas

Alfred Wm Lowrey

Schedule C

Mrs Phoebe Jay;

Right of way along and upon Duwitt Street between blocks 13, 14, 12<sup>nd</sup> & 15 in Mrs Phoebe Jay's 2<sup>nd</sup> addition to the city of Lyons Rice County Kansas, as shown by the recorded Plat 50  
1/2 ft wide Damages \$1.00

W. H. Wolfe

Across tract in section 4 in Township 20 south Range 8 west, bounded on the north by Main Street, on the south by Commercial Street on the west by Sherman Avenue on the one Half section line of section 4, on the east by the property of Conkling and David.

Land Taken 7/10 of an acre. Damages to Land Taken \$140.00

Damages to land not taken and Inrs \$100.00

Total \$240.00

A. W. Spease:

Across tract of land in section 33, in Township 19 south Range 8 west; Bounded on the east by Duwitt Street, on the south by main street, on the west by the Half section line of

section 33, on the North by Walcott's addition to the City of Lyons. 95/100 acres  
of Land Taken. Damages to land taken \$190.00  
Damages to lands not taken, crops etc. 10.00  
Total \$200.00

S. N. Smith:

All of Lots 13, 14, 15 and 16 Block 4 Walcott's addition to the City of Lyons Rice County, Kansas  
as shown by the recorded plat thereof. \$200.00

W W Walcott:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41,  
42, 43 & 44 All of said Lots in Walcott's addition to the City of Lyons, Rice County, Kansas,  
as shown by the recorded plat thereof. Damages to Land taken \$1400.00  
No other Damages.  
Memoranda of Award.

William Mulhagger:

Across the North East quarter of section one in Township 18 south range 9 west. Number of  
Acres Taken 2.71 Damages to Land taken \$87.75  
Damages to Land not Taken \$50.00  
Damages to Crops — No other Damages — Total \$137.75

N. Baum:

Across the north west quarter of Section 6 in Township 18 south of Range 8 west.  
5.44 acres of Land Taken. Damages to Land taken \$136.00  
Damages to Land not Taken \$100.00  
Damages to crops and Improvements \$9.00  
No other damages. Total \$245.00

Shelden Stoddard; and J. W. Starkweather

Across the south west quarter of Section 6, in Township 18, south Range 8 west. 3.20 acres of land  
taken. Damages to Land taken \$80.00  
Damages to land not Taken \$50.00  
Damages to crops and other improvements — No other damages. Total \$130.00

United States:

Across the south east quarter of section 6, in township 18 south range 8 west. 4.99 acres of land  
taken. Damages to land taken \$124.75  
Damages to land not taken \$100.00  
Damages to crops and improvements — No other damages. Total \$224.75

J. P. Skiles:

Across the East one half of the north east quarter of section 7 in Township 18 south  
Range 8 west. 4.04 acres of land taken. Damages to land taken \$101.00  
Damages to land not Taken \$60.00  
Damages to crops and Improvements —  
No other damages. Total \$161.00

R. Buckbee:

Across the north Half of the North West Quarter of Section 8, in township 18, south Range 8 west. 13 acres of land taken. Damages to lands taken \$ 3.25  
 Damages to lands not taken and Damages to Crops etc., and other damages. Total \$ 3.25

J. H. Symson:

Across the South Half of the north west Quarter of Section 8 in township 18, south Range 8 west. 4.01 acres of land taken. Damages to lands taken \$ 100.25  
 Damages to lands not taken \$ 60.00  
 Damages to crops and improvements and No other damages. Total \$ 160.25

W. Skyles: and the M. E. church of Kansas Center:

Across the south west Quarter of Section 8, in township 18, south of Range 8 west. 5.01 acres of land taken.  
 Damages to lands taken \$ 125.25  
 Damages to land not taken \$ 100.00  
 Damages to crops and other improvements and No other damages. Total \$ 225.25

Lum. McFarland:

Across the south east Quarter of section 8, in township 18 south Range 8 west. 3.92 acres of land taken. Damages to land taken \$ 98.00  
 Damages to land not taken 75.00  
 Damage to crops and other improvements and No other damages. Total \$ 173.00

George P. Webb:

Across the north east Quarter of Section 17, in township 18, south range 8 west. 4.61 acres of Alder taken. Damages to lands taken \$ 115.25  
 Damages to lands not taken \$ 100.00  
 Damages to crops and improvements 6.00  
 No other damages. Total \$ 221.25

The State of Kansas:

Across the north west Quarter of section 16 in township 18, south range 8 west. 3.53 acres of land taken. Damages to lands taken \$ 88.25  
 Damages to Lands not taken \$ 75.00  
 Damages to crops and improvements and No other damages. Total \$ 163.25

George F. Eringer:

Across the south west Quarter of section 16 in township 18 south Range 8 west. 7.03 acres of land taken.  
 Damages to lands taken \$ 175.75  
 Damages to lands not taken \$ 200.00  
 Damages to crops and Improvements 18.00  
 No other damages. Total \$ 393.75

David Watson:

Across the north east quarter section 21 in township 18 south range 8 west. 3.40 acres of land taken. Damages to land taken \$ 85.00  
 Damages to land not taken and Damages to crops and improvements and No other damages. Total \$ 85.00

L. M. Kenzie:

Across the north west quarter of Section 21 in Township 18 South Range 8 west. 2.74 acres of land taken. Damages to land taken \$68.50

Damages to land not taken - Damages to crops and improvements - No other damages. Total \$68.50

S. A. Ogilbee:

Across the South east Quarter of Section 21 in Township in Township 18, South Range 8 west 3.94 Acres of land taken Damages to land taken \$98.50

Damages to land not taken - Damages to crops and improvements - No other damages. Total \$98.50

U. M. Patterson:

Across the south west quarter of section 21 in township 18 south Range 8 west. 2.13 acres of land taken

Damages to lands taken \$53.25

Damages to lands not taken - Damages to crops and improvements - No other damages. Total \$53.25

D. W. Duke:

Across the west half of the north east quarter of section 28 in township 18, south range 8 west. No of acres taken 3.97

Damages to lands taken \$99.25

Damages to lands not taken - nothing - Damages to crops and improvements \$152.00

No other damages. Total \$251.25

United States:

Across the north west quarter of section 28 in township 18 South Range 8 west. 2.04 acres of land taken

Damages to land taken \$52.25

Damages to land not taken - Damages to crops and improvements - No other damages. Total \$52.25

W. Rankin:

Across the south east quarter of Section 28 in township 18 south range 8 west. 4.03 acres of land taken.

Damages to lands taken \$100.75

Damages to lands not taken - Damages to crops and improvements \$18.00

No other damages. Total \$118.75

O. H. Cassingham:

Across the South West Quarter of Section 28, in township 18, south range 8 west. 2.03 acres of land

taken. Damages to lands taken \$50.75

Damages to lands not taken - Damages to crops and improvements - nothing - No other damages. Total \$50.75

U. P. Railway, and Sheffield

Across the north east quarter of Section 33, in township 18 South Range 8 west. 3.91 acres of land taken

Damages to lands taken \$97.75

Damages to lands not taken - Damages to crops and improvements \$9.00

No other damages. Total \$106.75

Frank Gray:

Across the north half of the North West Quarter of section 33, in township 18, south Range 8 west. 1.07

acres of Land taken. Damages to lands taken

Damages to lands not taken - Damages to crops and improvements Deeded

No other damages. Total

Wiley Gray:

Across the south half of the North West Quarter of section 33 in township 18, south Range 8 west. 1.08 acres of land taken. Damages to lands taken

Damages to lands not taken ~ Damages to crops and improvements ~ Deeded

No other damages. Total ~

H. W. Rickard:

Across the south east quarter and the east half of the south west quarter of section 33 in township 18 south Range 8 west. 5.90 acres of land taken. Damages to lands taken \$147.50

Damages to lands not taken \$100.00

Damages to crops and improvements ~ No other damages. Total ~ \$247.50

Milton L. Ellis:

Across the north east quarter of section 4, in township 19, south of Range 8 west. 2.25 acres of land taken. Damages to lands taken \$56.25

Damages to lands not taken ~ Damages to crops and improvements ~ Removal of fence and \$20.00

No other damages. Total \$76.25

Ed J. Lykin:

Across the north west quarter of section 4 in township 19 south range 8 west. 4.92 acres of land taken

Damages to lands taken \$100.50

Damages to lands not taken ~ Damages to crops and improvements ~ No other damages. Total \$100.50

J. Kinney:

Across the south east quarter of section 4 in township 19, south range 8 west. .83 acres of land taken

Damages to land taken. - Damages to lands not taken Deeded

Damages to crops and improvements ~ No other damages. Total ~

S. J. Smith  
Across the south west quarter of section 4, in township 19 south range 8 west. 5.25 acres of land taken.

Damages to lands taken ~ Damages to lands not taken ~ Deeded

Damages to crops and improvements ~ No other damages. Total

W. J. Nicholas:

Across the north east quarter of section 9, in township 19, south Range 8 west. 1.85 acres of land taken

Deeded. S. J. Smith:

Across the north half of the north west quarter of section 9, in township 19, south Range 8 west. 2.11 acres of land taken. Damages to lands taken ~ Damages to lands not taken ~ Deeded

Damages to crops and improvements ~ No other damages. Total ~

O. Nordstrom:

Across the south half of the north west quarter of section 9, in township 19, south range 8 west. 2.11 acres of land taken. Damages to Land Taken \$52.75

Damages to land not taken ~ Damages to crops and improvements ~ No other damages. Total. \$52.75

Henry Jones:

Across the south east quarter of section 9, in township 19, south range 8 west. 2.64 acres of land taken. Damages to land taken \$66.00

Damages to land not taken + fence \$22.50

Damages to crops and improvements \$14.10

No other damages. Total \$102.60



E. Latson:

Across the east half of the south west quarter of section 9, in township 19, south range 8 west,  
3.39 acres of land taken. Damages to land taken \$ 84.75  
Damages to land not taken + fence 7.50  
Damages to crops and improvements + oats 12.00  
No other damages. Total 4.00  
\$108.25

John Gray and George Vernon:

Across the north east quarter of section 16, in township 19, south range 8 west: 4.11 acres of land taken  
Damages to land taken \$123.30  
Damages to land not taken --- Damages to crops and improvements 28.00  
No other damages. Total \$151.30

Catherine Bell; and Elizabeth Bell

Across the north west quarter of section 16, in township 19, south range 8 west. 1.96 acres of land taken  
Damages to land taken \$58.80  
Damages to land not taken --- Damages to crops and improvements --- No other damages. Total \$58.80

State of Kansas:

Across the south east quarter of section 16 in township 19 south Range 8 west. 4.42 acres of land  
taken. Damages to land taken \$132.60  
Damages to land not taken --- Damages to crops and improvements 25.00  
No other damages. Total \$157.60

Arvon Bell;

Across the south west quarter of section 16, in township 19, south range 8 west. 1.63 acres of land  
taken. Damages to land taken \$48.90  
Damages to land not taken --- Damages to crops and improvements --- No other damages. Total \$48.90

J. W. Long:

Across the northeast quarter and the North Half of the North west quarter of section 21, in township 19 south  
range 8 west. 4.17 acres of land taken Damages to land taken \$145.95  
Damages to land not taken + for mowing fence \$ 15.00  
Damages to crops and improvements --- No other Damages. Total 8160.95  
also .93 acres off the North "N.W." 21. 19. 8 W \$ 32.55  
\$193.50

James Mc<sup>r</sup> Ginn:

Across the south half of the North West quarter of section 21, in township 19, south Range  
8 west. .93 acres of land taken. Damages to land taken \$32.55  
Damages to land not taken --- Damages to crops and improvements + oats \$ 8.00  
No other damages. Total \$40.55

Benj. Pape:

Across the south east quarter of section 21, in township 19, south Range 8 west. 4.28 acres of  
Land taken. Damages to Land Taken \$149.80  
mowing fence  
Damages to land not taken \$15.00  
Damages to crops and improvements \$14.00  
\$178.80

Frank Q. Thyt:

Across the north west quarter of Section 21, in Township 19, North Range 8 west, 1.82 acres of land taken

Damages to land taken

Damages to land not taken - No other damages - Total

\$63.70

H. Stewart:

Across the north east quarter of Section 28, in Township 19, North Range 8 west, 4.54 acres of land taken

Damages to land taken

Damages to land not taken - Damages to crops and improvements

\$16.00

No other damages, Total

\$197.60

Mark Roberts:

Across the north west quarter of Section 28, in Township 19, North Range 8 west, 1.48 acres of land taken

Damages to land taken

\$59.20

Damages to land not taken - No other damages - Total

\$59.20

J. P. Robinson:

Across the north half of the south east quarter of Section 28, in Township 19, North Range 8 west

Damages to land taken

\$90.67

Damages to land not taken - Damages to crops, and other improvements

\$13.50

No other damages, Total

\$104.17

W. S. Barrer, and James Magrath:

Across the south half of the south east quarter of Section 28, in Township 19, North Range 8 west.

Damages to land taken

\$40.67

Damages to land not taken - Damages to crops and improvements - No other damages, Total

\$90.67

H. Stewart:

Across the north west quarter of Section 28 in Township 19, North Range 8 west, 2.08 acres of land taken

Damages to land taken

\$93.60

Damages to land not taken - No other damages, Total

\$93.60

George Jay:

Across the south half of the south east quarter of Section 4 in Township 20, North Range 8 west, 2.85 acres of

land taken; Damages to land taken

\$255.00

Damages to land not taken

\$150.00

Damages to crops and improvements

\$22.80

No other damages, Total

\$457.80

Frank Roof:

Across the north east quarter of Section 9, in Township 20, North Range 8 west, 5.64 acres of land taken

Damages to land taken

\$423.00

Damages to land not taken

\$225.00

Damages to crops and improvements - No other damages, Total

\$648.00

A. N. Day:

Across the north west quarter of Section 10, in Township 20, North Range 8 west, 6.66 acres of land taken

Damages to land taken

\$449.50

J. W. Morter

Across the north west quarter of section 19, in township 20, south Range 7 West. .31 acres of land Taken. Damages to land taken \$ 7.75  
 Damages to land not taken — Damages to crops and improvements — No other Damages. Total \$ 7.75

Atchison, Topeka and Santa Fe Ry Company:

Across the south west quarter of section 19, in township 20, south range 7 west. 7.54 acres of land taken. Damages to land taken \$ 188.50  
 Damages to land not taken. \$ 150.00  
 Damages to crops and improvements — No other Damages. Total \$ 338.50

John Wertz:

Across the south east quarter of section 19, in township 20, south range 7 west. 1.09 acres of land Taken Damages to Land Taken \$ 27.25  
 Damages to land taken in corner between Railway & W. Corner of above, about 1/4 acre \$ 15.00  
 No other Damages. Total \$ 42.25

M. L. Stowell:

Across the north east quarter of section 30, in township 20, south range 7 west. 7.48 acres of land Taken Damages to Land Taken \$ 187.00  
 Damages to land not Taken \$ 200.00  
 Damages to crops and improvements \$ 20.00  
 No other damages. Total \$ 407.00

P. Rendell:

Across the West half of the north west quarter of section 29 in Township 20, south of Range 7 west. 1.24 acres of land taken — Damages to land taken \$ 31.00  
 Damages to land taken cut off 9/10 acres \$ 25.00  
 Damages to crops and improvements — No other damages. Total \$ 56.00

M. Saxman Jr

Across the south west quarter of section 29, in Township 20, Range 7 west. 7.36 acres of Land Taken — Damages to land taken \$ 182.50  
 Damages to land not Taken \$ 175.00  
 Damages to crops and improvements — No other damages. Total \$ 357.50

M. F. Baker:

Across the south east quarter of section 29, in township 20 south range 7 west. 1.14 acres of land taken. Damages to Land taken \$ 60.30  
 Damages to land taken & cut off 87/100 acres of land & for moving fence \$ 12.25  
 No other damages. Total \$ 72.55

The United States:

Across the north half of the north east quarter of section 32, in township 20, south range 7 west. 5.26 acres of land taken. Damages to Land Taken \$ 131.50  
 Damages to Land not Taken \$ 125.00  
 Damages to crops and improvements \$ 24.00  
 No other damages. Total \$ 280.50

Henry Peterson:

Across the south half of the north east quarter of section 32, in Township 20 south range 7 west. .79 acres of land taken. Damages to Land Taken \$19.75  
 Damages to land not Taken \$45.00  
 Damages to crops and improvements --- No other damages. Total \$64.75

The Union Pacific and Santa Fe Railroad Company:

Across the north west quarter of section 33 in Township 20 South range 7 west 5.03 acres of land Taken. Damages to land Taken \$125.75  
 Damages to land not Taken \$60.00  
 Damages to crops and improvements \$ 2.00  
 No other damages. Total \$187.75

H. Gossmar:

Across the south west quarter of section 33 in township 20 South range 7 west. 2.54 acres of land Taken. Damages to land taken \$63.50  
 Damages to land not Taken 50.00  
 Damages to crops and improvements 4.00  
 No other Damages. Total \$117.50

John Colle:

Across the north half of the south east quarter of section 33, in Township 20, South Range 7 west. 2.42 acres of land taken. Damages to land Taken and not Taken \$127.33  
 Damages to crops and improvements --- No other damages. Total \$127.33

J. G. England:

Across the south half of the southeast quarter of section 33, in township 20, south range 7 west. 4.86 acres of Land Taken Damages to land Taken and not taken \$254.66  
 Damages to crops and improvements \$ 24.00  
 No other damages. Total \$278.66

Anna M. Cauley:

Across the east half of the North east quarter of section 4, in Township 21, south range 7 west. 3.50 acres of land Taken. Damages to land taken \$87.50  
 Damages to land not taken \$60.00  
 Damages to crops and improvements \$116.00  
 No other damages. Total \$263.50

Dand James:

Across the west half of the north west quarter of section 3, in township 21, south range 7 west. 2.70<sup>2.92</sup> acres of land taken Damages to land taken \$95.04  
 Damages to land not taken \$50.00  
 Damages to crops and improvements included in Davis rental. No other damages. Total \$145.04

Matkin Davis

Across the east half of the north west quarter of section 3, in Township 21, south range 7 west. 1.35 acres  
 " " " " " " " " " " " "

Damages to land not taken	\$35.00
Damages to crops and improvements	\$ 40.56
No other damages. Total	<u>\$ 75.56</u>

Labella J. Baker:

Across the south half of section 3 in Township 21 south range 7 west. 9.30 acres of land taken. Damages to Land Taken	\$232.50
Damages to land not Taken	\$200.00
Damages to crops and improvements	\$ 4.00
No other Damages. Total	<u>\$436.50</u>

Jacob Johnson:

Across the east of the north east quarter of section 10, and the east half of the north west quarter of section 11, in Township 21, south range 7 west. 4.07 acres of land Taken	
Damages to land taken	\$ 89.65
Damages to land not taken	\$ 75.00
Damages to crops and improvements — No other damages. Total	<u>\$164.65</u>

D. K. Ziegler:

Across the east west half of the Northwest quarter of section 11, in Township 21, South Range 7 west. 4.24 acres of land taken. Damages to land taken	\$ 96.80
Damages to land not taken	\$ 50.00
Damages to crops and improvements — No other damages. Total	<u>\$146.80</u>

D. Drake:

Across the south west quarter of section 11, in Township 21, South range 7 west. 1.84 acres of land taken. Damages to land taken	\$27.60
No other damages. Total	<u>\$27.60</u>

Stephen S. Thompson:

Across the north half of the southeast quarter of section 11 in Township 21, south range 7 west. 8.83 acres of land Taken. Damages to land taken	\$132.45
Damages to Crops etc.	5.00
No other damages. Total	<u>\$137.45</u>

M. A. Spangh:

Across the east Half of the southwest quarter of section 12 in township 21 south range 7 west 3.06 acres of land Taken	\$ 9.18
Damages to land not taken — Damages to crops and improvements — No other damages. Total	<u>\$ 9.18</u>

Joseph Haarschild:

Across the west half of the southwest quarter of section 12 in township 21 South range 7 west. 3.06 acres of land taken. Damages to land taken	\$9.18
Damages to land not taken — Damages to crops and improvements — No other damages. Total	<u>\$9.18</u>

C. Mahoney

Across the East half of the Southeast quarter of section 12 in township 21, south range 7 west. 3.01 Acres of land Taken. Damages to land Taken	\$9.01
Damages to land not Taken — Damages to crops and improvements — No other damages. Total	<u>\$9.01</u>

United States: Acres the west half of the south east quarter of section 12, in Township 21, south range 7 west 3.01 acres  
of land taken. Damages to land taken  
Damages to crop and improvements - No other damages. Total \$901

Acres the south west quarter of section 7 in Township 21, south range 6 west: 6.33 acres of land  
taken. Damages to land taken  
Damages to land not taken - No other damages. Total \$6.33

Acres the south east quarter of section 7 the north east quarter of section 21 and the south west quarter of  
section 17 and the south east quarter of section 17, in Township 21, south range 6 west: 2.22 acres of  
land 799 taken. Damages to land taken  
Damages to land not taken - No other damages. Total \$13.61

United States: Acres the south west quarter of section 8, in Township 21, south range 6 west: 2.22 acres of land taken  
Damages to land taken  
Damages to land not taken - No other damages. Total \$0.25

John W. Brown: Acres the north half of section 17 and acres the west half of section 25, in Township 21, south  
range 6 west: 21.55 acres of land taken. Damages to land taken  
Damages to crop and improvements - No other damages. Total \$37.71

Acres the south west quarter of section 16, in Township 21, south range 6 west: 7.94 acres of land taken.  
Damages to land taken  
Damages to land not taken - No other damages. Total \$7.46

Acres the south east quarter of section 16, in Township 21, south range 6 west: 6.45 acres of land  
taken. Damages to land taken  
Damages to land not taken - No other damages. Total \$7.31

United States: Acres the north west quarter of section 22 in Township 21, south range 6 west: 7.81 acres of land taken. Damages  
to land taken  
Damages to land not taken - No other damages. Total \$6.00

Acres the east half of section 22 in Township 21, south range 6 west: 6.91 acres of land taken.  
Damages to land taken  
Damages to land not taken - No other damages. Total \$6.91

Acres the west half of section 23, the south east quarter of section 23 in Township 21, south range 6 west: 10.23  
acres of land taken. Damages to land taken  
Acres, Conpany - Little and Washburn:  
Damages to land not taken - No other damages. Total \$6.91

Acres of land taken. Damages to land taken  
\$10.23

Damages to land not taken — Damages to crops and improvements — No other damages Total

\$10,23

The United States:

Across the north east quarter of section 26 in township 21, south range 6 west: 5:19 acres of land taken

Damages to land taken

\$5,19

No other damages. total.

\$5,19

State of Kansas:

Across the north half of section 36, and the south east quarter 36, in township 21, south range 6 west: 13.27

acres of land taken. Damages to land taken

\$13.27

Damages to land not taken — Damages to crops and improvements — No other damages. Total - \$13.27

Dated at Lyons Kansas this 23<sup>rd</sup> day of June A.D. 1887

{ E. A. Richards  
John Howard  
J. C. Seaward

The Board of County Commissioners of Rice County Kansas

Received of O. H. Bentley General attorney of the

Kansas Midland Railway Company the sum of \$105<sup>00</sup> our fees in full June 23 1887

signed

E. A. Richards  
John Howard  
J. C. Seaward

The State of Kansas }

Rice County } ss

\$15059.30

I do hereby certify that I have this day received of A. A. Phipps, Esq. for and on behalf of The Kansas Midland Railway Company the sum of Fifteen Thousand and fifty nine dollars and thirty one hundredths, being the amount of the within condemnation for the right of way of The Kansas Midland Railway Company as made by the County Commissioners of Rice County Kansas

made in duplicate

C. W. Shumway

June 27<sup>th</sup> 1887

County Treasurer of Rice County Kansas

This Report filed in my office this 28<sup>th</sup> day of June A.D. 1887

William Lowrey County Clerk Rice County Kansas

This Copy of Report filed in my office this June 28<sup>th</sup> 1887

C. W. Shumway Per. R. B.

County Treasurer of Rice County Kansas

State of Kansas }  
Rice County } ss

This instrument filed for record at 6 o'clock P. M. on June 27 1887 and duly recorded in book 2 on page 40 Fee

J. E. Nash  
Register of Deeds

STATE OF KANSAS | #237 ss  
COUNTY OF RICE |  
This instrument was filed for record  
on the 22 day of June A.D. 19 90  
at 2:00 o'clock P M. and duly re-  
corded in book Misc 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;

WHEREAS, SETTLORS have no intention of releasing 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;

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 CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, 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:

<u>Township</u>	<u>Range</u>	<u>Sections</u>
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, 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.

2. 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 Agreement.

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 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.

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 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: Law Department

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

By John R. Piccirro  
John R. Piccirro Assoc. Gen. Counsel

Betty Johannsen

AMS INDUSTRIES, INC.

Michael R. Johannsen

By John R. Piccirro  
John R. Piccirro Sec.

AMS SALT INDUSTRIES, INC.

Sheri Johannsen

By James R. Simpson  
James R. Simpson. O.P.

Robert T. Johannsen

Linda Johannsen

Greg A. Johannsen

Anita Johannsen

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.

DEFENDANTS:

GENERAL HOST CORPORATION

By \_\_\_\_\_

AMS INDUSTRIES, INC.

By \_\_\_\_\_

AMS SALT INDUSTRIES, INC.

By \_\_\_\_\_

SETTLORS:

Robert A. Johannsen  
Robert A. Johannsen

Betty Johannsen  
Betty Johannsen

Michael R. Johannsen  
Michael R. Johannsen

Sheri Johannsen  
Sheri Johannsen

Robert T. Johannsen  
Robert T. Johannsen

Linda Johannsen  
Linda Johannsen

Greg A. Johannsen  
Greg A. Johannsen

Anita Johannsen  
Anita Johannsen

Dennis Byard  
Dennis Byard

Vickie J. Byard  
Vickie J. Byard

B:KJM:GEN32961



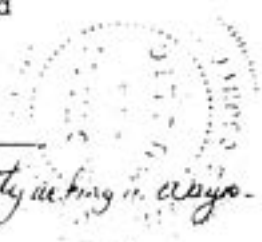
ACKNOWLEDGEMENT

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.

*[Signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires: October 26, 1992

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 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.

*[Signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires: October 26, 1992

STATE OF MICHIGAN )  
                          ) SS.:  
COUNTY OF WAYNE )

BE IT REMEMBERED that on this *17th* 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.

*Cathy R. ...*  
\_\_\_\_\_  
Notary Public

*Cathy R. ...*

My Commission Expires: *October 2, 1992*

B:KJM:GEN32961

Non-Married Individual

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_.

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

My commission expires:  
\_\_\_\_\_

Married Individuals

State of Kansas )  
County of Reno )

The foregoing instrument was acknowledged before  
me this 14 day of June, 1990 by Dennis  
and Vickie J. Byard, husband and wife.

Cathy A. Herren  
Notary Public

My commission expires:  
7/3/93





Non-Married Individual

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_.

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

My commission expires:

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before  
me this 16<sup>th</sup> day of June, 1990 by Robert A Johnson  
and Betty Johnson husband and wife.

Dale H Snyder  
Notary Public



My commission expires:

29-91

Non-Married Individual

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before  
me this 16<sup>th</sup> day of June, 1990 by Michael R. Johnson  
and Shari Johnson husband and wife.

Dale H. Swider  
Notary Public



My commission expires: \_\_\_\_\_

2991

Non-Married Individual

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_.

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

My commission expires:

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before  
me this 16<sup>th</sup> day of June, 1990 by Robert T. Johnson  
and Snda Johnson husband and wife.



Dale H. Snyder  
Notary Public

Non-Married Individual

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

Married Individuals

State of Kansas )  
County of Pice )

The foregoing instrument was acknowledged before  
me this 16<sup>th</sup> day of June, 1990 by Breg A. Johnson  
and Anita Johnson husband and wife.

Dale H. Snyder  
Notary Public



My commission expires: \_\_\_\_\_  
7-29-91

AGREEMENT DATED AS OF December 19, 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 "DEFENDANTS")

# 177  
STATE OF KANSAS  
COUNTY OF RICE  
This instrument was filed for record  
on the 19 day of Dec, A.D. 19 89  
at 2:00 o'clock P. M. and duly re-  
corded in book 174 page 102.  
Register of Deeds  
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  
Sharpe, et al. v. American Salt Company, Inc., et al., Civil  
Action No. 87-1345 (the "Sharpe action");

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;

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  
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  
57 U.S.L.W. 3860);

WHEREAS, GENERAL HOST satisfied the judgment in  
the 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;

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

102

103

MS 174-102

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 PLAINTIFFS' real property;

WHEREAS, DEFENDANTS have denied that they are liable for damages in the pending Brothers and Sharpe actions;

WHEREAS, no trial has been had and no judgment has been entered in the pending Brothers or Sharpe 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

104

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 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 which has been or is owned by them in the following areas of Rice County, Kansas is included on Attachment "A" hereto:

<u>Township</u>	<u>Range</u>	<u>Sections</u>
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

105

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 "Releasers"), 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 "Settlers") (but Releasers 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 Settlers relating to the Lyons Facility; and/or

(b) Releaser'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 Settlers 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 Settlers 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. Releasers shall not institute or prosecute in any forum within the State of Kansas or in any other jurisdiction any action or proceeding against Settlers 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 Releasers from instituting or prosecuting any action or proceeding against anyone other than Settlers 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 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 Settlers so as to prevent any possibility that DEFENDANTS or other Settlers 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 Settlers, of all claims for any amounts paid by such Other Persons in connection with such a settlement.

807

5. Releasors shall allow Settlers (and, at Settlers' 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.

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 Settlers and shall be an easement in perpetuity in favor of Settlers 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 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.

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.

11. This Agreement and the Settlement Agreement 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.

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.

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.

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

PLAINTIFFS:

William E. Bemis  
William Bemis

Dorothy Bemis  
Dorothy Bemis

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

By Donald L. Birchenough  
Donald L. Birchenough, Jr.

By Ansel W. Tobias  
Ansel Tobias

By Carolyn Kimple  
Carolyn Kimple

Jay Brothers  
Jay Brothers

Sylvia Brothers  
Sylvia Brothers

Lyle Brothers  
Lyle Brothers

Patricia Brothers  
Patricia Brothers

Lester Colle  
Lester Colle

Norma Colle  
Norma Colle

Edris Edwards  
Edris Edwards

John E. Edwards, Jr.  
John E. Edwards, Jr.

Kermit C. Edwards  
Kermit C. Edwards

Roger Edwards  
Roger Edwards

Marla Edwards  
Marla Edwards

117

118

Alvin Engelland  
Alvin Engelland

Evelyn V. Engelland  
Evelyn Engelland

Ansell Engelland  
Ansell Engelland P.A.

Elsie Engelland  
Elsie Engelland

Don Engelland  
Don Engelland

Rosemary Engelland  
Rosemary Engelland

Jack Engelland  
Jack Engelland

John A. Engelland  
John A. Engelland

Judy Engelland  
Judy Engelland

Delbert Hollinger  
Delbert Hollinger

Jim Hollinger  
Jim Hollinger

Mary Hollinger  
Mary Hollinger

Edward F. Janda  
Edward F. Janda

Anna Mae Janda  
Anna Mae Janda

Gerald N. Jones  
Gerald N. Jones

Donna Jones  
Donna Jones

Cecil W. Miller  
Cecil W. Miller

Curtis Miller  
Curtis Miller

Jessica Miller  
Jessica Miller

Mildred Miller  
Mildred Miller

116

117

*Arthur H. Oden*

Arthur H. Oden

*Jan Oden*  
Jan Oden

*Wilmer H. Oden*  
Wilmer H. Oden

*Anita Oden*  
Anita Oden

*Raphael R. Roeder*  
Raphael R. Roeder

*Annabelle A. Roeder*  
Annabelle A. Roeder

118

*Graydon Sharpe*  
Graydon Sharpe

*Jeanette Sharpe*  
Jeanette Sharpe

*Cecil M. Tobias*  
Cecil M. Tobias

*Frances Tobias*  
Frances Tobias

*Curtis Tobias*  
Curtis Tobias

*Susan Tobias*  
Susan Tobias

*Elma A. Tobias*  
Elma A. Tobias

*Eddie A. Tobias*  
Eddie A. Tobias

*Mary Ann Tobias*

*Patricia LeMoyne Urmev*  
Patricia LeMoyne Urmev

*Donald Urmev*  
Donald Urmev

119

*Paul F. Westrup*  
Paul F. Westrup

*Marguerite Westrup*  
Marguerite Westrup

*Harry Zwick*  
Harry Zwick

Marjorie Zwick  
Marjorie Zwick

Alvin Zwick  
Alvin Zwick

Donna Zwick  
Donna Zwick

Don Zwick  
Don Zwick

Lill Zwick  
Lill Zwick

120

Married Individuals

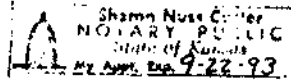
State of Kansas )  
County of Bea )

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of November, 1989 by William Bemis  
and Dorothy Bemis, husband and wife.

Sharon Nuss Custer  
Notary Public

121

My commission expires:



121

Trustee

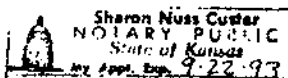
State of Kansas )  
County of Bea )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Ronald Birchough  
Trustee of The Margaret Birchough Testamentary Trust.

Sharon Nuss Custer  
Notary Public

122

My commission expires:





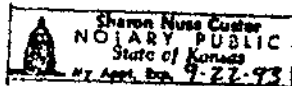
Trustee

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of December, 19 89 by Arnel Tobias,  
Trustee of The Margaret Birchenough Testamentary Trust.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



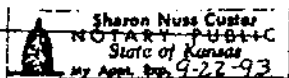
Trustee

State of Kansas )  
County of Sedgewick )

The foregoing instrument was acknowledged before me  
this 18<sup>th</sup> day of December, 19 89 by Candice Kemple,  
Trustee of The Margaret Birchenough Testamentary Trust.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



124

Married Individuals

State of Texas )  
County of Cameron )

The foregoing instrument was acknowledged before me  
this 24th day of November, 19 89 by Jay Brothers  
and Sylvia Brothers, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_

7-31-93

Married Individuals

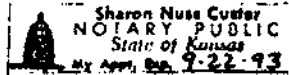
State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Lyle Brothers  
and Patricia Brothers, husband and wife.

Sharon Nuss Custer  
Notary Public

126

My commission expires:



126

Married Individuals

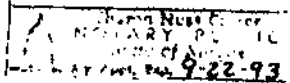
State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of November, 1989 by Lester Cella  
and Norma Cella, husband and wife.

Sharon Nuss Custer  
Notary Public

127

My commission expires:



127

Non-Married Individual

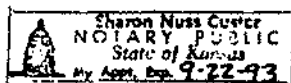
State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Edris Edwards.

Sharon Nuss Custer  
Notary Public

128

My commission expires:



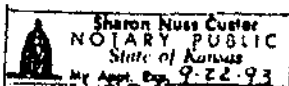
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by John E. Edwards, Jr.  
and Kermit C. Edwards, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



129

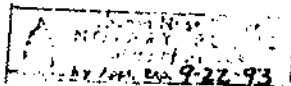
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Roger Edwards  
and Macla Edwards, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



130

120

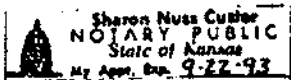
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Alvin Engelland  
and Evelyn V. Engelland, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



131

Power of Attorney

State of Kansas )  
County of Reno )

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

Sharon Nuss Custer  
Notary Public

137

My commission expires:  
\_\_\_\_\_

Sharon Nuss Custer  
NOTARY PUBLIC  
State of Kansas  
My Comm. Exp. 9-22-93

Non-Married Individual

State of Kansas )  
County of Reno )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Elsie Engelland

Sharon Nuss Custer  
Notary Public

138

My commission expires:  
\_\_\_\_\_

Sharon Nuss Custer  
NOTARY PUBLIC  
State of Kansas  
My Comm. Exp. 9-22-93

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of November, 1989 by Dee Engelland  
and Rosemary Engelland husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_

Sharon Nuss Custer  
NOTARY PUBLIC  
State of Kansas  
My Comm. Exp. 9-22-93

Non-Married Individual

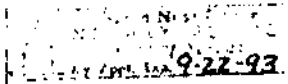
State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Jack Engelland.

135

Sharon Nuss Custer  
Notary Public

My commission expires:



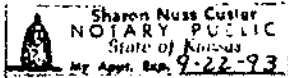
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by John A. Engelland  
and Judy Engelland, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:



Non-Married Individual

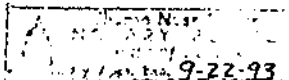
State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of November, 1989 by Delbert Hollinger

137

Sharon Nuss Custer  
Notary Public

My commission expires:



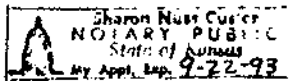
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of November, 1989 by Jim Hollinger  
and Mary Hollinger, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



138

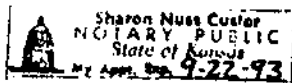
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Edward Janda  
and Anna Mae Janda, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



139

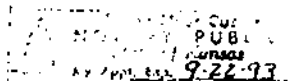
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 1<sup>st</sup> day of December, 1989 by Ronald N. Jones  
and Donna Jones, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



140



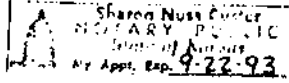
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Cecil Miller  
and Mildred Miller, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



141

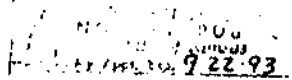
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Curtis Miller  
and Jessica Miller, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



142

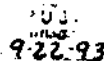
Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 1<sup>st</sup> day of December, 1989 by Arthur H. Odem  
and Jan Odem, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:  
\_\_\_\_\_



143

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 1<sup>st</sup> day of December, 1989 by Wilmer H Oden  
and Anita Oden, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:

9-22-93

Married Individuals

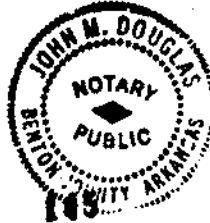
State of ARKANSAS )  
County of BENTON )

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

John M. Douglas  
Notary Public

My commission expires:

APRIL 27, 1993



145

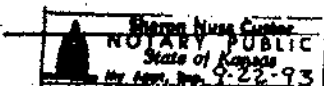
Married Individuals

State of Kansas )  
County of Sedgewick )

The foregoing instrument was acknowledged before me  
this 18<sup>th</sup> day of December, 1989 by Shaylon Shupe  
and Jeanette Shupe, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:



Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Cecil M. Tobias  
and Frances Tobias, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:

NOTARY PUBLIC  
STATE OF KANSAS  
9-22-93

147

Married Individuals

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Curtis Tobias  
and Jeanne Tobias, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:

NOTARY PUBLIC  
STATE OF KANSAS  
9-22-93

148

Non-Married Individual

State of Kansas )  
County of Rice )

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 1989 by Elma Tobias.

Sharon Nuss Custer  
Notary Public

My commission expires:

NOTARY PUBLIC  
STATE OF KANSAS  
9-22-93

149

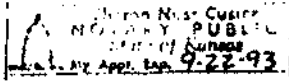
Married Individuals

State of Kansas )  
County of Bee )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Eddie A Tobias  
and Mary Ann Tobias, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:



150

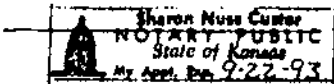
Married Individuals

State of Kansas )  
County of Sedgewick )

The foregoing instrument was acknowledged before me  
this 18<sup>th</sup> day of December, 1989 by Donald Urmy  
and Patricia L Urmy, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:



151

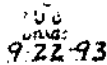
Married Individuals

State of Kansas )  
County of Bee )

The foregoing instrument was acknowledged before me  
this 1<sup>st</sup> day of December, 1989 by Paul F Westrup  
and Marquette Westrup, husband and wife.

Sharon Nuss Custer  
Notary Public

My commission expires:



152

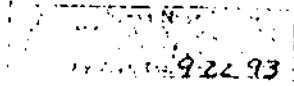
Married Individuals

State of Kansas )  
County of Bea )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Harry Zurich  
and Margaret Zurich, husband and wife.

Sharon Russ Custer  
Notary Public

My commission expires:



153

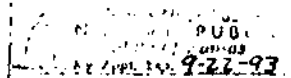
Married Individuals

State of Kansas )  
County of Bea )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Alvin Zurich  
and Donna Zurich, husband and wife.

Sharon Russ Custer  
Notary Public

My commission expires:



154

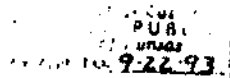
Married Individuals

State of Kansas )  
County of Bea )

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of November, 1989 by Don Zurich  
and Lil Zurich, husband and wife.

Sharon Russ Custer  
Notary Public

My commission expires:




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**DEFENDANTS:**


**GENERAL HOST CORPORATION**

By   
John R. Ficarro,  
Associate General Counsel

**AMS INDUSTRIES, INC.**

By   
John R. Ficarro,  
Secretary

**AMS SALT INDUSTRIES, INC.**

By   
James R. Simpson,  
Vice President & Controller

B/JAM/GEN32534

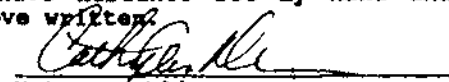


**ACKNOWLEDGEMENT**

STATE OF Michigan )  
 ) SS:  
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, 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.

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

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

STATE OF Michigan )  
 ) SS:  
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.

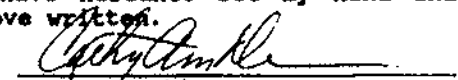
  
\_\_\_\_\_  
Notary Public

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

STATE OF Michigan )  
 ) SS:  
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 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

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ATTACHMENT "A" TO SETTLEMENT AGREEMENT

<u>PLAINTIFF</u>	<u>LEGAL DESCRIPTION</u>
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 2)-20-8 E/2 SW/4 12-20-8 W/2 24-20-8

<u>PLAINTIFF</u>	<u>LEGAL DESCRIPTION</u>
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
Hollinger, Delbert H. (Owner) Hollinger, Jim (Tenant)	33.3 acres lying south and west of railroad tracks in the NE/4 14-20-8
Hollinger, Jim (Owner)	SE/4 14-20-8
Janda, Edward F. Janda, Anna Mae (Owners)	SW/4 12-20-8
Jones, Gerald N. Jones, Donna (Owners)	E/2 NW/4 29-20-7 W/2 NE/4 29-20-7
Miller, Cecil W. Miller, Mildred (Owners)	SE/4 10-20-8
Oden, Wilmer H. Oden, Anita (Owners) Oden, Arthur (Tenant)	E/2 NW/4 19-20-7 S/2 NE/4 19-20-7
Roeder, Raphael R. Roeder, Annabelle A. (Owners)	SW/4 12-20-8

<u>PLAINTIFF</u>	<u>LEGAL DESCRIPTION</u>
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
Engelland, 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

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<u>PLAINTIFF</u>	<u>LEGAL DESCRIPTION</u>
Jones, Gerald Jones, Donna (Owners)	E/2 NE/4 29-20-7 W/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

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

On or before the 10<sup>th</sup> day of September, 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 Salt 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,

ss.

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 VIEWERS

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 $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Twenty (20S) 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)  
CHAIRMAN

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 6, Page 146, filed August 18, 1947.

SEAL

R.G. Nichols  
R.G. NICHOLS, COUNTY CLERK



NOTICE OF EXTENSION OF LEASE  
(For Recording)

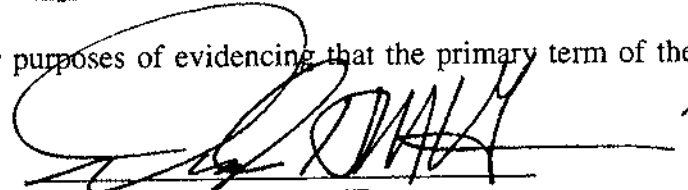
STATE: Kansas

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 April 28, 2011. On March 11, 2013 the amount accepted by the Lessor was tendered to the Lessor for the purposes of extending the primary term of the Lease until April 28, 2015.

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: 3/9/2016

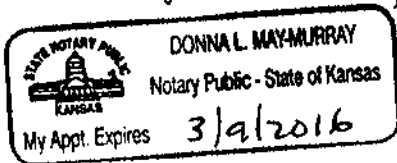
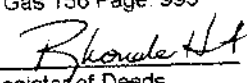


Exhibit "A"

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

C  
K

# 176  
STATE OF KANSAS  
COUNTY OF RICE  
This instrument was filed for  
record on the 20 day of  
February, A.D. 1975 at 8:00  
o'clock A.M. and duly recorded in  
book 095, page 38.  
*Blanche Meek*  
Register of Deeds

Photostated  
Indexed  
Checked  
*mg*

RIGHT-OF-WAY GRANT

Fee \$3.00

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.

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 pipeline 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 10<sup>th</sup> day of February, 1975.

*Eugenia Gladys Davis*  
Eugenia Gladys Davis

Subscribed, sworn to and acknowledged before me this 13<sup>th</sup> day of February, 1975.

*Ruby Smith*  
Notary Public



My Commission Expires: January 26, 1979

WARRANTY DEED (Kansas Statutory Form)

EUGENIA GLADYS DAVIS, a Widow,

CONVEY S AND WARRANT S TO

Hal A. Davis II, Elizabeth E. 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: None

Dated November 15 1980

STATE OF KANSAS, McPherson COUNTY, ss

BE IT REMEMBERED, That on this 15<sup>th</sup> 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,

*Eugenia Gladys Davis*  
Eugenia Gladys Davis

who is personally known to me to be the same person who executed  
the within instrument of writing and such person duly acknowledged the  
execution of the same.

WHEREOF, I have hereunto set my hand and affixed my  
seal, this 15 day of November, 1980.

*Ruby Smith*  
RUBY Smith, Notary Public.

My term expires January 26, 1983

STATE OF KANSAS | ss # 235  
COUNTY OF RICE

This instrument was filed for  
record on the 18 day of  
November, A.D. 1980 at 9:30  
o'clock AM, and duly recorded in  
book 2688 page 283

*Eugenie K. H. H.*  
Eugenie K. H. H. Fee \$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

入 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 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 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 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, 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 19th day of August, 1941.

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

Georgia I. Brown  
O. F. Brown

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

State of Kansas, County of Rice, SS.

Be it remembered, That on this 19 day of August, 1941, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Georgia I. Brown & 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.

My Commission expires Oct. 21, 1944.

Ralph H. Leonard  
Notary Public.

SEAL



RIGHT-OF-WAY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Eugenia G. Davis by Patricia E. Weelborg, power of attorney, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District #1 Rice County, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution system

over and across the following land owned by Grantor in Rice County, State of Kansas.

an easement forty feet in width over and across the North Half of the Northeast Quarter (N/2 NE/4) of Section Thirty-two (32), Township Twenty (20) South Range Seven (7) West.

an easement forty feet in width along and parallel to the abandoned Railroad track of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Twenty (20) South, Range Seven (7) West.

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 40 feet in width, 20 feet on either side of said line as laid.

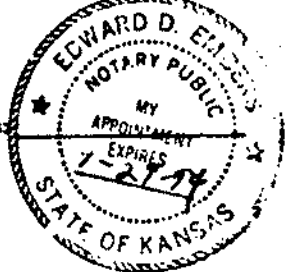
The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said grantors have executed this instrument this 8 day of JUNE, 1992

STATE OF KANSAS # 145
COUNTY OF RICE
Eugenia G. Davis by Patricia E. Weelborg pa.
This instrument was filed for record on the 6 day of May A.D. 1993 at 4:30 o'clock Married Single
P. M. and duly recorded in book Misc. 177 page 475 Eugeneia G. Davis by Patricia E. Weelborg, power of attorney
Blades Meek Spouse
Register of Deeds Fee \$6.00
STATE OF KANSAS
COUNTY OF W. Henderson

BE IT REMEMBERED, that on this 8 day of June, 1992, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Patricia E. Weelborg for Eugenia G. Davis, who is personally known to me to me to be the same person who executed the within instrument of writing and such person duly acknowledges 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.



[Signature]
Notary Public

My commission expires

00175





STATE OF KANSAS,  
COUNTY OF RICE ss.

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 Power 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 Grantor(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 10th day of February, 1950.

WITNESSED BY:

Eugeania Gladys Davis (Seal.)

OK  
RS

Hal A. Davis (Seal.)

STATE OF Kansas  
COUNTY OF Reno ss.

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

Jack L. Powell, Notary Public

My Commission Expires  
MY COMMISSION EXPIRES JANUARY 26, 1953

SEAL

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 Cents (0.50¢)

per rod, for each rod of pipe line laid thereon, to be paid (if and when construction is actually started on premises, survey excepted, 1/we Claus Groth and Dora Groth, husband and wife,

R. R. # 2, Sterling, 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:

The Northeast Quarter (NE 1/4) 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, its 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, 19 56

*Don J. Swin*  
witness

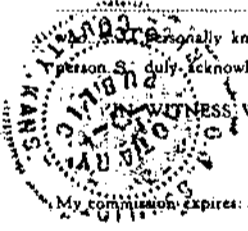
*Claus Groth*  
Claus Groth  
*Dora Ellen Groth*  
Dora Ellen Groth

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,

personally known is me to be the same person who executed the within and foregoing instrument of writing, and as such person he 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.  
*G. W. Schmidt*  
G. W. Schmidt Notary Public.  
My commission expires Nov. 7, 1957



#1520  
PIPE LINE  
RIGHT OF WAY GRANT

From

To  
SKELLY OIL COMPANY

of Sec. Twp.

Rge.

County, Kansas.

State of Kansas, }  
County of Rice }

This instrument was filed for record on the 29 day of May, 19 56, at 8:15 o'clock, P. M. and duly recorded in book 2724, page 580 of the records of said office.

*Sandra D. ...*  
Register of Deeds.

of Sec. Twp.

When recorded, return to  
SKELLY OIL COMPANY  
410 Petroleum Bldg.  
Wichita, Kansas

Photostated  
Indexed  
Checked

MISCELLANEOUS RECORD 51

P

STATE OF KANSAS SS.  
COUNTY OF RICE

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 on page 552.

Helen Stahl, Register of Deeds.

#106

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF One and 00/100 DOLLARS, each 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 damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we, Paul E. Lantz and Deane L. Lantz, his wife, do hereby grant to WHITE EAGLE OIL CORPORATION, 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 220SS, 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 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, who hereby agrees to pay any damage which may arise to crops, fences, stock, 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, heirs or assigns, one by 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 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 thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 28th day of November, 1935.

(SEAL)

Paul E. Lantz (SEAL)

(SEAL)

Deane L. Lantz (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS SS.  
COUNTY OF RICE

Be it remembered, That on this 5 day of December, 1935, before me, the subscriber, a Notary Public in and for 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 testimony whereof, I have hereunto set my hand and seal the day and year last above written.

My commission expires Aug. 28, 1937.

Pat Ludden, Notary Public

SEAL.

## MISCELLANEOUS RECORD 51

STATE OF KANSAS  
SS.  
COUNTY OF RICE

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. on page 553.

Helen Stahl, Register of Deeds.

#108 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 damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we, Mary L. Dewees a single woman, Georgia I. Brown and O. F. Brown, her husband, do hereby grant to WHITE EAGLE OIL CORPORATION, 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:

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.

with ingress and egress to and from same. The said grantors, 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, who hereby agrees to pay any damage which may arise to crops, fences, stock, 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, heirs or assigns, one by 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 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 thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 4th day of September, 1935.

Witness to Mark  
Mrs. Clara Adamson  
Guy Zerbe

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

STATE OF KANSAS, COUNTY OF RICE, SS.

Be it remembered, That on this 5 day of Dec. 1933, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Georgia I. 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. My commission expires Aug. 28, 1937.

Pet Ludden, Notary Public

STATE OF KANSAS, COUNTY OF RICE, SS.

On this 5th day of December, A. D. 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mary L. Dewees, a widow; and to 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 Clara Adamson and Guy Zerbe, as witnesses, and acknowledged 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 seal of office the day and year last above written.

My commission expires Aug. 28, 1937

Pet Ludden, Notary Public, SEAL

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

DII/9154  
Form 763

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 (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and East One-Half Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) section 32, 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 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.

~~I/we hereby agree that the said Grantee, its successors or assigns, may at any time lay or add to the pipe line or lines, along side of the said first line, upon the payment of the same consideration per line as set forth in the right of way, with the same rights and conditions, and the said Grantor shall have the right to change the size of its pipe, the diameter of any or all of its pipes, and the spacing therebetween.~~

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 4th

day of March, 1957.

*Eugenia Gladys Davis*  
Eugenia Gladys Davis

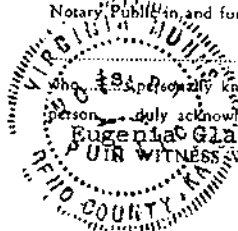
By *V.S. Davis*  
V. S. Davis  
Her Attorney-in-Fact  
Her Attorney-in-Fact

STATE OF KANSAS, }  
COUNTY OF Keno } SS.

BE IT REMEMBERED, That on this 4th day of March, A. D. 1957 before me, a Notary Public in and for said County and State, came V. S. Davis, Attorney in Fact for Eugenia Gladys Davis, a widow,

who is personally known to me to be the same person..... who executed the within and foregoing instrument of writing, and as such person..... duly acknowledged the execution of the same, as the duly authorized Attorney in Fact for Eugenia Gladys Davis.

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



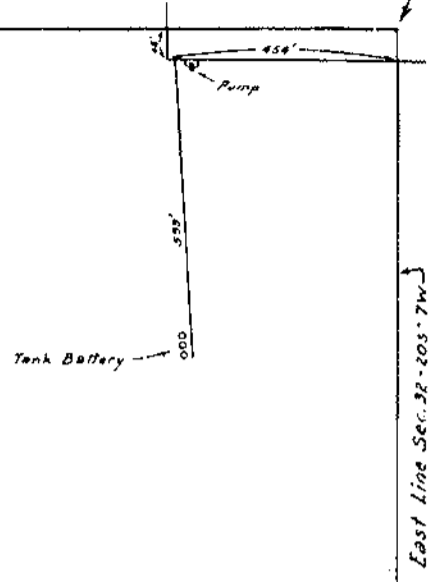
*Virginia Munns*  
Virginia Munns Notary Public.

My commission expires: April 18, 1957

NE Cor. Sec. 32-205-7W

Page #204

North Line Sec. 32-205-7W



N 1/2 NE 1/4 Sec. 32-205-7W

Plat Showing  
 Skelly Oil Company 3 1/2" Crude Oil Pipe Lines  
 in  
 N 1/2 NE 1/4 Sec. 32-205-7W, Rice County, Kansas  
 Scale: 1" = 300'

July 9, 1957

#118  
 PIPE LINE  
 RIGHT OF WAY GRANT  
 From

To  
 SKELLY OIL COMPANY

Reg. of Sec. Top  
 County, Kansas

State of Kansas, Rice  
 County of Rice ss.

This instrument was filed for record on the  
 23 day of July, 1957  
 at 8:15 o'clock, A. M. and duly  
 recorded in book O & G 10 page 203

of the records of said office.  
*Barbara J. Stein*  
 Register of Deeds

of Sec. Twp.  
 When recorded, return to  
 SKELLY OIL COMPANY  
 410 Petroleum Bldg.  
 Wichita, Kansas  
 Photostated  
 Indexed  
 Checked

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this <sup>20<sup>th</sup></sup> day of March, 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 Liability 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 6<sup>th</sup> 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. Buried Pipelines. 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. Obstruction. 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. Crop Damage. 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. Binding Agreement. 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 20<sup>th</sup> day of MARCH, 2008.

Kansas Ethanol, LLC

By: Michael J. Chisam  
Michael J. Chisam, General Manager

"Grantee"

Eugenia Gladys Davis Revocable Trust  
created under instrument dated December 8,  
1994

Eugenia G. Davis Revocable Trust  
By: Patricia E. Weelborg, Trustee  
Patricia E. Weelborg, Trustee

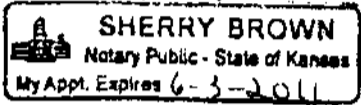
Grantor"

STATE OF KANSAS, COUNTY OF RICE, ss:

BE IT REMEMBERED, that on this 24<sup>th</sup> 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.



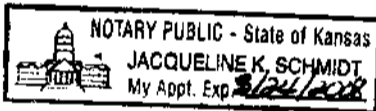
Sherry Brown  
Notary Public

My Appointment Expires: 6-3-2011

STATE OF KANSAS, COUNTY OF DEPHERSON ss:

BE IT REMEMBERED, that on this 20<sup>th</sup> 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.



Jacqueline K. Schmidt  
Notary Public

My Appointment Expires: March 24, 2008

Document #: 200801030 *JmC*  
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  
Rhonda Hunt  
Rice Co., Register of Deeds

# OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 28<sup>th</sup> day of April 20 11  
between Markel Properties, LLC  
PO Box 274  
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:

1. That Lessor, for and in consideration of the sum of ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care and other structures of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Rice State of Kansas and described as follows:

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

containing 240 acres, more or less.

2. This lease shall remain in force for a term of Two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

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

4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantees, this lease shall cover such reversion.

7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation or more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county in case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease for an additional two (2) years from the effective date of this lease, by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acre actually owned by Lessor and Lessor's successors (if any) on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessor's address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.

15. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant additional lease (top lease) covering all or part of the above described lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt via certified mail, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor, based on that certain proposed lessee's bona fide offer.

16. Lessor and Lessee expressly agree, that Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases, in the immediate vicinity thereof, when in Lessee's judgment it is advisable to do so in order to properly develop the acreage covered by this lease with other lands by virtue of the development of directional or horizontal boreholes on such properties so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such combination to be in a unit or units not exceeding 840 acres in the event of either an oil or gas well. Lessee shall execute in writing and record in the records of the county in which the acreage herein leased is situated an instrument identifying the acreage that has been so combined or unitized. The entire acreage so combined into a unit shall be treated for all purposes as if such lands were included in this lease. If production is found on the unitized acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Lessor shall receive on production from a unit so formed only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit for his or her royalty interest therein on an acreage basis bears to the total acreage in the unit.

17. Lessor and Lessee expressly agree, notwithstanding any other provisions of this lease, that during any period, whether before or after the primary term hereof, if a well on the unitized acreage is shut-in and dewatering operations are being conducted, this lease and the unitized acreage including this lease shall be perpetuated by payment of shut-in royalties as previously specified herein. If such payment or tender of payment is made by Lessee it will be deemed that oil and/or gas is being produced within the meaning of the lease upon the unitized acreage.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written. See Rider attached hereto and made a part hereof.

Markel Properties, LLC

By:   
Edward A. Markel, President  
a/k/a Edward Markel

STATE OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_

the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by \_\_\_\_\_

My commission expires \_\_\_\_\_, Notary Public

STATE OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_

the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_, Notary Public

STATE OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_

the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_, Notary Public

STATE OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_

the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_, Notary Public

No. \_\_\_\_\_  
**OIL AND GAS LEASE**

FROM

TO

Date

Section

Twp.

Rge.

No. of Acres

Term

County

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrume

at \_\_\_\_\_

in Book \_\_\_\_\_  
records of this off

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

20

Document #: 201102037  
STATE OF KANSAS  
COUNTY OF RICE

This instrument was filed on 6/30/2011  
At 8:10:00 AM and duly recorded in  
Book: Oil & Gas 150 Page 844  
Fees: \$16

*Richard Hunt/C. Steffer*  
Rice Co., Register of Deeds Deputy

Register of Deeds

STATE OF Kansas

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

COUNTY OF Sedgwick

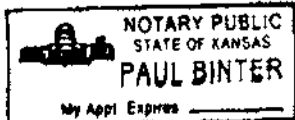
the foregoing instrument was acknowledged before me this 2nd day of May, 2011,  
by Edward A. Markel, of Markel Properties, LLC, a Kansas Limited Liability corporation, on behalf of the  
corporation. a/k/a Edward Markel

My commission expires March 5, 2012

*Paul Binter*

Paul Binter

Notary Public



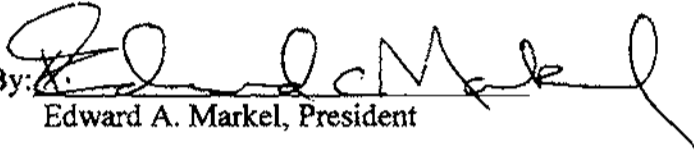
Attached to and made a part of that certain oil and gas lease dated April 28, 2011 by and between Markel Properties, LLC, as Lessor, and CMX, Inc. as Lessee, covering land situated in Rice County, Kansas.

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

By:   
Edward A. Markel, President

000846

State of Kansas,  
County of Rice ss.

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 140 Misc Page 415 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) DOLLARS, 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 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 Ralph Barker and Loretta Barker Covina, California. hereinafter called Grantors, 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:

The Southeast Quarter (SE/4) 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 Ralph Barker  
RALPH BARKER

X Loretta Barker  
LORETTA BARKER

STATE OF California  
COUNTY OF Los Angeles ss.

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

STATE OF KANSAS,  
COUNTY OF RICE ss.

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<sup>1</sup>/<sub>4</sub>) of Section 32, Township 20 South, Range 7 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 grantees, 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 grantee, its success or assigns, shall have the right to change, alter, replace the ground 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 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.

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 Kansas )  
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  
Notary Public

My Commission Expires May 31, 1954  
SEAL

NOTICE OF EXTENSION OF LEASE  
(For Recording)

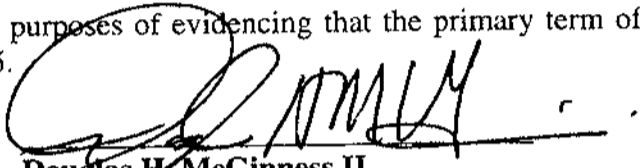
STATE: Kansas

COUNTY: Rice

On March 24, 2011, Margaret A. Scheufler and Lee A. Scheufler, her husband, as Lessor, whose address is 1810 22<sup>nd</sup> 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 }

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: 3/9/2016

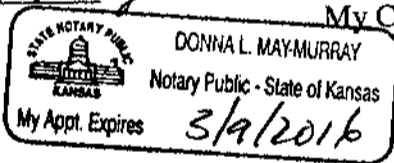
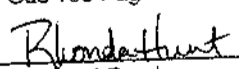


Exhibit "A"

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  
  
Rice Co., Register of Deeds

C  
R



MISCELLANEOUS RECORD 519

STATE OF KANSAS  
COUNTY OF RICE SS

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. on page 558.

Eelen 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 damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, I Augusta L. Lamberson do hereby grant to WHITE EAGLE OIL CORPORATION 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:

South East Quarter Section 32, Township 20, Range 7 West.

with ingress and egress to and from same. The said grantor, 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, who hereby agrees to pay any damage which may arise to crops, fences, stock, 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, heirs or assigns, one by 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 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 thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 11th day of December, 1933.

(SEAL) Augusta L. Lamberson (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)

State of California, County of Los Angeles, SS

Be it remembered, That on this 11th day of December, 1933, before me, the subscriber, a Notary Public in and for 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.

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

My commission expires Apr. 20, 1934.

Mary R. Forbes  
Notary Public.

SEAL

TEMPORARY EASEMENT AGREEMENT

RICE COUNTY, KANSAS

MC 1  
Date:

THIS AGREEMENT, made this 25th day of September, 1991, by and between Kenneth D. Knapp and Eileen P. Knapp, his wife parties of the first part, and Mary Bolton, Howard Hodgson and Charles Gilmore the duly elected and qualified Board of County Commissioners of Rice County, Kansas, parties of second part.

WHEREAS, the parties of the second part intend to improve the channel in the Southeast Quarter (1/4) of Section 32, Township 20 South, Range 7 West, Rice County, Kansas.

and desire to secure an easement for this purpose. The easement desired is described as follows: Commencing at a point Fifty Five feet (55') North and Eight Hundred and Twenty Five Hundredths feet (800.25') West of the Southeast Corner of Section Thirty Two (32), Township Twenty (20) South, Range Seven (7) West, Rice County, Kansas and running thence North Twenty feet (20'); thence West and parallel with the South line of said Section One Hundred Fifty feet (150'); thence South Twenty feet (20'); thence East and parallel with the South line of said Section One Hundred Fifty feet (150') to the place of beginning and containing Sixty Eight Thousandths (0.068) of an Acre more or less.

#324

STATE OF KANSAS }  
COUNTY OF RICE }  
This instrument was filed for record on the 31 day of December A.D. 1991 at 10:20 o'clock a M. and duly recorded in book Misc. 176 page 214  
Madge Meek  
Register of Deeds  
Fee \$6.00

NOW THEREFORE, the parties of the first part, for themselves, their heirs, administrators, executors, or assigns do lease unto the parties of the second part, the above described tract of land and allow the parties of the second part the use of said tract until construction is completed.

IN CONSIDERATION THEREOF, the parties of the second part agree to pay to the parties of the first part Forty-eight and no/100 (\$48.00) Dollars for the 0.068 acres, more or less, of easement.

X Kenneth D. Knapp  
Kenneth D. Knapp  
Party of the first part

X Eileen P. Knapp  
Eileen P. Knapp  
Party of the first part

BOARD OF RICE COUNTY COMMISSIONERS

Mary Bolton  
Howard Hodgson  
Charles Gilmore  
Parties of the second part.

ATTEST:  
Joan Davison, Clerk  
Tennessee  
STATE OF KANSAS, QUINXXXX, ss:

BE IT REMEMBERED, that on this 23RD day of December, 1991, before me, the undersigned, a Notary in and for the County and State aforesaid came Kenneth D. Knapp & Eileen P. Knapp, husband and wife who ~~is~~ (are) personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution thereof.

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

00214

Douglas A. Grindstaff  
Douglas A. Grindstaff, Not. Pub

My Commission expires: 07-24-95

Original Compared with Record

RIGHT OF WAY AGREEMENT  
Rice County, Kansas.

THIS AGREEMENT, made this 25th day of September 1991, by and between Kenneth D. Knapp and Eileen P. Knapp, his wife parties of the first part and Mary Bolton, Howard Hodgson and Charles Gilmore the duly elected and qualified Board of County Commissioners of Rice County, Kansas, parties of the second part.

WHEREAS, the parties of the second part intend to improve the public road through the South side of the Southeast Quarter (1/4) of Section Thirty Two (32), Township Twenty (20) South, Range Seven (7) West, Rice County, Kansas, and desire to secure additional right-of-way for this purpose.

The right of way desired is described as follows: Commencing at a point Thirty feet (30') North and Four Hundred and Twenty Five Hundredths feet (400.25') West of the Southeast Corner of Section Thirty Two (32), Township Twenty (20) South, Range Seven (7) West, Rice County, Kansas and running thence in a Northwesterly direction Two Hundred feet (200') more or less to a point Fifty Five feet (55') North and Six Hundred and Twenty Five Hundredths feet (600.25') West of the Southeast Corner of said Section; thence West and parallel with the South line of said Section Three Hundred Fifty feet (350'); thence in a Southwesterly direction Three Hundred Fifty feet (350') more or less to a point Forty feet (40') North and One Thousand Three Hundred and Twenty Five Hundredths feet (1300.25') West of the Southeast Corner of said Section; thence in a Southwesterly direction One Hundred feet (100') more or less to a point Thirty feet (30') North and One Thousand Four Hundred and Twenty Five Hundredths feet (1400.25') West of the Southeast Corner of said Section; thence East and parallel with the South line of said Section One Thousand feet (1000') to the place of beginning and containing Four Hundred Ten Thousandths (0.410) of an Acre more or less of additional right-of-way.

THEREFORE, the parties of the first part, for themselves, their heirs, administrators, executors, or assigns do lease unto the parties of the second part the above described tract of land and allow the parties of the second part the use of said tract so long as the same is used for road purposes.

For the above consideration the parties of the second part agree to pay to the parties of the first part Two Hundred Eighty-seven and no/100 (\$287.00) for the Four Hundred Ten Thousandths (0.410) acres more or less of additional right of way.

Kenneth D. Knapp  
Kenneth D. Knapp

Eileen P. Knapp  
Eileen P. Knapp

#325  
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 duly recorded in book Misc. 176 page 215  
Douglas A. Grindstaff  
Register of Deeds  
Fee \$6.00

Parties of the first part.

Board of Rice County Commissioners

Mary Bolton  
Howard Hodgson  
Charles Gilmore

Parties of the second part.

State of Tennessee, County, ss.

BE IT REMEMBERED, that on this 23rd day of December A.D. 19 91 before me, the undersigned, a notary public in and for the County and State aforesaid, came Kenneth D. Knapp and Eileen P. Knapp, husband and wife who is personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Douglas A. Grindstaff  
Douglas A. Grindstaff, Not. Pub.

00215

My Commission expires 07-24-95

Original Compared with Record

THE STATE



OF KANSAS

STATE BOARD OF AGRICULTURE  
Sam Brownback, Secretary

DIVISION OF WATER RESOURCES  
David L. Pope, Chief Engineer

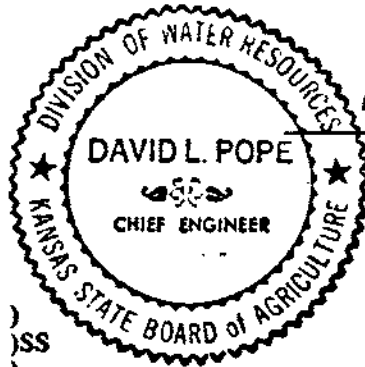
PERMIT NO. SRC-0029

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 1/4 of the SE 1/4 of the SE 1/4 of Section 32, Township 20 South, Range 7 West, and in the NE 1/4 of the NW 1/4 of the NE 1/4 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.



George A. Austin, P.E.  
George A. Austin, P.E., for  
David L. Pope, P.E.  
Chief Engineer  
Division of Water Resources  
Kansas State Board of Agriculture

State of Kansas )  
County of Shawnee )SS

The foregoing instrument was acknowledged before me this 28th day of May, 1992, 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

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

STATE OF KANSAS }  
 COUNTY OF RICE } 68  
 This instrument was filed for record  
 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  
*Madison*  
 Register of Deeds  
*Maubry Adams* fee \$8.00 *dup*

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 18 1994

0391

FEB 18 1994

STATE OF KANSAS  
COUNTY OF RICE

This instrument was filed for record on the 4 day of Feb. A. D. 1942, at 3:15 o'clock P. M., and duly recorded in book 89 Misc. on page 418.

Ruby Banister, Register of Deeds.

GATE VALVE PERMIT

For and in consideration of the sum of \$12.50 Dollars, in hand paid, receipt of which is hereby acknowledged, Ralph 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 connection with the operation of its pipe lines on, over or through certain lands situated in Southeast Quarter Section 32, Township 20 S, Range 7 W, County Rice, State Kansas.

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.

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

Witness:

Ralph Barker (SEAL)  
Adm. of Augusta Lamberson Est. (SEAL)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BE IT REMEMBERED, That on this 20th day of February, 1942, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Ralph Barker, Adm. of Augusta Lamberson Estate, to me 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 TESTIMONY WHEREBY, I have hereunto set my hand and seal the day and year last above written.

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

My commission expires on January 14th, 1945.

SEAL

(Form 4725-4-41)

Jo. E. Paden

Notary Public.

Jo. E. Paden  
Notary Public in and for the County of Los Angeles,  
State of Calif.

BOOK OF RECORDS  
PAGE 418  
This instrument  
book 89 Misc. on page

For and in consid.  
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IN WITNESS WHEREBY

A. J. Hamilton  
NOTARY PUBLIC  
COUNTY OF RICE  
It is remembered,  
of said County and State,  
person named in, and who  
is testimony where  
commission expires July

FRONT  
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# OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 24th day of March 20 11  
between Margaret A. Scheufler and  
Lee A. Scheufler her husband,  
1810 22<sup>nd</sup> Rd., Sterling, KS 67579 hereinafter called Lessor,

and CMX, Inc., 1700 N. Waterfront Parkway, Bldg 300, Suite B., Wichita, KS 67206 hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care and other structures of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Rice State of Kansas and described as follows:

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

containing 160 acres, more or less.

2. This lease shall remain in force for a term of Two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

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

4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantees, this lease shall cover such reversion.

7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation or more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease for an additional two (2) years from the effective date of this lease, by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acres actually owned by Lessor and Lessor's successors (if any) on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessor's address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.

15. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant additional lease (top lease) covering all or part of the above described lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt via certified mail, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor, based on that certain proposed lessee's bona fide offer.

16. Lessor and Lessee expressly agree, that Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases, in the immediate vicinity thereof, when in Lessee's judgment it is advisable to do so in order to properly develop the acreage covered by this lease with other lands by virtue of the development of directional or horizontal boreholes on such properties so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such combination to be in a unit or units not exceeding 640 acres in the event of either an oil or gas well. Lessee shall execute in writing and record in the records of the county in which the acreage herein leased is situated an instrument identifying the acreage that has been so combined or unitized. The entire acreage so combined into a unit shall be treated for all purposes as if such lands were included in this lease. If production is found on the unitized acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Lessor shall receive on production from a unit so formed only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit for his or her royalty interest therein on an acreage basis bears to the total acreage in the unit.

17. Lessor and Lessee expressly agree, notwithstanding any other provisions of the lease, that during any period, whether before or after the primary term hereof, if a well on the unitized acreage is shut-in and dewatering operations are being conducted, this lease and the unitized acreage including this lease shall be perpetuated by payment of shut-in royalties as previously specified herein. If such payment or tender of payment is made by Lessee it will be deemed that oil and/or gas is being produced within the meaning of the lease upon the unitized acreage.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written. See Rider attached hereto and made a part hereof.

X: Lee A. Scheufler  
Lee A. Scheufler

X: Margaret A. Scheufler  
Margaret A. Scheufler





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: Margaret A. Scheufler  
Margaret A. Scheufler

X: Lee A. Scheufler  
Lee A. Scheufler

Photostated \_\_\_\_\_  
Indexed A  
Checked E

#6  
STATE OF KANSAS, COUNTY OF RICE, ss.  
This instrument was filed for record on the 2  
day of January A.D. 1957 at 6:15 A.M., and  
duly recorded in book O & G 7 at page 215

Lawrence D. Doughter 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 Levetta 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 \$50.00 (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 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

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 termination 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 force.

All of the terms and provisions hereof shall be available to and binding upon the respective heirs, executors, administrators and assigns of the parties 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.

Ralph Barker  
Ralph Barker

Loretta Barker  
Loretta Barker

"LESSORS"

Francis M. Raymond  
Francis M. Raymond - Operator

H. C. Bennett  
H. C. Bennett

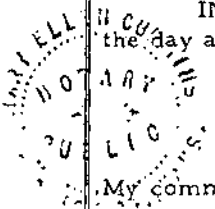
C. E. Gould  
C. E. Gould

"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.

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

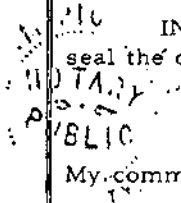
  
Mary Ellen Cummins  
Mary Ellen Cummins Notary Public

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.


  
Tom Pichorius  
Tom Pichorius Notary Public

My commission expires May 11, 1957

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF LOS ANGELES )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 31 day of October, 1956, personally appeared Ralph Barker and LORETTA 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.

  
Ella H. [unclear]  
Ella H. [unclear] Notary Public

My commission expires 1-26-57

111

JK

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")

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 Ted and Debra Scheufler, et al. v. General Host Corporation, Civil Action No. 91-1053-T; and Harvey and Marilyn Willhaus, 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 Scheufler action on June 5, 1998;

STATE OF KANSAS  
COUNTY OF RICE } #2970 SS  
This instrument was filed for record  
on the 18 day of OCTOBER  
A.D. 19 99 at 10:35 o'clock  
A M. and duly recorded in book  
MISC 183 page 47

Madame  
Register of Deeds  
Rhonda Hunt, Dep. \$56.00

00047

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 Cecil W. Miller, et al. v. Cudahy Company, 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 Scheufler 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

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A.D. 19 99 at 10:35 o'clock  
A M. and duly recorded in book  
MSC 183 page 47  
Madame  
Register of Deeds  
Florida Hunt, Inc. \$56.00

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 "Releasers"), 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 "Settlers") (but Releasers 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

- 3 -

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\$56.00

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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 Settlers 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 Settlers 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 Settlers 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 Settlers 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 Settlers 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.

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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 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 Settlers so as to prevent any possibility that DEFENDANTS or other Settlers 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 Settlers, of all claims for any amounts paid by such Other Persons in connection with such a settlement.

5. Releasors shall allow Settlers (and, at Settlers' 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

- 5 -

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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 terms of this Agreement, but, with respect to the Released Claims in Paragraph 2

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 Settlers 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 Willhaus 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 Settlers and shall be an easement in perpetuity in favor of Settlers 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.

- 6 -

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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:

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

- 5 -

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9. In the event that, subsequent to the date of this Agreement, anyone other than Releasers 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.

10. This Agreement and the Settlement Agreement reflect the full and complete 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.

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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:

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  
Kenneth D. Knapp

✓ 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.  
f/k/a General Host Corporation

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

ACKNOWLEDGMENT

State of Tennessee )  
County of Sullivan ) ss.

The foregoing 1999 Agreements were acknowledged before me this 10<sup>th</sup> day of July, 1999, by Kenneth D. Knapp and Fikda P. Knapp, husband and wife.

Walter W. Cox  
Notary Public

My Commission Expires:

4-2-2001

00056

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

PLAINTIFFS:

✓  
\_\_\_\_\_  
Kenneth D. Knapp

✓  
\_\_\_\_\_  
Eileen P. Knapp

✓ *Kenneth D. Knapp*  
\_\_\_\_\_  
Peirce Knapp Farms, Inc., by *PRESIDENT,*  
*KENNETH D. KNAPP,*

\_\_\_\_\_  
Alice Richmond, a single person

\_\_\_\_\_  
Paul Scheufler

\_\_\_\_\_  
Elva Scheufler

\_\_\_\_\_  
Ted Scheufler

\_\_\_\_\_  
Debra Scheufler

\_\_\_\_\_  
Harvey Willhaus

\_\_\_\_\_  
Marilyn Willhaus

\_\_\_\_\_  
Violet Stockham, a single person

DEFENDANTS:

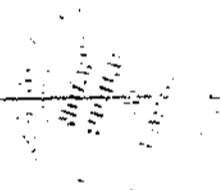
\_\_\_\_\_  
Larry Lakin  
Vice Chairman and Chief Financial Officer  
FNC Holdings, Inc.  
f/k/a General Host Corporation

ACKNOWLEDGMENT

State of Tennessee )  
County of Sullivan ) ss.

The foregoing 1999 Agreements were acknowledged before me this 10<sup>th</sup> day of July, 1999, by Kenneth D. Knapp, President, of Peirce Knapp Farms, Inc., on behalf of said Corporation.

Wystal V. Cook  
Notary Public



My Commission Expires:  
4-2-2001



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

**PLAINTIFFS:**

\_\_\_\_\_  
Kenneth D. Knapp

\_\_\_\_\_  
Eileen P. Knapp

\_\_\_\_\_  
Peirce Knapp Farms, Inc., by

*Alice Richmond*  
\_\_\_\_\_  
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

ACKNOWLEDGMENT

State of Kansas )  
County of Edgewick ) ss.

The foregoing 1999 Agreements were acknowledged before me this 9 day of  
July, 1999, by [Signature]



[Signature]  
Notary Public

My Commission Expires:

5-16-2000

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ACKNOWLEDGMENT

LARRY LAKIN  
Vice Chairman and Chief Financial Officer  
FNC Holdings, Inc.  
f/k/a General Host Corporation

- 9 -

00059

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

PLAINTIFFS:

\_\_\_\_\_  
Kenneth D. Knapp

\_\_\_\_\_  
Eileen P. Knapp

\_\_\_\_\_  
Peirce Knapp Farms, Inc., by

\_\_\_\_\_  
Alice Richmond, a single person

✓ *Paul Scheufler*  
\_\_\_\_\_  
Paul Scheufler

✓ *Elva 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

- 9 -

00061

ACKNOWLEDGMENT

State of Kansas )  
 ) ss.  
County of Reno )

The foregoing 1999 Agreements were acknowledged before me this 10 day of July, 1999, by Paul Schauflee and Elisa Schauflee, husband and wife.

[Signature]  
Notary Public

My Commission Expires:  
9-22-2001



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

date first above written.

PLAINTIFFS:

\_\_\_\_\_  
Kenneth D. Knapp

\_\_\_\_\_  
Eileen P. Knapp

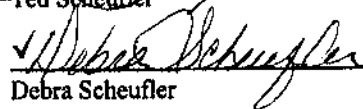
\_\_\_\_\_  
Peirce Knapp Farms, Inc., by

\_\_\_\_\_  
Alice Richmond, a single person

\_\_\_\_\_  
Paul Scheuffer

\_\_\_\_\_  
Elva Scheuffer

  
\_\_\_\_\_  
Ted Scheuffer

  
\_\_\_\_\_  
Debra Scheuffer

\_\_\_\_\_  
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

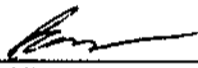
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

ACKNOWLEDGMENT

State of Arizona )  
 ) ss.  
County of Maricopa )



The foregoing 1999 Agreements were acknowledged before me this 9 day of July, 1999, by Ted Schentler and Debra Schentler, husband and wife.

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

My Commission Expires:

12/17/2001

00064

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 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*  
\_\_\_\_\_  
Harvey Willhaus

*Marilyn 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

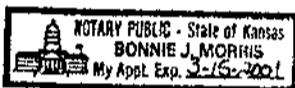
ACKNOWLEDGMENT

State of Kansas )  
 ) ss.  
County of Leaw )

The foregoing 1999 Agreements were acknowledged before me this 9<sup>th</sup> day of July, 1999, by Harvey Willhans and Marilyn Willhans husband and wife.

Bonnie J. Morris  
Notary Public

My Commission Expires:  
3-15-2001





**ACKNOWLEDGMENT**

State of Kansas

County of Reno

The foregoing 1999 Agreements were acknowledged before me this 9<sup>th</sup> day of July, 1999, by Harvey Willhaus and Marilyn Willhaus, husband and wife.

*Bonnie J. Morris*  
Notary Public

My Commission Expires: 03-15-2001



date first

PLAIN

Kenneth

Eileen P

Peirce K

Alice Ri

Paul Sch

Elva Sci

Ted Sch

Debra S

Harvey

Marilyn

*Violet S*  
Violet S

DEBEN

Larry Le  
Vice Ch  
FNC Ho  
f/k/a Ge

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

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*  
\_\_\_\_\_  
Violet Stockham, a single person

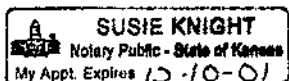
**DEFENDANTS:**

\_\_\_\_\_  
Larry Lakin  
Vice Chairman and Chief Financial Officer  
FNC Holdings, Inc.  
f/k/a General Host Corporation

ACKNOWLEDGMENT

State of Kansas )  
 ) ss.  
County of Rice )

The foregoing 1999 Agreements were acknowledged before me this 08 day of  
July, 1999, by Violet Stockham.

A rectangular notary seal for Susie Knight, Notary Public - State of Kansas. The seal includes the text "SUSIE KNIGHT", "Notary Public - State of Kansas", and "My Appt. Expires 12-10-01".

Susie Knight  
Notary Public Susie Knight

My Commission Expires:

Dec. 10, 2001

00069

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

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

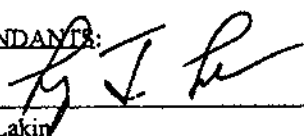
\_\_\_\_\_  
Debra Scheufler

\_\_\_\_\_  
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

ST  
CC

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FNC

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ACKNOWLEDGEMENT

STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

PLAINTIFF

Ted and De  
husband and

Paul and E.  
husband and

Harvey and  
husband and

Kenneth and  
husband and


Violet Stoc  
a single person

Peirce Kna

Alice Richi  
a single person

On this 4th 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 Vice Chairman and CFO of FNC Holdings, Inc., and 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.

  
NOTARY PUBLIC CATHY A. NEUNER  
Notary Public, Macomb County, MI  
My Commission Expires Dec. 21, 2002 *Acting in Oakland*

My Commission Expires:



ATTACHMENT "A"

PLAINTIFF

PROPERTY DESCRIPTION

Ted and Debra Scheufler,  
husband and wife

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

Paul and Elva Scheufler,  
husband and wife

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

Harvey and Marilyn Willhaus,  
husband and wife

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.

Kenneth and Eileen Knapp,  
husband and wife

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

Violet Stockham,  
a single person

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

Peirce Knapp Farms, Inc.

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

Alice Richmond,  
a single person

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