

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Land Title Services, Inc.  
Issuing Office: 136 N. 7th, Salina, KS 67401  
Issuing Office's ALTA® Registry ID: 1041068  
Loan ID No.:  
Commitment No.:  
Issuing Office File No.: T124-26300  
Property Address: 0 S. Halstead Rd.; 0 W Salemsborg Rd., Salina, KS 67401  
Revision No.:

## **SCHEDULE A COMMITMENT**

1. Commitment Date: September 9, 2024 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Richard P. Carlson and Magda Carlson (as to Tracts 1 & 2) (and, as disclosed in the Public Records, has been since November 30, 2001).
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

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# EXHIBIT A

Commitment No.:

File No.: T124-26300

**Tract #1:**

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Fifteen (15) South, Range Three (3), West of the 6th P.M., Saline County, Kansas EXCEPT THE FOLLOWING DESCRIBED TRACT:

A parcel of land located in the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Fifteen (15) South, Range Three (3) West of the 6th P.M., in Saline County, Kansas more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4);  
thence on an assumed bearing of S 00 degrees 38' 49" West along the East line of said Northeast Quarter (NE/4) a distance of 710.92 feet to the point of beginning of the parcel to be described;  
thence continuing South 00 degrees 38' 49" West along said East line a distance of 762.00 feet;  
thence North 85 degrees 11' 07" West a distance of 268.50 feet;  
thence South 34 degrees 39' 44" West a distance of 206.75 feet;  
thence North 00 degrees 28' 08" East a distance of 416.50 feet;  
thence North 87 degrees 08' 07" West a distance of 40.25 feet;  
thence North 01 degree 11' 32" East a distance of 493.44 feet;  
thence South 89 degrees 40' 44" East a distance of 420.27 feet to the point of beginning.  
(except that part taken for road, highway and right-of-way)

**Tract #2:**

The East Half of the Northeast Quarter (NE/4) of Section Six (6), Township Sixteen (16) South, Range Three (3) West of the 6th P.M. in Saline County, Kansas (except that part taken for road, highway and right-of-way)

# SCHEDULE B I COMMITMENT

File No.: T124-26300

Commitment No.:

## REQUIREMENTS

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Record Warranty Deed executed by Richard P. Carlson and Magda Carlson, husband and wife to TBD. (as to Tracts 1 & 2)
  - b. Record Mortgage executed by TBD in favor of To Be Determined in the amount of \$TBD. (as to Tracts 1 & 2)

NOTE: Saline County requires inspection and approval of all septic systems, drinking water wells and lagoons prior to conveyance of real estate. (If applicable)
5. Pay the full consideration to, or for the account of, the grantors or mortgagors
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Provide title company with an "affidavit of title" as provided herein, executed by owners.

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# SCHEDULE B II COMMITMENT

Commitment No.:

File No.: T124-26300

## EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Right or claims of parties in possession not shown by the Public Records.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2024 and thereafter.
8. General Taxes for all of the year 2024 and all subsequent years and all special assessments due and payable therewith.
9. Tract #1
10. Easement in favor of Saline County, Kansas as set out in Book 1247, page 1698 for road, highway & drainage purposes.
11. Oil & Gas Lease in favor of Mast Drilling Inc. as set out in Book 1184, page 1717 & any extensions of record.
12. Oil & Gas Lease in favor of Tahoe Services, LLC as set out in Book 1274, page 1083 & any assignments that follow.
13. Tract #2
14. Right of way in favor of Saline County Highway Dept. as set out in Book 61, page 60.
15. Right-of-way Easement in favor of Rural Water District No. 3 as set out in Book 99, page 648.
16. Grant of Easement in favor of Kansas Independent Network, Inc. as set out in Book 147, page 154.
17. Right-of-Way Easement in favor of Home Telephone Company as set out in Book 172, page 988.
18. Oil & Gas Lease in favor of Mast Drilling, Inc. as set out in Book 1184, page 1720 & any extensions of record.

The mortgage Policy to be issued will include the following endorsements:

(FOR INFORMATIONAL PURPOSES ONLY: The 2023 amount is \$730.26 / \$793.48. For verification parties should contact the County Treasurer in reference to Tract No. 21118; 22069

FOR INFORMATIONAL PURPOSES ONLY:

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**SCHEDULE B II**  
(Continued)

Commitment No.:

File No.: T124-26300

**RECORDING FEES** are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage are \$20.00 for the first page and \$4.00 for each additional page. Checks for these fees should accompany the documents and be made payable to the Register of Deeds.

**ANY DEED** to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

**REAL ESTATE TAXES** are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year, the second half becomes delinquent on May 10 of the following year.

**Note:** If you encounter any problems in regard to title requirements or exceptions, please do not hesitate to call us as 785-823-7223. It has been a pleasure doing business with you.

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# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

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

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

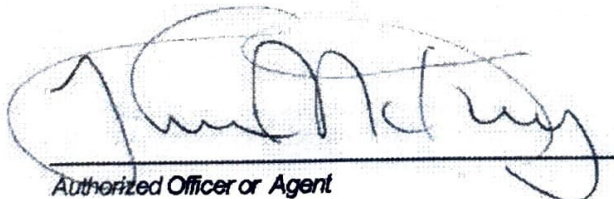
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

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

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

Land Title Services, Inc.

  
Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

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ORT Form 4737 DA  
ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

(T124-26300.PFD/T124-26300/10)

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ORT Form 4767 DA  
ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ORT Form 4757 DA  
ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021



**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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ORT Form 4167 DA  
ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

# Tax Print

## Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
CARLSON RICHARD P & MAGDA	0 S HALSTEAD RD	139-32-0-00-00-001-00-0	UNPLATTED, S32, T15, R3, ACRES 70.44, E/ 2 NE/4 EXC TR BEG 710.92 S NE/C NE/4 TH S 762 W 268.5 SW 206.75 N 416.5 W 40.25 N 493.44 E 420.27 TO POB LESS RW

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
21118	32-15-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2023	425	400	\$8136	\$89.76	\$730.26	\$730.26	0	00PC/14 09
2022	425	400	\$8601	\$89.56	\$770.28	\$770.28	0	00PC/14 09
2021	425	400	\$8685	\$88.79	\$771.16	\$771.16	0	00PC/14 09
2020	425	400	\$8685	\$89.64	\$778.54	\$778.54	0	00PC/14 09
2019	425	400	\$8628	\$89.66	\$773.58	\$773.58	0	00PC/14 09



REBECCA SEEMAN  
REGISTER OF DEEDS SALINE COUNTY KANSAS

Book: 1247 Page: 1698-1699

Receipt #: 79462  
Pages Recorded: 2

CN

Recording Fee: Other  
Rebecca Seeman

Date Recorded: 6/14/2012 3:17:33 PM

EASEMENT

For and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, Richard P. Carlson and Magda Carlson, husband and wife, herein called the "OWNERS," do hereby grant and convey to the County of Saline, State of Kansas, herein called the "COUNTY," an easement for road, highway, and/or drainage purposes in, under, over and through the real property, herein called the "PROPERTY," located in Saline County, Kansas and described in Schedule "A", attached hereto and incorporated herein.

Said easement is granted for all road, and/or drainage purposes permitted by law for so long as the property is necessary for said purposes, including the establishing, relocating, altering, widening, and/or construction of a road, highway, and /or drainage ditch and, is restricted only insofar as hereinafter specifically set forth, to-wit:

OWNERS covenant and warrant that they are seized in an absolute and indefeasible estate of inheritance in fee simple, free of encumbrance in and to the PROPERTY except as follows:

The terms and conditions of this easement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures

this 22nd day of May, 2012.

OWNERS:

Richard P. Carlson  
Richard P. Carlson

Magda E. Carlson  
Magda Carlson

STATE OF KANSAS, COUNTY OF JOHNSON ) SS:

BE IT REMEMBERED that on this 22nd day of May, 2012, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Richard P. Carlson and Magda Carlson, husband and wife, to me personally known to me to be the same persons, who executed the within instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Brian Parsons  
NOTARY PUBLIC

11-30-2013

My Appointment Expires



SCHEDULE "A"

EASEMENT

Saline County, Kansas

Project Nos. 10-5232  
Halstead Road RCB Construction

Owner: Richard P. & Magda Carlson  
9624 W. 116th Place  
Overland Park, KS 66210

DESCRIPTION:

A tract of land in the East Half of the Northeast Quarter of Section Thirty-two (32), Township Fifteen South (T15S), Range Three West (R3W) of the Sixth Principal Meridian in Saline County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence N. 90° 00' 00" W., on an assumed bearing, along the south line of said East Half, a distance of 24.75 feet to a point on the west right of way line of Halstead Road, said point being the POINT OF BEGINNING; thence continuing N. 90° 00' 00" W. along said south line, a distance of 25.25 feet; thence N. 0° 00' 00" E. parallel with said west right of way line, a distance of 1172.68 feet; thence S. 90° 00' 00" E. a distance of 25.25 feet to a point on said west right of way line; thence S. 0° 00' 00" W. along said west right of way line, a distance of 1172.68 feet to the point of beginning.

The above described tract contains 0.680 acres, more or less.

No. 311 Road + Bridge Dept  
attn Jerry Mattison

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 6<sup>th</sup> day of January, 2009

by and between Richard P. Carlson and Magda Carlson, a/k/a Magda E. Carlson, husband and wife

whose mailing address is 9624 W. 116<sup>th</sup> Place, Overland Park, Kansas 66210 hereinafter called Lessor (whether one or more),

and Mast Drilling, Inc.

hereinafter called Lessee:

Lessor, in consideration of One and O.V.C. Dollars (\$1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Saline State of Kansas described as follows to wit:

East Half of the Northeast Quarter (E/2NE/4) less a 7.26 acre tract commencing at the NE corner of said NE/4; thence South along the East line a distance of 710.92' to the point of beginning; thence containing South along the East line a distance of 762.00'; thence NW a distance of 268.30'; thence SW a distance of 206.75'; thence North a distance of 416.50'; thence NW a distance of 40.25'; thence North a distance of 493.44'; thence East a distance of 420.27' to the point of beginning.

In Section 32, Township 15 S, Range 3 W and containing 72.74 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), with an option for 1 year(s) with the payment of \$ 18.00 per year per acre, and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1<sup>st</sup>. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privileges of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record or release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled 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. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage piece in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

SEE ATTACHED ADDENDUM

IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above written.  
Witnesses:

Richard P. Carlson  
Richard P. Carlson

S.S.#X

Magda E. Carlson  
Magda Carlson, a/k/a Magda E. Carlson



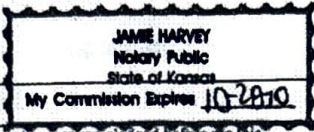
REBECCA SEENAN  
REGISTER OF DEEDS SALINE COUNTY KANSAS  
Book: 1184 Page: 1717  
Receipt #: 03188  
Pages Recorded: 3  
Recording Fee: \$18.00  
Date Recorded: 1/13/2009 3:00:17 PM

STATE OF KANSAS

ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF X Johnson  
 The foregoing instrument was acknowledged before me this X 10 day of X January, 2009  
 by Richard P. Carlson and Magda Carlson, a/k/a Magda E. Carlson.

My commission expires X 10-28-10   
 Notary Public



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_

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

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_

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

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_

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

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

TO \_\_\_\_\_

Date \_\_\_\_\_ Reg. \_\_\_\_\_  
 Section \_\_\_\_\_ Twp. \_\_\_\_\_  
 No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
 County \_\_\_\_\_

STATE OF \_\_\_\_\_  
 County \_\_\_\_\_  
 This instrument was filed for record on the \_\_\_\_\_  
 day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
 in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
 The records of this office.

Register of Deeds  
 By \_\_\_\_\_  
 When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 By \_\_\_\_\_

Of \_\_\_\_\_  
 Corporation, on behalf of the corporation.  
 My commission expires \_\_\_\_\_  
 Notary Public

FORM 14 - (PRODUCER'S SPECIAL) (PAID-UP)

ADDENDUM

Attached to and made a part of that certain Oil & Gas Lease by and between Richard P. Carlson and Magda Carlson and Mast Drilling, Inc., dated January 6, 2009

1. Lessee will pay for all damages to the subject land resulting from spillage and from the laying of pipe lines, travel of heavy equipment, ditching and any other operations incidental to this lease, and to restore, as nearly as is possible, said premises to the same condition and contour as previously existed, upon the termination of this lease.

2. Any salvageable production equipment and/or removable junked equipment and installations shall be removed within six (6) months after termination of this lease.

Signed for identification:

*Richard P. Carlson*  
Richard P. Carlson

*Magda E. Carlson*  
Magda Carlson

16 00 Mast Drilling Inc  
8411 Preston Rd  
Ste 800, LB 38  
.. TX 75225



REBECCA SEEMAN  
REGISTER OF DEEDS SALINE COUNTY KANSAS  
Book: 1274 Page: 1083-1085

Receipt #: 91393  
Pages Recorded: 3

Recording Fee: \$18.00  
*Rebecca Seeman*

Date Recorded: 11/12/2013 9:41:33 AM

LL88.2 MFC  
Form 88 (Producers) Rev. 1-83 (Paid-up)

OIL AND GAS LEASE

Kans. - Okla. - Colo.

THIS AGREEMENT, Entered into this 10th day of September, 2013, between Richard P. Carlson and Magda Carlson, husband and wife, 9824 West 116<sup>th</sup> Place, Overland Park, KS 66210 hereinafter called Lessor, and Tahoe Land Service LLC, 4800 Richmond Square, Suite 108, Oklahoma City, OK 73118, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of ten and more dollars (\$10.00), 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 but not limited to, 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 and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care 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 Saline State of Kansas, and described as follows:

Township 16 South Range 3 West

Section 32: E/2 NE/4 less and except a tract of land described as follows: commencing at the Northeast corner of said NE/4; thence on an assumed bearing of S00deg 38'49"W along the East line of said NE/4 a distance of 710.92 feet to the point of beginning; thence continuing S00deg 38'49"W along said East line a distance of 782.00 feet; thence N85deg 11'07"W a distance of 268.50 feet; thence S34deg 39'44"W a distance of 206.75 feet; thence N00deg 28'08"E a distance of 418.50 feet; thence N87deg 06'07"W a distance of 40.25 feet; thence N01deg 11'32"E a distance of 483.44 feet; thence S88deg 40'44" a distance of 420.27 feet to the point of beginning, of Section 32-16S-3W, Saline, County, KS

Containing 72.7358913 acres, more or less, ("Leased Premises").

2. This lease shall remain in force for a term of THREE (3) 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 pipeline to which Lessee may connect its wells the equal one-eighth (1/8<sup>th</sup>) 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 pipeline or into storage tanks.

4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (1/8<sup>th</sup>) of the proceeds received by the Lessee at the mouth of the well 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, less a proportionate part of the production, severance and other excise taxes, conservation lease, and the costs incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transportation, and marketing, or otherwise making such gas or other substances ready for sale or use. During any period after the expiration of the primary or extended term hereof when neither oil nor gas is being so sold or used and the well or wells are shut in and there is no current production of oil or gas or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net acre retained hereunder such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that oil or gas is being produced within the meaning of the entire lease. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due, but it shall not operate to terminate this lease.

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

6. In the event said Lessor owns a lesser 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 in the 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 the 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 and the capability of production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling operations 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 of 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 provision of this lease. Drilling operations or reworking operations shall be deemed to be commenced when the first material is placed on the Leased Premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

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 terminate, 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. Lessee shall retain a continuing right-of-way and easement over, upon and across all of the leased premises to the extent necessary for Lessee and/or its gas purchaser to conduct its operations on the leased premises or lands spaced thereon, regardless if part of the leased premises revert or be released to Lessor.

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. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease on all or a portion of the Leased Premises for an additional TWO (2) years on or before the expiration of the primary term 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) in and to the portion of the Leased Premises to be extended on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by 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, as may be extended, and while this lease remains in force and effect, Lessor receives from a third party a bona fide offer acceptable to Lessor, to grant an additional lease covering all or part of the Leased Premises, Lessee shall have a continuing right of first refusal to acquire a new lease from Lessor on the same terms and conditions as proposed by the third party. If Lessor receives such an offer from a third party, Lessor shall promptly notify Lessee by certified mail of such offer. Lessee's notice shall contain all written communications that reflect the offer, along with the third party proposed lessee's name, the bonus consideration, term, and royalty consideration together with all other pertinent terms and conditions, along with a copy of the completed lease form proposed to be utilized by the third party, if available. Lessee shall have fifteen (15) days after receipt of Lessee's notice to advise Lessor in writing of Lessor election to enter into an additional oil and gas lease on the same terms and conditions as proposed by the third party. Lessor's failure to notify Lessee of such third party offer as provided for herein and/or the recording of the such additional lease to a third party shall not prejudice Lessee's right of first refusal as provided for herein in any manner.

16. Lessee shall have the right, but not the obligation, to pool all or any part of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this Lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 160 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres, plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to (1) any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so or (2) any governmental section that is larger than 704 acres. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component in the reservoir. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling or reworking operations on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority or as otherwise provided for in this lease and is deemed advisable by Lessee. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Leased Premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable thereafter shall be adjusted accordingly. In the absence of production in paying quantities from a unit, upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

18. Notwithstanding anything contained herein to the contrary, it is the intent of the Lessor to lease, and Lessor does hereby grant, demise, lease and let unto Lessee, all oil, gas and other minerals owned by Lessor in Section 32, Township 16 South Range 63 West, Saline County, Kansas whether or not properly and completely described herein. In the event it is determined that Lessor actually owns more net mineral acres subject to this oil and gas lease than that assumed by the parties in the calculation of the lease bonus paid by Lessee, Lessor and Lessee agree that Lessee shall pay Lessor for such additional net acreage at the same bonus price per acre agreed upon for the execution of this oil and gas lease. Likewise, in the event it is determined that Lessor owns less net acres, or it is determined that Lessor's acreage is currently leased under a prior valid oil and gas lease, then the Lessor agrees to reimburse Lessee for the bonus per acre paid for the acreage not owned by Lessor or under the prior valid oil and gas lease.

IN TESTIMONY WHEREOF, we sign the day and year first above written.

Richard P. Carlson  
Richard P. Carlson

Magda E. Carlson  
Magda Carlson

STATE OF Kansas ) (ACKNOWLEDGEMENT FOR INDIVIDUAL)  
COUNTY OF Johnson ) SS.

The foregoing instrument was acknowledged before me this 2nd day of October, 20 13  
by Richard P. Carlson and Magda Carlson, husband and wife

My Commission expires:  
5-21-17  
Commission Number:

Kevin Mawk  
Notary Public/Signature

Kevin Mawk  
Notary Public/Printed Name



Return to:  
Erin TAHOE LAND SERVICES LLC  
4900 RICHMOND SQUARE, STE 108  
OKC, OK 73118  
Attn: Tammy Ramer

9/16/24, 12:39 PM

Property Owner	Property Address	Parcel Number	Legal Description
CARLSON RICHARD P & MAGDAE	0 W SALEMSBORG RD	183-06-0-00-00-001-00-0	UNPLATTED, S6, T16, R3, ACRES 76.17, E/2 NE/4 LESS RD R/W

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
22069	6-16-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2023	380	400	\$8619	\$92.06	\$793.48	\$793.48	0	081P/0100
2022	380	400	\$9129	\$92.06	\$840.4	\$840.4	0	081P/0100
2021	380	400	\$9216	\$89.87	\$828.28	\$828.28	0	081P/0100
2020	380	400	\$9216	\$91.36	\$841.96	\$841.96	0	081P/0100
2019	380	400	\$9180	\$90.92	\$834.66	\$834.66	0	081P/0100
2018	380	400	\$9012	\$93.48	\$842.46	\$842.46	0	081P/0100

THIS AGREEMENT made and entered into this 13 day of May A.D. 1947 by and between M.T. Anderson 845 So 6th Saline, Mo (Name) (Address) State of Kansas, party of the first part, and the Saline County Highway Department of the State of Kansas, acting for the Saline County, party of the second part,

WITNESSETH, in consideration of \$1, receipt of which is hereby acknowledged, the party of the first part hereby agrees to sell to the party of the second part the following described real estate situated in the County of Saline, State of Kansas, to wit:

North East corner Section 8, Smoky View Township, Saline County all of which being in NE  $\frac{1}{4}$ , Sec 6, T16S, R3W, Saline Co., Kansas

It is understood and agreed that said real estate is acquired by party of the second part for use in constructing and maintaining the County Highway system, and it is further understood that if the road for the right of way of which the above-described real estate or any part thereof is acquired by party of the second part, is hereafter vacated such real estate or interest therein transferred to party of the second part under this agreement and used for right-of-way shall revert to party of the first part, his successors or assigns, unless same shall have been disposed of by party of the second part under the provisions of section 1, chapter 246, Laws of 1931.

Party of the first part agrees that party of the second part may take immediate possession of the above-described real estate, and further agrees to convey same to party of the second part for the consideration hereinafter named on or before the 13 day of May 1947. Party of the second part agrees to purchase the above-described real estate for the purposes above stated, and, to pay therefor the following amount within thirty days after road construction contract for the project has been let, provided warranty deed conveying said property free of encumbrance has been delivered to second party.

(continued)

has been delivered  
COUNTY OF SALINE } as  
FILED FOR RECORD IN MY OFFICE

ON MAY 14 1954 AT

4:00 P.M. AND DAILY RECORDS  
VOL. 61 DEPT. OF REVENUE AT PAGE 60-61  
REG. OF DEEDS

SALINE COUNTY HIGHWAY DEPARTMENT

CONTRACT FOR RIGHT OF WAY  
(continued)  
Page 2.

Misc. Book 47 Page 61

Approximately 3/4 acres additional right of way at \$ 100.00 per acre.....\$           

Approximately        acres for construction easement at \$        per acre.....\$           

Approximately        rods new        fence, at \$        per rod. \$       

Approximately        rods moving        fence, at \$        per rod. \$       

Approximately        rods moving        fence, at \$        per rod. \$       

Approximately        rods moving        fence, at \$        per rod. \$       

General damage.....\$       

.....\$       

.....\$       

Total.....\$       

~~Should the acreage taken or new fence needed for the purposes above stated be more or less than shown above same is to be paid for at the unit prices above set out. Any and all verbal agreements are merged in this written contract and it is understood and agreed that the consideration for said real estate above stated is in full payment for the purchase of said real property and all other damages arising from the transfer of said property and its use for the purposes above set out.~~

SALINE COUNTY HIGHWAY DEPARTMENT  
OF THE STATE OF KANSAS  
BOARD OF COUNTY COMMISSIONERS



Board of County Commissioners

J. E. Davis  
(Chairman)

D. W. Anderson Estate  
M. P. Anderson Trusts  
Party of the First Part

\_\_\_\_\_  
Party of the First Part

\_\_\_\_\_  
Party of the First Part

\_\_\_\_\_  
Party of the First Part

MEMORANDA

Exact and full name of owner, as name appears of record \_\_\_\_\_

If married, full name of spouse..... \_\_\_\_\_

If mortgage or other liens, show names of holders and amounts, \_\_\_\_\_

If an estate, give the names of all the heirs with the share of each. Show names of spouses of such as are married.. \_\_\_\_\_

Form FHA-KS 442-5  
(Rev. 2-17-65)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

**RIGHT-OF-WAY EASEMENT**

Milton T. Anderson & Edna Anderson, his wife  
Laura Thelander ~~of the County of Saline, State of Kansas~~

KNOW ALL MEN BY THESE PRESENTS, that a widow Rural Water  
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water  
District No. 3, 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 lines and appurtenances there to  
over and across the following land owned by Grantor in Saline County, State of Kansas

The East One-half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of  
Section Six (6), Township Sixteen (16) South, Range Three  
(3) West of the 6th P.M.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.  
The easement hereby granted shall not exceed 30 feet in width, the center line thereof to be located across said land as follows:  
15 feet on either side of said water 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 Grantors' 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:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26th day of March  
19 71

Laura Thelander  
Laura Thelander

Milton T. Anderson  
Milton T. Anderson  
Edna Anderson  
Edna Anderson

STATE OF KANSAS ~~THE STATE OF KANSAS~~  
COUNTY OF Saline

BE IT REMEMBERED, that on this 26th day of March, 19 71, before me, the undersigned, a Notary Public,  
in and for the county and state aforesaid, came Milton T. Anderson, Edna Anderson and Laura  
Thelander

who are personally known to me to be the same persons as who executed the within instrument of writing and  
who have acknowledged the execution of the same.



I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
Dorothy M. Kaney  
Notary Public  
January 6, 1975

Milton T. Anderson  
Milton T. Anderson  
Edna Anderson  
Edna Anderson  
Misc. Book 99 Page 648

State of Kansas, Saline County, ss: Filed for record in my Office on May 18, 1971 at 11:00 P.M. and  
duly recorded in Vol 99 of Misc., at Page 648.  
Dorothy M. Kaney  
Register of Deeds

GRANT OF EASEMENT

(Buried and Underground Facilities)

Richard P. Carlson

FOR AND IN CONSIDERATION of the sum of Two hundred ten and 00/100 Dollar(s) (\$ 210.00), the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey, and warrant unto Kansas Independent Network, Incorporated, (Grantee) its successors, assigns, and lessees the right and easement to construct, operate, maintain, replace, and remove such communications systems as the Grantee may from time to time require. Said communications systems shall consist of buried cable or conduit, surface terminals, surface markers (at fence lines, if any) and associated equipment which will be installed, maintained, reinforced, or removed as the Grantee may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over and through the following described real estate located in the County of Saline, State of Kansas. More specifically described as:

A buried cable occupying a one (1) rod wide parcel of land in the E1/2 NE1/4, Section 6, Township 16 South, Range 3 West of the 6th P.M.

Said one (1) rod wide parcel running in a north-south direction along and adjacent to a county road right-of-way along the east line of said E1/2 NE1/4, a distance of 2640' (160 rods). If necessary, said parcel may deviate to go around buildings, structures, trees and inaccessible waste areas.

Grantee agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with Grantor's present, normal usage of the land and to pay for all damage to Grantor's property arising from the Grantee's exercise of the rights herein granted. The Grantor, his heirs or assigns, may cultivate, use, and enjoy the land above described provided such use shall not, in the judgment of Grantee, interfere with or endanger the construction, operation, or maintenance of said lines and provided further that no improvements or buildings shall be constructed on said right of way without the prior written consent of the Grantee.

Signed this 22<sup>nd</sup> day of February, 19 90.

William F. Purdy  
Witness

Richard P. Carlson  
Owner/Grantor Richard P. Carlson

ACKNOWLEDGEMENT

STATE OF New Jersey  
COUNTY OF Middlesex

FILED FOR RECORD IN ANY OFFICE AT  
MARILYN J. DEER  
APR - 5 1990  
AND DULY RECORDED  
154  
Reg. of Deeds

On this the 22<sup>nd</sup> day of February, 19 90, before me, Dolores Wemmer, the undersigned officer, personally appeared Richard P. Carlson, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dolores E. Wemmer  
NOTARY PUBLIC

DOLORES E. WEMMER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 28, 1991  
My Appointment Expires

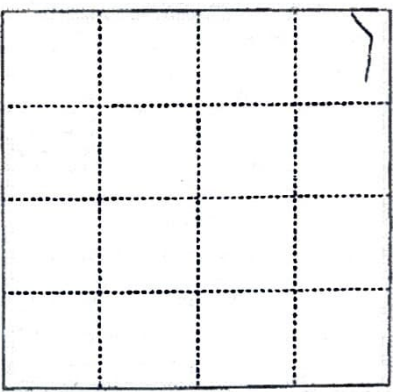


STATE OF KANSAS  
COUNTY OF SALINE }  
FILED FOR RECORD  
IN MY OFFICE AT  
8:00 O'CLOCK  
A.M. MAR 2 - 2000  
AND DULY  
RECORDED  
VOL. 172 OF MISC. INDEX PAGE 982  
REG. OF DEEDS

SA-99-1

**RIGHT-OF-WAY EASEMENT**

Richard P. Carlson



Hereinafter called Grantors (whether one or more), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by HOME TELEPHONE COMPANY, 211 South Main, Galva, Kansas 67443, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, do 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 one or more buried cables for telecommunications services and appurtenances thereto, over, under and across the following land owned by Grantors in \_\_\_\_\_ County, State of Kansas:

E 1/2 NE 1/4, Section 6, Township 16 South, Range 3 West of the 6th P.M.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-described rights are granted. The easement hereby granted shall be one (1) rod in width, the center line thereof to be the first cable installed by Grantee across said land, to be located as mutually agreed by the Grantors and Grantee. All such cables shall be buried to a depth of not less than thirty-six (36) inches.

Grantor, his heirs or assigns, agents and tenants are not responsible for any damage to buried cable or conduct, surface terminals, surface markers and associated equipment which may be installed as provided by this easement provided it is damaged by normal farming operations or provided that grantees are notified prior to any construction in the vicinity of the buried cable.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the initial installation of the structures referred to herein, but Grantee will pay reasonable crop damages with respect to its future exercise of the rights herein granted. Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. 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:

None

The rights herein granted shall constitute covenants running with the above-described lands for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 24<sup>th</sup> day of MARCH, 1999.

Richard P. Carlson  
Richard P. Carlson

PENNSYLVANIA  
STATE OF KANSAS  
COUNTY OF MONTGOMERY

SS:

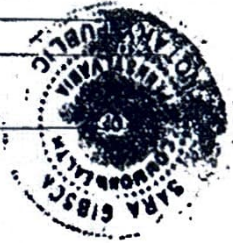
This instrument was acknowledged before me on the 24<sup>th</sup> day of MARCH, 1999  
by Richard P. Carlson, MARRIED

(Name(s) of Grantors)

Sara Gibson  
Notary Public

My Appointment Expires: 1-31-03

Notarial Seal  
Sara Gibson, Notary Public  
Lancaster Boro, Montgomery County  
My Commission Expires Jan. 31, 2003  
Member, Pennsylvania Association of Notaries



ENV:  
RVW, Inc.  
4118 Howard Blvd. PO Box 495  
Columbus, Nebraska 68602-0495



# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 6<sup>th</sup> day of January 2009

by and between Richard P. Carlson and Magda Carlson, a/k/a Magda E. Carlson, husband and wife

whose mailing address is 9624 W. 116<sup>th</sup> Place, Overland Park, Kansas 66210 hereinafter called Lessor (whether one or more),

and Mast Drilling, Inc.

hereinafter called Lessee:

Lessor, in consideration of One and O.V.C. Dollars (\$1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Saline State of Kansas described as follows to wit:

East Half of the Northeast Quarter (E/2NE4) less a 7.26 acre tract commencing at the NE corner of said NE4; thence South along the East line a distance of 710.92' to the point of beginning; thence continuing South along the East line a distance of 762.00'; thence NW a distance of 268.50'; thence SW a distance of 206.75'; thence North a distance of 416.50'; thence NW a distance of 40.25'; thence North a distance of 493.44'; thence East a distance of 420.27' to the point of beginning.

In Section 32, Township 15 S, Range 3 W and containing 72.74 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 YEARS from this date (called "primary term"), with an option for 1 year(s) with the payment of \$ 10.00 per year per acre, and as long thereafter as oil, liquid hydrocarbon, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1<sup>st</sup>. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessor assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record or release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 a lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled 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. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage place in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

SEE ATTACHED ADDENDUM

IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above written.  
Witnesses:

X Richard P. Carlson  
Richard P. Carlson  
S.S.#X [REDACTED]

X Magda E. Carlson  
Magda Carlson, a/k/a Magda E. Carlson



REBECCA BEAMAN  
REGISTER OF DEEDS SALINE COUNTY KANSAS  
Book: 1184 Page: 1717

Receipt #: 03188  
Pages Recorded: 3

Recording Fee: \$18.00  
*Rebecca Beaman*

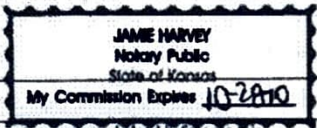
Date Recorded: 1/13/2009 3:00:17 PM

STATE OF KANSAS

ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF X Johnson  
The foregoing instrument was acknowledged before me this X 10 day of X January, 2009  
by Richard P. Carlson and Magda Carlson, a/k/a Magda E. Carlson.

My commission expires X 10-28-10 J. Harvey  
Notary Public



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

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

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

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

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR AN INDIVIDUAL (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

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 instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ The records of this office.

Register of Deeds \_\_\_\_\_

By \_\_\_\_\_

When recorded, returns to \_\_\_\_\_

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
By \_\_\_\_\_

Of \_\_\_\_\_  
Corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_  
Notary Public

FORM # - (PRODUCER'S SPECIAL) (PAID-UP)

ADDENDUM

Attached to and made a part of that certain Oil & Gas Lease by and between Richard P. Carlson and Magda Carlson and Mast Drilling, Inc., dated January 6, 2009

1. Lessee will pay for all damages to the subject land resulting from spillage and from the laying of pipe lines, travel of heavy equipment, ditching and any other operations incidental to this lease, and to restore, as nearly as is possible, said premises to the same condition and contour as previously existed, upon the termination of this lease.
2. Any salvageable production equipment and/or removable junked equipment and installations shall be removed within six (6) months after termination of this lease.

Signed for identification:

*x Richard P. Carlson*  
 Richard P. Carlson

*x Magda E. Carlson*  
 Magda Carlson

16.00 Mast Drilling Inc  
 8411 Preston Rd  
 Ste 800, LB 38  
 " " TX 75225