

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
MEMORANDUM**

TO: Koch Nitrogen Company Facility File
FROM: Everett Spellman *ES*
DATE: September 27, 2005
RE: Documentation from Ford County Register of Deeds

Koch Nitrogen Company's (KNC) RFI Work Plan describes the investigation of SWMU #21 and SWMU #22 which were mud pits that contain the drill cuttings from the UIC Well #2 and UIC Well #3. To locate these SWMUs KNC proposed the use of geophysical techniques. As part of my review, I contacted the Ford County Office of Register of Deeds to inquire of any records that may show the location of the mud pits. Copies of selected records were provided by the Office of Register of Deeds and are attached to this memo.

RCRA



531843

FORD COUNTY

OFFICE OF REGISTER OF DEEDS
 P.O. BOX 1352
 DODGE CITY, KANSAS 67801

Recording For—

DATE	FROM	TO	DESCRIPTION	FEE	
8-4-05	Everett Spellman K O N E B W M 1000 SW Jackson Suite 320 Topeka, Ks. 66612	Reg of Deeds	9 copies @ .75 2 Plates	6	70
				4	00
			Total	10	70
		Please Pay			

RECEIVED
SEP 30 2005
BUREAU OF WASTE MANAGEMENT

PHOTO COPY FEES

WALK-IN'S (REGULAR)	.50
MAILED	\$1.00 PER INSTRUMENT PLUS \$1.00 PER PAGE COPY FEE
FAXED	\$5.00 TO FAX PLUS \$1.00 PER PAGE FEE COPY
PLAT	\$2.00 EACH

RESTRICTIVE COVENANT

Farmland Industries, Inc. is
(are) the owner(s) in fee simple of that certain real
property located in the county of Ford,
Kansas and more particularly described by the following
legal description:

See attached Plat of Survey for
Farmland Industries (Landfill Site)

This space reserved for Register of Deeds

STATE OF KANSAS }
FORD COUNTY } sst

This instrument was filed in this office
on the 31 day of July A.D.
19 95 at 11:50 o'clock A.M.
and duly Recorded in Book 86
at _____ Page 469-472
Fee \$ 1.00
Lucille Hulick
Register of Deeds

by virtue of a deed dated January 27, 19 67, recorded in Book 141,
County Kansas

any improvement to the property and to obtain approval from KDHE in Topeka, Kansas before any work is done to any monitoring devices or systems, before improvement of this site is performed, or before any excavation or construction of permanent structures, drainage ditches, changes to the contour or dirt work, changes in the vegetation grown, production or sale of food chain crops, or removal of any security fencing, signs or devices installed to restrict public access to waste storage or disposal areas.

4. EASEMENT TO KDHE

The Kansas Department of Health and Environment, its successors or assigns and any duly authorized agents or contractors employed by or on behalf of KDHE are hereby granted a permanent easement to enter or come upon the property to perform the following actions:

- a. Complete any work necessary which may be specified in or be a part of a closure plan required to be submitted to the department;
- b. Perform any maintenance or monitoring of any of the waste disposal area during the statutorily required post-closure period;
- c. Sample, repair or reconstruct any environmental monitoring stations constructed as a requirement for operating or post-closure care.

5. DISCLOSURE

Any offer or contract for the conveyance, sale, lease or other interest in the property must contain full and complete disclosure of all terms, conditions and requirements for long term care and land use which is imposed by current statutes, rules and regulations or the site permit existing at the time of the offer or contract. The offer or contract must also contain provisions for proper and continued maintenance of the waste containment system and testing of the monitoring systems.

6. BINDING TERMS

These limitations, restrictions, easements, conditions and covenants shall be permanent and shall run with the land and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the property or any part thereof. These covenants, easements and all related documents can be extinguished only by written agreement between the property owner and the Kansas Department of Health and Environment.

ACKNOWLEDGEMENT

Neal E. Barkley
(Signature) Neal E. Barkley

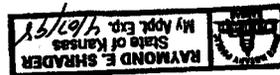
Plant Manager
(Title)

7-31-95
(Date)

STATE OF KANSAS)
) ss:
COUNTY OF Ford)

BE IT REMEMBERED, that on this 31 day of July, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Neal E. Barkley, authorized representative of Farmland Industries company, who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledged the execution of the same to be his/her act and deed.

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

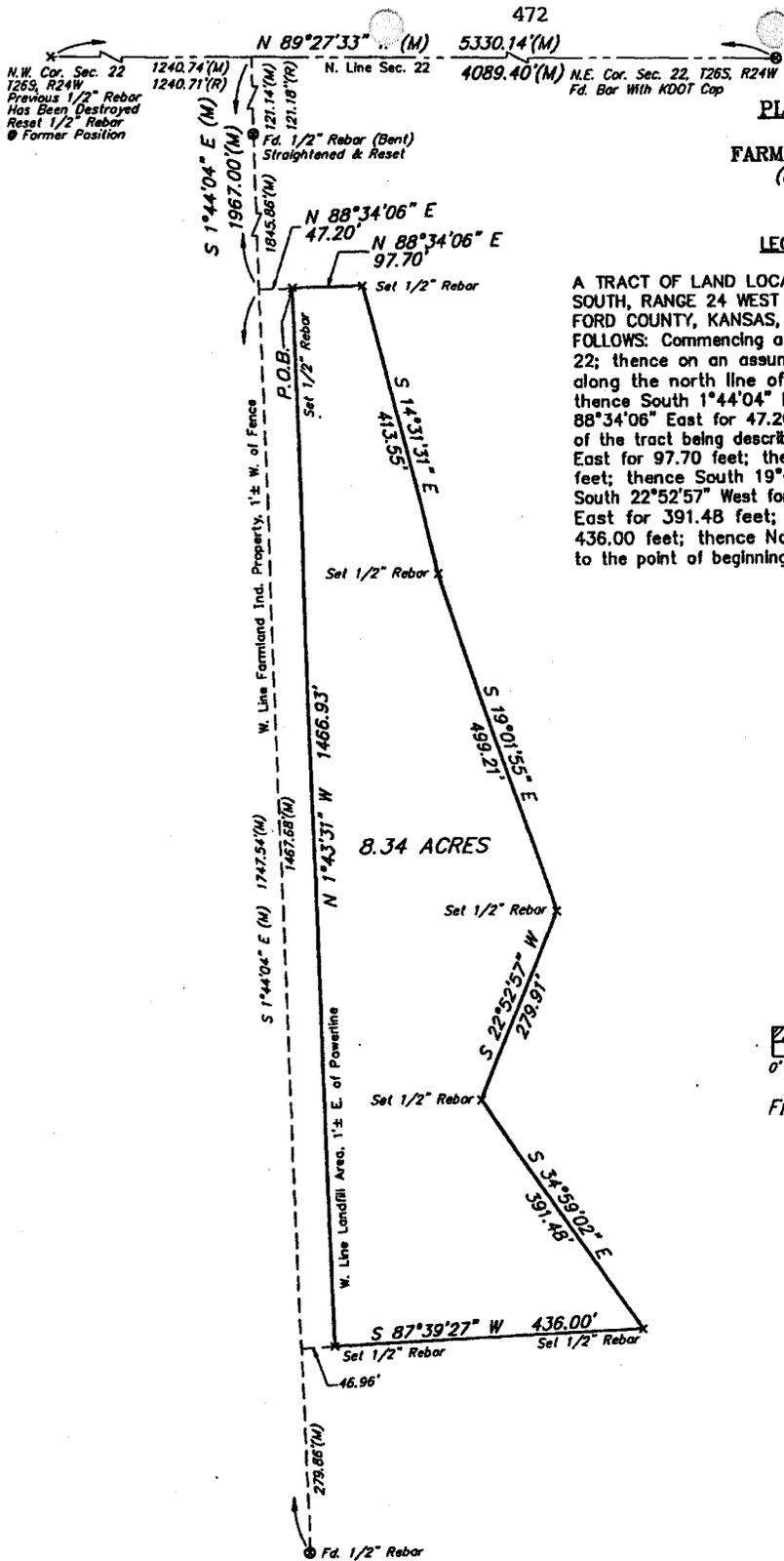


Notary Public

Raymond E. Shrader

My term expires:

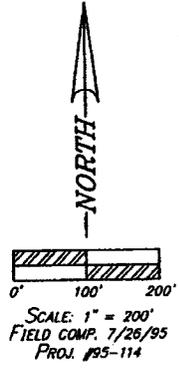
4/07/98



**PLAT OF SURVEY
FOR
FARMLAND INDUSTRIES
(LANDFILL SITE)**

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 22, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at the Northeast corner of said Section 22; thence on an assumed bearing of North 89°27'33" West along the north line of said Section 22 for 4,089.40 feet; thence South 1°44'04" East for 1,967.00 feet; thence North 88°34'06" East for 47.20' to the TRUE POINT OF BEGINNING of the tract being described; thence continuing North 88°34'06" East for 97.70 feet; thence South 14°31'31" East for 413.55 feet; thence South 19°01'55" East for 499.21 feet; thence South 22°52'57" West for 279.91 feet; thence South 34°59'02" East for 391.48 feet; thence South 87°39'27" West for 436.00 feet; thence North 1°43'31" West for 1,466.93 feet to the point of beginning, containing 8.34 acres, more or less.



I hereby certify that the drawing hereon correctly represents a survey made under my supervision and, to the best of my knowledge, property boundary lines have been established, or re-established, in accordance with recorded plats, existing land monuments and/or evidence of obliterated monument locations and other information of record.

- ⊙ Survey Points Found
- × Points Set
- ∟ Not To Scale
- (M) Measured
- (R) Record

Michael D. Klein 1/26/95

REGISTERED
LS-778
KANSAS
LAND SURVEYOR

AGREEMENT AND AMENDMENT TO OIL AND GAS LEASE

THIS AGREEMENT Made and entered into this 15th day of November, 1977, by and between FARMLAND INDUSTRIES, INC., a Kansas Corporation, 3315 North Oak Trafficway, Kansas City, Missouri 64116, hereinafter referred to as Lessor, and PICKRELL DRILLING COMPANY, a Partnership, 205 Litwin Building, 110 North Market Street, Wichita, Kansas 67202, hereinafter referred to as Lessee.

W I T N E S S E T H :

WHEREAS, Farmland Industries, Inc., as Lessor, did sell, convey, and deliver unto J. Fred Hambricht, as Lessee, that certain Oil and Gas Lease dated March 9, 1977, as recorded in Book 27, at Pages 193-194, of the Register of Deeds Office of Ford County, Kansas, covering the following described lands located in Section 22, Township 26 South, Range 24 West, of said County and State, to-wit:

All that part of Lots 1, 2, and 3, and The Northeast Quarter (NE/4), and The East Half of the Northwest Quarter (E/2 NW/4) of Section 22, lying and situated between the North right-of-way line of the Atchison, Topeka & Santa Fe Railway and the South right-of-way line of the U. S. Highway 50 South as presently located; and

A tract commencing at the Northeast corner of the West Half of the Northwest Quarter (W/2 NW/4) of Section 22, thence South along the East boundary line of the West Half of the Northwest Quarter (W/2 NW/4) for 98.5 feet to a point of beginning, which point is on the present South right-of-way line of U. S. Highway 50, thence continuing South along the East boundary line of the W/2 NW/4 of said Section 22 and along the East boundary line of Lot 4 of said Section 22 for 3610 feet to a point on the present North right-of-way line of the AT&SF Railway, thence Southwesterly along the North right-of-way line of said AT&SF railway for 16.15 feet; thence northerly for 3592.8 feet to a point on the existing South right-of-way line of said U. S. Highway 50, which point is 20.6 feet South and 125.45 feet West of the point of beginning; thence Northeasterly along the South right-of-way line of said U. S. Highway 50 for 126.5 feet to the point of beginning, (containing 320.85 acres, more or less)

WHEREAS, in the said lease under Paragraph Number 4 "The lessee . . . and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof . . ."

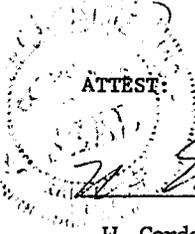
WHEREAS, in said lease under Paragraph Number 5 that portion of the paragraph concerning the delay rental, commencing with the words "unless the lessee . . ." and ending with the words ". . . and administrators of such persons." have been deleted in the paragraph and from the Oil and Gas Lease.

WHEREAS, the parties hereto agree to include a condition and establish an amount for a shut-in royalty payment, as intended under Paragraph Number 4.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed by the parties that that portion of Paragraph Number 4 that reads ". . . and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof. . ." is deleted, and in lieu of the above language, the following words and language shall be included in said lease as though it was originally written in said lease, as follows: "and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to Three Hundred Twenty and 85/100 Dollars (\$320.85)".

All the provisions of this Agreement shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Lessor and Lessee herein.

IN WITNESS WHEREOF, We have hereunto subscribed our names and affixed our seals the day and year first above written.



W. Gordon Leith
Secretary
W. Gordon Leith

LESSOR

FARMLAND INDUSTRIES, INC.

By E. T. Lindsey
E. T. Lindsey, President

Handwritten initials: WTL, RBT, 2/25

LESSEE

PICKRELL DRILLING COMPANY,
A Partnership

C. W. Sebits
C. W. Sebits, Partner and
Attorney-in-Fact

STATE OF MISSOURI)
) ss
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 5th day of December ~~November~~, 1977, by E. T. Lindsey, _____ President of FARMLAND INDUSTRIES, INC., a corporation of the State of Kansas.



My Commission Expires:
4/25/81

Phyllis J. Jennings
Notary Public
PHYLLIS J. JENNINGS

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 15th day of November, 1977, by C. W. Sebits, Partner and Attorney-in-Fact for PICKRELL DRILLING COMPANY, a Partnership.



JoAnn Sarver
JoAnn Sarver, Notary Public

177 9:00 # 36
233-235

Juanita Lucik
Register of Deeds

EXTENSION OF LEASE TERM



File No. 5934

WHEREAS, PICKRELL DRILLING COMPANY

as amended by Agreement dated November 15, 1977 is (are) the owner(s) and holder(s) of an oil and gas lease insofar as it covers the following described land in Ford County, State of Kansas:

All that part of Lots 1, 2, and 3, and the Northeast Quarter (NE/4), and the East Half of the Northwest Quarter (E/2 NW/4) of Section 22, lying and situated between the North right-of-way line of The Atchison, Topeka & Santa Fe Railway and the South right-of-way line of the U.S. Highway 50 South as presently located; and A tract commencing at the Northeast corner of the West Half of the Northwest Quarter (W/2 NW/4) of Section 22, thence South along the East boundary line of the West Half of the Northwest Quarter (W/2 NW/4) for 98.5 feet to a point of beginning, which point is on the present South right-of-way line of U.S. Highway 50, thence continuing South along the East boundary line of the W/2 NW/4 of said Section 22 and along the East boundary line of Lot 4 of said Section 22 for 3610 feet to a point on the present North right-of-way line of the AT&SF Railway, thence Southwesterly along the North right-of-way line of said AT&SF Railway for 16.15 feet; thence Northerly for 3592.8 feet to a point on the existing South right-of-way line of said U.S. Highway 50, which point is 20.6 feet South and 125.45 feet West of the point of beginning; thence Northeasterly along the South right-of-way line of said U.S. Highway 50 for 126.5 feet to the point of beginning,

1 in Section 22, Township 26 South, Range 24 West, which lease is recorded in Book 27, Page 193-194, of the records of said County, and

WHEREAS, said lease*

expires in the absence of drilling operations on March 9, 1978 and the hereinabove named owner (or owners) of said lease desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, do hereby agree that the said term of said lease insofar as the interest of the undersigned in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of 90 days from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

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.

IN WITNESS WHEREOF, this instrument is signed on this the 9th day of February, 1978.

ATTEST:

Signature of W. Gordon Leith, Secretary

FARMLAND INDUSTRIES, INC.

By

E. T. Lindsey, President

WAR RDN

RECEIVED SEP 12 2005 BUREAU OF WASTE MANAGEMENT

STATE OF MISSOURI } COUNTY OF CLAY } ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of February, 1978, personally appeared E. T. Lindsey, President of FARMLAND INDUSTRIES, INC., a corporation of the State of Kansas.

to me well 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.



My commission expires April 25, 1981

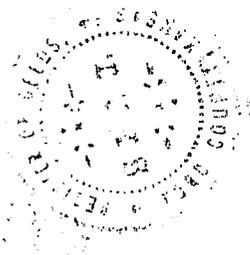
Signature of Phyllis J. Jennings, Notary Public

If lease has heretofore been extended insert in blank, "As heretofore extended on _____, 19____."

STATE OF KANSAS)
FORD COUNTY

This instrument was filed in this office
on the 14 day of Feb A.D.
1978 at 7:00 o'clock A.
and duly Recorded in Book 36
Page 569-570
Fee \$ 5.00

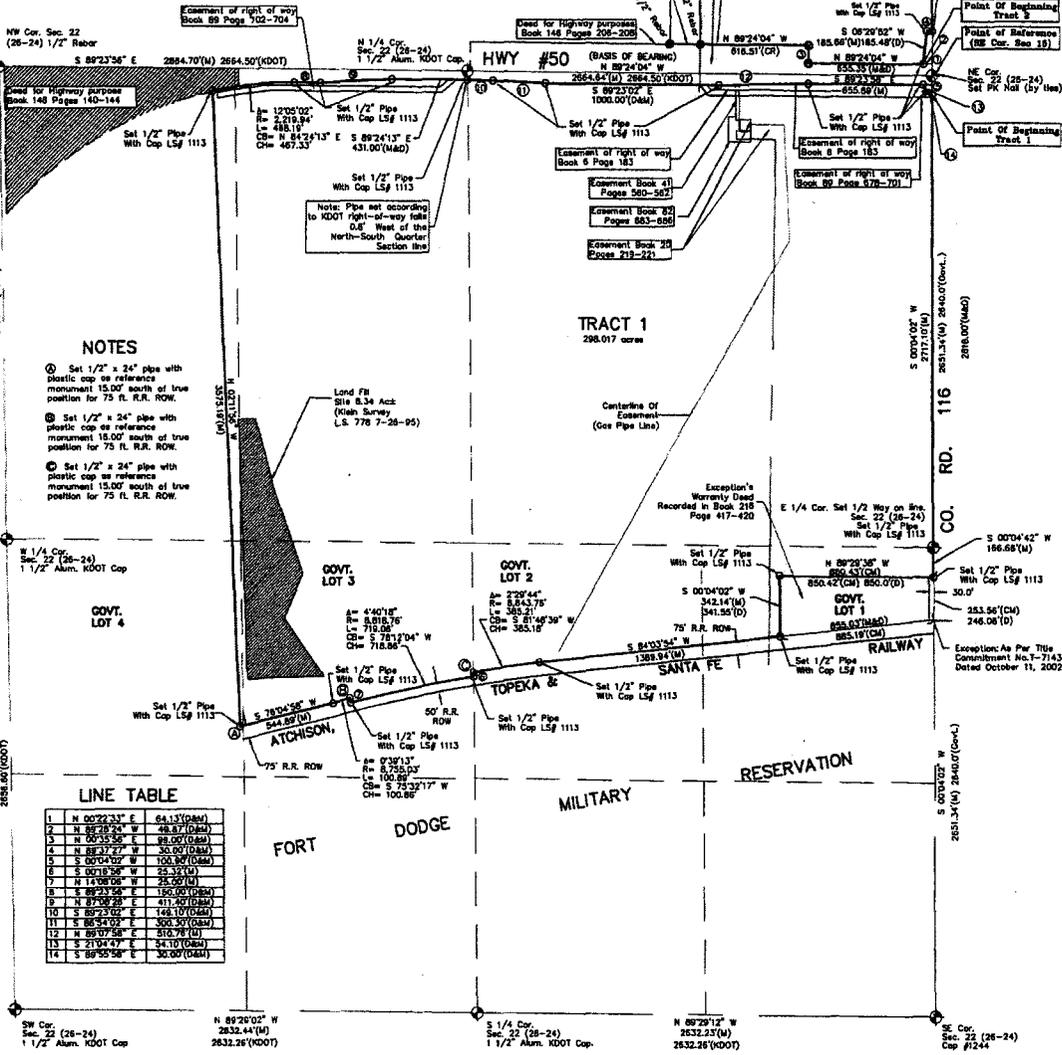
Wanda Beagden
Deputy Register of Deeds





LEGEND

- (M) MEASURED DISTANCE
- (P) PLAT DISTANCE
- (D) DEED DISTANCE
- (R) RECORDED DISTANCE
- (CM) CALCULATED BY MEASURED DISTANCE
- (CR) CALCULATED FROM RECORD VALUE
- (KDOT) DISTANCE FROM KANSAS DEPARTMENT OF TRANSPORTATION
- FOUND CORNER
- SET CORNER
- CENTER LINE
- PROPERTY LINE
- ⊕ SECTION CORNER



NOTES

1. Set 1/2" x 24" pipe with plastic cap as reference monument 15.00' south of true position for 75 ft. R.R. ROW.
2. Set 1/2" x 24" pipe with plastic cap as reference monument 15.00' south of true position for 75 ft. R.R. ROW.
3. Set 1/2" x 24" pipe with plastic cap as reference monument 15.00' south of true position for 75 ft. R.R. ROW.

Note: Pipe set according to KDOT right-of-way table, D.E. West of the North-South Quarter Section line.

LINE TABLE

1	N 00°22'33" E	64.13 (DEED)
2	N 89°28'24" W	48.87 (DEED)
3	N 00°33'36" E	88.00 (DEED)
4	N 89°22'27" W	30.00 (DEED)
5	S 00°04'05" W	100.90 (DEED)
6	S 00°18'58" W	25.32 (M)
7	S 1°13'08" W	25.20 (M)
8	S 89°21'54" E	150.00 (DEED)
9	N 87°08'26" E	411.40 (DEED)
10	S 89°21'02" E	148.10 (DEED)
11	S 88°54'02" E	300.30 (DEED)
12	N 89°07'34" E	510.76 (M)
13	S 73°04'47" E	54.10 (DEED)
14	S 89°55'58" E	30.00 (DEED)

MANAGER:
 FIELD: TG
 OFFICE: JSG
 DWD: JSC
 CHECKED: JMM
 SCALE: 1"=400'
 PROJECT NO.
 JOB: 15240
 DWD: 15240
 SHEET 1 OF 2

**BOUNDARY SURVEY FOR FARMLAND
 DODGE CITY, KANSAS**

**SE 1/4 SEC 15 (26-24)
 SEC. 22 (26-24)
 FORD COUNTY, KANSAS**



DESCRIPTION

BASIS OF BEARING

Tract 1

That part of Government Lots 1, 2, 3, and 4, The Northeast Quarter and the East Half of the Northwest Quarter and a part of the West half of the Northwest Quarter, all located in Section 22, Township 26 South, Range 24 West, of the 5th Principal Meridian, Ford County, Kansas, except that portion deeded for Highway right-of-way purposes, and being more particularly described as follows:

Referring to the Northeast corner of said Section 22, a P.K. nail set using record ties; thence southerly on an assumed bearing of S 00°04'02" W, on the East line of said Section 22, 100.90 feet, to the true point of beginning for the described tract; thence continuing southerly on the last described bearing, 2717.10 feet, to the Northeast corner of a tract described in Book 216, Pages 417-420; thence westerly N 89°29'38" W, on the northerly line of said tract, 880.43 feet, to the Northwest corner of a tract described in Book 216, Pages 417-420; thence southerly S 00°04'02" W, parallel with the East line of Section 22, 342.14 feet, also being the westerly line of described tract, to a point of intersection on the northerly right-of-way line of the Atchison Topeka and Santa Fe Railway; thence westerly S 84°03'54" W, on said northerly right-of-way line, 1389.94 feet, to a point of curvature; thence on a curve to the left, having a radius of 8843.76 feet and a central angle of 02°29'44", with a chord bearing of S 81°48'39" W, a chord distance of 385.18 feet, to a point of intersection on the West line of the Southeast Quarter of said Section 22; thence continuing on the northerly right-of-way line of the Atchison Topeka and Santa Fe Railway on the following bearings and distances: S 00°16'56" W, on the West line of Government Lot 2, 25.32 feet, also being a point on a curve; thence on a curve to the left, having a radius of 8818.76 feet, a central angle of 04°40'18", with a chord bearing of S 78°12'04" W, a chord distance of 718.66 feet; thence northerly N 14°08'06" W, 25.00 feet, to a point on a curve; thence on a curve to the left, having a radius of 8755.03, a central angle of 00°59'13", with a chord bearing of S 75°32'17" W, a chord distance of 100.86 feet to a point of tangency; thence westerly S 76°04'58" W, 544.89 feet; thence departing said right-of-way line northerly N 02°11'56" W, 3575.19 feet, to a point of intersection on the southerly right-of-way line of State Highway No. 50, also being a point on a curve; thence following the southerly right-of-way line of State Highway No. 50 on the following bearings and distances: thence on a curve to the right, having a radius of 2219.94 feet, a central angle of 12°05'02", with a chord bearing of N 84°24'13" E, a chord distance of 467.33 feet; thence easterly and parallel with the North line of the Northwest Quarter of Section 22, S 89°23'56" E, 150.00 feet; thence easterly N 87°08'26" E, 411.40 feet; thence easterly S 89°24'13" E, 431.00 feet; thence easterly S 89°23'02" E, 149.10 feet; thence easterly S 86°34'02" E, 300.30 feet; thence easterly S 89°23'02" E, 1000.00 feet; thence easterly N 89°07'58" E, 510.78 feet; thence easterly S 89°23'58" E, 655.89 feet; thence southeasterly S 21°04'47" E, 54.10 feet; thence easterly S 89°55'58" E, 30.00 feet, to a point of intersection on the East line of Section 22, also being the true point of beginning.

Containing a total calculated area of 298.017 acres, more or less. Subject to all easements, restrictions and reservations of record.

Tract 2

That part of the Southeast Quarter of Section 15, Township 26 North, Range 24 West, of the 5th Principal Meridian, Ford County, Kansas and being more particularly described as follows:

Referring to the Southeast corner of said Section 15, a P.K. nail set by ties; thence northerly N 00°22'33" E, on the East line of the Southeast Quarter of said section, 64.13 feet; thence westerly N 89°28'24" W, 48.87 feet, to a point of intersection on the northerly right-of-way line of State Highway No. 50, also being the true point of beginning for the described tract; thence following the northerly right-of-way line of State Highway No. 50, on the following bearings and distances: westerly N 89°24'04" W, 855.35 feet; thence northerly N 00°35'56" E, 99.00 feet; thence westerly N 89°24'04" W, 616.51 feet, to a point of intersection on the westerly line of said tract as established by boundary line agreement, recorded in Book 65, Pages 112-116; thence northerly N 00°02'29" W, on said westerly line 1731.65 feet, thence easterly and parallel with the South line of the Southeast Quarter of Section 15, S 89°24'04" E, 1333.88 feet, to a point of intersection on the East line of the Southeast Quarter of Section 15; thence southerly S 00°22'33" W, on said East line, 1645.76 feet, to a point of intersection on the northerly right-of-way line of State Highway No. 50; thence westerly N 89°37'27" W, on said northerly right-of-way line, 30.00 feet; thence southerly on said northerly right-of-way line, S 06°29'52" W, 185.66 feet, to the true point of beginning.

Containing a total calculated area of 54.205 acres, more or less. Subject to all easements, restrictions, and reservations of record.

Basis of Bearings—Being N 89°24'04" W, between the Northeast Quarter of Section 22 (26-24), a set PK Nail, and the North Quarter of Section 22 (26-24), a 1 1/2" Aluminum Cop found; Determined by using the nearest NGS or GPS control station and the Trimble 4800 satellite receiver.

STATE OF KANSAS }
FORD COUNTY } ss:

This instrument was filed in this office on the 4th day of Sept. A.D. 2003 at 12:00 o'clock, P.M. and duly recorded in Book 114 at 127 Fee \$16.00
Register of Deeds

Bruce Taylor



This project has been reviewed and approved by the Ford County Administrator/Surveyor.

Edward W. Elam

Date: 9/4/03



Surveyor's Certificate

I, Jayme M. Malone, a Professional Registered Land Surveyor under the laws of the State of Kansas, certify the above survey was executed by me, on the date shown. Permanent monument corners as described in the survey drawing were placed at all missing or re-monumented corners. Distances shown are measured in feet and decimals of a foot.

Signed this 4th day of Sept., 2003.

Jayme M. Malone

Jayme M. Malone
Revised: September 4, 2003.

Kansas L.S. # 1113



MANAGER:

FIELD TO
OFFICE: JSQ
DWK: JSQ
CHECKED: MM
SCALE: 1"=400'
PROJECT NO.
JOB: 15240
DWG: 15240
SHEET 2 OF 2

**BOUNDARY SURVEY FOR FARMLAND
DODGE CITY, KANSAS**

**SE 1/4 SEC 15 (26-24)
SEC. 22 (26-24)
FORD COUNTY, KANSAS**

