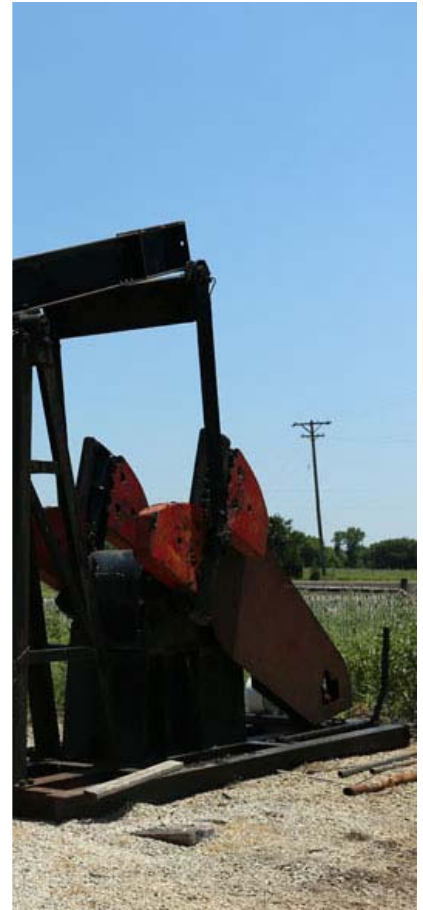


PROPERTY INFORMATION PACKET

THE DETAILS



93 +/- Acres | El Dorado, KS 67042

AUCTION: Friday, August 18th @ 12:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

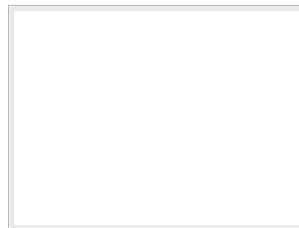
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.

18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

ALL FIELDS CUSTOMIZABLE AUCTION



MLS # 538652
Class Land
Property Type Undeveloped Acreage
County Butler
Area B01 - NW Suburban BTL
Address 0 W Central
Address 2
City El Dorado
State KS
Zip 67042
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	6/22/2017
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	316-945-7400	VOW: Allow 3rd Party Comm	Yes
Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	20015-213-05-0-00-00-021.00	Buyer-Broker Comm	3
Number of Acres	93.30	Transact Broker Comm	3
Price Per Acre		Variable Comm	Non-Variable
Lot Size/SqFt	4064148	Virtual Tour Y/N	
School District	El Dorado School District (USD 490)	Days On Market	34
Elementary School	Jefferson	Cumulative DOM	34
Middle School	El Dorado	Cumulative DOMLS	
High School	El Dorado	Input Date	7/20/2017 5:24 PM
Subdivision	MNONE	Update Date	7/26/2017
Legal	S05, T26, R05E, ACRES 93.3, SW4 EXC BEG 1311.6E SW/C SW4 N46.01 NWLY730 NELY730 SELY60 NELY60 S806.5	Off Market Date	
		Status Date	7/20/2017
		HotSheet Date	7/20/2017
		Price Date	7/20/2017

DIRECTIONS

Directions I-35 & HWY 254 - Exit 71 on I-35 (El Dorado), continue north on exit ramp to Boyer Rd, South on HWY 254, Easy to SW Purity Springs Rd, South to properties.

FEATURES

SHAPE / LOCATION Irregular	UTILITIES AVAILABLE Natural Gas	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Pond/Lake Wooded	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Recreational Other/See Remarks	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Trust
ROAD FRONTAGE Paved State	MISCELLANEOUS FEATURES Mineral Rights Included Other/See Remarks	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Documents Online	SHOWING INSTRUCTIONS Call Showing #	

FINANCIAL

Assumable Y/N	No
General Taxes	\$38.40
General Tax Year	2016
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	

HOA Initiation Fee 0.00
Earnest \$ Deposited With McCurdy Auction LLC Trust

PUBLIC REMARKS

Public Remarks AUCTION TO BE HELD ON FRIDAY AUG 18TH @ NOON Rare investment opportunity! 93+/- acres of undeveloped acreage with prime visibility on the Kansas Turnpike (I-35) and HWY 254 in El Dorado. Bordering both sides of the Kansas Turnpike, this property is located immediately prior to the highly recognizable east traveling "El Dorado" welcome sign. The Kansas Turnpike divides the property into two tracts: 60.60+/- acres directly north and 31.88+/- acres directly south. North tract (60.60+/- acres): Current oil production operated by Big Eight Energy, LLC. South tract (31.88+/- acres) features cedar trees and private pond directly off black-top. The property could be utilized for recreational hunting and fishing grounds or a secluded home site. Approximately 70% percent of the property is classified as "Grass/Pasture" according to the AcreValue by Granular. Soil compositions consist of Dwight silt loam (89.85%), Labette -Dwight complex (0.15%) and oil waste land (2.47%). Mineral interests intact and convey to buyer. Mineral interests include mineral rights for 93 +/- acres and adjacent 7.5 +/- acres. Per seller, royalty interest grossed \$3,104.22 for the June 2016 thru January 2017 production dates and \$1,462.05 for the February thru May production dates. Auction to be conducted off-site at the El Dorado Civic Center located at 201 E. Central Ave, El Dorado, KS 67042. Online bidding available. | View Property Information Packet and preliminary title commitment for all utility and right-of-way agreements. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$15,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	8/18/2017
Auction Location	201 E. Central Ave.	1 - Open Start Time	11:00AM
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	8/18/2017	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	8/17 5:00 pm	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	10.00	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	15,000.00	3 - Open End Time	

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2016 South Central Kansas MLS, Inc. All rights reserved.

SELLER'S PROPERTY DISCLOSURE STATEMENT
For Land Only
(To be completed by Seller)

Seller: _____

Property Address: 0 W. Central - El Dorado, KS 67042 Date of Purchase: _____

Property currently zoned as: _____
 It has been our experience that the transaction runs smoother if all pertinent information to the property is disclosed prior to the actual contract date. Please be as complete and accurate as possible. Attach additional sheets if space is insufficient for all applicable comments. Seller acknowledges and understands that the Broker(s) and potential buyer of the property will rely upon the accuracy of facts and opinions set forth in this statement.

PART I - Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

	None/ Not Incl.	Working	Not Working	Don't Know
WATER SYSTEMS				
Well/Pump _____	☒	☐	☐	☐
Drinking _____ Irrigation _____	☒	☐	☐	☐
Location _____				
Depth _____				
Type _____				
If on well water, has water ever shown test results of contamination? ☐ Y ☐ N				
Is the property connected to ☐ city ☐ rural water systems?				
Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____				
Other _____	☐	☐	☐	☐
Other _____	☐	☐	☐	☐
Other _____	☐	☐	☐	☐
Comments: _____				

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines _____	☐	☐	☐	☒
Septic/Laterals _____	☐	☐	☐	☒
Lagoon _____	☐	☐	☐	☒
Tank Size _____ Location _____	☐	☐	☐	☒
# Feet of Laterals _____				
Other _____	☐	☐	☐	☒
Other _____	☐	☐	☐	☒
Comments: _____				

Part II - Answer questions to the best of your (Seller's) knowledge.

Yes	No	Don't Know	
☐	☒		GAS/ELECTRIC
☐	☐		Is there a propane tank on the property? If yes, is it ☐ owned ☐ leased?
☐	☐		Is gas connected to property?
☐	☐		If not, distance to nearest source? _____
☐	☐		Is electricity connected to property?
☐	☐		If not, distance to nearest source? _____
☐	☐		To your knowledge, is there any additional costs to hook up utilities?
			If yes, please explain: _____
			Comments: <u>Electric transmission line and natural gas pipeline cross the property</u>

Seller's Initials KPR
 Rev 5/01

Buyer's Initials _____
 Form #2532

Yes No Don't Know **Part II (cont'd) - Answer questions to the best of your (Seller's) knowledge.**

DRAINAGE/SEWAGE SYSTEMS

- ☐ ☐ ☒ Is property connected to a public sewer system?
If yes, no explanation required.
- ☐ ☐ ☒ Is there a septic tank/cesspool system serving this property?
If yes, when was it last serviced? Date _____
- ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
- ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
- ☐ ☒ Is the property located in a subdivision with a master drainage plan?
- ☐ ☒ Is so, is this property in compliance?
- ☐ ☒ Has the property ever had a drainage problem during your ownership?
- ☐ ☒ Do you currently pay flood insurance?
- Other drainage/sewage systems and their conditions: _____
- Comments: _____

BOUNDARIES/LAND

- ☐ ☒ Have you had a survey of your property?
- ☐ ☐ ☒ Are the boundaries of your property marked in any way?
- ☐ ☐ ☒ Is there any fencing on the boundary (ies) of the property?
- ☐ ☐ ☐ If yes, does the fencing belong to the property?
- ☐ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
- ☐ ☐ ☒ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
- ☐ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
- ☐ ☐ ☒ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
- Comments: _____

HOMEOWNER'S ASSOCIATION

- ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
- Annual dues \$ _____ Initiation Fee \$ _____
- ☐ ☒ To your knowledge, are there any problem relating to any common area?
- ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
- Comments: _____

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

- Yes No
- ☐ ☒ Asbestos
- ☐ ☒ Contaminated soil or water (including drinking water)
- ☐ ☒ Landfill or buried materials
- ☐ ☒ Methane gas
- ☐ ☒ Oil sheers in wet areas
- ☐ ☒ Radioactive material
- ☐ ☒ Toxic material disposal (e.g., solvents, chemicals, etc.)
- ☐ ☒ Underground fuel or chemical storage tanks
- ☐ ☒ EMF's (Electro Magnetic Fields)
- ☒ ☒ Gas or oil wells in area
- ☐ ☒ Other
- ☐ ☒ To your knowledge, are any of the above conditions present near your property?
- Comments: _____

Seller's Initials KPR
Rev 5/01

Page 2 of 3

Buyer's Initials _____

Form #2532

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

Instant
forms

MISCELLANEOUS

To your knowledge:

- | Yes | No | |
|---|-------------------------------------|---|
| ☒ | ☐ | Are there any gas/oil wells on the property or adjacent property? |
| ☐ | ☒ | Is the present use of the property a non-conforming use? |
| ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| ☒ | ☐ | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |
| Seller owns: | | |
| ☒ | ☐ | Mineral Rights |
| ☐ | ☒ | Crops |
| ☒ | ☐ | Water Rights |
| Comments: <u>Overgrown with red cedar trees</u> | | |

SELLER'S ACKNOWLEDGMENT

Seller acknowledges that: the information contained in this statement is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure Statement; and that the Broker/REALTOR® has not prepared, nor assisted in the preparation of this Statement. Seller hereby indemnifies, holds harmless and releases all Broker/REALTOR® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Statement. Seller hereby authorizes the listing broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the property. *The Commerce Trust Company, a division of Commerce Bank, as Executor of the Marilyn Sue Smith Estate*

Seller _____

Seller _____

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller By: Kevin C. Roberts, Officer 6/22/2017 Seller _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
- I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
- I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

Buyer _____
Date _____

Buyer _____
Date _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 0 W. Central - El Dorado, KS 67042

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☐ Drinking ☐ Other ☒ oil pumping well

Location of Well: North of the turnpike

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☐ NO ☒

If yes, what type? Septic ☐ Lagoon ☐

Location of Lagoon/Septic Access: _____

*The Commerce Trust Company, a division of Commerce Bank, as Executor of the
Marilyn Sue Smith Estate*

By: Kerrie C. Roberts, Officer
Owner

6/22/2017
Date

Owner

Date



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issuing Agent:



Security 1st Title

114 E Central
El Dorado, KS 67042

Title Officer: **Judy Cachard**

Phone: **316-322-8164**

Email: **jcachard@security1stks.com**

(This Commitment is valid only when Schedules A and B are attached)

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This jacket was created electronically and constitutes an original document

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

Or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule A	ISSUING AGENT  Security 1st Title

File No: **2188228**

Title Officer: **Judy Cachard**, Phone: **316-322-8164**, Email: **jcachard@security1stks.com**

1. Commitment Date: **October 31, 2016, at 7:30 a.m.**

2. Policy (or Policies) to be issued: Amount
 - a. ☒ ALTA Owner's Policy of Title Insurance (6-17-06):
Proposed Insured: **For Informational Purposes**

 - b. ☐ ALTA Loan Policy of Title Insurance (6-17-06):
Proposed Insured:

3. **Fee Simple** interest in the Land described in this Commitment is owned, at the Commitment Date, by
Marilyn S. Smith

4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

The Southwest Quarter of Section 5, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas, EXCEPT Beginning at a point which is 1311.60 feet East of the Southwest Corner of said Section 5; thence East 98 feet to a point; thence North 806.55 feet to a point on the South Right-way line of the Kansas Turnpike Authority; thence Southwesterly along said Kansas Turnpike Authority R.W. line to a point opposite to Sta. 6132 + 33.5 of said Kansas Turnpike Authority; thence Southeasterly along KTA R.W. line of the Kansas Turnpike overpass, a distance of 343.3 feet; thence Southeasterly along a circular curve to the left with radius of 460 feet, a distance of 300.13 feet; thence East Tangent to said curve, a distance of 62.95 feet; thence South with a deflection angle of 90°00 right, a distance of 46.01 feet to the beginning of exception. Also, EXCEPT those portions taken for roadway including Kansas Turnpike in Case 23302 and State Highway in Case 22439.

 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule BI	ISSUING AGENT  Security 1st Title

File No: **2188228**

Title Officer: **Judy Cachard**, Phone: **316-322-8164**, Email: **jcachard@security1stks.com**

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) **File a Warranty Deed from Marilyn S. Smith , stating marital status and joined by spouse, if any, to the buyer to be determined..**
- (F) **Recording Information for Butler County, Kansas:**

Recording Fees for documents recorded on or after January 1, 2016 but prior to January 1, 2017:

Deed \$15.00 first page, \$11.00 each additional page thereafter

Mortgage \$15.00 first page, \$11.00 each additional page thereafter

(This fee shall not exceed \$125.00 for recording single family mortgages on principal residences where the principal debt or obligation is \$75,000 or less.)

Mortgage Tax \$0.15 per each \$100.00 of loan amount

Mortgage Release \$14.00 first page, \$4.00 each additional page thereafter

The State of Kansas requires that any deed transferring real estate must be accompanied by the Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds, or from Security 1st Title. Photocopies of the official form will not be accepted.

 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule BII	ISSUING AGENT  Security 1st Title

File No: **2188228**

Title Officer: **Judy Cachard**, Phone: **316-322-8164**, Email: **jcachard@security1stks.com**

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the 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. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final Policy.
7. **General taxes and special assessments for the fiscal year 2015 in the original amount of \$38.32.**
Full Installment: \$38.32 ,
Property I.D. # 102-299000
PIN #102-299000
8. **Lack of access, ingress and egress from subject property to the Kansas Turnpike as taken in District Court Case 23302.**
9. **Borrow Area and Permanent Drainage Easement taken in Kansas Turnpike Condemnation Case 23302.**
10. **An easement for Borrow and land for Highway taken in State Highway 254 Condemnation 22439.**
11. **Utility easement granted to the City of El Dorado over a portion of subject property recorded February 6, 2014 in Book 2014, page 1022, and refiled April 1, 2014 in Book 2014, page 2410..**
12. **Permanent Right of Way granted to the City of El Dorado over a portion of subject property recorded ed February 6, 2014 in Book 2014, page 1021 and refiled April 1, 2014 in Book 2014, page 2409.**
13. **Rights and liabilities in connection with the Upper Walnut Watershed District No 33 over Butler and Chase Counties, Kansas, recorded in Misc .Book 236, page 13.**
14. **Attachment of Territory to Rural High School District No. Jt. 5, Butler County, recorded June 30, 1961 in Misc .book 247,**

page 307.

15. Right of Way Easements granted to Rural Water District No. 2 for pipelines for water over a portion of subject property recorded April 13, 1967 in Misc .Book 268, pages 361 and 363.
16. Right of Way Easement granted to Rural water District No. 2 fro pipelines for water over a portion of subject property recorded January 15, 1965 in Misc. book 266, page 491.
17. Right of Way Easement granted to Kansas Gas and Electric Company over a portion of subject property recorded January 15, 1974 in Misc .Book 309, page 221.
18. Right of Way Easement granted to Kansas Gas and Electric Company over a portion of subject property recorded September 14, 1978 in Book 334, page 288.
19. Right of Way Easement granted to Kansas Gas and Electric Company over a portion of subject property recorded October 19, 1978 in Book 335, page 64.
20. Grant of Right of Way to Western Resources, Inc. it's successors , and assigns for transmission lines over a portion of subject property recorded April 8, 1994 in Book 702, page 285.
21. Terms and conditions of the Access Easement Agreement dated November 4, 1994 between Marilyn Smith, Grantor and Robert White,Grantee for access to an oil and gas lease on an immediately adjoining portion of N/2 SW/4 recorded May 10, 1995 in Book 739, page 109.
22. Rights of parties in possession under unrecorded leases.
23. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
24. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.
25. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1 st Title, 727 N. Waco, Suite 300, Wichita, KS 67203.

Access Easement Agreement

This Access Easement Agreement is made and entered into this 4th day of November, 1994, by and between Marilyn Smith, Grantor, and Robert White, Grantee.

Grantor is the owner of a certain parcel of land in Butler County, Kansas, [the Grantor's Parcel] more particularly described as:

A portion of the North Half (N½) of the Southwest Quarter (SW¼) of Section 5, Township 26 South, Range 5 East, exclusive of portions previously granted to the Kansas Turnpike Authority and the Kansas Department of Transportation.

Grantee owns and operates an oil and gas lease on an immediately adjoining portion of the North Half (N½) of the Southwest Quarter (SW¼) of Section 5, Township 26 South, Range 5 East.

Grantor and Grantee wish to resolve questions about Grantee's right to access to Grantee's oil and gas lease across land owned by Grantor.

Now, for and in consideration of the premises, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

COMP
NUM
CMP
SHO

Grantor's initials MS

Grantee's initials RSW

Grantor hereby grants to Grantee a perpetual non-exclusive easement (Access Easement) in favor of and appurtenant to Grantee's lease over and across the northernmost fifty feet (50') of Grantor's Parcel, for the sole purpose of ingress and egress access to and from Grantee's oil and gas lease. Grantee shall have the right to construct, use, maintain, erect, repair and replace thereon a roadway reasonably necessary to access and operate Grantee's oil and gas lease.

At all times prior to termination of this Access Easement, Grantee shall maintain and use the easement granted across Grantor's Parcel in such as way so the same shall not unreasonably interfere with the normal and customary use of Grantor's Parcel by Grantor. Grantee, at Grantee's expense, shall maintain the easement in a clean, orderly and reasonably attractive manner.

This Access Easement Agreement shall terminate on termination of Grantee's oil and gas lease.

Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against all liabilities, damages, claims, costs and expenses (including reasonable attorney fees) arising out of or in connection with Grantee's use of Grantor's Parcel. Grantor reserves all rights of ownership in and to Grantor's Parcel not inconsistent with the Access Easement, including without limitation, the right to

Grantor's initials MLL

Grantee's initials Bar

grant further easements on, over or across Grantor's Parcel. Grantor further reserves the right to use Grantor's Parcel for all uses not interfering with the use permitted Grantee hereunder.

EXECUTED the day and year first above written.



Marilyn Smith, Grantor

Robert White, Grantee

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 4th day of November, 1994, by Marilyn Smith, Grantor, ~~_____~~


Notary

My Commission expires:

Sept. 24, 1998



grant further easements on, over or across Grantor's Parcel. Grantor further reserves the right to use Grantor's Parcel for all uses not interfering with the use permitted Grantee hereunder.

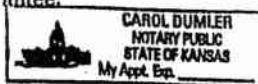
EXECUTED the day and year first above written.


Robert White, Grantee

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 4th day of November, 1994, by _____ Robert F.

White, Grantee.




Notary

My Commission expires: Sept 20, 1998

St. of Kansas - Butler Co. } 55
Recorded May 10, 1995
At 9:30 A.M. #3597
Book 739 Page 109
Fee \$12.00 (4)
Theresa J. McCoy
Marla McCoy-Register of Deeds

RTN-Robert F. White
2400 N. Woodlawn, Ste. 114
Wichita, KS 67220

285-1

29314

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant convey and warrant unto WESTERN RESOURCES INC., (Grantee), its successors, assigns and lessees, the right and easement to erect, install, alter, reconstruct, operate and maintain under varying conditions of operation, renew, replace, relocate, and remove electric transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables and other equipment appurtenant thereto for the transmission and distribution of electric energy in, along, under, across and over certain lands owned by grantor situated in

Butler county, state of Kansas and described as follows:

Two strips of land 20 feet wide, being 10 feet either side of the centerline, said strips located in part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 5, Township 26 South, Range 5 East, more particularly described as follows:

STRIP # 1,

Beginning at a point 770 feet West and 260 feet South of the Northeast Corner of said SW $\frac{1}{4}$; thence North 260 feet to a point.

STRIP # 2,

Beginning at a point 380 feet South and 10 feet West of the Northeast Corner of said SW $\frac{1}{4}$; thence North 80 feet to a point.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs and brush on land adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

RTN: Western Resources, Inc.
(14) 818 Kansas Ave.
Topeka, KS 66612-1217

CCMP
NUM
CHP
SHO

#93-016.02

St. of Kansas - Butler Co. SS
Recorded April 8, 1994
At 11:00 A.M. #2518
Book 702 Page 285
Fee(s) \$10.00 (3)
Marcia McCoy-Register of Deeds

29314

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 the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this 16th day of September, 1991.


Marylyn S. Smith

285-2

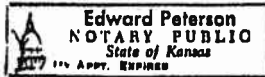
29314

STATE OF KANSAS

) 88

COUNTY OF SEDGWICK

GIVEN under my hand and seal this 18th day September
19 93.



Notary Public Edward Peterson

My Appointment Expires:

2/24/94

RIGHT-OF-WAY EASEMENT

The undersigned do(=) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission or distribution lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Butler County, State of Kansas, to-wit:

The Southwest 1/4 of Section 5, Township 26 South, Range 5 East.

Said electric line consisting of ten poles approximately 260 feet apart to be located approximately twenty-nine feet east of the west line of said Southwest.

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material under or near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 13th day of October 19 78

Venus B. Smith
Venus B. Smith

Marilyn Sue Smith
Marilyn Sue Smith

STATE OF KANSAS,)
Butler COUNTY) ss.

I hereby certify that on this 13th day of October, A.D. 19 78, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Venus B. Smith and Marilyn Sue Smith

~~known to me~~ personally known to be the same person(s) who signed and executed the above instrument, and they each ~~acknowledged~~ acknowledged the execution of the same.

My commission expires Notarial Seal on the day and date last above written.

My Comm. No. 12-12-78

Notary Public

B.L. Stilwell
B.L. Stilwell
R/W No. _____

MISC. BOOK 335 PAGE 64



NSR No _____

WA No _____

MISC. BOOK 335 PAGE 65

APPROVED

ENGINEERING DEPARTMENT

COMPARED _____
NUMERICAL _____
DIRECT _____
INDIRECT _____
REGISTRATION _____

State of Kansas, BUTLER County, ss:

This instrument was filed for record on the

19th day of OCTOBER

A.D. 19 78, at 10:20 o'clock A. M.,

and duly recorded in book 335 of

MISC.

Dixie Rose at page 64

Dixie Rose Register of Deeds.

Deputy.

Fees, \$ 5.00

RIN-K. G. & E.

Box 271 (3)

El Dorado, KS 67042

RIGHT-OF-WAY EASEMENT

The undersigned do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission or distribution lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Butler County, State of Kansas, to-wit:

The Southwest 1/4 of Section 5, Township 26 South, Range 5 East.

Said electric line consisting of ten poles approximately 260 feet apart to be located approximately twenty-nine feet east of the west line of said Southwest 1/4.

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material under or near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 13th day of September 1978
Venus B. Smith
Venus B. Smith

STATE OF KANSAS,)
Butler COUNTY) ss.

I hereby certify that on this 13th day of September, A.D. 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Venus B. Smith and

personally known to be the same person(s) who signed and executed the above instrument, and acknowledged the execution of the same.

and Notarial Seal on the day and date last above written.

Witness my hand and Notary Seal on this 12-12-79

Notary Public B. E. Stillwell

R/W No. _____

BOOK 334 PAGE 288

State of Kansas, Butler County, ss:

This instrument was filed for record on the

11th day of September

A.D. 1978, at 4:50 o'clock P. M.

and duly recorded in book 334 of

Miscellaneous at page 289

Dixie Rose
Dixie Rose
Register of Deeds.

Deputy.

Fees, \$5.00

RTN: K. G. & E. (2)

Box 271

El Dorado, KS 67042



NSR No _____

WA No _____

APPROVED

ENGINEERING DEPARTMENT

RIGHT-OF-WAY EASEMENT

The undersigned as grantor(s) do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantees a Right-of-Way easement to clear timber, trim necessary trees for and build maintain, alter, repair, operate and remove one (1) transmission line consisting of poles, towers, wires, equipment and fixtures over and across the following described lands situated in Butler County, State of Kansas, to-wit:

A strip fifty (50) feet in width across the Southwest 1/4 of Section 5, Township 26 South, Range 5 East being twenty-five (25) feet right and left of a line between a point on the West line of said Southwest 1/4 which point is approximately 1,330 feet North of the Southwest corner thereof and a point on the East line of said Southwest 1/4 which point is approximately 1,330 feet North of the Southeast corner thereof,

with the right of ingress and egress to and from the same. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads and lanes, and shall repair any damage caused by its use thereof.

It is agreed that the above stated approximate location of the center line may be varied not to exceed fifty (50) feet in any direction, and that the final location of this Right-of-Way easement will become fixed within the property by the construction of the electric transmission line.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure or any combustible material, exclusive of crops, within the Right-of-Way. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantees for the purposes hereinbefore granted to said grantees, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantee shall have the right to remove and keep removed all trees and brush from the above described Right-of-Way and may remove or top any other trees adjacent to said Right-of-Way whose height plus ten feet equals or exceeds the horizontal distance from the tree to the nearest conductor wire. All logs, limbs and brush removed by grantee in clearing the Right-of-Way will be burned or removed, unless otherwise mutually agreed between grantor and grantee. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 3rd day of January 1974.

Venus B. Smith
Venus B. Smith

STATE OF KANSAS,
Butler } ss.
COUNTY

I hereby certify that on this 3rd day of January A.D. 1974, before me, the undersigned,

and for the County and State aforesaid, came Venus B. Smith - a widow -

AsX

personally known to be the same person(s) who signed and executed the above instrument, and they each acknowledged the execution of the same.

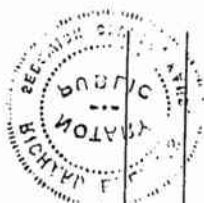
and Notarial Seal on the day and date last above written.

July 18, 1974

Notary Public

Richard E. Lewis

R/W No. 2



NSR No _____

WA No _____

MISC. BOOK 309 PAGE 222

APPROVED

ENGINEERING DEPARTMENT

State of Kansas, Butler County, ss:

This instrument was filed for record on the

15 day of January
A D. 1924 at 4:45 o'clock P M.

and duly recorded in book 309 of

Missouri at page 221
Wm. Rebertus
Register of Deeds.

Deputy.

Fees. \$ 3.00

*Kansas Electric & Electric Co.
P.O. Box 201
Nichols, Kansas 67208
% R.E. Lewis*

(4)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Venus B. Smith, a single female
Ralph E. Smith, Deceased, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. Two, Butler County, Kansas, 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 pipelines for
water

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

Southwest Quarter of Section 5, Township 26, Range 5.

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 20 feet in width, the center line thereof to be located across said land as follows:

being 10 feet East of the east right of way line of the Public Road run-
ning north and south along the west line of said Section 5.

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:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 9th day of June Sept,
19 64.

STATE OF KANSAS

COUNTY OF Butler

SS:

Venus B. Smith
Venus B. Smith, Executor of the
Estate of Ralph E. Smith, Dec.
Venus B. Smith

BE IT REMEMBERED, that on this 9th day of Sept, 19 64, before me, the undersigned, a Notary Public,

in and for the county and state aforesaid, came Venus B. Smith, Executor of the Estate of Ralph
E. Smith, Deceased; Venus B. Smith, a single
who is personally known to me to be the same person who executed the within instrument of writing person,

such person person duly acknowledged the execution of the same.

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

James J. [Signature]
Notary Public

My commission expires: June 30, 1968

GPO: 901410

MISC. BOOK 268 PAGE 336

FHA-KS 442-5 (Rev. 4-18-63)

MISC. BOOK 268 PAGE 364

The undersigned hereby consents to the granting of the above easement.

Lienholder

ATTEST:

STATE OF KANSAS

SS:

COUNTY OF

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____

President of _____

President of _____
a corporation duly organized, incorporated and existing under and by virtue of the laws _____
and _____ Secretary of said corporation, who are personally known to me to be such
officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf
of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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

Notary Public

My commission expires:

STATE OF KANSAS

SS:

COUNTY OF

COUNTY OF _____
BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came _____, who _____ personally known to me to be the same person _____ who executed the within Consent to Easement and such person _____ duly acknowledged the execution of the same.

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

STATE OF KANSAS, BUTLER COUNTY,

This instrument was filed for record on the 13 day of April 1965
at 10:30 o'clock A. M. and duly recorded
in book 368 page 363.

Notary Public

My commission expires:

REGISTER OF DEEDS

8y

Deputy

C.E.N. 135c

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Venus B. Smith, a single person
Ralph E. Smith, Deceased, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. Two, Butler County, Kansas, 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 pipelines for
water

over and across the following land owned by Grantor in Butler County, State of Kansas
Southwest Quarter of Section 5, Township 26, Range 5.

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 20 feet in width, the center line thereof to be located across said land as follows:

being 10 feet north of the north right of way line of the Public Road in
the southwest corner of said Section 5.

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:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 9th day of September, 19 64.

STATE OF KANSAS

SS:

COUNTY OF Butler

Venus B. Smith
Venus B. Smith, Executor of the
Estate of Ralph E. Smith, Dec.
Venus B. Smith

BE IT REMEMBERED, that on this 9th day of September, 19 64, before me, the undersigned, a Notary Public,

in and for the county and state aforesaid, came Venus B. Smith, Executor of the Estate of Ralph
E. Smith, Deceased, + Venus B. Smith, a single
who is personally known to me to be the same person person who executed the within instrument of writing and
such person person duly acknowledged the execution of the same.

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

[Signature]
Notary Public

My commission expires: June 30, 1968

LIENHOLDER'S CONSENT TO EASEMENT

The undersigned hereby consents to the granting of the above easement.

Lienholder

ATTEST:

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____ President of _____

a corporation duly organized, incorporated and existing under and by virtue of the laws _____ and _____ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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

Notary Public

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came _____

who _____ personally known to me to be the same person _____ who executed the within Consent to Easement and such person _____ duly acknowledged the execution of the same.

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

STATE OF KANSAS, BUTLER COUNTY; SS

This instrument was filed for record on the
13 day of April 1965
at 10:30 o'clock P.M. and duly recorded
in book 268 page 361

Notary Public

My commission expires: _____

REGISTER OF DEEDS

By _____ Deputy

C.E.N. 135c

307

Form 43

ATTACHMENT OF TERRITORY TO RURAL HIGH SCHOOL
APPROVAL OF RESOLUTION AND ORDER OF ATTACHMENT

Pursuant to the presentation of a petition for the attachment of territory described below to Rural High School District No. Jt. 5, Butler County, Kansas, to the school board of said district, and the approval by resolution of said attachment by said board ~~XXX~~ (we), L. H. West & R. H. Saft the County Superintendent (s), of the County or Counties involved, hereby approve said attachment and publish this the order of said action.

Description of Territory: Section 5; the South $\frac{1}{2}$ and Northeast $\frac{1}{4}$ of Section 4, all in Township 26 South, Range 5 East, in Butler County, Kansas.

STATE OF KANSAS, BUTLER COUNTY, SS

This instrument was filed for record on the 30 day of June 1961
at 10:30 o'clock AM and duly recorded
in book 247 page 307

Diana Jones
REGISTER OF DEEDS

L. H. West Co. Supt. R. H. Saft Co. Supt
Butler County Sedgwick County
Co. Supt. Co. Supt
County County

This form prepared and furnished by the
State Department of Education, Topeka, Kansas

Adel F. Throckmorton
State Superintendent of
Public Instruction

13

1082114

In the Matter of the Upper Walnut Watershed District, Number 33, Butler and Chase Counties, Kansas.

P E T I T I O N

Come now the undersigned persons and state that they are landowners within the proposed boundaries of the aforementioned watershed District, hereinafter more fully described, and that each signer states that his respective post office address is set forth beside his name. That the purpose for which this District is organized is for the prevention of soil erosion; soil conservation, and as a flood control and water conservation measure. That a ~~Steering Committee~~ Steering Committee Board of Directors for the management and operation of the District is hereby fixed and constituted within 15 members; that the names of persons who will serve on the ~~original Board of Directors~~ Steering Committee of which the first named shall be acting chairman, and their respective addresses and terms of office are as follows:

<u>Director</u>	<u>Address</u>	<u>Term of Office (yrs)</u>
J. R. Nuttle	RT #1, El Dorado	1
John Templeton	RT #1, Burns	1
Ray Rutherford	RT #2, Leon	1
Lewis Vogelman	Cassoday	1
Burgess H Pullinwinder	RT #1, El Dorado	1
Homer Milbourn	RT #4, El Dorado	2
A. H. Gish	319 1/2 S. Main, El Dorado	2
Jim Vestring	Burns	2
Carl Paulson	RT #4, El Dorado	2
Norman Sundgren	RT #4, El Dorado	2
Bruce Cunningham	RT #4, El Dorado	3
Guy Faulkner	RT #3, El Dorado	3
Vernon Walters	Burns	3
T. L. Mickle	Ingusta	3
Clarence Wilke	1535 Country Club Rd., El Dorado	3

That attached hereto, marked "Exhibit A" and made a part hereof, as fully as if set forth herein, is a map showing the lands proposed to be included in the District and of the Watersheds therein.

That the proposed lands within the District and Watershed are described as follows:

Chase County

Township 22 South, Range 7 East:

Section 33: S $\frac{1}{2}$ FO SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 34: S $\frac{1}{2}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 35: S $\frac{1}{2}$ of SE $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$

Butler County

Township 23 South, Range 5 East:

Section 10: S $\frac{1}{2}$ of SE $\frac{1}{4}$
 Section 11: S $\frac{1}{2}$ of SW $\frac{1}{4}$
 Section 12: S $\frac{1}{2}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SE $\frac{1}{4}$
 Section 13: All
 Section 14: S $\frac{1}{2}$; NW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ OF NE $\frac{1}{4}$
 Section 15: S $\frac{1}{2}$; NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$
 Section 16: SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$
 Sections 21, 22, 23, 24, 25, 26, 27 and 28: All
 Section 29: SE $\frac{1}{4}$; E $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 32: E $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$
 Sections 33, 34, 35 and 36: All

Township 23 South, Range 6 East:

Section 1: SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 3: SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$
 Section 4: S $\frac{1}{2}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 5: SE $\frac{1}{4}$ of SE $\frac{1}{4}$
 Section 7: S $\frac{1}{2}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 8: S $\frac{1}{2}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$
 Sections 9 and 10: All
 Section 11: S $\frac{1}{2}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$
 Section 12: S $\frac{1}{2}$; NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; NE $\frac{1}{4}$ of NW $\frac{1}{4}$
 Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36: all

Township 23 South, Range 7 East:

Section 1: S $\frac{1}{2}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$
 Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36: All

MISCELLANEOUS RECORD 236

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Township 23 South, Range 8 East:

Section 6: Lot 24; Lot 25, Lot 26
 Section 7: Lots 5, 6, 7, 8, 9, 10, 19, 20, 21, 22
 23 and 24
 Section 18: Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 17,
 13, 19, 20, 21, 22, 23, 24, 25, 26 and 27
 Section 19: SE $\frac{1}{4}$; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
 22, 23, 24, 25, 26, 27 and 28
 Section 20: SW $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 29: W $\frac{1}{2}$ of NW $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; Lot 1; N $\frac{1}{2}$ of Lot 2
 Section 30: All
 Section 31: E $\frac{1}{2}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; Lots 1, 2, 3, 4, 5,
 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,
 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and
 28

Township 24 South, Range 4 East:

Section 25: E $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$
 Section 36: E $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$

Township 24 South, Range 5 East:

Sections 1, 2, 3 and 4: all
 Section 5: E $\frac{1}{2}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$
 Section 8: E $\frac{1}{2}$; W $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$
 Sections 9, 10, 11, 12, 13, 14, 15, 16 and 17: All
 Section 18: E $\frac{1}{2}$ of E $\frac{1}{2}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$
 Section 19: E $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$
 Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
 31, 32, 33, 34, 35 and 36: all

Township 24 South, Range 6 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and
 36: all

Township 24 South, Range 7 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and
 36: all

Township 24 South, Range 8 East:

Section 6: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26,
 27 and 28
 Section 7: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17,
 18, 19, 20, 21, 22, 23, 24, 25 and 26
 Section 18: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
 and 27
 Section 19: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 18, 19,
 20, 21, 22, 23, 24 and 25
 Section 30: Lots 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20,
 21, 22, 23, 24 and 25
 Section 31: Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 17,
 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27

Township 25 South, Range 4 East:

Section 1: E $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$
 Section 13: E $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$

Township 25 South, Range 5 East:

Sections 1, 2, 3, 4, 5 and 6: all
 Section 7: $E\frac{1}{2}$; $S\frac{1}{2}$; $E\frac{1}{2}$ of $N\frac{1}{2}$; $N\frac{1}{2}$ of $W\frac{1}{2}$
 Section 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
 21, 22, 23, 24, 25, 26, 27, 28 and 29: all
 Section 30: $E\frac{1}{2}$; $E\frac{1}{2}$ of $S\frac{1}{2}$
 Sections 31, 32 and 33: all
 Section 34: That portion lying outside the corporate
 limits of the City of El Dorado
 Section 35: That portion lying outside the corporate
 limits of the City of El Dorado
 Section 36: That portion lying outside the corporate
 limits of the City of El Dorado

Township 25 South, Range 6 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and
 36: all

Township 25 South, Range 7 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and
 36: all

Township 25 South, Range 8 East:

Section 6: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27 and 28
 Section 7: Lots 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19,
 20, 21, 22, 23, 24, 25 and 26
 Section 18: Lots 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20,
 21, 22, 23, 24 and 25
 Section 19: Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16,
 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 and 28
 Section 30: $W\frac{1}{2}$ of $NE\frac{1}{4}$; $W\frac{1}{2}$ of $SE\frac{1}{4}$; $SE\frac{1}{4}$ of $SE\frac{1}{4}$; Lots 1,
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
 26, 27 and 28
 Section 31: $NE\frac{1}{4}$; $N\frac{1}{2}$ of $SE\frac{1}{4}$; Lots 1, 2, 3, 4, 5, 6, 7, 8,
 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,
 20, 21, 22, 23, 24 and 25
 Section 32: $NW\frac{1}{4}$; $N\frac{1}{2}$ of $SW\frac{1}{4}$; $S\frac{1}{2}$ of Lot 1; $N\frac{1}{2}$ of Lot 2

Township 26 South, Range 4 East:

Section 1: $E\frac{1}{2}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$; $SW\frac{1}{4}$ of $SW\frac{1}{4}$; $SE\frac{1}{4}$ of $NW\frac{1}{4}$
 Section 12: $E\frac{1}{2}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$; $E\frac{1}{2}$ of $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $NW\frac{1}{4}$
 Section 13: $NE\frac{1}{4}$; $E\frac{1}{2}$ of $NW\frac{1}{4}$; $E\frac{1}{2}$ of $SE\frac{1}{4}$; $NW\frac{1}{4}$ of $SE\frac{1}{4}$
 Section 24: $SE\frac{1}{4}$ of $SE\frac{1}{4}$
 Section 25: $E\frac{1}{2}$ of $NE\frac{1}{4}$; $E\frac{1}{2}$ of $SE\frac{1}{4}$
 Section 35: $SE\frac{1}{4}$ of $SE\frac{1}{4}$
 Section 36: $E\frac{1}{2}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$; $SW\frac{1}{4}$ of $SW\frac{1}{4}$; $SE\frac{1}{4}$ of $NW\frac{1}{4}$

Township 26 South, Range 5 East:

Section 1: That portion lying outside the corporate limits
 of the City of El Dorado
 Section 2: That portion lying outside the corporate limits
 of the City of El Dorado
 Section 3: That portion lying outside the corporate limits
 of the City of El Dorado

Township 26 South, Range 5 East (Continued)

Sections 4, 5, 6, 7, 8 and 9: all
 Section 10: That portion lying outside the corporate limits of the City of El Dorado
 Section 11: That portion lying outside the corporate limits of the City of El Dorado
 Section 12: That portion lying outside the corporate limits of the City of El Dorado
 Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36: all

Township 26 South, Range 6 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24: all
 Section 25: Lot 6; W $\frac{1}{2}$ of Lot 2
 Section 26: N $\frac{1}{2}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; Lots 1, 2, 3, 4, 5 and 6
 Sections 27, 28, 29, 30, 31, 32 and 33: all
 Section 34: NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$

Township 26 South, Range 7 East:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10: all
 Section 11: NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 12: N $\frac{1}{2}$ of NW $\frac{1}{4}$; N $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 15: NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NW $\frac{1}{4}$
 Section 16: W $\frac{1}{2}$, NE $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$
 Sections 17 and 18: all
 Section 19: N $\frac{1}{2}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$; N $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 20: N $\frac{1}{2}$
 Section 21: N $\frac{1}{2}$ of NW $\frac{1}{4}$

Township 26 South, Range 8 East:

Section 6: Lots 6, 7, 8, 9, 10, 23, 24 and 25

Township 27 South, Range 4 East:

Section 1: All
 Section 2: E $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$
 Section 11: SE $\frac{1}{4}$; E $\frac{1}{2}$ of NE $\frac{1}{4}$
 Sections 12 and 13: all
 Section 14: E $\frac{1}{2}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$
 Section 23: That portion of the E $\frac{1}{2}$ lying outside the corporate limits of the City of Augusta
 That portion of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ lying outside the corporate limits of the City of Augusta
 Sections 24 and 25: all

Township 27 South, Range 4 East (contd)

Section 26: E $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$
 That portion of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying outside the corporate limits of the City of Augusta
 That portion of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying outside the corporate limits of the City of Augusta
 Section 35: E $\frac{1}{2}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 36: All

Being rerecorded to correct legal description

Date Recorded: 4/1/2014 11:59:54 AM

Re-Rec RIN: (4)
RTN: City of El Dorado
(4) PO Box 792
El Dorado, KS 67042

Being rerecorded to correct legal description

UTILITY EASEMENT

STATE OF KANSAS, COUNTY OF BUTLER:

~~\$1.00~~ **\$825.00**

For and in consideration of the sum of ~~\$1.00~~ and other valuable considerations receipt and sufficiency of which is hereby acknowledged, the undersigned Marilyn S Smith do hereby grant, convey and warrant to the City of El Dorado, Kansas, a municipal corporation, its successors and assigns, a 15' Utility Easement in such City over and across the following described real estate in Butler County, Kansas, to-wit:

Utility Easement

Beginning at a point which is 1409.60' +/- East of the Southwest Corner of Section 5, Township 2.6 South, Range 5 East of the Sixth Principal Meridian in Butler County, Kansas; thence East along the South line a distance of 1215 +/- feet; thence North perpendicular to said South line, a distance of 15 feet; thence West parallel with section line of said section, a distance of 1215 +/- feet to said West line thence South perpendicular to said South Line 15 feet thence East parallel with section line of said section 1215 +/- feet to the Point of Beginning. This does not include the existing 25 foot Right-of-way or proposed 30 foot Right-of Way.

All disturbed areas due to construction activities will be seeded and restored, free of debris and rocks greater than one half inch in diameter.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns, so long as the same shall be in use by grantee for such purposes.

Executed this 28 day of January, 2014.

Re-Recording

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2014 Page: 2410

Receipt #: 94130

Total Fees: \$8.00

Pages Recorded: 1

Date Recorded: 4/1/2014 11:59:55 AM

Marilyn S Smith

Marilyn S Smith
Signature

Marilyn S. Smith
Printed name & title



STATE OF KANSAS }

} ss:

BUTLER COUNTY }

BE IT REMEMBERED, that on the 28 day of Jan, 2014 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marilyn S. Smith who are personally known to be to be the same persons who executed the within instrument of writing, and such persons duly acknowledged execution of the same.

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

Mary K. Barton
Notary Public

SEAL:

My term expires 7/11, 2017



Re-rec:
REC I
COMP I
NUM 12

REC I
COMP I
NUM 12

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2014 Page: 1022

Receipt #: 93065

Total Fees: \$8.00

Pages Recorded: 1

Date Recorded: 2/6/2014 3:27:29 PM



UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATIONRIGHT-OF-WAY EASEMENT

M. F. Marvin and Wilmetta F. Marvin, his wife

KNOW ALL MEN BY THESE PRESENTS, that Ralph E. Smith, Deceased, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. Two, Butler County, Kansas, 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 pipelines for water

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

Beginning 1311.60 feet East of the Southwest Corner of the Southwest Quarter, East 98 feet North 343.3 feet, Southeasterly along circle curve to 806.55 feet to point on R/W line Kansas Turnpike Authority, Southwesterly W/RAD. 460 feet a distance of 300.13 feet, thence East along SD Kansas Turnpike Authority R/W line to point opposite tang. to SD curve a dist. 62.95' South to sta. 6132 plus 33.5 of Kansas Turnpike Authority Southeasterly W/DEFL angle 90° R a dist. 46.01' to beginning, Butler County, Kansas

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 20 feet in width, the center line thereof to be located across said land as follows:

being 10 feet north of the north right of way line of the Public Road in the southwest corner of said Section 5.

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:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 30 day of Sept, 19 64.

STATE OF KANSAS

COUNTY OF Butler

(*) in Section 5,
Township 26 South,
Range 5 East of the
6th Principal Meridian,

SS:

Venus B. Smith
Venus B. Smith, Executor of the
Estate of Ralph E. Smith, Dec.

M. F. Marvin
Wilmetta F. Marvin

BE IT REMEMBERED, that on this 30 day of Sept, 19 64, before me, the undersigned, a Notary Public,

in and for the county and state aforesaid, came M. F. Marvin and Wilmetta F. Marvin, his wife
Venus B. Smith, Executor of the Estate of Ralph
E. Smith, Deceased,

who is personally known to me to be the same person who executed the within instrument of writing and

and who is duly acknowledged the execution of the same.

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

O. Connolly
Notary Public

My commission expires: June 30, 1968

GPD 801410

MISC. BOOK 266 PAGE 491

FMA-KS 442-5 (Rev. 4-18-63)

LIENHOLDER'S CONSENT TO EASEMENT

The undersigned hereby consents to the granting of the above easement.

Lienholder

ATTEST:

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____ President of _____ a corporation duly organized, incorporated and existing under and by virtue of the laws _____ and _____ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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

Notary Public

My commission expires: _____

STATE OF KANSAS, BUTLER COUNTY, SS

INDIVIDUAL ACKNOWLEDGMENT

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ A. M. and duly recorded in book _____ page _____

STATE OF KANSAS

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came _____ who _____ personally known to me to be the same person _____ who executed the within Consent to Easement and such person _____ duly acknowledged the execution of the same.

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

Notary Public

My commission expires: _____

C.E.N. 1500

IN THE DISTRICT COURT OF BUTLER COUNTY KANSAS

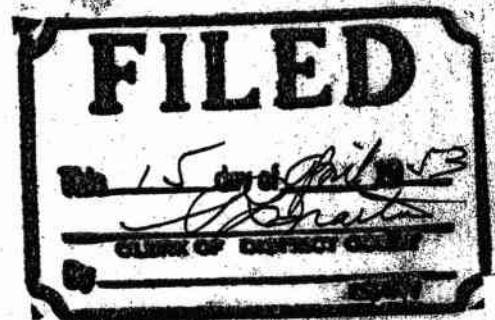
IN THE MATTER OF THE CONDEMNATION OF
LAND FOR STATE HIGHWAY PURPOSES }

No. 22439

P E T I T I O N

I

First Cause of Action



TO THE HONORABLE W. N. Calkins, Judge of the District Court of
Butler County, Kansas.

The State Highway Commission of the State of Kansas for
its first cause of action allèges and states to the court,
to-wit:

1. That the State Highway Commission is a body corporate,
created and existing by virtue of the laws of the State of
Kansas, and has authority to designate, adopt and establish,
and may lay out, open, relocate, alter, construct, improve and
maintain highways in every county in the State of Kansas.
2. That "said State Highway Commission desires to, ^{and did} acquire
" in the name of the State of Kansas for establishing, laying out,
opening, constructing, maintaining, improving and draining of
the State Highway System in Butler County, Kansas, certain lots,
and parcels of land situated in said county, hereinafter described;
said tracts being shown of record to be owned and subject to liens

3. That on the 23rd day of July, 1952, the State Highway Commission of Kansas, in regular session, found it necessary in order to establish, lay out, open, construct, improve, maintain and drain the State Highway System in Butler County, Kansas, to acquire for such purposes the lots and parcels of land described and ordered that said lots and parcels of land be acquired by the State Highway Commission for the State of Kansas by the exercise of the right of eminent domain, as provided by Section 68-413, G. S. 1949, Chapter 381, Laws of 1951.

4. That the State Highway Commission of Kansas under and by virtue of G. S. 1949, 68-413, Chapter 381, Laws of 1951, can acquire an easement for right of way for highway purposes in the name of the State of Kansas said lots and parcels of ground or interests of rights therein by the exercise of the right of eminent domain in accordance with the provisions of G. S. 1949, 26-101.

II

Second Cause of Action

Petitioner, the State Highway Commission of Kansas, for its second cause of action alleges and states to the court, to-wit:

That it incorporates all of the allegations set forth in Paragraph 1, as fully as if set out herein.

2. That the State Highway Commission desires to acquire in the name of the State of Kansas for establishing a Shop Site in Butler County, Kansas, certain lots and parcels of land situated in said county hereinafter described, said tracts being shown of record to be owned and subject to liens as follows:

3. That on the 23rd day of July, 1952, the State Highway Commission of Kansas, in regular session, found it necessary in order to establish, lay out, open, construct, improve, maintain and drain the State Highway System in Butler County, Kansas, to acquire for such purposes the lots and parcels of land described and ordered that said lots and parcels of land be acquired by the State Highway Commission for the State of Kansas by the exercise of the right of eminent domain, as provided by Section 68-413, G. S. 1949, Chapter 381, Laws of 1951.

4. That petitioner alleges that said lands and parcels thereof are necessary to be used for building purposes as a Shop Site for state highway purposes in Butler County, Kansas, and that under and by virtue of the provisions of Section 68-413, G.S.S. 1951, it is entitled to a fee simple title in said lands, and that said land can be acquired by the right of Eminent Domain in accordance with the provisions of G. S. 1949, 26-101.

WHEREFORE, The State Highway Commission of Kansas respectfully petitions the Hon. ~~Carl Ackerman~~ ^{W.N. Calkins}, Judge of the District Court of Butler County, Kansas, to examine this petition and find that this petitioner has the power of eminent domain and that said lands are necessary to said petitioner's lawful corporate purposes in the establishment, laying out, opening, construction, improving, maintenance and drainage of the State Highway system of Kansas, and that he appoint three disinterested householders of Butler County, Kansas, to view and appraise such lands and parcels of ground; that such appraisers be ordered to take an oath to well and truthfully make such appraisal and to report their appraisal of each tract in writing under oath to said Judge; that said Judge order that notice of this proceeding be given to each owner and all lienholders of record, and that publication notice be given in one issue of the official paper designated to carry legal notices in the county in which said property is situated, as required by G. S. 1949, 68-413, Chapter 381, Laws of 1951, and G. S. 1949, 26-101; that said report when so made be ordered filed with the Clerk of the District Court.

THE STATE HIGHWAY COMMISSION OF KANSAS

By *Joe Mose*
Director

Harold Graham
Assistant Attorney General
Attorney for State Highway Commission

Robert M. King

O'Connell Jr
Attorneys for Petitioner

VERIFICATION

STATE OF KANSAS)
COUNTY OF SHAWNEE) SS

J. A. Campbell, being duly sworn on oath deposes and says that he is the officer in charge of the Right of Way Department of the State Highway Commission and is duly authorized to make this affidavit; that he is familiar with the plans proposed or adopted for the foregoing highway improvement project; that the specific descriptions contained in the foregoing petition have either been prepared by him personally or under his direction and supervision; that the names of the landowners and lienholders therein are according to affiant's best information and belief; that affiant believes the facts stated in the foregoing petition are true.

Further affiant says not.

J. A. Campbell
Subscribed and sworn to before me this 15th day of April,
1953.

My Commission expires:

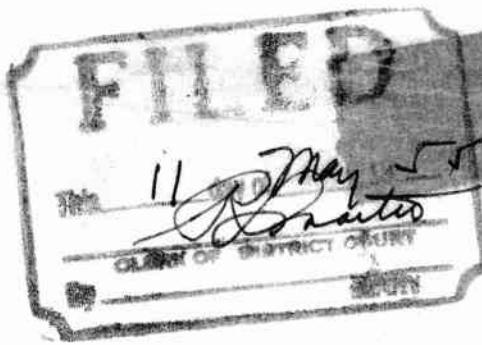
Robert M. King
Notary Public

Clark District Court

(b) AN EASEMENT FOR BORROW in the West Half of the Northwest Quarter of Section 5, Township 26 South, Range 5 East described as follows: BEGINNING at a point on the North right of way line of the proposed highway, 786.7 feet West of the East line of said West Half of the Northwest Quarter Section; thence West along said right of way line 493.3 feet; thence Northerly at right angles 196.1 feet; thence East 472.6 feet to a point 210 feet North of the place of beginning; thence South 210 feet to the place of beginning. The above contains 2.28 acres, more or less.

Ralph E. Smith and Venus B. Smith, his wife, 334 N. High Street, El Dorado, Kansas; subject to the tenancy of Dwight Hull, Jr., RFD #4, El Dorado, Kansas .

A tract of land for highway RIGHT OF WAY in the Southwest Quarter of Section 5, Township 26 South, Range 5 East described as follows: BEGINNING at the Northwest corner of said Quarter Section; thence South along the West line of said Quarter Section 104.3 feet; thence East 458.4 feet to a point 104.7 feet South of the North line of said Quarter Section; thence Easterly 379.3 feet to a point 90.1 feet South of said North line; thence East to a point on the East line, 91.8 feet South of the Northeast corner of said Quarter Section; thence North, 91.8 feet to said North line; thence West along said North line to the place of beginning. The above contains 4.52 acres, more or less, exclusive of the existing highway.



IN THE DISTRICT COURT OF BUTLER COUNTY, KANSAS

IN THE MATTER OF THE CONDEMNATION
OF LAND FOR KANSAS TURNPIKE PROJECT

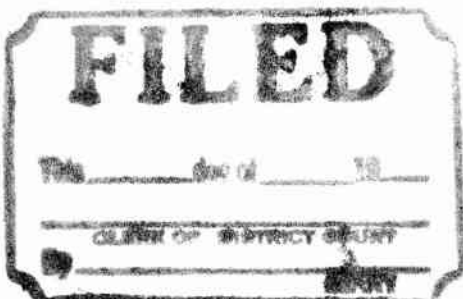
No. 23302
~~23302~~
Contract 11

P E T I T I O N

TO THE HONORABLE W. N. CALKINS, Judge of the District Court of Butler
County, Kansas.

The Kansas Turnpike Authority of the State of Kansas for its
petition alleges and shows the Court as follows, to-wit:

1. That the Kansas Turnpike Authority is a body politic and
corporate created and existing by virtue of the laws of the State of
Kansas and has authority to construct, maintain, repair and operate
turnpike projects, expressways, express highways and super highways and
may determine the location, design and materials of construction of such
facilities in the State of Kansas, all as provided by Article 20, Chapter
68 of the General Statutes of Kansas 1953 Supplement.
2. That the Kansas Turnpike Authority has determined and
established the location of the Kansas Turnpike in Butler County and desires
to acquire, in the name of the State of Kansas, and for the purposes of the
construction, maintenance, repair and operation of the said Kansas Turnpike
in such county, certain lots, parcels and tracts of land situated in such
county; the same being more particularly described hereinafter, together
with the name of the owner of each such lot, parcel or tract and any
lienholders thereof as shown by the records of such county.



3. The foregoing named owners are those shown by the records to be the owners of such described tracts or parcels. In addition to such owners there are, or may be, unknown heirs, spouses, creditors, devisees, legatees, administrators, executors, assigns, tenants, lessees, lienholders, trustees or successors, of such owners, and the same are hereby made parties to this proceeding, if any there be.

4. That the location of the said Kansas Turnpike in such county has been approved by the State Highway Commission of the State of Kansas acting in regular session on September 21, 1954.

5. That the Kansas Turnpike Authority has the right to acquire the lots, parcels and tracts herein described by the exercise of the right of eminent domain, all as provided by Section 6, Article 20, Chapter 68 of the General Statutes of Kansas 1953 Supplement. That this petition is filed in accordance with Section 1, Article 1, Chapter 26 of the General Statutes of Kansas 1949.

6. That a good, reasonable, sufficient and valid offer to purchase was made to certain of the landowners hereinafter named for the parcel shown to be owned by him, by depositing in the United States mail, postage prepaid, a letter setting forth the basis and computation of such offer and binding the Kansas Turnpike Authority to pay the same. That the named landowner failed, neglected and refused to accept such offer for such property and does still fail and refuse to accept the same. That a true copy of the instrument transmitted to the landowner setting forth the basis or foundation for such offer together with the method of computation thereof for each parcel sought to be purchased is attached hereto and made a part hereof by reference and designated Exhibit A.

That all other tracts or parcels designated in this petition are included for the reason that the owner is legally incapacitated or is absent, unknown, or unable to convey valid title.

7. That the interest in the described property to be acquired in this proceeding is the fee simple title thereto, excepting however, any minerals lying thereunder, but including any and all of the rights to control the ingress, egress and access in, to and from all such lots, parcels and tracts, forever. Except, however, those tracts otherwise designated,

WHEREFORE, the Kansas Turnpike Authority respectfully requests the Honorable W. N. Calkins, Judge of the District Court of Butler County, Kansas, to examine and consider this petition and find that this petitioner has the power of eminent domain and that the herein described lands are necessary to petitioners lawful corporate purposes, and that he appoint three disinterested householders of this county to view and appraise such lots, parcels and tracts of land; that such appraisers be ordered to take an oath to well and truthfully make such appraisal and to report the appraisal of each tract in writing under oath to the Court; that such report when so made be filed with the Clerk of such Court; and that a further order be made providing that notice of this proceeding be given each owner and all lienholders of record and that such notice be published in one issue of the official county paper designated to carry legal notices in this county, all as required and provided by Section 1, Article 1, Chapter 26 of the General Statutes of Kansas 1949.

THE KANSAS TURNPIKE AUTHORITY

By Gale Moss
Gale Moss, General Manager

Walter R. Gage Jr.

Robert M. Conzel

Thomas W. Cunningham

Robert M. King
Attorneys for Petitioner

VERIFICATION

STATE OF KANSAS)
)
COUNTY OF SHAWNEE) SS:

J. A. Campbell, being duly sworn on oath deposes and says that he is the officer in charge of the Right of Way Department of the Kansas Turnpike Authority and is duly authorized to make this affidavit; that he is familiar with the plans proposed or adopted for the foregoing Kansas Turnpike Project; that the specific descriptions contained in the foregoing petition have either been prepared by him personally or under his direction and supervision; that the names of the landowners and lienholders therein are according to affiant's best information and belief; that affiant believes the facts stated in the foregoing petition are true.

Further affiant says not.

J A Campbell

Subscribed and sworn to before me this 9th day of May,
1955.

Florence J. Shuler

My commission expires:

December 31, 1958

Ralph E. Smith and Venus B. Smith, his wife, 334 N. High, El Dorado, Kansas;
subject to the tenancy of Dwight Hull, Route #4, El Dorado, Kansas.

Tract No. 11-34. A strip of land 300 feet in width being 150 feet on either side of a centerline described as follows: Beginning at a point 507.86 feet North and 646.14 feet East of the Southwest Corner of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, being Station 6132 + 62.95 of the centerline survey of the Kansas Turnpike, thence Northeasterly along a circular curve to the right with a radius of 2291.83 feet a distance of 207.86 feet; thence along a spiral curve to the right with a central angle of 5 degrees a distance of 400 feet; thence Northeasterly along a tangent to said curve a distance of 833.81 feet more or less, thence along a spiral curve to the left with a central angle of 2 degrees a distance of 200 feet; thence along a circular curve to the left with a radius of 2864.97 feet a distance of 645.83 feet; thence along a spiral curve to the left with a central angle of 2 degrees a distance of 116.5 feet to the East line of the Southwest Quarter of said Section 5 being 841.98 feet South of the Northeast Corner of the Southwest Quarter, except a tract of land described as follows: Beginning 89 feet Southwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6143 + 00; thence Northeasterly and parallel to said centerline a distance of 200 feet; thence Southwesterly at right angles to said centerline survey a distance of 61 feet; thence Southwesterly and parallel to said centerline survey a distance of 200 feet; thence Northwesterly normal to said centerline survey a distance of 61 feet to the point of beginning. Also excepting a tract of land described as follows: Beginning 90 feet Northwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6152 + 00; thence Northeasterly and parallel to said centerline survey a distance of 200 feet; thence Northwesterly at right angles to said centerline survey, a distance of 60 feet; thence Southwesterly and parallel to said centerline survey a distance of 200 feet more or less; thence Southeasterly normal to said centerline survey a distance of 60 feet to the point of beginning. Said 300 foot strip, less the two exceptions as described above, contains 16.28 acres, more or less.

APPRAISEMENT:

LAND TAKEN

FENCE

TENANTS CROP LOSS

TOTAL

Paid 7-18-55
OK 4393
\$ 3256.00

\$

\$

\$

\$ 3256.00

Tract No. 11-34A. A tract of land in the Southwest Corner of the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning at the Southwest Corner of said Section 5, thence North a distance of 634.53 feet; thence East making an angle of 89 degrees 10 minutes with the West line of said Section 5, a distance of 571 feet to a point 150 feet Northwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6132 + 88.84; thence Southwesterly with a deflection angle right of 61 degrees 49 minutes, a distance of 305.28 feet to a point 150 feet Southwesterly at right angles to said centerline survey at Station 6132 + 33.5; thence Southeasterly with a deflection angle of 17 degrees 31 minutes right, a distance of 343.3 feet; thence Southeasterly along a circular curve to the left with a radius of 460 feet a distance of 300.13 feet; thence East tangent to said curve a distance of 62.95 feet; thence South with a deflection angle of 90 degrees left, a distance of 46.01 feet to the South line of Section 5; thence West with a deflection angle of 90 degrees 16 minutes along the South line of said Section 5, a distance of 1311.6 feet to the point of beginning. Containing 8.72 acres more or less.

APPRAISEMENT:

LAND TAKEN

FENCE

TENANTS CROP LOSS

TOTAL

Paid 7-18-55
OK 4393
\$ 1744.00

\$

\$

\$

\$ 1744.00
~~1744.00~~

Borrow Area.

Tract No. 11-34B. / A tract of land in the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning at a point 634.53 feet North of the Southwest Corner of said Southwest Quarter; thence North a distance of 400.05 feet; thence East with a deflection angle of 89 degrees 7 minutes right, a distance of 1227.32 feet, to a point 150 feet Northwestarily of the centerline survey of the Kansas Turnpike at Station 6140/38.36; thence Southwestarily and parallel to said centerline a distance of 774.60 feet more or less to a point 150 feet Northwestarily of said centerline survey at Station 6132 / 88.84; thence West a distance of 371.0 feet to the point of beginning. Containing 8.10 acres more or less.

APPRAISEMENT:

LAND TAKEN	\$ 1620.00
FENCE	\$
TENANTS CROP LOSS	\$
	\$
TOTAL	\$ 1620.00

Paid 7-18-53
OK 4393

Tract No. 11-34C. Permanent Drainage Easement. A rectangular tract of land in the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning 150 feet Southwestarily at right angles to the centerline survey of the Kansas Turnpike at Station 6139 / 55; thence Northeastarily and parallel to said centerline survey a distance of 345 feet; thence Southeastarily at right angles to said centerline survey a distance of 30 feet; thence Southwestarily and parallel to said centerline survey a distance of 345 feet; thence Northwestarily normal to said centerline survey a distance of 30 feet to the point of beginning. Containing 0.24 acres more or less.

APPRAISEMENT:

LAND TAKEN	\$ 48.00
FENCE	\$
TENANTS CROP LOSS	\$
	\$
TOTAL	\$ 48.00

Paid 7-18-55
OK 4393

11-34 to 11-34C inclusive:

Crop damage
Separation damage
General Damage

TOTAL

\$ 700.00
\$ 4200.00
\$ 4000.00
\$ 8900.00

Paid 7-18-55 OK 4392
OK 4393

Ralph E. Smith and Venus B. Smith, his wife, 334 N. High, El Dorado, Kansas;
subject to the tenancy of Dwight Hull, Route #4, El Dorado, Kansas.

Tract No. 11-34. A strip of land 300 feet in width being 150 feet on either side of a centerline described as follows: Beginning at a point 507.86 feet North and 646.14 feet East of the Southwest Corner of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, being Station 6132 $\neq$ 62.95 of the centerline survey of the Kansas Turnpike, thence Northeasterly along a circular curve to the right with a radius of 2291.83 feet a distance of 207.86 feet; thence along a spiral curve to the right with a central angle of 5 degrees a distance of 400 feet; thence Northeasterly along a tangent to said curve a distance of 833.81 feet more or less, thence along a spiral curve to the left with a central angle of 2 degrees a distance of 200 feet; thence along a circular curve to the left with a radius of 2864.97 feet a distance of 645.83 feet; thence along a spiral curve to the left with a central angle of 2 degrees a distance of 116.5 feet to the East line of the Southwest Quarter of said Section 5 being 841.98 feet South of the Northeast Corner of the Southwest Quarter, except a tract of land described as follows: Beginning 89 feet Southwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6143 $\neq$ 00; thence Northeasterly and parallel to said centerline a distance of 200 feet; thence Southwesterly at right angles to said centerline survey a distance of 61 feet; thence Southwesterly and parallel to said centerline survey a distance of 200 feet; thence Northwesterly normal to said centerline survey a distance of 61 feet to the point of beginning. Also excepting a tract of land described as follows: Beginning 90 feet Northwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6152 $\neq$ 00; thence Northeasterly and parallel to said centerline survey a distance of 200 feet; thence Northwesterly at right angles to said centerline survey, a distance of 60 feet; thence Southwesterly and parallel to said centerline survey a distance of 200 feet more or less; thence Southeasterly normal to said centerline survey a distance of 60 feet to the point of beginning. Said 300 foot strip, less the two exceptions as described above, contains 16.28 acres, more or less.

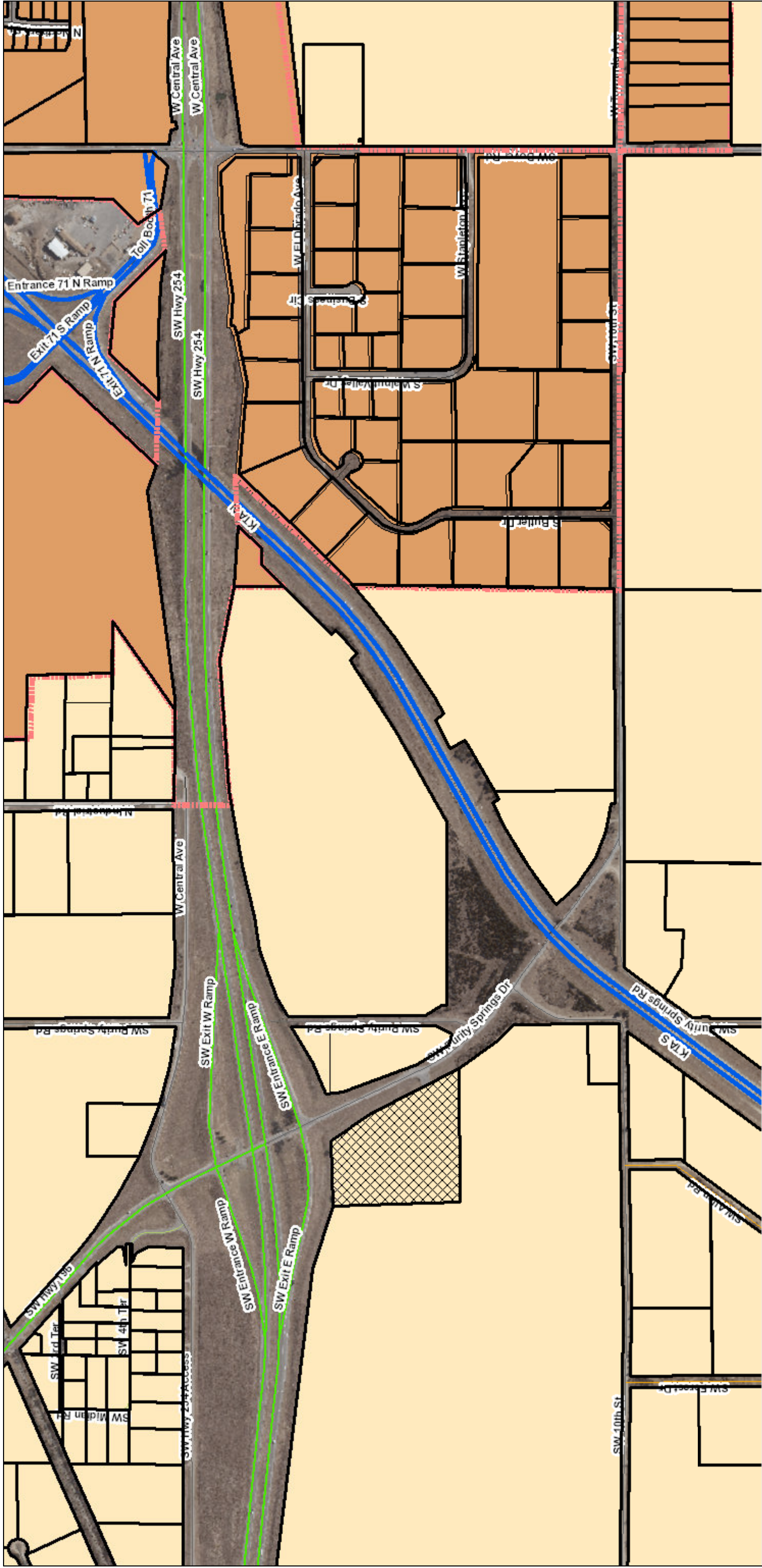
Tract No. 11-34A. A tract of land in the Southwest Corner of the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning at the Southwest Corner of said Section 5, thence North a distance of 634.53 feet; thence East making an angle of 89 degrees 10 minutes with the West line of said Section 5, a distance of 571 feet to a point 150 feet Northwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6132 $\neq$ 88.84; thence Southwesterly with a deflection angle right of 61 degrees 49 minutes, a distance of 305.28 feet to a point 150 feet Southwesterly at right angles to said centerline survey at Station 6132 $\neq$ 33.5; thence Southeasterly with a deflection angle of 17 degrees 31 minutes right, a distance of 343.3 feet; thence Southeasterly along a circular curve to the left with a radius of 460 feet a distance of 300.13 feet; thence East tangent to said curve a distance of 62.95 feet; thence South with a deflection angle of 90 degrees left, a distance of 46.01 feet to the South line of Section 5; thence West with a deflection angle of 90 degrees 16 minutes along the South line of said Section 5, a distance of 1311.6 feet to the point of beginning. Containing 8.72 acres more or less.

Borrow Area.

Tract No. 11-34B. /A tract of land in the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning at a point 634.53 feet North of the Southwest Corner of said Southwest Quarter; thence North a distance of 400.05 feet; thence East with a deflection angle of 89 degrees 7 minutes right, a distance of 1227.32 feet, to a point 150 feet Northwesterly of the centerline survey of the Kansas Turnpike at Station 6140 $\neq$ 38.36; thence Southwesterly and parallel to said centerline a distance of 774.60 feet more or less to a point 150 feet Northwesterly of said centerline survey at Station 6132 $\neq$ 88.84; thence West a distance of 571.0 feet to the point of beginning. Containing 8.10 acres more or less.

Tract No. 11-34C. Permanent Drainage Easement. A rectangular tract of land in the Southwest Quarter of Section 5, Township 26 South, Range 5 East, Butler County, Kansas, described as follows: Beginning 150 feet Southwesterly at right angles to the centerline survey of the Kansas Turnpike at Station 6139 $\neq$ 55; thence Northeasterly and parallel to said centerline survey a distance of 345 feet; thence Southeasterly at right angles to said centerline survey a distance of 30 feet; thence Southwesterly and parallel to said centerline survey a distance of 345 feet; thence Northwesterly normal to said centerline survey a distance of 30 feet to the point of beginning. Containing 0.24 acres more or less.

93.3 Acres, El Dorado, KS Zoning Map

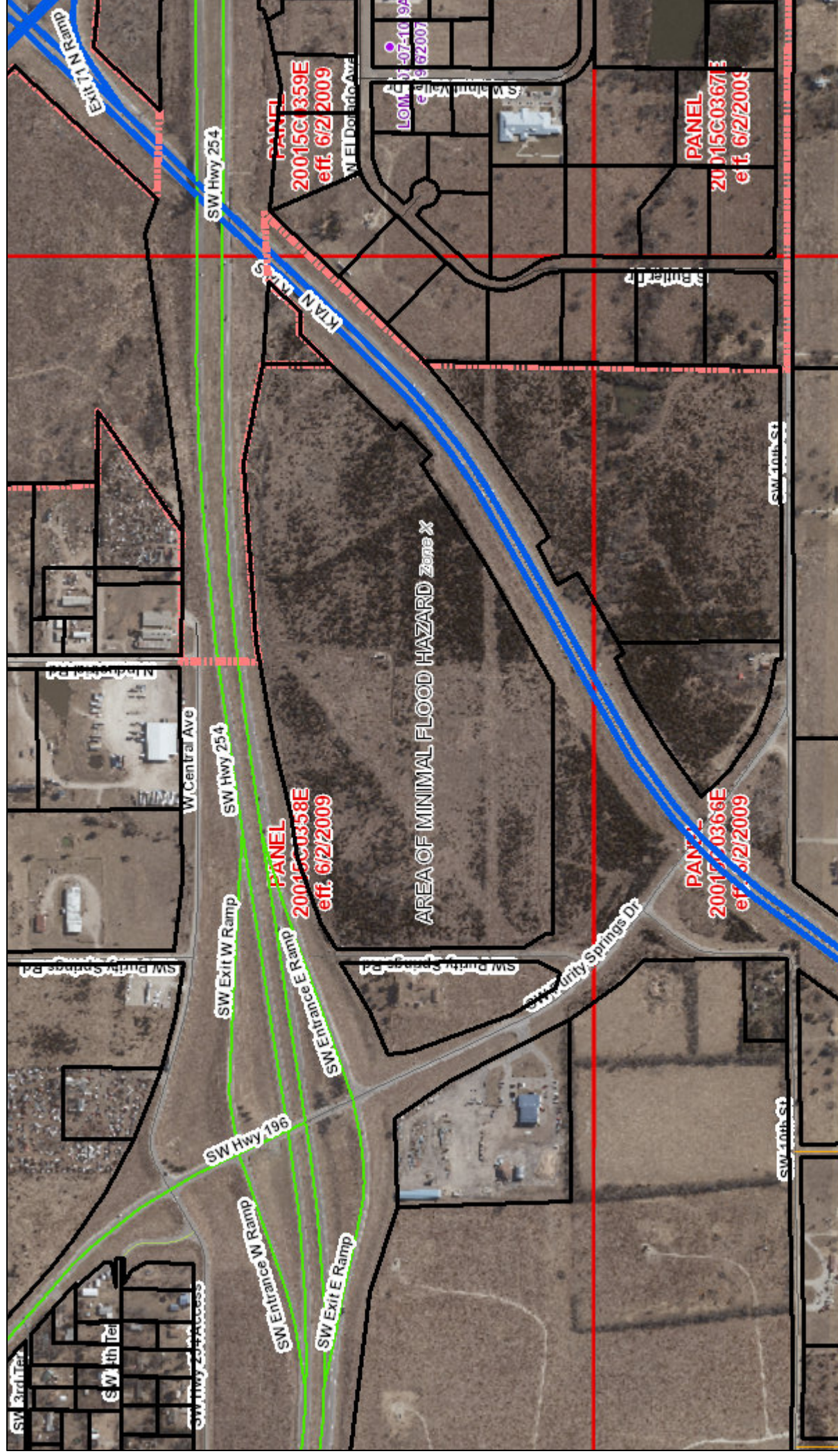


July 11, 2017

- | | | | | | |
|-------------------|----------------------|---|--------------------------------------|--------------------------------|---|
| Parcel Data | PAPER | APO (Agricultural Preservation Overlay) | Updates in Progress | R-Residential District | 0 0.1 0.2 0.4 mi |
| MunicipalBoundary | PRIVATE | CUP (Conditional Use Permit) | AG-40 Agricultural District - 40 | RE-Residential Estate District | 0 0.175 0.35 0.7 km |
| CITY | STATE HWY | AG-40-Agricultural District -40 | AG-80 Agricultural District - 80 | RR-Rural Residential District | |
| COUNTY ASPHALT | TOWNSHIP | I-Industrial District | C-Commercial Dsitric | T-Town District | Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swiss topo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community |
| COUNTY GRAVEL | US HWY | R-Residential District | MH-Manufactured Home District | UJ-Urban Jurisdiction | |
| KANSAS TURNPIKE | UrbanGrowthBoundary | RE-Residential Estate District | PRD-A-Planned Residential District A | URB-Urban District | |
| | PlattingJurisdiction | RR-Rural Residential District | PRD-B-Planned Residential District B | | Butler County GIS/Mapping |

Butler County GIS/Mapping
or boundary determinations.

93.3 Acres El Dorado, KS Flood Zone Map



July 11, 2017

1:9,028
0.15

Parcel Data

Municipal Boundary

Effective

STATE HWY

KANSAS TURNPIKE

CITY

COUNTY ASPHALT

COUNTY GRAVEL

PAPER

PRIVATE

TOWNSHIP

US HWY

LOMAS

FIRM Panels

0 0.1 0.2 0.4 km

0 0.075 0.15 0.3 mi

Sources: Esri, HERE, DeLorme, Intermap, increment p Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

The information contained on this map is to locate, identify and inventory real property for taxing purposes and not to be utilized in place of a survey for boundary determinations.

1:9,028

- | Parcel Data | City | Kansas Turnpike | State Hwy |
|--------------------|----------------|-----------------|-----------|
| Municipal Boundary | County Asphalt | Paper | Township |
| | County Gravel | Private | US Hwy |

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey,

The information contained on this map is to locate, identify and inventory real property for taxing purposes, and not to be utilized in place of a survey for boundary determinations.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

