

Title Report



6303 S. Clifton Ave. | Derby, KS 67037

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
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Contact: **JoAnn Childers**
Email: **jchilders@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kendra Cox**
Email:
sfrost@mccurdyauction.com;joxborrow@
mccurdyauction.com;
kcox@mccurdyauction.com

Report No: **2305345**

Report Effective Date: **April 16, 2019, at 7:30 a.m.**

Property Address: **6303 S. Clifton Ave., Derby, KS 67037**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Richard Wayne Blake, Debtor in Bankruptcy Case 19-10084 and Melissa Jo Blake

2. The Land referred to in this Report is described as follows:

Parcel 1: Government Lot 2 in the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the West 20 feet of the North 335.93 feet thereof.

Parcel 2: Reserve "C", Clifton Cove Addition, Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:



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Phone: **316-293-1696**, Email: **jchilders@security1st.com**

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a release of State of Kansas Department of Labor Tax Lien, filed June 26, 2017 as Doc#/Flm-Pg: 29699443, against Blake's Lawn & Landscape, LLC (as a Limited Liability Company), in the amount of \$1,943.05, plus interest and costs.**
6. **File a release of State of Kansas Department of Labor Tax Lien, filed June 26, 2017 as Doc#/Flm-Pg: 29699444, against Blake's Lawn & Landscape, LLC (as a Limited Liability Company), in the amount of \$1,943.05, plus interest and costs.**
7. **File a release of Federal Tax Lien recorded July 17, 2017 as Doc#/Flm-Pg: 29704018, against Blakes Lawn & Landscape LLC in the amount of \$41,994.98, and any other amounts due thereunder.**
8. **File a release of Federal Tax Lien recorded July 17, 2017 as Doc#/Flm-Pg: 29704019, against Blakes Lawn & Landscape LLC in the amount of \$41,994.98, and any other amounts due thereunder.**

NOTE: The above liens were not set out in the Motion for Authority to Sell Property Free and Clear of Liens. (Blakes Lawn & Landscape LLC was in title to subject property at the time these liens were filed)

9. **In the United States Bankruptcy Court for the District of Kansas at Wichita as Case No. 19-10084, Richard W. Blake, Debtor (Eric W. Lomas, attorney for Debtor, 316-267-0331); Combined Notice of Intended Sale of Property and Motion for Authority to Sell Property Free and Clear of Liens Sale Dated: May 29, 2019 (Sale No. 1); Notice of Hearing on Motion to Sell filed April 23, 2019; Objection Deadline: May 3, 2019; Hearing Date: May 8, 2019 at 10:30 A.M.; We require the following:**



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(a) File affidavit of Record Check showing no objections have been filed to proposed sale specified in Motion filed April 19, 2019.

(b) File proper Order Approving Sale, showing that the property is being conveyed free and clear of liens and encumbrances.

(c) A Debtor in Possession Deed showing the property is being conveyed free and clear of liens and encumbrances, and further showing that such liens and encumbrances are to attach and follow the proceeds of the sale.

(d) If the Debtor in Possession Deed conveys subject property free and clear of liens, and proper notice is given to the parties with interests arising from the items set out below, the following will not appear in the policy, when issued:

1. Mortgage dated April 27, 2016, recorded May 4, 2016, as Doc#/Flm-Pg: 29605953, made by Blake's Lawn & Landscape LLC, a Kansas limited liability company, to Emprise Bank, in the amount of \$90,000.00.

2. Assignment of Leases/Rents dated April 27, 2016, recorded May 4, 2016, as Doc#/Flm-Pg: 29605954, made by Blake's Lawn & Landscape LLC, a Kansas limited liability company, to Emprise Bank.

3. Mortgage dated April 27, 2016, recorded May 4, 2016, as Doc#/Flm-Pg: 29605955, made by Blake's Lawn & Landscape LLC, a Kansas limited liability company, to South Central Kansas Economic Development District, Inc., in the amount of \$145,000.00.

4. Mortgage dated April 27, 2016, recorded May 4, 2016, as Doc#/Flm-Pg: 29605956, made by Blake's Lawn & Landscape LLC, a Kansas limited liability company, to Kansas Center for Entrepreneurship, Inc., in the amount of \$45,000.00.

5. State of Kansas Withholding Tax Lien, filed August 15, 2017 as 17ST 1567, against Blakes Lawn & Landscape LLC and Melissa H. Blake, in the amount of \$1,264.80, plus interest and costs.



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6. State of Kansas Department of Labor Tax Lien, filed June 26, 2017 as Doc#/Flm-Pg: 29699443, against Blake's Lawn & Landscape, LLC (as a Limited Liability Company), in the amount of \$1,943.05, plus interest and costs.

7. State of Kansas Department of Labor Tax Lien, filed June 26, 2017 as Doc#/Flm-Pg: 29699444, against Blake's Lawn & Landscape, LLC (as a Limited Liability Company), in the amount of \$1,943.05, plus interest and costs.

8. State of Kansas Department of Labor Tax Lien, filed April 24, 2018 as Doc#/Flm-Pg: 29764274, against Melissa Blake as an individual responsible for the taxes of Blake's Lawn & Landscape LLC, in the amount of \$6,386.80, plus interest and costs.

9. State of Kansas Department of Labor Tax Lien, filed April 24, 2018 as Doc#/Flm-Pg: 29764275, against Melissa Blake as an individual responsible for the taxes of Blake's Lawn & Landscape LLC, in the amount of \$6,386.80, plus interest and costs.

10. State of Kansas Department of Labor Tax Lien, filed April 24, 2018 as Doc#/Flm-Pg: 29764276, against Richard Blake as an individual responsible for the taxes of Blake's Lawn & Landscape LLC, in the amount of \$6,386.80, plus interest and costs.

11. State of Kansas Department of Labor Tax Lien, filed April 24, 2018 as Doc#/Flm-Pg: 29764277, against Richard Blake as an individual responsible for the taxes of Blake's Lawn & Landscape LLC, in the amount of \$6,386.80, plus interest and costs.

12. Federal Tax Lien recorded July 17, 2017 as Doc#/Flm-Pg: 29704018, against Blakes Lawn & Landscape LLC in the amount of \$41,994.98, and any other amounts due thereunder.

13. Federal Tax Lien recorded July 17, 2017 as Doc#/Flm-Pg: 29704019, against Blakes Lawn & Landscape LLC in the amount of \$41,994.98, and any other amounts due thereunder.

14. Federal Tax Lien recorded September 24, 2018 as Doc#/Flm-Pg: 29800692, against Richard W. and Melissa J. Blake in the amount of \$37,407.45, and any other amounts due

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Phone: **316-293-1696**, Email: **jchilders@security1st.com**
thereunder.

15. Federal Tax Lien recorded September 24, 2018 as Doc#/Flm-Pg: 29800693, against Richard W. and Melissa J. Blake in the amount of \$37,407.45, and any other amounts due thereunder.

16. Case No. 17CV 1920; Wells Fargo Bank, N.A., Plaintiff (Dustin Stiles, attorney @ 314-991-0255) -vs- Melissa Jo Blake, et al, Defendants (Mortgage foreclosure not on subject property); Journal Entry of Judgment filed March 20, 2018; Order to Confirm Sheriff's Sale filed December 4, 2018.

17. Case No. 18CV 2284; Emprise Bank, a banking corporation, Plaintiff (Karl R. Swartz, attorney @ 316-262-2671) -vs- Blake's Lawn & Landscape, LLC, et al, Defendants; Petition filed October 15, 2018; PENDING.

10. File a Debtor in Possession Deed by Richard W. Blake a/k/a Richard Wayne Blake, debtor in State of Kansas Bankruptcy Case 19-10084 and joined by Melissa Jo Blake, his wife, to the buyer To Be Determined, said deed must state that subject property is being conveyed free and clear of liens pursuant to the Order Approving Sale filed _____.

11. Recording Fees and Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire.

Any questions regarding this report should be directed to: **JoAnn Childers**

Phone: **316-293-1696**, Email: **jchilders@security1st.com**

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.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. 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
 5. 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.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2019**, and thereafter.
 8. **General taxes and special assessments for the fiscal year 2018 in the original amount of \$2,883.90.**
First Installment: \$1,441.95, PAID
Second Installment: \$1,441.95, DUE, but not delinquent until after 5/10/19



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Property I.D. # RI-00470
PIN #00291382 (Parcel 1)

9. **General taxes and special assessments for the fiscal year 2018 in the original amount of \$18.60.**
First Installment: \$9.30, PAID
Second Installment: \$9.30, DUE, but not delinquent until after 5/10/19
Property I.D. # C-61623
PIN #00564988 (Parcel 2)

THE FOLLOWING ITEMS AFFECT PARCEL 1:

10. **An easement for right-of-way, recorded as Film 6, Page 738.**
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
11. **An easement for road right-of-way, recorded as Film 242, Page 464.**
In favor of: Sedgwick County, Kansas
Affects: the North 60 feet of subject property
12. **An easement for right-of-way, recorded as Film 1243, Page 794.**
In favor of: Rural Water District #3
Affects: a portion of subject property
13. **An easement for Floodway Reserve Agreement, recorded as Film 243, Page 648 and Film 397, Page 1081.**
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
14. **An easement for pipeline right-of-way, recorded as Film 95, Page 1180.**
In favor of: Anadarko Production Company
Affects: a portion of subject property
15. **An easement for pipeline right-of-way, recorded as Film 190, Page 966.**
In favor of: Anadarko Production Company
Affects: a portion of subject property
16. **An easement for pipeline right-of-way, recorded as Film 1453, Page 467.**
In favor of: Getty Gas Gathering Inc.
Affects: a portion of subject property
17. **An easement for pipeline right-of-way, recorded as Film 1529, Page 1727.**



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In favor of: Getty Gas Gathering Inc.

Affects: a portion of subject property

18. **Topographic Survey recorded as Doc#/Flm-Pg: 28917347.**
19. **Covenants and restrictions contained in/on Misc. Book 594, Page 58; Film 300, Page 1199; and Film 834, Page 70.**
20. **Terms and provisions of the oil and gas leases executed between Donnie E. Cook and Norma Jean Cook, lessor, and Donald C. Slawson, lessee, filed February 8, 1984, recorded in/on Film 637, Page 869, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

21. **Terms and provisions of the oil and gas leases executed between Donald E. Cook and Norma Jean Cook, lessor, and Donald C. Slawson, lessee, filed November 30, 1984, recorded in/on Film 696, Page 1095, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

22. **Rights of parties in possession under unrecorded leases.**
23. **Affidavit of Permanently Affixed Manufacture/Mobile Home and Application to Eliminate Title filed as Doc#/Flm-Pg: 29077404.**
24. **The consequences of any past or future change in the location of the Big Arkansas River, which forms the Southerly boundary of the subject land, or any dispute arising over the location of the old bed of the river or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.**



Security 1st Title

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- 25. Rights or claims of others in and to that portion of the Land constituting riverbed lying below the ordinary high water mark.**

THE FOLLOWING ITEMS AFFECT PARCEL 2:

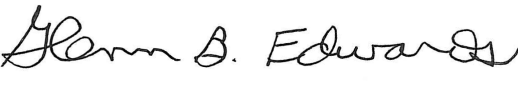
- 26. The terms and provisions contained in the document entitled "Restriction of Right-of-way" filed as Doc#/Flm-Pg: 28734302.**
- 27. Covenants and restrictions contained in/on Doc#/Flm-Pg: 28735300.**

THE FOLLOWING ITEM AFFECTS PARCELS 1 & 2:

- 28. Rights of parties in possession under unrecorded leases.**

Dated: **April 16, 2019, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER

URBAN EASEMENT GRANT

BOOK

6

738

The undersigned as grantor(s) do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, the right to construct, operate, maintain, repair, rebuild, alter and remove

electric distribution lines

and such appurtenances as are necessary to it, with the rights of ingress and egress to and from same on a tract of land in

NW 1/4 Sec. 35; Twp. 28S South, Range 1E Sedgwick County, Kansas, as follows:

The east ten (10) feet of the north eleven hundred (1100) feet of the west 1/4, NW 1/4, Sec. 35, T 28 S, R 1 E of Government Lot #2.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:00 P.M.

FEB 29 1972

1 05048

JOHN HALE

RECORDED AS DEED

Paul J. Hall

Grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purpose 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 damages which may be caused to existing vegetation, fences and surface or underground improvements, caused by the construction, operation, maintenance, repair, rebuilding, altering or removal of the above stated equipment or its appurtenances.

Grantor(s) agree that they will not locate or permit to be located any trees, shrubbery or vines under or near enough to said line to endanger same. Grantor(s) further agree that in the event that any such trees, shrubbery or vine does become so located, the grantee may trim or remove them at its discretion. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 20 day of Dec. 1971.

D. E. Cook D. E. Cook

Norma Jean Cook Norma Jean Cook

Norma Jean Cook 12/27/71
Norma Jean Cook

STATE OF KANSAS,

Sedgwick COUNTY

On this 20 day of December, A.D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came D. E. Cook

and his wife, Norma Jean Cook, who to be the same person(s) who executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

My commission expires: March 18, 1972

Form 1053
Rev. 5-68

STATE OF Kansas
Sedgwick COUNTY

I hereby certify that on this 27th day of December, A.D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Norma Jean Cook

and his wife, Robert E. Hall, who to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

My commission expires: March 18, 1972

Robert E. Hall
R. E. Hall

Garvin R. Hall
Garvin R. Hall

11

Sedgwick County, Kansas

FILED 242 464

RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 634-29
for Sedgwick County, State of Kansas, Party of the First Part, to widen, improve and/or
change location of said highway in NW 1/4 Section 35, Twp. 28-S, Range 1-E,
and said widening, improving and/or change of location requires new and additional
right of way in the above section, township and range as follows: the north 60' of
Government Lot #2, Section 35, T-28-S, R-1-E, of the 6th p.m. and baseline,
Sedgwick County, Kansas.

AND WHEREAS, Donnie E. Cook and Norma Jean Cook
Party of the Second Part, is the rightful owner of, or legal agent for, the above property.
THE PARTIES HERETO AGREE as follows: That the party of the second part, for himself, his
heirs, executors, administrators, and assigns for the consideration of One Dollars
No Cents, (\$ 1.00), and other valuable considerations as follows: None

BOOKED IN
RECORDS
FILED FOR RECORD AT
MAY 3 1977

3 26715
NO. BETTE F. MCCARTY
CLERK OF DISTRICT

One dollar (\$1.00) of the above amount being in hand paid and receipt therefor being hereby acknowledged the remainder to be allowed at the next regular meeting of Board of County Commissioners when claim is presented as required by law in similar cases do hereby Grant, Sell and Convey to the party of the first part a permanent and perpetual right of way on and an easement to and on the real property above described for public road and highway purposes with right and privilege in the party of the first part to grade, excavate, fill, drain and/or improve as the party of the first part may order and direct.

THEREFORE, It is agreed and understood that the above amount of money together with the valuable concessions tendered by the party of the first part shall be in full compensation for actual land taken and all damage done to the property of the party of the second part.

In WITNESS WHEREOF, the parties hereto have set their hand this 28th day of April, 1977.

WITNESS

TOM DOSTL, CHAIRMAN

EVERETT PATRICK, COMMISSIONER

PARTY OF THE FIRST PART
JOHN HALL, COMMISSIONER

DONNIE E. COOK

PARTY OF THE SECOND PART
Norma Jean Cook

KANSAS FORM OF ACKNOWLEDGMENT

FORM 242 465

STATE OF KANSAS } ss.
County of Sedgwick }

BE IT REMEMBERED, That on this 21 day of March, in the year of our Lord one thousand nine hundred and 1921, before me, a Notary Public, in and for said county and state, came Norma F. Smith and Norma F. Smith to me personally known to be the identical person 2 who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

In Witness Whereof, I have herunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires March 29, 1921

A. Max Christman
Notary Public



STATE OF KANSAS
SEAL OF NOTARY

NOTARY PUBLIC
SEAL OF NOTARY

No. _____	
Right of Way Agreement	
FROM	TO
SEDOGWICK COUNTY, KANSAS	
Date _____, 19__	Section _____; Township _____; Range _____
This instrument was filed for record on the _____ day of _____, 19__	
at _____ M., and duly recorded in	
Book _____ at Page _____	Register of Deeds
WTR-11110	

#17

RIGHT-OF-WAY EASEMENT

RURAL WATER DISTRICT NO. 3
SEDGWICK COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS, that Donnie E. Cook

6303 S. Clifton, Derby, KS 67037

788-1604

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 3, Sedgwick Co., Kansas, hereinafter called 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 one or more water lines and appurtenances thereto over and across the following land owned by Grantors in Sedgwick County, State of Kansas

Government lot 2, in Northwest quarter of the Northwest quarter of Section 35, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick 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 be located across said land as follows: a strip of land 30' in width adjacent to and parallel to the right(s) of way for any public roads adjacent to Grantors' property described above.

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. Grantor agrees that no buildings or other structures shall be constructed or maintained, nor cover removed, on this easement that may interfere with the normal operation and maintenance of said lines. 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 28th day of August, 1991

Donnie E. Cook
Donnie E. Cook

STATE OF KANSAS

COUNTY OF Sumner

(signatures)
STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
APR 24 1992 1204890
JAT KETTLER
CLERK OF DEEDS

RWD # 3
DATE <u>AUG 28 1991</u>
WBU # <u>1281</u>

BE IT REMEMBERED, that on this 28th day of August, 1991 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Donnie E. Cook, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

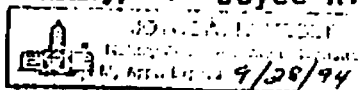
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My appointment expires: 9/28/94

Joyce A. Humbolt
Notary Public Joyce A. Humbolt

(Rev. 9-1-90)

*ADDITIONAL ACKNOWLEDGMENTS ON REVERSE SIDE



6.03 ch - Thomas L. ... Ste 604 ...

SEDGWICK COUNTY, KANSAS
FLOODWAY RESERVE AGREEMENT

1111 243 648

WHEREAS, to assure protection of the interests and safety of the public, it becomes, necessary that Sedgwick County, State of Kansas, Party of the First Part, provide flood protection and preserve the natural drainageway through the establishment of a "FLOODWAY RESERVE" within the property below described:

The west 608.742 feet of Government Lot 2, Section 35, T-28-S, R-1-E,
Sedgwick County, Kansas, (Parcel R-472)

AND WHEREAS, Donnie E. Cook, Party of the Second Part,
is the rightful owner of, or legal agent for, the above property;

THE PARTIES HERETO AGREE as follows: That the Party of the Second Part, for himself, his heirs, executors, administrators, and assigns for the consideration of One Dollars and No Cents (\$1.00), and other valuable consideration as follows: None

One dollar (\$1.00) of the above amount being paid in hand and receipt therefor being hereby acknowledged, the remainder to be allowed at the next regular meeting of the Board of County Commissioners when claim is presented as required by law in similar cases does hereby Grant and Convey to the Party of the First Part and its successors a "FLOODWAY RESERVE" over and across the following described portion of the above described tract, to-wit:

All of the west 608.742 feet of said Government Lot 2 which lies south of a line which joins a point 160 feet south of the northwest corner of said parcel and a point 315 feet south of the northeast corner of said parcel.

FURTHER, the "FLOODWAY RESERVE" shall be the responsibility of the owners of the property, Party of the Second Part, until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance of and improvement of drainage. Provided further that no building shall be constructed on or within said "FLOODWAY RESERVE" nor shall any fill, change of grade, creation of channels or other work be carried on without the permission of the Sedgwick County Engineer and the Wichita-Valley Center Flood Control Office or their successors. Grantor, their heirs or assigns, to fully use and enjoy the premises except for and subject to the right of the grantee for the purpose herein granted.

DATED THIS 28th DAY OF April, 19 77.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
MAY 9 1977

3 27190
BY BETTE F. MCCART
REGISTER OF DEEDS

PARTY OF THE SECOND PART

Donnie E. Cook
DONNIE E. COOK

Norma Jean Cook
NORMA JEAN COOK

OK'd to Engineer File "A"

STATE OF KANSAS)
SEDGWICK COUNTY) ss

FILE 243 131 649

I hereby certify that on this 21 day of APRIL, 1977,
before me the undersigned, a Notary Public in and for the County and State
aforesaid, came DENNIE E. COOK AND NORMA J. COOK

to me personally known to be the same persons who signed and executed the above
and foregoing instrument and duly acknowledged the execution of the same

WITNESS my hand and Notary Seal on the day and date last above written

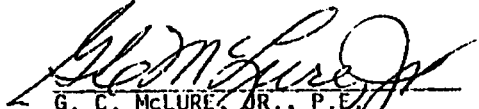
NOTARY PUBLIC

A. MAX CHRISTIAN

My commission expires March 28, 1981

SUBMITTED TO THE OFFICE OF COUNTY ENGINEER AND THE BOARD OF COUNTY COMMISSIONERS
FOR APPROVAL ON April 29, 1977

APPROVED BY:


G. C. McLURE, JR., P.E.
COUNTY ENGINEER/DIRECTOR OF
PUBLIC WORKS

PARTY OF THE FIRST PART
SEDGWICK COUNTY COMMISSIONERS


TOM SCOTT, CHAIRMAN


EVERETT PATRICK, COMMISSIONER


JOHN HALE, COMMISSIONER



#13

Sedgwick County, Kansas
FLOODWAY RESERVE AGREEMENT

FILM 397 - 1081

WHEREAS, to assure protection of the interests and safety of the public, it becomes necessary that Sedgwick County, State of Kansas, Party of the First Part, provide flood protection and preserve the natural drainageway through the establishment of a "FLOODWAY RESERVE" within the property below described.

The West 510.5 feet of Government Lot 2 in the Northwest Quarter of Section 35, Township 28S, Range 1E of the 6th Principle Meridian, Sedgwick County, Kansas

AND WHEREAS, Donnie E. Cook and Norma J. Cook, Party of the Second Part, is the rightful owner of, or legal agent for, the above property;

THE PARTIES HERETO AGREE as follows: That the Party of the Second Part, for himself, his heirs, executors, administrators, and assigns for mutual considerations and covenants hereby agrees with the Party of the First Part and its successors that a FLOODWAY RESERVE over and across the following described portion of the above described tract is necessary for the protection of the health and welfare of the county. The Party of the Second Part hereby places the following described portion of the above described tract in the FLOODWAY RESERVE and states that he fully understands that by placing this portion of the tract in said Floodway Reserve no human habitat may be built therein and that any other obstruction to be placed therein shall be permitted only with the approval of the Kansas State Board of Agriculture, Division of Water Resources in accordance with KSA 24-126 or the appropriate governing body:

All of the above described tract, except commencing at the Northwest corner of Government Lot 2 in said Quarter; thence Easterly along the North line of said Lot 2, a distance of 44.9 feet; thence with a deflection to the right of 90°, a distance of 199.07 feet to the point of beginning; thence with a deflection to the left of 68° 42' 40", a distance of 131.82 feet; thence with a deflection to the left of 17° 14' 55", a distance of 133.09 feet; thence with a deflection to the right of 110° 34' 25", a distance of 62.95 feet; thence with a deflection to the left of 5° 26' 10", a distance of 39.62 feet; thence with a deflection to the right of 81° 01' 40", a distance of 88.35 feet; thence with a deflection to the right of 102° 18' 35", a distance of 137.25 feet; thence with a deflection to the right of 3° 06' 05", a distance of 132.95 feet; thence with a deflection to the right of 5° 09' 25", a distance of 100.39 feet; thence with a deflection to the right of 68° 53' 00", a distance of 62.19 feet to the point of beginning.

FURTHER, the "FLOODWAY RESERVE" shall be the responsibility of the owners of the property, Party of the Second Part, until such time as the governing body exercising jurisdiction under K.S.A. 82a-301 elects to assume the responsibility for maintenance of, and improvement of drainage. Provided further that no building shall be constructed on, or within said "FLOODWAY RESERVE" nor shall any fill, change of grade, creation of channels or other work be carried on without the permission granted under K.S.A. 24-126, the Sedgwick County Engineer and the Wichita-Valley Center Flood Control Office, or their successors.

Grantor _____, their heirs or assigns, to have full use and enjoy the premises except for, and subject to the right of the Grantee for the purpose herein granted.

DATED THIS 24th DAY OF October, 1977.

PARTY OF THE SECOND PART

Donnie E. Cook
 Donnie E. Cook

Norma J. Cook
 Norma J. Cook

County Clerk
Donnie E. Cook

STATE OF KANSAS)
SEDGWICK COUNTY)

I hereby certify that on this 24th day of October, 19 79,
before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____
Donnie E. Cook and Norma J. Cook

to me personally known to be the same person^s who signed and executed the above and foregoing
instrument and duly acknowledged the execution of the same.

WITNESS my hand and Notary Seal on the day and date last above written.

Vera Stevens

NOTARY PUBLIC

My commission expires July 20, 1982



SUBMITTED TO THE OFFICE OF COUNTY ENGINEER AND THE BOARD OF COUNTY
COMMISSIONERS FOR APPROVAL ON November 21, 1979

APPROVED BY _____

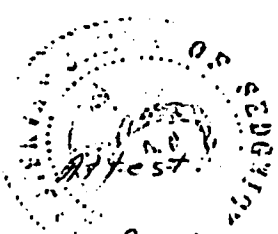
G. C. Melure, Jr. 4557.
for COUNTY ENGINEER/DIRECTOR OF
PUBLIC WORKS

PARTY OF THE FIRST PART
SEDGWICK COUNTY COMMISSIONERS

Tom Scott CHAIRMAN

Donald Cragg COMMISSIONER

Everett Patrick COMMISSIONER



Dorothy K. White
COUNTY CLERK Dorothy K. White

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AS
NOV 28 1979
4 6945-1

NO.
BETTE F. McCART
REGISTER OF DEEDS

Pat Kettler
Notary

APR 4 1974
1 87644

ASSIGNMENT OF PIPELINE

NOTARY PUBLIC
JOSEPH HALE
PROTESTER OF DEEDS

THIS INDENTURE, made this 3rd day of April
1974, between Donnie E. Cook and Norma J. Cook,
husband and wife, hereinafter referred to as "Grantors" and
ANADARKO PRODUCTION COMPANY, hereinafter referred to as "Grantee".

WHEREAS, Grantors own a pipeline through which Grantors
are receiving natural gas from Grantee; and

WHEREAS, Grantors desire to convey their interest in the
pipeline to Grantee.

NOW THEREFORE, for and in consideration of One Dollar
(\$1.00) and other valuable considerations, the receipt of which is
hereby acknowledged, Grantors hereby assign and convey all their right,
title and interest in and to the pipeline located thereon, to Grantee
which is located on the following described tract in Sedgwick County,
Kansas:

Government Lot Two (2) in the Northwest Quarter
of the Northwest Quarter (NW/4 NW/4) of Section
Thirty-Five (35), Township Twenty-Eight (28)
South, Range One (1) East of the 6th P.M.

IN WITNESS WHEREOF, the Grantors have hereunto set their
respective hands and seals the day and year first above written.

Donnie E. Cook
Donnie E. Cook

Norma J. Cook
Norma J. Cook

STATE OF KANSAS)
COUNTY OF Sedgwick) SS.

BE IT REMEMBERED, that on this 3rd day of April
1974, before me, the undersigned, a Notary Public in and for the
county and state aforesaid, came Donnie E. Cook and
Norma J. Cook, his wife, who are personally known to me to be
the same persons who executed the foregoing instrument of writing,
and such person duly acknowledged the execution of the same.

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



Edward J. Meier
Notary Public

My commission expires: 2-16-75
Attn Mr. Grall
Anadarko Production Co., Box 186, Augusta, KS 67010

#15

JUN 190 1966

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
.....M

MAY 14 1976
2 78115

NO.
BETTE F. McCART
REGISTER OF DEEDS

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That _____

Donnie E. Cook and Norma J. Cook, husband and wife

2217 Lulu, Wichita, Kansas 67200

of the Post Office of Wichita, in the State of Kansas hereinafter referred to as "Grantor" (whether one or more), in consideration of One Dollar (\$1.00), to them, in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$ 1.00 to be paid before the pipeline hereinafter specified is laid, do hereby grant and convey unto Anadarko Production Company, its successors and assigns, hereinafter referred to as "Grantee", an easement and right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate, and remove a pipeline for serving Grantor or others, drips, gates, cathodic equipment, regulators, metering facilities, and all appurtenances convenient for the maintenance and operation of said line and facilities for the transportation of gas or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Sedgwick in the State of Kansas to-wit:

Government Lot Two (2) in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Thirty-Five (35), Township Twenty-Eight (28) South, Range One (1) East of the 6th P.M.

Said right-of-way will be confined to 8 feet on either side of the center line of the pipeline.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said Anadarko Production Company, its successors and assigns.

Grantee shall have the right to select, change or alter the route of the pipeline herein authorized to be laid under, upon, over and through the above described premises. The pipeline installed hereunder shall be buried a minimum of thirty (30) inches at the time of construction. Grantor shall not place anything over or so close to any pipeline or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment or means customarily employed in the maintenance of pipelines. All damage to growing crops, drainage tile, fences and buildings of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantee after the damage is done, and said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

Anadarko Production Co
Wichita, Kansas
67200

Payment of all moneys becoming due hereunder may be paid to _____

Donnie E. Cook and Norma J. Cook at 2217 Lulu, Wichita, Kansas 67200.

This Grant shall be assignable and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and shall constitute a covenant running with the land. It is understood that the terms of this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 22nd day of December A. D., 1973.

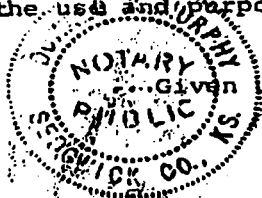
WITNESSES:

Susan K. Swamy
Betty Jo Patterson

Donnie E. Cook
Donnie E. Cook
Norma J. Cook
Norma J. Cook

STATE OF KANSAS)
COUNTY OF Adair) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of December, 1973, personally appeared Donnie E. Cook and Norma J. Cook, his wife, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.



Given under my hand and seal the day and year last above written.
My Commission Expires: 3-17-74

Donald R. Murphy
Notary Public
DONALD R. MURPHY

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

Notary Public

SEAL & SIGNATURE

RIGHT-OF-WAY GRANT
(Utility System)

FILE 1453 PAGE 0467

#16
D.C.
KNOW ALL MEN BY THESE PRESENTS, That Donnie E. Cook
and Wilma J. Cook, husband and wife, in the State of Kansas here-
inafter referred to as "Grantor" (whether one or more) in
consideration of One Dollar (\$1.00) to him, in hand paid, receipt
of which is hereby acknowledged, do hereby grant and convey unto
Getty Gas Gathering, Inc. their successors and assigns,
hereinafter referred to as "Grantee" an easement and right-of-way
to lay, construct, maintain, alter, inspect, repair, replace,
relocate, change the size of, operate and remove a pipeline for
serving Grantor or others, drips, gates, cathodic equipment
regulators, metering facilities, and all appurtenance convenient
for the maintenance and operation of said line and facilities for
the transportation of gas or other substances therein, under, on,
over and through the premises hereinafter described, and the
Grantee is granted the right of ingress and egress to on, from
and over the following described premises for the purpose
aforementioned in the County of Sedgwick, in the State of
Kansas to wit:

Government Lot Two (2) in the Northwest Quarter of the
Northwest Quarter (NW/4 NW/4) of Section Thirty-Five
(35), Township Twenty-Eight (28) South, Range One (1)
East of the 6th P.M.

Said right-of-way will be confined to 8 feet on either
side of the center line of the pipeline as shown on the
attached map.

TO HAVE AND TO HOLD said easements, rights, and right-
of-way unto the said Getty Gas Gathering, Inc., their successors
and assigns.

Grantee shall have the right to select, change or alter
the route of the pipeline herein authorized to be laid under,
upon, over and through the above described premises. The
pipeline shall be constructed at sufficient depth below the
surface of the ground to permit normal cultivation at the time of
construction. Grantor shall not place anything over or so close
to any pipeline or other equipment or means customarily employed
in the maintenance of pipelines.

Payment of ^{D.C.}all moneys become due hereunder may be paid
to Donnie E. Cook and Wilma J. Cook, husband and wife.

This Grant shall be assignable and be binding upon the
heirs, executors, administrators, successors and assigns of the
parties hereto and shall constitute a covenant running with the
land. It is understood that the terms of this Grant cannot be
changed in any way except in writing, signed by the Grantor, and
a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, The Grantors have hereunto set
their hands and seals on this 25 day of 1994.

April

Donnie E. Cook
Donnie E Cook

STATE OF KANSAS
SEDGWICK COUNTY

FILED FOR RECORD AT
8-002 D.C.

Wilma J. Cook
Wilma J Cook

STATE OF KANSAS

COUNTY OF Sedgwick

JUN 14 1994
1389027
SS. NO. PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Deputy

BE IT REMEMBERED, that on this 25 day of April
1994, before me, the undersigned a Notary Public in and for the
County and State aforesaid, came Donnie E. Cook and Wilma J. Cook
who is personally known to me to be the same person who executed
for foregoing instrument of writing, and such person duly
acknowledged the execution of the same.

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

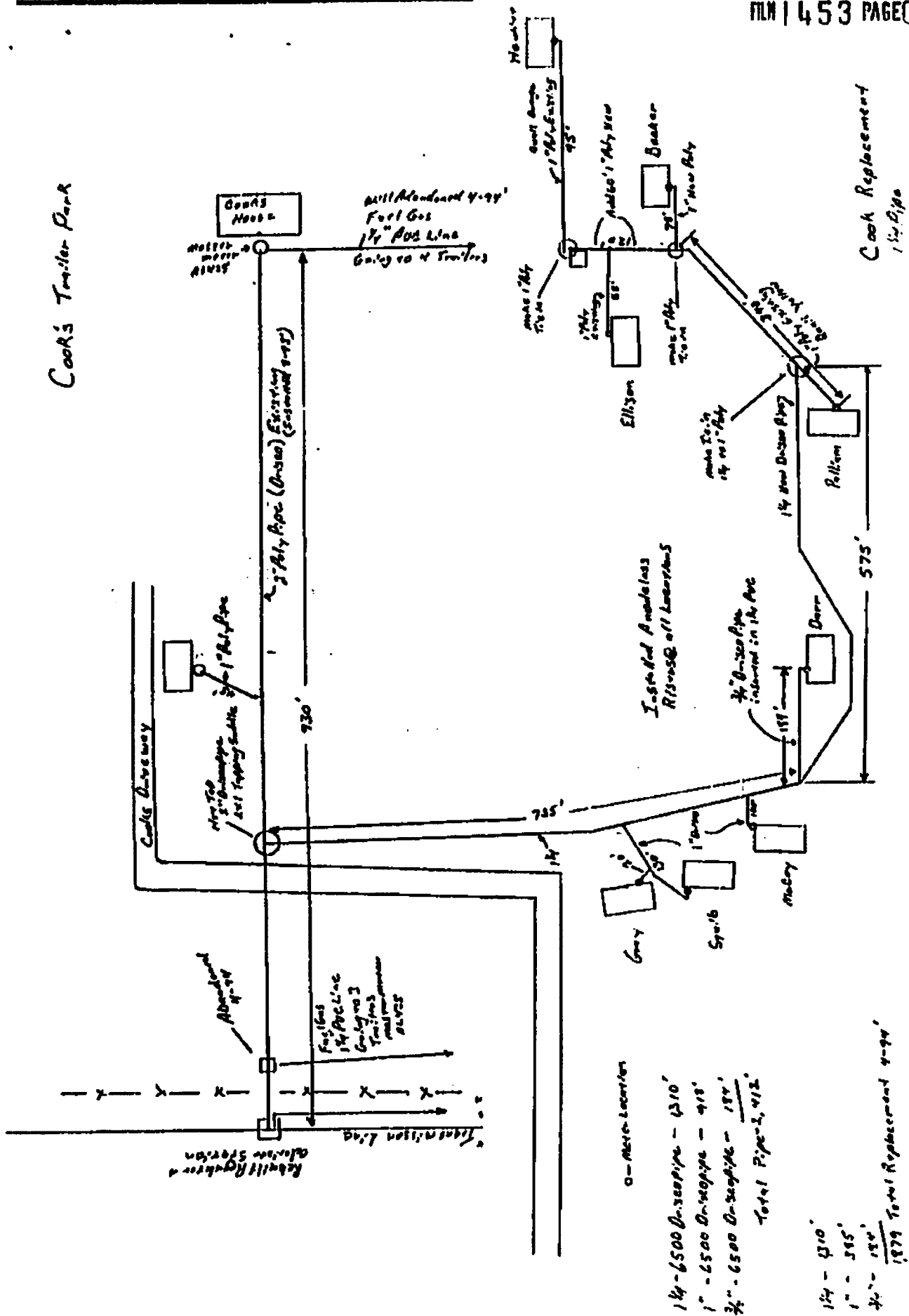
M. UDEE ACOSTA
NOTARY PUBLIC
STATE OF KANSAS
My Comm. Exp. 2-12-96

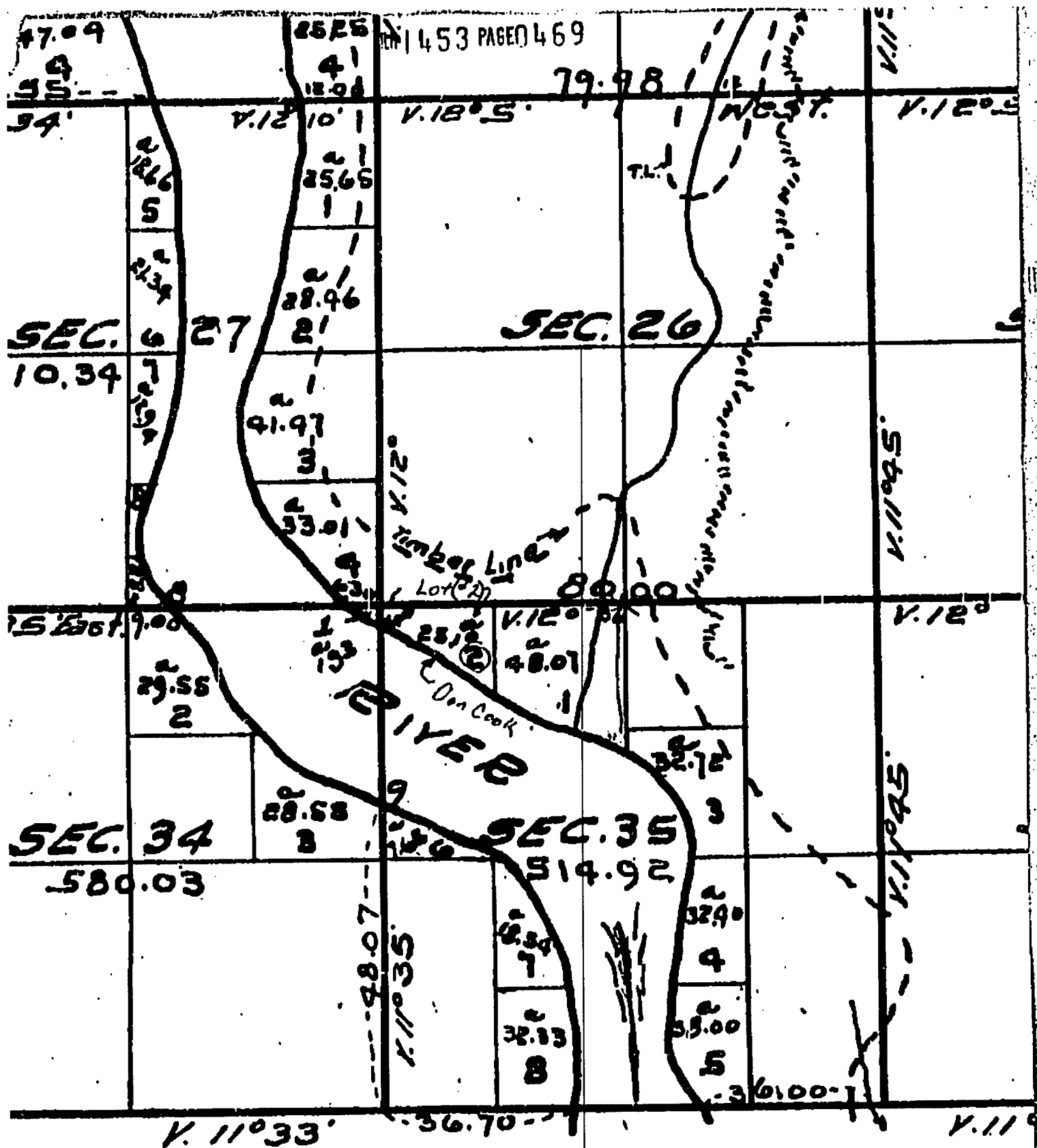
Udee Acosta
Notary Public

Getty Gas Gathering Inc
701 E. Belmont Ave
Augusta Ga 30600

0.00/01 My Commission Expires

Feb. 17, 1996





o of Township No. 28 South of Range N
Meridian, Kansas, is a true copy of the

#17

FILE 529 PAGE 1727

RIGHT-OF-WAY GRANT
(Utility System)

KNOW ALL MEN BY THESE PRESENTS, That Donnie E. Cook, in the State of Kansas hereinafter referred to as "Grantor" (whether one or more) in consideration of One Dollar (\$1.00) to him, in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto Getty Gas Gathering, Inc. their successors and assigns, hereinafter referred to as "Grantee" an easement and right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate and remove a pipeline and from time to time additional pipeline or pipelines for serving Grantor or others, drips, gates, cathodic equipment regulators, metering facilities, telegraph and telephone lines, and all appurtenance convenient for the maintenance and operation of said line and facilities for the transportation of gas or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress to on, from and over the following described premises for the purpose aforementioned in the County of Sedgwick, in the State of Kansas to wit:

Government Lot Two (2) in the NW/4 of the NW/4 of Sec. 35, T28S, R18E, Sedgwick County, Kansas.

Said right-of-way will be confined to 8 feet on either side of the center line of the pipeline.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said Getty Gas Gathering, Inc., their successors and assigns.

Grantee shall have the right to select, change or alter the route of the pipeline herein authorized to be laid under, upon, over and through the above described premises. The pipeline shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation at the time of construction. Grantor shall not place anything over or so close to any pipeline or other equipment or means customarily employed in the maintenance of pipelines.

Payment of all moneys become due hereunder may be paid to Donnie E. Cook.

This Grant shall be assignable and be binding upon the heirs, executors, administrations, successors and assigns of the parties hereto and shall constitute a covenant running with the land. It is understood that the terms of this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals on this 5 day of June, 1995.

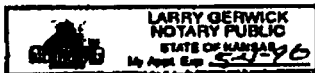
Donnie E. Cook
Donnie E. Cook

WITNESSES: Margaret Bueler
Margaret Bueler

STATE OF KANSAS)
COUNTY OF Sedgwick) SS.

BE IT REMEMBERED, that on this 5th day of June, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donnie E. Cook, who is personally known to me to be the same person who executed for forgoing instrument of writing, and such person duly acknowledged the execution of the same.

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



Larry Gerwick
Notary Public

STATE OF KANSAS)
SEDGWICK COUNTY) SS
FILED FOR RECORD AT
8:00 PM

My Commission Expires: 5-4-96

Getty Gas Gathering
781 E Belmont Ave
Augusta Kas 67010-2256

6.00
ch

1458717 4138

PAT KETTLER
REGISTER OF DEEDS

#18



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28917347

Receipt #: 1667452
Pages Recorded: 9
Cashier Initials: MKF

Recording Fee: \$40.00
Authorized By:

Date Recorded: 9/18/2007 2:05:19 PM



Grantor MOEHRING CRAIG RLS KS #875

Grantee UNPLATTED

Type of Document SURVEY

Recording Fees \$40.00

Mtg Reg Tax \$0.00

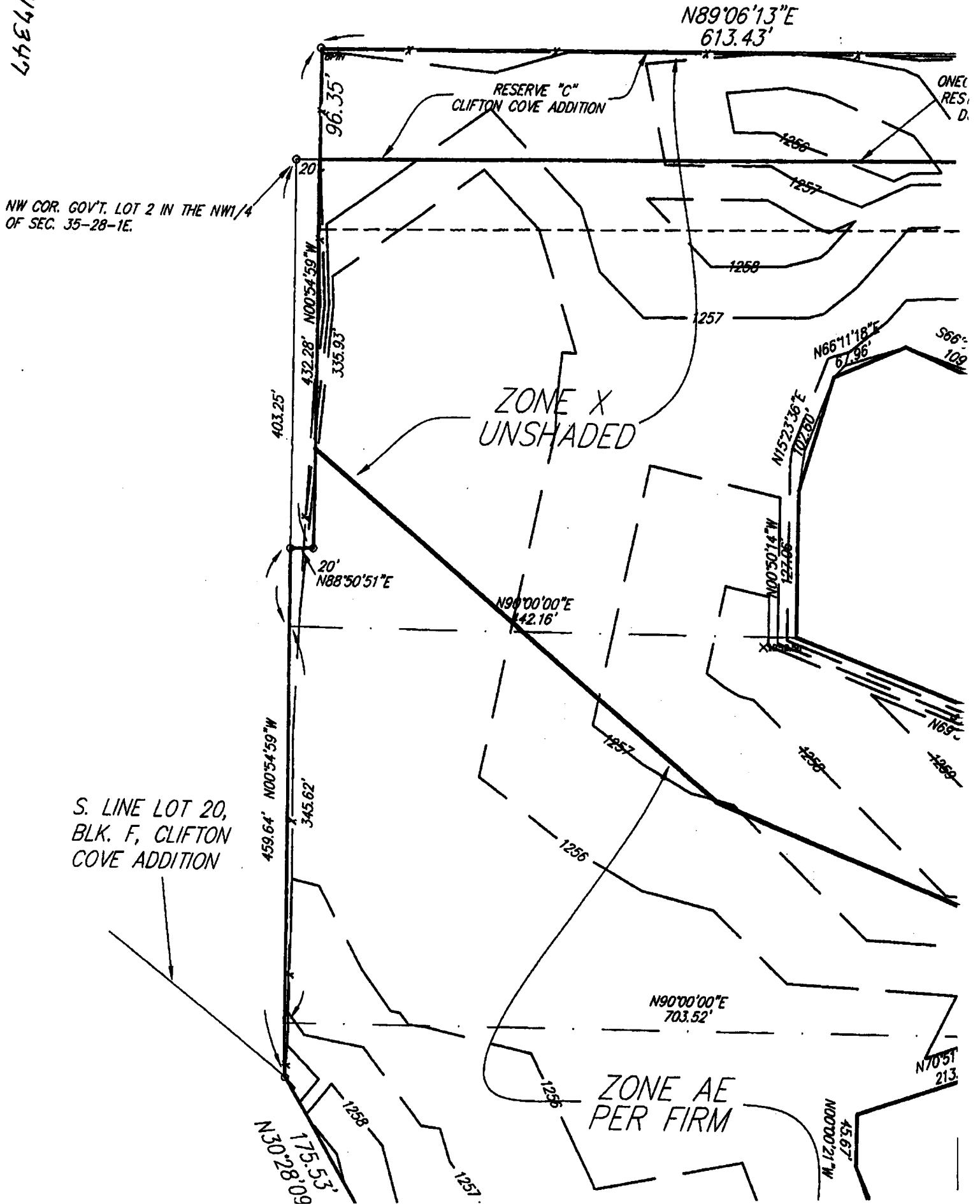
Total Amount \$40.00

Return Address SAVOY COMPANY PA

433 S HYDRAULIC

WICHITA KS 67211-1911

28914347
66641688



289142114

W

230.12
N23°50'27"W

HIGH BANK
OF RIVER

1196.94'
N51°07'17"W

ARKANSAS RIVER
FLOW

N89°13'44"E
365.03'

N88°45'59"E
317.00'

FIELD SERVICES COMPANY
SECTION OF RIGHT-OF-WAY
#/FLM-PG: 28734302

22.42'

58'

91.63'

S00°50'42"E

60' RIGHT-OF-WAY AGREEMENT
FILM 242, PG. 464

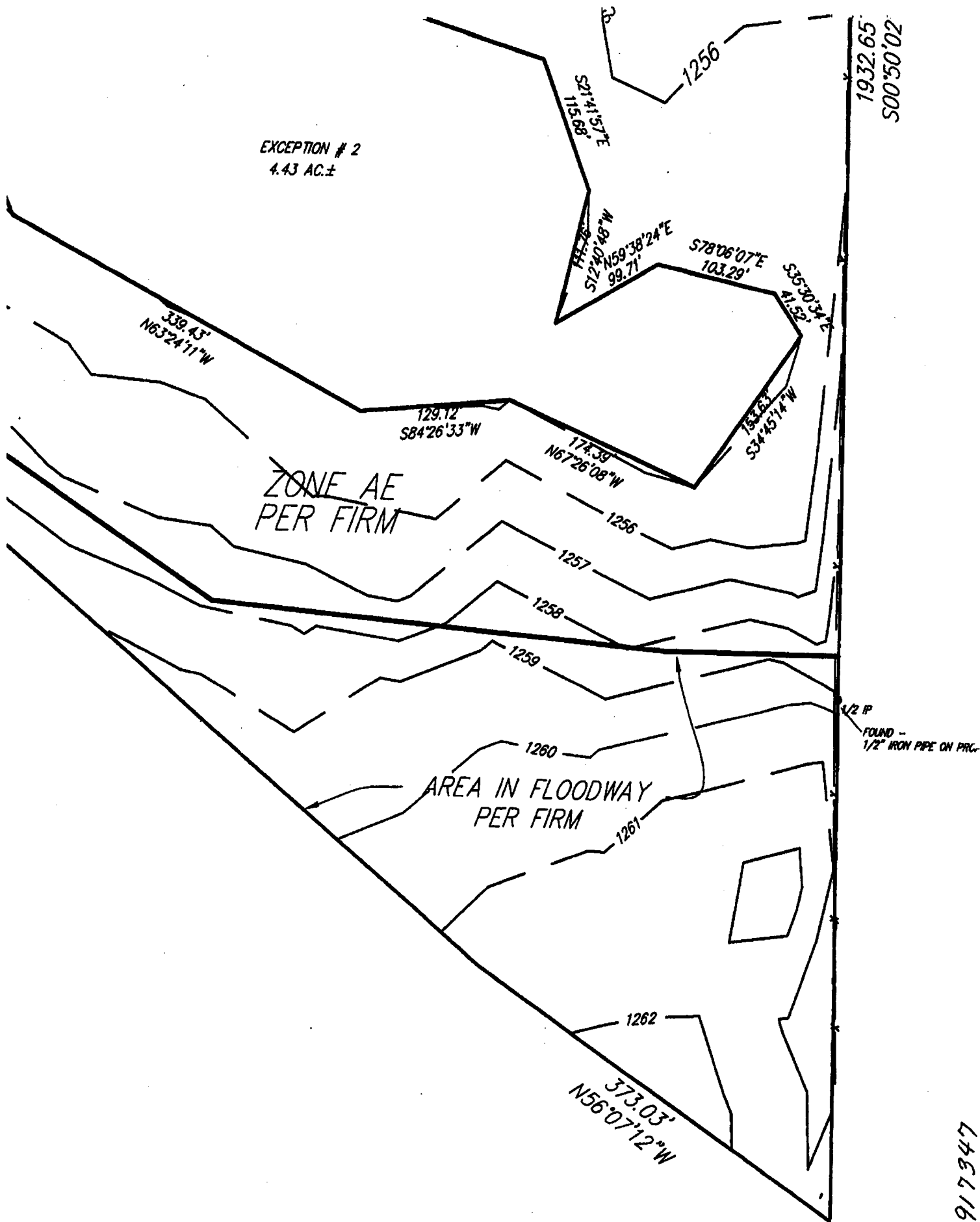
FOUND -
NE COR. GL
SEC. 35-2L

ZONE X
UNSHADED

BM - 60d IN PP
ELEV. = 1258.47

EXCEPTION # 1
5.40 AC.±

28917347



28917347

4786/600

1

ON PIPE
LOT 2 IN THE NW1/4 OF



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

Gross Area = 45.41± Acres

28917347

05 September 2007

FEMA FIRM 20173C0508E

Zone X UNSHADED AND
Zone AE (BFE 1255 NAVD 88)

Survey Datum = NAVD 88

Latitude: 37.575

Longitude: -97.296

BENCHMARK

60d NAIL IN POWER POLE, 305' S. OF THE
NW COR., NE1/4, NW1/4, SEC. 35-28-1E
ELEV. = 1258.47 NAVD 88

TY LINE

TOPOGRAPHIC SURVEY

Ownership Description:

Government Lot 2 in the Northwest Quarter of the Northwest Quarter of Sec. 35, Twp. 28 S, R. 1 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the West 20.0 feet of the North 335.93 feet thereof.

Legal Description of Tract to be Removed from the SFHA:

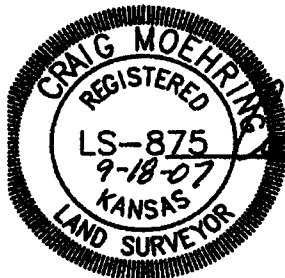
Government Lot 2 in the Northwest Quarter of the Northwest Quarter of Sec. 35, Twp. 28 S, R. 1 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the West 20.0 feet of the North 335.93 feet thereof.

EXCEPT:

Commencing at a point on the West line and 403.25 feet South of the NW Corner of the NW1/4 of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said West line having an assumed bearing of S00°54'59"E; thence N90°00'00"E, a distance of 442.16 feet to the point of beginning; thence N00°50'14"W, a distance of 127.06 feet; thence N15°23'36"E, a distance of 102.60 feet; thence N66°11'18"E, a distance of 67.96 feet; thence S66°56'20"E, a distance of 109.17 feet; thence S45°33'17"E, a distance of 63.78 feet; thence S18°07'39"E, a distance of 85.68 feet; thence S74°22'20"E, a distance of 208.96 feet; thence S77°02'19"E, a distance of 214.58 feet; thence S30°29'29"E, a distance of 53.79 feet; thence S16°39'33"E, a distance of 82.25 feet; thence S09°18'39"W, a distance of 138.11 feet; thence S13°14'44"W, a distance of 110.83 feet; thence S12°01'49"E, a distance of 62.80 feet; thence S35°42'49"W, a distance of 55.29 feet; thence N61°23'55"W, a distance of 134.53 feet; thence N56°27'25"W, a distance of 110.80 feet; thence N50°09'35"W, a distance of 88.12 feet; thence N36°56'01"W, a distance of 55.72 feet; thence N22°28'30"W, a distance of 53.74 feet; thence N01°17'45"W, a distance of 100.28 feet; thence N69°36'39"W, a distance of 341.46 feet to the point of beginning, containing 5.40 acres, more or less.

AND ALSO EXCEPT:

Commencing at a point on the West line and 748.87 feet South of the NW Corner of the NW1/4 of Section 35, Twp 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said West line having an assumed bearing of S00°54'59"E; thence N90°00'00"E, a distance of 703.52 feet to the point of beginning; thence S40°52'10"E, a distance of 32.88 feet; thence S27°14'53"W, a distance of 123.62 feet; thence N89°30'26"E, a distance of 148.58 feet; thence S73°32'00"E, a distance of 246.94 feet; thence S21°41'57"E, a distance of 115.68 feet; thence S12°40'48"W, a distance of 111.76 feet; thence N59°38'24"E, a distance of 99.71 feet; thence S78°06'07"E, a distance of 103.29 feet; thence S35°30'34"E, a distance of 41.52 feet; thence S34°45'14"W, a distance of 153.63 feet; thence N67°26'08"W, a distance of 174.39 feet; thence S84°26'33"W, a distance of 129.12 feet; thence N63°24'11"W, a distance of 339.43 feet; thence N23°50'27"W, a distance of 250.12 feet; thence N00°00'21"W, a distance of 45.67 feet; thence N70°51'37"E, a distance of 213.78 feet to the point of beginning, containing 4.43 acres, more or less.



Craig Moehring
 Craig Moehring, RLS KS #875

Land Surveyor

State of Kansas) SS
 Sedgwick County)

18th day of September 2007, by Craig Moehring, Land Surveyor.

My App't. Exp 10/30/07

Linda S Hamby
 LINDA S. HAMBY
 NOTARY PUBLIC
 STATE OF KANSAS

Notary Public



Savoy Company, P.A.
 Land Surveyors

#19

Parcel 1

MUSE 594 PAGE 58

RESTRICTIVE COVENANTS

The ASSOCIATED MATERIALS AND SUPPLY COMPANY, INC., a Kansas Corporation, hereby stipulates, covenants and agrees:

(a) that it will consent to a change in zoning from E-Light Industrial to R-Rural Residential of the property owned by this Corporation in Sedgwick County, Kansas, described as follows:

Beginning at a point 905.75 feet South of the NE corner of Government Lot 2, Section 35, Township 28 S of Range 1 East, Sedgwick County, Kansas, thence West parallel with North line of said Lot 2 a distance of 500 feet, thence South to a point on the established bank line of the Arkansas River, thence South easterly along said established bank line of the Arkansas River to its intersection with the East line of said Government Lot 2, thence North on said East line of said Government Lot 2, to the point of beginning containing 5.45 acres more or less,

STATE OF KANSAS
SEDCWICK COUNTY
FILED FOR RECORD AT
FEB 16 1967
NO. 2880
RUFUS E. DEERING
REGISTER OF DEEDS

upon a petition being filed for such a change by the Wichita-Sedgwick County Metropolitan Area Planning Commission after January 1, 1968;

(b) that this Corporation does hereby expressly waive and surrender any "non-conforming use" rights which it might otherwise have acquired in connection with its ownership and use of said property during the period of time said property was zoned E-Light Industrial by action of the Board of County Commissioners of Sedgwick County, Kansas, in Case #SCZ-0202;

(c) that this Corporation will remove, or cause to be removed, from said property above described the asphalt plant and the sand and gravel processing plant on or before December 31, 1967;

(d) that the above and foregoing agreements and stipulations are and shall be deemed covenants running with the land above described until each of them shall have been fulfilled, performed or shall have occurred.

IN WITNESS WHEREOF, Associated Materials and Supply Company, Inc. have caused this instrument to be signed by its President and attested by its Secretary and its corporate seal hereto attached this 15 day of February, 1967.

ASSOCIATED MATERIALS AND SUPPLY
COMPANY, INC.

By: [Signature]
its President

ATTEST:

Secretary

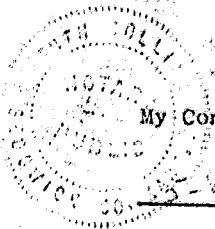
STATE OF KANSAS)
) ss
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 12 day of February, 1967, before me the undersigned, a Notary Public in and for the County and State aforesaid, came David L. Stannard, President of Associated Materials and Supply Company, Inc. a Corporation, to me personally known to be the same person who executed the within instrument as President, for and on behalf of, and as the act and deed of said corporation.

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

David G. Gustin
Notary Public

My Commission expires:



#19

Parcel 1

FILM 300 PAGE 1199

RESTRICTIVE COVENANTS

DONNIE E. COOK and NORMA J. COOK, husband and wife,
hereby make the following declaration as to restrictions, limita-
tions and use of the following described real estate:

All that part of Government Lot 2 in Section 35
Township 28 South, Range one East, of the 6th
P.M., Sedgwick County, Kansas lying North of a
line that is 1,350 feet South of the Northeast
corner of said Lot 2, and running Northwesterly
to a point that is 700 feet South of the North-
west corner of said Lot 2.

which said Declaration shall constitute covenants running with said
land and shall be binding upon all owners and their successors,
assigns and heirs;

"No rubbish, car bodies or any other foreign
matter shall be deposited within the excava-
tion made in the removal of sand or gravel on
said premises at any time."

The above restriction and agreement shall be deemed a
covenant running with the land and shall not be amended, deleted
or changed.

IN WITNESS WHEREOF, this Restriction has been executed
on this 29th day of March, 1978.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
..... P.M.
APR 19 1978

Donnie E. Cook
DONNIE E. COOK

Norma J. Cook
NORMA J. COOK

STATE OF KANSAS)
SEDGWICK COUNTY)

3 80311
BY: BETTE F. MCCART
CLERK OF DEEDS

*Lat Keller
Deputy*

BE IT REMEMBERED, that on this 29th day of March,
1978, before me a Notary Public in and for said County and State,
came Donnie E. Cook and Norma J. Cook to me personally known to be
the same person who executed the foregoing instrument and duly acknow-
ledged the execution of the same.

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

Edward J. Mier
Notary Public



My Appointment Expires:

My Commission Expires February 15, 1979

*T. Berniger
Cushman, Brainerd, et al
301st Hall Bank Bldg*

#19

Parcel 1

FILED 834 PAGE 0070

RESTRICTIVE COVENANT

DONNIE E. COOK AND NORMA J. COOK, husband and wife, hereby make the following declaration as to restrictions, limitations, and use of the following described real estate:

Government Lot 2 in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 28 South, Range 1 East of the 6th P.M. Generally located on the South side of 63rd Street South between Clifton and the Arkansas River.

which said Declaration shall constitute covenants running with said land and shall be binding upon all owners and their successors, assigns and heirs;

1. No foreign matter, including but without limitation to, rubbish, trees, car bodies, new asphaltic concrete mix, and building rubble or other trash shall be deposited on the above described real property or within the excavation made in the removal of sand or gravel on said premises at any time.

2. Bank stabilizations and fill materials shall include sidewalk pavement, concrete pavement, concrete pavement with asphaltic concrete overlays, and asphaltic concrete pavement. All asphaltic concrete materials shall have aged sufficiently so that the water soluble pollutants have dissipated. In no instance will asphaltic concrete exceed 15% of the total materials used.

3. Reinforcing materials protruding in excess of 12 inches shall not be permitted. Materials used for final grade shall have reinforcing materials clipped as close to flush as possible.

The above restrictions and agreement shall be deemed a covenant running with the land and shall not be amended, deleted, or changed. This covenant being more restrictive, as required by the MAPC and the Sedgwick County Commissioners, than the covenant recorded on Film 300 at Page 1199, hereby supersedes said previous covenant.

IN WITNESS WHEREOF, this Restriction has been executed on this 30 day of SEPTEMBER, 1986

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
1:00 P

Donnie E. Cook
DONNIE E. COOK

Ed Renda
Deputy

SEP 26 1986

NO. 8 35228

Norma J. Cook
NORMA J. COOK

STATE OF KANSAS
SEDGWICK COUNTY
RAT KETTLER
REGISTER OF DEEDS
SS.

BE IT REMEMBERED, that on this 30 day of September, 1986, before me a Notary Public in and for said County and State, came Donnie E. Cook and Norma J. Cook to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

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



Irene Darr
NOTARY PUBLIC

My Appointment Expires:

August 27, 1987

566 City Park

OIL AND GAS LEASE

6372 869

KANSAS BLUE PRINT CO INC

Donnie E. Cook and Norma Jean Cook, his wife
(6303 South Clinton Route 2 - Holly, Texas - 76037)

1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658

Post Office Address:

herein called "water" whether gas or water, and Donald C. Sedwick _____

1. Lease, in consideration of _____ one and other _____ Dollars \$ 1.00 _____ in hand paid, receipt of which is hereby acknowledged and of the covenants herein provided and of all agreements of the lessee herein contained, hereby grants, leases and lets exclusively, with, power for the purpose of the extracting, separating, storing, treating, refining, producing, processing, transporting and otherwise disposing of, and otherwise using, all gas and hydrocarbon gases and things thereon to produce, save and use of, treat, manufacture, process, store and transport and use of, liquid hydrocarbon gases and their respective constituent products and other products manufactured therefrom, and business and otherwise caring for its employees, the following described land, together with any and all improvements thereon, and after-produced interest, therein situated in _____ County, Kansas, to-wit:

Govt. Lot Two (2) in the Northwest Quarter (NW¹/₄)

In Section 35 Township 28 South, Range 1 East, and containing 49.0 acres, more or less, and all accretions thereon.

2. Subject to the provisions herein contained this lease shall remain in force for a term of 10 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other prospective constituent products, or any of them, is produced from said land or land with which said land is pooled.

[illegible]

\$5.00
per
net
acre.

per net acre.

6. If operations for drilling are not commenced on said land or on land pooled therewith on or before December 6, 1984, this lease shall terminate as to both parties.

7. There shall be no shut-in royalty which shall cover the privilege of deferring commencement of such operations for a period of ninety (90) days in an effort to obtain the necessary permits to commence operations. The commencement of such operations may be further deferred for a period of ninety (90) days in an effort to obtain the necessary permits to commence operations. Payment of shut-in royalty shall be made in the event of the shut-in period.

and the undersigned hereby certifies that the above is a true and correct copy of the original document as the same appears in the records of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

See Exhibit "A" attached hereto ~~and which is~~ part hereof.

IN WITNESS WHEREOF, we have set our hands and seals this 10th day of June, 1964.

WITNESSES:

Donnie E. Cook
SS# 448-32-2121

SS# 448-32-2121

Normal Jean Cool

Normal Year Cool

1949 (1900)

637 870

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____
Notary Public

My commission expires _____



Paul F. Masterson
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____

Notary Public

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
FEB 8 1984

FEB 8 1984

NO. _____
BETHE F. MCCART
REGISTERED OF DEEDS

E. L. Pessal
Deputy

OIL AND GAS LEASE

No. _____

FROM

TO

Date

Section

No. of Acres

County

STATE OF

County

This instrument was filed for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of

the records of this office

Register of Deeds

By

When recorded, return to

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____
of _____
corporation, on behalf of the corporation.
My commission expires _____

Notary Public

EXHIBIT "A"

LEN 637. 871

1. Lessor agrees that Lessee shall have the right to renew said lease for an additional one (1) year.
2. This lease shall not be unitized for oil or gas without first obtaining written consent from Lessor.
3. Lessee agrees to contact Lessor prior to any seismic or drilling operations on said land.

K-10775

Form 44 - (Producers)
Kan., Okla. & Colo. 1962 Rev. **B W**

OIL AND GAS LEASE

November 2001 **KANSAS BLUE PRINT CO. INC.**

THIS AGREEMENT made this 16th day of November 1984 between Donnie E. Cook and Norma Jean Cook, his wife
(6303 South Clifton, Route 2 - Derby, Kansas 67037)

hereto called lease, whether one or more, and _____, known as _____, the lessor.

1. Lease, in consideration of _____ One and other _____ Dollars is 1.00 _____, in hand paid, receipt of which is hereby acknowledged and of the covenants herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto, leave for the purpose of investigating, exploring, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituents, products, injecting gas, water, other fluids, and air into subsurface strata, having gas, liquid, gas, steam, steam, and other fluids, and their respective constituents and things therein in produce, save, here, care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituents, products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any necessary rights and after-acquired interest, therein situated in _____ County, Kansas, to-wit:

Sadgwick

Govt. Lot Two (2) in the Northwest Quarter (NW $\frac{1}{4}$)

In Section 35, Township 28 South, Range 1 East, and containing 49.0 acres, more or less, and all
 exceptions therein. one (1) year from December 9, 1984

2. Subject to the provisions herein contained this lease shall remain in force for a term of one (1) year from December 9, 198 and so long thereafter as oil, gas, hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

[illegible]

10. If operations are not commenced on said land or if land pooled therewith on or before ~~XXXXXX~~ this lease shall terminate as to both parties upon the date of the expiration of the term of the lease and the lessor shall not be liable for the payment of any royalty or bonus on the production of oil or gas from the land.

_____ Dollars (\$ _____) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months in the manner and upon the payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made in the lesser or in the

Bank of America, N.A. (the "Bank"), which bank, or any successor thereof, shall continue to be the agent for the lessee and its successors, heirs and assigns. If such bank for any successor bank shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall be held in default until such time as the bank or its successor bank shall deliver to lessee a valid instrument meeting provisions for another method of payment or tender, and any delinquent charge to a liability of the lessee. The payment or tender of money may be made by check or draft of lessee, mailed or delivered to said bank or lessee, or either lessee if more than one, on or before the next mailing date. Notwithstanding the death of the owner or its successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the estate of the owner or its successors in interest.

[illegible][illegible]

2. Lessee shall have free use of gas, and water from said land, except water from lesser wells and tanks, for all operations heretofore, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed on the gas actually produced and the expiration of this lease is to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required to remove, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its drilling or its existing wells on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessee's consent. Lessee shall be liable for the expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, and of any surface not so affected by such use.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no other person shall have any right or interest in the land, rents, or royalties hereunder, except as expressly provided herein. The purpose of this lease is to enlarge the obligations of the lessor to the lessee and to diminish the rights of the lessee. No such change of ownership in the ownership of the land, certain rural lands, shall constitute an assignment of the lease, and no person acquiring any interest has furnished money with the instrument or instruments, or certified copies thereof, constituting his claim of title from the original owner. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the original owner and the assignee according to the surface area of such and default in rental payment by one shall not affect the rights of other interested parties hereunder. An assignment of this lease to a person other than the original owner shall constitute an assignment of the lease. If the original owner hereunder, and, if, in case of assignment of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such owner or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon

[illegible]

10. Lessee hereby warrants and agrees to defend the title to said land, and agree that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and at its option, may cause to be paid any such tax with the right to enforce same and apply rentals and royalties accruing thereunder toward satisfying same. In case said Lessee were a lessor in an underlease, it shall be entitled to enforce the same, then, then the rentals, including sub-lease gas proceeds, and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the total and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after acquisition title to cover the interest so acquired, and Lessee agrees to notify Lessee in writing upon acquisition of any additional interest in the above described property, whether it be by purchase or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased accordingly. If the interest so acquired any other or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the parties or parties executing the same.

11. If the leased premises shall hereafter be owned in severalty or in separate fractions the premises, nevertheless, shall be developed and operated as one leasehold, and all activities occurring hereunder shall be treated as an entirety and shall be divided among and paid in such separate shares in the proportion that the acreage owned by the lessor bears to the entire leased acreage. There shall be no obligation on the part of the owner to effect wells on separate tracts of acreage within the land covered by this lease may be hereafter divided by sale, lease or otherwise or in which separate ownership or receiving tanks are installed.

12. Lessor and lessor's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, in event of his death and to assign by delivering or making a release thereof to the lessee, or by placing a release thereof of record in the county in which, and land is situated, thereupon, this lease shall be released from all obligations, expressed or implied, of this agreement as to the acreage so surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced to said release or releases.

See Exhibit ¹ ~~1~~ attached hereto and made a part hereof.

STATE OF NEW YORK
JULY 1964

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

WILMINGTON:

✓ 11487

$$A = 117.02$$

Donnie E. Cook

Soc. Sec. #448-32-2121

Norma Jean Lee

Norma Jean Cook

Donald C. Houston
200 Douglas Bldg

7.00

Exhibit "A"

This Exhibit "A" is attached to and made a part of the Oil and Gas Lease dated November 16, 1984, from Donnie E. Cook and Norma Jean Cook, his wife, to Donald C. Slawson on Govt. Lot Two (2) in the Northwest Quarter (NW $\frac{1}{4}$) 35-28S-1E, Sedgwick County, Kansas.

1. This lease shall not be unitized for oil or gas without first obtaining written consent from Lessor.
2. Lessee agrees to contact Lessor prior to any seismic or drilling operations on said land.

#23



Sedgewick County
Register of Deeds - Bill Meek
DOC. #/FLM-PG: 29077404

Receipt #: 1723448
Pages Recorded: 3
Cashier Initials: LAS

Recording Fee: \$16.00
Authorized By:

Date Recorded: 7/20/2009 8:43:22 AM



Grantor	<u>KANSAS DEPT OF REVENUE DIV OF VEHICLES</u>
Grantee	<u>COOK DONNIE E</u>
Type of Document	<u>AFF AFFIXED MOBILE/MANUFACTURE</u>
Recording Fees	<u>\$16.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$16.00</u>
Return Address	<u>DONNIE E COOK</u>
	<u>6303 S CLIFTON</u>
	<u>DERBY, KS 67037</u>
	<u> </u>

000029077404

06M 239910

KANSAS

DEPARTMENT OF REVENUE
DIVISION OF VEHICLES
 www.ksrevenue.org/dmv

AFFIDAVIT OF PERMANENTLY AFFIXED
MANUFACTURE/MOBILE HOME AND
APPLICATION TO ELIMINATE TITLE

PLEASE TYPE OR PRINT

\$10.00 FEE**MANUFACTURED/MOBILE HOME AND TITLE INFORMATION**

Date of Affidavit: _____

1983 Schult 28 X 66
 Year Make Width Length

P190109AB
 Identification Number

Y0854181
 Kansas Title Number

MANUFACTURED/MOBILE HOME OWNER(S) INFORMATION (List All Owner(s) shown on the Ownership Document)

Names of
 All Owners

Donnie E Cook

6303 S Clifton
 Address

Derby
 City

Ks 67037
 ST ZIP

I, Donnie E Cook, by my signature below certify that I am an owner of the manufactured/mobile home and of the real property described herein and which the manufactured/mobile home is affixed.

LIEN HOLDER INFORMATION

Name

Address

City

ST

ZIP

LEGAL DESCRIPTION OF REAL PROPERTY WHERE MANUFACTURED/MOBILE HOME IS AFFIXED (If additional space is needed, attach a separate sheet)

3309 E 63rd St S Derby Ks 67037

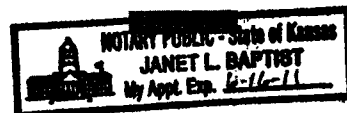
OWNER'S CONSENT TO ELIMINATE TITLE

I/We, the owner(s) of the manufactured/mobile home described herein have complied with all laws and requirements, and hereby consent to, and apply for the elimination of the title for this manufactured/mobile home. I/We certify, under penalty of perjury, that all information contained in this affidavit is true and correct to the best of my/our knowledge. All owners must sign.

Owner's

Signature(s) Donnie E. CookSubscribed and sworn before me in: County SedgwickState KansasOn: Month June Day 15th 2009

My Commission Expires:

Notary Public: Janet L. Baptist16th day of June 2011**LIEN HOLDER'S CONSENT TO ELIMINATE TITLE**

I, the undersigned, authorized official of the lien holder listed herein consent to the elimination of the title for the manufactured/mobile home described herein.

Authorized

Official's Signature _____

Date _____

Position Title _____

Subscribed and sworn before me in: County _____

State _____

On: Month _____ Day _____ 20____

My Commission Expires:

Notary Public: _____

____ day of _____ 20____

APPROVED APPLICATION TO BE FORWARDED TO:

Name

Address

City

ST

ZIP

DO NOT WRITE BELOW THIS LINE - For Division of Vehicles and Recorder of Deeds Use Only

APPLICATION APPROVED BY TITLES AND REGISTRATIONS BUREAU

FOR RECORDER OF DEEDS USE ONLY

Approved by
 Signature: _____

Position: _____

Date: _____

TR-63 (3-04)

TITLE AND REGISTRATION BUREAU
DIVISION OF VEHICLES

Instructions on the Back of this Form

000029077404

Exhibit A

Legal Description

GOV. LOT 2 IN NW1/4 EXC W 20 FT N 335.93 FT THEREOF SEC 35-28-1E

#24



Sedgwick County
Register of Deeds - Bill Meek
DOC. #/FLM-PG: 28734302
Receipt #: 1604606
Pages Recorded: 6
Recording Fee: \$28.00
Cashier Initials: SI
Authorized By: 
Date Recorded: 11/21/2005 1:34:24 PM



Grantor	<u>ONEOK FIELD SERVICES COMPANY</u>
Grantee	<u>CAYWOOD LLC</u>
Type of Document	<u>AMENDMENT</u>
Recording Fees	<u>\$28.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$28.00</u>
Return Address	<u>REAL ESTATE DEPARTMENT</u>
	<u>P O BOX 3538</u>
	<u>TOPEKA KS 66601</u>
	<u> </u>

00028734302

RESTRICTION OF RIGHT-OF-WAY

This agreement is made and entered into by and between Caywood, LLC (hereinafter referred to as Property Owner) and ONEOK Field Services Company, an Oklahoma company, with its principal offices in Tulsa, Oklahoma, having a mailing address of P.O. Box 871, Tulsa, Oklahoma, 74102-0871 (hereinafter referred to as Company).

WHEREAS, ONEOK Field Services Company is the owner of a right-of-way, by mesne assignment, (hereinafter referred to as Right-of-Way Grant) covering lands in Sedgwick County, Kansas, under an easement dated June 30, 1961, granted to Anadarko Production Company, recorded in Misc Book 486 at Pages 500-501 in the Sedgwick County Register of Deeds office.

WHEREAS, Property Owner is owner of the a tract of land generally located in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, all in Township 28 South, Range 1 East, Sedgwick County, Kansas; said tract specifically described within the Warranty Deed between Barbara J. Fry, Trustee of the Barbara J. Fry Trust and Caywood, LLC, said Warranty Deed recorded on September 23, 1998 in Bk 1823 Pages 1875- 1877 in the Sedgwick County Register of Deeds office.

WHEREAS, the Property Owner has requested that Company execute a restriction of the Original Right-of-Way, and Company agrees to provide such restriction.

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

1. Company does hereby release, relinquish, and surrender all rights acquired under and by virtue of the terms of the original Right-of-Way Grant, EXCEPT that Company retains and reserves to itself a pipeline right-of-way over the property covered by said Right-of-Way Grant, said reserved pipeline right-of-way being specifically described in Exhibits "A" and "B" attached hereto and made a part hereof.

2. Property Owner may fully use and enjoy the premises subject to the pipeline right of way herein retained, but Property Owner agrees that it will not construct or permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right-of-way without the written consent of Company. Property owner shall not change, nor cause to be changed, the topography of the terrain over the pipeline, nor create drainage over or under the pipeline which erodes the cover or subterranean support.

3. Company shall have the right at any time to change the size of its pipeline and to cut, trim, and keep clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, or removal of said pipeline.

4. Company shall repair or pay for all physical damages to fences, crops, and premises which may be suffered by reason of laying, relaying, maintaining, operating, or removing said pipeline. If damages cannot be mutually agreed upon, the parties agree to have the damages ascertained and determined by three disinterested persons, one thereof to be appointed by the Property Owner, one by the Company, and the third by the two so appointed; and the award of two of such three persons shall be final and conclusive.

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5. Company shall have no duty to provide Property Owner with gas or access to gas for domestic usage.

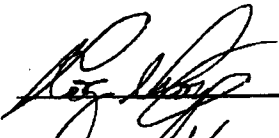
6. No paved roadway shall be allowed to be constructed any closer than (30) feet to the subject Company pipeline.

7. This restriction of right-of-way contains all of the agreements and stipulations between the Company and Property Owner with respect to the restriction of the Original Right-of-Way and retention of right-of-way, and the same shall inure to the benefit of and be binding upon the Company and the Property Owner and their respective heirs, successors, and assigns.

8. It is the intent of the parties that the covenants stated in this Restriction of Right-of-Way shall apply to the retained pipeline right-of-way area and shall be in addition to the rights and obligations stated in the original Right-of-Way Grant. If there is a conflict of rights or obligations between the two instruments, the covenants contained in this Restriction shall apply and supersede those in the original Grant of Right-of-Way.

IN WITNESS WHEREOF, the undersigned have executed this restriction of right-of-way agreement made this 1st day of November, 2005.

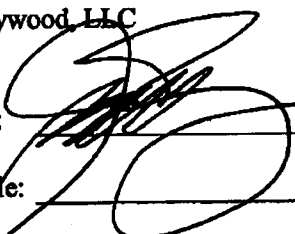
ONEOK Field Services Company

By: 

Title: Vice President

PROPERTY OWNER

Caywood LLC

By: 

Title: MBR

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ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
)
COUNTY OF Tulsa)

ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of November, 2005, personally appeared Roger G. Thorpe, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of ONEOK Field Services Company and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires:

My Commission Expires April 26, 2008
Commission #04003819

Commission No. _____

Notary Public

Judy E. Seaton

Typed or Printed Name of Notary

Judy E. Seaton

STATE OF Kansas)
)
COUNTY OF Sedgwick)

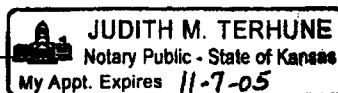
ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 2004, personally appeared JAY W. RUSSELL, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as MEMBER of Caywood, LLC, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires:

11-7-05



Commission No. _____

Judith M. Terhune
Notary Public

Typed or Printed Name of Notary

Exhibit "A" - Legal Description

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The portion of a 100.00 foot wide strip of land as it lies within Government Lot 4 in Section 27, and in Government Lot 1 in Section 34, and in Woodvale Addition, Sedgwick County, Kansas, said Woodvale Addition described as being the Southwest Quarter of the Southwest Quarter of Section 26, all of the above being in Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas. Said strip being described as 50.00 feet on each side of the following described centerline: Commencing at the Southeast corner of Lot 6, Block E, in said Woodvale Addition; thence northerly along the east line of said Lot 6, 41.63 feet for a point of beginning; thence westerly to a point 41.18 feet north of the south line of said Woodvale Addition and 316.85 feet west of the east line of said Woodvale Addition; thence westerly to a point 43.61 feet north of the south line of said Woodvale Addition and 682.03 feet west of the east line of said Woodvale Addition; thence westerly to a point on the west line of Lot 1, block F, in said Woodvale Addition, said point being 46.44 feet north of the Southwest corner of said Lot 1 in said Block F; thence westerly into Government Lot 4 in said Section 27 to a point 46.48 feet north of the south line of Government Lot 4 in said Section 27 and 10.15 feet west of the east line of Government Lot 4 in said Section 27; thence westerly to a point 45.76 feet north of the south line of Government Lot 4 in said Section 27 and 42.21 feet west of the east line of Government Lot 4 in said Section 27; thence southerly to a point on the south line of Government Lot 4 in said Section 27, said point being 42.10 feet west of the Southeast corner of Government Lot 4 in said Section 27; thence southerly into Government Lot 1 in said Section 34 to a point 40.97 feet west of the east line of Government Lot 1 in said Section 34 and 480.01 feet south of the north line of Government Lot 1 in said Section 34; thence southwesterly with a deflection angle to the right of 68°39'50", 209.50 feet, more or less, to a point on the mean high bank of the Arkansas River, and there ending. The intent of the above described 100.00 foot wide strip of land is to extend to and terminate at said mean high bank of the Arkansas River and to extend to and terminate at the east line of said Woodvale Addition.

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61ST						STREET					
1			1	2							
AVE						RUTAN					
						1	2	3	4	5	
						SOUTH					
						CLIFTON					

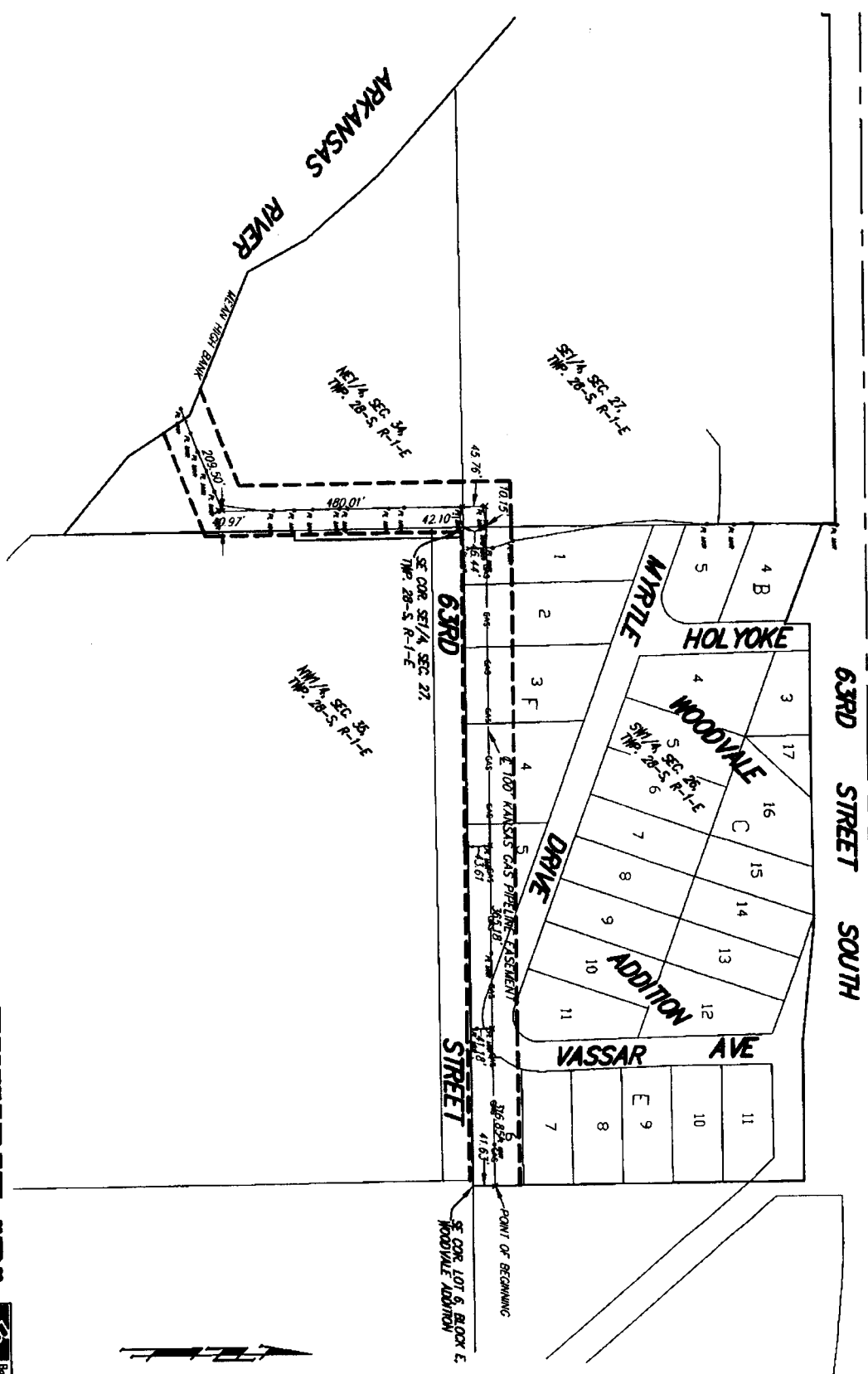
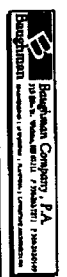


EXHIBIT "B"



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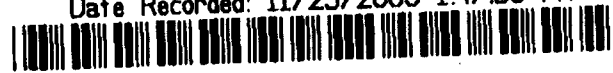


Sedgwick County
Register of Deeds - Bill Meek
DOC #/FLM-PG: 28735300

Receipt #: 1601917
Pages Recorded: 4

Recording Fee: \$20.00

Cashier Initials: SL
Date Recorded: 11/23/2005 1:47:39 PM
Authorized By:



#27
Parcel 2

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

RESTRICTIVE COVENANT

Approved / Accepted by City Council

This 11-15-05

THIS DECLARATION made this 26th day of April, 2005, by
Caywood, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

CLIFTON COVE ADDITION
Reserve "C"

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "C", Clifton Cove Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "C" is hereby reserved for open space, landscaping, drainage purposes, pipelines as confined to easement and a temporary cul-de-sac as confined to easement.
2. That Reserve "C" shall be owned and maintained by the owners of that part of Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E lying south of and adjacent to said Reserve "C", their successors or assigns.
3. That the owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon said Reserve, as defined on the face of the plat for said Clifton Cove Addition, for the purpose of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

Sub 2005-05
05-1058
\$2000
Baughman

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Restrictive Covenant
Page 2 of 4

A. That the Lot Owner has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the owner of said Reserve "C", and the Owner has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against said Reserve "C", Clifton Cove Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Reserve "C", as platted in said Clifton Cove Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Caywood, L.L.C.

By:

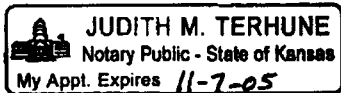
Jay W. Russell, Member

Restrictive Covenant
Page 3 of 4

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 26th day of April, 2005, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Member of Caywood, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-05)

Restrictive Covenant
Page 4 of 4

Accepted and acknowledged this 26th day of April, 2005.

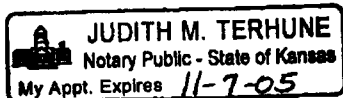
Donnie E. Cook
Donnie E. Cook

Sallie Cook
Sallie Cook

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 26th day of April, 2005,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Donnie E. Cook and Sallie Cook, husband and wife, personally known
to me to be the same persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-05)

Kendra Cox

From: Weber, Jim <Jim.Weber@sedgwick.gov>
Sent: Tuesday, May 14, 2019 9:21 AM
To: Kendra Cox
Subject: RE: (EXTERNAL) FW: 6303 S Clifton

Kendra,

At this point, we don't know why the easement was provided in 1977. It was likely there to provide access to some adjacent parcel in the future if needed. The easement is still valid but to this point there has never been a public standard road built in it. Based on the layout of properties around it, the only parcel that might actually utilize it lies directly east of it. They appear to have access to a road at their northeast corner. Sedgwick County has jurisdiction over the easement.

I think that the road easement could be vacated. That would likely require the signature of the all adjacent owners and a public hearing process.

James Weber, P.E. | Deputy Director | Sedgwick County Public Works

p: (316) 660-1773 | f: (316) 660-1876 | Jim.Weber@sedgwick.gov

1144 S. Seneca | Wichita, KS 67213-4443 | www.sedgwickcounty.org | Facebook | Twitter



From: Kendra Cox [<mailto:kcox@mccurdyauction.com>]
Sent: Monday, May 13, 2019 3:39 PM
To: Weber, Jim
Subject: (EXTERNAL) FW: 6303 S Clifton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sedgwick County Division of Information and Technology
