

PROPERTY INFORMATION PACKET

THE DETAILS



15647 SW HWY 254 | Benton, KS 67017

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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MLS # 572471
Class Land
Property Type Undeveloped Acreage
County Butler
Area B13 - Benton
Address 15647 SW Highway 254
Address 2
City Benton
State KS
Zip 67017
Status Active
Contingency Reason
Asking Price \$720,000
For Sale/Auction/For Rent For Sale
Associated Document Count 0



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone	Ty Patton	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	VOW: Allow AVM	Yes
Showing Phone	1-800-301-2055	VOW: Allow 3rd Party Comm	Yes
Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	20015-008-194-17-0-00-00-003.00-0	Buyer-Broker Comm	3
Number of Acres	89.80	Transact Broker Comm	3
Price Per Acre		Variable Comm	Non-Variable
Lot Size/SqFt	3911688	Virtual Tour Y/N	
School District	Circle School District (USD 375)	Days On Market	47
Elementary School	Circle Greenwich	Cumulative DOM	47
Middle School	Circle	Cumulative DOMLS	
High School	Circle	Input Date	9/20/2019 10:55 AM
Subdivision	NONE LISTED ON TAX RECORD	Update Date	10/24/2019
Legal	S17, T26, R03E, ACRES 105.6, NW1/4 EXC N396 W165 & EXC SW1/4 NW1/4 LESS ROW		

DIRECTIONS

Directions Southeast corner of HWY 254 & Andover Rd. (sw Butler Rd.)

FEATURES

SHAPE / LOCATION Irregular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS None	OWNERSHIP Corporate
PRESENT USAGE Hay (Various Types)	MISCELLANEOUS FEATURES Mineral Rights Included	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Paved Highway	DOCUMENTS ON FILE Aerial Photos Photographs Sellers Prop. Disclosure	POSSESSION At Closing	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Electricity Public Water		SHOWING INSTRUCTIONS Call Showing #	
		LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,026.26
General Tax Year	2018
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock and Ty Patton with McCurdy Auction, LLC. Office: 316-683-0612 Email: rbrock@mccurdyauction.com or tpatton@mccurdyauction.com 89.8 +/- acres of prime development land in Benton, Kansas! This property has both access and visibility situated at the Southeast corner of HWY 254 and Andover Road. The county has committed to installing 2 additional drive ways off Andover Road at the owner's request (see Easement For Right-Of-Way between Meadowlark Properties, LLC and Butler County in the property information packet). Currently there is a north to south drive which you are not required to use but could be widened. The present use of the land is for hay. This property is zoned AG-40 Agricultural District. Rural water (12 inch main along N/S boundary) and 3-phase electric are available.

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold
Sale Price
Net Sold Price \$0
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Selling Agent - Agent Name and Phone
Co-Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2019 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

- 1 Property Address: 15647 SW Highway 254 - Benton, KS 67017 2007 [Signature] [Signature]
- 2 Seller: Meadowlark Road Properties, LLC [Signature] [Signature] Date of Purchase: 2007
- 3 Property currently zoned as: Agriculture [Signature] [Signature]
- 4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on
- 5 the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction,
- 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know
- 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the
- 8 form. Prospective Buyers may rely on the information you provide.
- 9 **Instructions:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available
- 10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a
- 11 question, use the comment lines to explain.
- 12 **By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.**
- 13 **Message to the Buyer:** Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material
- 14 (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is
- 15 important that you take an active role in obtaining the information about the Property.
- 16 **Instructions:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any
- 17 incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain
- 18 professional inspections of the Property. (6) Investigate the surrounding area.
- 19 **THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).**

PART I

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

None Does Not Transfer Working Not Working Don't Know

WATER SYSTEMS

- 20
- 21 ☐ ☒ ☐ ☐ ☐ Well/Pump
- 22 ☐ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
- 23 ☐ ☐ ☐ ☐ ☐ Location _____
- 24 ☐ ☐ ☐ ☐ ☐ Depth _____
- 25 ☐ ☐ ☐ ☐ ☐ Type _____
- 26 If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
- 27 Is the property connected to ☐ city ☒ rural water systems?
- 28 Rural Water Transfer? ☒ Yes ☐ No Transfer Fee \$ _____
- 29 ☐ ☐ ☐ ☐ ☐ Cistern _____
- 30 ☐ ☐ ☐ ☐ ☐ Other _____
- 31 Comments: _____
- 32

DRAINAGE/SEWAGE SYSTEMS

- 33
- 34 ☒ ☐ ☐ ☐ ☐ Sewer Lines _____
- 35 ☒ ☐ ☐ ☐ ☐ Septic/Laterals _____
- 36 ☒ ☐ ☐ ☐ ☐ Lagoon _____
- 37 ☒ ☐ ☐ ☐ ☐ Tank Size _____ Location _____
- 38 ☒ ☐ ☐ ☐ ☐ # Feet of Laterals _____
- 39 ☒ ☐ ☐ ☐ ☐ Other _____
- 40 ☒ ☐ ☐ ☐ ☐ Other _____
- 41 Comments: _____
- 42

Seller's Initials [Signature] [Signature]

Buyer's Initials _____

PART II

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

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ ☐ Is there a propane tank on the property?
- 44 ☐ ☒ ☐ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ ☐ Is gas connected to property?
- 46 ☐ ☒ ☐ If not, distance to nearest source? _____
- 47 ☒ ☐ ☐ Is electricity connected to property?
- 48 ☐ ☒ ☐ If not, distance to nearest source? _____
- 49 ☐ ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☒ ☐ If yes, please explain: _____
- 51 _____
- 52 Comments: _____
- 53 _____

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

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

HOMEOWNER'S ASSOCIATION

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

Seller's Initials WLB [Signature] [Signature] Buyer's Initials _____

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

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

- 86
87
88 ☐ ☒ Asbestos
89 ☐ ☒ Contaminated soil or water (including drinking water)
90 ☐ ☒ Landfill or buried materials
91 ☐ ☒ Methane gas
92 ☐ ☒ Oil sheers in wet areas
93 ☐ ☒ Radioactive material
94 ☐ ☒ Toxic material disposal (e.g., solvents, chemicals, etc.)
95 ☐ ☒ Underground fuel or chemical storage tanks
96 ☐ ☒ EMFs (Electro Magnetic Fields)
97 ☐ ☒ Gas or oil wells in area
98 ☐ ☒ Other
99 ☐ ☒ To your knowledge, are any of the above conditions present near your property?

Comments:

MISCELLANEOUS

To your knowledge:

- 102
103
104 ☐ ☒ Are there any gas/oil wells on the property or adjacent property?
105 ☐ ☒ Is the present use of the property a non-conforming use?
106 ☐ ☒ Are there any violations of local, state or federal government laws or regulations relating to this property?
107 ☐ ☒ Is there any existing or threatened legal or regulatory action affecting this property?
108 ☐ ☒ Are there any current special assessments or do you have knowledge of any future assessments?
109 ☐ ☒ Are there any proposed or pending zoning changes on this or adjacent property?
110 ☐ ☒ Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
111 ☐ ☒ Are there any diseased or dead trees or shrubs?
112 ☐ ☒ Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
113
114 ☐ ☒ Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments:

Seller Owns:

- 118
119 ☒ ☐ Mineral Rights:
120 100 % pass with the land to the Buyer _____ % remain with the Seller
121 00% % are owned by third party _____ unknown

122 ☐ ☒ Are there any oil, gas, or wind leases of record or Other? Please explain: _____

123
124 ☐ ☒ Crops planted at the time of sale:
125 _____ pass with the land to the Buyer _____ remain with the Seller
126 _____ none _____ negotiable
127 _____ Other (please describe): _____

128
129 Tenant's rights apply to the subject property with lease or shares as follows: _____

130
131
132 Water Rights:

133 _____ pass with the land to the Buyer - Permit # _____
134 _____ remain with the Seller - Permit # _____
135 _____ have been terminated

136
137 Comments:

Seller's Initials

NOB [Signature]

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

138 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's
 139 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that
 140 the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless
 141 and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection
 142 with the information contained in this Disclosure. Seller hereby authorizes the listing broker, to provide copies of this Disclosure
 143 to other real estate brokers and agents and prospective buyers of the property.

144 *Nick Belcher* 9-16-19 09/17/2019 11:27:45 AM CDT
 145 Seller Date Seller Date

OR

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

148 _____
 149 Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
 157 defects in the property. I state that no important representations concerning the condition of the property are being relied
 158 upon by me except as disclosed above or as fully set forth as follows: _____
 159 _____
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
 162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)
 163 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
 168 may find information by contacting the Metropolitan Area Planning Department.

169 _____
 170 Buyer Date Buyer Date

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WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 15647 SW Highway 254 - Benton, KS 67017

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking Other

Location of Well: windmill

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

If yes, what type? Septic Lagoon

Location of Lagoon/Septic Access:

Neil Belcher

9-16-19

Owner

Authentisign

Date

Judd Frankenberg, Member

09/17/2019

Owner

09/17/2019 11:26:55 AM CDT

Date

Authentisign

09/17/2019

Joni M. Frankenberg, Member
9/17/2019 9:01:49 PM CDT



Security 1st Title

File #:

Property Address:

15647 SW Highway 254

Benton, KS 67017

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **DO NOT FORWARD** wire instructions to any other parties.
- **ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Authentic...

John W. Funderburg, Member
9/17/2019 11:27:04 AM CDT

Authentic...

John W. Funderburg, Member
9/17/2019 11:27:04 AM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
114 E. Central Ave.
El Dorado, KS 67042
Phone: (316) 322-8164
Fax: (316) 322-9825

Contact: **Caren Dressler**
Email: **cdressler@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: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2330621**

Report Effective Date: **September 12, 2019, at 7:30 a.m.**

Property Address: **1567 SW Highway 254, Benton, KS 67017**

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

Meadowlark Road Properties, LLC
2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A
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:
 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.



Security 1st Title

Any questions regarding this report should be directed to: **Caren Dressler**

Phone: **316-260-5634**, Email: **cdressler@security1st.com**

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. **We have a copy of the Articles of Organization dated September 18, 2007 and a copy of the Operating Agreement dated September 18, 2007 of Meadowlark Road Properties, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
6. **Any instrument to be executed by Meadowlark Road Properties, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Todd Frankenbery, manager.
7. **File a release of the Mortgage dated October 25, 2007, recorded November 28, 2007, as Book 2008, Page 5962, made by Meadowlark Road Properties, LLC, to Emprise Bank, in the amount of \$504,000.00. A partial release was recorded in/on Book 2018, Page 10065.**
8. **File a release of the Assignment of Leases/Rents dated October 25, 2012, recorded November 2, 2012, as Book 2013, Page 14395, made by Meadowlark Road Properties, LLC, to Emprise Bank. Partial satisfaction recorded in/on Book 2018, Page 10071.**
9. **File a Warranty Deed from Meadowlark Road Properties, LLC, stating marital status and joined by spouse, if any, to To Be Determined.**
10. **Provide this Company with a properly completed and executed Owner's Affidavit.**
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)



Security 1st Title

Any questions regarding this report should be directed to: **Caren Dressler**
Phone: **316-260-5634**, Email: **cdressler@security1st.com**

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. 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.



Security 1st Title

Any questions regarding this report should be directed to: **Caren Dressler**

Phone: **316-260-5634**, Email: **cdressler@security1st.com**

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 \$1,026.26.**
First Installment: \$513.13, Paid
Second Installment: \$513.13, Paid
Property I.D. # 130-158000
PIN #130-158000

NOTE: The real estate taxes for the year 2019 become due on November 1, 2019. The amount is not available at this time.

9. **It is noted that subject property may become subject to special assessments by reason of being included within the Whitewater River Watershed District No. 22, Butler, Harvey, Sedgwick, and Marion Counties, Kansas, as evidenced by instrument filed in/on Misc. Book 231, Page 411.**
10. **Roadway easement, if any, over the West property line of subject property.**
11. **Rights of parties in possession under unrecorded leases.**
12. **The terms and provisions contained in the document entitled "Survey" filed as Book 2018, Page 10049.**
13. **An easement for Right-of-Way, recorded as Misc. Book 329, Page 173.**
In favor of: Rural Water District No. 5, Butler County, Kansas
Affects: a portion of subject property
14. **An easement for Right-of-Way, recorded as Misc. Book 331, Page 490.**
In favor of: Rural Water District No. 5, Butler County, Kansas
Affects: a portion of subject property
15. **An easement for Right-of-Way, recorded as Book 765, Page 125.**
In favor of: Rural Water District No. 5, Butler County, Kansas



Security 1st Title

Any questions regarding this report should be directed to: **Caren Dressler**

Phone: **316-260-5634**, Email: **cdressler@security1st.com**

Affects: a portion of subject property

- 16. An easement for Right-of-Way, recorded as Book 2014, Page 1415.
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property**
- 17. An easement for Right-of-Way, recorded as Book 2014, Page 2976.
In favor of: Board of County Commissioners of Butler County, Kansas
Affects: a portion of subject property**
- 18. An easement for Right-of-Way, recorded as Book 2014, Page 8358.
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property**
- 19. Terms and provisions of the oil and gas lease executed between E.M. Shannon and Chella M. Shannon, his wife, lessor, and Fern L. Brennan, lessee, for a primary term of 1 years, filed July 28, 1954, recorded in/on Misc. Book 198, Page 586, 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.
- 20. The terms and provisions contained in the document entitled "Catholic Protection Unit Contract" filed as Misc. Book 2013, Page 189.**
- 21. Terms and provisions of the oil and gas lease executed between E.M. Shannon and Chella M. Shannon, husband and wife, lessor, and Fred A. Henderson, lessee, for a primary term of 3 years, filed August 23, 1957, recorded in/on Misc. Book 217, Page 50, 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.



Security 1st Title

Any questions regarding this report should be directed to: **Caren Dressler**

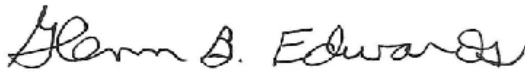
Phone: **316-260-5634**, Email: **cdressler@security1st.com**

- 22. Terms and provisions of the oil and gas lease executed between Mary Frances Shannon Lafferty, a widow, lessor, and Kennedy & Mitchell, Inc., lessee, for a primary term of 2 years, filed May 26, 1981, recorded in/on Misc. Book 365, Page 264, 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.

Dated: **September 12, 2019, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABTRACTER

EXHIBIT "A"

The Northwest Quarter of Section 17, Township 26, Range 3 East of the 6th P.M., Butler County, Kansas;

EXCEPT

Beginning at the Northwest Corner of said Northwest Quarter; thence South 24 rods with the West line of said Northwest Quarter; thence East 10 rods; thence North 24 rods to the North line of said Northwest Quarter; thence West 10 rods to the point of beginning of excepted tract; Subject to public road and highway.

AND EXCEPT

Surface Only

All of the Southwest Quarter of the Northwest Quarter of Section 17, Township 26 South, Range 3 East of the 6th P.M., Butler County, Kansas. Subject to public road.

AND EXCEPT

Surface Only

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 17, Township 26 South, Range 3 East of the 6th P.M., Butler County, Kansas; beginning at the Southeast Corner of said Southeast Quarter; thence N89°55'40"W along the South line of said Southeast Quarter a distance of 1333.42 feet to the Southwest Corner of said Southeast Quarter; thence N00°04'42"W, along the West line of said Southeast Quarter a distance of 1326.43 feet to the Northwest Corner of said Southeast Quarter; thence S89°55'25"E, along the North line of said Southeast Quarter a distance of 350 feet; thence S00°04'42"W, parallel with said West line a distance of 1126.39 feet; thence S89°55'40"E, 983.69 feet to the East line of said Southeast Quarter; thence S00°09'24"W, along said East line a distance of 200 feet to the point of beginning.

MISCELLANEOUS RECORD 231

411

In the Matter of the WHITEWATER
RIVER WATERSHED Joint District
Number 23 Butler, Harvey,
Sedgwick and Marion Counties,
Kansas.

STATE OF KANSAS, BUTLER COUNTY, SS.
This instrument was filed for record on the
16 day of March 1959
at 1:00 o'clock P.M. and duly recorded
in book 231 page 411
D. J. Jones
REGISTER OF DEEDS

P E T I T I O N

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

Charles B. Joseph	Potwin, Kansas	3 years
Ted Zimmerman	Whitewater, Ks.	3 years
Ralph Randall	R#1 Towanda, Kansas	3 years
Carl Duvenal	Benton, Kansas	3 years
Marvin Dey	R#3 Newton, Kansas	3 years
Elwood King	Potwin, Kansas	2 years
Richard Chase	R#4 El Dorado, Kans	2 years
Donald Joseph	Whitewater, Kans	2 years
Arthur Neuman	Whitewater, Kans	2 years
Melvin Wilson	Towanda, Kansas	2 years
Emil Wiebe	Whitewater, Kans	1 year
Herb Claassen	R#1 Potwin, Kansas	1 year
Sidney Corbin	Augusta, Kansas	1 year
John Janzen	R#3 Newton, Kansas	1 year
Willard D. Mossman	R#2 Valley Center, Ks	1 year

GOEDECKE SURVEYING, LLC

205 S MAIN PO BOX 68 EL DORADO KS 67042
RTN- PHONE 316-321-3773 FAX 316-321-4199

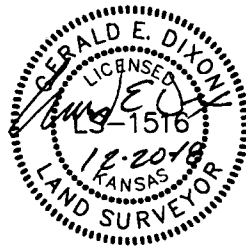
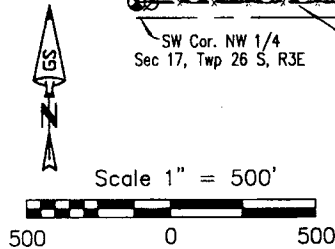
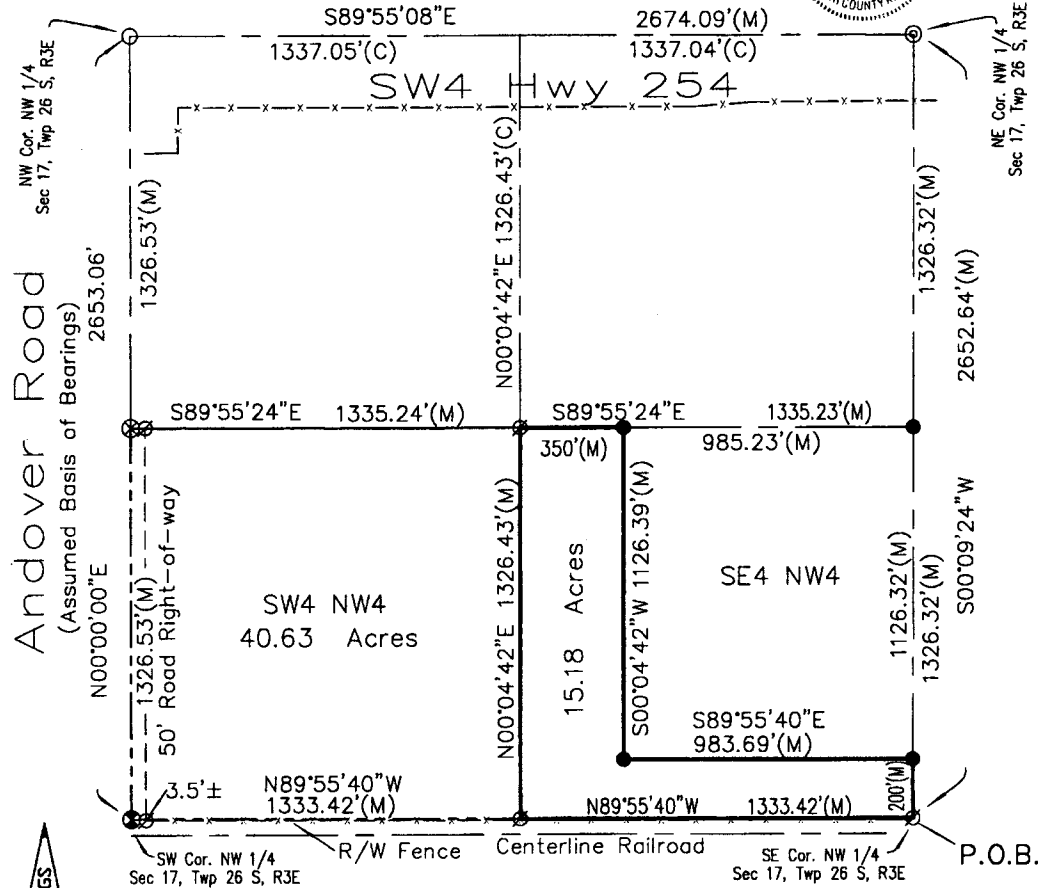
Book: 2018 Page: 10049

Receipt #: 132449
Pages Recorded: 1

Total Fees: \$21.00

Date Recorded: 12/26/2018 3:36:14 PM

CERTIFICATE OF SURVEY MID KANSAS COOP



Legend

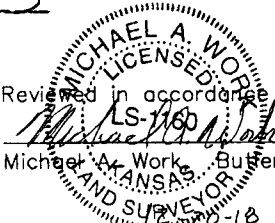
- Set 5/8"x24" Bar & CLS 251 Cap
- ⊗ Found Bar & Cap
- ⊙ Found County Bar & Cap
- ⊗ Found Mag Nail
- Found 1/2" Bar
- ⊙ Found 3/4" Bar
- (M) Measured
- (C) Calculated Per Measured

CERTIFICATE OF SURVEY

I Gerald E. Dixon, a Professional Land Surveyor in the State of Kansas, do hereby certify that this is a true and correct Plat of Survey and Legal Description made by me on December 20, 2018, and is described as follows: a 15.18 acre tract in the Southeast Quarter of the Northwest Quarter of Section 17, Township 26 South, Range 3 East of the Sixth Principal Meridian, Butler County, Kansas; beginning at the Southeast corner of said Southeast Quarter; thence N89°55'40"W along the South line of said Southeast Quarter a distance of 1333.42 feet to the Southwest corner of said Southeast Quarter; thence N00°04'42"W, along the West line of said Southeast Quarter a distance of 1326.43 feet to the Northwest corner of said Southeast Quarter; thence S89°55'24"E, along the North line of said Southeast Quarter a distance of 350 feet; thence S00°04'42"W, parallel with said West line a distance of 1126.39 feet; thence S89°55'40"E, 983.69 feet to the East line of said Southeast Quarter; thence S00°09'24"W, along said East line a distance of 200 feet to the Point of Beginning. Contains 15.18 acres.

REC 14
COMP 14
NUM 14

M



CERTIFICATION

Reviewed in accordance with K.S.A. 58-2005 on this 20th day of DECEMBER, 2018

R.L.S. 1160

Michael A. Work, Butler County Surveyor

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mary F. Lafferty
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. 5, Butler Co., Ks., hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove
Water System

over and across the following land owned by Grantor in Butler County, State of Kansas
NW 1/4 Section 17, Township 26S, Range 3 E except 1 1/2 acres in NW/4 deeded
to Trotter.

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

15 feet either side of pipeline as installed on the north side of said tract.

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

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10 day of November
19 77.

Mary F. Lafferty
Mary F. Lafferty

STATE OF KANSAS

SS:

COUNTY OF Butler

BE IT REMEMBERED, that on this 16 day of November, 19 77, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Mary F. Lafferty,
who personally known to me to be the same person who executed the within instrument of writing and
such person 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.

Otto T. Hing
Otto T. Hing Notary Public

My commission expires: June 1, 1980

MISC. BOOK 329 PAGE 123

LIENHOLDER'S CONSENT TO EASEMENT

MISC. BOOK 329 PAGE 174

The undersigned hereby consents to the ~~creation of a~~ consent to easement.

NOTED FOR RECORD AT 1:45 P. M.



NOV 21 1977

BOOK 329 PAGE 173

DIXIE ROSE
REGISTER OF DEEDS

Lienholder

ATTEST:

Dixie Rose

RTN/Connell & Connell
(9) Box 6, El Dorado, KS 67042
Fee-\$5.00 CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

U. S. GPO: 1976-0-665-664/1975

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mary F. Lafferty
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. 5, Butler Co., Ks., hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove
Water System
over and across the following land owned by Grantor in Butler County, State of Kansas
NW 1/4 Section 17, Township 26S, Range 3 E except 1 1/2 acres in NW/4 deeded
to Trotter.

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

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

IN WITNESS WHEREOF the said Grantors have executed this instrument this 16 day of November
19 77

Mary F. Lafferty
Mary F. Lafferty

STATE OF KANSAS

SS:

COUNTY OF Butler

BE IT REMEMBERED, that on this 16 day of November, 19 77, before me, the undersigned, a Notary Public,
in and for the County and State aforesaid, came Mary F. Lafferty
who is personally known to me to be the same person _____ who executed the within instrument of writing and
acknowledged the execution of the same.



My commission expires: June 1, 1980

Otto T. Hickey
Otto T. Hickey, Notary Public

MISC. BOOK 331 PAGE 491
LIENHOLDER'S CONSENT TO EASEMENT

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



ATTEST:

Lienholder

STATE OF KANSAS
BUTLER COUNTY, LE
FILED FOR RECORD AT P. M.
3:15

APR 17 1978

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

BOOK 331 PAGE 490

COUNTY OF _____

SS:

DIXIE ROSE
REGISTER OF DEEDS

Dixie Rose

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

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

Notary Public

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

☆ U. S. GPO: 1970-0-000-004/1075

RMN: Connell & Connell (7) Fee: \$5.00
Box 6
El Dorado, KS 67042

Record

C/A 2181
BOOK 742 PAGE 15

COUNTY: BUTLER

R/W TRACT: 12

PROJECT: 254-8 K 5059-01

DATE:

KANSAS DEPARTMENT OF TRANSPORTATION
TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this 11th day of April A.D. 19 75, by and between:
720 Kansas Court

Mary F. Lafferty
Revocable Trust

Benton, Kansas 67017

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, landowner(s) hereby grant(s) to the Secretary of Transportation, his duly authorized agents, contractors and assigns the right to enter upon the following described land in Butler County, to wit:

(see following page)

For the purpose of removal, salvage or demolition as shown by the plans of road project 254-8 K 5059-01; said right of entrance, occupation and use to continue only during the construction and completion of the above project.

It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The Secretary of Transportation agrees to pay to landowner(s) a lump sum of One Hundred Fifty Dollars (\$150.00), for a temporary easement.

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purposes above set out.

This easement expires ninety days after completion of the highway construction for which this easement is acquired.

COMP 1
NUM 1
CMP 1
SHO 1

(03-02)

D.O.T. Form No. 1711

(b) A tract of land in the Northwest Quarter of Section 17, Township 26 South, Range 3 East, 6th P.M. described as follows: Commencing at the Northeast corner of said Northwest Quarter; Thence on an assumed bearing of South 89 degrees 08 minutes 09 seconds West along the North line of said Northwest Quarter, a distance of 2509.04 feet to a point located a distance of 165.00 feet East of the Northwest corner of said Northwest Quarter; Thence South 00 degrees 56 minutes 45 seconds East parallel with the West line of said Northwest Quarter, a distance of 242.13 feet being the point of beginning; FIRST COURSE, thence South 00 degrees 56 minutes 45 seconds East parallel with the West line of said Northwest Quarter, a distance of 25.00 feet; SECOND COURSE, thence North 89 degrees 07 minutes 58 seconds East a distance of 62.68 feet; THIRD COURSE, thence North 00 degrees 52 minutes 02 seconds West a distance of 25.00 feet; FOURTH COURSE, thence South 89 degrees 07 minutes 58 seconds West a distance of 62.72 feet to the point of beginning, containing 0.04 acre more or less.

IN WITNESS WHEREOF the parties have hereunto signed this agreement in duplicate the day and year first above written.

Mary F. Lafferty
Mary F. Lafferty, Trustee
of the Mary F. Lafferty Revocable Trust

ATTEST:

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: Joseph Krahn
JOSEPH KRAHN, CHIEF
BUREAU OF RIGHT OF WAY

Landowner(s)

Recommended by

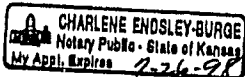
Tracy M. Silvester
Right of Way Agent
Tracy M. Silvester

(03-02)

D.O.T. Form No. 1711

STATE OF KANSAS, BUTLER COUNTY, S.S.

On this 1st day of April A.D. 19 95,
before me, a notary public in and for said county and state,
personally appeared Mary E. Saffery, Trustee of the Mary E. Saffery
to me known to be the person(s) named in and who executed the Trust
foregoing instrument, and duly acknowledge the execution thereof.



Charlene Endsley-Burge
Notary Public

My commission expires July 26, 19 98.

St. of Kansas - Butler Co. } SS
Recorded June 12, 1995
At 11:30 A.M. # 4545
Book 742 Page 15
Fees \$12.00 (4)
Marcia McCoy
Marcia McCoy-Register of Deeds

RTN-Kansas Department of Transportation
Docking State Office Bldg.
Topeka, KS 66612

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

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mary F. Lafferty
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District
No. 5, Butler County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

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

See Attached Sheet

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

Along the waterline as laid.

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

Less highway right-of-way.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 19 day of January
19 96.

Mary F. Lafferty
Mary F. Lafferty

STATE OF KANSAS

SS:

COUNTY OF Butler

BE IT REMEMBERED, that on this 19th day of January, 19 96, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Mary F Lafferty
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 commission expires July 24, 1999

Melody Teter
Notary Public

COMP
FILE
GAP



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

BOOK 765 PAGE 125

The Northwest Quarter of Section 17, Township 26 South, Range 3 East, except beginning at the Northwest Corner thereof, thence South 24 rods, thence East 10 rods, thence North 24 rods, thence West 10 rods to the place of beginning. Also that part of the Southwest Quarter of Section 17, Township 26 South, Range 3 East, lying North of the right-of-way of the St. Louis, Fort Scott and Wichita Railroad Company, being a strip of land 3 feet wide, more or less, at the West end, and 7 feet wide, more or less, at the East end, and containing 1/3 acre, more or less.

St. of Kansas - Butler Co. SS
Recorded March 8, 1996
At 10:15 A.M. # 2210
Book 765 Page 125 (2)
Fee(s) \$8.00

Marcia McCoy
Marcia McCoy, Register of Deeds

RTN: Ray L. Connell
(19) P.O. Box 6
El Dorado, KS 67042

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2014 Page: 1415

Receipt #: 93384
Pages Recorded: 3

Total Fees: \$16.00

Date Recorded: 2/21/2014 10:54:28 AM

RTN: Westar Energy
(3) Attn: Erin Quintanilla
PO Box 889
Topeka, KS 66601



NW/4. S17-T27S-R3E
Butler Co. KS

GRANT OF RIGHT OF WAY

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

A strip of land twenty feet (20ft.) in width running parallel with and adjacent to Kansas 254 highway right of way on the following described parcel:

The Northwest Quarter of Section 17, Township 26 South, Range 3 East of the 6th P.M., in Butler County, Kansas; EXCEPT Beginning at the Northwest Corner of said Northwest Quarter; thence South 24 rods with the West line of said Northwest Quarter; thence East 10 rods, thence North 24 rods to the North line of said Northwest Quarter; thence West 10 rods to the point of beginning of excepted tract; Subject to public road and highway; AND EXCEPT All of the Southwest Quarter of the Northwest Quarter of said Section 17, Township 26 South, Range 3 East of the 6th P.M., in Butler County, Kansas. Subject to Public Road.

241
13-200-001 Meadow Lark Road Properties, LLC
12-EC-1 KGB

WR# 024184
WA# 03301

REC
COMP
NUM

14
14
14

6
NW/4. S17-T27S-R3E
Butler Co. KS

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

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

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

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

NW/4. S17-T2/S-R3E
Butler Co. KS

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

WITNESS the hand of the Grantor this 4th day of December, 2013.

Meadowlark
Meadow Lark Road Properties, LLC

Todd Frankenberg
Todd Frankenberg, Managing Member

State of Kansas
County of Butler

On this 4th day of December, 2013, before me, a Notary Public in and for said County and State aforesaid, personally appeared Todd Frankenberg, Managing Member of Meadowlark Road Properties, LLC, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf of, and as the act and deed of said Company.

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

Patricia M. Wells
Notary Public Patricia M Wells

Appointment Expires: 2-18-17



13-241
13-241-001- Meadow Lark Road Properties, LLC
12-EC-1 KGE

WR# 024184
WA# 03301

EASEMENT FOR RIGHT-OF-WAY

3224101
Darryl Lutz

THIS EASEMENT FOR RIGHT-OF-WAY, executed and delivered to the Board of County Commissioners of Butler County, Kansas (hereinafter, "County") by Meadowlark Road Properties, LLC (hereinafter, "Owner").

WITNESSETH:

That for and in consideration of the sum of one dollar \$ 1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a permanent easement in, over, across and upon the following-described premises, to wit:

A permanent easement for highway right-of-way over and upon a tract of land in the Northwest Quarter of the Northwest Quarter of Section 17, Township 26 South, Range 3 East of the Sixth Principal Meridian, Butler County, Kansas. Being more particularly described as follows;

Commencing at the Northwest Corner of the Northwest Quarter of said Section 17, thence South on the East line of said Northeast Quarter on an assumed bearing of South 00 degrees 56 minutes 45 seconds East, a distance of 396.00 feet for a point of beginning,

Thence North 89 degrees 08 minutes 09 seconds East, a distance of 70.00 feet;

Thence South 00 degrees 56 minutes 45 seconds East, a distance of 830.48 feet;

Thence North 89 degrees 03 minutes 15 seconds East, a distance of 10.00 feet;

Thence South 00 degrees 56 minutes 45 seconds East, a distance of 100.00 feet to the south line of said Northwest Quarter of the Northwest Quarter;

Thence South 89 degrees 07 minutes 24 seconds West, a distance of 80.00 feet;

Thence North 00 degrees 56 minutes 45 seconds West, a distance of 930.56 feet to the point of beginning.

EXCEPT the existing right of way.

Above tract contains 19,610 square feet (0.45 acres), exclusive of existing right of way.

Butler County to replace (2) existing entrances with new entrances up to 36' wide with 30' radius returns and crushed rock surface when requested and to replace fence when and if needed.

For the purposes of construction, reconstructing, widening, improving, draining and maintaining a road or highway.

OWNER(S) Meadowlark Road Properties, LLC

Todd A. Frankenberg 4/2/14
Nick Belcher 4-2-14

Todd A. Frankenberg, President

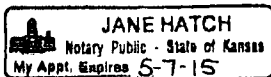
Nick Belcher, Vice President

STATE OF KANSAS)
COUNTY OF BUTLER) ss:

This instrument was acknowledged before me on March 2, 2014, by

Meadowlark Road Properties, LLC by Todd A. Frankenberg, President
and Nick Belcher, Vice President.

(Seal)



Jane Hatch
My appointment expires: 5-7-15

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 15th DAY OF April, 2014.

RECOMMENDED:

Darryl C. Lutz
DARRYL C. LUTZ, P.E., DIRECTOR
PUBLIC WORKS/COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF BUTLER COUNTY, KANSAS

Mike Wheeler
MIKE WHEELER, CHAIRMAN

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

ATTEST:

Don Engels
DON ENGELS, COUNTY CLERK



Book: 2014 Page: 2976

Receipt #: 94524

Total Fees: No Charge

Pages Recorded: 1

Date Recorded: 4/18/2014 3:49:56 PM

REC
COMP
NUM

RTN: Stacy A. Jones Real Est. Serv.
100 N. Broadway St, Ste 800
Wichita, KS 67201



NW/4 Sec. 17, T26S, R3E
BUTLER COUNTY

GRANT OF RIGHT OF WAY

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

A strip of land in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Twenty-Six (26) South, Range Three (3) East of the 6th Principal Meridian, Butler County, Kansas, more particularly described as;

See Exhibit "A", attached hereto and made part of this instrument by reference

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

12-EC-1

REC
COMP
NUM

14-108-01
WA#5823 WR#001420
Meadowlark Road Properties, LLC

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

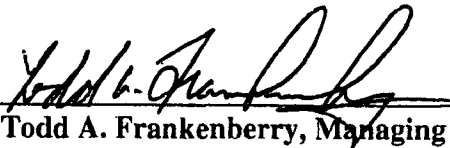
The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

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

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

WITNESS the hand of the Grantor this 29th day of August, 2014.

**MEADOWLARK ROAD PROPERTIES,
LLC**


Todd A. Frankenberry, Managing
Member


Nick Belcher, Managing Member

ACKNOWLEDGMENT

STATE OF Kansas)
) SS:
COUNTY OF Ruth)

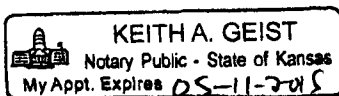
I, Keith A. Geist, do hereby certify that
(Print name of Notary Public)

Todd A. Frankenberg personally known to me to be the same person whose name is subscribed to the foregoing instrument, being by me duly sworn, did say that he/she is the Managing Member of Meadowlark Road Properties, LLC and that Todd A. Frankenberg is duly authorized to sign the same, and duly acknowledged to me that he/she executed the same as the act and deed of said Association as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of August, 2014.

05-11-2015
My appointment expires:


Notary Public



ACKNOWLEDGMENT

STATE OF Kansas)
) SS:
COUNTY OF Butler)

I, Keith A. Geist, do hereby certify that
(Print name of Notary Public)

Nick Belcher personally known to me to be the same person whose name is subscribed to the foregoing instrument, being by me duly sworn, did say that he/she is the Managing Member of Meadowlark Road Properties, LLC and that Nick Belcher is duly authorized to sign the same, and duly acknowledged to me that he/she executed the same as the act and deed of said Association as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of August, 2014.

05-11-2019
My appointment expires:

Keith A. Geist
Notary Public



LEGEND

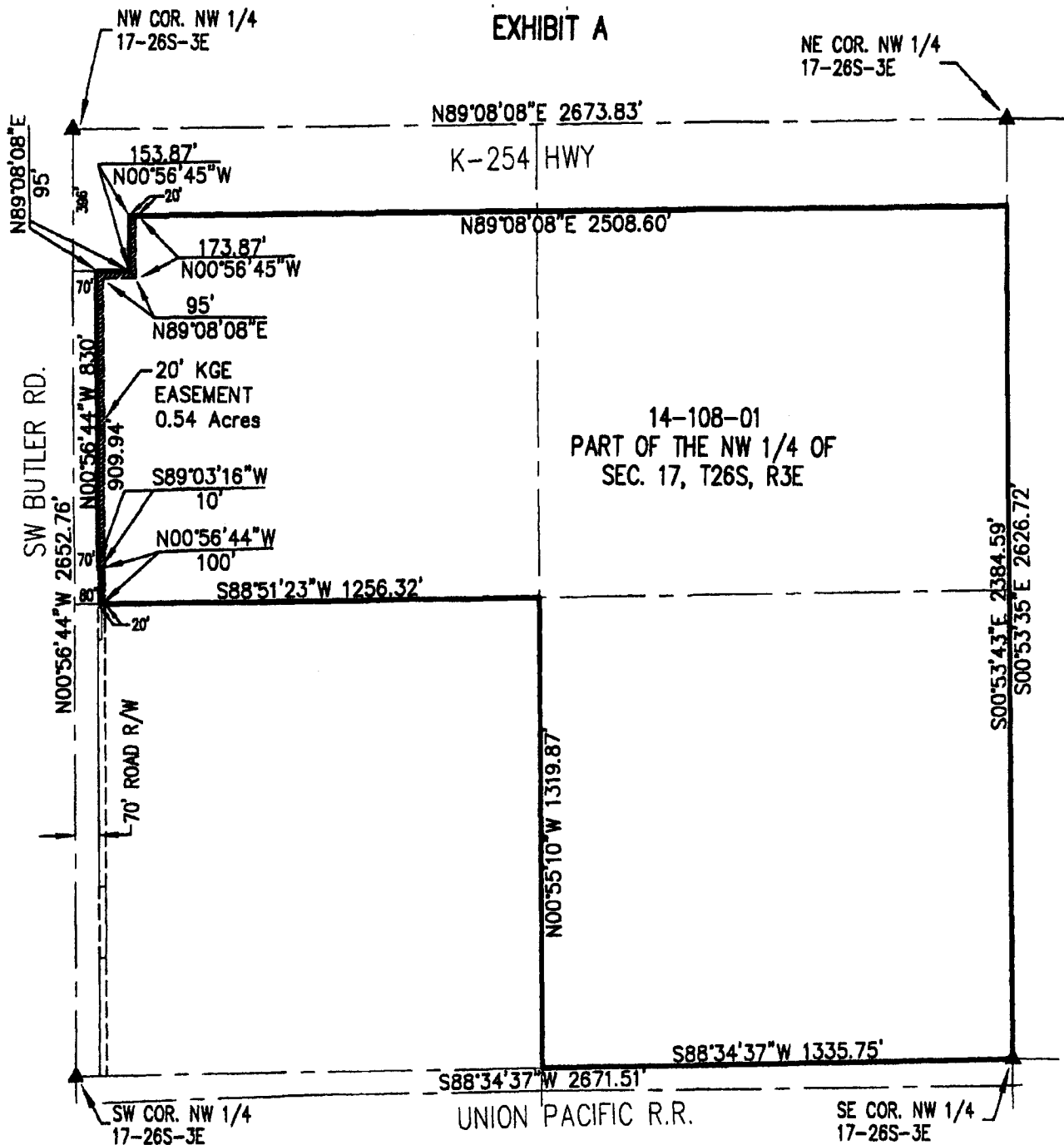
--- = SECTION LINE
 --- = PROPERTY LINE
 --- = EASEMENT LINE

--- = EASEMENT
 ▲ = SECTION CORNER



0 400

NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.

EXHIBIT A

Savoy Company, P.A.
 Land Surveyors

433 S. Hydraulics, Wichita, KS 67213-1911

PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

**3PH LINE
 BUTLER ROAD**

Westar Energy

COUNTY

OWNER

TRACT. NO.

PROJ. NO. 14-108

BUTLER

MEADOWLARK ROAD
 PROPERTIES, LLC

14-108-01

DATE: July 16, 2014

MISCELLANEOUS RECORD 198

Form 88—(Producers)
1-43

B OIL AND GAS LEASE

KANSAS BLUE PRINT CO.
1001 West 10th St., Topeka, Kansas

586

AGREEMENT, Made and entered into July 28, 1954, by and between:

E. M. Shannon and Chella M. Shannon, his wife,

Fern L. Brennan

Party of the first part, hereinafter called lessor (whether one or more) and

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and other valuable consideration DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Butler

State of Kansas, described as follows, to-wit:

All of the Northwest Quarter (NW $\frac{1}{4}$) except a tract in the Northwest corner, described as, Less 1 $\frac{1}{2}$ Acres (one and a half) acres on Northwest corner of NW $\frac{1}{4}$ of

of Section 17 Township 26S Range 3E and containing 158 $\frac{1}{2}$ acres more or less.

It is agreed that this lease shall remain in full force for a term of One (1) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If no well be commenced on said land on or before July 28, 1955, this lease shall terminate as to both parties, ~~whereafter~~

~~before that date shall pay or tender to the lessor, or to the holder's credit in the~~ Bank at

or its successors, which shall continue as the depository regardless of changes in the owner-

ship of said land, the sum of DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the stated paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the lessee when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, as part of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage so surrendered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. ~~And it is agreed that upon the termination of the payment of rentals, as aforesaid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided.~~

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

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

No well shall be drilled nearer than 800 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to re-claim for lessor by payment of any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns; however, all covenants or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessor held liable for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

In the event a test well for oil or gas is not commenced and diligently drilled to a depth sufficient to adequately test the Arbuckle Limestone formation on the leased premises at a location approximately 330' from the North line of the leased premises, on or before November 1, 1954, this lease shall be null and void and of no force or effect, unless paying production is found at a lesser depth. FOUND - 76' LEFT IN SAME CONDITION - 45' DEEPER DRILLING

Witness our hands as of the day and year first above written.
E. M. Shannon (REAL)
Chella M. Shannon (REAL)
(REAL)
(REAL)
(REAL)
(REAL)

MISCELLANEOUS RECORD 198

587

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF Butler
Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th
day of July, 1954, personally appeared E. M. Shannon
and Charles M. Shannon, his wife,
to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires January 9, 1957 Edgar W. Jones Notary Public

STATE OF KANSAS } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF Butler
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____
Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came _____
_____ president of _____
a corporation of the State of _____, personally known to me to be such officer, and to be
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-
knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____ Notary Public

No. _____	OIL AND GAS LEASE	FROM	TO	Date	Section	Twp	Rge	Term	County
STATE OF <u>Kansas</u> } County of <u>Butler</u> } This instrument was filed for record on the <u>28</u> day of <u>July</u> , 19 <u>54</u> at <u>4:00</u> o'clock <u>P</u> .M. and duly recorded in Book <u>198</u> Page <u>586</u> of the records of this office. By <u>Edgar W. Jones</u> Notary of Deeds. <u>Margaret Smith</u> Deputy When recorded, return to _____ THE KANSAS BLUE PRINT CO. 141 NORTH MARKET ST. WICHITA, KANSAS PHOTOSTAT SERVICE UP-TO-DATE OIL MAPS <u>Edgar W. Jones</u> <u>1417 N. Green - Wichita</u>									

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

MISCELLANEOUS RECORD 213

189

FORM 102 (2-36)

CATHODIC PROTECTION UNIT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of the sum of Twenty-five and no/100 * * * * *

DOLLARS (\$25.00) in hand paid, the receipt of which is hereby acknowledged,

Ohella M. Shannon and E.M. Shannon, her husband

hereinafter called grantors, have given and granted unto SERVICE PIPE LINE COMPANY, hereinafter called grantee, the right to construct, install, maintain, inspect, operate, repair, replace, change or remove a cathodic protection unit with any by-passes, cross-overs, poles, cables or other material, apparatus, and equipment used in connection therewith or incident thereto, together with the right to trim or cut trees, if necessary, to prevent interference with the full enjoyment of the use of said cathodic protection unit, on the following described land

situated in Butler County, State of Kansas, to-wit:
Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) Section 17, Twp. 26 south, Rng. 3 east

For the same consideration, grantors hereby warrant and guarantee that they are the owners in fee simple of said above described land and hereby agree that said land may be used for the purposes herein provided as long as any cathodic protection unit or any pipe lines are maintained upon and over said lands by said grantee. Said grantee shall at all times have full rights of ingress and egress to and from said land for the full enjoyment by said grantee of the rights granted herein.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals this 9th day of

January, 19 58

Signed, sealed and delivered
in the presence of:

Hugh O. St. Louis
Hugh O. St. Louis

Ohella M. Shannon (Seal)
Ohella M. Shannon

E. M. Shannon (Seal)
E. M. Shannon

(Seal)

(Seal)

Assignment of Rights of Way Deed 304 page 183

MISCELLANEOUS RECORD 213

190

THE STATE OF Kansas
COUNTY OF Butler

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

Chella M. Shannon and E.M. Shannon, her husband.

known to me to be the person 8 whose name 8 are subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of January, A. D. 19 57.

My commission expires: _____

1167-57

Glenna Opal Hill
Glenna Opal Hill Notary Public

ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____.

My commission expires: _____

Notary Public

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

and _____
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and said wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____.

My commission expires: _____

Notary Public

STATE OF KANSAS, BUTLER COUNTY, SS.

This instrument was filed for record on the

14th day of January, 1957

book 213 page 187

REGISTER OF DEEDS

Glenna Opal Hill

Deputy

Series 3443 Line No. 6-29

FROM

TO

Chella M. Shannon, et vir

SERVICE PIPE LINE COMPANY

Butler County, Kansas

Lin. Kechi Jct. - Elreco Jct. Rectifier Unit

A-31, 852-X Est. 324

Length _____ Rods _____

RETURN TO: RIGHT OF WAY DEPT.

SERVICE PIPE LINE CO.

BOX 1979 TULSA, OKLAHOMA

30 C

MISCELLANEOUS RECORD 217

(KANSAS)
Form 88—(Producers)

B+ W

OIL AND GAS LEASE

KANSAS BLUE PRINT CO.
50

AGREEMENT, Made and entered into this sixth 6th day of June, 1957,
by and between E. M. Shannon Chella M. Shannon husband and wife.

Party of the first part, hereinafter called lessor (whether one or more) and

Fred A. Henderson

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of one dollar and other valuable things cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Butler, State of Kansas, described as follows, to wit:

northwest Quarter (NW 1/4) section 17 Township 26 Range 3 east

of Section 17 Township 26 Range 3 east and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

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

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

If no well be commenced on said land on or before the sixth 6th day of September, 1957, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Benton State Bank at Benton Kansas.

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of 160 one hundred and sixty DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for Twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All such payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

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

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

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

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

Whereof witness our hands as of the day and year first above written.

Witness to the mark:

(SEAL)
E. M. Shannon (SEAL)
E. M. Shannon (SEAL)
Chella M. Shannon (SEAL)
Chella M. Shannon (SEAL)
Chella M. Shannon (SEAL)

MISCELLANEOUS RECORD 217

51

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF Butler

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th
day of June, 1957, personally appeared E.M. Shannon
and Johelle M. Shannon his wife

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires June 7th 1961 Shannon Chas Hall
Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came _____
_____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-
knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____ Notary Public

No. _____	OIL AND GAS LEASE	
FROM	TO	
Date _____, 19____	Section _____ Twp _____ Rge _____	Term _____
No. of Acres _____	County _____	
STATE OF <u>Kansas</u> } ss. County of <u>Butler</u>		
This instrument was filed for record on the <u>23</u> day of <u>August</u> , 19 <u>57</u> at <u>4:40</u> o'clock <u>P.</u> M., and duly recorded in Book <u>217</u> Page <u>50</u> of the records of this office. By <u>Chas Hall</u> Register of Deeds. When recorded, return to <u>Fred Henderson</u> <u>505 State St.</u> <u>Ellisville, Kansas</u>		
THE KANSAS BLUE PRINT CO. 117 NORTH MAIN ST., KANSAS PHOTOGRAPH SERVICE-UP-TO-DATE OIL MAPS		

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

B

OIL AND GAS LEASE

©



AGREEMENT, Made and entered into

March 30

1981, by and between:

Mary Frances Shannon Lafferty, a widow
651 N. Broadview
Wichita, Kansas 67208

Party of the first part, hereinafter called lessor (whether one or more) and

Kennedy & Mitchell, Inc., 7400 W. Jefferson, Denver, CO. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ---Ten and more---
DOLLARS, each in hand paid receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, devised, leased and let unto said lessee, for the sole and entire purpose of mining and operating for oil and gas, and having pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Butler

State of Kansas, described as follows, to-wit:

Northwest Quarter (NW1/4) except a tract of land more clearly described as follows:
Beginning, in the Northwest corner of NW1/4, then South 24 rods, then East 10 rods,
then North 24 rods, then West 10 rods to the point of beginning.

of Section 17 Township 26 South Range 3 East and containing 160
Acres more or less
Two (2) Years from this date and a long thereafter as oil or gas,
or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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

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

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the month of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the month of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds of the sale of such gas at the month of the well where gas is sold and where such gas is not sold or used, lessor shall pay or tender monthly at the end of each yearly period during which such gas is not sold or used as royalty an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof. The lessee to have gas free of charge from any gas well in the leased premises for store and waste holds in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessee's sole risk and expense.

If no well be commenced on said land on or before March 30 1982, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Central State Bank at

Wichita, Kansas

or its successors, which shall continue as the depository regardless of changes in the owner-

ship of said land, the sum of One hundred sixty and 00/100 DOLLARS, which shall operate as a rental and cover the expense of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assignee or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the lessee when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor, at place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the acreage payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the first rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon any renewal of this lease, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be received at the next succeeding rental anniversary after any reversion occurs to cover the interest so required.

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

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

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

Lessee shall pay for damages caused by its operations in growing crops on said land.

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party herein is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party herein are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs, or a court having jurisdiction of the estate of lessor, authorizing payment or tender for deposit to their credit as hereinafter provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessor or any assignee thereof shall make due payments of said rentals. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severalty or in co-tenancy, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to re-claim for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

The terms, covenants, and conditions hereof shall run with said land and hereunto and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns, however, all express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessee, or its assigns, further agrees to restore the surface to its original condition as near as is practicable upon completion of their operations thereon. It is further agreed that lessor its assigns will place \$1,000.00 in escrow prior to any drilling operations on the above described lands to guarantee a satisfactory damage settlement.

Witness my hand and seal of the day and year first above written.

Mary Frances Shannon Lafferty
Mary Frances Shannon Lafferty (REAL)

SS# 509-24-7089 (REAL)

MISC. BOOK 365 PAGE 264

Image OK Royalty, Re 368, Pg 395

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, within and for said county and state, on this 2nd
day of April, 19 81, personally appeared Mary Frances Shannon Lafferty,

acknowledged to me that she is the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Jan. 31, 1982 Alice L. Brown Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____

and _____
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared _____
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public.

No. _____	OIL AND GAS LEASE	
FROM	TO	
Date _____ 19____	Section _____	Range _____
Term _____	No. of Acres _____	County _____
STATE OF <u>KANSAS</u> County of <u>BUTLER</u>		
This instrument was filed for record on the 26th day of <u>MAY</u> , 19 <u>81</u> at <u>8:30</u> o'clock <u>A. M.</u> , and duly recorded in Book <u>365</u> Page <u>264</u> of the records of this office <u>Dixie Rose</u> By _____ Register of Deeds.		
FEE \$6.00 When recorded, return to <u>Kennedy & Mitchell, Inc.</u> <u>7400 W. Jefferson Ave.</u> <u>Denver, CO 80235 (6)</u>		
THE KANSAS BLUE PRINT CO. PHOTOSTAT SERVICE UP-TO-DATE OIL MAPS		

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

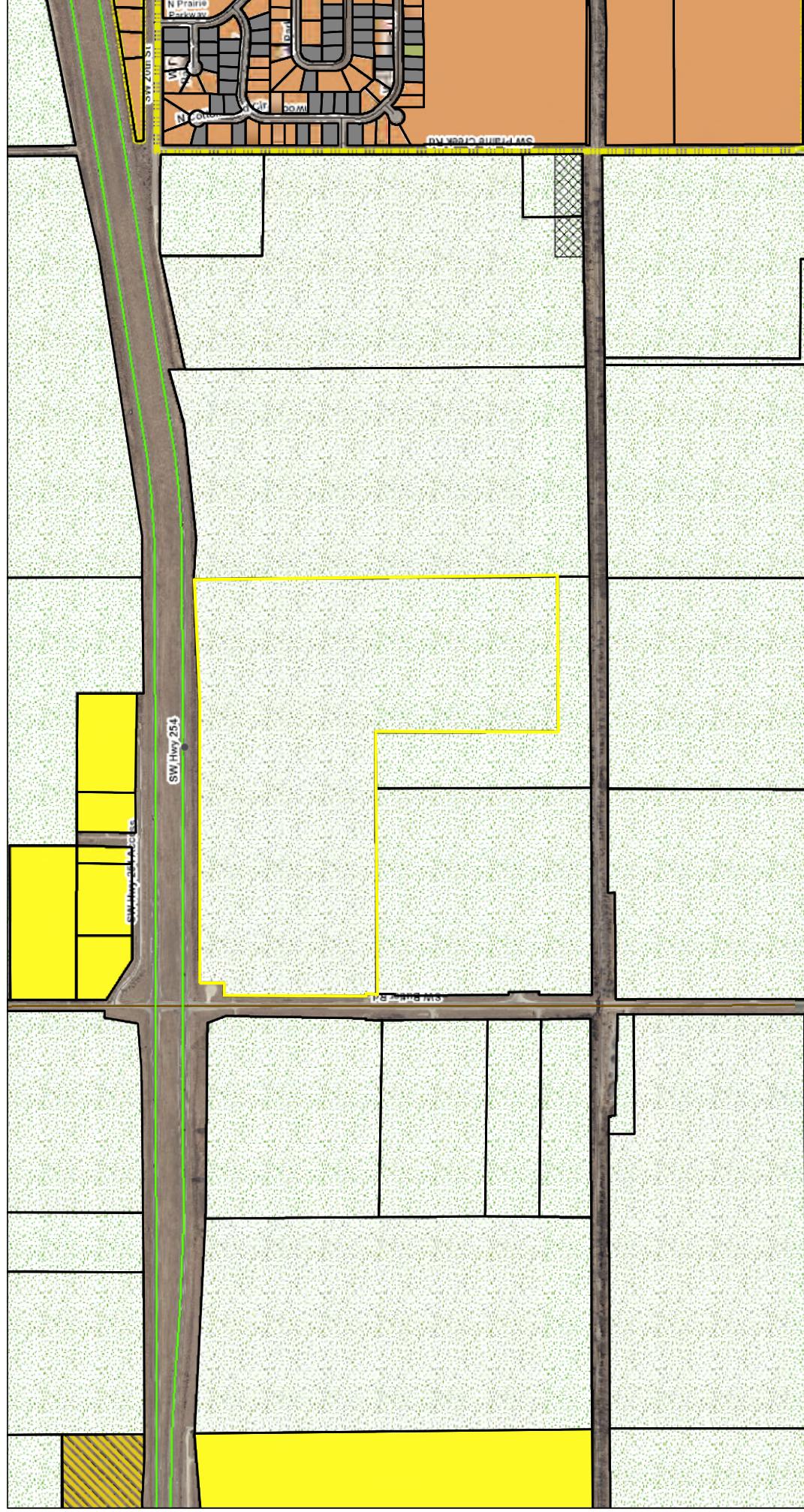
STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

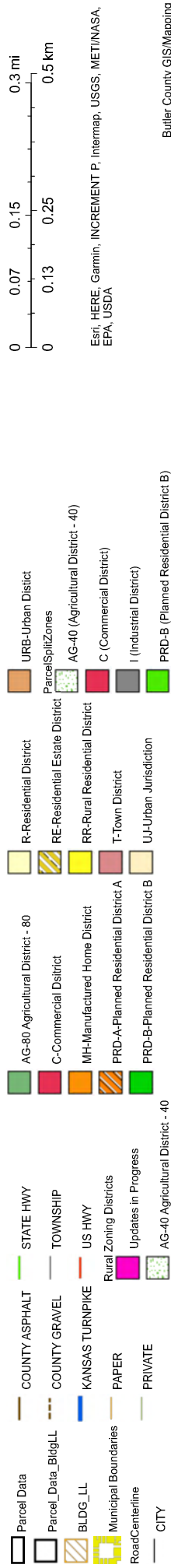
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

15647 SW HWY 254, Benton, KS 67017 - Zoning AG-40 Agricultural District



9/18/2019, 12:52:54 PM

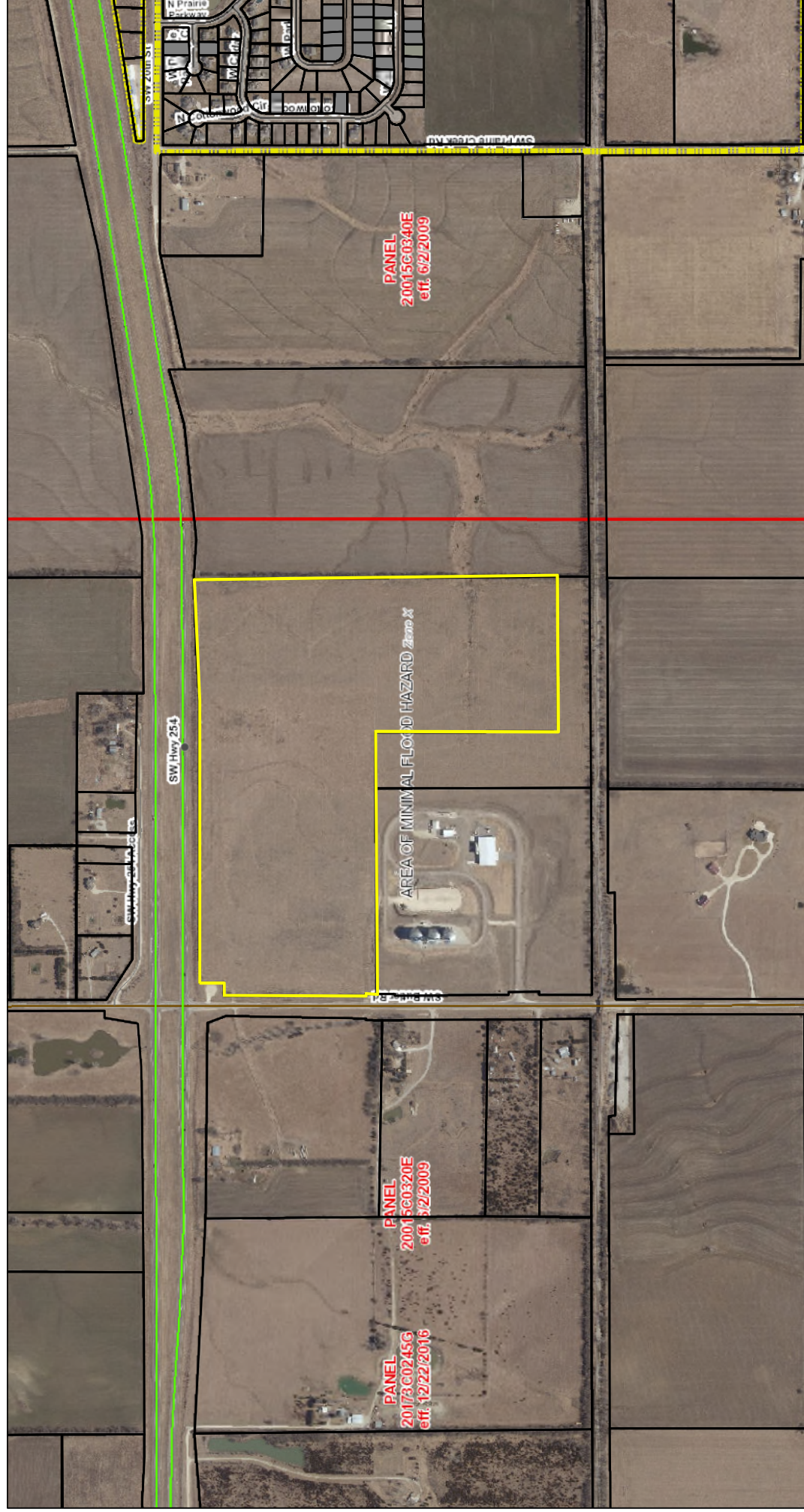


Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METINASA, EPA, USDA

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

Butler County GIS/Mapping

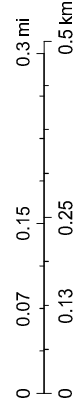
15647 SW HWY 254, Benton, KS 67017 - Flood Zone X



9/18/2019, 12:55:18 PM

- Parcel Data
- County Asphalt
- County Gravel
- BLDG_LL
- Municipal Boundaries
- Road Centerline
- CITY
- STATE HWY
- TOWNSHIP
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

1:9,028



Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

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

Butler County GIS/Mapping

Parcel Data

Parcel_Data_BldgLL

BLDG_LL

Municipal Boundaries

RoadCenterline

CITY

COUNTY ASPHALT

COUNTY GRAVEL

KANSAS TURNPIKE

PAPER

PRIVATE

STATE HWY

TOWNSHIP

US HWY

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

GUIDE TO CLOSING COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Real Estate Commission
- Notary Fees (*If Applicable*)
- Any Loan Fees Required by Buyer's Lender (*According to Contract*)
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Termite Treatment (*According to Contract*)
- Home Warranty (*According to Contract*)
- Any Judgments, Tax Liens, Etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Any Bonds or Assessments (*According to Contract*)
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Lender's Title Policy Premiums
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges For All Documents in Buyer's Name
- Termite Inspection (*According to Contract*)
- Homeowner's Association Transfer Fee and Deposit (*If Applicable*)
- All New Loan Charges (*Except Those That the Lender Requires the Seller to Pay*)
- Interest on New Loan From Date of Funding to 30 Days Prior to First Payment Date
- Home Warranty (*According to Contract*)
- Homeowner's Insurance Premium for First Year
- All Pre-Paid Deposits for Taxes, Insurance, MIP, Etc.

