# PROPERTY INFORMATION PACKET

THE DETAILS



15647 SW HWY 254 | Benton, KS 67017











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#### **PRIVATE TREATY PIP**



MLS# 572471 Class Land

**Property Type** Undeveloped Acreage

County Butler Area B13 - Benton

Address 15647 SW Highway 254

Address 2

City **Benton** State KS 67017 Zip **Status** Active

**Contingency Reason** 

**Asking Price** \$720,000 For Sale/Auction/For Rent For Sale

Associated Document Count 0

RICK W BROCK - HOME: 316-683-0612

McCurdy Auction, LLC - OFF: 316-683

McCurdy Auction, LLC - OFF: 316-683

20015-008-194-17-0-00-00-003.00-0



















#### **GENERAL**

List Agent - Agent Name and

Phone

List Office - Office Name and

**Phone** 

Co-List Agent - Agent Name

and Phone

Co-List Office - Office Name

and Phone **Showing Phone** 

**Zoning Usage** Parcel ID

**Number of Acres** 

**Price Per Acre** 

Lot Size/SqFt

**School District** Circle School District (USD 375)

**Elementary School** Circle Greenwich

Middle School Circle **High School** Circle

Subdivision NONE LISTED ON TAX RECORD Legal S17, T26, R03E, ACRES 105.6, NW1/4 EXC N396 W165 & EXC SW1/4 NW1/4

-0612

-0612

89.80

3911688

Ty Patton

1-800-301-2055

Agriculture

**LESS ROW** 

Realtor.com Y/N

Yes **Display on Public Websites** Yes Display Address Yes VOW: Allow AVM Yes VOW: Allow 3rd Party Comm Yes Sub-Agent Comm 0 3 **Buyer-Broker Comm Transact Broker Comm** 3

Variable Comm Non-Variable

Virtual Tour Y/N **Days On Market** 

47 47 **Cumulative DOM** 

**Cumulative DOMLS** 

**Input Date** 9/20/2019 10:55 AM **Update Date** 

10/24/2019

#### **DIRECTIONS**

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

#### **FEATURES**

SHAPE / LOCATION Irregular

TOPOGRAPHIC

Leve

Paved

PRESENT USAGE Hay (Various Types) **ROAD FRONTAGE** 

Highway **UTILITIES AVAILABLE** 

Electricity Public Water **IMPROVEMENTS** 

None

**OUTBUILDINGS** 

None

**MISCELLANEOUS FEATURES** Mineral Rights Included **DOCUMENTS ON FILE** 

Aerial Photos Photographs

Sellers Prop. Disclosure

**FLOOD INSURANCE** 

Unknown

**SALE OPTIONS** 

None

PROPOSED FINANCING Other/See Remarks

**POSSESSION** 

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None

At Closing

**AGENT TYPE** 

Sellers Agent **OWNERSHIP** Corporate

**TYPE OF LISTING** Excl Right w/o Reserve **BUILDER OPTIONS** 

Open Builder

#### **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

Rev. 7/18

## SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

					ad as: Agriculture
the d and s some	ate t shou thin	that ld no g im	it is s ot be porta	igned acce ant al	This statement is a disclosure of the condition of the above described Property known by the SELLER of the state licensees involved in this transaction of the security of any kind by the SELLER(S) or any real estate licensees involved in this transaction option as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know the Property that is not addressed on the Seller's Property Disclosure, add that information to the
form.	Pro	spe	tive	Buye	rs may rely on the information you provide.
suppo	ortin	g do	cum	entat	ete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available ion. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer ent lines to explain.
Mess (impo	age ortan	to th	ne B	uyer: bout	nowledge that the failure to disclose known material information about the Property may result in liability.  Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known materia the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is an active role in obtaining the information about the Property.
incom	plet	e or	inad	equat	this form and any attachments carefully. (2) Verify all important information. (3) Ask about an eresponses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain of the Property. (6) Investigate the surrounding area.
					RESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).
	Does Not Transfer				PARTI
	Ta		ding	M	
	Not	ing	Vor	Kn	Indicate the condition of the following items by marking the appropriate box.
None	oes	Working	Not Working	Don't Know	Check only one box for each item.
2		1	Z	0	WATER SYSTEMS
-0.0	D	0			Well/Pump
		-			
					SUBSIDE
1 30.00	П	П	П		Drinking Irrigation Location
1 30.00	П	П			
1 30.00	П	П	Ц		Location
1 30.00	П	ш	ш		Location
1 30.00	П	П			Location  Depth  Type  If on well water, has water ever shown test results of contamination? ☐ Yes  Is the property connected to ☐ city ☐ rural water systems?
1 30.00	П	Ц			Location  Depth  Type  If on well water, has water ever shown test results of contamination? □ Yes □ √√0
					Location  Depth Type  If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No  Is the property connected to ☐ city ☐ Tural water systems?  Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$  Cistern
			00	00	Location Depth Type If on well water, has water ever shown test results of contamination?  Is the property connected to city Tural water systems? Rural Water Transfer?  Yes No Transfer Fee \$ Cistern Other
				-	Location  Depth Type  If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No  Is the property connected to ☐ city ☐ Tural water systems?  Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$  Cistern
				-	Location  Depth Type  If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ fural water systems?  Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$  Cistern  Other  Comments:
0 00	00		00		Location  Depth Type  If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ fural water systems?  Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$  Cistern  Other  Comments:  DRAINAGE/SEWAGE SYSTEMS
0 00 0	00 / 0	00	00 0		Location Depth Type If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ fural water systems? Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS Sewer Lines
00 00	00 / 00	00 00	00 00	0 00	Location Depth Type If on well water, has water ever shown test results of contamination?  Yes  I Too Is the property connected to  I city  I Tural water systems? Rural Water Transfer?  No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS Sewer Lines Septic/Laterals
g 00 00 0	00 / 000	000 000	000	000	Location Depth Type If on well water, has water ever shown test results of contamination?  Yes  I No Is the property connected to  I city  I rural water systems? Rural Water Transfer?  No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS  Sewer Lines Septic/Laterals Lagoon
gaga 00 0		0000	0000	0000	Location Depth Type If on well water, has water ever shown test results of contamination?  Yes  I No Is the property connected to  I city  I rural water systems? Rural Water Transfer?  No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS  Sewer Lines Septic/Laterals Lagoon Tank Size  Location
gaga 00 0		00000	00000	000	Location Depth Type If on well water, has water ever shown test results of contamination?  Yes  Is the property connected to  I city  I rural water systems?  Rural Water Transfer?  No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS  Sewer Lines Septic/Laterals Lagoon Tank Size  Location # Feet of Laterals
angend oo o		00 00000	000000	00000	Location Depth Type If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ fural water systems? Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS  Sewer Lines Septic/Laterals Lagoon Tank Size ☐ Location # Feet of Laterals Other  Other
dagada oo o		00 00000	000000	000000	Location Depth Type If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ fural water systems? Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ Cistern Other Comments:  DRAINAGE/SEWAGE SYSTEMS  Sewer Lines Septic/Laterals Lagoon Tank Size ☐ Location # Feet of Laterals Other  Other

Form# 1005 Instanct

			Mou	PART II
	S.		Don't Know	Answer questions to the best of your (Seller's) knowledge.
	Yes	No	0	
	-	m	/	GAS/ELECTRIC
43			/	Is there a propane tank on the property?
44		100	1	If yes, is it □ owned □ leased?
45		0	1	Is gas connected to property?
46	The	6		If not, distance to nearest source?
47			1	Is electricity connected to property?
48		W		If not, distance to nearest source?  To your knowledge, is there any additional costs to hook up utilities?
50	ы	4621		If yes, please explain:
51 52				Comments:
53		-	1	DRAINAGE/SEWAGE SYSTEMS
54		E	0/	Is property connected to a public sewer system?
55			1	If yes, no explanation required.
56		D		Is there a septic tank/lagoon system serving this property?
57			/	If yes, when was it last serviced? Date
58		B	/	To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
59		B	/	To your knowledge, is the property located in a federally designated flood plain or wetlands area?
60		0	/	Is the property located in a subdivision with a master drainage plan?
61		9	/	If so, is this property in compliance?
62		B	/	Has the property ever had a drainage problem during your ownership?
63		0	1	Do you currently pay flood insurance?
64				Other drainage/sewage systems and their conditions:
65 66				Comments:
		/		BOUNDARIES/LAND
67		D.	-	Have you had a survey of your property?
68	B	Ø		Are the boundaries of your property marked in any way?
69	0	D		Is there any fencing on the boundary(ies) of the property?
70	0			If yes, does the fencing belong to the property?
71			1	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
72		G		Are there any features of the property shared in common with adjoining landowners, such as walls, fences,
73			/	roads, driveways?
74		8	D	is this property owner responsible for maintenance of any such shared feature?
75				Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
76				problems that have occurred on the property or in the immediate neighborhood?
77 78				Comments:
79			1	HOMEOWNER'S ASSOCIATION
80		W		Is the property subject to rules or regulations of any homeowner's association?
81		-	/	Annual dues \$ Initiation Fee \$
82		D/	/	To your knowledge, are there any problem relating to any common area?
83		0		Have you been notified of any condition which may result in an increase in assessments?
84				Comments:
85				

	[ ] [ ]		
Seller's Initials	N ( B [ F] [ was	Buyer's Initials	_

		Don't Know	PART II - Continued
Yes	No	Don't	Answer questions to the best of your (Seller's) knowledge.
		1	ENVIRONMENTAL CONDITIONS
	1	/	To your knowledge, are any of the following substances, materials, or products present on the real property?
]	D.	//	Asbestos
		/	Contaminated soil or water (including drinking water)
	U	/	Landfill or buried materials
	B	-	Methane gas
	B	/	Oil sheers in wet areas
]			Radioactive material
]			Toxic material disposal (e.g., solvents, chemicals, etc.)
	D		Underground fuel or chemical storage tanks
	0	-	EMFs (Electro Magnetic Fields)
		-	Gas or oil wells in area
	0		Other
]			To your knowledge, are any of the above conditions present near your property?  Comments:
		/	To your knowledge:
	0	-	Are there any gas/oil wells on the property or adjacent property?
	0	-	Is the present use of the property a non-conforming use?
	0		Are there any violations of local, state or federal government laws or regulations relating to this property?
	0		Is there any existing or threatened legal or regulatory action affecting this property?
	0	in a	Are there any current special assessments or do you have knowledge of any future assessments?
	0	1	Are there any proposed or pending zoning changes on this or adjacent property?
	0	/	Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing condition
]		1	Are there any diseased or dead trees or shrubs?
	9	-	Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
	19		Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use,
			desirability of the property? If yes, please explain below.
			Comments:
	/		Seller Owns:
13			Mineral Rights:
			% pass with the land to the Buyer % remain with the Seller
		-	Ware owned by third party unknown
		-	Are there any oil, gas, or wind leases of record or Other? Please explain:
	0		Crops planted at the time of sale:
	10		pass with the land to the Buyerremain with the Seller
			nonenegotiable
			Other (please describe):
			Tenant's rights apply to the subject property with lease or shares as follows:
			Water Rights:
			pass with the land to the Buyer - Permit #
			remain with the Seller - Permit #
			have been terminated
			Comments;
			COTTITIET (LOS)
			x 3 C T
			Seller's Initials Buyer's Initials
			Duyer's initials

Rev. 7/18

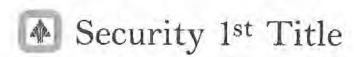
### SELLER'S ACKNOWLEDGMENT

	other real estate brokers and agents and pro-	G 16-16	Authentisse	Oora (N. Frankenberg. Hember 9/17/2019 9:02:16 PM CDT	09/17/20
Se	ller	Date	Judi Frankonbery, Min Seller 11.27.45 AM		
		OR	Jener		Date
Se I h	ller certifies that the information herein is true ave not occupied this property in	e and correct to th ars and am not fam	e best of the Seller's kr iliar with all conditions	nowledge as of the date represented in this for	signed by Se m.
	WOOD DESIGNATION OF THE PARTY O	II 141 - Annual III			
Se	ller	Date	Seller		Date
	ALL VEDVE	ACVAIONAU FOCAA	ENT AND AGREEMENT		
1.	I personally have carefully inspected the pro Subject to any inspections, I agree to purcha any kind by the Seller or any REALTOR® cond	ise the property in	its present condition v	ithout representations	ntract with Se or guarante
2.	l agree to verify any of the above informatio advised to have the property examined by p	n that is important professional inspect	to me by an independe ors.	ent investigation of my o	own. I have b
2	I acknowledge that neither Seller nor any RE	ALTOR* involved in	this transaction is an	expert at detecting or r	epairing phy
3.	defects in the property. I state that no imp upon by me except as disclosed above or as	ortant representat	ions concerning the co blows:	indition of the property	are being re
	defects in the property. I state that no imp	ortant representat fully set forth as for t Kansas Law requi heriff of the count ay find information	ollows: res persons who are co ty in which they resid to on the home page of	nvicted of certain sexua e. I have been advise	are being re
4.	defects in the property. I state that no impupon by me except as disclosed above or as lacknowledge that I have been informed that after April 14, 1994, to register with the sinformation regarding those registrants, I m	ortant representat fully set forth as f	res persons who are co ty in which they resid on the home page of i's office. Sedgwick County and rate noise. The volum se activity. I have be associated with McCo	nvicted of certain sexua e. I have been advised the Kansas Bureau of In is an operational milital e, pitch, amount and fre en informed that if I de	lly violent crid that if I de vestigation (



# WATER WELL AND WASTEWATER SYSTEM INFORMATION

operty Address: 156	47 SW Highway	254 - Bento	n, KS 67017	***************************************
DES THE PROPERTY	HAVE A WELL?	YES X NO	)	
If yes, what type?	Irrigation	Drinking	Other	
Location of Well:	11:mbrew			control No.
ES THE PROPERTY	HAVE A LAGOO!	N OR SEPTIC SYS	STEM? YES	NOX
If yes, what type?	Septic	Lagoon	morning microscopy States	
Location of Lagor	on/Septic Access:			
	17	011		^
1/11/	1 bek	Kel	9	1-16-1
PAURIntision '	1		1	Date
Todd Frankenbery, I	lember			09/17/2019
OWNER019 11:26:55 AM				Date
C Authentisses				
Gani W. Frankentery.	09/17/201	9		



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 after 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.

Seller

Authority - Authority - Authority - Stendam - Sten

Buyer

For more information on wire-fraud scams or to report an incident, please refer to the following in the series of the series of the following in the series of the se

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

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



#### PRELIMINARY TITLE SEARCH REPORT

Prepared Exclusively For:

**McCurdy Auction, LLC** 

Phone: 316-683-0612

joxborrow@mccurdyauction.com;

12041 E. 13th St. N

Wichita, KS 67206

Fax: 316-683-8822

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

Contact: Kimberly Clare

Email: kclare@mccurdyauction.com; sfrost@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.

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



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 Prperties, 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, 0212, 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)



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 1<sup>st</sup> 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.



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



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 <u>from all of the property</u> <u>covered by the above lease</u>; 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 "Cathodic 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 <u>from all of the property</u> <u>covered by the above lease</u>; 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.



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 <u>from all of the property</u> <u>covered by the above lease</u>; 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

LICENSED ABSTRACTER

By: Bom B. Edwards

Title Report No: 2330621

#### **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 ot 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.

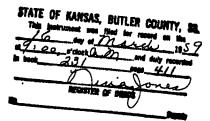
**AND EXCEPT** 

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 13333.42 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.

411

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



#### PETITION

Comes now the undersigned persons and state that they are land owners within the proposed boundaries of the aforenamed 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	l year
Herb Claasen R#1	Potwin, Kansas	l year
Sidney Corbin	Augusta, Kansas	l year
John Janzen R#3	Newton, Kansas	l year
Willard D. MossmanR#2	Valley Center, Ks	l 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

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

Total Fees: \$21,00

CERTIFICATE OF SURVEY MID KANSAS COOP ab. SEAL 00 COUNTY \* R3E S89\*55'08"E 2674.09'(M) . . 1/4 S, R3E 1337.04'(C) 1337.05'(C) \$₹ Co.\_ ™ \$8 N00'04'42"E 1326.43'(C) ₩2 Ş.ĕ Sec ₩. 1326.32'(M) Sec 1326.53'(M) 2653.06' 2652.64'(M) Road (Assumed Basis of Bearings) S89'55'24"E S89'55'24"E 1335.24'(M) 1335.23'(M) 985.23'(M) Andover 350'(M) 1126.39'(M) 1326.43'(M) 1126.32'(M) t l Acres 326.32'(M) N00.00.00.E SE4 NW4 Right SW4 NW4 S00.04'42"W N00.04'42"E 40.63 Acres 5.18 Road S89\*55'40"E 50, 983.69'(M) N89°55'40"W 1333.42'(M) 9 ∕3.5'± N89'55'40"W Centerline Railroad R/W Fence SE Cor. NW 1/4 Sec 17, Twp 26 S, R3E SW Cor. NW 1/4 Sec 17, Twp 26 S, R3E P.O.B. Legend 0/40 ● Set 5/8"x24"Bar & CLS 251 Cap Ø Found Bar & Cap Found County Bar & Cap Scale 1" = 500'⊗ Found Mag Nail ○ Found 1/2" Bar ⊚ Found 3/4" Bar 0 500 500

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

(M) Measured

(C) Calculated Per Measured

of 200 feet to the Point of Beginning. Contains 15.18 acres.

REC COMP NUM

REVIEWED IN A CERTIFICATION

Reviewed in accordance with K.S.A. 58–2005 on this Other day of December 2018

R.L.S. 1160

Michael A Work Butter County Surveyor

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
pereinalter called Grantors, in consideration of one dullar (\$1.00) and of	her good and valuable consideration paid by RUTAL WATER
istrict No. 5, Butler Co., Ks. hereinafter called the floss hereby grant, bargain, sell, transfer, and convey to said Grantee, treet, construct, install, and lay and thereafter use, operate, inspect, repaired, construct, install, and lay and thereafter use, operate, inspect, repaired.	e Grantee, the receipt and sufficiency of which is hereby acknowledged, its successors, and assigns, a perpetual essement with the right to
ver and across the following land owned by Grantor in But:	ler County, State of Kansus
NW & Section 17, Township 265, Range to Trotter.	3 E except 1½ acres in NW/c deeded
Together with the right of ingress and egress over Grantors' adjacent land The easement hereby granted shall not exceed in widt	
15 feet either side of pipeline as ins	talled on the north side of said tract.
The consideration recited herein shall constitute payment in full for all structures referred to herein and the Grantee will maintain such easem damages will result from its use of Grantors' premises. This Agree covenant running with the land for the benefit of the Grantee, its succe of the above-described lands and that said lands are free and clear of all e	tent in a state of good repair and efficiency so that no unreasonable ment together with other provisions of this grant shall constitute a resort, and ussigns. The Grantors covenant that they are the owners
IN WITNESS WHEREOF the sold Grantors have executed this 19	Mary A. Lafferty
STATE OF KANSAS SS: COUNTY OF	•
BE IT REMEMBERED, that on this 16 day of NC	ovember , 19 77 , before me, the undersigned, a Notary Public
who personally known to me to be the same pe	eraon who executed the within instrument of writing and
sych person will acknowledged the execution of the sume.  N WITNESS WELLOOF, I have bereunto set my hand and affixed m	ly notarial scal the day and year last above written.
The state of the s	Otto T. Hi Rainy Public
My commission expires:	
	MISC. BOOK 329 PAGE / Z3

LIENHOLDER'S CONSENT TO EASEMENT MISC. BOOK 329 PAGE/74

The undersigned kereby consents to the PARTHER COUNTY	www.vreasement.
1:45 FILED FOR RECOR	OAT, M.
NOV 21 19	77
329	
POLY DIXIE HOSE	Lienholder
TEST:	
neigh	Addl
RTN/Connell & Conn (9) Box 6, El Dord	
Fee-\$5.00 CORP	ORATION ACKNOWLEDGMENT
TE OF KANSAS	
<b>\$5</b> :	•
INTY OF	
DE IT REMEMBERED, that on thisd	sy of, 19, hefore me, the undersigned, a Notary
lic in and for the county and state aforesaid, came	
sident of	
rporation duly organized, incorporated and existing u	nder and by virtue of the lawsSecretary of said corporation, who are personally known to me to be suc
IN TESTIMONY WHEREOF, I have hereunto set my	hand and affixed my noterial seal, the day and year last above written,
IN TESTIMONY WHEREOF, I have hereunto set my	hand and affixed my notarial seal, the day and year last above written.
IN TESTIMONY WHEREOF, I have hereunto set my	hand and affixed my notarial seal, the day and year last above written.  Notary Public
commission expires:	
commission expires:	Notary Public
commission expires:	Notary Public
INDI TE OF KANSAS  SS:	VIDUAL ACKNOWLEDGMENT
INDI TE OF KANSAS SS: INTY OF	Notary Public  VIDUAL ACKNOWLEDGMENT  isy of, 19, before me, the undersigned, a Notar
INDI TE OF KANSAS SS: INTY OF HE IT REMEMBERED, that on this	Notary Public  VIDUAL ACKNOWLEDGMENT  day of, 19, before me, the undersigned, a Notar
INDI TE OF KANSAS  SS: INTY OF  HE IT REMEMBERED, that on this  ic, in and for the county and state aforesaid, came  personally known to me to be the sam duly acknowledged the execution of the same	Notary Public  VIDUAL ACKNOWLEDGMENT  day of, 19, before me, the undersigned, a Notar
INDI TE OF KANSAS  SS: INTY OF  HE IT REMEMBERED, that on this  ic, in and for the county and state aforesaid, came  personally known to me to be the sam duly acknowledged the execution of the same	Notary Public  VIDUAL ACKNOWLEDGMENT  lay of, before me, the undersigned, a Notary  the person who executed the within Consent to Essement and such person
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INDI TE OF KANSAS SS: NTY OF HE IT REMEMBERED, that on this	Notary Public  VIDUAL ACKNOWLEDGMENT  lay of, before me, the undersigned, a Notary  the person who executed the within Consent to Essement and such person
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INDI TE OF KANSAS  SS: INTY OF  HE IT REMEMBERED, that on this  in and for the county and state aforesaid, came  personally known to me to be the same duly acknowledged the execution of the same  IN WITNESS WHEREOF, I have hereunto set my had	Notary Public  VIDUAL ACKNOWLEDGMENT  day of, 19, before me, the undersigned, a Notar  see person who executed the within Consent to Easement and such person  and and affixed my notarial seal, the day and year last above written.  Notary Public
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INDI TE OF KANSAS  SS: INTY OF  HE IT REMEMBERED, that on this  in and for the county and state aforesaid, came  personally known to me to be the same duly acknowledged the execution of the same  IN WITNESS WHEREOF, I have hereunto set my had	Notary Public  VIDUAL ACKNOWLEDGMENT  lay of, before me, the undersigned, a Notary  the person who executed the within Consent to Easement and such person  and and affixed my notarial seal, the day and year last above written.
INDI OTE OF KANSAS SS: OTY OF HE IT REMEMBERED, that on this Lic, in and for the county and state aforesaid, came Personally known to me to be the sam duly acknowledged the execution of the same	Notary Public  VIDUAL ACKNOWLEDGMENT  day of, 19, before me, the undersigned, a Notary  re person who executed the within Consent to Essement and such person  and and affixed my notarial seal, the day and year last above written.

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

## UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME, ADMINISTRATION

48

### RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mary F.	
District No. 5, Butler Co., Ks., hereinufter called t	other good and valuable consideration paid by Rural Water
does hereby grant, bargain, sell, trunsfer, and convey to said Grantee erect, construct, install, and lay and thereafter use, operate, inspect, rep Water System	
over and across the following land owned by Grantor in But	ler _
NV & Section 17, Township 26S, Range to Trotter.	3 E except 1 acres in NW/c deeded
Together with the right of ingress and egress-gerer Granturs' adjacent lan The easement hereby granted shall not excerb in wid  15 feet either side of pipeline as inst	nds for the purposes for which the above-mentioned rights are granted. th, the center line thereof to be located across said land as follows:  and West side alled on the north side/of said tract.
	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
The consideration recited herein shall constitute payment in full for al sincetures referred to herein and the Grantee will maintain such easem damages will result from its use of Grantors' premises. This Agree covenant running with the land for the benefit of the Grantee, its succe of the above-described lands and that said lands are free and clear of all e	ement together with uther provisions of this grant shall constitute a status, and assigns. The Grantors covenant that they are the owners neumbrances and liens except the following:
STATE OF KANSAS	
COUNTY OFhttler	
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in appropriate soresaid, came here f. 171fe	mber 1977, before me, the understimed, a Notary Public
who dersonally known to me to be	
Web persun	onwho executed the within instrument of writing and
and the same.	
WINES WHEREOF, I have hereunto set my hund and affixed my	noturial seal the day and year last above written.
A CONTRACTOR OF THE CONTRACTOR	00000
	Otto T US Notary Public
ty commission explicat	2000 11 HT 11 -0 1-1
.7	a mind
X-10-17-2 MISC BOOK 3	3/ PAGE 120 FHA-KS 442-5 (Rev. 2-17-65)

	MiSC	MERCHANISM WEST	MISC. BOOK 33/ PAGE 49/
i di a		S CONSENT TO EASEMEN	T PAGE T
The understand hereby consents to the g	innting of the above ea	sement.	
and the second		, ,	. 1
1 453 Cpg			
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ATTESP:		F .	STATE OF MANSAS BUTLER COUNTY, LE 3:15 PILEO POR RECORD ATP
1 1			21.1.2 P. N
			APR 1 7 1978
	CORPORATIO	N ACKNOWLEDGMENT	///
STATE OF KANSAS			BOOK 331 PAGE 490
COUNTY OF	SS:		REGISTER OF DEEDS
BE IT REMEMBERED, that on this	. day of		, he fore me, the undersigned, a Notar
Public in and for the county and state afore President of	sald, came		, before me, the undersigned, a Notae
a corporation duly organized, incorporated a	ad existing under and b	y virtue of the lews	
officers, and who are personally known to of said corporation, and such persons duly a	be the same persons	cretary of said corporation, was who executed as such officion of the same to be the act a	who are personally known to me to be su ers, the within Consent to Easement on beh nd deed of said corporation.
IN TESTIMONY WITEREOF, I have her	minio sat militari		toporadon,
		me and the contract seed, the co	ay and year last above written.
			Notary Public
My commission expires:			
my commission expires:	tat manage and a		
$\begin{array}{c} \cdots \\ \phi \\ \text{fr}_1 \end{array}$ STATE OF KANSAS	INDIVIDUAL A	CKNOWLEDGMENT	
(L)	·		
COUNTY OF			
D BE IT REMEMBERED, that on this	day of		, before me, the undersigned, a Notary
Chuhic, in and for the county and state aforess who personally known to me to to the county acknowledged the execution of	uid, came		, some me, me undersigned, a Notary
O M	the same.	who executed the w	ithin Consent to Essement and such person
Connell Some of the control of the c	set my hand and sffixe	ed my notarial seal, the day an	d year last above written.
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My commission expires:	<u> </u>		
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Record:

C/A 2181 BOOK 742 PAGE 15

R/W TRACT: 12

COUNTY: BUTLER

PROJECT: 254-8 K 5059-01

DATE:

## KANSAS DEPARTMENT OF TRANSPORTATION TEMPORARY EASEMENT

ATHIS AGREEMENT made and entered into this \_\_\_\_\_ day of A.D. 19 95, by and between:
720 Kenses 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.

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ત્રિકુ કે કે જેવા જો કરાવા છે. પહેલામાં કે જેવા માટે જેવા કે મુખ્ય કરેલા છે.

COMP Z

(03-92)

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 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.

BOOK 742 PAGE 15

The state of the s

न्त्र पुराविक्षांत्रे इक्ष्मपुरा इक्षमं सुमार्क समाप्त है। इस्ते हैं। इस्ते विद्यार्थ में उन्हें हैं। उन्हें ह एक्षम स्वर्धकों विस्ति के स्वर्धकों के उन्हें की एक्स किए से अपने किए से स्वर्धकों के उन्हें की स्वर्धकों की

BOOK 742 PAGE 15

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

	Mary F. Lafferty Frue Ree of the Mary F. Lafferty Revocable Tr	
	TreeTry Revocable Tr	'ust
ATTEST:		
SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS BY:	Landowner(s)	
JOSEPH KRAHN, CHIEF BUREAU OF RIGHT OF WAY		
Recommended by Tracky Might softway Agent Mula	Buce	

The file of a second of the file of the fi

(03-92)

D.O.T. Form No. 1711

741

STATE OF KANSAS, BUTLER COUNTY, S.S. on this day of A.D. 19 75
before me, a notary public in and for said county and state, personally appeared for for the flat for the foreign instrument, and duly acknowledge the execution thereof. AR day of CHARLENE ENDSLEY-BURGE
Notary Public - State of Kanaas
My Appl, Expires 2-26-98 delle Notary Public My commission expires

The state of the s

St. of Kansas - Butler Co. ] SS Recorded June 12, 1995 Rt 11:30 A.M. #4545

Pook 742 True 15

Feel 1 \$12.00 (4)

Maria MicCoy-Register of Delds

RTN-Kansas Department of Transportation
Docking State Office Bldg.

Topeka, KS 66612

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10

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
	) and other gond and valuable consideration paid by <u>Rural Water District</u> filed the Grantee, the receipt and sufficiency of which is hereby acknowledged, rantee, its successors, and assigns, a perpetual casement with the right to ct, repair, maintain, replace and remove
over and across the following land owned by Grantor InBu	county, State of Kanses
See Attached Sheet	
Together with the right of ingress and egress over Grantors' adjace.  The essement hereby granted shall not exceed 30 feet.  Along the waterline as laid.	ent lands for the purposes for which the above-mentioned rights are granted, in width, the center line thereof to be located across said land as follows:
mong the waterline as laid.	
damages will result from its use of Grantors' premises. This covenant running with the land for the benefit of the Grantee, its of the above-described lands and that said lands are free and clear o	for all damages sustained by Grantors by reason of the installation of the easement in a state of good repair and efficiency so their not unreasonable Agreement together with other provisions of this grant shell consulted a successors, and assigns. The Grantors coverant that they are the owners fall encumbrances and lient except the following:
Less highway right-of-way.	
IN WITNESS WHEREOF the said Grantors have execute	Mary & Lafferty
STATE OF KANSAS	
COUNTY OF Butler	
in and for the county and state aforesaid, cameMOTY F Lof	
who 15 personally known to me to be the san	ne person who executed the within instrument of writing and
such personduly acknowledged the execution of the sam	ie.
IN WITNESS WHEREOF, I have bereunto set my hand and affia	ed my notarial seal the day and year last above written.
My commission expires: July 24,1919	Notary Public
MELODY T	FHA-KS 442-5 (Rev. 2-17, 46)

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 Kansa: Butler Co. SS

Recorded March 8, 1996

At 10:15 A.M. & 22/0

Book 765 Page 125 (2)

Fee(s) \$8.00

Marcia Mc of Duck

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

Total Fees: \$16.00

Pages Recorded: 3

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



NW/4. S17-T2/8-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 <u>BUTLER</u> County, State of <u>KANSAS</u>, 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 6<sup>th</sup> 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 6<sup>th</sup> P.M., in Butler County, Kansas. Subject to Public Road.

241
13-39-672- Meadow Lark Road Properties, LLC
12-EC-1 KGB

WR# 024184 WA# 03301

REC COMP

RIN: Westar Energy

PO Box 889 Topeka, KS 66601

(3) Attn: Erin Quintanilla

Book: 2014 Page: 1415 Page #: 2

> NW/4. S17-T2//S-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.

Book: 2014 Page: 1415 Page #: 3

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

This	grant	shall	be binding	upon th	ne heirs,	success	sors an	d assigns	of the	undersigne	d.
WIT	NESS	the h	and of the	Grantor	r this	طر طعر	y of D	eremb	×	, 2013.	

Meadowlark Yleadow *Lla*hk Rogh Properties, LLC

Todd Frankenberry, Managing Member

State of Kansas County of Butler

On this day of <u>December</u>, 2013, before me, a Notary Public in and for said County and State aforesaid, personally appeared <u>Todd Frankenberry</u>, 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.

Notary Public Patricia M Wells

Appointment Expires: 2-18-17

13 - 241 13-22-001 - Meadow Lark Road Properties, LLC 12-EC-1 KGE

WR# 024184 WA# 03301

# 3274101 Darry/ Lutz

## EASEMENT FOR RIGHT-OF-WAY

THIS EASEMENT FOR RIGHT-OF-WAY, executed and County, Kansas (hereinafter, "County") by Meadowle (hereinafter, "Owner").	delivered to the Board of County Commissioners of Butler ark Road Properties, LLC					
WITNESSETH:						
That for and in consideration of the sum of <u>one dollar</u> other good and valuable consideration, the receipt of which is hereby at to County a permanent easement in, over, across and upon the following						
A permanent easement for highway right-of-way over and upon a tract of Section 17, Township 26 South, Range 3 East of the Sixth Principal Mer as follows;	ridian, Butler County, Kansas. Being more particularly described					
Commencing at the Northwest Corner of the Northwest Quarter on Said Squarter on an assumed bearing of South 00 degrees 56 minutes 45 sec	' <del>(*</del> Section 17, thence South on the East line of said Northeast onds East, a distance of 396.00 feet for a point of beginning,					
nence 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 83	10.48 feet;					
Thence North 89 degrees 03 minutes 15 seconds East, a distance of 10	1.00 feet;					
Thence South 00 degrees 56 minutes 45 seconds East, a distance of 10 Northwest Quarter;	20.00 feet to the south line of said Northwest Quarter of the					
Thence South 89 degrees 07 minutes 24 seconds West, a distance of 8	0.00 feet;					
Thence North 00 degrees 56 minutes 45 seconds West, a distance of 93	30.56 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	ng right of way.					
Butler County to replace (2) existing entrances with new entrances up to when requested and to replace fence when and if needed.	36' wide with 30' radius returns and crushed rock surface					
For the purposes of construction, reconstructing, widening, improving,	draining and maintaining a road or highway.					
OWNER(S) Meadowlank Read Properties, LLC						
4/1/2	Todd A. Frankenberry, President					
Multipate 1171						
DIX Beletten 4-2-19	Nick Belcher, Vice President					
STATE OF KANSAS ) COUNTY OF BUTLER ) ss:						
This instrument was acknowledged before me onMa	arch 2, 2014 , by					
Meadowlark Road Properties, LLC by Toda and Nick Belcher, Vice President.	1 A. Franken berry, 1185, Gent					
A. JANE HATCH	Jane Hatch					
Notary Public - State of Kansas	5.7.17					
(Seal) My Appt. Empires 5-7-15	My appointment expires: 5-7-15					
ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS TH	IIS 15th DAY OF April , 2014.					
RECOMMENDED:	BOARD OF COUNTY COMMISSIONERS (OF BUTLER COUNTY), KANSAS					
0. 14.1-	Vil. Circle					
DARRYL CALUTZ, P.E., DIRECTOR	MIKE WHEELER, CHAIRMAN					
PUBLIC WORKS/COUNTY ENGINEER,	BUTLER COUNTY, KS					
REPUTATE CANAL	REGISTER OF DEEDS  SER OF ON Marcia McCoy					
ATTEST:	Book: 2014 Page: 2976					
SEAL *	SEAL Rages Recorded: 1  Date Recorded: 4/18/2014 3:49:56 PM					
DON ENGELS, COUNTY CLERK	COUNTY SERVICE					
COMP COUNTY						

BUTLER COUNTY, KS REGISTER OF DEEDS Marcia McCoy

Book: 2014 Page: 8358

Date Recorded: 10/16/2014 8:49:32 AM

Receipt #: 98179 Pages Recorded: 5 Total Fees: \$24.00

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

Wichita, KS 67201

SEAL SEAL

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 6<sup>th</sup> 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

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

REC COMP

Book: 2014 Page: 8358 Page #: 2

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 29 day of August, 2014.

MEADOWLARK ROAD PROPERTIES,

LLC

Todd A. Frankenberry, Managing

Member

Book: 2014 Page: 8358 Page #: 3

Nick Belcher, Managing Member

**ACKNOWLEDGMENT** 

STATE OF Gass )

COUNTY OF Ruther )

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

<u>Todd A. Frankenberry</u> 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 <u>Managing Member</u> of <u>Meadowlark Road Properties</u>, <u>LLC</u> and that <u>Todd A. Frankenberry</u> 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 29 day of August, 2014.

My appointment expires:

Notary Public

KEITH A. GEIST

My Appt. Expires OS-11-7-015

Book: 2014 Page: 8358 Page #: 4

### **ACKNOWLEDGMENT**

STATE OF Karsas	) ) SS:	
COUNTY OF Buth	)	
1, Le 14	A. Ge (5+ (Print name of Notary Public)	, do hereby certify that

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 29 day of August, 2014.

My appointment expires:

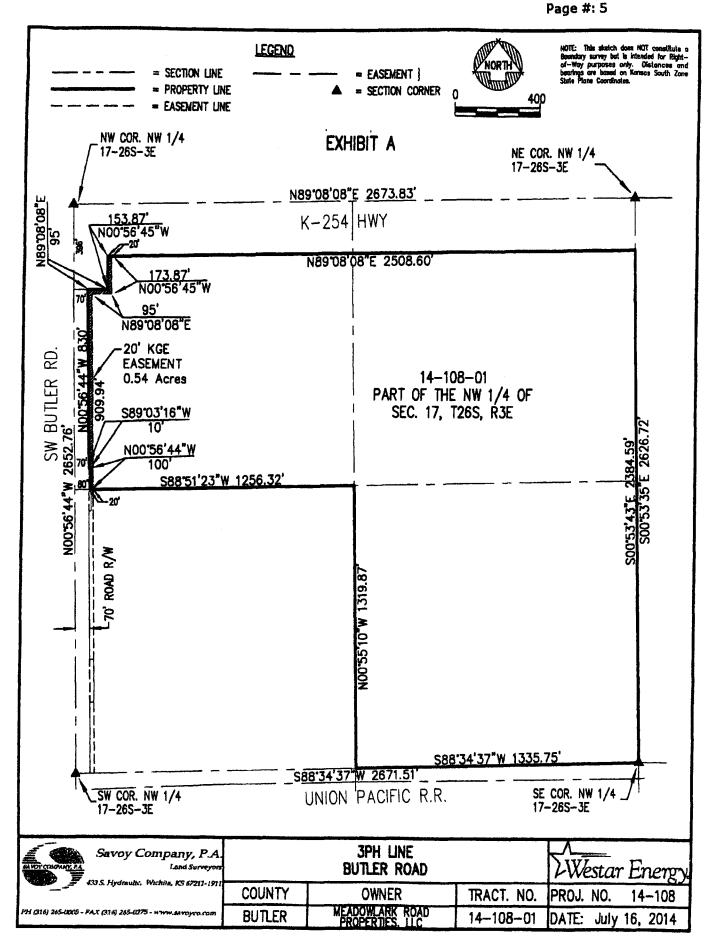
Notary Public

A KEITH A. GEIST

EME Notary Public - State of Kansas

My. Appt. Expirés OS-1(-7-045

Book: 2014 Page: 8358



orm 88—(Producers) 1- 43 <b>B</b>	OIL AND G	AS LEASE'	Areas Bure Priori Co.
AGREEMENT, Made and entered into	July	28,	18 54 by and between
E. M. Shannon ar	nd Chella M. Sh	annon, his wife,	
		Party of the first part, hereinafter o	alled lesser (whether one or more) and
TRESSIVE, That the said lesser, for and in constitution in the hand paid, receipt of which is hereby ack and performed, has granted, demised, inseed pose of mining and operating for oil and gas,	sideration of One and nowledged, and of the sovens	other valuable con	nsiders tion part of leases to be put
of said products, all that certain tract of land			
All of the Northy	3		t in the Northwest
orner of NW+ of		7.5	01
Section 17 Township 269 It is agreed that this lease shall remain in full		(1) man from this date	/ Hora or Add.
hither of them, is produced from said land by th In consideration of the premises the said lease	e lessen, or the premises are b		s, and se long thereafter se oil or gas,
lst. To deliver to the credit of lessor, free of o saved from the leased premises.		• • • • • • • • • • • • • • • • • • • •	
and. The brosse shall pay to lessor for gas pro- bitly is not the sarket value of such gas at the the mount of the sarket pay to the sarket has mount squal to the delay rental provid- held as a producing lesse under the above term res and inside lights in the principal dwelling hi risk and sapanes.	tuced from any oil well and us mouth of the well; if said gas or as royalty & of the process shall pay or tender annually so in the next secretaring part to paragraph hersef; the leasonue on said land by making it was not been said land by making it was not said land by maki	sed by the leases for the manufactur, as said by the seem, as royally the seem, as royally distributed to the said of the said seem of the said royally to have gas free of charge from a bits own sounsestions with the well, the	re of gasoline or any other product as y as of the proceeds of the sale thereof he mouth of the well where gas only is which much gas is not sole or used as ny gas well on the leased prames for the use of such gas to be at the lessor's
If no well be commenced on said land on or b			s as to both parties, which the Name of
where their traits stadil pay or tender to the lesses			Bank at
of said land, the suffice	or its successors,		ry regardless of changes in the owner-
privilege of deferring the confinencement of a ti of a well may be further deferred bas, the per theck or draft of leases or any assignes thread, lory bank, and it is understood and agreed the a when said first rental is payable as aforesaid see may at any time sensuts and deliver to Lea- nissa and thereby surrender this lease as to-se also payable bergunder shall be relissed in the	mailed or delivered on or be in the gonalderation first rect but also the leasest option of our makes be record, a rele proportion or portions and be proportion that the acrea	aid date. In like manner and upon, immonths successively, All much printer for the season paying date either did Berein, the down payment, doversof extending that period as aforeasid case or releases overting any portion relieved of all obligations as to the measured bereon is reduced by an extending that the content of	nts or tenders of rental may be made rect to leaser or angines or to said de- sort only the privileges granted to the and any and all other rights conferred, in or portions of the above described acresso surrendered, and thereafter the
social the life was writed on the above dear we months best the expiration of the last rent eign-the expiration of said twelve months shall if a strengt that more the communities of the many	ribed land be a dry hole, then all period for which rental has resume the payment of rental as above to the payment of the payment o	n, and in that event, it a second well been paid, this lease shall terminate its in the same amount and in the a condentation is less arresting and the last areas and the same and the same and the same and the same areas.	is not commenced on said land within hat is both parties, unless the issues on ares minuter as hearin before provided, many hours, governing the payment of payments.
If said leaser owns a less interest in the above in provided shall be paid the leaser only in the eased at the next succeeding rental anniversary			
Lesses shall have the right to use, from of cost, When requested by lessor, lesses shall bury his	pipe lines below plow depth.		
No well shall be drilled nearer than 200 feet to Lessee shall pay for damages caused by its ope			ent of the lessor.
cases shall have the right at any time to remo	ve all machinery and fixtures	placeed on said premises, including t	the right to draw and remove easing.
f the lesses shall commence to drill a well with letion with reasonable diligence and dispatch, with the like effect as if such wall had been o	in the term of this lease or a and if oil or gam, or either o completed within the term of ;	my extension thereof, the leases shal I them, he found in paying quantiti years herein first mentioned.	Il have the right to drill such well to es, this lease shall continue and be in
If the estate of either party harves is transferrabler party bereto are vested by deseemt or deseemt, or assigna, but no change in the owners; is assignable to change in the owners; the estate of th	ed, and the privilege of trans- ties, the overnants hereof sha- hip of said land or of any ri- vot of any transfer by lessor said the said land or of any ri- state and his estate is being little being had on the estat- it to their credit as hereinself in it this lease shall be easigned in this lease shall be easigned in the lease said to pro- lease in so far as it coper, as lease in so far as it coper, as a seal sease assign this is subsequent to the date of so y he developed and operated to the entire leased area.	ferring in whole or in part is express ill extend to and be binding on the bith the revenueder shall be binding on the bith the revenueder shall be binding on to with a certified copy of the will administered, with a transacripe of s. with an instrument sestifactory ore provided, at least thirty days at all the part or as to parts of the bit of the proportionate part of the p	aly allowed, or if the rights hereunder wirr, device, exemeters, administration, the leases until after lessee has been of lesser together with a transcript of the administration proceedings or, in to lessee account by lessor's heirs before each rentals and cryatises are he above described lends and the as- lesses and the same of the same right due from him or them, such which live and lessee on any assignes to the lessee of the same and the low or hereafter owned in severally all be paid to each separate owner in part of the lessee to offset wells on to furnish suparate measuring or re-
essor hereby warrants and agrees to defend the for leasor by payment, any murigages, taken or se rights of the holder thereof and may reimbur	r title to the lands herein der other liene on the above descr se itself from any reptal or re	eribed, and agrees that the lesses shribed lands, in the event of default of systims accruing hereunder.	sall have the right at any time to re- payment by lessor, and be subrogated
The terms, covenants and conditions between a traders, devises, executions, successors and set. Executive Orders, Rules or Regulations, and with, if sumpliance is prevented by, or if and the the event a test well	hall run with said land and signs; however, all express or this lease shall not be termin a failure is the result of, any	herewith and shall be binding upon implied covenants of this lease shall aited, in whole of in part, nor lee such Law, Order, Rule or Regulation	n the parties hereto, their heirs, ad- il be subject to all Federal and State see held liable for failure to comply
to a depth sufficient, the leased premises at the leased premises, o	to adequately a location and or before No	test the Arbuckle proximately 5307 vember 1, 1954, t , unless paying p	Limestone formation from the North line his lease shall be
values our hands he of the day and you	e lirat above wellson.	- SAME CONDITION AS	BERINE - DRILLING
	· · · · · · · · · · · · · · · · · · ·	Thella In	A KOMMANDI
		·	(SEAL)
			(BRAL)

587

7.4 V.	naga tler undersigned, a	Natara Public Wil	hin and for said C	County and State.	on this	
y of Chief 2 of M	Shannon		, personally appe	eredS	M. Shannon	
XWE 1	C					
் விக்கப் பிரி		their free an	d walantery act an	d deed for the use	strument and acknowns and purposes there year land about writer	ein set iorth.
commission expires	17	my 77	7	ung	Nota	ry Public
TATE OF	( C. )		ACKNOWLEDG	MENT FOR IND	IVIDUAL (Kans. Ok	ia. and Colo.)
OUNTY OF I V. W	undersigned, s	Notary Public, wi	thin and for said	County and State,	on this	<del></del>
y of			_, personally appo	eared		
1d						
me personally know	n to be the ide	ntical person_who	executed the within	n and foregoing in	es and purposes the	wiedged to me rein set forth.
IN WITNESS	ed the same as WHEREOF, I h	nave hereunto set m	y hand and official	seal the day and	year last above wi	itten.
y commission expire	4				Note	ary Public
PATE OF		1			202 GORGO GOS	v.
OUNTY OF		}} **	. ACKNO		OR CORPORATION	
Be it remember	ed that on this.	and for the county	and state aforesai	id. came	, before me, the	undersigned, a
		resident of			to me to be such off f said corporation, a nd purposes therein	
ND GAS LEASE	то	. Twp	James	as of St. and duly recorded of the St. 4	March Soula pare & Replace of Books.	ANDAS BLUE PRINT CO.  MARKET ST. WICHTA, KANDAS  **SERVICE UP-TO-DATE OIL MAPS  ***C. Market Maps  ***C. Mar
OIL		÷	STATE OF	This instrumes 28 day at 4,000°, in Book 9	the records of By Make.	THE N THE NORTH PHOTOSTA
NOTE: When sign	natûre by mark For acki	in Kansss, said man nowledgment by ma	rk to be witnessed rk, use regular K	by at least one ansas acknowledg		
			• •			•
COUNTY OF		}			OIVIDUAL (Kans. C	kla. and Colo.)
UUNII UF	undersigned;	a Notary Public, w	**		e, on this	
Before me, the						
Before me, the		, 19	personanty app		·	

OIL AND CAS LEASE

15 17.5 2 1906 A 2 18 Notary Public

189

FORM 105 (2-54)

### CATHODIC PROTECTION UNIT CONTRACT

KNOW ALL MEN BY THESE	PRESENTS:	•	
THAT in consideration of the sur	of Twenty-five a	nd no/100 * * * * * * *	* * * *
DOLLARS (\$ 25.00		) in hand paid, the receipt of which	is hereby acknowledged,
Chella M. Shanno	n and E.M. Shanno	n . her husband	
install, maintain, inspect, operate, repair material, apparatus, and equipment uses	r, replace, change or remove a cat d in connection therewith or inci-	E LINE COMPANY, hereinafter called grant thodic protection unit with any by-passes, cross-of lent thereto, together with the right to trim of protection unit, on the following described land	vers, poles, cables or other cut trees, if necessary, to
inuard in Butler Northeast Quarter o Rng. 3 east	f the Northwest Q	ounty, State of <u>Kansas</u> uarter(NE 1 NW 2) Section 1	7, Twp. 26 sout
		•	
ereby agree that said land may be use	ed for the purposes herein provided grantee. Said grantee shall at al	that they are the owners in fee simple of said rd as long as any exthodic protection unit or I times have full rights of ingress and egress t	any pipe lines are main-
The terms, conditions and provision entatives, successors and assigns of the		and be binding upon the heirs, executors, adm	inistrators, personal repre-
			•
•			
IN WITNESS WHEREOF, said g	trantors have hereunto set their h	ands and seals this 9th 9th	day of
January	, 19_ <b>_57</b>		
igned, sealed and delivered a the presence of:			
m/ 1	? Are .	Chella M. S.	A CLASSE (Seal)
Hugh O. SELICU	2 Kilalinge	- C 10	(Seal)
		College Mann	On (Seal)
			(Seal)
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BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  Chella M. Shannon and E.M. Shannon, her hisaband  Chella M. Shannon and E.M. Shannon, her hisaband  Chella M. Shannon and E.M. Shannon, her hisaband  Largest for the State personal substituted to the foregoing instrument, and acknowledged to me that the y  STURN UNDER AT HAND AND SEAL OF OFFICE, This 9th day of January Fablic  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF  BEFORE ME, the undersigned, a Nosary Public in and for said County and Seas, on this day personally appeared  JOINT ACKNOWLEDGMENT  THE STATE OF TEXAS.  COUNTY OF JOINT ACKNOWLEDGMENT  JOINT ACKNOWLEDGMENT  AND JOINT ACKNOWLEDGMENT  JOINT ACKNOWLEDGMENT  AND JOINT ACKNOWLEDGMENT  JOINT ACKNOWLE	THE STATE OF Kunsas			, ,
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(KANSAS)



(SEAL)

OIL AND GAS LEASE **B**+ w Form 88-(Producers) 6th day of June AGREEMENT. Made and entered into this..... <del>-sizth</del> E M. Shennon Chella M.Shannon husband and wife. Party of the first part, hereinafter called lessor (whether one or more) and WITNESSETH, That the said lessor, for and in consideration of Control of the accord part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Control of the Contro Butler. State of Kansas, described as follows, to wit: land situated in the County of\_ northwest (warter (NW1) section 17 Township 26 Range 3 east east and containing 160 of Section\_\_\_\_17 \_Township\_ Range 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 (1/2) 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 (%) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made busnterly 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 (%) of the market value, at the mouth of the well, payable monthly at the prevailing If no well be commenced on said land on or before the Sixtl 6thday of September 1957, this lesse 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 Benton Kansas \_Bank at\_\_ 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 lease on or before the expiration of said twelve months shall reaume 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 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 dil gence 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. 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 lesse shall be assigned sto 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 lessed 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 no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lesse may hereafter be divided by said, 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 lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse 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 SEAL) above written. Chella M. Channon (SEAL) Witness to the mark: (SEAL) Chella M. Shannon

Before me, the undersigned, a Notary Public, within and for said County and State, on thia 7th  Inner personally appeared E.M. Shannon.  Inner E.M. Shannon.  In	DEFORM DESIGNATION  1577 perconsily appeared. R.M. Shannon.  1578 perconsily appeared. R.M. Shannon.  1579 perconsily appeared. R.M. Shannon.  1570 perconsily appeared.  1570 perconsily known to be the identical person	INTERIOR THE STATE OF THE STATE		,
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ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Before me, the undersigned, a Notary Public, within and for said County and State, on this green me personally known to be the identical person. Who executed the within and foregoing instrument and acknowledged to me executed the same as.  In within the same as free and voluntary act and deed for the uses and purposes therein set forth in within son corporation and presented that on this day of said corporation for the State of set same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly and very public, duly commissioned, in and for the county and state aforesaid, came present who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly and very public. In within some person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly and very last above written.  IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written. In witness where the composition of the State of said corporation of the same search of the very last above written.  IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.  Notary Public of the same search officer the foregoing instrument of writing in behalf of said corporation of the uses and purposes therein set forth. In witnessed with the same for himself and for said corporation of the uses and purposes therein and to the same search of the uses and purposes therein set forth. In witnessed with the same search of the same search	The POP Search of the State of Search of the County and state aforesaid, clay and year last above written.  Notary Fublic Notary Notary Fublic	as. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Notary Fublic Notary Fublic within and for said County and State, on this.  In WITNESS WHEREOF, I have hereunto set my hand and official set, and the day and year last above written.  ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Before me, the undersigned, a Notary Public, within and for said County and State, on this.  In WITNESS WHEREOF, I have hereunto set my hand and official set the day and year last above written.  Notary Public, only commissione expires.  ACKNOWLEDGMENT FOR CORPORATION  Be it remembered that on this.  In WITNESS WHEREOF, I have hereunto set my hand and official set in the day and year last above written.  Notary Public, duly commissioned, in and for the county and state aforesaid, came.  In WITNESS WHEREOF, I have hereunto set my hand and official set in the day and year last above written.  Notary Public, duly commissioned, in and for the county and state aforesaid, came.  In WITNESS WHEREOF, I have hereunto set my hand and official set in the day and year last above written.  Notary Public with 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 set in the day and year last above written.  Notary Public  Set. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Set. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Personally appeared.  **Set. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Set. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  Personally appeared.  **Set. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okia. and Cole.)  The personally appeared are the day and year last above written.  **TOTALES WHEREOF, I have hereunto set my hand and official set the day and year last above written.	me perionally enown to be the identical po	erson is who executed the within and foregoing instrument and acknowledged to me
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ay of, 19, personally appeared	free and voluntary act and deed for the uses and purposes therein set forth.	me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  t	y of	, 19, personally appeared
nd .	free and voluntary act and deed for the uses and purposes therein set forth.	t 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.	d	

## OIL AND GAS LEASE

Mansas Blue Phint Co inc.

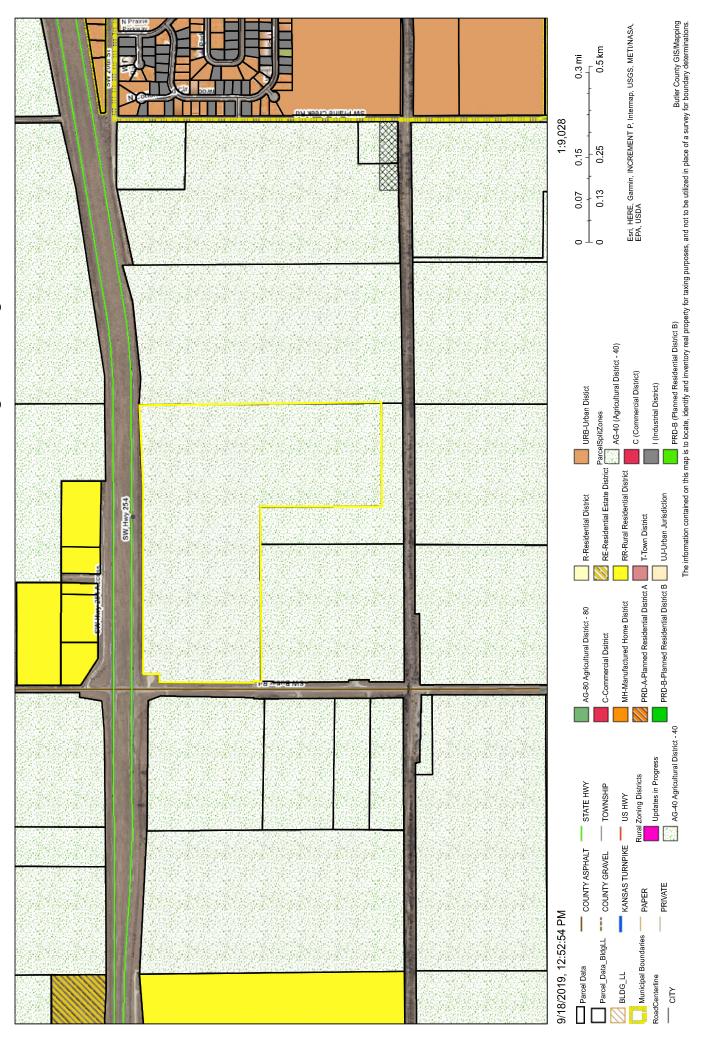
	1-41			1 1 1 1 1 1 P	A	Lingua <del>tiat</del> inia	er attr (a) akuzusepeny	ay t Author to out 1795
141111	EXTENS Made	and entered into		March	30		10.81 , by	
Measur	Francia C	annon Laffert	y, a widow					
	N. Broadvie		.,,					
MTCD	ita, Kansa	3 01200			•			
		•				t part, hereinalter c	alled lessor (whether one (	r moret and
Konn	edy & Mitcl	nell, Inc., 74					seemal part, herematter	entled basic
cash in bith rept and pr pitroise of t	t part receipt of prormed, has gran worth and uperati	easar, for and in consid which is hereby ackno- ted, demised, leaced are ng for oil and gas, and	wledwed, and of this bet and by the e I haying pipe lines,	Ten and recoverably presents dur- pad building	nud agreem es grapt, de g tanas, pos	mis herematter cont mise, lease sint let er stations and struc	nited on the part of lesse unto said lesses, for the clutes thereon to produce,	DOLLAND, e to be paul, ode and univ ave and take
cure of suid State of	products, all that Konsas	cellain tract of laid;	together with ony follows, to-wit.	reversionary	cigida Dece	n' situated in the C	dentity of Googles	
fion1	oning in t	ter (NW‡) exc he Northwest_ rods, then We	carner of N	wł, the	n South	24 rode, th	cribed as follow nen East 10 rods	15 l 3,
of Section	17	Township 26 SO		3 East			160 seres i	more or less
D 1 con	eed that this base	shall trimen in full for from sold land by the	re for a term of Rs-re, or the prem	Two (2)	g developed	vests from this dot or operated	e and a long thereafter	ns off its gas.
la cours	decation of the P	centises the said bessee	governments and ag	pres:				
							mm-eighth etal part of al	
2nd Planthy 1- c at the mont found and v royalty, an he field as stoves and sule 11-5, or	ne tessee shall pay of the market talk h of the well. The choice such gas is to amount equal to the in producing lease tessee hights in the	to lesser for gas produce of such gas at the ligglessee shall pay bessed until suid of used, lessees include rental provides under the above term of principal dwelling hor	need from any oil s nonth of the well; r as tovolty !* of dust pay or tender t in the next succe paragraph hereol. the oil said fand by	aril and used if said gas is the proceeds annoually at t eding parago the lessor to r making his	by the less is sold by the from the sold the sol	er for the manufacts lesses, then us toyal from gas as such at the yearst period dur- and white said royal tree of charge from a tions with the well, i	me of gasoline of sity others, and the position of the well when the month of the well when may which such as a total of the control of the leaves the last of the leaves	er product as to sale thereof re gas only co- dit or dised as hts lease shoil I premises to at the lessor.
11 to w	ell be rommenced	on said land on or be	or March	1 30 1			ie as to both parties, unles	
							nev regulations of changes	
				20/200			ory reguldless of changes which shall operate as a re-	
the privileg ment of a by check or positing har date when Leaster may premises or	e of defetting the well may be furth dealt of lessee o ak And it is und said first rental t at any time exec at thereby surrem	commencement of a west deterred for like peri- t any assignce thereof, erstand and agreed that is payable as nioresaid, are and deliver to less for this leave as to sai all he reduced in the	elf for twelve med nds or the same w maded or delivere the consideration but also the less or, or place of re- ch partion at part proportion that the	the from statement in the first recited is sopposed to the first recited in the first recited	t nate. It is a specific the rental is herein, the extending the or release riseved of all vered between	we manner and upon thely All such payin poving date either down payment, cove at period wa nforeach ex covering my port lobbyntions as to th tarefuced by agin	the payments of tentile in tentile in fenders of tentile direct to leasns or assigns trained by the privileges of an interest in the province of the secure	may be made at to said de- granted to the data conferred, hove described thereafter the
Should twelve mon or before th And it is a	the first well dri th: from the expin is expiration of se great that upon the the effect these	ded on the above descri- ation of the last renta of twelve months shall be resumption of the pa of, shall continue in to	thed land be a di I period for which resume the parme syment of rentals, ree hist as though	y note, then, tentul has b nt of tentuls as phove prov there had b	neer paid, the in the some vided, that t een no inter	is lease shall termina a unount and in the he last preceding par ruption in the renta	ite as to both parties, unles some mainter as beieft b rograph bereuf, governing t d payments.	s the lessee in close provided he payment
It said become prov increased of	lessor owns a les nted shall be pulc t the next success	s interest in the above I the lessor only in th ling rental ammiversary	described land the proportion which after any reversio	us the entire s his interest n occurs to c	nents to the money	ded fer slimple estate e whole and undivid terest so acquired.	e therein, then the royalti led fee. However, such i con, except water from well	ental shall be
		nt to use, tree of cost. . lessee shall bury bls t			anni junia	or its operation there	and carries and comments	
		enter tha <b>n 200 feet to</b>			pirmises, w	ithout the written co	onsent of the lessor.	
		mus caused by its op-					ale and the down and to	many earling
ti the	lesser shaft commit	nce to drill a well with	on the term of the	s lease or an	iy extension them, by te	thereof, the leases a	g the right to draw and to insign have the right to dri titles, tills lense shall conti	ll such well to mue and be in
Hither adversarial and the probate the probate the probate the vent authorizing probate or some unity probate of the probate of the probate of the propose separate of separat	the fac cloy, dx, which can be consisted as we will assign to the constant of the death of the d	a such well man been a unity herein as transfer- evied by descent or de- oclampe in the owners in ecentified copy their necessary that the control of said or tender for depo- veriey sarced in the ev- laction of the control of defeat or affect this defeat or affect this defeat or affect this includes in the con- trol of the control of the man owner the con- mine that the control of the man owner the con- trol of the control of the man owner of the con- trol of t	red, and the privile wise, the revenues this potential and a red of any transfer exter and his est attential being land or make the credit or make the and to the red of a red of the credit of the cr	re of trustees a hereof shell it of any right or of any right of the last of the shell in the catale, as hereintheld if he assigned at the catale, at the catale, at the catale, at the last of the payment of the payment of the last of	reing in what extend to come the committee of the committ	ode or in part is eap and he bludding on th r shall be bludding on riffed copy of the w , with a transcript instrument satisfacts at least thirty day art or as to parts w compositionally part in the data build part of the feared plenting the teared plenting the transcript of the transcript of the teared plenting the transcript of the transcript o	resaly allowed, or if the richards, executors, on the leaver until after 1 till of lessor tugether with at the administration, pure pays before said results and the administration in the above described into the above described into the profit of the above described into which is the profit of the above and the result lessor ure now or hereafter own shall be paid to each spet the part of the bevee to or to furnish separate mere shall have the right at	ghts becomine administrators, casee has been a franscript of recedings in, to lessor's bells and the near them, such as and the near them, such as the properties of the second of the s
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to the 11st The panistrate	nts of the holder t lerms, covenants, is, devisees, execu	hereof and may reliable and conditions hereof turs, successurs and a	the start from any shall run with sa saigns; however, a	rental or ro	herewith at limplied cov	ung bereunder. id shull be binding chants of this lease ule or to user some	upon the porties bereto, t ahali he subject to all Fer lease held hable for fat batton.	helr licirs, ad- feral and Brate lare to comply
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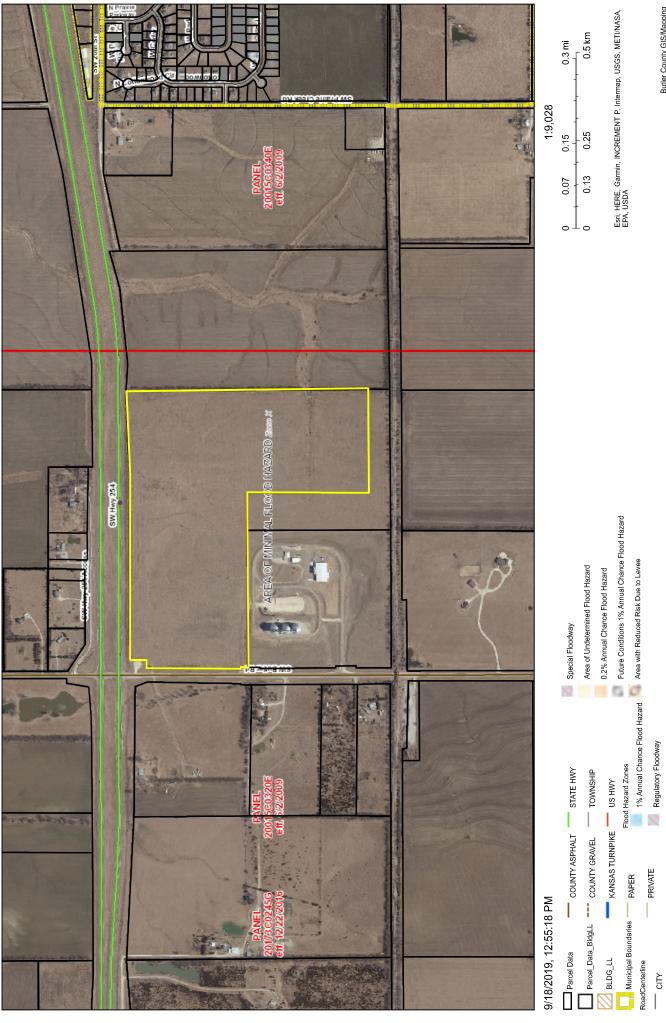
# MISC. BOOK 365 PAGE-265

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

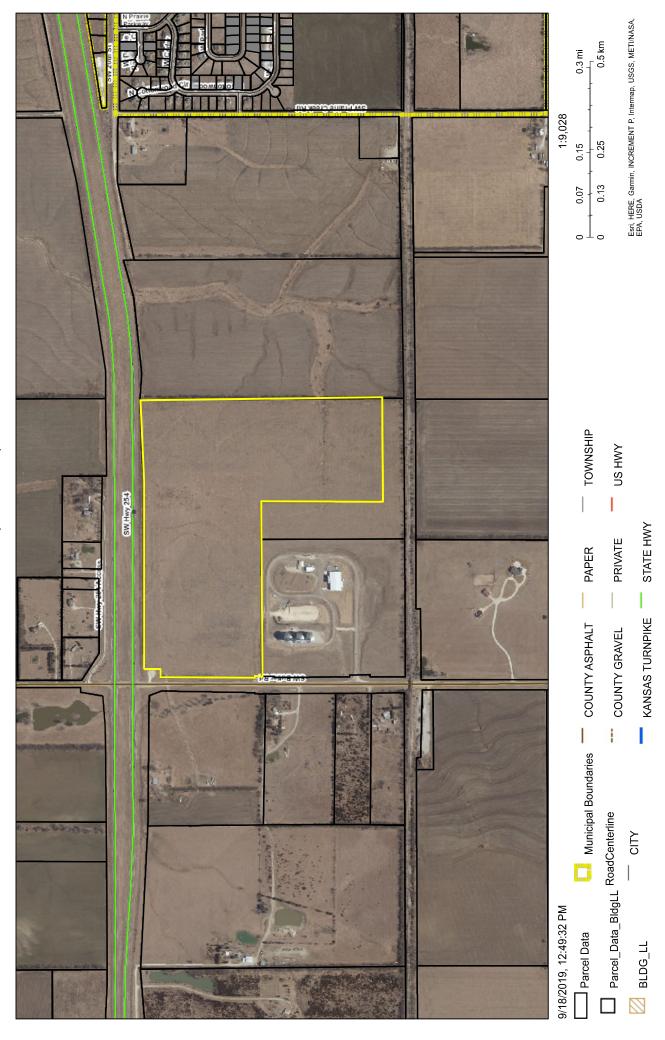


# 15647 SW HWY 254, Benton, KS 67017 - Flood Zone X



Butler County GIS/Mapping 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.

15647 SW HWY 254, Benton, KS 67017 - Aerial



Butler County GIS/Mapping
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.









