

COMMITMENT FOR TITLE INSURANCE

Issued By



Agents National Title Insurance

Agents National Title Insurance Company

1207 West Broadway Suite C

Columbia, MO 65203

Phone 866-483-2763

Fax 573-442-3927

www.agentstitle.com

COMMITMENT JACKET NUMBER

223642-528-400

File #202001039

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Agents National Title Insurance Company*, a Missouri corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

IN WITNESS WHEREOF, AGENTS NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent, of the Company.



Attest:

David Townsend, President



Transaction Identification Data for reference only:

Issuing Agent: AdVanced Title, LLC
Loan ID Number:
Commitment Number: 223642-528-400
Issuing Office File Number: 202001039
Property Address: , , 66451

SCHEDULE A

1. Commitment Date: January 16, 2020 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (08/01/16)
Proposed Insured: A buyer to be determined
Proposed Policy Amount
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the effective date hereof vested in:
Fern M. Buchmeier, Trustee of the Fern M. Buchmeier Living Trust under agreement dated June 12, 1996
5. The land referred to in this Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO

AGENTS NATIONAL TITLE INSURANCE COMPANY

By: _____

AdVanced Title, LLC, Aubrey Vande Velde

Agents

NATIONAL TITLE

SCHEDULE C

The Land referred to in this Commitment is described as follows:

A TRACT IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NW ¼; THENCE N 02 DEGREES 12'09" E (BASIS OF BEARINGS) ON THE WEST LINE OF SAID NW ¼ FOR A DISTANCE OF 907.50 FEET TO THE NORTHWEST CORNER OF THE SOUTH 55 ACRES OF SAID NW ¼; THENCE S 89 DEGREES 46'03" E ON THE NORTH LINE OF SAID SOUTH 55 ACRES FOR A DISTANCE OF 2641.85 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 55 ACRES; THENCE S 02 DEGREES 14'22" W ON THE EAST LINE OF SAID NW ¼ FOR A DISTANCE OF 906.98 FEET TO THE SOUTHEAST CORNER OF SAID NW ¼; THENCE S 02 DEGREES 29'03" W ON THE EAST LINE OF THE SW ¼ OF SAID SECTION 5 FOR A DISTANCE OF 972.28 FEET, SAID POINT BEING 1655.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SW ¼; THENCE N 80 DEGREES 52'49" W FOR A DISTANCE OF 605 FEET, MORE OR LESS, TO THE CENTER OF SALT CREEK; THENCE SOUTH AND WEST WITH THE MEANDERINGS OF THE CENTERLINE OF SAID SALT CREEK A DISTANCE OF 2707 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SW ¼; THENCE N 02 DEGREES 12'34" E ON THE WEST LINE OF SAID SW ¼; FOR A DISTANCE OF 876.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO

A 30 FOOT STRIP FOR THE PURPOSE OF INGRESS AND EGRESS IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SW ¼; THENCE N 02 DEGREES 29'03" E (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SW ¼ FOR A DISTANCE OF 1655.00 FEET; THENCE N 80 DEGREES 52'49" W FOR A DISTANCE OF 30.13 FEET; THENCE S 02 DEGREES 29'03" W PARALLEL WITH THE EAST LINE OF SAID SW ¼ FOR A DISTANCE OF 1658.19 FEET TO THE SOUTH LINE OF SAID SW ¼; THENCE S 89 DEGREES 59'52" E ON SAID SOUTH LINE FOR A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

ALSO (BK. N39 PAGE 559)

A STRIP 15 FEET WIDE BEGINNING 107 ½ RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 95.70 RODS TO THE NORTH LINE OF THE SOUTH 55 ACRES OF SAID NW ¼; THENCE EAST 15 FEET; THENCE NORTH 95.70 RODS TO THE NORTH LINE OF THE QUARTER; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 17, RANGE 16, OSAGE COUNTY, KANSAS; AND A PERPETUAL EASEMENT FOR PURPOSES OF ROADWAY ACROSS A STRIP OF GROUND 15 FEET WIDE, EAST OF AND ADJACENT AND PARALLEL TO THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: COMMENCING AT A POINT 107 ½ RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16, THENCE SOUTH 95.70 RODS TO NORTH LINE OF THE SOUTH 55 ACRES OF SAID NW ¼, THENCE EAST 15 FEET, THENCE NORTH 95.70 RODS TO THE NORTH LINE OF SAID QUARTER; THENCE WEST 15 FEET TO THE POINT OF BEGINNING.



SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Fern M. Buchmeier Trust dated June 12, 1996 to a buyer to be determined conveying subject land and said deed must further state whether said Trust is revocable or irrevocable, and stating that they are the present trustee(s) and that said trustee(s) are authorized to convey the described real estate and that said trust is in existence and further, if said trust is a revocable trust, we require the following additional information: Name of the Original Grantor-Settlor of said Trust; whether said Grantor-Settlor is living or deceased; the marital status of said Grantor-Settlor; the name of the spouse of said Grantor-Settlor, if they are married, and if so, whether the Grantor-Settlor's current spouse joined in the conveyance of the described property to the trust, and if the Grantor-Settlor is deceased, the name of the surviving spouse and if said surviving spouse joined in the conveyance of the described property to the trust.
6. If AdVanced Title, LLC is closing this transaction, we will only accept Cashier's Checks, Certified Checks or Wired Funds. Wiring Instructions will be provided upon request. Wired Funds must be in our Escrow Account prior to disbursement of funds.



SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a 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 which are not shown as existing liens by the Public Records.
7. Lien of taxes for the year 2020 and all subsequent years. Taxes for the year 2019 and prior years are paid in full. Amount of 2019 taxes: \$1,931.46. Tax ID No. 09319.1. NONE NOW DUE AND PAYABLE.
8. Subject to Agreement to build and maintain 1/2 of the fence recorded January 10, 1901 in the Office of the Register of Deeds of Osage County, Kansas in Book 111, page 203, shown at Exhibit "A".
9. Subject to Easement recorded August 5, 1968 in the Office of the Register of Deeds of Osage County, Kansas in Book M 8, page 62, shown at Exhibit "B".
10. Subject to Right-of-Way Easement in favor of Rural Water District No. 6, Osage County, Kansas, recorded October 20, 1972 in the Office of the Register of Deeds of Osage County, Kansas in Book M 15, page 338, shown at Exhibit "C".
11. Subject to Flowage Easement Deed recorded June 3, 1975 in the Office of the Register of Deeds of Osage County, Kansas in Book M 44, page 514, shown at Exhibit "D".
12. Subject to Right-of-Way Easement in favor of Public Wholesale Water Supply Dist. #12, State of Kansas, recorded November 26, 1991 in the Office of the Register of Deeds of Osage County, Kansas in Book M 61, page 170, shown at Exhibit "E".
13. Subject to Right-of-Way Easement in favor of Public Wholesale Water Supply Dist. #12, State of Kansas, recorded November 26, 1991 in the Office of the Register of Deeds of Osage County, Kansas in Book M 61, page 171, shown at Exhibit "F".
14. Subject to Survey recorded August 25, 2015 in the Office of the Register of Deeds of Osage County, Kansas in Book N 41, page 527, shown at Exhibit "G".
15. Subject to Easement in favor of Rural Water District No. 6, Osage County, Kansas, recorded December 16, 2015 in the Office of the Register of Deeds of Osage County, Kansas in Book N 42, page 337, shown at Exhibit "H", all Exhibits attached hereto and by reference made a part hereof.
16. Subject to easements and rights of way for highways, streets and roads.
17. Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2,

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CF001 KS (10-2017)

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(202001039.PFD/202001039/4)

SCHEDULE B, PART II

(Continued)

Commitment Number: 223642-528-400

1984 in the Office of the Register of Deeds of Osage County, Kansas in Book M 41 at page 926 and all amendments thereto.

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CF001 KS (10-2017)

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(202001039.PFD/202001039/3)

Kate M. Kelly,
a widow,

to

Jacob Smell.

WARRANTY DEED

Dated Aug. 9, 1898

Recorded Jan. 10, 1901

Book "111" page 203

Consideration \$40.00

Conveys a strip of ground 15 feet wide for private roadway, commencing at a point 107 1/2 rods West of North East corner of North West 1/4 of Section 5, Township 17, Range 16, thence South 95 70/100 rods to Smell's land, thence East 15 feet, thence North 95 70/100 rods to North line of said quarter, thence West 15 feet to beginning, in Osage County, Kansas.

And said grantee agrees to build and maintain one half of the fence along said roadway and to build and maintain gates at both ends of said strip of land.

Acknowledged Aug. 9, 1898 before J. H. Stavely, N.P., (L.S.) Osage County, Kansas.

W 8 - 2621

EASEMENT

STATE OF KANSAS
County of Osage
This instrument was for Record
this 5th day of Aug. 1968
at 11:00 o'clock A.M. and was
recorded in Vol. 18, Page 622
Gleason, Recorder, Reg. of Deeds

KNOW ALL MEN BY THESE PRESENTS, that R. W. Stanley and Marjorie E. Stanley, Husband and Wife, hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration, paid by Donald L. Evertson and Genevieve Evertson, Husband and Wife, hereinafter called the Grantees, receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantees, their heirs or assigns a perpetual easement for the purpose of a roadway across the following described land owned by the Grantors, in Osage County, State of Kansas, to-wit:

A strip of ground 15 feet wide, East of and adjacent and parallel to the following described real estate, to-wit:

Commencing at a point 107½ rods West of the Northeast Corner of the Northwest Quarter of Section 5, Township 17, Range 16, thence South 95.70 rods to Smell's land, thence East 15 feet, thence North 95.70 rods to the North line of said Quarter, thence West 15 feet to place of beginning,

together with all the rights of ingress and egress over the above described real estate for the purposes of a roadway.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the use of the above described real estate for roadway purposes and the Grantors, who own the fence, will further maintain and keep in repair the said fence erected on the East side of this perpetual easement by the Grantees herein.

This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantees, their heirs or assigns. The Grantors covenant that they are the owners of the above described real estate.

IN WITNESS WHEREOF, the said Grantors have executed this instrument, this 5th day of August, 1968.

R. W. Stanley
R. W. STANLEY

Marjorie E. Stanley
MARJORIE E. STANLEY

Exhibit "B" consisting of 2 pages

STATE OF KANSAS,)
)SS:
COUNTY OF OSAGE,)

BE IT REMEMBERED, that on this 5th day of August,
1968, before me, the undersigned, a Notary Public, in and for the
County and State aforesaid, came, R. W. Stanley and Marjorie E. Stanley,
Husband and Wife, who are personally known to me to be the same persons
who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

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



Clyde M. Burns
Notary Public CLYDE M. BURNS

Commission expires: January 11, 1971.

4022

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Donald L. Evertson & Genevieve E. Evertson,
his wife, Maude Bennett, a single woman, Janice Watson and Linley
Bolin, her husband, Barbara Bolin & Bryan
Bolin, her husband, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District #6, Osage County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

ONE WATER LINE

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

SW 1/4 of Section 5, Township 17, Range 16

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 20 in width, the center line thereof to be located across said land as follows:

Along the pipeline as laid in place.

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

mortgage to Federal Land Bank in amount \$28,700.00 recorded in Book
at page 24 in the office of the Register of Deeds of Osage County, Kansas.

ORIGINAL COMPARED WITH RECORD

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of September
1972
Maude Bennett
Janice Watson
Linley Watson
Barbara Bolin
Bryan Bolin
STATE OF KANSAS, ss
County of Osage
This instrument filed for Record this 20 day of Oct. A.D. 1972 at 3:00 o'clock P.M. and duly recorded in Vol. M15, Page 338
of the Register of Deeds of Osage County, Kansas.

BE IT REMEMBERED, that on this 29th day of August, 1972, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Donald L. Evertson and Genevieve E. Evertson,
his wife, and Maude Bennett, a single woman,
who are personally known to me to be the same person(s) who executed the within instrument of writing and
such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
Sharon Jamison
Notary Public
Sharon Jamison
My commission expires 20 January 1975
OSAGE COUNTY, KANSAS

STATE OF TEXAS, COUNTY OF DALLAS SS: 1

BE IT REMEMBERED, That on this 1st day of September 19 72, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Barbara Bolin and Bryan Bolin, her husband,

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Eugene L. Guy
Notary Public

EUGENE L. GUY, Notary
Dallas County, Texas
My Commission Expires June 1, 1976



(Seal) My commission expires _____

STATE OF Missouri, COUNTY OF Boone SS: _____

BE IT REMEMBERED, That on this 8th day of September 19 72, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Janice Watson and Linley Watson, her husband,

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Nancy C. Wheeler
Nancy C. Wheeler, Notary Public



(Seal) My commission expires March 28, 1976

224587 4.00 CJH

FLOWAGE EASEMENT

GENEVIEVE R. EVERTSON, also called GENEVIEVE EVERTSON and DONALD L. EVERTSON, wife and husband, hereinafter called "Grantors,

convey unto

WILLIAM H. YOCKEY and DOROTHY J. YOCKEY, their heirs and assigns, hereinafter called "Grantees,"

permanent easements rights in and over the real property herein described for the following uses and purposes:

1. The right to temporarily overflow, flood, and cover such real property during periods of heavy rainfall with floodwater, slack water, or backwater created by erection and operation of one erosion control dam across a ravine originating on real property of the Grantors hereinafter described and flowing easterly onto real property of the Grantees hereinafter described.
2. The covenants and promises herein contained shall run with the land and shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.
3. The real property affected by and subject to the above described easement rights is that portion of the following described tract of land belonging to the grantors that lies below elevation 983 feet, mean sea level, and located in the County of Osage, State of Kansas:
1.3 acres more or less in the South 55 acres of the Northwest 1/4 of Section 5, Township 17 South, Range 16 East adjacent to the East boundary of such tract at the location where the above described ravine crosses said East boundary approximately 440 feet South of the North East corner of the tract last above described.
4. This easement shall be construed to be appurtenant to the Grantees' tract in Osage County, Kansas, described as:

The Northeast fractional 1/4 of Section 5, Township 17 South, Range 16 East of the 6th P.M.

and is granted in consideration of the Grantees' agreement to construct an erosion control dam across said ravine and the benefits resulting to the Grantors therefrom.

Witness our hands this 28 May 1985.

Genevieve R. Evertson
Donald L. Evertson
GRANTORS

STATE OF KANSAS, COUNTY OF OSAGE, ss:

BE IT REMEMBERED, that on this 28 day of May 1985, before me, the undersigned, a notary public in and for the County and State aforesaid, came Genevieve R. Evertson and Donald L. Evertson, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons do hereby acknowledged execution of the same.

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

Donald L. Evertson
Notary Public

My appointment expires: 6/13/85

See Back for recording

5.00 check P.O.H

Exhibit "D" consisting of 2 pages

ORIGINAL COMPARED WITH RECORD

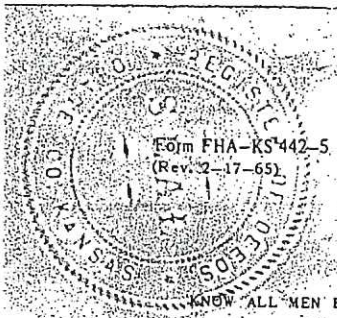
STATE OF KANSAS } SS
County of Osage }

This Instrument Filed for Record this
3rd day of June A.D. 19 85
at 8:00 o'clock A.M., and duly
recorded in Vol M 44 Page 514
Linda L. Massey Reg. of Deeds
Linda L. Massey



[Handwritten signature]





ORIGINAL COMPARED WITH RECORD

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATIONSTATE OF KANSAS } SS 40
County of OsageThis instrument Filed for Record thi
26th day of Nov. A.D. 19 91
at 8:45 o'clock A. M., and dul
recorded in Vol. M 61 Page 170
Linda L. Massey Reg. of Deed

RIGHT-OF-WAY EASEMENT

Don L. Sloop & Frances A. Sloop, his wife;
Diane L. Alexander;

KNOW ALL MEN BY THESE PRESENTS, that David L. Sloop & Debra L. Sloop, his wife,

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Public Wholesale
Water Supply Dist. #12, State of KS., hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipeline

or water pipelines.

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

Southwest 1/4 Section Five (5), Township Seventeen (17), Range
Sixteen (16).Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 30 foot in width, the center line thereof to be located across said land as follows:The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The Lyndon State Bank, Lyndon, KS.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 15th day of November
19 91.

David L. Sloop

Don L. Sloop

Debra L. Sloop
STATE OF KANSAS

Frances A. Sloop

SS:

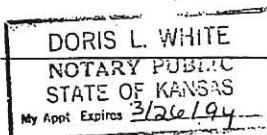
COUNTY OF Shawnee

* Diane L. Alexander

BE IT REMEMBERED, that on this 15th day of November, 19 91, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Don L. Sloop, Frances A. Sloop, Diane L. Alexander,
who are David L. Sloop and Debra L. Sloop,
personally known to me to be the same person S who executed the within instrument of writing and
such person S duly acknowledged the execution of the same.

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

My commission expires:

Doris L. White
Notary Public

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

LIENHOLDER'S CONSENT TO EASEMENT

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

The Lyndon State Bank, Lyndon, KS.

By: Clyde M. Burns

Lienholder

ATTEST:

Janet C. Walsh

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF OSAGE

BE IT REMEMBERED, that on this 22nd day of November, 19 91, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Clyde M. Burns, President of The Lyndon State Bank, Lyndon, KS.

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

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



Kathryn S. Zuschlag
Notary Public

My commission expires: 10/18/95

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

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

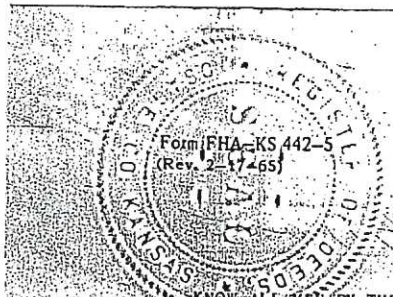
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My commission expires: _____

\$8.00 Paid
Hines, Ahlquist & Creitz, P.A.
P.O. Box 108
Erie, KS 66733

1234567



ORIGINAL COMPARED WITH RECORD

 UNITED STATES DEPARTMENT OF AGRICULTURE
 FARMERS HOME ADMINISTRATION

 STATE OF KANSAS } SS 40
 County of Osage }
 This instrument Filed for Record th
 26th day of Nov. A.D. 19
 at 8:47 o'clock A. M., and du
 recorded in Vol. M 61 Page 17
 Linda L. Massey Reg. of Deeds

RIGHT-OF-WAY EASEMENT

 Don L. Sloop & Frances A. Sloop, his wife;
 Diane L. Alexander;

David L. Sloop & Debra L. Sloop, his wife,

KNOW ALL MEN BY THESE PRESENTS, that hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Public Wholesale Water Supply Dist. #12, State of KS. hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipeline or water pipelines.

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

Southwest 1/4 Section Five (5), Township Seventeen (17), Range Sixteen (16).

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

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

The Lyndon State Bank, Lyndon, KS.

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

19 91

 David L. Sloop
 Debra L. Sloop
 STATE OF KANSAS

 Don L. Sloop
 Frances A. Sloop

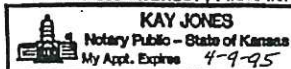
SS:

COUNTY OF Osage

Diane L. Alexander

BE IT REMEMBERED, that on this 19th day of November, 19 91, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Don L. Sloop, Frances A. Sloop, Diane L. Alexander, who are David L. Sloop and Debra L. Sloop, personally known to me to be the same person who executed the within instrument of writing and such person S duly acknowledged the execution of the same.

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



My commission expires: April 9, 1995

 Kay Jones
 Notary Public

LIENHOLDER'S CONSENT TO EASEMENT

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

The Lyndon State Bank, Lyndon, KS.

By: Clyde M. Burns

Lienholder

ATTEST:

Janet C. Walsh

CORPORATION ACKNOWLEDGMENT

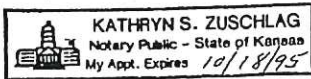
STATE OF KANSAS

SS:

COUNTY OF OSAGE

BE IT REMEMBERED, that on this 22nd day of November, 19 91, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Clyde M. Burns, President of The Lyndon State Bank, Lyndon, KS., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Janet C. Walsh Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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



Kathryn S. Zuschlag
Notary Public

My commission expires: 10/18/95

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

\$8.00 Paid Hines, Ahlquist & Creitz, P.A.
P.O. Box 108
Erie, KS 66733

1234567

REPORT OF SURVEY

A TRACT IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS

BASIS OF BEARINGS: "TRUE NORTH"
USING GEOD03 & CARLSON SURVEYING SOFTWARE.

SEE SECTION CORNER REFERENCE REPORTS ON FILE AT STATE HISTORICAL SOCIETY
AND COUNTY ENGINEERS OFFICE FOR MORE INFORMATION ON SECTION CORNERS.

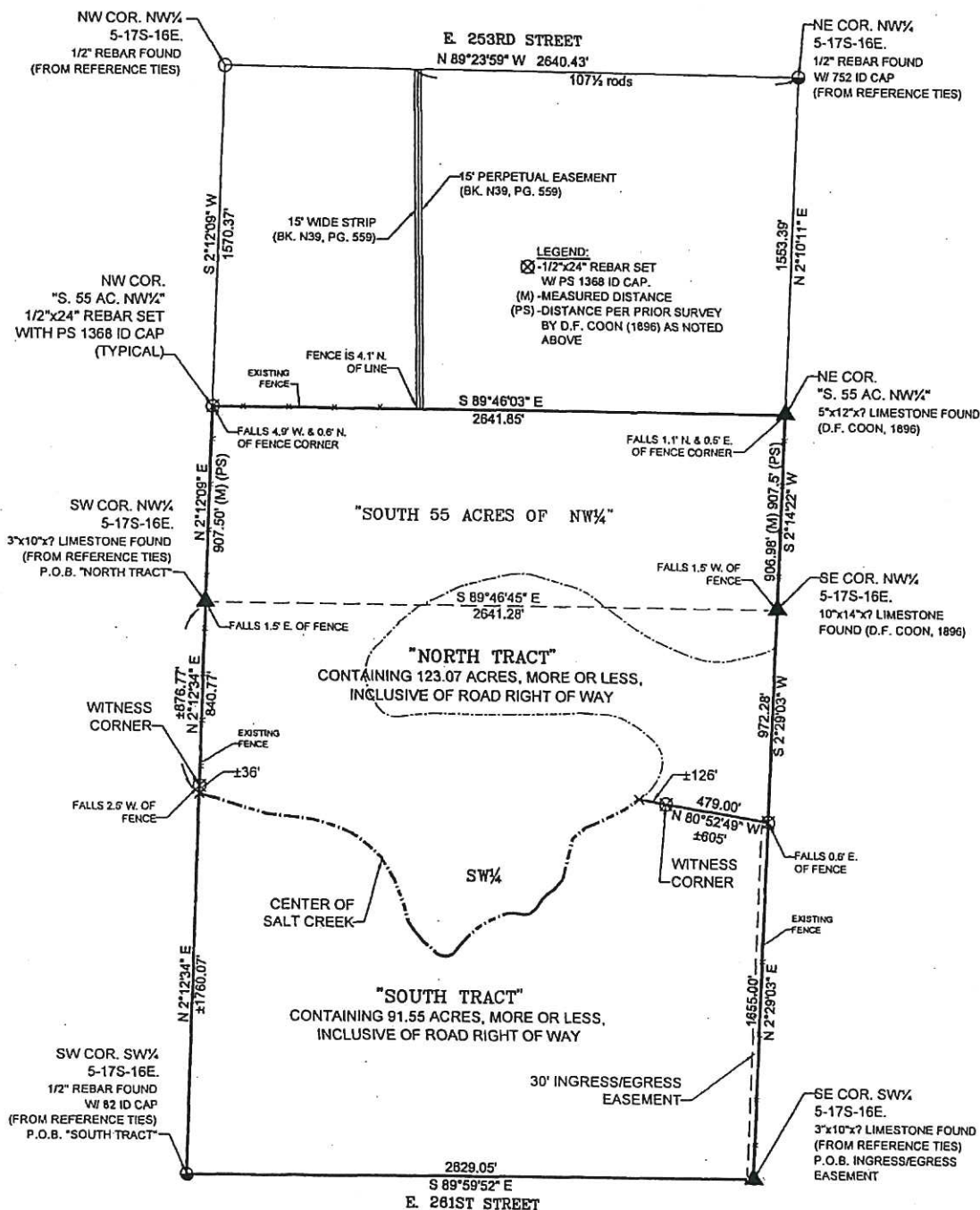
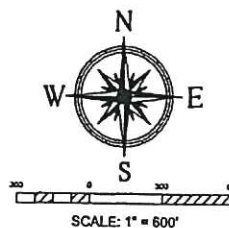
ALL DISTANCES ARE MEASURED UNLESS OTHERWISE DENOTED

PRIOR SURVEYS:

- SURVEY BY COUNTY SURVEYOR FOX, 1871, AND RECORDED IN SURVEY BOOK "A", PAGE 43 IN THE OSAGE COUNTY ROAD AND BRIDGE OFFICE.
- PERMANENT SURVEY BY J.E. EVANS, COUNTY SURVEYOR, 1885, AND RECORDED IN PERMANENT SURVEY BOOK IN THE OSAGE COUNTY REGISTER OF DEEDS OFFICE.
- SURVEY BY D.F. COON, COUNTY SURVEYOR, 1896, AND RECORDED IN SURVEY BOOK "C", PAGE 26-27 IN THE OSAGE COUNTY REGISTER OF DEEDS OFFICE.
- PERMANENT SURVEY BY CUMMINGS, COUNTY ENGINEER, 1920 AND RECORDED AS SURVEY #177 IN BOOK 2 OF PERMANENT SURVEYS IN THE OSAGE COUNTY REGISTER OF DEEDS OFFICE.

SURVEY NOTES:

THE SOUTH 55 ACRES OF THE NW¼ WAS ORIGINALLY DESCRIBED BY J.E. EVANS (1885) AS FOLLOWS: "COMMENCING AT THE SOUTHWEST CORNER OF THE NW QUARTER, THENCE NORTH 55 RODS; THENCE EAST 160 RODS; THENCE SOUTH 55 RODS; THENCE WEST 160 RODS TO THE PLACE OF BEGINNING". D.F. COON (1896) SET A LIMESTONE FOR THE NORTHEAST CORNER OF SAID SOUTH 55 ACRES BY MEASURING 13.75 CH. (907.50') NORTH OF CC CORNER. LOCATION OF SALT CREEK FROM FIELD MEASUREMENTS AND AERIAL PHOTOGRAPHY.



GeoTech, Inc. 115 W. 6th AVENUE, EMPORIA, KS 66801 (820)342-7481 FAX (820)342-8722	PROJECT #:	FIELD DATE:	DRAWN BY:	SHEET(S)
	15112-02	7/02/2015	ACD	1 OF 2

Exhibit "G" consisting of 2 pages

REPORT OF SURVEY

LEGAL DESCRIPTIONS:

PARENT TRACT: (BOOK N39, PAGE 559)

THE SOUTH 55 ACRES OF THE NORTHWEST QUARTER AND ALSO THE SOUTHWEST QUARTER AND A STRIP 15 FEET WIDE BEGINNING 107 1/4 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 95.70 RODS TO SMELL'S LAND; THENCE EAST 15 FEET; THENCE NORTH 95.70 RODS TO THE NORTH LINE OF THE QUARTER; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 17, RANGE 16, OSAGE COUNTY, KANSAS; AND A PERPETUAL EASEMENT FOR PURPOSES OF ROADWAY ACROSS A STRIP OF GROUND 15 FEET WIDE, EAST OF AND ADJACENT AND PARALLEL TO THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: COMMENCING AT A POINT 107 1/4 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16, THENCE SOUTH 95.70 RODS TO SMELL'S LAND, THENCE EAST 15 FEET, THENCE NORTH 95.70 RODS TO THE NORTH LINE OF SAID QUARTER, THENCE WEST 15 FEET TO THE POINT OF BEGINNING.

SOUTH TRACT:

A TRACT IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SW 1/4;
THENCE S 89°59'52" E (BASIS OF BEARINGS) ON THE SOUTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 2629.05 FEET TO THE SOUTHEAST CORNER OF SAID SW 1/4;
THENCE N 02°29'03" E ON THE EAST LINE OF SAID SW 1/4 FOR A DISTANCE OF 1655.00 FEET;
THENCE N 80°52'49" W FOR A DISTANCE OF 605 FEET, MORE OR LESS, TO THE CENTER OF SALT CREEK;
THENCE SOUTH AND WEST WITH THE MEANDERINGS OF THE CENTERLINE OF SAID SALT CREEK FOR A DISTANCE OF 2707 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SW 1/4;
THENCE S 02°12'34" W FOR A DISTANCE OF 1760.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 91.55 ACRES, MORE OR LESS, AND SUBJECT TO ROAD RIGHT OF WAY ALONG THE SOUTH SIDE THEREOF.

NORTH TRACT:

A TRACT IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID NW 1/4;
THENCE N 02°12'09" E (BASIS OF BEARINGS) ON THE WEST LINE OF SAID NW 1/4 FOR A DISTANCE OF 907.50 FEET TO THE NORTHWEST CORNER OF THE SOUTH 55 ACRES OF SAID NW 1/4;
THENCE S 89°46'03" E ON THE NORTH LINE OF SAID SOUTH 55 ACRES FOR A DISTANCE OF 2641.85 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 55 ACRES;
THENCE S 02°14'22" W ON THE EAST LINE OF SAID NW 1/4 FOR A DISTANCE OF 906.98 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4;
THENCE S 02°29'03" W ON THE EAST LINE OF THE SW 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 972.28 FEET, SAID POINT BEING 1655.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SW 1/4;
THENCE N 80°52'49" W FOR A DISTANCE OF 605 FEET, MORE OR LESS, TO THE CENTER OF SALT CREEK;
THENCE SOUTH AND WEST WITH THE MEANDERINGS OF THE CENTERLINE OF SAID SALT CREEK A DISTANCE OF 2707 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SW 1/4;
THENCE N 02°12'34" E ON THE WEST LINE OF SAID SW 1/4 FOR A DISTANCE OF 876.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO

A 30 FOOT STRIP FOR THE PURPOSE OF INGRESS AND EGRESS IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16 EAST OF THE 6TH P.M., OSAGE COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SW 1/4;
THENCE N 02°29'03" E (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SW 1/4 FOR A DISTANCE OF 1655.00 FEET;
THENCE N 80°52'49" W FOR A DISTANCE OF 30.20 FEET;
THENCE S 02°29'03" W PARALLEL WITH THE EAST LINE OF SAID SW 1/4 FOR A DISTANCE OF 1659.79 FEET TO THE SOUTH LINE OF SAID SW 1/4;
THENCE S 89°59'52" E ON SAID SOUTH LINE FOR A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

ALSO (BK. N39, PAGE 559)

A STRIP 15 FEET WIDE BEGINNING 107 1/4 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 95.70 RODS TO THE NORTH LINE OF THE SOUTH 55 ACRES OF SAID NW 1/4; THENCE EAST 15 FEET; THENCE NORTH 95.70 RODS TO THE NORTH LINE OF THE QUARTER; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 17, RANGE 16, OSAGE COUNTY, KANSAS; AND A PERPETUAL EASEMENT FOR PURPOSES OF ROADWAY ACROSS A STRIP OF GROUND 15 FEET WIDE, EAST OF AND ADJACENT AND PARALLEL TO THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: COMMENCING AT A POINT 107 1/4 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 16, THENCE SOUTH 95.70 RODS TO NORTH LINE OF THE SOUTH 55 ACRES OF SAID NW 1/4, THENCE EAST 15 FEET, THENCE NORTH 95.70 RODS TO THE NORTH LINE OF SAID QUARTER, THENCE WEST 15 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS



STATE OF KANSAS, OSAGE COUNTY, SS
LINDA L. MASSEY, REGISTER OF DEEDS

Book: N41 Page: 527

Receipt #: 61670 Recording Fee: \$12.00
Pages Recorded: 2 Heritage Trust Fund: \$2.00
SURVEY REVIEW FEE: \$0.00
Clerk Technology Fund: \$1.00
Technology Fund2: \$4.00
Treasurer Technology Fund: \$1.00
Linda L. Massey

Date Recorded: 8/25/2015 8:05:00 AM
Filed in Office

Reviewed by the County Surveyor this 20 day of July, 2015.
This survey has been reviewed for filing, pursuant to K.S.A. 88-2005 and K.S.A. 58-2011 for content only and is in compliance with those provisions. No other warranties are extended or implied.

[Signature] #752
County Surveyor of Osage County, Kansas

Certification:
State of Kansas) ss
County of Osage)

This is to certify and acknowledge that I, Aaron C. Davis, a licensed Land Surveyor in said County and State, did prepare this report under my direct supervision. Further, that this report and survey does not certify, with the client's knowledge, to ownership, easements and restrictions of record, unless otherwise shown or stated. Further, that certain corners may have been determined but not physically marked as shown. The field date is shown below.

NOTE: This document is not original unless the signature and date are blue ink.

CLIENT: CARLA SLOOP

REVISION #1: ERROR IN INGRESS/EGRESS EASEMENT DESCRIPTION

GeoTech, Inc.
115 W. 6th AVENUE, EMPORIA, KS 66801
(820)342-7491 FAX: (820)342-8722

PROJECT #:
15112-02

FIELD DATE:

DRAWN BY:

SHEET(S)





STATE OF KANSAS, OSAGE COUNTY, SS
LINDA L. MASSEY, REGISTER OF DEEDS
Book: N42 Page: 337

Receipt #: 82389 Recording Fee: \$8.00
Pages Recorded: 1 Heritage Trust Fund: \$1.00
Clerk Technology Fund: \$0.50
Treasurer Technology Fund: \$0.50

Linda L. Massey

Date Recorded: 12/18/2015 11:40:01 AM

ORIGINAL COMPARED WITH RECORD
EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that David L. Sloop and Carla Sloop, husband and wife, hereinafter called Grantors, in consideration of \$1.00 and other valuable consideration paid by Rural Water District No. 6, Osage County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove (specifically granting the right at any time to replace any pipeline with a pipeline of the same or a different size and/or type) water pipeline and appurtenances thereto over and across the following land owned by Grantors in Osage County, Kansas:

The Southwest Quarter of Section 5, Township 17 South, Range 16 East of the Sixth Principal Meridian, in Osage County, Kansas

The easement hereby granted shall be 30' in width, the center line thereof to be located along the center of the pipeline as laid in place, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted

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

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 8th day of May, 2015.

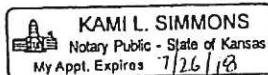
David L. Sloop
David L. Sloop

Carla Sloop
Carla Sloop

STATE OF KANSAS, COUNTY OF Osage, ss:

BE IT REMEMBERED, That on this 8th day of May, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David L. Sloop, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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



Kami L. Simmons
Notary Public

(SEAL)

My appointment expires: 7/26/18

1234567

N42-337
DANNY DEHN
1622 E. 27TH STREET
LYNDON, KANSAS 66451

Exhibit "H"
consisting of 1 page