

Cover page for:

Preliminary Title Evidence

- Preliminary title insurance schedules
- Copies of recorded exception documents

Preliminary title insurance schedules prepared by:

Tallgrass Title

(File Number: EE2510822)

Auction Tracts 1 & 2

(Pt. Sec. 32-T9S-R11E in Pottawatomie County, Kansas)

For October 28, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Charles Wolff, Jr. and Jessica Shortt Wolff Foundation

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Tallgrass Title**
Issuing Office: **625 Lincoln Ave, Wamego, KS 66547**
Issuing Office's ALTA Registry ID: **1211130**
Loan ID Number:
Commitment Number: **EE2510822**
Property Address: **0 Half Moon Road, Belvue, KS 66407**

SCHEDULE A**1. Commitment Date:**

09/25/2025 at 08:00 AM

2. Policy to be issued:

ALTA Owners 2021 \$1.00
Proposed Insured:

_____The estate or interest to be insured: Fee Simple

ALTA Lender's 2021 TBD
Proposed Insured:

TBD
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

the Charles Wolff, Jr. and Jessica Shortt Wolff Foundation

5. The Land is described as follows:

The South Half of the Northwest Quarter of Section 32, Township 9 South, Range 11 East of the 6th P.M., in Pottawatomie County, Kansas;

and

The North Half of the Southeast Quarter of Section 32, Township 9 South, Range 11 East of the 6th P.M., in Pottawatomie County, Kansas,

and

The Southwest Quarter of Section 32, Township 9 South, Range 11 East of the 6th P.M., in Pottawatomie County, Kansas, lying North and East of Vermillion RiverCreek ; less Railroad Right of Way.

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. A properly executed and recorded Non-Production Affidavit as set out in Schedule B2, Additional Exceptions, Paragraph 7
6. A properly executed Affidavit of Debts, Liens and Indemnity from the Charles Wolff, Jr. and Jessica Shortt Wolff Foundation.
7. Payment of all real estate taxes through and including those for the year 2024.
The following is provided for information purposes only:
Current Tax Status: PAID
Tax Year: 2024
Tax ID: 259-32-0-00-00-010.00-0
Tax Amount: \$6,613.54
Taxes for the year 2024 are paid.

NOTE: This commitment is a preliminary report and will be updated upon receipt of a signed contract regarding the real estate to be covered by this commitment.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
2. **Right or claims of parties in possession not shown by the Public Records.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.**
5. **Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
6. **Taxes, or special assessments, if any, not shown as existing liens by the Public Records.**
7. An oil, gas and mineral lease as filed for record on JULY 21, 1975 at 09:05 AM in Book 155 at Page [68](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
Subsequently assigned as filed for record on JANUARY 05, 1976 at 09:15 AM in Book 157 at Page 169 in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
8. Easement to Belvue Drainage District as filed for record on OCTOBER 02, 1916 in Book 53 at Page [393](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
9. Easement to Belvue Drainage District as filed for record on OCTOBER 05, 1916 at 09:00 AM in Book 53 at Page [403](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
10. Grant of Permanent Easement to the State of Kansas as filed for record on SEPTEMBER 15, 1976 at 09:00 AM in Book 161 at Page [273](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
11. Water Rights File # 21950 as filed for record on FEBRUARY 08, 1994 at 08:35 AM in Book 275 at Page [69](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
12. Water Rights File # 44732 as filed for record on JULY 14, 2014 at 03:18 PM in Book 681 at Page [212](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.

Examiner Note regarding the SE4 SW4 abutting the RR:

There used to be a right of way lease from the Union Pacific Railroad to the Wolff Foundation but it lapsed in 2001 and has not been renewed.

13. The right of upper and lower riparian owners to the free and unobstructed flow of the water of Vermillion Creek, which forms the boundary of a part of the subject property, without diminution or pollution.

Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Kansas, and the Public over the Vermillion Creek and its shore lands extending to the ordinary high water line thereof and which may be exercised without obligation for compensation to the riparian owner.

The consequence of a past and/or future change in the location of the Vermillion Creek, which forms the Boundary of a part of the subject property, or any dispute arising over the location of the old bed of said stream or river or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.

No title will be insured to any land lying below the present or any former high water line of the Vermillion Creek.

Any adverse claim based on the assertion that said land or any part thereof now or at any time has been below the ordinary high water mark of the stream or river across said land.

Such rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the river across said land.

Any adverse claim based on the assertion that said land or any part thereof has been created by accretion of due to and avulsive movement of said river.

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor

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, WESTCOR, a Colorado 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 Amount of Insurance and the name of the Proposed Insured.

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

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

**Issuing Agent: Tallgrass
Title**

[Signature]
Authorized Office of Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- f. Schedule B, Part II—Exceptions.

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 is not 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:

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- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
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.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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June 26,

1975

by and between:

AGREEMENT: Made and entered into

First National Bank of Topeka, Trustee under the Will
of Charles Wolff and Jessica Wolff,
One Townsite Plaza,
Topeka, Kansas 66603

Party of the first part, hereinafter called lessor (whether one or more) and
Strong's, Inc., 1320 Vickers KSB&T Bldg., Wichita, Kansas Party of the second part, hereinafter called lessee.

WITNESSETH. That the said lessor, for and in consideration of Ten and more DOLLARS,
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid,
at the mouth of and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the purpose of in-
vestigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and
their respective constituent products; injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power
stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydro-
carbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests

therein, situated in the County of Pottawatomie State of Kansas
described as follows: The East half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) lying East of the Vermillion

River less the South 25 acres of Section 31, The South half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$),
Southwest Quarter (SW $\frac{1}{4}$) lying North and East of the Vermillion River subject to railroad
right-of-way, and North half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$)

of Section 32 Township 9 South Range 11 East and containing 213.25 acres more or less.

It is agreed that this lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil or gas,
or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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

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

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

If no well be commenced on said land on or before June 26, 1976, this lease shall terminate as to both parties, unless the lessee on
or before that date shall pay or tender to the lessor, or to the lessor's credit in The First National Bank at
Topeka, Kansas 66603 or its successors, which shall continue as the depository regardless of changes in the owner-

ship of said land, the sum of Two Hundred Thirteen and 25/100 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 commence-
ment of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made
by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said de-
pository bank. And it is understood and agreed that the consideration first recited hereon, the down payment, covers not only the privileges granted to the
date when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid, and any and all other rights conferred.
Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described
premises and hereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the
rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within
twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on
or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided.
And it is agreed that upon the 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. However, such rental shall be
increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

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

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

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

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

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

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

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

For Rent see Vol. 157 Page 169

Whereof _____ of the day and year first above written.



First National Bank of Topeka (SEAL)
Harold D. Wolf (SEAL)
Asst. Vice President & Trust Real Estate Officer (SEAL)
(SEAL)
(SEAL)

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

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

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

My commission expires _____ Notary Public.

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

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

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

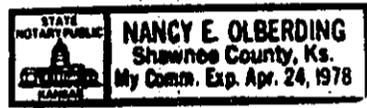
My commission expires _____ Notary Public.

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF Shawnee }

On this 10th day of July, ~~June~~ A. D., 1975, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Norman D. White to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Asst. Vice President & Trust Real Estate Officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires April 24, 1978

Nancy E. Olberding
Nancy E. Olberding Notary Public.



No. _____	OIL AND GAS LEASE	FROM _____	TO _____
		Date _____, 19____	Section _____ Twp. _____ Rge. _____
		No. of Acres _____	Term _____
		County _____	
		STATE OF <u>Kansas</u>	County of <u>Pottawatomie</u>
		This instrument was filed for record on the _____ day of <u>July</u> , 19 <u>75</u>	
		at <u>9:05</u> o'clock <u>A.M.</u> , and duly recorded	in Book <u>155</u> Page <u>68</u> of _____
		the records of this office.	By <u>Burn Scott</u> Register of Deeds.
		When recorded, return to _____	

THE KANSAS BLUE PRINT CO.
WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

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

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

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

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

My commission expires _____ Notary Public.

This instrument was filed for record
Jan. 5, 1976 at 9:15 O'Clock A.M.

and duly recorded in book 157

page 169

ASSIGNMENT OF OIL AND GAS LEASES

Erwin Scott
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS:

By _____
Deputy

That the undersigned, STRONG'S, INC., hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

ANADARKO PRODUCTION COMPANY

hereinafter called Assignee, all the right, title and interest in and to the oil and gas leases in Pottawatomie County, Kansas, as listed on Exhibit "A" attached hereto, together with the rights incident thereto and the personal property thereof, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its successors or assigns: That the Assignor is the lawful owner of and has good title to the interests herein assigned in and to said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the lands herein described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 24th day of July, 1975.



E. W. Strong
E. W. Strong, Secretary

STRONG'S, INC.

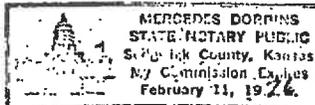
Joe E. Strong
Joe E. Strong, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Be it remembered that on this 24th day of July, 1975, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Joe E. Strong, President of Strong's, Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires:



Mercedes Dorrins
Notary Public

Return To:
Anadarko Production Company
P. O. Box 1330
Houston, Texas 77001

EXHIBIT "A"

Attached to and made a part of Assignment of Oil and Gas Leases dated July 24, 1975, from STRONG'S, INC., to ANADARKO PRODUCTION COMPANY, on leases in

Pottawatomie County, Kansas:

<u>Lease Date</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Recorded Bk. - Page</u>	<u>Description</u>
4/10/75	Ann Bahner, et vir	Strong's, Inc.	154 - 312	SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 20; and E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 29-9S-11E
4/10/75	A. Dean Fechter, et ux	Strong's, Inc.	154 - 314	N $\frac{1}{2}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ Sec. 20; W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 21; and N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 29-9S-11E
4/9/75	Thomas L. Paddicord, et ux	Strong's, Inc.	154 - 319	W $\frac{1}{2}$ SW $\frac{1}{4}$ except 3 acre tr. in SW/c of Sec. 28; and S $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ lying S. of drainage ditch of Sec. 29-9S-11E
4/9/75	Ellis E. Paddicord, et ux	Strong's, Inc.	154 - 317	E $\frac{1}{2}$ SE $\frac{1}{4}$ lying N. of main drainage ditch of Sec. 29-9S-11E
6/26/75	First National Bank of Topeka, Trustee under the Will of William J. Hayden, deceased	Strong's, Inc.	155 - 67	W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 29-9S-11E
4/9/75	Leo D. Paddicord, et ux	Strong's, Inc.	154 - 318	E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 29-9S-11E
6/26/75	First National Bank of Topeka, Trustee under the Will of Charles Wolff & Jessica Wolff	Strong's, Inc.	155 - 68	E $\frac{1}{2}$ NE $\frac{1}{4}$ lying E. of river less S. 25 acres of Sec. 31; S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ lying N. & E. of river, subj. to RR r-o-w, and N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-9S-11E
4/11/75	Audria F. North, et al	Strong's, Inc.	154 - 316	W $\frac{1}{2}$ NE $\frac{1}{4}$ except 1 acre in NE/c of Sec. 32-9S-11E
6/26/75	First National Bank of Topeka, a Kansas Corporation	Strong's, Inc.	155 - 66	E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 32 and S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 33-9S-11E
4/7/75	Lloyd Banks, et ux	Strong's, Inc.	154 - 313	S. 12 acres of NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-9S-11E
4/7/75	Kenneth Riat, et al	Strong's, Inc.	154 - 320	E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 33-9S-11E
4/9/75	Carl Ray Fulmer, et ux	Strong's, Inc.	154 - 315	E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ lying S. of river of Sec. 31, and all that portion of SW $\frac{1}{4}$ lying S. of river of Sec. 32-9S-11E; and that portion of NW $\frac{1}{4}$ lying W. of river and N. of RR r-o-w of Sec. 5-10S-11E

Return To:
Anadarko Production Company
P. O. Box 1330
Houston, Texas 77001

Application of the Board of Directors of The Belvue Drainage District, Pottawatomie County, Kansas, for the appointment of Commissioners to make appraisement and assessment of damages for Railroad Right-of-way and private lands condemned and appropriated for the use of said District.

To the Honorable Robert C. Heizer, Judge of the District Court of Pottawatomie County, Kansas:

The Board of Directors of The Belvue Drainage District, Pottawatomie County, Kansas hereby respectfully represents and shows to you that it is necessary to condemn and appropriate certain portions of the Union Pacific Railroad Company Right-of-way and certain lands of private owners for use by said District for right-of-way and in widening, deepening and otherwise improving the natural water courses, i. e., the Vermillion River, Lost Creek and Welch Creek, to prevent the overflow thereof, for the construction of a diagonal ditch between said Vermillion River and Lost Creek, and for the further construction of levees, canals, drains and other works, all within said District, and to be done as proposed and set forth in the report of the Engineer of said District returned and filed, with all plans and specifications, in the office of the Secretary of, and approved by, said Board of Directors, on May 3, 1916; that said Board of Directors has caused a survey and description of the land so required out of the Right-of-way or lands of such Railroad Company and out of the lands of such private owners to be made by V. R. Parkhurst, a competent engineer, and filed with its Secretary, on October 2, 1916, as by law required; that a copy of such survey and descriptions of the Right-of-way and lands so required and so made and filed is attached hereto, marked "Exhibit 1", and made a part hereof; and that said Board of Directors, on October 2, 1916, duly made an order declaring that the appropriation of each and all of the portions of Railroad Right-of-way and tracts of land set out in said survey and descriptions so filed by said Engineer is necessary and setting forth the purpose for which the same is to be used, all as by law required.

The said Board of Directors therefore respectfully presents this, its written application, and requests that you appoint three commissioners, as by law provided, to make appraisement and assessment of damages for the portions of Railroad Right-of-way and private lands described in "Exhibit 1", attached hereto and made a part hereof, and sought to be taken for the use of said District as hereinabove set forth.

IN WITNESS WHEREOF, The said Board of Directors of The Belvue Drainage District, Pottawatomie County, Kansas, has caused this application to be signed by its attorneys, W. A. S. Bird, J. B. Larimer and E. M. Brunner, thereunto duly authorized and empowered this 3rd day of October, 1916.

THE BOARD OF DIRECTORS OF THE BELVUE
DRAINAGE DISTRICT, POTTAWATOMIE COUNTY,
KANSAS,

By W. A. S. Bird
J. B. Larimer
E. M. Brunner
Its Attorneys.

Copy

Exhibit 1

TO THE BOARD OF DIRECTORS OF THE BELVUE
DRAINAGE DISTRICT, POTTAWATOMIE COUNTY,
KANSAS. Belvue, Kansas.

Gentlemen:

I find it necessary to appropriate certain lands for use in widening and straightening the channel of Lost Creek, Welch Creek, and for the construction of a diagonal ditch, also, for the relief channel of the Vermillion River; and for levees to retain the waters of the Vermillion River; the said properties belonging to several individuals and the Union Pacific Railway Company; all of said properties are within Pottawatomie County, State of Kansas, and described as follows, to-wit:

Deed Record No. 53.

HALL LITHO. CO., PRINTERS AND BINDERS, TOPEKA. 4483

WELCH CREEK.

394
 Part of the southwest quarter of Section 2-10-11, part of the southeast quarter of Section 2-10-11, a part of the northwest quarter Section 2-10-11, a part of the northeast quarter section 2-10-11; the right of way across the Union Pacific Railway right of way along the center on the north and south quarter line, section 35-9-11, a part of the southeast quarter of Section 35-9-11, a part of the southwest quarter of Section 35-9-11, a part of the northeast quarter section 35-9-11, a part of the northwest quarter Section 35-9-11, a part of the southwest quarter section 26-9-11.

LOST CREEK.

A part of the southwest quarter, Section 11-10-11; a part of the southeast quarter, Section 10-10-11; a part of the northwest quarter section 11-10-11, a part of the northeast quarter section 10-10-11; a part of the southwest quarter section 2-10-11, a part of the northwest quarter, section 2-10-11; a part of the southeast quarter section 3-10-11; a part of the northeast quarter section 3-10-11; the right of way across the Union Pacific right of way on the section line between sections 34-9-11 and 35-9-11; a part of the southwest quarter of section 35-9-11; a part of the southeast quarter section 34-9-11; a part of the northeast quarter section 34-9-11; a part of the southeast quarter of section 27-9-11.

DIAGONAL DITCH.

A part of the southeast quarter of Section 34-9-11; a part of the southwest quarter section 34-9-11; a part of the northwest quarter section 34-9-11; a part of the southwest quarter section 27-9-11; a part of the southeast quarter section 28-9-11, a part of the southwest quarter 28-9-11; a part of the southeast quarter Section 29-9-11, a part of the northeast quarter section 29-9-11; a part of the northwest quarter section 29-9-11.

LEVEE.

A part of the northwest quarter section 30-9-11; a part of the northeast quarter section 24-9-10; a part of the southeast quarter section 24-9-10.

Exhibit 1.

RELIEF DITCH.

A part of the southwest quarter Section 24-9-10;

LEVEE.

A part of the southwest quarter section 5-10-11.

RELIEF CHANNEL OF THE

VERMILLION RIVER.

Part of the Northwest quarter of section 31-9-11; a part of the southwest quarter section 31-9-11; a part of the northwest quarter section 6-10-11, and the right of way for clearing Vermillion River from its intersection with the county road in the northwest quarter of Section 24-9-10; to the Kansas River; in the northwest quarter of section 8-10-11, also, the right of way to clear Lost Creek in Sections 22-9-11, 27-9-11, 34-9-11, 12-10-11, southeast quarter section 1-10-11, and the southwest quarter section 6-10-12,

All of the lands herebefore mentioned are more particularly described as follows:

FOR A PERMANENT CHANNEL FOR WELCH CREEK.

H. PESSEMIER.

Com. at the center of Sec. 2 T. 10, S. R. 11 E., thence S. in 1/4 Sec. line 649 ft; thence E. 50 ft. Thence N. 649 ft. Thence W. 50 ft. to the place of beginning, Cont. 0. 74 ac. X

W. H. YOUNG.

Com. at the center of Sec. 2, T. 10, S. R. 11 E. Thence N. on 1/4 Sec. line 2540 ft. Thence

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HALL LITHO. CO., PRINTERS AND BINDERS, TOPEKA. 4483

E. 50 ft. Thence S. 2540 ft.; thence W. 50 ft. to the place of Beg. cont. *2.91 ac.* ³⁹⁵ X

C. A. KLINE

Com. at the center of Sec. 35 T. 9 S. R. 11 E. Thence E. 50 ft. Thence S. 2540 ft. Thence W. 100 ft. Thence N. Parallel to Sec. line 2540 ft. Thence E. 50 ft. to the place of Beg. Cont. ⁸² 5. ~~83~~ Ac. X

R. F. CASE.

Com. at the center of Sec. ³⁵ ~~33~~ T. 9, S. R. 11 E. Thence N. on 1/4 Sec. line 938 ft. Thence in a Northwesternly direction 536 ft. to a point, 321 ft. W. of the N. E. Cor. of the S. E. 1/4 of the N. W. 1/4 of said Sec. 35, Thence W. 122 ft. Thence in a southeasternly direction 826 ft. X
thence S. Parallel to 1/4 Sec. line 650 ft. Thence E. 50 ft. to the place of Beg. Cont. 2.30 Ac.

J. L. WELCH.

Com. at a point 321 ft. W. of the S. E. cor. of the N 1/2 of the N. W. 1/4 of Sec. 35, T. 9, S. R. 11, E. Thence in a Northwesternly direction 406 ft. to the center of Welch Creek; thence W. 100 ft. thence in a southeasternly direction 406 ft. Thence E. 122 ft. to the place of Beg. Cont. 0.95 Ac. X

C. A. KLINE.

Com. At the center of Sec. 35 T. 9, S. R. 11, E., Thence N. on 1/4 Sec. line 938 ft. Thence in a Southeasternly direction 288 ft. Thence S. parallel to 1/4 Sec. line 650 ft. Thence W. 50 ft. to the place of Beg. cont. 1.07 ac. X

P. YOUNG.

Beginning at the center of Section 2, Township 10, Range 11 E.; thence west 50 feet; thence North 2552 feet; thence east 50 feet; thence south 2552 feet. to point of beginning, containing 2.91 X
acres more or less.

UNION PACIFIC RAILWAY COMPANY.

Commencing at the intersection of the north line of the Union Pacific Railway Company's right of way, as now fenced, on the north and south line of Section 39-9-11, thence west 50 feet, thence south 100 feet, to the south line of said right of way; thence east 100 feet along said south line of said right of way; thence north 100 feet to the north line of said right of way; thence west 50 feet to point of beginning, containing .23 acres.

LANDS TAKEN FOR THE PERMANENT CHANNEL OF LOST CREEK.

J. W. EVERETT.

Com. at the S. W. Cor. of the S. W. 1/4 of Sec. 2. T. 10. S. R. 11 E; thence N. 2640 ft. to the N. W. Cor. of said 1/4 Sec. Thence E. 75 ft; thence S. Parallel to the W line of said Sec. X
2640 ft; thence W. 75 ft. to the place of Beg. containing 4.55 Ac.

H. E. SHORT.

Commencing at the Section Cor. of Sec. 2-3-10 and 11, T. 10 S. R. 11 E; thence north along the section line 4308 feet; thence west 75 feet; thence south parallel to Section line 4308 feet; thence east 75 feet, to place of beginning containing 7.42 acres. X

P. YOUNG

Commencing at the southwest corner of the northwest quarter of Section 2, T. 10 S. R. 11 E; thence north along the section line 1700 feet; thence in a southeasternly direction 432 feet to a X
point 75 feet east of Section line; thence south parallel to section line 1268 feet; thence west 75 feet, to the point of beginning, containing 2.87 acres.

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P. YOUNG.

396
 Commencing at the northeast corner of Section 3, township 10, Range 11, thence west 130 feet; thence south 750 feet; thence southerly to a point on the east line of said Section 3, ⁸⁵² ~~752~~ feet south of the north line of said section; thence north along the east line of said section 852 feet to the place of beginning; containing 1.84 acres.

UNION PACIFIC Ry. CO.

Beginning at a point of intersection of the north line of the Union Pacific Railway Company's right of way, as now fenced, with the east line of Section 34, Township 9, Range 11, east; thence west 130 feet along said right of way line; thence south 100 feet to the south line of said right of way as now fenced; thence east 130 feet; thence north 100 feet to the point of beginning, containing .3 of an acre.

H. E. SHORT.

Beginning at the intersection of the north line of the U. P. Right of way, with the east line of Section 34-9-11; thence north along said east line to a point 210 feet south of the east and west quarter line of said Section 34; thence northwesterly to a point on the east and west quarter line of ~~said Section 34; thence northwesterly to a point on the east and west quarter~~ line 110 feet west if the northeast corner of the southeast quarter of said section 34; thence west 160 feet; thence southeasterly to a point 400 feet south ~~and~~ and 65 feet west of the northeast corner of said quarter section; thence south 400 feet; thence southwesterly to a point 837 feet south and 130 feet west of the northeast corner of said southeast quarter section 34; thence south parallel to the line of section 34 to intersection with the U. P. Railway right of way, as now fenced; thence east along said right of way 130 feet to the point of beginning, containing 4.35 acres.

J. D. WEEKS.

A tract of land in the west half of the southwest quarter section 35-9-11, beginning at a point 210 feet south of the northwest corner of the said west half; thence south 630 feet ~~a-~~ along the west line of the said section 35; thence northerly 324 feet, more or less, to a point 525 feet south and 70 feet east of the said northeast corner; thence northwesterly to the point of beginning containing one acre.

R. F. CASE.

A tract of land in the northeast quarter of Section 34-9-11, beginning at a point 270 feet west of the southeast corner of said quarter section, north $27^{\circ} 28'$ west; 75 feet; thence north $41^{\circ} 10'$ west; 650 feet; thence north $59^{\circ} 41'$ west; 100 feet; thence north $63^{\circ} 22'$ west; 256 feet; thence $62^{\circ} 32'$ west; 298 feet, to the west line of the east half of the northeast quarter of Section 34; thence north along said east line 160 feet; thence southeasterly 130 feet distant from the first described line to a point on the south line of the northeast quarter and 110 feet west of the southeast corner of the said quarter; thence west along the south line of said quarter to point of beginning, containing 4.28 acres.

J. M. SHORTT.

A tract of land in the west half of the northeast quarter of section 34-9-11 beginning 980 feet north of the southeast corner of the said west half; thence north 160 feet; thence northwesterly 160 feet to the center of Lost Creek; thence southerly at right angles 130 feet; thence southeasterly at right angles about 160 feet to the point of beginning, containing .39 acre.

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J. M. SHORTT.

397

A strip of land 37-1/2 feet on either side the following described line. Beginning in the center of Lost Creek channel at a point 800 feet south of the east and west line of Section 27, township 9, range 11, east; thence southeasterly to the center of the present channel of Lost Creek at a point which is ¹²⁵⁰~~2150~~ feet south and 75 feet east of the center of said Section 27, containing .78 of an acre.

LANDS PERMANENTLY APPROPRIATED FOR THE CONSTRUCTION OF A DIAGONAL DITCH.

P. YOUNG.

Commencing at a point 130 feet west and 750 feet south of the northeast corner of section 3-10-11; thence northwesterly to a point 770 feet west of the said northeast corner of said section 3; thence east along the north line of said section 3, 50 feet; thence southeasterly parallel to the first course to the intersection of the line 130 feet west and parallel to the east line of said section 3; thence south parallel to the east line of said section to beginning, containing 1 acre. X

H. E. SHORTT.

commencing 1668 feet north of the southeast corner of the northeast corner, section 3-10-11; thence northwesterly to the north line of said Section 3, to a point 800 feet west of the northeast corner of said Section; thence east along said north line 50 feet; thence southeasterly parallel to the first course to its intersection with the east line of said section 3; thence south to the point of beginning 1.1 acres. X

H. E. SHORTT.

Commencing at a point 550 feet south of the center of Section 34, T. 9 S. R. 11 E. thence in a southeasterly direction 2650 ft. to the U. P. R. R. Right of Way 355 ft. W. of the E. line of Sec. 34; thence east 80 feet; thence in a northwesterly direction 2650 ft; thence west 80 ft. to the place of beginning, containing 4.89 acres. X

H. E. SHORTT.

Commencing at the center of Section 34, T. 9, S. R. 11, east; thence south along the quarter section line 550 feet; thence east 40 feet; thence north parallel to said quarter section line 550 feet; thence west 50 feet to place of beginning containing 0.50 acres. X

J. M. SHORTT.

A strip of ground along the east line of the southwest quarter of Section 34, Town 9, Range 11, and beginning at the center of Section 34, thence south 528 feet; thence west 40 feet; thence northwesterly 510 feet; thence northwesterly 528 feet to the east and west quarter line of said section 34; thence east 40 feet to the place of beginning, containing .48 acre. X

J. M. HOUSTON.

.15 acre along the east line of the southwest quarter of Section 34. X

R. W. WEEKS.

Commencing at the center of Section 34, T. 9 S. R. 11 E; thence in a northwesterly direction 2918 feet to a point 285 feet east of the northwest corner of the east half of the northwest quarter of Section 34, Township 9, south R. 11 E. thence W/ 75 ft. Thence in a southeasterly direction 2918 ft. Thence E. 75 ft. to place of Beg. containing 5.03 acres. X

JNO EVANS.

Commencing at a point 285 feet east of the southwest corner of the east half of the southwest quarter of section 27, T. 9 S. R. 11 E.; thence in a northwesterly direction 248 feet to a point 189 feet north of the southwest corner of the east half of the southwest quarter of 27; thence X

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south 75 feet; thence in a southeasterly direction 192 feet; thence east 75 feet to the place of beginning, containing 0.37 acre.

R. W. WEEKS.

Commencing at a point 189 feet north of the southeast corner of the west half of the southwest quarter of Section 27, township 9, south, range 11, east, thence in a westerly direction 1394 feet to a point 487 feet north of the southwest corner of the southwest quarter of section 27; thence south 75 feet; thence in an easterly direction 1394 feet; thence north 75 feet to the place of beginning, containing 2.40 acres.

J. M. ST. JOHN.

Commencing at a point 487 feet north of the south east corner of the southeast quarter section 28, Township 9, South, Range 11 east; thence in a westerly direction ¹⁴⁶⁰~~1400~~ feet to a point 237 feet north of the southwest corner of the east half of the southeast quarter of Section 28; thence south 75 feet, thence in an easterly direction 1460 feet thence north 75 feet to the place of beginning, containing 2.51 acres.

PIUS VOELKER.

Commencing at a point 237 feet north of the southeast corner of the west half of the southeast quarter of Section 28, T. 9 S. E. 11 E., thence west ¹³²⁰~~1350~~ feet to a point 284 feet north of the southwest corner of the south east quarter of Section 28; thence south 75 feet; thence east 1320 feet; thence north 75 feet to the place of beginning, containing 2.26 acres.

O. R. SEARL.

Commencing at a point 284 feet north of the southeast corner of the southwest quarter of Section 28, T. 9, S. R. 11 E.; thence west 760 feet; thence in a northwesterly direction 630 feet to a point 585 north of the southwest corner of the east half of the southwest quarter of Section 28; thence south 75 feet; thence in a southeasterly direction 630 feet; thence east 760 feet; thence north 75 feet; to the place of beginning, containing 2.40 acres.

F. W. GINDER.

Commencing at a point 585 feet north of the southeast corner of the west half of the southwest quarter of Section 28, T. 9 S. R. 11, E. Thence in a northwesterly direction 1470 feet to a point 1040 feet to a point 1040 feet north of the southwest corner of the southwest quarter of section 28; thence north 75 feet; thence in a southeasterly direction 1470 feet; thence south 75 feet to the place of beginning containing 2.54 acres.

F. W. GINDER.

Commencing at a point 1040 feet north of the southeast corner of the southeast quarter of Section 29, T. 9 S., R/ 11 E.; thence in a northwesternly direction 1428 feet to the eighth line between the east and west half of the southeast quarter of said Section 29; thence north 1145 feet to the north line of said quarter Section 29; thence east 75 feet; thence south 1145 feet; thence in a southeasterly direction 1353 feet; thence south 75 feet to the place of beginning, containing 4.22 acres.

F. W. GINDER.

A tract of land in the south half of the northeast quarter of Section 29-9-11, commencing 40 feet north of the center of said section 29; thence north 50 feet; thence east 1395 feet; thence south 90 feet; thence west 75 feet; thence north 40 feet; thence north 90 feet; thence west 1320 feet to the point of beginning; containing 1.52 acres.

D.F. WILSON.

A tract of land in the east half of the east half of the northwest quarter section 29-9-11, beginning at a point on the west line of the said east half 40 feet north of the east and west quarter line of section 29; thence north 40 feet; thence east 660 feet; thence south 40 feet; thence west

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660 feet; containing .60 acre.

J. A. WILSON.

A part of the west half of the east half of the northwest quarter section 29-9-11, beginning at a point in the west line of said west half 40 feet north of the east and west quarter section; thence north 40 feet; thence east 660 feet, containing .60.

LANDS PERMANENTLY APPROPRIATED FOR A RELIEF CHANNEL IN SECTION
24, TOWNSHIP 9, RANGE 10.

C. L. ST. JOHN.

Commencing at the intersection of the north bank of the Vermillion River with the north and south quarter line of Section 24, Township 9, South of Range 10, east; thence west 90 feet; thence west 90 feet; thence north 350 feet; thence east 50 feet; thence south 350 feet to the place of beginning, containing .72 acres, more or less.

LANDS PERMANENTLY APPROPRIATED FOR LEVEES.

J. E. GILLEECE.

Commencing at the northwest corner of the south half of the northwest quarter of Section 30, Township 9, Range 11, E.; thence east 50 feet; thence south 1150 feet, more or less, to the bank of the Vermillion River; thence west 50 feet; thence north to the place of beginning; containing 1.32 acres, more or less.

ELIZABETH HAID.

Commencing at a point on the south line of the county road at its intersection with the north and south quarter line of Section 24, T. 9, S. R. 10 E.; thence south along the north and south quarter section line of said section 24, 1250 feet, more or less, to the bank of the slough; thence southerly following the slough to its intersection with the north and south quarter section line of said section 24, 900 feet, more or less; south of the center of said section; thence 60 feet east; thence northerly parallel to the first course, thence 60 feet east thereof, to the south line of the county road; thence west 60 feet to the place of beginning, containing 2.4 acres, more or less.

NICHOLS.

Beginning at a point 200 feet north of the south east corner of the north half of the southwest quarter of section 5, township 10 range 11, thence north 300 feet; thence west 600 feet; thence south 300 feet thence east 60 feet to point of beginning, containing .41 acres, more or less.

LANDS PERMANENTLY APPROPRIATED FOR A RELIEF CHANNEL
OF THE VERMILLION RIVER.

T. F. WILSON.

Commencing at the southwest corner of the east half of the northwest quarter of section 31, township 9, range 11, E; thence north to the center of the Vermillion River; thence southeasterly along the center of the center of the Vermillion River, to a point 300 feet east of the west line of the east half of said northwest quarter; thence south parallel to the south line of the northwest quarter of said section 31, thence east to the point of beginning, containing .92 acres, more or less.

T. F. WILSON.

Beginning at the northwest corner of the west half of the southwest quarter of Section 31, Township 9, Range 11, E; thence east ²⁰⁰ 300 feet; thence south 2640 feet; thence west 200 feet; thence north 2640 feet to place of beginning, containing 12.14 acres, more or less.

W. E. PRICKETT.

Commencing at the northwest corner of the east half of the northwest quarter of Section 6,

Deed Record No. 53.

HALL LITHO. CO., PRINTERS AND BINDERS, TOPEKA. 4453

Township 10, Range 11, thence east 200 feet; thence south 1420 feet, more or less, to the north line of the Union Pacific Right of way, as now fenced; thence westernly along said right of way to the west line of the east half of the northwest quarter of said section 6; thence north to the beginning, containing 6.53 acres, more or less.

UNION PACIFIC RAILWAY RIGHT OF WAY.

Commencing at the intersection of the north line of the Union Pacific Railway right of way and the west line of the east half of the northwest quarter of Section 6, Township 10, Range 11, thence easterly along said right of way to a point 200 feet east of the west line to a point 200 feet east of the point of beginning; thence south to the south line of the Union Pacific right of way, as now fenced, thence westerly parallel to the first course, to the west line of said east half of the said northwest quarter; thence north to the point of beginning, containing, .46 acres, more or less.

GEORGE FARRELL.

Beginning on the west line of the east half of the northwest quarter of Section 6, Town 10, Range 11, with its intersection of the south line of the Union Pacific Railway right of way; thence south 400 feet, more or less, to the Kansas River; thence east 200 feet; thence North parallel to the first course to the south line of the Union Pacific Railway right of way; thence west along said south line to the point of beginning, containing 1.84 acres, more or less.

AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF LAND AND ALONG AND BETWEEN THE BANKS OF THE VERMILLION RIVER.

The right of way for clearing timber, brush and debris along the Vermillion River between the high banks commencing on the north line of the county road in the northwest quarter of Section 24, Township 9, Range 10, East, thence down stream following the meanderings of said river to the south line of the northwest quarter of said Section 24, J. H. Cary owner.

The right of way for clearing the Vermillion River between the high banks of said river, commencing on the north line of the north half of the southwest quarter of Section 24-9-10, down stream to the south line of the said north half of said section, C. L. St. John, owner.

The right of way for clearing the Vermillion River between the high banks, commencing on the north line of the South half of the southwest quarter; thence down stream to the south line of the south half of said southwest quarter, all land lying within the high banks within the said described south half of the southwest quarter of Section 24-9-10, E. B. Homewood, owner.

The right of way for clearing the Vermillion River of that portion of the said river in the west half of the south east quarter of Section 24, Township 9, Range 10, between the high banks of said river. Eliz. Haid owner.

The right of way for clearing the Vermillion River in the north half of the northwest quarter of Section 25, Township 9, Range 10, beginning at the north line of said Section 25, thence down stream to the north and south quarter line of said section J. St. John owner.

The right of way for clearing the Vermillion River along the west half of the northeast quarter of Section 25-9-10, beginning on the north and south quarter line of said section, thence down stream to the east line of the west half of the northeast quarter, Paige Johnson owner of lands north of center of stream, unknown owner of land south of center of stream?

The right of way to clear the Vermillion River in the east half of Section 25-9-10, beginning on the west line of said east half within its intersection with the said Vermillion River; thence down stream to its intersection with the east line of Section 25, Spaulding owner of the land north of the center of the river, unknown owner of the land south of the center of river.

The right of way for clearing the Vermillion River. beginning with its intersection with the west line of Section 30-9-11; thence down stream to its intersection with the north line of the south half of the northwest quarter of said section 30, owner unknown.

Right of way for clearing that part of the Vermillion River lying in the southwest corner of the north half of Section 30-9-11, owner J. E. Gilleece.

Deed Record No. 53.

HALL LITHO. CO., PRINTERS AND BINDERS, TOPEKA. 4483

The right of way to clear the Virmillion River along the north line of the south half of the northwest quarter of Section 30 to the south line of the said south half of said section, Henry Buchmier owner of the lands east of center. owner of the lands west of center unknown.

The right of way for clearing the Virmillion River in the west half of the southwest quarter of Section ³⁰~~30~~-9-11; beginning at the north line of said quarter section; thence down stream to the intersection with the east line of the said west half of the southwest quarter of said section, N. H. Coder owner of the land west of the center of river; F. P. Elmore owner of the land east of the center of the river.

The right of way to clear the Virmillion River along its course through the northeast quarter of the southwest quarter of Section 30-9-11, F. P. Elmore, owner.

The right of way to clear the Virmillion River in the west half of the southeast quarter of Section 30-9-11, William L. Dike, owner.

The right of way to clear the Virmillion River in the southeast quarter of the southwest quarter of Section Line Section 30-9-11, Frank Trude owner.

The right of way to clear the Virmillion River in the southeast corner of the west half of the southwest quarter of section 30-9-11, N. H. Coder owner.

The right of way to clear the Virmillion River in the west half of the northwest quarter of Section 31-9-11, owner unknown.

The right of way to clear the Virmillion River through the east half of the northwest quarter of section 31-9-11, T. F. Jenkins, owner.

The right of way to clear the Virmillion River in the southwest quarter of the northeast quarter of section 31-9-11 owner unknown.

The right of way to clear the Virmillion River through the northwest quarter of the northeast quarter, section 31-9-11, owner unknown.

The right of way to clear the Virmillion River in the northeast quarter of the northeast quarter of Section 31-9-11, owner E. Huey.

The right of way to clear the Virmillion River in the north fifteen acres of the southeast quarter of the Northeast quarter of Section 31-9-11, R. H. Helm owner.

The right of way to clear the Virmillion River through the south twenty-five acres of the southeast quarter of the northeast quarter Section 31-9-11.

The right of way to clear the Virmillion River through the west half of the northeast quarter of Section 31-9-11, E. Eastop owner.

The right of way to clear the Virmillion River through the east half of the west half of the southeast quarter section 31-9-11, E. D. Keener owner.

The right of way to clear the Virmillion River through the west half of the east half of the southeast quarter section 31-9-11. H. Fulner owner.

The right of way to clear the Virmillion River through the east half of the east half of the southeast quarter, section 31-9-11, P. Kramer owner of the north center, T. F. Leonard owner of the south center.

The right of way to clear the Virmillion River through the southwest quarter of Section 32-9-11 H. E. Short owner, north of the center of river, C. H. Jungling owner south center river.

Right of way to clear the Virmillion River through the northwest quarter section 5-10-11, C. H. Jungling, owner.

Right of way to clear the Virmillion River through the northwest quarter of the southwest quarter of Section 5-10-11, T. Heer owner of land east of center of river, Jungling owner of the land west of said river.

The right of way to clear the Virmillion River in the southwest quarter of the southwest quarter of Section 5-10-11, H. E. Leonard owner.

The right of way to clear the Virmillion River in the south half of the northeast quarter of the southwest quarter of Section 5-10-11, E. Cook owner.

Deed Record No. 53.

HALL LITHO. CO., PRINTERS AND BINDERS, TOPEKA. 4483

402 The right of way to clear the Virmillion River in the southeast quarter of the southwest quarter of Section 5-10-11, E. L. Craig owner east of center of river, A. G. Leonard owner of land west of the center of river.

Right of way to clear the Virmillion River in the north half of the east half of the northwest of the east half of the northwest quarter of section 8-10-11 E. L. Craig owner of the land east of the center of river, E. Salter owner of land west of the center of the river.

AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF LAND
AND ALONG AND BETWEEN THE BANKS OF
LOST CREEK.

The right of way to clear Lost Creek within the high banks of said creek of all timber, brush and debris along its course through the northwest quarter of the north east quarter of Section 27-9-11, George Arnold owner.

The right to clear Lost Creek through the southwest quarter of the northeast quarter of Section 27-9-11, Elmer Estop owner.

The right to clear Lost Creek through the southeast quarter of Section 27-9-11, J. Shortt, owner.

The right to clear Lost Creek in the west half of the northeast quarter of Section 34-9-11, J. M. Shortt, owner.

The right to clear the present Lost Creek Channel in the northwest quarter of Section 12-10-11, H. Pessemier owner.

The right to clear the Lost Creek Channel in the northeast quarter of Section 12-10-11, H. Pessmier, owner.

The right to clear the Lost Creek Channel in the southeast quarter of Section 1-10-11, H. Zolkenning owner.

The right to clear the Lost Creek Channel in the southwest quarter of Section 6-10-12, H. Pessemier owner.

The right of way to clear the Lost Creek channel of the northeast quarter of Section 12-10-11 H. Pessmier owner.

The right of way to clear the Lost Creek Channel in the southwest quarter of the southeast quarter of section 22-10-11, Mary D. Bird owner.

Witness my hand hereto affixed

V. R. Parkhurst
Civil Engineer

Filed Oct 2, 1916.

(SEAL.) F. G. Hooper
Secretary of Board Directors of the Belvue
Drainage District Pottawatomie County, Kansas.

Filed for record on the 5th. day of October, 1916 at 8 o'clock A. M.

J. H. Bush
Register of Deeds.

SMALL LETTERS ON FRONT AND REVERSE SIDES.

Certificate of Appointment of Commissioners to make Appraisalment and Assessment of damages for Railroad Right-of-way and private lands condemned and appropriated for the use of The Belvue Drainage District, Pottawatomie County, Kansas.

403

The State of Kansas, }
Pottawatomie County, } ss:

WHEREAS, The Board of Directors of The Belvue Drainage District, Pottawatomie County, Kansas, has this day presented by its attorneys, W. A. S. Bird, J. B. Karimof and E. M. Brunner, to me the undersigned, Judge of the District Court of Pottawatomie County, Kansas, its application, in writing, for the appointment of three commissioners, as by law provided, to make appraisalment and assessment of damages for certain ^{portions of the Union Pacific Railroad Company Right-of-way and certain} lands of private owners described in said application condemned and appropriated for use by said District for right-of-way and in widening, deepening and otherwise improving the natural water courses, i. e., the Vermillion River, Lost Creek and Welsh Creek, to prevent the overflow thereof, for the construction of a diagonal ditch between said Vermillion River and Lost Creek, and for the further construction of levees, canals, drains and other works, all within said District, and to be done as proposed and set forth in the report of the Engineer of said District returned and filed, with all plans and specifications, in the office of the Secretary of, and approved by, said Board of Directors, on May 3, 1916, and

WHEREAS, It appears that said Board of Directors has caused a survey and description of the land so required out of the right-of-way or lands of such Railroad Company and out of the lands of such private owners to be made by V. R. Parkhurst, a competent engineer, and filed with its Secretary, on October 2, 1916, as by law required, and

WHEREAS, It appears that said Board of Directors, on said October 2, 1916, duly made an order declaring that the appropriation of each and all of the portions of the Railroad Right-of-way and tracts of land set out in said survey and descriptions so filed by said Engineer, and a copy of which is attached to said application, marked "Exhibit 1" and made a part thereof, is necessary and setting forth the purpose for which the same is to be used, all as by law required,

NOW, THEREFORE, I, the undersigned, Judge of the District Court of Pottawatomie County, Kansas, do hereby appoint Henry Ferguson Fred Riat and Ed Craig, three free-holders and residents of said Pottawatomie County, Kansas, commissioners to make appraisalment and assessment of damages for all such portions of the Railroad Right-of-way and tracts of private lands described in said application and sought to be taken for the use of said District as in said application set forth, all as by law required.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3d day of October, 1916.

Robert C Heizer
Judge of the District Court of
Pottawatomie County, Kansas.

Filed for Record on the 5th. day of October, 1916 at 9 o'clock A. M.

E. H. Bushey
Register of Deeds.

G-1

COUNTY POTTAWATOMIE
PROJECT 24-75 RF 078-5 (36)
DATE 08/09/76

R/W TRACT 1

STATE OF KANSAS
POTTAWATOMIE CO. } ss.

KANSAS DEPARTMENT OF TRANSPORTATION

This instrument was filed for record

* * * * *

Sept. 15, 1976 at 9:00 O'Clock A.M.

ad duly recorded in book 161

***** GRANT OF PERMANENT EASEMENT *****
on page 273

Erwin Scott
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That this instrument

made this 9th day of August, 19 76, between

Charles Wolff, Jr., and Jessica Shortt Wolff Foundation

of Shawnee County, Kansas, part y of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That part y of the first part, in consideration of the sum of (\$1.00)

One Dollar and other valuable considerations Dollars to itself in hand paid by party of the second part,

receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the party of the second part a permanent easement for public purposes over and upon the following described real estate lying and

situate in the County of Pottawatomie and State of Kansas, to wit:

(7-76)

D.O.T. FORM NO. 1705

1

A tract of land in the East Half of the Southwest Quarter of Section 32, Township 9 South, Range 11 East of the 6th P.M., lying North and East of the Vermillion River, described as follows: BEGINNING at the Southeast corner of said Quarter Section; thence North, 115.6 feet along the East line of said Quarter Section; thence West, 220.1 feet; thence Northwesterly to a point 370.1 feet West and 200.6 feet North of the place of beginning; thence Southwesterly, with an angle of 69 degrees 54 minutes left from the last described course, to the intersection with the center line of the Vermillion River; thence Southeasterly along said center line to the South line of said Quarter Section; thence East along said Quarter Section line to the place of beginning. Except the right of way of the Union Pacific Railroad. The above contains 0.59 acre, more or less.

G-2

reserving to part y of the first part, its heirs, executors, administrators, trustees and assigns all oil and gas minerals under or in said land. It is understood and agreed that the party of the second part is acquiring said real estate for public purposes.

And the part y of the first part for its heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the

second part that at delivery of these presents itself lawfully seized of an estate in fee simple in all and singular the above granted and described premises with the appurtenances thereto, except for right of way of any existing public highway thereon; that the same are free and clear of and from all and every incumbrance whatsoever, except

NONE

and that it will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

IN WITNESS WHEREOF, Said part y of the first part has hereunto set its hand the day and year first above

written



Richard D. Shiney, Senior Vice Pres. & Trust Officer

Asst. Cashier

Richard D. Shiney, Trustee, Senior Vice Pres. & Trust Officer

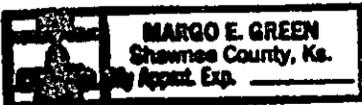
William B. McElhenny, Co-Trustee

Donald J. Horvath, Co-Trustee

STATE OF KANSAS, Shawnee COUNTY, SS.

On this 12th day of August A.D. 19 76, before me, a notary public in and for said county and state, personally

appeared Richard D. Shiney, Sr. Vice President & Trust Officer to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.



Margo E. Green
Notary Public

My commission expires September 16 19 79.

(7-76)

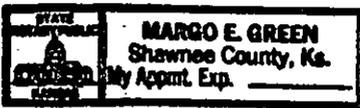
D.O.T. FORM NO. 1705

PD
11/17/76
O.K.

G-3

STATE OF KANSAS, Lawrence COUNTY, SS.

On this 12th day of August A.D. 19 76, before me, a notary public in and for said county and state, personally appeared William B. McElhenny to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.



Margo E. Green
Notary Public

My commission expires September 16 19 79.

STATE OF KANSAS, Lawrence COUNTY, SS.

On this 12th day of August A.D. 19 76, before me, a notary public in and for said county and state, personally appeared Donald J. Horttor to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.



Margo E. Green
Notary Public

My commission expires September 16 19 79.

STATE OF KANSAS, _____ COUNTY, SS.

On this _____ day of _____ A.D. 19 _____, before me, a notary public in and for said county and state, personally appeared _____ to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Notary Public

My commission expires _____ 19 ____.

THE STATE



OF KANSAS

STATE BOARD OF AGRICULTURE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Phillip A. Fishburn, Acting Secretary

DIVISION OF WATER RESOURCES

David L. Pope, Chief Engineer

CERTIFICATE OF APPROPRIATION
FOR BENEFICIAL USE OF WATER

WATER RIGHT, File No. 21,950

PRIORITY DATE February 12, 1974

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas.

NOW, THEREFORE, Be It Known that DAVID L. POPE, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas State Board of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of groundwater in the drainage basin of the Kansas River to be withdrawn by means of two (2) wells:

one (1) well located near the center of the South side of the Northwest Quarter (NW $\frac{1}{4}$) of Section 32, more particularly described as being near a point 2,700 feet North and 3,980 feet West of the Southeast corner of said section, at a diversion rate not in excess of 855 gallons per minute (1.90 c.f.s.) and a quantity not to exceed 80 acre-feet per calendar year, and

one (1) well located near the center of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 32, more particularly described as being near a point 1,960 feet North and 1,320 feet West of the Southeast corner of said section, at a diversion rate not in excess of 500 gallons per minute (1.11 c.f.s.) and a quantity not to exceed 54 acre-feet per calendar year,

both in Township 9 South, Range 11 East, Pottawatomie County, Kansas,

for irrigation use on the following described property:

- 80 acres in the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$),
- 31 acres in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$),
- 26 acres in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$),
- 15 acres in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$),
- 80 acres in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$),

a total of 232 acres in Section 32, Township 9 South, Range 11 East, Pottawatomie County, Kansas.

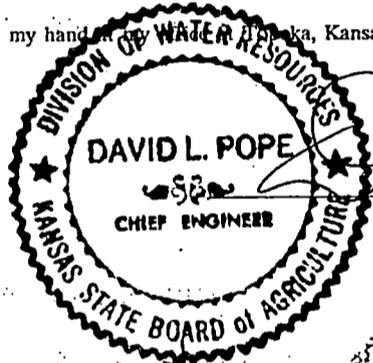
The appropriator shall maintain in an operating condition, satisfactory to the Chief Engineer, all check valves installed for preventing chemical or other foreign substance pollution of the water supply.

The appropriator shall maintain records from which the quantity of water actually diverted during each calendar year may be readily determined. Such records shall be furnished to the Chief Engineer by March 1 following the end of the previous calendar year.

The appropriation right shall be deemed abandoned and shall terminate when without due and sufficient cause no lawful beneficial use is made of water under this appropriation for three (3) successive years.

The right of the appropriator shall relate to a specific quantity of water and such right must allow for a reasonable raising or lowering of the static water level and for the reasonable increase or decrease of the stream flow at the appropriator's point of diversion.

IN WITNESS WHEREOF, I have hereunto set my hand at Topeka, Kansas, this 24th day of January, 1994.

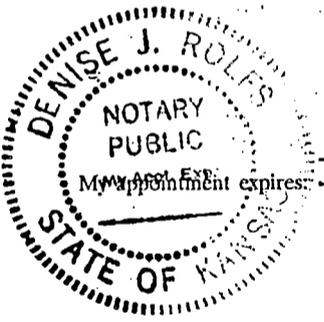


David L. Pope
David L. Pope, P.E.
Chief Engineer
Division of Water Resources
Kansas State Board of Agriculture

STATE OF KANSAS, Shawnee COUNTY, ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1994, by David L. Pope, P.E., Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture.

Signature: *Denise J. Roles*
Notary Public



(Record in the Office of Register of Deeds in the county or counties wherein the point of diversion is located)

WATER APPROPRIATION
CERTIFICATE

No. 21371

STATE OF KANSAS

Water Right, File No. 21950

STATE OF KANSAS,

Pottawatomie COUNTY, ss.

Filed for record this 8th day of

February, 1994

at 8:35 o'clock A m. and

recorded in Book 275 Page 69

Fee \$ 8.00

Denise J. Roles

Register of Deeds.

By: Denise J. Roles, Deputy

THE STATE  OF KANSAS

KANSAS DEPARTMENT OF AGRICULTURE
Jackie McClaskey, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

**CERTIFICATE OF APPROPRIATION
FOR BENEFICIAL USE OF WATER**

WATER RIGHT, File No. 44,732

PRIORITY DATE July 25, 2001

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas.

NOW, THEREFORE, Be It Known that DAVID W. BARFIELD, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of groundwater to be withdrawn by means of a well located in the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, more particularly described as being near a point 100 feet North and 3,250 feet West of the Southeast corner of said section, in Township 9 South, Range 11 East, Pottawatomie County, Kansas, at a diversion rate not in excess of **1,100 gallons per minute (2.45 c.f.s.)** and a quantity not to exceed **138 acre-feet** of water per calendar year for **irrigation use** on the following described property:

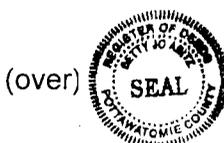
14 acres in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$),
25 acres in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$),

a total of 39 acres in Section 31, Township 9 South, Range 11 East, Pottawatomie County, Kansas.

5 acres in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$),
7 acres in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$),
39 acres in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$),
14 acres in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$),

a total of 65 acres in Section 32, Township 9 South, Range 11 East, Pottawatomie County, Kansas.

4 acres in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), in Section 5, Township 10 South, Range 11 East, Pottawatomie County, Kansas.



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

Book: 681 Page: 212

Receipt #: 98519
Pages Recorded: 2

Recording Fee: \$12.00
Authorized By: *Betty Jo Abitz*

Date Recorded: 7/14/2014 3:18:08 PM



Book 681 Page 212

13 acres in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$),
24 acres in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$),

a total of 37 acres in Section 6, Township 10 South, Range 11 East, Pottawatomie County, Kansas.

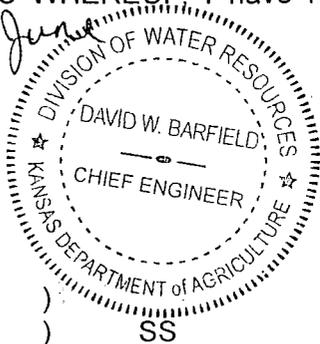
The maximum authorized acres that were lawfully irrigated in any one calendar year during the perfection period were 125 acres.

This appropriation right is further limited to a diversion rate and a quantity of water which when combined with the water right set forth in the Certificate of Appropriation issued pursuant to File No. 5829, will provide a maximum diversion rate not in excess of **1,100 gallons per minute (2.45 c.f.s)** and a total quantity not to exceed **138 acre-feet** of water per calendar year for irrigation use from the point of diversion described herein.

All terms, conditions and limitation applicable to the Appropriation of Water not expressly changed or removed by the issuance of the Certificate of Appropriation remain in full force and effect. Failure to comply with those terms, conditions and limitations, and those added or amended by this Certificate, will result in the suspension of this appropriation right or revocation and dismissal of this appropriation right.

This is a final agency action. If you choose to appeal this decision or any finding or part thereof, you must do so by filing a petition for review in the manner prescribed by the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KJRA K.S.A. 77-601 et seq.) within 30 days of service of this order. Your appeal must be made with the appropriate district court for the district of Kansas. The Chief Legal Counsel for the Kansas Department of Agriculture, 1320 Research Park Drive, Manhattan, Kansas 66502, is the agency officer who will receive service of a petition for judicial review on behalf of the Kansas Department of Agriculture, Division of Water Resources. If you have questions or would like clarification concerning this order, you may contact the Chief Engineer.

IN WITNESS WHEREOF, I have hereunto set my hand at my office at Manhattan, Kansas, this 16th day of June, 2014



David W. Barfield
David W. Barfield, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas)
)
County of Riley)

The foregoing instrument was acknowledged before me this 16th day of June, 2014, by David W. Barfield, P.E., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.

Kayla R. Stansbury
Notary Public

