

*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: EE2510828)

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## **Auction Tracts 5 & 6**

(Pt. Sec. 26-T9S-R11E in Pottawatomie County, Kansas)

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*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: **EE2510828**  
Property Address: **0 Half Moon Road, Belvue, KS 66407**

**SCHEDULE A****1. Commitment Date:**

09/26/2025 at 08:00 AM

**2. Policy to be issued:**ALTA Owners 2021  
Proposed Insured:

TBD

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The estate or interest to be insured: Fee SimpleALTA Lender's 2021  
Proposed Insured:

TBD

TBD, ITS SUCCESSORS AND/OR ASSIGNS  
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 East Half of the Southwest Quarter of Section 26, Township 9 South, Range 11 East of the 6th P.M., in Pottawatomie County, Kansas that lies South of the public road crossing, Said road known as Pottawatomie Road Number 186, also known as the Oregon Trail Road. Except and subject to all easements and restrictions of record .

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**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 Affidavit of Debts, Liens and Indemnity from the Charles Wolff, Jr. and Jessica Shortt Wolff Foundation.
6. 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: 257-26-0-00-00-005.00-0  
Tax Amount: \$356.38  
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.

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**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. Resolution No. 2013-32 as filed for record on August 10, 2018 at 11:24 A.M. in Book 786 at Page [165](#) in the Office of the Register of Deeds, Pottawatomie County, Kansas.
8. Easement to Belvue Drainage District as filed for record on SEPTEMBER 29, 1917 at 08:00 AM in Book 66 at Page [485](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
9. Easement to Belvue Drainage District as filed for record on SEPTEMBER 29, 1917 at 08:00 AM in Book 66 at Page [487](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
10. Survey of N2 NW4 3--5-9-11, POTTAWATOMIE County, Kansas as filed for record on JANUARY 30, 1939 at 03:00 PM in Book Survey C at Page 217 in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.

11. The right of upper and lower riparian owners to the free and unobstructed flow of the water of Welsh 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 Welsh 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 Welsh 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 Welsh 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 EXTRACONTRACTUAL 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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Betty Jo Abitz-Register of Deeds  
Pottawatomie County, Kansas

Book: 786 Page: 165

Receipt #: 148658  
Pages Recorded: 10

Recording Fee: \$174.00

Date Recorded: 8/10/2018 11:24:33 AM

RESOLUTION NUMBER 2013-32

A RESOLUTION CONSOLIDATING FIRE DISTRICT NO. ONE (1), COUNTY OF POTTAWATOMIE, STATE OF KANSAS; FIRE DISTRICT NO. 2, COUNTY OF POTTAWATOMIE, KANSAS; JOINT FIRE DISTRICT NO. 4, COUNTIES OF POTTAWATOMIE AND MARSHALL, STATE OF KANSAS; FIRE DISTRICT NO. 6, COUNTY OF POTTAWATOMIE, KANSAS; FIRE DISTRICT NO. 7, COUNTY OF POTTAWATOMIE, KANSAS; FIRE DISTRICT NO. 8, COUNTY OF POTTAWATOMIE, KANSAS; AND ST. GEORGE TOWNSHIP – CITY FIRE DISTRICT NO. 10, POTTAWATOMIE COUNTY, KANSAS; PROVIDING FOR THE DISORGANIZATION AND DISSOLUTION OF THE FIRE DISTRICTS CONSOLIDATED HEREIN; ESTABLISHING THE POSITION OF FIRE SUPERVISOR FOR SAID CONSOLIDATED COUNTY FIRE DISTRICT; ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF THE FIRE SUPERVISOR FOR SAID CONSOLIDATED COUNTY FIRE DISTRICT; FIXING THE AMOUNT OF TAX TO BE LEVIED BY THE GOVERNING BODY OF THE CONSOLIDATED FIRE DISTRICT; AND REPEALING ALL OTHER COUNTY RESOLUTIONS OR PORTIONS OF COUNTY RESOLUTIONS IN CONFLICT WITH THIS RESOLUTION.

WHEREAS, the Board of County Commissioners is committed to providing adequate fire-fighting resources using a fiscally responsible approach that meets the needs of the stakeholders of the County, and

WHEREAS, K.S.A. 12-3910 et seq. authorizes the consolidation of fire districts and departments, and

WHEREAS, Fire District No. One (1), County of Pottawatomie, State of Kansas, Fire District No. 2, County of Pottawatomie, Kansas, Joint Fire District No. 4, Counties of Pottawatomie and Marshall, State of Kansas, Fire District No. 6, County of Pottawatomie, Kansas, Fire District No. 7, County of Pottawatomie, Kansas, Fire District No. 8, County of Pottawatomie, Kansas, and St. George Township – City Fire District No. 10, Pottawatomie County, Kansas, are existing fire districts within Pottawatomie County, Kansas, and such fire districts were created and exist under and by virtue of the authority of K.S.A. 19-3601 et seq., and

WHEREAS, K.S.A. 19-3612b authorizes the Board of County Commissioners to employ a supervisor for the operation and management of a fire district, and

WHEREAS, the Board of County Commissioners has determined that because of the increased complexity surrounding the operation and management of fire districts,

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including the purchase of equipment and supplies, and because of the need for coordination of training and command responsibilities, it would be in the best interests of the County to place the supervision of the Consolidated Fire District created by this Resolution under a Fire Supervisor, with such Fire Supervisor to be vested with the powers and authority set out herein, and

WHEREAS, the Board of County Commissioners has further determined that with the appointment of a Fire Supervisor, it is not reasonable or necessary to have a Board of Trustees for the Consolidated Fire District created by this Resolution, and

WHEREAS, the Board of County Commissioners has further determined that the amount of tax necessary to levied within the boundaries of the consolidated fire district established by this Resolution shall not exceed the maximum mill levy provided by K.S.A. 12-3913, as the same may be subsequently amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS:

Section 1: Pursuant to the provisions of K.S.A. 12-3910 et seq., Fire District No. One (1), County of Pottawatomie, State of Kansas, Fire District No. 2, County of Pottawatomie, Kansas, Joint Fire District No. 4, Counties of Pottawatomie and Marshall, State of Kansas, Fire District No. 6, County of Pottawatomie, Kansas, Fire District No. 7, County of Pottawatomie, Kansas, Fire District No. 8, County of Pottawatomie, Kansas, and St. George Township – City Fire District No. 10, Pottawatomie County, Kansas, are hereby consolidated into a consolidated County Fire District which shall be named and designated as “Consolidated Fire District No. 1, Pottawatomie County, Kansas”.

Section 2: The following described area, being the area encompassed by Fire District No. One (1), County of Pottawatomie, State of Kansas, shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

Commencing at a point which is the Southeast corner of Pottawatomie County, Kansas; thence West along the South line of Section Thirty Five (35), Township Ten (10) South, Range Twelve (12) East of the 6<sup>th</sup> P.M. to the East Bank of the Kansas River; thence Northerly following the East Bank of the Kansas River to a point where it intersects the Old Channel of the Kansas River; thence northerly and westerly along the North Bank of the Old Channel of the Kansas River and then along the North Bank of the New Channel of the Kansas River to the Southwest corner of the Northwest Quarter (NW ¼) of Section Eleven (11), Township Ten (10) South, Range Eleven (11) East; thence North along the West line of said Sections Eleven and Two to the Northwest corner of said Section Two (2), Township Ten (10) South, Range Eleven (11) East; thence East along the North line of said Section Two (2) to the Southwest corner of the Southeast Quarter (SE ¼) of Section Thirty Five (35), Township Nine (9)

South, Range Eleven (11) East; thence North along the North and South center lines of Sections Thirty Five (35), Twenty Six (26), Twenty Three (23), and Fourteen (14), all in Township Nine (9) South, Range Eleven (11) East to the Northwest corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Fourteen (14), Township Nine (9) South, Range Eleven (11) East; thence East to the East line of Pottawatomie County, Kansas; thence South along the East line of Pottawatomie County, Kansas, to the place of beginning, except that part of said described land which shall include the City of St. Marys, Kansas.

Section 3: The following described area, being the area encompassed by Fire District No. 2, County of Pottawatomie, Kansas, shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

Beginning at the Northwest corner of Section 6, Township 6, Range 12, thence south 12 miles, thence east 5 miles, thence north 12 miles, thence west 5 miles to the place of beginning, all in Grant and Lincoln Townships, Pottawatomie County, Kansas.

Section 4: The following described area, being the area encompassed by Joint Fire District No. 4, Counties of Pottawatomie and Marshall, State of Kansas, shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

Pottawatomie County portion:

The South Half of the Southeast Quarter (S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 1; the East Half of the Southeast Quarter (E  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 2; the South Half of the Southwest Quarter (S  $\frac{1}{2}$ , SW  $\frac{1}{4}$ ), the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ), and the South Half of the Southeast Quarter (S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 9; the South Half (S  $\frac{1}{2}$ ) of Section 10; the West Half (W  $\frac{1}{2}$ ), the Southeast Quarter (SE  $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S  $\frac{1}{2}$ , NE  $\frac{1}{4}$ ), and the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$ , NE  $\frac{1}{4}$ ) of Section 11; the South Half (S  $\frac{1}{2}$ ) and the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 12; all of Section 13; the North Half (N  $\frac{1}{2}$ ), the Southwest Quarter (SW  $\frac{1}{4}$ ), and the West Half of the Southeast Quarter (W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 14; all of Section 15; the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 16; the East Half of the Southeast Quarter (E  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 22; the South Half of the North Half (S  $\frac{1}{2}$ , N  $\frac{1}{2}$ ) and the South Half (S  $\frac{1}{2}$ ) of Section 23; all of Sections 24 and 25; the South Half (S  $\frac{1}{2}$ ), the Northeast Quarter (NE  $\frac{1}{4}$ ), and the East Half of the Northwest Quarter (E  $\frac{1}{2}$ , NW  $\frac{1}{4}$ ) of Section 26; the East Half of the Southeast Quarter (E  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 27; the East Half of the Southeast Quarter (E  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 34; the South Half (S  $\frac{1}{2}$ ), the Northeast Quarter (NE  $\frac{1}{4}$ ), and the East Half of the Northwest Quarter (E

$\frac{1}{2}$ , NW  $\frac{1}{4}$ ) of Section 35; all of Section 36; All in Township 6 South, Range 9 East of the 6<sup>th</sup> P.M., in Pottawatomie County, Kansas;

The West One-Fourth (W  $\frac{1}{4}$ ) of the Northeast Fractional Quarter (NE  $\frac{1}{4}$ ), the West Half (W  $\frac{1}{2}$ ), and the West Half of the Southeast Quarter (W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 2; all of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23; the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 25; the South Half (S  $\frac{1}{2}$ ) and the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 26; all of Sections 27, 28, 29, 30, 31, 32, 33, 34, and 35; All in Township 6 South, Range 10 East of the 6<sup>th</sup> P.M., in Pottawatomie County, Kansas;

Sections 1, 12, and 13, all in Township 7 South Range 9 East of the 6<sup>th</sup> P.M., in Pottawatomie County, Kansas;

The Northeast Quarter (NE  $\frac{1}{4}$ ) and the East Half of the Northwest Quarter (E  $\frac{1}{2}$ , NW  $\frac{1}{4}$ ) of Section 2; all of Sections 3, 4, 5, 6, 7, 8, 9, and 10; the North Half (N  $\frac{1}{2}$ ), the Southwest Quarter (SW  $\frac{1}{4}$ ), and the West Half of the Southeast Quarter (W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of Section 15; all of Sections 16, 17, 18, and 21; the Northwest Quarter (NW  $\frac{1}{4}$ ) and the West Half of the Northeast Quarter (W  $\frac{1}{2}$ , NE  $\frac{1}{4}$ ) of Section 22; and all of Section 28; All in Township 7 South, Range 10 East of the 6<sup>th</sup> P.M., in Pottawatomie County, Kansas;

Marshall County Portion:

The South Half (S  $\frac{1}{2}$ ) of Section 15; the East Half (E  $\frac{1}{2}$ ) of Section 16; the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 19; the South Half (S  $\frac{1}{2}$ ) and the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 20; all of Sections 21 and 22; the South Half (S  $\frac{1}{2}$ ) of Section 23; all of Sections 26, 27, 28, and 29; the East Half (E  $\frac{1}{2}$ ) of Section 30; the East Half (E  $\frac{1}{2}$ ) and the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 31; all of Sections 32, 33, 34, and 35; All in Township 5 South, Range 10 East of the 6<sup>th</sup> P.M., in Marshall County, Kansas;

The West Half (W  $\frac{1}{2}$ ) of Section 16; all of Sections 17 and 18; the North Half (N  $\frac{1}{2}$ ) and the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 19; the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 20; the West Half (W  $\frac{1}{2}$ ) of Section 30; and the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 31; all in Township 5 South, Range 10 East of the 6<sup>th</sup> P.M. in Marshall County, Kansas; the Northeast Quarter (NE  $\frac{1}{4}$ ) and the South Half (S  $\frac{1}{2}$ ) of Section 24; and all of Sections 25 and 36; all in Township 5 South, Range 9 East of the 6<sup>th</sup> P.M. in Marshall County, Kansas.

Section 5: The following described area, being the area encompassed by Fire District No. 6, County of Pottawatomie, Kansas shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

Commencing at the Northeast corner of Section 16, Twp. 6 S., Rge 8 E.; thence West to the Southeast corner of Section 7, Twp. 6 S., Rge 8 E.; thence North to the Northeast corner of said Section 7; thence West to the Southeast corner of Lot 22 of Section 6, Twp. 6 S., Rge 8 E.; thence North to the Northeast corner of said Lot 22; thence West to the Pottawatomie County line; thence South along the meandering West line of Pottawatomie County to the South line of Section 34, Twp. 8 S., Rge. 7 E.; thence East on said South line of said Section 34 and continuing East on the South line of Green Township of Pottawatomie County, Kansas, to the Southeast corner of Section 33, Twp. 8 S., Rge 8 E.; thence North to the Northeast corner of Section 28, Twp. 7 S., Rge 8 E.; thence West to the Northwest corner of said Section 28; thence North to the Northeast corner of Section 17, Twp. 7 S., Rge 8 E.; thence West to the Northwest corner of said Section 17; thence North to the Southwest corner of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 8, Twp. 7 S., Rge 8 E.; thence East to the Southeast corner of said Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 8; thence South to the Southwest corner of the North Half of the Southeast Quarter (N  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ) of said Section 8; thence East to the Southeast corner of said North Half of the Southeast Quarter (N  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ); thence North to the Northeast corner of Section 5, Twp. 7 S., Rge 8 E.; thence West to the Northwest corner of said Section 5; thence North to the Southwest corner of the West Half (W  $\frac{1}{2}$ ) of Section 20, Twp. 6 S., Rge 8 E.; thence East to the Southeast corner of said West Half (W  $\frac{1}{2}$ ) of Section 20; thence North to the Northeast corner of said West Half (W  $\frac{1}{2}$ ) of Section 20; thence East to the Southeast corner of Section 17, Twp. 6 S., Rge 8 E.; thence North to the Southwest corner of the North Half (N  $\frac{1}{2}$ ) of Section 16, Twp. 6 S., Rge 8 E.; thence East to the Southeast corner of said North Half (N  $\frac{1}{2}$ ) of Section 16; thence North to the Northeast corner of said Section 16, being the point of beginning.

Section 6: The following described area, being the area encompassed by Fire District No. 7, County of Pottawatomie, Kansas, shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

All of Wamego Township, excepting therefrom the City of Wamego.

Section 7: The following described area, being the area encompassed by Fire District No. 8, County of Pottawatomie, Kansas, shall become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

All of Emmett Township, St. Clere Township, and all of the City of Emmett.

Section 8: The following described area, being the area encompassed by St. George Township – City Fire District No. 10, Pottawatomie County, Kansas, shall

become a part of Consolidated Fire District No. 1, Pottawatomie County, Kansas, upon the effective date of this Resolution:

St. George Township and the City of St. George, Kansas.

Section 9: Pursuant to the provisions of K.S.A. 19-3612b, there is hereby established the position of Fire Supervisor for Consolidated Fire District No. 1, Pottawatomie County, Kansas. The Fire Supervisor shall be appointed by the Board of County Commissioners of Pottawatomie County, Kansas, and shall serve at the pleasure of the Board of County Commissioners, and shall receive such compensation as shall be established from time to time by the Board of County Commissioners.

Section 10: Pursuant to the provisions of K.S.A. 19-3601 and K.S.A. 12-3914(b), the Board of County Commissioners of Pottawatomie County, Kansas, is and shall continue to be the governing body of Consolidated Fire District No. 1, Pottawatomie County, Kansas.

Section 11: By reason of the establishment of the position of Fire Supervisor for Consolidated Fire District No. 1, Pottawatomie County, Kansas, and by reason of the Board of County Commissioners of Pottawatomie County, Kansas, being the governing body of Consolidated Fire District No. 1, Pottawatomie County, Kansas, it is not reasonable or necessary to have a Board of Trustees for such consolidated fire district.

Section 12: The Fire Supervisor appointed pursuant to the provisions of this Resolution shall have the duties and responsibilities set out in this Resolution, together with such further duties and responsibilities as may be assigned from time to time by the Board of County Commissioners or by the County Administrator. The duties and responsibilities set out herein shall not be deemed to remove the ultimate management and control of Consolidated Fire District No. 1, Pottawatomie County, Kansas, from the Board of County Commissioners of Pottawatomie County, Kansas, and the Board of County Commissioners of Pottawatomie County, Kansas, shall continue to constitute and shall be the governing body of Consolidated Fire District No. 1, Pottawatomie County, Kansas.

Section 13: The Fire Supervisor appointed pursuant to the provisions of this Resolution shall:

(a) Manage and operate Consolidated Fire District No. 1, Pottawatomie County, Kansas, subject however, to the ultimate management and control of said Consolidated Fire District No. 1 by the Board of County Commissioners of Pottawatomie County, Kansas.

(b) In coordination with the County Administrator, provide assistance in developing the annual budget for Consolidated Fire District No. 1, including but not limited to the gathering of data, providing information and recommendations for equipment needs, providing information and recommendations for operating supplies, and providing information and recommendations for facility improvements.

(c) In coordination with the County Administrator, and subject to the approval of the Board of County Commissioners, purchase equipment and supplies for Consolidated Fire District No. 1. Any expenditure of funds for Consolidated Fire District No. 1 shall require the approval of the Fire Supervisor, the County Administrator, and the Board of County Commissioners.

(d) Make recommendations to the County Administrator and to the Board of County Commissioners regarding the purchase of equipment and rolling stock, and the location and size of fire stations.

(e) Maintain an inventory of all equipment and supplies held by Consolidated Fire District No. 1.

(f) Recommend the sale and disposition of surplus equipment held by Consolidated Fire District No. 1 to the Board of County Commissioners.

(g) Assign equipment and supplies to the various fire stations located within Consolidated Fire District No. 1.

(h) Appoint a fire chief for each fire station located within Consolidated Fire District No.1, together with such assistant fire chief(s), as the Fire Supervisor deems reasonable and necessary. The appointment of a Fire Chief or Assistant Fire Chief(s) shall be at the discretion and at the pleasure of the Fire Supervisor, and the Fire Supervisor may terminate the Fire Chief and any Assistant Fire Chief at any time and may appoint another person as Fire Chief or Assistant Fire Chief. Except in emergencies, the Fire Supervisor should consult with the County Administrator and with the Board of County Commissioners before terminating a Fire Chief or Assistant Fire Chief.

(i) Establish written duties and responsibilities for any Fire Chief and Assistant Fire Chief appointed by the Fire Supervisor.

(j) Establish written chain of command responsibilities within Consolidated Fire District No. 1.

(k) Establish and coordinate with other fire districts within Pottawatomie County, Kansas, written chain of command responsibilities for fires or fire calls or other responses involving more than one fire district or fire department.

(l) Coordinate with Emergency Management in Pottawatomie County and any other County deemed necessary by the Fire Supervisor, written chain of command responsibilities for fires, fire calls, emergencies, or other responses involving Consolidated Fire District No. 1.

(m) Serve as a liaison between Consolidated Fire District No. 1, and any other Fire Department or Fire District, in this County or any other jurisdiction; with Emergency Management Department(s) in this County or any other jurisdiction; with law enforcement agencies in this County or any other jurisdiction; and with any other Department or Agency or Governmental entity, relating to said Consolidated Fire District No. 1.

(n) Develop, provide, and coordinate fire prevention and suppression training, programs, activities, education, operational guidance, and technical expertise for Consolidated Fire District No. 1 and for any other Fire Districts in Pottawatomie County, Kansas, and to business and property owners in Pottawatomie County, Kansas.

(o) Serve as the Pottawatomie County Command and Control for structural fire emergencies and hazardous materials incidents.

(p) Assist in the investigation of fires within Pottawatomie County, Kansas, and work with the State Fire Marshall's Office where necessary. Notwithstanding the provisions of this paragraph, the primary responsibility for the investigation of crimes involving fires shall rest with the Pottawatomie County Sheriff's office and the State Fire Marshall's office.

(q) Advise the Board of County Commissioners regarding Fire District Boundaries, including recommendations for any changes or adjustments of said boundaries.

(r) Maintain mutual aid agreements between Consolidated Fire District No. 1 and other fire districts, fire departments, whether in this County or any other County or City.

(s) Interact with local communities to ensure program effectiveness and responsiveness, and maintain contact and relationships with appropriate individuals and agencies at the local, state, and federal levels.

(t) Analyze fire responses and provide information and recommendations to the Board of County Commissioners regarding such information and trends.

(u) Perform After-Action Reviews of all major incidents involving Consolidated Fire District No. 1.

(v) Administer all internal and external operational concerns and personnel issues.

(w) Provide and/or coordinate grant related support to the Fire District.

(x) Analyze water supplies for fire protection services and work with municipalities and rural water districts.

(y) In the temporary absence of the Fire Supervisor, the Director of Pottawatomie County Emergency Management shall have the authority of and shall act as the Fire Supervisor.

Section 14: Pursuant to K.S.A. 12-3913, this Resolution shall be published once each week for two consecutive weeks in the official county newspaper. This Resolution shall be subject to protest petition and election as provided by K.S.A. 12-3913. The consolidation provided for by this Resolution shall take effect on January 1, 2014.

Section 15: The fire districts consolidated by this Resolution, as they existed prior to the effective date of the creation of Consolidated Fire District No. 1, Pottawatomie County, Kansas, are dissolved and disorganized as of January 1, 2014, all pursuant to the provisions of K.S.A. 12-3913.

Section 16: The amount of tax necessary to levied within the boundaries of the consolidated fire district established by this Resolution shall not exceed the maximum mill levy provided by K.S.A. 12-3913, as the same may be subsequently amended. Subject to the maximum mill levy provided by law, the mill levy for said Consolidated Fire District No. 1 shall be determined annually by the Board of County Commissioners of Pottawatomie County, Kansas.

Section 17: Pursuant to the provisions of K.S.A. 12-3916, the books, papers, equipment and other real and personal property belonging to the fire districts and departments consolidated herein shall be transferred to and shall become the property of the Consolidated District established by this Resolution, subject to any debts, leases or other obligations that encumber such property.

Section 18: Pursuant to the provisions of K.S.A. 12-3916, all funds in the treasury of any of the fire districts consolidated hereunder on the effective date of consolidation may be applied to the payment of any outstanding indebtedness, including bonded indebtedness, of such fire district, and may be transferred to the treasury of the consolidated fire district created hereunder as determined by the Board of County Commissioners of Pottawatomie County. Any debt service fund of such fire district at the effective date of consolidation may be transferred to the consolidated fire district created by this Resolution. Any money transferred from the debt service fund of the fire district shall be credited to the debt service fund in the consolidated fire district created hereunder. The debt service fund of the consolidated fire district created hereunder shall be kept separate from any other debt service fund.

Section 19: Pursuant to the provisions of K.S.A. 12-3917, if a fire district being consolidated herein, at the time of such consolidation, has any outstanding indebtedness, such indebtedness shall be paid for by the levying of taxes upon all the property in that district prior to the effective date of consolidation.

Section 20: The consolidation of fire districts under this Resolution shall not affect the rights of any firefighter serving in the department of any such district to benefits under any retirement or relief association program accrued prior to the consolidation, however, the consolidated district created hereunder may provide different benefits than those previously provided to the firefighters of the fire districts or departments that are consolidated.

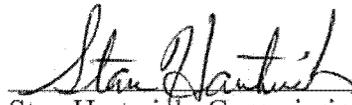
Section 21: All County Resolutions or portions of County Resolutions in conflict with this Resolution are hereby repealed.

Passed and adopted by the Board of County Commissioners of Pottawatomie County, Kansas, this 10 day of June, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF POTTAWATOMIE COUNTY, KANSAS



Dennis P. Weixelman, Chairman



Stan Hartwich, Commissioner



Gary Yenzler, Commissioner



Attest



County Clerk

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# Deed Record, No. 66.

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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 Drain-  
age District, Pottawatomie County, Kansas;  
--:--

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. Larimer 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 Right of-way or land of the Union Pacific Railroad Company and certain lands of private owners described in said application and condemned and appropriated for use by said District in widening, deepening and otherwise improving Lost Creek and Welch Creek, two certain natural water courses in said District, to prevent the overflow thereof, and for the further construction of levees, canals, drains and other works, all within said District, and all 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 June 18, 1917, 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 said June 18, 1917, as by law required, and

WHEREAS, It appears that said Board of Directors on this September 24, 1917, 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 "A" 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 Edward Regnier, Henry Ferguson and Lyman Ault, three freeholders 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 24th day of September, 1917.

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

Filed for record the 29th day of Sept, 1917 at 8 o'clock A. M.

Ruth E. Haterius  
Register of Deeds.

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- 1 -

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 Right-of-way or land of the Union Pacific Railroad Company and certain lands of private owners for use by said District in widening, deepening and otherwise improving Lost Creek and Welch Creek, two certain natural water courses in said District, to prevent the overflow thereof, 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 June 18, 1917; 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 said June 18, 1917, 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 A" and made a part hereof; and that said Board of Directors on this September 24, 1917, 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 "A" 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 24th day of September, 1917.

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

BY W. A. S. Bird

J. B. Larimer

E. M. Brunner

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

Belvue, Kansas.

Exhibit "A".

Gentlemen:

I find it necessary to appropriate certain lands for use in widening and straightening and changing the channel of Lost Creek, Welch Creek, and for the construction of a diagonal relief ditch; 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:

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## WELCH CREEK.

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, the right of way across the Union Pacific Railway right of way between section 2 T 10 R 11 and section 35 T 9 R 11 along a part of the southwest quarter of 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; <sup>a part of the northeast quarter section 3-10-11</sup> 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.

## RELIEF DITCH.

A part of the N. E.  $\frac{1}{4}$  of Section 3 T. 10 R. 11. A part of the Union Pacific right of way between Section 3 T. 10 R. 11 Section 34 T 9 R 11 and 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, All of the land herein before mentioned are more particularly described as follows:

----L O S T C R E E K.----  
P. Young.

Beginning with the intersection of the South line of the Union Pacific right of way and the section line between section 2 & 3 township 10 R. 11, thence West 65 feet thence S. 1700 feet more or less to the center of the present ditch, thence to a point 65 feet east to the North and South Section line between section 2 & 3 and 1840 feet South of the South line of the Union Pacific Rail Road Co's right of way as now fenced; thence North parallel with Section line 1940 feet, thence west 65 feet to the point of beginning containing 5.3 acres, also beginning at the Southwest corner of the Northwest quarter section 2 T 10 R 11, thence North 750 feet thence east 75 feet thence S 750 feet, thence west 75 ft., to the point of beginning containing 1.3 acres.

## UNION PACIFIC RAIL ROAD CO.

Beginning at a point at the 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 T 9 R 11 E, thence west 65 feet, thence south 100 feet thence east 130 feet, thence north 100 feet, thence west 65 feet to point of beginning.

## H. E. SHORTT.

Beginning with the intersection of the east line of Section 34 T 9 R 11 to the north line of the Union Pacific Company's right of way as now fenced, thence west 65 feet, thence north 2100 feet, thence northwesterly to a point 170 west of the northeast corner of the southwest said section 34, thence east 130 feet, thence southeasterly to a point 200 feet south of the said northeast corner of said Section 34, thence south along the east line of section 34, 2350 feet of the north line of the Union Pacific Railroad company's right of way, thence west 65 feet to point of beginning containing 4.04 acres.

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J. B. WEEKS et al.

Beginning at the intersection of the west line of section 35 T 9 R 11 E with the North line of the Union Pacific Railroads Company's right of way as now fenced, thence north 2350 feet, thence southeasterly to a point which is 65 feet east and 350 feet south to the northwest corner of the southwest  $\frac{1}{4}$  section 35, thence south 2210 more or less to the north line of the Union Pacific Railway' Company's right of way, thence west 65 feet to place of beginning, containing 3.3 acres.

R. F. CASE.

Beginning at the point 350 feet west and 300 feet north of the southeast corner of the northeast quarter section 34 T 9 R 11, thence northwesterly 700 feet more or less to a point 370 feet east and 750 feet north to the southwest corner of the east  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of said section 34, thence north easterly at right angles to first course 130 feet, thence southeasterly parallel of first course 750 feet, thence southwesterly right angles 130 feet to point of beginning containing 2.1 acres.

J. M. Shortt.

A strip of land  $37\frac{1}{2}$  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 feet south and 75 feet east of the center of said Section 27, containing .78 of an acre.

J. W. EVERETT.

Com. at the S. W. Corner of the S. W.  $\frac{1}{4}$  of section 2 T 10 S. R. 11 E; thence N. 2640 feet to the N. W. Corner of said  $\frac{1}{4}$  section, thence E. 75 feet, thence S. parallel to the W line of said section 2640 feet, thence W. 75 feet to the place of beginning containing 4.55 Acres.

H. E. SHORT.

Commencing at the Section corner of section 2-3-10 and 11, T. 10 S. R. 11 E; thence north along the section line 3480 feet; thence west 75 feet; thence south parallel to section line 3480 feet; thence east 75 feet, to place of beginning containing 5.9 acres.

WELCH CREEK.

J. L. WELSH.

Beginning at a point 680 feet north of the southeast corner of the north half of the northwest quarter section 35 T 9 R 11, thence southwesterly to the center of present channel of Welch Creek 180 feet north of the south line to the north half of the northwest said section 35; thence southeasterly at right angles of first course 40 feet, thence northwesterly parallel to first course to the north and south quarter line of said section 35, thence north to beginning containing .69 acres; also beginning at a point in the present channel of Welch creek 550 feet west of the north and south quarter line of section 35 T 9 R 11 E said point being 170 feet north of the south line of the north half of the northwest quarter of said section 35, thence east 40 feet, thence south 170 feet, thence 80 feet thence north 170 feet, thence east 40 feet to place of beginning containing .31 acres.

R. P. CASE.

Beginning in the present center channel of Welch Creek with its intersection with the north line of the south half of the northwest quarter section 35 T 9 R 11 500 feet west of the east line of said northwest quarter; thence west 40 feet thence south to the south line of said quarter, thence east 80 feet thence north to the north line of the south half of said quarter thence 40 feet to point of beginning containing 2.45 acres.

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C. A KLINE.

Commencing in the center of an old ditch with the intersection of the north line of the southwest quarter section 35 T 9 R 11, thence west 40 feet, thence south 2550 feet to the north line of the Union Pacific Railroad Company's right of way; thence east 80 feet, thence North parallel to first course to the north line of the southwest quarter of said section 35, thence west 40 feet to place of beginning containing 4.7 acres.

UNION PACIFIC RAILROAD COMPANY.

Beginning on the north line of the Union Pacific Railroad Company's right of way in the southwest quarter section 35 T 9 R 11, 50 feet north of the center of the bridge 96 A, thence east 40 feet thence south 100 feet, thence west 80 feet thence north 100 feet, thence east 40 feet to point of beginning.

P. YOUNG.

Beginning on the north line of Section 2 T 10 R 11 50 feet south of the center of the Union Pacific Bridge 96 A, thence east 40 feet, thence south to the south line of the northwest quarter section 2 T 10 R 11, thence west 80 feet, thence north to the north line of said quarter section, thence east 40 feet to place of beginning containing 4.86 acres.

J. W. EVERETT

A strip of ground 40 feet on either side on the center of the present Lost Creek channel in the south east quarter of section 2 T 10 R 11 containing 1.66 acres.

H. PASSEMIER.

A strip of land 40 feet on either side of the center of the present channel of Lost Creek through the South east quarter section 2 T 10 R 11 containing 5.62 acres.

H. Passemier.

A strip of land 40 feet on either side on the center of the present Lost Creek channel in the northwest quarter of section 11 T 10 R 11 containing .92 acres.

LANDS PERMANENTLY APPROPRIATED FOR THE CONSTRUCTION  
OF RELIEF 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.

H. E. Shortt.

Commencing 1668 feet north of the south east corner of the northeast corner, section 3-10-11; thence northwesterly to the north line of said Section 3, to a point 600 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.

H. E. Shortt.

Commencing at a point 600 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 825 ft. W. of the E. line of Sec. 34; thence east 80 feet; thence in a northwesterly direction 2650 ft.; thence west 40 ft. to the place of beginning, containing 4.89 acres.

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H. E. Shortt.

Commencing at the center of section 34, T. 9 S. R. 11, east; thence south along the quartersection line 600 feet; thence east 40 feet; thence north parallel to said quarter section line 600 feet; thence west 40 feet to place of beginning containing 0.50 acres.

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 north 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.

J. M. Houston.

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

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 Beginning containing 5.03 acres.

JMO. 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 section 27; thence 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 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 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. 2.28 acres. Also a strip of land beginning at the intersection of said line Section 28 T. 9 R. 11 and the east line of public highway thence north 200 feet thence east 50 ft thence south 200 feet thence west 50 ft. to beginning containing .25 acres.

Approved and adopted by the Board of Directors of The Elvée Drainage District, Pottawatomie County, Kansas, June 18th, 1917.  
F. G. Keeper, Secretary.

V. R. Parkhurst, *(Written)*  
Engineer *(Seal)*

Filed for Record Sept. 29, 1917 at 8 o'clock A. M.

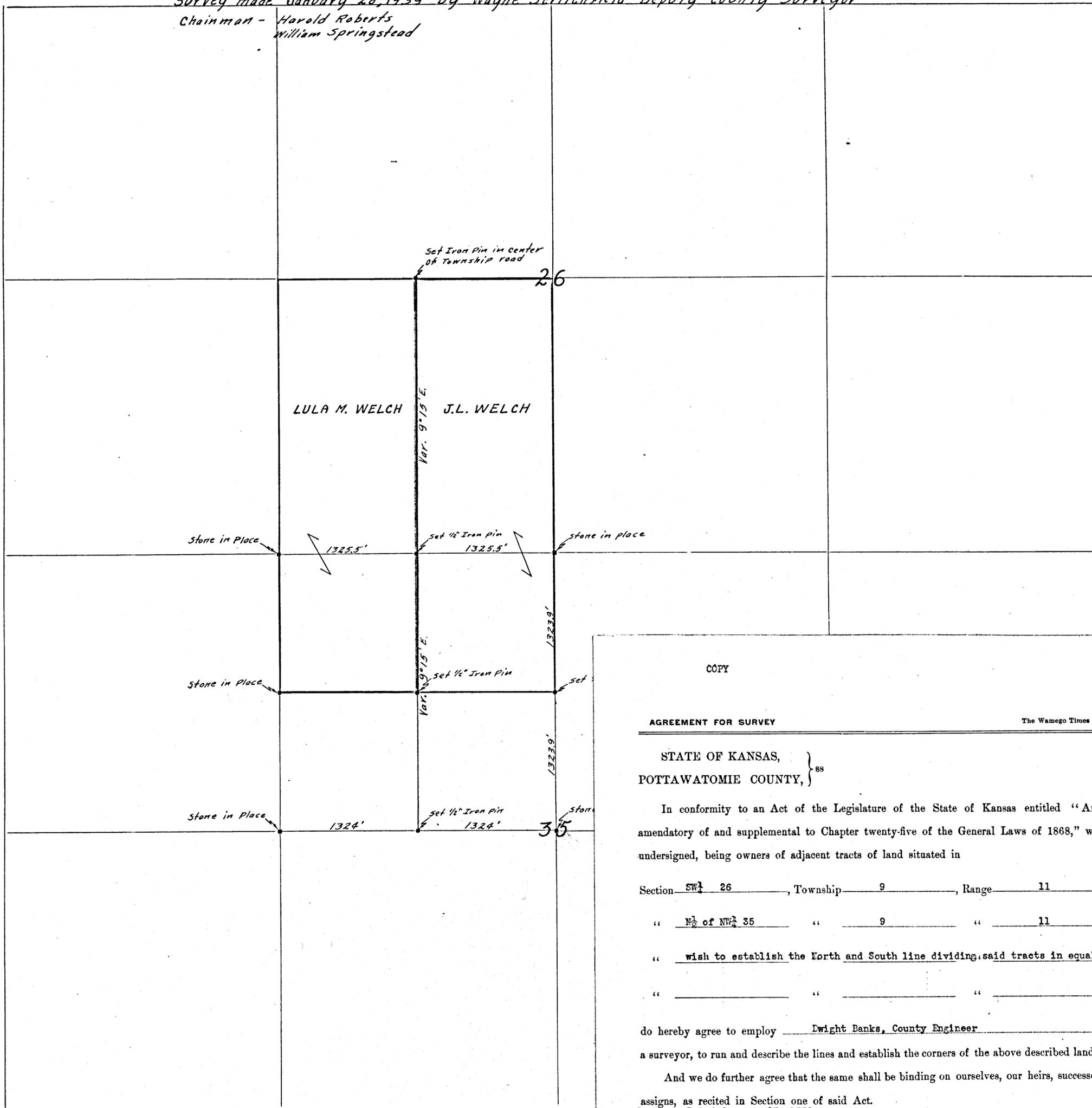
*Ruth E. Harrison*  
Register of Deeds.

Copyright, 1891, by B. A. Bailley, Topeka, Kansas.

BLANK-SURVEYOR'S PERMANENT RECORD FOR FILING WITH REGISTER OF DEEDS-KANSAS.

Survey made January 28, 1939 by Wayne Scritchfield Deputy County Surveyor

Chainman - Harold Roberts  
William Springstead



COPY

AGREEMENT FOR SURVEY

The Wamego Times print

STATE OF KANSAS, }  
POTTAWATOMIE COUNTY, } ss

In conformity to an Act of the Legislature of the State of Kansas entitled "An Act amendatory of and supplemental to Chapter twenty-five of the General Laws of 1868," we, the undersigned, being owners of adjacent tracts of land situated in

Section SW 1/4 26, Township 9, Range 11 and

" N 1/2 of NW 1/4 35 " 9 " 11 "

" wish to establish the North and South line dividing said tracts in equal parts

" \_\_\_\_\_ " \_\_\_\_\_ " \_\_\_\_\_ "

do hereby agree to employ Dwight Banks, County Engineer  
a surveyor, to run and describe the lines and establish the corners of the above described lands.

And we do further agree that the same shall be binding on ourselves, our heirs, successors and assigns, as recited in Section one of said Act.  
Dated January 27, 1939

J. L. Welch

Lula Welch

Marguerite Prickett

Harriet E. Griffith

Ethel M. Welch

Executed in presence of

B. C. Pickering

STATE OF KANSAS }  
POTTAWATOMIE CO. } ss.

This instrument was filed for record  
January 30, 1939-3 P. M.  
and duly recorded in book 2  
of surveys  
at page 14

By H. F. Hershey  
Deputy

NOTE.—SCALE

This diagram is to be used in platting either one, four, or sixteen sections. When used for one section

General Statutes 1901, § 1803: "And no diagram shall be co

NOTE.—For field-notes and report, see the back of this sheet.

