Cover page for:

Preliminary Title Insurance Schedules prepared by St. Louis Title, LLC (File Number: 10338STL)

For March 30, 2021 auction to be conducted by Schrader Real Estate and Auction Company, Inc. on behalf of General Receiver of Seba Bros. Farms, Inc.

Note 1: The following pages include copies of all recorded documents listed as exceptions in the preliminary Sch. B-II (except those described in exceptions 82, 83 and 84 which are to be *removed at closing*).

Note 2: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are crossed-referenced in the tables below.

Auction Tract	Title Tract
Numbers:	Numbers:
1	14, 15
2	15
3	5, 6, 7, 11, 12, 13
4	11, 12
5	23
6	23
7	23
8	5, 7, 8
9	5, 9
10	5, 9
11	18
12	16, 17
13	16
14	20, 21
15	20
16	21
17	19
18 *	19 *
19	18
20	1, 2, 3
25	3, 4
26	3

Title Tract Numbers:	Auction Tract Numbers:
1	20
2	20
3	20, 25, 26
4	25
5	3, 8, 9, 10
6	3
7	3, 8
8	8
9	9, 10
10	(Not part of auction)
11	3, 4
12	3, 4
13	3
14	1
15	1, 2
16	12, 13
17	12
18 *	11, 19 *
19	17, 18
20	14, 15
21	14, 16
22	(Not part of auction)
23	5, 6, 7

* Auction Tract 18 may also include part of Title Tract 18

* Title Tract 18 may also include part of Auction Tract 18



Escrow Officer: Laura Vermeland Escrow Officer Email: Ivermeland@stltitle.com

Title Officer: Jeanie Niemeyer

File No: 10338STL Client File #:

Revision #: 1, Print Date: February 24, 2021

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A Issued by Fidelity National Title Insurance Company

- 1. Commitment Date: February 21, 2021, at 8:00 AM
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Proposed Insured: Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy Proposed Insured: Proposed Policy Amount:
- 3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
- 4. Title to the said estate or interest in the Land is at the Commitment Date vested in: Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. by reason of name change with Missouri Secretary of State
- 5. The land is described as follows: SEE ATTACHED EXHIBIT "A"

Fidelity National Title Insurance Company Countersigned: St. Louis Title, LLC License No. 8019762

Bv:

Authorized Signatory

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EXHIBIT "A"

TRACT 1:

The Northwest Quarter of the Northwest Quarter, Section 34, Township 45, Range 33, in Cass County, Missouri.

TRACT 2:

The West Half of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 45, Range 33, Cass County, Missouri, SUBJECT TO that part thereof in road.

TRACT 3:

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, EXCEPT the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof, SUBJECT TO the existing county roads.

TRACT 4:

The Northwest Quarter of the Southwest Quarter of the Northeast Quarter in Section 34, Township 45, Range 33, in Cass County, Missouri.

TRACT 5:

The Northeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33 and the East 24 acres of the Northwest Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, EXCEPT that part conveyed to Harold A. Seba and Robyn J. Seba, husband and wife by Warranty Deed of record in Book 1471 page 134.

and

The Southwest Quarter of the Southeast Quarter and the South Half and the West 33 feet of the North Half of the West 16 acres of the Northwest Quarter of the Southeast Quarter, all in Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 6:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 7:

The Southeast Quarter of the Southwest Quarter of Section 33, in Township 45, of Range 33, in Cass County, Missouri.

TRACT 8:

The South Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, in Cass County, Missouri.

TRACT 9:

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The North Half of the West 16 acres, EXCEPT the West 33 feet thereof, of the Northwest Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 10:

Part of a tract of land described in Book 1410 page 287 in the Office of the Recorder of Deeds, Cass County, Missouri, being part of Lot 7 of the Northeast Quarter and part of Lot 7 of the Northwest Quarter all in Section 5, Township 44, Range 33, Cass County, Missouri, described as follows:

Beginning at the Northwest corner of Lot 7, of the Northwest Quarter of Section 5, aforesaid, run thence East along the North line thereof, 1980.05 feet to the True Point of Beginning of the tract to be described; continuing thence East along the North line of Lot 7 of the Northwest Quarter of said Section 5, 554.87 feet to the Northwest corner of Lot 7 of the Northeast Quarter of said Section 5; thence South 89 degrees 53 minutes 56 seconds East along the North line of Lot 7 of the Northeast Quarter of said Section 5, 737.21 feet; thence South 00 degrees 42 minutes 57 seconds East, 1888.35 feet to a point on the South line of Lot 7 of the Northeast Quarter of said Section 5; thence South 89 degrees 07 minutes 59 seconds West along the South line thereof, 737.14 feet to the Southwest corner of Lot 7 of the Northeast Quarter of said Section 5, 1100.74 feet; thence West, 819.00 feet to the approximate center line of an existing ditch; thence North 35 degrees 40 minutes 00 seconds East along the centerline, 140.77 feet; thence North 29 degrees 11 minutes 17 seconds East along said centerline, 169.31 feet; thence North 375.06 feet to the True Point of Beginning.

TRACT 11:

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, lying East of the centerline of Missouri State Route D (Homes Road), as now located and established, SUBJECT TO that part thereof included in the right-of-way of said Route D.

TRACT 12:

Part of a tract of land described in Book 704 page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, described as follows:

From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of



File No: 10338STL

Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an arc length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East, 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West, 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an arc length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

TRACT 13:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45 North, Range 33 West of the 5th Principal Meridian in Cleveland, Cass County, Missouri, thence on an assumed bearing of South 04 degrees 38 minutes 08 seconds East a distance of 35.15 feet to a point in the South right-of-way line of Route Y for the Point of Beginning of the land to be described; thence continuing on South 04 degrees 38 minutes 08 seconds East a distance of 302.41 feet; thence North 89 degrees 55 minutes 06 seconds West a distance of 405.51 feet to a point in the Southeasterly right-of-way line of Route D; thence North 34 degrees 20 minutes 37 seconds East along said right-of-way line a distance of 334.15 feet; thence along a curve to the left having a radius of 1186.28 feet and an arc distance of 33.14 feet to a point in the South right-of-way line of 88 seconds East along said right-of-way line a distance of 88 seconds East along said right-of-way line a distance of 33.14 feet to a point in the South right-of-way line of 80 seconds East along said right-of-way line and an arc distance of 33.14 feet to a point in the South right-of-way line a distance of 174.26 feet to the Point of Beginning.

TRACT 14:

The Southeast Quarter of the Southwest Quarter of Section 28, Township 45, Range 33, Cass County, Missouri.

TRACT 15:

The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, and;

The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

TRACT 16:

The Southwest Quarter of the Southeast Quarter all in Section 28, Township 45, Range 33, EXCEPT that part thereof in road, Cass County.

TRACT 17:

The Northwest Quarter of the Northeast Quarter of Section 33, in Township 45, Range 33, Cass County, Missouri.

TRACT 18:

Part of the Southwest Quarter of the Northeast Quarter, and part of the East Half of the Northeast Quarter, in Section 33, Township 45, Range 33, Cass County, Missouri, described as follows:



From the Southeast corner of the Northeast Quarter of Section 33, aforesaid, run thence North 89 degrees 37 minutes 02 seconds West along the South line thereof, 1047.55 feet; thence North 3 degrees 56 minutes 34 seconds West, 33.08 feet to a point on the North right of way line of Missouri State Route Y as now located, said point being the True Point of Beginning of the tract to be described; thence North 89 degrees 34 minutes 32 seconds West along the North right of way line of said Missouri State Route Y, 151.06 feet to a point on the East line of a tract of land described in Book 1632 page 206 in the office of the Recorder of Deeds in Cass County, Missouri, thence North 1 degree 32 minutes 44 seconds West along the East line of said tract of land, 212.79 feet to the Northeast corner of said tract of land; thence South 89 degrees 43 minutes 20 seconds West along the North line of said tract of land, 160.50 feet to the Northwest corner of said tract of land; thence South 2 degrees 58 minutes 59 seconds East along the West line of said tract of land, 211.32 feet to a point on the North right of way line of said Missouri State Route Y; thence North 89 degrees 46 minutes 32 seconds West along said right of way line, 488.41 feet to a point on the East line of a tract of land described in Boo 2175 page 47; thence North 3 degrees 45 minutes 53 seconds West along the East line of said tract of land and a tract of land described in Book 1205 page 196 in the office of the Recorder of Deeds in Cass County, Missouri, 1311.48 feet to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 33; thence South 89 degrees 40 minutes 01 seconds East along the North line of said Quarter Quarter Section, 516.99 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 33; thence North 3 degrees 56 minutes 34 seconds West, 1345.99 feet to the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 30 minutes 55 seconds East along the North line of said **Ouarter Ouarter Section, 1321.22 feet to the Northeast corner of the Northeast Ouarter of said** Section 33; thence South 3 degrees 56 minutes 51 seconds East along the East line of the Northeast Quarter of said Section 33, 180.57 feet to a point on the West right of way line of Missouri State Route Y as now located; thence along said right of way line on a curve to the left, having a radius of 353.31 feet, a chord bearing of South 9 degrees 20 minutes 28 seconds West, and an arc length of 164.44 feet; thence South 3 degrees 59 minutes 32 seconds East along said right of way line, 497.19 feet; thecae South 3 degrees 58 minutes 32 seconds East along said right of way line, 804.80 feet; thence North 89 degrees 36 minutes 31 seconds West, 1010.70 feet; thence South 3 degrees 56 minutes 34 seconds, East 1010.70 feet to the True Point of Beginning.

TRACT 19:

The Southeast Quarter of the Southeast Quarter of Section 28, Township 45, Range 33, Cass County, Missouri, EXCEPT that part in road.

TRACT 20:

The Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 28, EXCEPT a tract described as 4.7 acres, more or less, beginning on the North bank of Grand River and on the line dividing on the East and West halves of the Southeast Quarter of said Section 28; thence North on subdivision line 56 rods; thence West to center of river; thence Southeasterly with meanderings of said river to Place of Beginning; and ALSO EXCEPT a tract beginning 19.86 chains South and 4.2 chains West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North 686 feet; thence West 2.25 chains; thence South 686 feet; thence East to the Place of Beginning, all in Township 45, Range 33, Cass County, Missouri.

TRACT 21:

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Southwest Quarter of the Northeast Quarter, in Section 28, Township 45, Range 33, Cass County, Missouri, described as beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, aforesaid, run thence South 2 degrees 15 minutes 13 seconds East along the East line thereof, 1321.74 feet to the Southeast corner of said Quarter Quarter Section; thence North 89 degrees 38 minutes 27 seconds West along the South line of said Quarter Quarter Section, 1319.05 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 2 degrees 09 minutes 55 seconds West along the West line of said Quarter Quarter Section, 1006.02 feet to a point in the approximate centerline of Grand River as now located; thence Northerly along the meanderings of the approximate centerline of Grand River the following courses: North 70 degrees 58 minutes 49 seconds West, 95.44 feet; thence North 62 degrees 22 minutes 26 seconds West, 85.33 feet; thence North 44 degrees 07 minutes 33 seconds West, 74.28 feet; thence North 28 degrees 48 minutes 08 seconds West, 80.61 feet; thence North 2 degrees 56 minutes 15 seconds East, 30.31 feet; thence North 30 degrees 10 minutes 46 seconds East, 32.46 feet; thence North 37 degrees 39 minutes 25 seconds East, 57.85 feet; thence North 26 degrees 15 minutes 05 seconds East, 60.58 feet; thence North 7 degrees 41 minutes 11 seconds East, 95.81 feet; thence North 5 degrees 20 minutes 56 seconds West, 66.66 feet; thence North 20 degrees 06 minutes 48 seconds West, 37.35 feet; thence North 40 degrees 49 minutes 56 seconds West, 178.25 feet; thence North 34 degrees 05 minutes 01 seconds West, 49.20 feet; thence North 7 degrees 13 minutes 42 seconds West, 86.63 feet; thence North 20 degrees 02 minutes 35 seconds West, 79.32 feet; thence North 28 degrees 22 minutes 22 seconds West, 59.82 feet; thence leaving the approximate centerline of said Grand River, North 87 degrees 15 minutes 54 seconds East along an existing fence line and the projection thereof, 357.39 feet to a point on the East line of the Southwest Quarter of the Northeast Quarter of said Section 28; thence South 2 degrees 10 minutes 44 seconds East along said East line, 639.90 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence South 89 degrees 37 minutes 24 seconds East along the North line of said Quarter Quarter Section, 1317.03 feet to the Point of Beginning; EXCEPT THEREFROM the following described tract of land: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, aforesaid, run thence South 2 degrees 15 minutes 13 seconds East along the East line thereof, 1280.74 feet to the center of the County Road running West; thence South 89 degrees 26 minutes 17 seconds West, along the centerline of said County Road, 701.00 feet to the True Point of Beginning; thence continuing South 89 degrees 26 minutes 17 seconds West, 295.16 feet; thence North 0 degrees 33 minutes 43 seconds West, 295.16 feet; thence North 89 degrees 26 minutes 17 seconds East, 295.16 feet; thence South 0 degrees 33 minutes 43 seconds East, 295.15 feet to the Point of Beginning.

TRACT 22:

Part of a tract of land described in Book 1410 page 218 and Book 741 page 126 in the Office of the Recorder of Deeds, in Cass County, Missouri, being part of the West Half of Lot 7 of the Northwest Quarter of fractional Section 5, Township 44, Range 33, Cass County, Missouri, described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company.. 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; and a counter signature by the Company or its issuing agent that may be in electronic form.. **27C165B72**

Beginning at the Northwest corner of Lot 7 of the Northwest Quarter of fractional Section 5, aforesaid, run thence South 00 degrees 21 minutes 27 seconds East along the West line thereof, 1938.90 feet to the Southwest corner of said Lot 7; thence North 89 degrees 08 minutes 25 seconds East along the South line thereof, 42.55 feet to a point on the East right-of-way line of Missouri State Route D as now located, said point being the True Point of Beginning of the tract to be described; thence North 0 degrees 26 minutes 122 seconds West along said right-of-way, 12.90 feet; thence along said right-of-way line on a curve to the right, having a radius of 7274.41 feet, a chord bearing of North 02 degrees 13 minutes 32 seconds East, and an arc length of 676.00 feet; thence North 61 degrees 21 minutes 47 seconds East, 115.26 feet; thence North 74 degrees 19 minutes 17 seconds East, 183.22 feet; thence North 84 degrees 25 minutes 00 seconds East, 484.62 feet; thence South 0 degrees 33 minutes 00 seconds East, 828.18 feet to a point on the South line of Lot 7 of the Northwest Quarter of said fractional Section 5; thence South 89 degrees 08 minutes 25 seconds West along said South line, 794.08 feet to the True Point of Beginning.

TRACT 23:

The West Half of Lot 7 of the Northwest Quarter of Section 4, in Township 44, Range 33, in Cass County, Missouri.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company.. 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; and a counter signature by the Company or its issuing agent that may be in electronic form.. **27C165B72**

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

Issued by Fidelity National Title Insurance Company

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.
- 5. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

- 6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.
- 7. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.
- 8. If there has been construction, improvements or repairs to or upon the subject property within the last twelve (12) months, neither this commitment, nor any policy of title insurance issued pursuant to this commitment, will insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

The Company may provide, but is not obligated to provide, such insurance upon the lender, builder or owner making satisfactory arrangements with the Company for the furnishing for review of final affidavits, lists of contractors and suppliers, schedule of disbursements, final waivers of lien, and other information and indemnities that the Company may require. The Company will charge a to be determined fee for such a review. If such insurance is to be requested or required, the Company must be informed of same prior to any closing.

Should any portion of the loan proceeds secured by any Deed of Trust to be insured hereunder be used for construction, improvements or repairs, the Company must be notified in writing, and hereby reserves the right to add additional requirements or exceptions to this commitment. Failure to notify the Company in writing before closing will invalidate any mechanic's lien coverage given by the policy.

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File No: 10338STL

 Section 381.022.5 RSMo (effective 08/28/2016) requires, in part, that a title insurer, title agency or title agent may not act as an escrow, settlement, or closing agent in a residential real estate transaction unless, as part of the same transaction, the title agency or title agent issues a commitment, binder, or title insurance policy, and Closing Protection Letters (CPL) have been issued protecting the buyer/lender and seller interests.

The statute does not specifically define the CPL, but each title underwriter has filed with the Missouri Department of Insurance a form CPL which generally indemnifies a buyer, lender or seller solely against losses, not to exceed the amount of the settlement funds, only because of the following acts of the title agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insureds when agreed to by the title agency or title agent relating to the title insurance coverage.

The issuance of the CPL is mandatory, and the statute does not permit any waiver of the protections provided by the CPL by any party to the transaction.

Each CPL has a fee of \$25.00.

- 10. Original "wet ink" signatures for all documents to be recorded, or digital reproductions of "wet ink" signatures on other documents, shall be required for all documents that require a signature, unless such requirement is expressly waived by the Company. Under no circumstances shall the use of e-mails, text messages or other electronic communications constitute an agreement to accept electronic or computer generated signatures with respect to the transaction contemplated by this commitment.
- 11. The Company has prepared this Commitment assuming the issuance of a standard form ALTA 2006 (Rev. 2016) owner and/or lender policy without any endorsements. The prospective owner and/or lender must notify the Company in writing not less than ten (10) business days prior to closing if the owner and/or lender requires any specific endorsement(s) to the policy. The Company may then make additional requirements or exceptions to this Commitment.
- 12. If the proposed insured elects to obtain a Surveyor's Real Property Report of the subject land in lieu of a survey prepared in accordance with Missouri Minimum Standards for Property Boundary Surveys, also known as a boundary or stake survey, the following exception will appear in Schedule B of the Owner's Policy when issued:

Any discrepancies between the actual boundaries of the land and the apparent boundaries as indicated by fences, plantings or other improvements.

- 13. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.
- 14. 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.
- 15. Any documents requiring notarization to be tendered to Company that will be notarized by a notary public appointed by The State of Virginia must be delivered for review no less than 72 hours prior to closing.
- 16. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- 17. Pay any unpaid Sewer Assessments, if any.
- 18. Pay any unpaid Subdivision Assessments, if any.
- 19. Pay 2020 delinquent general taxes by the County of Cass.

NOTE: The following is provided for informational purposes only. While we have obtained this information from sources we consider to be reliable, we do not guarantee its accuracy. You should contact the Assessor's office to verify the information.

TRACT 1: Property Address: 2707 East State Route Y Tax I.D. No.: 2579700 2020 St./Co./Ci. Real Estate Tax: \$1,076.50 (delinquent) 2020 Assessed Value: \$13,240.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 2:

Property Address: East State Route Y Tax I.D. No.: 2580300 2020 St./Co./Ci. Real Estate Tax: \$24.19 (delinquent) 2020 Assessed Value: \$310.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 3:

Property Address: South Laffoon Road Tax I.D. No.: 2579801 2020 St./Co./Ci. Real Estate Tax: \$1,663.52 (delinquent) 2020 Assessed Value: \$20,460.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 4: Property Address: 24514 South Laffoon Road Tax I.D. No.: 2579800 2020 St./Co./Ci. Real Estate Tax: \$30.91 (delinquent) 2020 Assessed Value: \$380.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

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TRACT 5: Property Address: 2111 East State Route Y Tax I.D. No.: 2578900 2020 St./Co./Ci. Real Estate Tax: \$313.85 (delinquent) 2020 Assessed Value: \$3,860.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 6:

Property Address: East State Route Y Tax I.D. No.: 2578300 2020 St./Co./Ci. Real Estate Tax: \$132.54 (delinquent) 2020 Assessed Value: \$1,630.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 7:

Property Address: South State Route D Tax I.D. No.: 2578801 2020 St./Co./Ci. Real Estate Tax: \$144.73 (delinquent) 2020 Assessed Value: \$1,780.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 8:

Property Address: South Prospect Avenue Tax I.D. No.: 2577900 2020 St./Co./Ci. Real Estate Tax: \$43.91 (delinquent) 2020 Assessed Value: \$540.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 9:

Property Address: 1805 East State Route Y Tax I.D. No.: 2579300 2020 St./Co./Ci. Real Estate Tax: \$1,812.32 (delinquent) 2020 Assessed Value: \$22,290.00 (Residential) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 10: Property Address: 251st Street Tax I.D. No.: 2613604 2020 St./Co./Ci. Real Estate Tax: \$159.02 (delinquent) 2020 Assessed Value: \$1,880.00 (Agricultural) 2020 Mill Levy: .074619 2019 and prior are paid

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TRACT 11 (1 OF 2): Property Address: 24903 South State Route D Tax I.D. No.: 2605700 2020 St./Co./Ci. Real Estate Tax: \$1,832.31 (delinquent) 2020 Assessed Value: \$150.00 (Agricultural);\$21,020.00 (Residential) 2020 Mill Levy: .076352 2019 and prior are paid

TRACT 11 (2 OF 2): Property Address: South State Route D Tax I.D. No.: 2578800

2020 St./Co./Ci. Real Estate Tax: \$252.03 (delinquent) 2020 Assessed Value: \$3,100.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 12: Property Address: South State Route D Tax I.D. No.: 2578101 2020 St./Co./Ci. Real Estate Tax: \$35.77 (delinquent) 2020 Assessed Value: \$440.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 13: Property Address: 24707 South State Route D Tax I.D. No.: 2578000 2020 St./Co./Ci. Real Estate Tax: \$4.32 (delinquent) 2020 Assessed Value: \$50.00 (Agricultural) 2020 Mill Levy: .076352 2019 and prior are paid

TRACT 14: Property Address: East 241st Street Tax I.D. No.: 2572400 2020 St./Co./Ci. Real Estate Tax: \$82.13 (delinquent) 2020 Assessed Value: \$1,010.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 15: Property Address: South State Route Y Tax I.D. No.: 2578400 2020 St./Co./Ci. Real Estate Tax: \$313.02 (delinquent) 2020 Assessed Value: \$3,850.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

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TRACT 16: Property Address: 1909 East 241st Street Tax I.D. No.: 2572900 2020 St./Co./Ci. Real Estate Tax: \$2,268.43 (delinquent) 2020 Assessed Value: \$1,520.00 (Agricultural); \$26,380.00 (Residential) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 17:

Property Address: South State Route D Tax I.D. No.: 2578200 2020 St./Co./Ci. Real Estate Tax: \$143.10 (delinquent) 2020 Assessed Value: \$1,760.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 18 (1 OF 2): Property Address: South State Route Y Tax I.D. No.: 2578600 2020 St./Co./Ci. Real Estate Tax: \$95.94 (delinquent) 2020 Assessed Value: \$1,180.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 18 (2 OF 2): Property Address: South State Route Y Tax I.D. No.: 2578700 2020 St./Co./Ci. Real Estate Tax: \$85.37 (delinquent) 2020 Assessed Value: \$1,050.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 19: Property Address: 24110 South Prospect & 24108 Avenue Tax I.D. No.: 2573500 2020 St./Co./Ci. Real Estate Tax: \$1,527.74 (delinquent) 2020 Assessed Value: \$4,640.00 (Agricultural); \$14,150.00 (Residential) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 20: Property Address: 1906 East 241st Street Tax I.D. No.: 2572500 2020 St./Co./Ci. Real Estate Tax: \$1,200.88 (delinquent) 2020 Assessed Value: \$3,760.00 (Agricultural); \$11,010.00 (Residential) 2020 Mill Levy: .071724 2019 and prior are paid

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company.. 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; and a counter signature by the Company or its issuing agent that may be in electronic form.. **27C165B72**

ALTA Commitment for Title Insurance 8-1-16 w-KS MO Mod Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. TRACT 21 (1 OF 2): Property Address: South Prospect Avenue Tax I.D. No.: 2573600 2020 St./Co./Ci. Real Estate Tax: \$6.51 (delinquent) 2020 Assessed Value: \$80.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 21 (2 OF 2): Property Address: South Prospect Avenue Tax I.D. No.: 2573501 2020 St./Co./Ci. Real Estate Tax: \$91.07 (delinquent) 2020 Assessed Value: \$1,120.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 22:

Property Address: South State Route D Tax I.D. No.: 2616500 2020 St./Co./Ci. Real Estate Tax: \$52.06 (delinquent) 2020 Assessed Value: \$640.00 (Agricultural) 2020 Mill Levy: .071724 2019 and prior are paid

TRACT 23:

Property Address: 25125 South Prospect Avenue Tax I.D. No.: 2611000 2020 St./Co./Ci. Real Estate Tax: \$1,455.75 (delinquent) 2020 Assessed Value: \$3,850.00 (Agricultural); \$13,360.00 (Residential) 2020 Mill Levy: .074619 2019 and prior are paid

NOTE RE: SCHEDULE B-II STANDARD EXCEPTION DELETIONS:

Items 1 and 5 will be deleted from the Policy to be issued pursuant to this Commitment upon receipt by the Company of the Company's appropriately executed and acceptable, standard-form Closing Affidavit.

Items 2, 3 and 4 will be deleted from the Policy to be issued pursuant to this Commitment upon receipt by the Company of a current survey certified to be in accordance with the Missouri Minimum Standards for Property Boundary Surveys, and accurately reflects all improvements. An ALTA/NSPS survey acceptable to the Company must be furnished if the property is not a one-to-four family residential.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

Issued by Fidelity National Title Insurance Company

Exceptions

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. All assessments and taxes for the year 2020 and all subsequent years for the County of Cass.
- 7. The land in question is within the boundary of Public Water Supply District No. 7, as shown by Decree of the Circuit Court of Cass County, Missouri, dated June 30, 1972, a copy of which is of record as Indenture Book 154, in the office of Recorder of Deeds, Cass County, Missouri and as amended to permit the construction, maintenance and operation of common sewer treatment facilities, filed July 07, 1999, as fully shown by instrument of record in Book 1794 at Page 179.
- 8. Terms and conditions of right-of-way easement in favor of State of Missouri, recorded June 02, 1955, as fully shown by instrument of record in Book 399 at Page 180. (Affects Tracts 1, 2 and 23)
- 9. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated August 30, 1979, filed October 10, 1979, as fully shown by instrument of record in Book 754 at Page 121. (Affects Tracts 1, 2 and 23)
- 10. Terms and conditions of easement in favor of the State of Missouri, as shown by instrument dated June 20, 1955, filed July 25, 1955, as fully shown by instrument of record in Book 399, Page 184. (Affects Tract 1)
- 11. Terms and conditions of easement in favor of Kansas City Power & Light Company, as shown by instrument dated January 20, 1955, filed December 22, 1955, as fully shown by instrument of record in Book 369 at Page 191. (Affects Tract 1)
- 12. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, as shown by instrument dated April 10, 1979, filed May 18, 1979, as Indenture Book 248 at Page 44. (Affects Tracts 1 and 2)
- 13. Easement in favor of Kansas City Power & Light Company filed of record in Book 1070 at page 156. (Affects Tract 1)
- 14. Rights acquired by the County of Cass for road purposes, as fully shown by instrument dated April 08, 1941, filed April 29, 1941, as fully shown by instrument of record in Book 322 at Page 309. (Affects Tract 23)

- 15. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated January 06, 1972, filed January 19, 1972, as fully shown by instrument of record in Book 554 at Page 470 and as dated September 29, 1981 and recorded October 07, 1981, as fully shown by instrument of record in Book 808 at Page 31. (Affects Tract 23)
- 16. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated September 18, 1930, filed December 02, 1930, as fully shown by instrument of record in Book 290 at Page 618. (Affects Tracts 5 and 9)
- 17. Terms and conditions of right-of-way easement in favor of Kansas City Power & Light Company, dated May 24, 1944, filed July 01, 1944, as fully shown by instrument of record in Book 336 at Page 566.(Affects Tracts 5 and 9)
- 18. Terms and conditions of easement in favor of the State of Missouri, dated June 06, 1955, filed July 25, 1955, as fully shown by Instrument of record in Book 399, Page 185. (Affects Tracts 5 and 9)
- 19. Terms and conditions of right-of-way easement in favor of the State of Missouri, dated September 12, 1955, filed September 14, 1955, as fully shown by instrument of record in Book 399 at Page 205. (Affects Tracts 5 and 9)
- 20. Terms and conditions of right-of-way easement in favor of Cities Service Gas Company, dated August 13, 1963, filed August 23, 1963, as fully shown by instrument of record in Book 458 at Page 385. (Affects Tracts 5 and 9)
- 21. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated June 25, 1979, filed August 16, 1979, as shown by Indenture Book 248 at Page 207. (Affects Tracts 5 and 9)
- 22. Terms and conditions of right-of-way easement in favor of the City of Cleveland, filed October 01, 1991, as fully shown by instrument of record in Book 1183 at Pages 199 and 200. (Affects Tracts 5 and 9)
- 23. Terms and conditions of right-of-way easement in favor of H.F. Sinclair, dated March 07, 1917, recorded April 27, 1917, as fully shown by instrument of record in Book 227 at Page 124; assigned to Sinclair-Cudahy Pipe Line Company, dated September 28, 1917, recorded October 13, 1917, as fully shown by instrument of record in Book 227 at Page 476; further assigned to O.R. Burden Construction Corp., dated August 05, 1955, recorded August 08, 1955, as fully shown by instrument of record in Book 400 at Page 451 and a Purchase Option in favor of Tower Pipeline, Inc., as fully shown by instrument of record in Book 914 at Page 115. (Affects Tracts 6, 7, 14, 15 and 20)
- 24. Terms and conditions of easement in favor of Kansas City Power & Light Company, dated September 19, 1930, recorded December 02, 1930, as fully shown by instrument of record in Book 290 at Pages 624 and 625. (Affects Tracts 6, 7, 14 and 15)
- 25. Survey filed February 11, 2008 as Document No. 405134 in Survey Book 19 at page 83. (Affects Tract 10)
- 26. Survey filed February 11, 2008 as Document No. 405135 in Survey Book 19 at page 84. (Affects Tract 22)
- 27. Easement granted to the State of Missouri for Highway purposes, as shown by deed of record in Book 355 at Page 479. (Affects Tract 11)
- 28. Terms and conditions of utility easement in favor of the City of Cleveland, dated March 14, 1967, recorded March 12, 1968, as fully shown by instrument of record in Book 513 at Page 485. (Affects Tract 11)
- 29. Terms and conditions of right-of-way easement in favor of the City of Cleveland, filed October 1, 1991, as fully shown by instrument of record in Book 1183 at Page 202. (Affects Tract 11)
- 30. Terms and conditions of easement in favor of the City of Cleveland, dated November 23, 1990, recorded October 28, 1991, as fully shown by instrument of record in Book 1188 at Page 55. (Affects Tract 11)
- 31. Terms and conditions of right-of-way easement in favor of Public Water Supply District No. 7, dated November 15, 1979, recorded December 13, 1979, as fully shown by instrument of record in Indenture Book 248 at Page 432. (Affects Tracts 3 and 6)
- 32. Terms and conditions of easements granted to Kansas City Power & Light Company, dated January 14, 1946, recorded April 29, 1946, as fully shown by instrument of record in Book 352 at Page 8 and by instrument dated December 22, 1947, recorded February 11,

1948, as fully shown by instrument of record in Book 352 at Page 29 and instrument dated June 19, 1984, recorded June 25, 1984, as fully shown by instrument of record in Book 870 at Page 119. (Affects Tracts 3 and 4)

- 33. Terms and conditions of right-of-way easement in favor of the State of Missouri, as it appears in the Report of Commissioners dated March 15, 1956, recorded March 15, 1956, as fully shown by instrument of record in Book 406 at Page 186. (Affects Tracts 6 and 18)
- 34. Terms and conditions of permanent and construction right-of-way easement in favor of the City of Cleveland, as shown by instrument recorded October 28, 1991, as fully shown by instrument of record in Book 1188 at Page 54. (Affects Tract 6)
- 35. Terms and conditions of right-of-way conveyance in favor of the County of Cass, State of Missouri, filed April 15, 1941, as fully shown by instrument of record in Book 322 at Page 291. (Affects Tracts 15 and 16)
- 36. Terms and conditions of easement in favor of Kansas City Power & Light Company, filed April 29, 1946, as fully shown by instrument of record in Book 352 at Page 4. (Affects Tracts 15 and 16)
- 37. Terms and conditions of easement in favor of the State of Missouri, acting by and through the State Highway Commission of Missouri, filed April 14, 1947, as fully shown by instrument of record in Book 355 at Page 469. (Affects Tracts 15 and 16)
- 38. Terms and conditions of easement in favor of the State of Missouri, acting through the State Highway Commission of Missouri, filed October 31, 1967, as fully shown by instrument of record in Book 518 at Page 194. (Affects Tracts 15 and 16)
- 39. Terms and conditions of easement in favor of the State of Missouri, acting through the State Highway Commission of Missouri, filed September 14, 1955, as fully shown by instrument of record in Book 399 at Page 203. (Affects Tracts 15 and 16)
- 40. Terms and conditions of water main easement in favor of the City of Cleveland, Missouri, filed August 03, 1999, as fully shown by instrument of record in Book 1803 at Page 106. (Affects Tracts 15 and 16)
- 41. Terms and conditions of irrigation agreement between the City of Cleveland and Seba Bros. Properties, Inc., dated December 17, 1991, filed December 24, 1991, as fully shown by instrument of record in Book 1196 at Page 231. (Affects Tract 3)
- 42. Terms and conditions of easement between Seba Bros. Properties, Inc., and Kansas City Power & Light Company, as fully shown by instrument of record in Book 1725 at Page 77. (Affects Tract 3)
- 43. Easements or right-of-ways in favor of Public Water Supply District No. 7 of Cass County, Missouri, of record in Book 2932 at Page 535, Book 2932 at Page 537, Book 2932 at Page 540, Book 2932 at Page 542 and Book 2932 at Page 545. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 11, 12, 14, 15, 16 and 23)
- 44. Terms and conditions of right-of-way in favor of H.F. Sinclair, of record in Book 227 at Pages 124 and 476. By subsequent matters of record name has been changed to Service Pipe Line Company, of record in Book 370 at Page 411, and further changed to Amoco Pipeline Company, of record in Book 498 at Page 436. (Affects Tract 17)
- 45. Terms and conditions of Oil, Gas and Mineral Lease between T.E. Reedy and M.J. Reedy and Western Chemical Aniline Asphalt Co., of record in Book 227 at Page 314. (Affects Tract 16)
- 46. Easement or right-of-way in favor of H.F. Sinclair, of record in Book 227 at Page 124, which has been assigned to O.R. Burden Construction Corp., of record in Book 400 at Page 451. (Affects Tract 16)
- 47. Easements or right-of-ways in favor of Cities Service Gas Company, of record in Book 288 at Page 373 and Book 458 at Page 386. (Affects Tract 10 and 22)
- 48. Easement or right-of-way in favor of Cities Service Gas Company, of record in Book 288 at Page 566. (Affects Tract 8)
- 49. The land in question is within the boundary of Public Water Supply District No. 7, as shown by Decree of the Circuit Court of Cass County, Missouri, dated June 30, 1972, a copy of which is of record as Indenture Book 154, in the Office of the Recorder of Deeds, Cass County, Missouri, and as amended to permit the construction, maintenance and operation of common sewer treatment facilities, filed July 07, 1999, as fully shown by instrument of record in Book 1794 at Page 179. (Affects Tracts 10, 16, 17 and 22)

- 50. Easement or right-of-way in favor of Public Water Supply District No. 7, of record in Book 248 at Page 60. (Affects Tracts 10 and 22)
- 51. Rights acquired to Cass County, Missouri for road purposes of record in Book 322 at Pages 309 & 312. (Affects Tract 8)
- 52. Easement or right-of-way in favor of Stanolind Pipe Line Company, of record in Book 329 at Page 476. (Affects Tract 12)
- 53. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 352 at Page 8. (Affects Tract 16)
- 54. Easements or right-of-ways in favor of State of Missouri, of record in Book 355, Page 473, and Book 355, Page 471. (Affects Tract 12)
- 55. Easements or right-of-ways in favor of City of Cleveland, of record in Book 513 at Page 484 and Book 524 at Page 353. (Affects Tract 12)
- 56. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 715 at Page 220. (Affects Tract 12)
- 57. Easement or right-of-way in favor of Kansas City Power & Light Company, of record in Book 790 at Page 79. (Affects Tracts 10 and 22)
- 58. Easement or right-of-way in favor of Public Water Supply District No. 7, of record in Book 794 at Page 12. (Affects Tract 8)
- 59. Easement or right-of-way in favor of City of Cleveland, of record in Book 1231 at Page 201. (Affects Tract 12)
- 60. A portion of the land in question is within the boundaries of Public Water Supply District No. 2 Terms and conditions of Decree affecting the land and other property as set forth in Book 1230 at Page 5. (Affects Tracts 16 and 17)
- 61. Terms and conditions of a perpetual easement for the maintenance and repair of a gas pipe line over and across the South Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, as now located and established as shown by Trustee's Deed of record in Book 2130 at Page 104. (Affects Tract 8)
- 62. Easement or right-of-way in favor of Public Water Supply District No. 7 of Cass County, Missouri, of record in Book 2932 at Page 537. (Affects Tract 12)
- 63. The subject property may be located within the boundaries of Western Cass Fire Protection District, as set forth in the instrument recorded in Book 831 at Page 86 and in Book 835 at Page 25, and may be subject to assessments by reason thereof. (Affects Tract 8)
- 64. Easements or right-of-ways in favor of the State of Missouri filed of record in Book 355 at pages 471 and 473, in Book 399 at page 204 and in Book 433 at Page 293. (Affects Tract 13)
- 65. Easement or right-of-way in favor of the City of Cleveland, Missouri filed in Book 524 at page 337. (Affects Tract 13)
- 66. Irrigation Agreement filed August 9, 2013 by and between the City of Cleveland, Missouri and Seba Bros. Farms, Inc. as Document No. 529217 in Book 3723 at page 313. (Affects Tracts 3 and 11)
- 67. Part of the land in question is within the boundaries of Public Water Supply District No. 2., as shown by Decree of the Circuit Court of Cass County, Missouri, filed in Book 513 at pages 282 and 283 and in Book 1230 at page 5. (Affects Tracts 3, 6, 16, 17, 18, 20 and 21)
- 68. Easement and right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 134. (Affects Tract 18)
- 69. Easement or right-of-way in favor of Cudahy Pipe Line Company filed of record in Book 227 at page 122, which was last assigned to O.R. Burden Construction Corp by the instrument recorded in Book 400 at page 451. (Affects Tract 18)
- 70. Easement or right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 14. (Affects Tract 19)
- 71. Easement or right-of-way in favor of AKAWA Natural Gas, LLC, a Kansas limited liability company filed of record in Book 2215 at page 62. (Affects Tract 19)
- 72. Easement or right-of-way in favor of Kansas City Power & Light Company filed of record in Book 352 at page 3. (Affects Tract 20)

- 73. Easement or right-of-way in favor of Water Supply District No. 2 filed of record in Book 543 at pages 162 and 347. (Affects Tract 20)
- 74. Gas Lease in favor Osborn Energy, LLC filed of record in Book 2215 at page 63. (Affects Tract 19)
- 75. Nothing herein, including the legal description, shall be construed as insuring acreage.
- 76. Financing statements, if any, affecting crops grown, or to be grown on the land in question.
- 77. Rights of the United States of America and the Public in and to lands lying below the high water line of the Grand River and in and to the land lying between the harbor or levy lines, as established by any governmental authority and the low water line of the Grand River.

NOTE: The policy, when issued, will not insure the title described herein as to any land which may comprise the bed of the Grand River.

Subject to any Federal Flood Control Act, Submerged Land Act or other related legislation.

Subject to any inconsistencies of the above boundaries caused by accretions, avulsions, or relictions.

Provided no portion of the herein described property lies within any islands, now or formerly existing in the Grand River. (Affects Tracts 20 and 21)

- 78. Rights of riparian owners in and to the free and unobstructed flow of the Grand River. (Affects Tracts 20 and 21)
- 79. Sewer assessments, if any.
- 80. Subdivision assessments, if any.
- 81. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.
- 82. Deed of Trust executed by Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. and Seba Bros Properties, Inc., by reason of name change with Missouri Secretary of State to Trustee Corporation, Inc., trustee for BMO Harris Bank N.A., dated May 9, 2016 and recorded on May 12, 2016 in Book 4001 page 13.

NOTE: The above Deed of Trust secures future advances pursuant to Section 443.055 of the RSMo.

Assignment of Rents to BMO Harris Bank N.A., by the instrument recorded in Book 4001 page 14.

Modification of the above Assignment of Rents by an instrument recorded on April 3, 2017 in Book 4112 page 71.

Modification of the above Deed of Trust by an instrument recorded on April 3, 2017 in Book 4112 page 76.

83. Deed of Trust executed by Seba Bros. Farms, Inc., a Missouri corporation, successor to Seba Bros. Land Co., Inc. and Seba Bros Properties, Inc., by reason of name change with Missouri Secretary of State to Trustee Corporation, Inc., Trustee for BMO Harris Bank N.A., dated September 16, 2016 and recorded on October 5, 2016 in Book 4054 page 1.

NOTE: The above Deed of Trust secures future advances pursuant to Section 443.055 of the RSMo.

Modification of the above Deed of Trust by an instrument recorded on April 3, 2017 in Book 4112 page 75.

- 84. Transcript Judgment rendered August 2, 2018 in the Circuit Court of the County of Cass, against Seba Bros. Farms, Inc. in favor of Lippert Family Trust for being Cause No. 18CA-TJ00067.
- 85. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 18CA-CC00394, styled Travis Marr vs. Seba Bros. Farms, Inc., et al. At the date hereof, this case has not come to judgment.

- 86. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 20CA-CC00198, styled Michael C. Oyster vs. Seba Bros. Farms, Inc., et al. At the date hereof, this case has not come to judgment.
- 87. NOTE: We find pending in the Circuit Court of Cass County, Cause No. 20CA-CC00233, styled Deere Credit, Inc., a/k/a John Deere Financial vs. Deba Bros Farms Inc et al. At the date hereof, this case has not come to judgment.

St. Louis Title, LLC **PRIVACY POLICY NOTICE**

We Are Committed to Safeguarding Customer Information In order to better serve your needs now and in the future, we may ask you to provide us with certain non-public information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. To help explain and provide you with a privacy notice, we adopted this Privacy Policy to govern the use and handling of your personal information. The provisions of this Privacy Policy Notice apply to former and current customers of ours unless otherwise stated.

Applicability

This Privacy Policy governs our use of the information that you provide us. It does not govern the manner how we may use information we obtained from any other source, such as information obtained from a public record, or from another person or entity. To provide protection to you, we also adopted broader guidelines that govern our use of non-public personal information regardless of its source. We call our guidelines Terms of Use, a copy of which can be found on our website at www.stltitle.com.

Types of Information

Depending on the types of services you are utilizing, the types of non-public personal information that we collect include:

- . Information we receive from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone, or any other means. Such information includes lender account information, social security numbers, credit card information, credit reports, and other realtor or lender information provided to us,
- Information about your transactions with us, our affiliated companies, or others such as your lender or real estate • agent.
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Information we collect assists us to handle your transaction. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased as required by law or controlling regulations. Such information may be used for any internal purpose, such as quality control efforts, customer analysis, or any other regulatory required use. We may also provide all of the types of non-public personal information listed above to one or more of non-affiliated companies involved in real estate transactions we close. Such companies include financial service providers - like lenders, title insurers, property and casualty insurers, or companies involved in real estate services, such as escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to financial institutions as permitted by law or regulation.

Confidentiality and Security

We will use reasonably available technology to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will train and oversee our employees to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and our Terms of Use. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If our efforts to safe guard your nonpublic information fails because of the company's gross negligence, the company will, when requested by you in writing, provide one year of identity theft protection, at our cost.

By initialing below, you acknowledge receiving our Privacy Policy Notice and agree not to opt out of the provisions as stated above. For further questions, please contact Wendy Cromer at wcromer@stltitle.com.

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RECORD ENTRY

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STATE OF MISSOURI County of Cass

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BE IT REMEMBERED, That heretofore, at the	May	Term, 19.72
of the Circuit Court within and for the County of		
June 19 72		
Judicial Day of said Term, the following, among other	proceedings, were h	ad and entered of record before
the Hon. Wm M. Kimberlin	Judge of the Sevente	enth Judicial Cırcuit of the State ' -
of Misseuri, and Ex-Officio Judge of the Cass County	Circuit Court:	. 3 a • • ⊛

11 -155 V 12-44-11-179.4 12-148 12-1491 11-21 " 10-111 11-74 12-39"

Excepts & City limits of Frieman & Cleveland

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7) CASE NO. 33050 OF CASS COUNTY, MISSOURI

> ORDER DICLARING DECREE OF INCORPORATION OF PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI TO BE FINAL AND CONCLUSIVE

NOW on this <u>Job</u> aay of <u>JULL</u>, 1972, the Court finds that an election was <u>and</u> held on the 24th day of June, 1972, upon the proposition of incorporation of Public Water Supply District No. 7 of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 212 voters voted for the proposition and no voters voted against the proposition.

The Court further finds that the proposition submitted in said election has been assented to by a majority of two-thirds of the qualified voters of the district voting on the proposition at such election; and that said election has been properly held in accordance with law.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree of Incorporation of said district horetofors entered by this Court on June 12, 1972, is final and conclusive.

à e

JUN · 0 1972

BILLY F. MICLAIN

CIRCUIT CLERK, CASS CO.

Seventeenth Judicial Circuit

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HA CASS CO. CIRCUIT PUBLIC WATER SUPPLY DISTRICT NO. 7 1600 330S CASE NO. OF CASS COUNTY, MISSOURI.

DECREE OF INCORPORATION OF A PUBLIC WATER SUPPLY DISTRICT

On this 12th day of June, 1972, there comes on for hearing the Petition in this cause for the formation of a public water supply district. The petitioners appear by A. B. Cook, Harold Hatch and their attorney, Charles E. Hight.

IN RE:

The Court, being fully advised in the premises, finds:

That the Petition is in due and proper form, signed by at least fifty (50) owners of land within the boundaries of the proposed district and verified by at least one (1) of the signers of said Petition, has been filed in duplicate with the Clerk of this Court and was accompanied by a cash deposit of Fifty Dollars (\$50.00).

That due notice of said hearing has been signed by the Clerk of this Court and published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation, for three (3) consecutive issues, the last such date of publication being 25th day of May, 1972, as provided by law.

That there have been no exceptions filed to the formation of said district.

That it is in the public interest to form such district with boundaries as prayed for in the Petition, and

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that said Petition is hereby granted, and said public water supply district is hereby incorporated and shall be officially known as Public Water Supply District No. 7 of Cass County, Missouri.

200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West of the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner of the SW 1/4 of Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner of the SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline, Section 4, T44N, R32W, thence South to the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, T43N, R32W, thence East to the center of Section 2, T43N, R32W, thence South to the center of Section 11, T43N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center line of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence East to the point of beginning: except that area within the existing city limits of the cities of Freeman and Cleveland.

That said district be and the same is hereby divided into five (5) sub-districts of approximately the same area, numbered and bounded as follows:

Sub-district One (1):

Beginning at a point 200 feet West of the SW corner of Section 4, T45N, R32W, thence South to a point 200 feet South and 200 feet West of the SW corner of Section 16, T45N, R32W, thence East to a point 200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West to the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner, SW 1/4 of Section 27, T45N, R32W, thence West to the NE corner of Section 33, T45N, R33W, thence South to the SE corner of Section 33, T45N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line of the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence

Sub-district Two (2):

Beginning at a point, said point being the SE corner, SW 1/4, Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner, SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline of Section 4, T44N, R32W, thence South to the center of Section 4, T44N, R32W, thence West to the West line of Section 3, T44N, R33W, thence South to the SE corner of Section 4, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary lines of the states of Kansas and Missouri to the NW corner of Section 6, T44N, R33W, thence East to the SW corner of Section 34, T45N, R33W, thence North to the NW corner of Section 34, T45N, R33W, thence East to the point of beginning.

Sub-district Three (3):

Beginning at a point, said point being the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a southeasterly direction along the centerline of the South Grand River to the intersection with the South line of Section 16, T44N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 7, T44N, R33W, thence East to the NW corner of Section 10, T44N, R33W, thence North to the East-West centerline of Section 3, T44N, R33W, thence East to the North-South centerline of Section 4, T44N, R32W, thence South to the point of beginning: except that area within the existing city limits of the city of Freeman.

Sub-district Four (4):

Beginning at a point, said point being the NW corner of Section 21, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection with the South line of Section 27, T44N, R32W, thence West to the NW corner, NE 1/4, Section 34, T44N, R33W, thence South to the SW corner, SE 1/4, Section 34, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 19, T44N, R33W, thence East to the point of beginning.

Sub-district Five (5):

Beginning at a point, said point being the NW corner of Section 34, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection That the first Board of Directors of said water district shall consist of five (5) resident freeholders, one (1) from each sub-district, to serve as members of the first Board of Directors as follows:

Sub-district One (1): L. B. Bartlett, to serve for a term of one (1) year.

Sub-district Two (2): Harold Hatch, to serve for a term of two (2) years.

Sub-district Three (3): Malcolm Simms, to serve for a term of two (2) years.

Sub-district Four (4): A. B. Cook, to serve for a term of three (3) years.

Sub-district Five (5): David Yahnig, to serve for a term of three (3) years.

That this Decree shall not become final and conclusive until it shall have been assented to by a majority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 7 of Cass County, Missouri, voting at an election of such qualified voters, such election to be held on the 24th day of June, 1972, between the hours of 6:00 A.M. and 7:00 P.M.

The polling place shall be the Midway School House, located two and three-fourths (2 3/4) miles West of Freeman, Missouri, on No. 2 Highway.

The judges and clerks of the election shall be: Judges: Cecil Starks Bob Hockaday Clerks: Virgil Beaty Frederic Dillon

Alternates: Mrs. Frederic Dillon Mrs. Glen Laffoon

The form of the ballot to be used at the election shall

PROPOSITION

Shall the Decree of the Circuit Court of Cass County, Missouri, rendered on the 12th day of June, 1972, incorporating Public Water Supply District No. 7 of Cass County, Missouri, become final and conclusive, and shall the Public Water Supply District No. 7 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri?

YES

NO

Notice of said election shall be given by the Clerk of this Court and published as required by law. The results of the election shall be certified to this Court by the judges and clerks of election above named.

WILLIAM M. KINBERLIJ, Circuit Judge, Division #1 Seventeenth Judicial Circuit

Que. E² 22,23,24,25,26, E2+5W27, 5²28; 5²29 Quet #1 11-182 12-184 dum. <u>45</u> Rg <u>33</u> Dec: 34, 35, 36 Dist # 2 12-163 Dec ERT, 8, 17, ER45W18, 19,00,21, ER27,28,29,30 Aust #1 11-581/12-56 Tion 45 Rg 32 Sec 31, 32, 33, 34, W2 35 Dist #2 11-166V 12-56V Those # Rg 33 Lee N2 4 N2 5 N26 Dist # 2 12-46 11-54V duone 44 Rg 33

CERTIFICATE OF CLERK

STATE OF MISSOURI,)) 88. County of Cass.)

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County of Cass and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

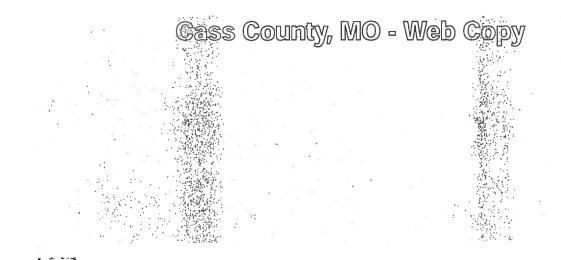
Done at my office in the City of Harrisonville, Cass County, Missouri, this _______ fth _____ day of _______ JULY ______, 19_72. WITNESS MY HAND AND THE SEAL OF SAID COURT.

> BILLY F. McCLAIN Clerk of the Circuit Court Within and for Cass County, Missouri

Jynn Hartman

Sec 31, 32, 33, 34, 5W35 Quest # 5 12-148 12-44V dum 13 Rg 33 12-149V 10-111V Sec 1, 2, 3 N 5 1 12-12-Jun 44 Rg 32 Dec 1, 2, 3, 4, 5, 6, N27, N28, N29, N210, N211, N212, Dist # 5 Twon 43 Rg 32

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IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

In the Matter of:)	99 JUN 28 PH 12: 19
PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI)	Case No. 33050 FILED CIRCUIT CLERK CASS COUNTY. MO.

AMENDMENT OF DECREE OF INCORPORATION TO PERMIT THE CONSTRUCTION, MAINTENANCE AND OPERATION OF COMMON SEWER TREATMENT FACILITIES

Now on this <u>28</u>th day of <u>yure</u>, 1999, the Petition to Amend the Decree of Incorporation of the above Water District to authorize the construction, maintenance and operation of Common Sewer Treatment Facilities comes on for hearing. The Board of Directors of Public Water Supply District No. 7 of Cass County, Missouri, appears by its Superintendent and authorized representative, Leonard Whiting, by Todd Welsh, President of the Board of Directors of said Water District, and by its attorney, Charles E. Hight.

The Court after hearing evidence in support of the petition and being advised in the premises, finds as follows:

1. That Public Water Supply District No. 7 of Cass County, Missouri, was formed pursuant to a Decree of Incorporation entered on June 12, 1972, and following an election which was held on June 24, 1972, this Court entered an Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive, which Final Order was dated June 30, 1972.

2. The boundary lines of said Water District as initially established and which remain unaltered as of this date are as follows:



Beginning at a point 200 feet West of the Southwest corner of Section 4, Township 45 North, Range 32 West, thence South to a point 200 feet South and 200 feet West of the Southwest corner of Section 16, Township 45 North, Range 32 West, thence East to a point 200 feet South and 200 feet West of the Southeast corner of Section 16, Township 45 North, Range 32 West, thence South to a point 200 feet West of the Southwest corner of Section 22, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of Section 22, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of Section 27, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Ouarter of the Southwest Quarter of Section 26, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 45 North, Range 32 West, thence West to the North and South centerline of Section 4, Township 44 North, Range 32 West, thence South to the center of Section 9, Township 44 North, Range 32 West, thence West to the center of Section 8, Township 44 North, Range 32 West, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, Township 43 North, Range 32 West, thence East to the center of Section 2, Township 43 North, Range 32 West, thence South to the center of Section 11, Township 43 North, Range 32 West, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, Township 45 North, Range 33 West, thence East to the centerline of Section 27, Township 45 North, Range 33 West, thence North to the center of Section 15, Township 45 North, Range 33 West, thence East to the center of Section 18, Township 45 North, Range 32 West, thence North to the Northwest corner of the Northeast Quarter of Section 7, Township 45 North, Range 32 West, thence East to the point of beginning; except that area within the existing city limits of the cities of Freeman and Cleveland.

OUNKY, MO

3. This Public Water Supply District is located in the West Central portion of Cass County, Missouri, and serves ten (10) or more separate properties all of which are located wholly within said District. This District currently has a customer base of approximately 1300 water users.

4. That no portion of the above described geographic area is presently being served with common sewer treatment facilities and no common sewer treatment facilities are being operated by any other political subdivision. None of the area within the above described boundary of said Water District is within the certified area of a sewer corporation as defined in Chapter 386 RSMo. and no portion of the above described area is within a common sewer district as defined in Chapter 644 RSMo.

County, MO - Web

5. That said Water District desires to engage in the construction, maintenance and operation of common sewer treatment facilities which shall be located exclusively within the district boundary of said Water District and that incidental thereto said Water District may enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

6. That the area within the boundary of this Water District is experiencing rapid development and growth and that the only source of solid waste and sewage treatment facilities are individually owned septic tanks with lateral fields, sewage treatment lagoons or other individual lot treatment facilities. That due to the soil types and rock formations encountered in this area, many of these individual treatment systems are inadequate and are malfunctioning with resulting discharge of inadequately treated waste to the surface of the ground, discharge onto the property of adjacent land owners and into the ditches of public road right of ways. The creation of common scwer treatment facilities will promote public health, welfare and sanitation within the boundary of said Water District.

7. That common sewer treatment facilities will be of particular importance within new residential subdivisions, especially those utilizing smaller lot sizes where individual treatment facilities are not practical.

Cass County, MO - Web Copy

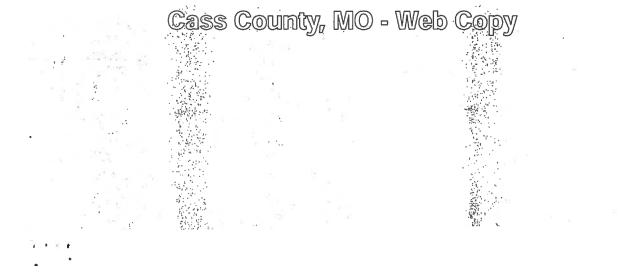
8. That the boundary lines of the area to be served by sewer treatment facilities are identical to the boundary lines of the Water District as now established or as may be hereafter from time to time amended.

9. That notice of this hearing has been published in the <u>Cass County Democrat-Missourian</u>, a weekly newspaper of general circulation in Cass County, Missouri for three successive issues, the last such date of publication being May 7, 1999, and that the published hearing date of May 28, 1999 at 1:00 P.M. was continued by the Court to June 28, 1999 at 1:30 P.M. as authorized by Chapter 247 RSMo.

10. That no exceptions have been filed to the Petition seeking the Amendment of the Decree of Incorporation to authorize the construction, maintenance and operation of common sewer treatment facilities.

11. That it is in the public interest to Amend said Decree of Incorporation and to permit said Water District to authorize the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petition is hereby granted, and that the Decree of Incorporation entered on June 12, 1972 and the Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive dated June 30, 1972 are hereby Amended as requested in said Petition and said Water District is hereby authorized to engage in the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said sewer treatment facilities.



Costs are hereby assessed against Petitioner.

Circuit Judge, Division II Seventeenth Judicial Circuit Circuit Clerk LU S

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Conveyance For State Highway Purposes

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part to a share of the County of Corn Ston of tiest pare, and the STATE OF MISSOURI, for the use of the STATE HIGHWAY COMMISSION OF MISSOURI, party of the wrond part.

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DOLLARS.

ONE AND NO/100 then paid by the solid party of the second part, the receipt of which is hereby acknowledged, do the state by these pierents grant, burgain and sell, convey and confirm unto the said party of the second part, its successive and assicily, the following described real estate and interests in real estate situate in the County of 197,00 State of Minicum, to vit:

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STATE OF			ACKNOWLEDGMENT BY CORPORATION
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no duly swarn, did say that he is the of and that the well affixed to the foregoing instrument is the corporate well of said corporation, and that said instrument was upped and sealed in behalf of said corporation by guilterity of its board of directors for the consideration stated therein and no acknowledged said lintrument to be the biot bru, und toid

umm, und now free en and deed of and emparation. IN TESTRACINY WHERE(), I have incruate set my band and alliard my utilized web in the County and State dimension. the day and year first above written.

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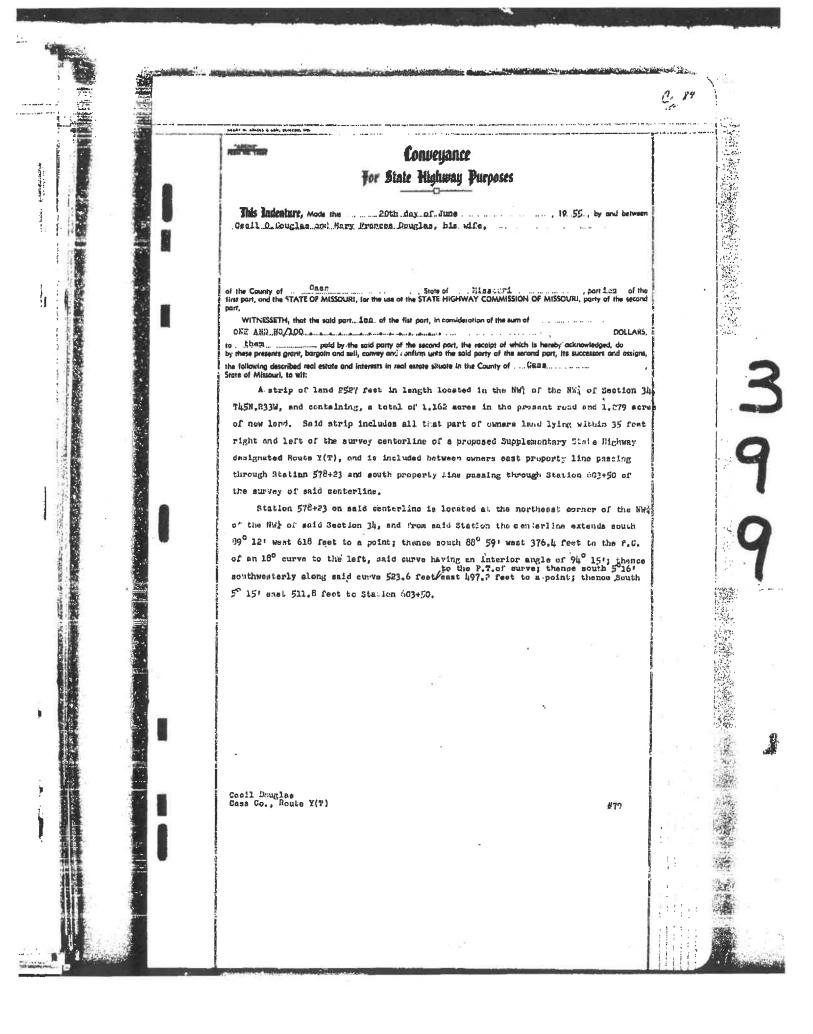
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A. D. 19 55 . 014 artisk W.D. Aunder Recorder

7.57	T 45 R CASS COUNTY, TO - WED COPY	
	RIGHT OF WAY EASEMENT	×.
	KNOW ALL MEN BY THESE PRESENTS:	
	That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to <u>RICHARD L. MUIR, JR. end</u> DIXIE L. MUIR, his wife,, 'hereinafter referred , State of <u>Missouri</u> , 'hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the <u>South</u> right-of-way line of the now established State or County road running along the <u>North</u> side of the following described real estate of the GRANTOR situated in Cass County, Missouri,	а Та Та
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	together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.	sibeers all an
	It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.	รายสาราช (มีสาราช (ม เป็นสาราช (มีสาราช (ม
	Title to said water pipe line shall be and remain in the District.	
1	GRANTOR covenants to and with said District that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.	
	The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.	
ł	IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 2 day of 20 , 1972 .	
	And I Mun for	
	Mike Medsker, Recorder of Deeds	10)

STATE OF MISSOURI, COUNTY OF Jackson On this 30th day of August , 19 79, before me, undersigned, a notary public in and for the County of Jackson , in the State of Missouri, personally appeared . Richand, L Muir, and Dixie Lea Muir to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Oak Grove Missouri, the day and year last above written. Notary Public in and for said County and State. y commission expires: AMACHAN - Bettie B. Clark (Printed or typed name of Notary Public) 43.8 875 Hight & Associates, Land Titles inc. Harrisonville, Mo. vis Instrument 요. 1 Deputy State F. つも Ť លានខ្ល 1.1 121 1.1 1.24 à. 1 81 ÷., 1.4. 11 982. atur Iz 1977 B.I 的复数 化丁酸乙 $\gamma_{i,j} \neq$ 1. F 1. W j., 1.28.18 100 1.4 305 日間的設定的調視 Ł 2 . s warden ander ander Mike Medsker: Recor



S. TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway, or for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with all and singular the rights, privileges, appurtenance and immunities thereunto belonging, or in anywise appartaining, units the said party of the second part, and unto its successors and assigns, forover. IN WITNESS WHEREOF, the said part Sea of the flist part he ve ... executed the above the day and year first above written. 88 Cecil C. Douglas -----Mary Promono Deuglas 現在の unit and a set of ... Description of the second of t 12、12、非正式を見ていたれるのになったいであっている。 and the second s : [And an in the second • • • 6.5 a second the substant and STATE OF NICEBOURT BY INDIVIDUALS. Cec11 0. Beaglas and Hary France Bouglas to me known to be the person S., described in and who executed the foregoing instrument, who being duly sworn by me, ack-nowledged that the other. stated therein and no other. IN TCSTIMONY WHEREOF, I have hereunto set my hand and attixed my official seal in the County and State utoresaid, IN TCSTIMONY WHEREOF, I have hereunto set my hand and attixed my official seal in the County and State utoresaid, l Contra the day and year first above written. 時つ day one year has above more the second secon 2002 _T. STATE OF ACKNOWLEDGMENT BY CORPORATION. County of . , to me personally known, who being by On this Title مورد منتشق ومستندفين مبدعه فالمستند والمنافع المنافعات والمنافع 1 : Filed for record on this _ 25 Carrye Deputy, W. D. Runell 25 .. Aninutes A. By Menera Van

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7 <u>5</u>		the said Kansas City Power & Light Company, a corporation, and wind as successors and assign, tweever.	-
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	:	ACKNOWLEDGARENT (Husband and Wife)	
		State of Missouri	
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Name	Douglas.	C.O.
Numbe	r	

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T 45 N, R 33 W MAY 18 1979 Section 34Area A

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to CECIL 0. DOUGLAS and MARY FRANCES DOUGLAS, his wife, , of the County of Cass , hereinafter referred , State of Missouri to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the South right-of-way line of the now established State or County road running along the North side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The Northwest Quarter of the Northwest Quarter of Section 34, Township 45, Range 33.

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

STATE OF MISSOURI, ss. COUNTY OF Cass On this 10^{4h} day of $40r_1$, 19^{76} , before me, the undersigned, a notary public in and for the County of $\alpha 55$, in the State of Missouri, personally appeared Ceci ounlac aud lass be the person(s) described in and who executed to me knowh to the foregoing instrument and acknowledged that They executed free act and deed. 23 Bame IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at my office in <u>Up void rd</u> Migsouri, the day and year last above written. 21.00 Notary Public in and for said County and State. Opa C ... SDEir commission expires: Му (Printed or typed name of Notary Public) Recorder's Office 83544 my hand and official STATE OF MISSOURI COUNTY OF CASS on this that .5 certify **Given under** hereby Filed 1 ച ÷Ľ

Hight & Associates, Land Titles inc. Harrisonville, Mo.

Cass	County MO - Web Copy	
	(Individual)	
KNOW ALL MEN BY THESE PRESE	NIS, that I/we, SEBA BROS, FARMS	Q.;
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unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and essigns, a right of way assement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top, trim and remove such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following described lands in the County of <u>Cass</u>, State of <u>Missouri</u>, to wit:

A tract of land ten (10) feet in width being a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 45, Range 33, Cass County, Missouri, the center line of which is described as follows: Beginning at a point on the East right of way line of Prospect Avenue, as now established, said point being five hundred forty-five (545) feet South of the center line of Y Highway, as now established, thence Easterly deflecting eighty-seven degrees (87°) left from the Southerly course of the East right of way line of said Prospect Avenue a distance of two hundred twenty-five (225) feet, thence deflecting twenty-seven degrees (27°) right a distance of three hundred ten (310) feet.

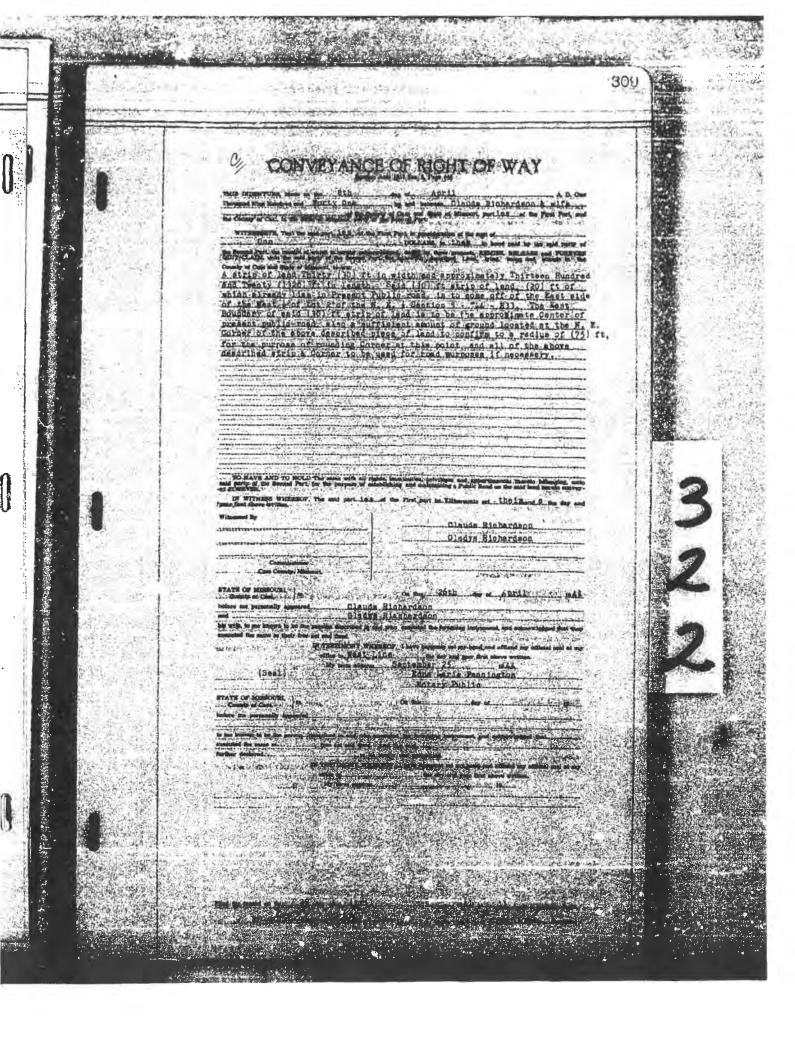
This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents and immunities thereunto belonging or in any manner appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

	<u> </u>	myhand	and seal	this_ <u>13th_</u> day of
February	, 19			
	(Seal)	SEBA BROS. A	ARMS	(Seal)
	(Seal)	By: Main	le in	Seal)
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above written.		(>11) 0 d
My Commission Expires 3-	-23-90	Notary Public	Richard	C. Mong
	RICHARD E. LONG		RICHARD E. L	ONG
Comm	y Public, State of Missourf issioned in Jackson County Ission Expires March 23, 1990	County of	ckson State	of Missouri
Mike M	dsker, Re	corder	of De	eds '

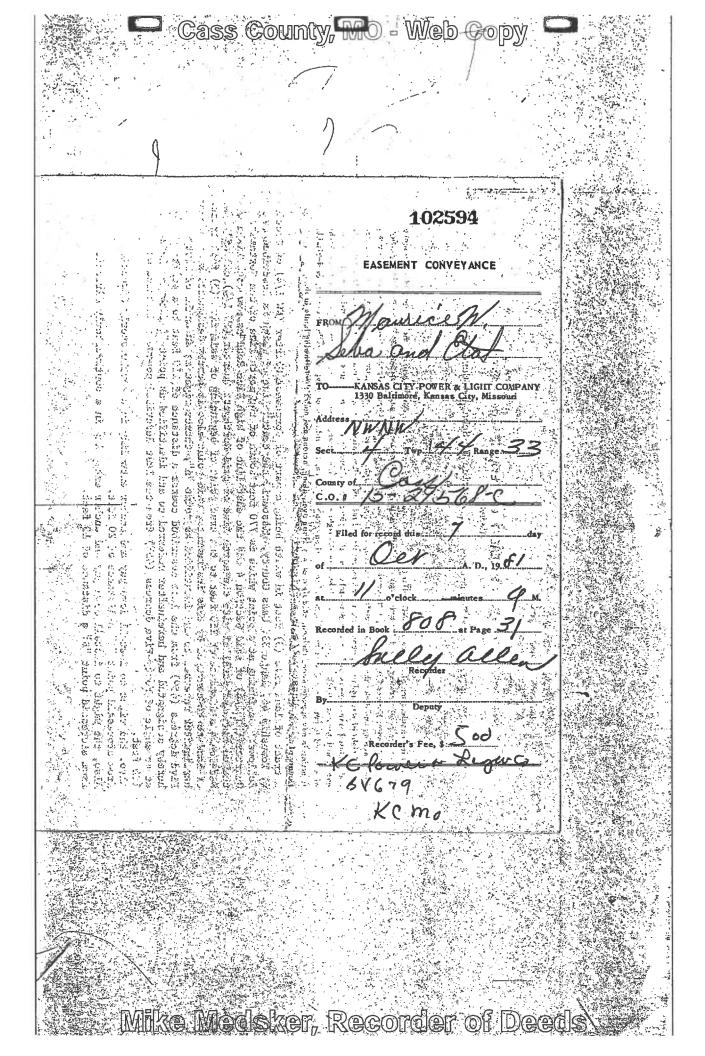
A.D., 19 29 MQ; ass FILM Sebs Bros. Farms EASEMENT CONVEYANCE TO----KANSAS CITY POWER & LIGHT COMPANY 1330 Baltimore, Kansas City, HO OTH OF THE NWYA Range minutes 001526 Harold A. Seba KCPL Form 7604001B (Rev 12/85) Inp. 45 GAXADNI Filed for record this o'clock 26 C.D. 5-47190-C C250 Recorder's Fee, \$ of Lebruary orded in Book INSTRUMENT ND. * ANN County of 2 Sect. ÷,

Mike Medsker, Recorder of Deeds



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Section 4 a dista	ance of 250 f	eet to the true po	Id nother also is he	reby designated and	
hereinafter refe	rred to and 1	dentitied as point	and a distance of	210 feet to a point	-
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EASTEMENT CONVEYANCE Cipley C Smith on this This contract, ma

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ad seals the day and your above written. Ripley C. Smith

Seal .

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Notary Fisher Stations of the second states

Filed for securi this _____ day of December A. D. 1820 ... at ____ vinch J. 2. minutes ... S. M.

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LASELINT CONVEYANCE

Necorder

This contrast, made on the 24th day of May, 1922, by and between Anna B. Morgan of the County of Cass and State of Missouri party of the first part, and the Kansas City Power & Light Company, a corporation of the State of Missouri, party of the second part. Witnesseth:

00.00

The party of the first part in consideration of the sum of One Coller and other good and valuable considerations to her in hand paid, the receipt of which is hereby acknowledged, does by these presents, give, consent, grant and convey unto the party of the second part, its successors and assigns, the right to enter and erect, construct and mintain poles and wires for the transmission and conveyance of electric energy and for communication process, over, along and surped the following lands in the County of Cage and State of Missouri, viz:

Install one (1) guy and anchor eight (2) feet West of the West line of a public road known as Righ Blue Road at a point which is 753 feet South of the Worth line of the Wortheast Quarter (NET) of the Southeast Quarter (521) of Section Thirtythree (53) Township Sorty-five (45) Range Thirty-three (33).

To have and to hold with all appurtenances and necessary incidents to the party of the second part, its successors and asplans, as long as the many to used for such purposes. In Tostimony Whereof I have herewith set by hand and seal the day and year above written.

Anna B. Morgan

STATE OF MISSOURT }

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County of Cass) I, Frank Lecy, a Notery Public within and for the county aforesaid, do hereby certify that on this 24th day of May A.D. 1944, before memory and speered within the county aforesaid Anna D. Morgan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same ds her free act and dead. And I further certify that my notarial commission expires on the lat day of August A.D. 1947. IN TESTIMONY WHENEOF, I have hereunto set my band and obtarial sect the day and year

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(SELE) - Jreak Lasy Notery Public Jackson County Missouri

NU CONTRACTOR STATE OF MISSOURI County of Cass j

I. Freak Lacy, a Kotary Bublic mithin and for the county aforesaid; do horeby cartify that on this 24th day of May, A.D. 1944; Defore me personally speered within the county afore seid Loren T. Brown and Mary X. Brown to me known to be the persons described in and who execut the foregoing instrument, and sornowledged that they executed the same an their five set and and I further certify that my motorial commission expires on the lat day of Aligust, A.D. doud. 1947 .

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In "estimony wherear, I have hereanto set my hand and moterial seal the day and year above written. 12200

No. 30061 Casa County adjoins Jackson County, Missouri. Vilod for record this 1 de of July, 1944 at Stolber 45 minutes A.M.

[Seel. Prent Lecy Nothry Fiblis Jackson County, Mbsouri

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SASELENT JOHVEYANDE

This contract, Ende on the 24th isy of May 1944, by and betreen shans B: forgan of County of Gase and State of Massaul Courty of Massingtoners, Addithe Fansas Gity Power & ... Light "organy, a corporation of the State of Minaciril, party of the Second part. Witnesseth The marty of the first part in consideration of the sum of One Wollisand other and veluable considerations to her inthem init, the receipt of driving hereby seknowled loes by those prosents, give, consent. grant end confronting the party of the Lauobessors indianalana, the fight to chike faid areat, donithiot and paints in the poles and will A for the trensalssion and conveyence of electric series, and for commuter ton margines for Polong, snumacrons the following lands in the County of Cors and State of Hissori, viz Install.one (1) suy and anohor ceishi (2) feet wastrouther set line of Fond known as flich blue Roydist's Solntiwhich 181753 foet South of the Morel fline is Lie Loutheast, Cuarter (622) Sor Section thirty or the Porthoast Augrter (HEL) three (jj) Township Forty-five (15) Make Hirty-three (j)

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STATE OF SISSOURT) 7 County of Cass!

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- Recorder

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March 15, 1932, filed in the office of the Recorder of Deeds of Coss County, Linsouri, and recorded in Book 294 at Page 389, convoyed to J. F. Slair as Trustee, the property herdinafter described, in trust to secure the payment of the indebtedness in stid deed coveribed; and

MERCAS, J. 7. Dielr, the sold Trustee, is dense sed: by reusen whoresi, succes the terms of asid deed of trunt, the ondersigned Sheriff of Gene Gounty, Mussuri, the become ills successor and substitute trustes under said deed of trust; and i HI WER

Wiscas, dofault was ande in the myment of weld indebtedness and the interest thereof. secured by said dood of trust, by reason whereas I, the fundersigned inderiff or Gran County, in the State of Minsouri, did at the request of the logal holder of mid indebtadance, proceed to a exercise the powers to no given by half deed, and did on Seturday, the lat doy of July 1944 between the hours of 9:00 o'clock in the forcheon and 5100 o slock. In the afterson of reid day having previously given coro than twonty (20) deve time ties of the date and book and sage of the record of said deed of trust, the granters and the thread and place of sale; and a deport p. tion of the property to be sold, by advortisecent inserted continuously for four weeks, the last insertion being leas thun one Week prior, to the date of sele, printed and miblished in The CAUS COUNTY LINCORAT, d, wee'ly news to per soull is hed in Merrison ville, Ches. County if tote of Statiouri a copy of which advertionent with the afficavit of the public crocket id here proving its publication, is there to annexed addition of a fart hereof, at the stront door of the less County Boucesin' the City of Herrisonville, County of Case, State of Micl. Uriverpressid (Case Deing they will dimetappoil ted for holding the Dirutit court of (ass (County, Elasoni)) erics for fnr ofell to the highest biddur at while vondue; sold rest sainte hereinefter dear hereinefter

shin onle, John M. Shriner, a's in 16 mar, below the highs be nucles thidder it w shidtrall estate for the sum of five Thousand Dollars (05,000,00), dame we struck of and sold to him at that price and sum.

THEREFORE, THOSE ALL TELEVISITATINESS TRESSITE (that if Claude Francey, Sheriir of Gaes Con lishouri, on Trusteenession in densideration of the presides and solution sure for ast addited to an mid by the wid None H, Shriner, Steinglerma, of the Sounty of Jeckson, State of Missouri as burgain, soll and convey unto him, the solid John Min Shriner, the roal satutopin said dead of trust described, situate in Tass County, Hissouri, and described as rollows, sto-site

The Martin Lalr (Ni) For the Southwest Quarter (SW1) of Section 23, Township 16, Range 13, Containing Sighty (80) stres,

A REAL PROPERTY AND A REAL PROPERTY.

to have cond to hold the same unto the sais John E. Shriner, his heirs and assigns, forever IN JUNESS MEERON, I, GLAUDE YANGAY, Sherift of Cass County, Missouri, as Trustee a aforesald; " have horeunto set my hand and sont on this lat day of vuly, 19/11

Claude Yond Sheriff of Chas County Missouri and Substitute Trustee. **这种市场的**

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Conveyance For State Highway Purposes

A strip of land 35 feet wide and 531 fe t long, located in the NMS of the SES of Section 33, T45N,R33W, and containing together with an additional strip hereinafter described, a total of 0.2M of an acre in the present road and 0.2MO of an acre of new land. The morth boundary line of said strip is the conterline of a proposed Supplementary State Highway designated Route Y(T), and it is included between Stations 636+33 and 641+64 of a survey of said conterline.

Station 641+64 on said conterline is located at a point 9 Fest east of the north west corner of the Hwl of the 3E2 of said Section 33, and from said Station the conterline extends north 89° 11: east 304.6 foot to a point; thenew north 08° 57: east 226.4 foot to Station 636433.

Also an additional strip of land lying slong and joining on the southerry side of the 35 foot strip described above. data strip beginning at a moint opposite Station 637+50 with a width of 00 feet; thence widening to a width of 10 feet at a point opposite Station 635+00; thence maintaining a width of 10 feet to a point opposite Station 641+64.

Robert M.Smith Cans Co., Houte Y(T)

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APRIL 10

Conveyance For State Highway Purposes

A strip of land 2283 feet in length located in the SEt of Section 33 and the SWT of the NWT of Section 34, 7458,833W, and containing, a total of 1.452 ecres in the present road and 0.859 of an acre of new land. Said strip includes all that part of owners land lying within 35 feet right andleft of the survey centerline of a proposed Supplementary State Highway designated Route Y(T), and is included between owners north property line passing through Station 603+50 and west property line passing through Station 636+33 of the survey of said centerline.

Station 603+50 on said conterline its located at the northeast corner of the SW1 of the NW1 of said Section 34, and from said Station the centerline extends south 5° 15' east 397.8 foot to the P.C. of an 18° curve to the right, said curve having an interior angle of 94° 19'; thence southwesterly along said curve 523.2 feet to the P.T of curve; thence south 89° 04' west \$10.5 feet to a point; thence south 89° 09' west 530.2 feet to a point; thence south 86° 57' west 521.3 feet to Station 636+33.

Also an easement on a strip of land 30 feet in width and 30 feet in length lying miong and juining on the southerly side of the right of way described above. Said strip contains 0.021 of an acre and is to be used for the construction of a drainage outlet ditch for a culvert which crosses the centerline of said highway on a skew angle of 20⁰ right advance at Station 622+71; After the completion of the construction of said outlet ditch, the owners may fence and shall have the free and uninterrupted possession and use of said strip, subject only to the Highway Commission's right, if it should so elset to enter thereon, from time to time for the purpose of maintaining eaid ditch.

Also an essement on a strip of land 60 fest in width and 633 fest in length lying along and joining on the south side of the strip first described above and is included between Stations 628+00 and 636+33. Said strip contains 1.149 acres and is to be used for the construction of a waterway during the construction of waid highway. After th completion of said construction the essement right in said strip of land shall cease shill be no longer in effect.

Loren T.Brown Cass Co., Route W(T)

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TO HAVE AND TO HOLD the some for the purpose of constructing and maintaining a state highway, ar for the purpose above set out according to the plans of the State Highway Commission of Missouri, together with oil and singular the rights, privileges, appurtenance and immunities thereanto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever. IN WITHESS WHEREOF, the said part .108 . of the first part ho Ve executed the above the day and year first above written. Loren T.Brown Mary K. Brown الالاحد والمستحي والم _____ Sec. لاستنقار ويقتدده متستقرب and the second County of Case On this _____12th______ day of _____September ______, 19.55..., before me personally oppeared Loren T. Brown and Mary K. Brown to me known to be the person . - described in and who executed the foregoing instrument, who being duty sworn by me, ack-nowledged that stoted therein and no affect. IN TESTIMONY WHEREOF, I have hereunin set my hand and offixed my atticial seal in the County and State aloresaid, the day and year first above written. My verm expires April 20th . 19.58 Earl L. Yaung. (SEAL) للمعروبين ويودعه and the second s STATE OF ACKNOWLEDGMENT BY CORPORATION. . . 75. County of and a second sec On this , to me personally known, who being by 15、17世纪5 ... ocknowledged sold instrument to be the other, and said tree out und deed of sold corporation. IN 755TIMONY WHEREOF, I have hereunta set my hand and affixed my official scal in the County and State alumsaid, the day and year first above written. Tile the state of the second s the second s 1: By Marce Camp Deputy. W. Russell Recorder.

27 - 14 the of the start and there at 1999. 2 20 20 4 1.26 Server and the server of the 385 Ale of a second of the second į, 645 5. Contraction of the 1.1 Si. SW/4 SE/4 and West 10 acres of IE/4 SE/4(Sec 31-652 -13W -SW/4 EE/6 and West 16 acres.02:10// was/see sures; upon departor ...written request he part of the wonalderation hereof surpless surpless and departor ...written request therefor; to make . Cap upon its bas pick-line constructed hereinder fits ...wold tenderation the principal dwelling house now Consecutined ind call. So withen to the wold tenderator at cald connection batters yes for domestic burybooks int the principal checking noise low investor and under and subject to such seller a rules and requistions now and from time to the hereafter governing such salies at the principal first born and from time to the hereafter governing such salies of solls a first line to contine to soll or anter consumers of netural gas from this of solls a first line to contine to soll or anter to be sold such gas as long as context the many data to use af netural gas. 1. 「ある」の言葉を行いてきたなななないで、なるなななななななないで、 A TO HAVE AND TO HOLD in at addapt J. Kerenti and and an experimental statements when the second statement is a second statement of the second state ي المراجع المر محمد المراجع الم unit Ce GRANTES IN S-16 (b. 2) CHANTER shall be provide the beiter glert de pla. i na di annina shiažir a her and for the period heginning--19--to--19 - Sin in ant represent that the st August Escued dis 13th <u>.</u> ALLIE R. Groh. 요즘같다 Pearl gros 12 2. OKLAHOMA-KANSAS FORM Control A Carlos 1. 1. 1. 1. ùс. 10. 10. ore me, a Notary Public in and far mid County and Some, an abicana 444 15 24 Sec. 2 ÷. and the strange of the a who exercise the while had a er est and dead for the was and preparen thaten hat faith. 161 M ary Public My com 1 %-TEXAS FORM INDIVIDUAL 294. STATE OF ... de la desta de COUNTY OF Bullion for Causey, Tenas, on the inty, op Acres Contractor 1. 19 1. Public in and fotassesses aï ra ter der Briteren bie mit ab fan der p . are aub -----reis capitai and an all the strength of the second me that they executed the space for the purposet and co 2011 ment by me faily expisioned to her, she adstrowiniged she some to store therein expressed, and this the fiel not whit as seemer it. GIVEN UNDER MY HAND and and of office, this-(SEAL) ation staying TATE OF MINOURI, }-County of Case On the ______ August _____ Augu 1. 10.6. Miles 10.10 M Anton in Practi Credit ry Public in and his day ----the surners. IL described in and who executed the for Seri L Young (SHAL) 4:53 · 法这书 · 少义 anias capine ... ADE11 20, 1966 Piled he Record us the 1× allent Rettan And

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T_45_N, R_33_W AUG 16 1979

T_45_N, R_33_ Section__33_ Area_A Name_____ Number

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to SYCAMORE CREEK, a Missouri , of the County of Partnership State of , State of <u>Aissouri</u>, hereinafter referreto as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF , hereinafter referred CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the South right-of-way line of the now established State or County road running along the North side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit:

The North half of the Southeast Quarter of Section 33, Township 45, Range 33, except the West 16 acres thereof.

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together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

	. Cass County, MO - Web Copy
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ic R	T 45 N, R 33W 91 0CT - 1 A 0: 49.9 Saction 33 GU1183 GO1183 GO139 Area Cleveland, MO Guiltan Guiltan Guiltan Guiltan Line No. Irrigation Forcemain Scorputy Total S 12:00 Corputy Corputy Total S 12:00
	PERMANENT AND CONSTRUCTION

PERMANENT AND CONSTRUCTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>One dollar and no cents</u>, <u>\$ 1.00</u>, and other good and valuable considerations paid to <u>Sycamore Creek</u>, <u>Missouri Partnership</u> Harry Statland and Morris Statland

Harry Statland and Morris Statland of the County of <u>Cass</u>, <u>State of Missouri</u>, hereinafter referred to as <u>GRANTOR</u>, by the <u>City of Cleveland</u>, <u>Missouri</u>, hereinafter referred to as <u>GRANTEE</u>, the receipt of which is hereby acknowledged, the <u>GRANTOR</u> does <u>rereby</u> grant, bargain, sell, transfer, and convey unto the <u>GRANTEE</u>, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the <u>GRANTOR</u> situated in <u>Cass</u> County, State of <u>Missouri</u>, said easements being described as follows:

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A <u>PERMANENT EASEMENT</u> consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the North property line of the following described property:

The North 1/2 of the West 16 acres, except the West 33 feet thereof, of the Northwest 1/4 of the Southeast 1/4 of Section 33, Township 45, Range 33, Cass County, Missouri, containing 7-1/2 acres more or less.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreason-able damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

18/09

1 of 2

Mike Medsker, Recorder of Deeds

Easement No. FM-10

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this $\frac{20}{20}$ day august , 19<u>9/</u>. of Stat m STATE OF MISSOURI COUNTY OF Cass)ss. ١ and in the State of Missouri popsonally tattand and Marin Stattand to me known as the persons On this <u>20</u> day of for the County of Casal appeared Hallen in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed. In Testimony Whereof I have hereunte set my hand and affixed my official seal at my office in <u>Augulanne</u>, Missouri, on the day and year first above written. My Commission Expires <u>Augulanne</u>, 1995. HELER NOT millsap Notar 22 My Commission Expires: SOUT 95 -8 une

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, Cass County, MO - Wel Copy		
	010400 S	Easement No. FM-11
T 45 N, R 33W Section 33 Area Cleveland, MO Line No. Irrigation Force		HECOSDING FEES SHOO STATE USES FEE: 400 TOTAL \$ 12.00 C.S.LO
	PERMANENT AND CONSTRUCTION RIGHT-OF-WAY EASEMENT	EEOS
KNOW ALL MEN BY THESE PR	ESENTS:	
valuable considerations (Morris Statland and Har	One dollar and no cents , \$ paid to Sycamore Creek, Miss ry Statland	ouri Partnership,
of the County of <u>Cass</u> GRANIOR, by the <u>City</u> o	, State of <u>Missouri</u> , h f Cleveland, <u>Missouri</u> , here	ereinafter referred to as inafter referred to as 5

GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in <u>Cass</u>. County, State of <u>Missouri</u>, said easements being described as follows:

A <u>PERMANENT EASEMENT</u> consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the North property line of the following described property:

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 45, Range 33, containing 40 acres, more or less, and the East 24 acres of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 45, Range 33. The aforedescribed tract containing 64 acres, more or less.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

1 of 2



128 L - Mu Easement No. FM-11 IN WITNESS WHEREOF, the GRANTORS have executed this instrument this -20 day of. equest ____, 19<u>9/__</u>. STATE OF MISSOURI })\$\$.) COUNTY OF On this 2() day of <u>august</u>, 1991, before me, a notary public in and for the County of <u>august</u> in the State of Missouri, personally appeared <u>Moving Matthew and States of Missouri</u>, come known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed. In Testimony Whereof have hereunto set my hand and affixed my official seal at my office in <u>cleudand</u> Missouri, on the day and year first above written. My Commission Expires <u>June 8, 1995</u>. LISTOPPERE PAR Bulsap 10/49 Commission Expires: m V 5 99

124mm (27 12. 117 RIGHT OF WAY CONTRACT. FOR AND IN CONSIDERATION OF CHIC. to Reservin hand pant, receipt of which is breeky acknowledged, and the further consideration of 15.2. costs per rol, to be paid when pipe line here P. P. Neononic and Lidice Hearmond bus wife inafter specified is hild. lant hereby grant to H. F. MINULAHI, his heles or assigns, the right of way to hay, malutain, operate and remova a pipe line for the transportation of oil or geand the tamiunals are on, over and through the following described lands, situate on Case . Bus' of B.2. non-section . Townships, I.L. and Barge, 23. :f.n.e* n.W iii Let of All Reght of lever serion 29 . Township 45 . Hange 25 K. O. J. K. C. Market Strange 33 . Township 45. Ingo 35 Til. 00 J. C. y cet s ond egress to and from the same for all jurposes accessary is connection with the construction, maintenance and operation of sold pipe line and with ingred telephone that. The sold granta CLA below or assigne to fully use and onjoy the sold prevalues, except for the purposes bereinkefore granted to the sold with II. F. #INCLATING in heirs or assigns, who hereby agrees to pay any damages which may beceafter arise from the laying, and minimized operating sold pipe line: n said domage if not mutually agreed upon, to be no extained and determined by three disinterested persons, one thereof to be appointed by the said graintenter-, heiror ussigns, one by H. F. SINTATR, his heirs or assigns, and the third by the two so appelated as aforevald, and the award of such three persons shall be final and sald emptusive. And it is borshy further agreed, that the said H. F. SINCIAIR, his beins or moigns, may at any time iny an additional line or lines of pipe alongsid-01 82 of the first line, as beech provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its 110011 pipes, the damage, if any, in making such change to be paid by the said H. F. SINTANE, no sense or avegus, or the same due under this contract may be made of the fourneed within (we've notrike from the date bered, we had been average and and vaid. All payments which may become due under this contract may be made the damage, if any, in making such change to be paid by the said H. F. SINCLAIR, his heirs or assigns. -Hother work, in pursuance of this instrument, is of th เล่าสาร The grantette receive the night when the lited is open to laya drain tile in the detal allog side the oil pipe line. If the pipe line is Changed and a larger pipe put in the the diner in grees to the title in a good a position as found usles charge ijл 1 march. lux. * or the said H. S. Sinclaid here here ourerigne, shall within 6.7 such time, survey and finitely locate the costs of sail fine across said premises and pay said 150 cents per 1.1 rod decolding to sais m I survey and location, otherwise this instrum ĥ, 4l .. a A IN WITNESS WITHERFOF, The parties bereto have set their bunds and seals this ------7 A. D. 10/ 2 signed, sealed and delivered in the presence of IN 1. Harry 91. Horner 7⁴1y F. P. Hennessen 1 W. H Queite d) – Lydia Hearing (mal) c2) .. STATE OF Missouri STATE atoresaid do hereby certify that on this _____ day of March _____ to 1.7, before as permanally appeared OWNT J. P. Himmen Ride Richard Rie wife aforeat who . One presentally known to no to be the same pressur. 3. directions in and whose name 2.22. subscribed to and who excented the foregoing instrument ····· and duly acknowledged to not that "Elicoy" algeed, and delivered the foregoing instrument as "Cher." free and voluntary act and deed for the uses when....G and purposes therein set forth, and duty - W. C. 277 T. Ga a Notary Public. and imale My commission expires Sackt 2. 1919 _____ Plind for respect . appl 2.7 11/7 at 7 avelock 49 minutes My comm in Don its Also Still Deputy. Filmi

IN WITHRES WHERFOF, the said party of the first part has hereunto set his hand and seal the day and year first above written,

H.T.Simplair (...)

STATE OF NEW YORK

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COUNTY OF NEW YORS Perfore me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September A.D. 1917, personally appeared H.P.Sinolair, to me prove to be the identical person whe executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary not and deed for the uses and purposes therein set forth.

(SFAL) David L.Mooder Fotary Public <u>Notary Public</u> New York County No. 386 New York Register No. 8318 Commission expires Mar.30,1918;

My Commission expires Filed for record this 13 day of Oct 1917 at 1: 30 P. M.

ASSIGNMENT OF RIGHT OF WAY CONTRACTS AND PRANCHISES WILL CATING

1HIS ADWREMENT, executed this 26th day of September, A.D.1917, by and between H.F.SINOLAIR, of New York, party of the first part, and SINCLAIR-CUDARY PIPE LINE COMPANY, a corporation organized under the laws of the State of Maine, party of the security part.

WINNESSITH, that said party of the first part, for and in considerations of the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is bareby acknowledged, does here by sell, convey, assign, transfer and set over, unto said party of the second part, its successors and assigns, all the right, title and interest of said party of the first part new held or hereafter accounts in and to the right of way contracts, leases, franchises and agroupents which are hereinafter more specifically described, and povering the following described real property situated in the County of Case County and State of Missouri, to wit:

1. Southwest quarter (SN2) of Heation seven (7), Township forty four (440 Pange thirty two (32), said instrument being duly reported in Book 227, page 104, on the records in the office of the Pecorder of Deeds in and for said Cass County

2 Northwest quarter (NW4) of Section seven (7), Township forty four (44), Range thirty iwo (32), Said instrument being duly recorded is Book 227 page 105, on the records in the office of the Recorder of Deeds is and for said County.

3. 107 acres northeast quarter (NEg) of Section twelve (12), and 5 mores south part east part southeast quarter of southeast quarter (SEg) of SE() of Section one (1); Township forty four (44), hange thirty three (53), said instrument being duly recorded in Beck 227, page 106, on the records in the office of the moorder of Deed in and for said County.
5. Southeast quarter (SEg) and Fast Half of Bouthwest quarter (Mg of SWg) of Section one (1); als three (33), said instrument being duly recorded in Book 227 page 106, on the records three (33), said instrument being duly recorded in Book 227 page 107; on the records the office of the Recorder of Deeds is and for said County.

5. 40 mores Fast half 50 Lot one (1), Northwest quarter (NN4), and 74 mores lot 1 township fort" four 644), Pange thirty three (53), said instrument being duly recorded in Book 227 at page . 108. on the records in the office of the Records of Decembris and for County.

6. Lot two (?) Northwest quarter (N") Beotion one (1). Township ferty-four (44) Range thirty three (33), said instrument being ouly recorded in Book 227 page 109; on the records in the offace of the Recorder of dends in and for said County.

7. Lots one (1) and two (2) Northeast quarter (NEX) Section two (2). Township Forty Four (44). Reage thirty three (33). said instrument being duly recorded in Book 259 110, on the records in the office of the Becorder of Leeds in and for said County

(44). Lots three (3) and four (4) of Northwest quarter (SW1). Section two (9) Township forty four (44). Range thirty three (33). said instrument being/recorded in Book 227 at page 112, on the rebeords in the office of the Recorder of Deeds in and for said County.

9.West half of lot five (5) of Northwest quarter (NW_d) Bestien two. (2) Township forty faur (44). Page thirty three (33), said instrument being duly recerded . Sock 227 page 113, on the Recorder of Decks Lange for additionary.

477 day 10. Past half of lot eix (6) of Worthwest guarter (Wag) of Section two (2), Township forty four (44), Range thirty three ("5), said instrument being duly recorded in Pock 277 page 115, or the records in the office of the Recorder of Reeds in and for said County. (12 196 acres lats aix (6) and seven (70, of northeats quarter (N.F.) Section three (3), and 45 . abres East half of lot neves (7) of northwest quarter (Sw2) of Section three (3), Township forty four (44), Range thirty three (53), said instrument being duly recorded in Book. 227 maye 116, or the records of the Recorder of Deeds in and for said County 13 West balf of lot seven (7) of Northwest guarter (NNA) of Section threa (3), Township forty four No. (44), and 18 mores southeast corner of Bouthwest quarter of Bouthwest quarter (SW4 of SW4) of Section thirty four (34, Towarhin forty five (45), mange thirty three (53), said instrument being duly recorded in the office of the records in and for said County 1.8 14 120 acres out of Bouthwest quarter (SW4) of Bection thirty five (75). and 129 mores out of rder Past half (Eg) pf Section thirty four (34), Township forty five (45), Sange thirty three (33), said instrument being duly recorded in Book 227 page 119, on the records by the Seconder of Deeds in and for said County 15 10 acres off morth part of Southeast quarter of Southwest quarter (SNA of SWA) of Section Land thirty five (35). Township forty five (45), Bange thirty three (33), and 10 sores off north ave AR west side of East half (Eg)lot neven (7), of Worthwest quarter (NW2) of Section three (5), Township forty four (44), Range thirty three (33), said instrument being duly recorded in Báck 227 page 117. とつ on the records in the office of the Recorder of Deeds in and for said County OTO io. Southwest quarter of morthpest quarter (SW4 of NW4) of Section thirty four (34), Township for-BRC. 1.5¹ ty five (45), Range thirty three (33), said instrument being duly recorded in Pock 227 page 121, on the records an the office of the Recorder of Deeds in and for said County Northeast quaster of Northeast quarter (NEgof NEg) of Section thirty three (330, Township forty five (45), Range thirty three (33), said instrument being duly recorded in Book 227 at page 123, on the records in the office of the Recorder of Deeds in and for said County 18. Southwest quarter of Southeast quarter (SW4of SF4) of Section twenty eight (20), Northwest 1/2 quarter of Fortheast quarter (NW, of NF, and East half of Southwest quarter (Egdf SW) of Section thirty three (33); all of southeast quarter (SE4) west of K C S RS right of way and southwest quarter of wortheast quarter (SW of NEW) - of K C S ER right of way, in section twesty size (29); all in Township forty five five (45), Range birty three (33), said instrument being duly rei), corded in Book 227 page 124, on the records in the orrice of the Recorder of Deeds in and for said 19. Bouth half of mortheast quarter (and of N.E. 2) west of K C S rr right of way, and allof southes -st quarter (set) east of k e rr right of way, protion twenty wine(29); southwest quarter of porthwes quarter (SW_{d} of NW $\frac{1}{2}$) of section twenty eight (28); and worth ent quarter of northwest quarter(NW_{d} of ME() section thirty three(33), Township forty five (45) Range thirty three(33), and instrument being duly recorded in Book 227 page 128, on the records in the office of the Recorder of Deeds in and for said County. 20. Mortheast quarter of northwest quarter ($\mathbf{RE} \neq \mathbf{of} \ \mathbf{HV}_2$) and west 25 cores of northwest quarter of N.91 mortheast quarter (NW of NE2), section twentynine (29); southeast quarter of Southwest quarter(SR2 of SR4) and went 25 sores southwest quarter of southeast quarter (SR4 of SR4), section twenty (20); all in township forty five (45), range thirty three(33)_ said instrument being duly recorded is Book 227 page126, on the records in the pifice of the Recorder of Deeds in and for said County. Righerthwest quarter of Northwest quarter(NW2 of NW2) of section twenty mine(29), and southwest . quarter of southwest quarter (SW2 of SW2) of section twenty (20) from ship forty five (45) Rauge ahirty three(33)_ said instrument being duly recorded in Book 227 page 127, on the revords in the persion of the Recorder of Deeds in and for said county. 22. Northwest fractional fouran and west half of mortheast quarter (Wy of NEg), section eighteen (16) Further described as lot ave: (2) of the sorth half of fractional section eighteen (18) , Towashing for to intros (43), range thirty shire (35), shid instrumentabe ... duly recorded in Back 227 page the

Parge thirty three(33) west, on line between Missouri and Kansas; thence cast along the south line of said section a distance of 35.49 chains to the southmest corner of land owner by M.R.Rybee; theses worth parallel with the east line or said section 34.58 chains; theses north 59 degrees 22; migutes west 11.70 chains to a stone marked "X" and known as station i; thence worth 70 degrees and \$5. Binutes west 27.75 chains to kanage line; themes south on the line between Missouri and Kanama to the place of heginning, and other lands, allin section seven(7), Township forty three (43) worth, Range 55 west, said instrument being duly recorded in Rook 227 page 2, on the records in the office of the Pecorder of deeds in and for said counsy. 7167 4

24. Northwest quarter of southwest quarter (NW401, SW4) and west half of southwest quarter of Northwest quarter of southwest quarter (W of SW of NW of SW) of section eight (S) township 43 worth, range 33 west; and atraot beginning at the southeast quarter of section (7) in said Township and Range, sum thence worth 27/33 chains, run thence thence morth67.5 degrees wost to the right of way of the Kandas City Southern railway Co.; thence in a southerly direction along the cast side of said right of way to the south line of said section?; these east 7.99 chains to the place of beginning. And a tract degoribed as beginning on the east line of said section 7, toenship and range aferesaid at a point 550 feet South of the conter of the east line of said soction 7, thence youth 290 feet, thence west 300 feet; thence in a straight line in a mortheasterly direction to the place of beginning. And a traot described as beginning 12.07 chains west of the southeast corner of thaid section 7; thence north 32.35 chains to the public road; thence east 22.5 degrees south to the right of way of the kansas City Southern railway Co; theres thence tim a southerly direction along the west side of said right of way to the south line of said section 7; thence west to the place of beginning; said instrument being duly recorded in Book 227 page 3, on the records in the office of the recorder of deeds in and for said county. 25. 40 scres, southwest quarter of northwest quarter (SW4 of NW4) section eight(8)_township forty three (43), range thirty three(33), said instrument being duly recorded in Rook 227 page 4, on the records In the office of the recorder of deeds in and for said county.

26, 26 abres, more or less, being in the west part of the east half of the morthwest quarter (Eg of . NW_{2}^{1}) soution eight (8), Township forty three (43), range thirty three (33), and instrument being duly recorded in Book 227 page 5, on the records in the office of the recorder of deeds in and for said.

27. 38 sores lying along the east side and being in the northwest quarter (NN_{d}) of section eight(6), township forty three(43) range thirty three(33), said instrument being duly recorded in Book 227 page 0, on the records in the uffice of the lecorder of Deeds in and for said County.

28. Forth half of Northeast quarter (Mgof NEG) and southeast quarter of Northeast quarter (SEgof NEG) of section eight (8), togeship forty three(43) worth, range thirty three(33) west, said instrument being duly recorded in Rook 227 page 7, on the records in the office of the Recorder of deeds in and for said County.

29. West half of southeast quarter (W2 of S.E.2) and southeast quarter of southeast quarter (SE2 of SE2) of section five (5)_ township forty three (43), range thirty three (33), said instrument being duly recorded in Book 227 page 8, on the records in the office of the Recorder of deeds in and for said County.

30. Northeast quarter of southeast quarter (WE; of SE of section Five(5), township forty three (43) worth, range thirty three(33) west, said instrument being duly recorded in Book 227 page 9.on the recands in the office of the Recorder of Deeds in and for said county.

31. morthwest quarter of southwest quarter (NEgof SW2) of section Four (4), township forty three (43), range thirty three(33), said instrument being duly recorded in Book 227 page 10, on the records in the office of the Recorder of deeds in and for said county. 34. Southwest quarter of worthwest quarter (SW2 of NW2) section four \$4), township forty three (43)

Tinge thirty three (53), said instrument being duly recorded in Book 227 page 11, on the records in the office of the Genorder of Deeds in and for said County. Bourdeast quarter of northwest quarter (SE of NW1) of Stion Four(4) township forty three (45).

Taxes thirty three (33), said instrument being duly recorded in Dick 20% part 1%, on the records if the office of the Recorder of Deeds in and for said County.

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(1)³ 36. Practicual east half of lot two (2) in northeest quarter (NE1) and fractional ment half of lot two (2) in northeast quarter (NE1) in section four (4)_ township forty three (43)_range thirty three (33), same being all the land exped by Mark H. Jarkins in said section, the suid instrument being duly recorded (in Book 227 page 13, on the records in the office of the recorder of deeds in and for said County.

- (1), 35. Wortheast quarter of mortheast quarter (NE2 of NE2) of anotion four(4), twomable forty three (43),
 - (33), and southwest quarter of southwest quarter (SWidt Sai) of rection thirty three forty four (44), range thirty three(33), said instrument being duly recorded in Book 227 page 14, on the records in the office of the Recorder of deeds in and for said County.
- 36.Weet half of southwest quarter of southwest quarter(W of SW of SW of SW of section eighteen (18), township forty four (44), range thirty two(32); northeast quarter of southeast quarter (NE of SE) of section thirty three(33);Northwest quarter of southwest quarter (Ne of SW of and bast duarter (NE of SE) east quarter (Egof NE) and east half of Northeast quarter of Southeast quarter (Figst BE) of of Section thirty four (34); southwest quarter (SW) and that part lying in south half of northwest quarter (SW) of Section there (SS) of section twenty six(20), and west half of northwest quarter (W of SE) of SW of SW) of section thirty five (35), all in tornship forty four (44), range thirty three(53), said instrument terms duly county.
- 37. 80 Acres west half of northwest quarter (Wgof 15%) of searion thirty four(94), towarkip forty for (44), range thirty three (53); said instrument being duly recorded in Pock 207 rage 10, on the records
 In the office of the Recorder of Deeds in and for said coupty.

38. East half (of west half (Eges W_{2}) section twenty siven (27): Fast 1 of month est quarter (For NW₂) section thirty four (34); 32 acres west part east half section twenty seven (27): all in township forty four (44), range thirty three (33), said instrument being duly recorded in Bock 227, pare 17, on the records in the office of the Recorder of Deede in and for said County.

39. All of east half (Eg) of section twenty seven (27), township forty four (44)_ range thirty three (33) west, except 32 three off west side; and west half of tortheast quarter (Wg of NFg) of section thirty four (34), Township forty four (44) north, range thirty three (33) west, said instrument being duly recorded in Book 227 page 16, on the records in the office of the Recorder of Deeds is and for said County.

60. Southwest quarter of mortheast quarter (SN2 of NF2); Northwest quarter of southeast quarter (NV of SE2); southeast quarter of morthwest quarter (SE2 of NW2), and morth half of Northeast quarter (NV of southwest quarter (NV of SE2); southeast quarter of morthwest quarter (SE2 of NW2), and morth half of Northeast quarter of southwest quarter (NV of SE2); southeast quarter (NV of SE2); southeast quarter of NV of NV2), and morth half of Northeast quarter of three(35), said instrument being duly recorded in Book 227 page 19, on the records in the office of records of Deeds in and for said County.

41. North Balf of Northeast quarter (Mgof NEG), and mortheastquarter of Northwest quarter (NEGof NWG) of section twenty mix (20). Township forty four (440 morth, range thirty three (35) west, suid instrument being duly recorded in Sock 227 page 20, on the records in the office of the Pecorder of Deeds in and for said County.

42. North half of southeast quarter (Byo: SE) of section twenty three (23), township forty four (44), range thirty three (33), said instrument being duly recorded in Rook 227 page 21, on the records in the office of the Recorder of Deeds in and for said County.

45 south half of northeast (Bgof NEg) and the wortheast quarter of southeastquarter (NEgof SEg) of section twenty three (25), township forty four (44), range thirty three (35), suid instrument being duly recorded in Book 227 page 22, on the records in the office of the recorder of deeds in and for said county.

44. Horthwest quarter of southwest quarter (NW of SW4) of section Tr. 7 four (24), township forty four (44)_ range thirty three (55), said instrument hates duly measured to a section of the section of

records in the office of the penerger of deeds in anddressesid-country.

45) West half of purthered murder (" of 10%) of section teanty four (84) Township forty four (44), range thirty three (330, said instruments being duly recorded in Book 227 at page 24, on the records In the drfice of the Recorder of Deeds is and for said Cousty.

46. "o" heast quarter (NEL) and morth half of Southeast quarter (Eg of SEL) and East balf of morthwest quarter (Fy of NW4) and northeast quarter of southwest quarter (MP4 of SW4) or scotion twenty four (24) and south balf of southeast quarter (S or SF2) and southeast quarter of southwest quarter (SE2 of SW2) of scotion thirteen! (13), township forty four (44), range thirty three (33), said instrument being duly recorded in Back 227 page 25, on the records in the office of the Recorder of Dedds in and for said County.

67. Ton mores out of south half of morthwest quarter of southwest quarter (52 of NW of SW2) of mostion righteen (18), township forty four (44) range thirty two (32), said instrument being duly recorded in Nook 227 page 26, on the records in the office of the recorder of deeds in and for said County. 48.30 sorns, worthwest quarter of southwest quarter (NW of SW) Section eighteen (18), township

forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 27, on the records in the office of the Recorder of Deeds in and for said County.

49. Northeast quarter of Southwest quarter (NE% of SW%) and 8 scree in Lot 2 Southwest quarter lying cast of public road, and one north and east Pony creek bridge and Post Wagon road, all in Section eighteen (18), township forty four (44), range thirty two (32) said instrument being duly recorded in Book 227 at page 28, on the records in the strice of the RecoRder of Deeds in and

50. Southeast quarter of Northwest guarter (SEL of NWL) and Southwest quarter of Northeast quarter (SW2 of NF2) of Section eighteen (18) Township forty four (44), range thirty two (32), said inatrument beingduly recorded in Book 227 page 29, on the records in the office of the Recorder of Deeds in and for said County.

51. Northwest quarter of Northeast quarter (NW% of NE%) of Section eighteen (18), Township forty four (44), Range thirty two (32), said instrument being duly recorded in Book 227 page 30, on the records in the office of the Recorder of Deeds in and for said County.

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52. East 17 sores of Southwest quarter of southeast quarter (SW4 of SE4) of Section sover (7), township forty four (44) North, Range thirty two (32) West, and instrument being duly recorded in Book 227 page 41, on the records in the office of the Recorder of Deeds in And for maid County. S3. Northeast quarter of Southeast quarter $(X_4^+$ of $SE_4^+)$ of Section seven (7), township forty four (44) North, Range thirty two (32) West, said instrument being duly recorded in Book 227 page 32, on the records in the office of the Recorder of Deeds in and for said County. 54. Fortheast quarter of Southwest quarter (NE2 of SW2) of Section eight (8), township Forty four

(44) North, Marge bhirty two (52) West, said instrument being duly recorded in Rock 227 page 33, on the records in the office of the Recorder of Deeds in and for said County. . 55. East half of Northeast quarter (Fg of NP4) of Section eight (8) Township forty four (44),

range thirty two (32), sold instrument being duly recorded in Book 227 page 34, on the records in the office of the recorder of deeds in and for said County.

56. South half of Southeast (uarter (Sy of SE4) of Section five (5), Township forty four (44), runge thirty two (32), said instrument being duly recorded in Book 227 page 35, on the records in The office of the Recorder of Deeds is and for said County of Sant and guarta (nty zowy) 57. West half of Southeast quarter (Wg of SE2) of Saction four (4), township forty four (44). range thirty two (32), said instrument being duly recroded in Book 227 Bage 38, on the records is the office of the Recorder of Deeds in and for said County. 58. Fast half of Lot one (1) Northeast quarter (NE4) and west half of lot one (1) Northeast quarter

(NE4) of Section four (4), Township for's four (44), range thirty two (32), said instfrument being duly recorded in Nook 227 page 39, or the records in the office of the Recorder of Deeds in and

and the second

39. Weat half of Lot two (2), worthwest quarter (NE2), and North half of west half of lot one (1) northwest quarter (NE2), Section times (5), tokiship forty four (44), name winty two (72) waid instrument being duly recorded in Book 227 paow 40, on the records in the office of the Recorder of Deeds in and for said County.

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60. East half lot three (3) and lot four (4) of Northeast quarter (\mathbb{N}^{-1}_{2}), Section four (4), township forty four (44), range thirty two (32) and lots three (3) and four (4) Northwest quarter (\mathbb{N}^{-1}_{2}) Section three (3), township forty four (44), range thirty two (32), and four (4) Northwest quarter (\mathbb{N}^{-1}_{2}) Section three (3), township forty four (44), range thirty two (32), and instrument being duly recorded in Book 227 page 41, on the records in the office of the Security of loweds in and for said Wounty.

61. Lots four (4) and five (5), Northeast quarter (NF4) Section three (3), Communic farty four (44), range thirty two (32), said instrument being duly recorded in Nock 227 page 42, on the recorder in the office of the Recorder of Deeds in and for said County.

62. This half of lots six (6) and seven (7) of Northeast quarter $(N\Gamma_{2}^{1})$ of Sectics three (3), township forty four (44), range thirty two (32), said instrument being duly recorded in Pock 227 page 43, on the records in the office of the Recorder of Beeds in and for said Courty. 63. Lots six (6) and seven (7) of Dorthwest quarter (NW) and lots six (6) and seven (7) of -Northeast quarter (NE4) of Section two (2). Township forty four (44), range thirty two (32), said instrument being duly recorded in Book 227 page 44, on the records in the office of the Recorder of Deeds is and for said County.

64. Southeast quarter of southeast quarter (SF2 of SE2 of Section thirty five (35), and South half (S2) and Northwest quarter of southwest quarter (SW2) of Section thirty six (36), South forty five (45), range thirty two (32), said instrument being duly recorded in Novk 207 page 45 on the records in the office of the Recorder of Pouds in and for said County.

65. Northeast quarter of southwest quarter (NF4 of SF2) and South helf of northnest quarter (R2 of NM4), and Southwest quarter of Northeast quarter (SM4 of NF4) of Section thirt: six (35). Township forty five (45), range thirty two (32), suid instrument being only recorded in Book-227 page 40, on the records in the office of the Recorder of Deeds in and for said County.
66. Northwest quarter of Southeast quarter. (NM4 of SF4) of Section thirty six (36), township forty five (45), range thirty two (32), said instrument being duly recorded in Book forty five (45), range thirty two (32), said instrument being duly recorded in Book 237 page 47, page 48, and the office of the Recorder of Deeds in and for said County.
67. Kant bate of Northwest in the office of the Recorder of Deeds in and for said County.

(67. East half of Northeast quarter (Eg of NFg) of Section thirty six (30) township fully five (45) range thirty two (32), said instrument being duly recorded in Souk 227 page 48, on the records in the office of the Recorder of Deeds in and for said County.)

68 (Northwest quarter (NNW) of Section thirty one (31), Township forty five (45), Hange thirty one (31), said instrument being duly recorded is Bock 227 page 49, on the records in the office of the Recorder of Deeds in and for said County.)

69. South half of Southeast quarter of Southeast quarter (Sg of Sig of Sig of Sig) of Section twenty rive (25), Township forty five (45) North, Range thirty two (32) West, and South half of South west quarter of Southwest quarter (Sg of SW) of Section thirty (30). Township forty five (45) North, Range thirty one (31) West, said instrument being duly recorded in Nork 227 page 50, on the records in the office of the Recorder of Deeds is and for said County.

70. Worth half let two (2) southwest quarter (SW_{d}) and worth half of south half lot two (2) southwest quarter (SW_{d}) Section thirty (30) Township forty five (45), Tange thirty one (51), said instrument being duly recorded in Book 227 page 51, on the records in the office of the Recorder of Deads in and for said County.

71. Southeast quarter of Southwest quarter (SE, of SW,) and Northeast quarter of Southwest quarter or (NT+ of SW,) and 10 mores off west side of worthwest quarter of southeast quarter (SW, of SE) of Section thirty (30), Township forty five (45), Range thirty one (31) said instrument being duly recorded in Book 227 page 52, on the records of the office of the Recorder of Deeds in and for said County.

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72. South half of Southeast quarter (S_2^{\perp} of SE_2^{\perp}) and Fortheast quarter of Southeast quarter (ME_2^{\perp} of SE_2^{\perp}) and 30 acres off east side of Northwest quarter of Southeast quarter (ME_2^{\perp} of SE_2^{\perp}) of Southeast (ME_2^{\perp} of SO_2^{\perp}).

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.73. West hulf of Southwest quarter of Hortheast quarter (F_{1}^{\prime} of SH_{2}^{\prime}) of Southwest quarter of Northeast quarter (SE_{2}^{\prime} of SH_{2}^{\prime}) and Horth half of southeast quarter (are of northwest quarter (H_{2}^{\prime} of SH_{2}^{\prime}) of SE_{2}^{\prime} of SH_{2}^{\prime}) and Horth half of southeast quarter (H_{2}^{\prime} of SH_{2}^{\prime}) of Southwest quarter (H_{2}^{\prime} of SE_{2}^{\prime} of SH_{2}^{\prime}) of Southwest quarter (H_{2}^{\prime} of SE_{2}^{\prime} of SH_{2}^{\prime}) of Southwest quarter (H_{2}^{\prime} of SE_{2}^{\prime} of SH_{2}^{\prime}) and Horth half of southeast quarter (H_{2}^{\prime} of SE_{2}^{\prime} of SH_{2}^{\prime}). Township forty five (45), Pange thirty one (31), said instrument being duly recorded in Rock 227 page 54, on the records in the office of the Recorder of Deeds in and for said County.

74. Southeast quarter of Northeast quarter (SE of NE) and Northeast quarter of southwest quarter of northeast quarter (NE) of SE of NE) and Northwest quarter of Northeast quarter (NR) of SE() of Section thirty (30), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Rock 227 page SJ, on the records in the office of the Recorder of Deeds in and for said County.

75. Northeast quarter of Northeast quarter (NE4 of NH4) of Section thirty (30) township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 56, on the records in the office of the Recorder of Deeds is and for said County.

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76, North half of southwest quarter (M_{2}^{i} of SM_{2}^{i}), all the northwest quarter (MM_{2}^{i}) and west half of northeast quarter (M_{2}^{i} of MR_{2}^{i}) of Section twenty nine (29), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Rock 227 page 57, on the records in the office of the Recorder of Dords in and for said County.

77. South half of Southwest quarter (Si of SWi) of Section twenty (20) Township forty five (45), Reage thirty one (31), stid instrument being duly recorded in Book 227 page 58, on the records in the office of the Recorder of Deeds in and for said County.

78. Northeast quarter of Southwest quarter (NE4 of SW4) and Horthwest quarter of Southeast quarter (NW4 of SE4) and Southwest quarter of Hortheast quarter (SW4 of NE4) of Section Twenty (20), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Fock 227 page 59, on the records in the office of the Reporder of Deede in and for said County. 79. East.helf of Hortheast quarter (F4 of NE4) of Section twenty (20) Township forty five (45), Range thir y one (31), said instrument being duly recorded in Pook 227 page 60, on the records in the office of the Feorder of Deeds in and for said County.

80. Northwest quarter (NW4) of Section twenty one (21), and South half of Southwest quarter (S_2^{i} of Section sixteen (16). Township forty five (45). Range thirty one (31), said instrument being duly resorded in Book 227 page 61, on the records in the uffice of the Recorder of Section and for suid County.

61. North half of Southwest quarter (M_{2}^{i} of SW_{2}^{i}); all of Northwest quarter (MW_{2}^{i}), and North half on northeast quarter (M_{2}^{i} of NE_{2}^{i}) of Soution sixteen (16), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 62, on the records in the office of the Recorder of Deeds in and for said County.

62. North half of Southeast quarter (Ny of SEA) and South half of Northeast quarter (Sy of WEA) and Southwest quarter of Southeast quarter (SWA of SEA) all in Section sixteen (16), Township forty five (45) North, Range thirty one (31) West, said instrument being duly recorded in Hook 227 page 63, on the records in the office of the Recorder of Deeds in and for said County. 63. South half of Borthwest quarter (SH of NWA) of Section fifteen (15) Township forty five (45), Range thirty one (31), said instrument being duly recorded in Hook 227 page 64, on the records in the office of the Recorder of Deeds in and for said County.

54. North half of Northwest quarter (Ng of NW4) of Section fifteen (15), formship forty five (45) in the office of the Recorder of Deeds in and for said County.

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85. North balf of South half of Southeast quarter (Ny of So of SP_A^+) of Section nine (9), and West 100 mores of southwest quarter (SN2) of Section ten (10), Township forty five (45), Range thirty one (31), said instrument being duly recorded in Rock 227 page 66, on the records in the effice of the Recorder of Dands in and for said County.

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66. Southeast quarter (SF2) and 60 acres off east side of Southwest quarter ($117\frac{1}{4}$) of Section Tem (10) Township forty five (45), Range thirty one (31), sold instrument being duly recorded in Book 227 page 67, on the records in the off of of the Recorder of Deeds in and for sold County. 67. Northwast quarter (NE2) of Section tem (10), Township forty five (45), Range thirty one (31), sold instrument being duly recorded in Book 227 page 68, on the records in the office of the Recorder of Deeds in and for sold County.

88. West half of Horthwest quarter $(W_{2}^{i} \text{ of } WW_{3}^{i})$ of Section eleven (11) Township forty five (45), Range thirty one (31), said instrument beine duly reported in Pook 227 page 59, on the records in the office of the Recorder of Deeds in and for said County.

89. Northeast quarter of Northwest quarter (NE% of NT%) of Section eleven (11), Township fortw five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 70, on the records in the effice of the Recordsr of Peeds in and for said County.

90. All of Bouth half (B_2^i) lying east of M P RR of Section two (2), and East half of Southwest cuarter (Eg of SW2) of Section One (1), Township forty five (45), Bange thirty one (31), said instrument being duly recorded in Book 227 page 71, on the records in the office of the Recorder of Deeds in and for said County.

91. 36 sires Southeast quarter of Northeast quarter (SEd of NEd) of Section two (2), and South west quarter of Northwest quarter (SWd of NWd) of Section one (1), Township forty five (45), Range thirty one (31), said instrument being duly recorded in "ook 227 page 72, on the records in the office of the Recorder of Deeds in and for said County.

92. Northeast quarter (NE4) of Section eleven (11); and 40 acres out of north half of Northeast quarter (E4 of NE4) and 55.22 acres of North half of Northwest quarter (N4 of NE4) and 55.22 acres of North half of Northwest quarter (N4 of NE4) of Section ene (1). Township Forty five (45), Range thirty one (31), said instrument being duly recorded in Book 227 page 73, on the fecords in the office of the Recorder of Deeds in and for said County. 93. 29.5 acres lying in southeast corner of southwest quarter (854) and the southwest corner of southwest quarter (854) and the southwest corner of (31), said instrument being duly recorded in Book 227 page 74, on the records in the office of the Recorder of Deeds in the office of the Recorder of Deeds in the office of the Recorder of Deeds in the office of (31), said instrument being duly recorded in Book 227 page 74, on the records in the office of the Recorder of Deeds in and for said County.

94. East half of Southeast quarter (Eg of SE4) of Section thirty six (36), Township forty six (46), Range thirty one (31); and West half of Southwest quarter (Wg of SW2) of Section thirty one (31), Township forty six (46), Range thirty (30), said instrument being duly reacrded in Book 227 page 75 on the records in the office of the Recorder of Deeds in and for said County. 95. All that part of let one (1), northwest quarter (NW2), belonging to Jan. Rafferty, of Section thirty end (31), Township forty six (46) Range thirty (30), said instrument being duly reacrded in birty end (31), Township forty six (46) Range thirty (50), said instrument being duly recorded in thirty end (31), Township forty six (46) Range thirty (30), said instrument being duly recorded in Book 227, page 76, on the records in the office of the Recorder of Deeds in and for said County.

96. Northeast quarter of Southwest quarter (NF4 of SW4) and Southeast quarter of Northwest quarter (SF4 of NW4) and Northeast quarter of Northeast quarter (NF4 of NF4) of Section thirty one (31), Township forty six (46), Hange thirty (30), said instrument being duly recorded in Book 227 page 77, on the records in the office of the Recorder of Deeds in and for said County, 97. South half of Southwest quarter (Sg of SW4) of Section twenty mine (29); 50 acres off south end of East half of Southwest quarter (E_2^{i} of SE_3^{i}) of Section thirty (30); Southwest quarter of Northwest quarter of Northwest quarter (Sm4 of NF4) of Section thirty (30); Southwest quarter of Section thirty (30); Southwest quarter of Northwest quarter (Sm4 of NF4) of Section thirty (30); Southwest quarter of Section thirty one (31), Township forty six (46) Hange thirty (30), said instrument being duly recorded in Book 227, page 1., on the records in the office of the Recorder of Deeds in and fer said County.

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98. 65 mores out of North half of southwest quarter (my of Sty) of Section twenty hime (29), Township forty six (46), hunge thirty (30), sold instrument being duly recorded in Reck 227 page 78, on the records in the office of the Recorder of Deeds in and for sold County. 99. East half of Worthwest quarter (Ty of NW2) and 13 mores of that pait of Wost half of North

what quarter (M_{2}^{i} of M_{2}^{i}) lying east of public road, in Section twenty nine (29), Township forty six (46), Range Thirty (30), said instrument being duly recorded in Rock 227 page 80, on the records in the office of the Recorder of Dends in and for said County.

10D. Northeast quarter (NE2) of Section twenty nine (29), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page B1, on the records in the effice of the Recorder of Deeds in and for said County.

101. West half of Southwest quarter (M_2 of SM_2) of Section twenty ener (21) and fast half of Southeast quarter (S_2 of SE_2) of Section twenty (20). Township forty six (46). Range thirty (30): said instrument being duly recorded in Book 227 page 82, on the records in the office of the Recorder of Detds in and for said County.

102. East half of Southwest quarter $(E_{T}^{i} \text{ of } SW_{2}^{i})$ of Section twenty one (21) Township forty six (46). Sunge thirty (30), said instrument being duly recorded in Book 227 page 85. on the recerds in the office of the Recorder of Deeds in and for said County.

105. South half of Northwest quarter (5g of NRg) of Section twenty one (21), Township forty sig (40), Range thirty (30), said instrument being duly recorded in Rock 227 page 64, on the records in the office of the Recorder of Deeds in and for said County.

104. North half of Northwest quarter (Rg of RWg) Scotion twenty one (21) Township forty six (42), Range thirty (30), said instrument being duly recorded in Book 227 page 85, on the records in the office of the Recorder of Deeds in and for said County.

105. Northwest quarter of Horthemat quarter (NW% of NE%) of Section twenty one (21), Township forty six (46), range thirty (30), said instrument being duly recorded in Book 227 page 85, on the records in the office of the Recorder of Deeds in and for said County.

106. West half of Southeast quarter (W, of SE2) of Section sixteen (16), Township forty six (46), Range thirty (30), said instrument being duly recorded in Bock 227 page 87, on the records in the office of the Recorder of Deeds in and for said County.

107. East half of the Southeast quarter (Eg of SE4) of Section sixteen (16), and West half of Southwest quarter (Eg of $SU_4^{(1)}$) of Section fifteen (15(, Township Ferty six (46), range thirty (30), suid instrument being duly recorded in Book 227 page 88, on the records in the effice of the Recorder of Deeds in and for said County.

108. South half of Northwest quarter (S_2^i of WW_4^i) of Section fifteen (15). Tewnship forty siz (46), Range thirty (30), said instrument being duly recorded in Rock 227 page 69, on the records in the office of the Recorder of Deeds in and for said County.

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109. North half of Northwest quarter (Ng of NWg) of Section fifteen (15). Township forty siz' (46), Range thirty (30), said instrument being duly recorded in Book ?27 page 90, on the records in the office of the Recorder of Deeds in and for said County. 310. North half of Northwast quarter (Ng of NFg) of Section fifteen (15) Township forty siz

(46), Marge thirty (30), said instrument being duly recorded in Nock 227 page 91; on the rec⁴ ords in the office of the Recorder of Deede in and for said County.

111. Southeast quarter of Southeast quarter (SW2 of SE2) of Section Ten (10), Township forty six (46), Range thirty (30), said instrument being duly recorded in Book 227 page 92; on the records in the office of the Pecorder of Deeds in and for said County. 112. Southeast quarter of Southeast quarter (SE2 of SE2) and BO Acres off the south side of the Northwest quarter of southeast quarter (SE2 of SE2); also northeast quarter of southeast quarter (SE2 of SE2) and 15 acres off south said of southeast quarter of northeast quarter (SE2 of SE2), all in Section ten (10), Township forty six (46), Fange thirty (30), said instrument being duly recorded in Book 227 page 93, on the records in the office of the Recorder of Deeds in and

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0);	4.35	No. 10
27	113. South half of northwest quarter (Sy of NW) of Section cleven (11), Township furty div (46), Range thirty (30), said instrument being duin because (1), Township furty div	
	(46), Range thirty (30), said instrument being duly recorded in Pook 727 Dage 96, on the	
lorth	records in the office of the Phoender of Derds in and for said County.	
forty		
be	forty six (46), Range thirty (30), said instrument being duly recorded in Bork 227 same qu, on the records in the office of the Register of Decent in and a	
	on the records in the office of the Register of Beeds in and for said County.	
atrey	115. Northeast quarter of Borthrest quarter (NE2 of NU2) of Section eleven (11). Township forty six (46), Range thirty (50), said instrument being duty	
107	forty six (46), Range thirty (30), sold instrument bring duly recorded in book 227 pare of.	
	on the records in the office of the Paulister of Dends in and for said County.	
5	116. Southeast quarter of Southwest quarter (SF4 of SF4) of Southeast (2), Tomoship forty	
(30)	siz (46), Range thirty (30), said instrument bring duly becorded in book 227 pare 77, on the records in the office of the Begister of Deede in and for book 227 pare 77, on	
•	the records in the office of the Begister of Deeds in and for said County.	
	1 117. West haff of Southeast quarter (W, of Sky) of Section two (2). Township furty, six (6.). Range thirty (30), waid instrument being duly recorded in North 201	
la:	Range thirty (30), maid instrument being duly recorded in woot poy pare (P), on the provide	
i=	in the office of the Register of Deeds in and for said County.	
• 1/	118. East half of Southeast quarter (Fg of SE4) of Section two (2), Duwnship forty at: (46) Parge thirty (30), said instrument bring duly recorded to D. 1 (2).	
str .	Pange thirty (30), said instrument being duly recorded in Book 207 page 90, on the Woords	\square
orda	in the office of the Register of Derds in and for said County.	
(84)	A 119. East half of Northeast quarter (Ed of NEX) and 10 acres off north side of Northeast quarter of Southeast guarter (NEX of SEA) of Section 70 (0)	
r 🙃	quarter of Southeast guarter (NE) of SE2) of Section Two (2), Township forty six (40), Sange thirty (30), said instrument being duly recorded in	
	Range thirty (30), said instrument being duly recorded in Nook 227 page 195, on the seconds in the office of the Register of Deeds in and for world on	
	in the office of the Register of Deeds in and for said Courty.	
	120. Southwest quarter of Northwest quarter (DWA of WE) of Section ore (1), Township formy - six (46), Mange thirty (30), sold instrument being data activity	
n i	- six (46), Sange thirty (30), sold instrument being doly recorded in work 2007 page 101, or the records in the office of the Register of Dende (and book 2007 page 10), or	
	the records in the office of the Register of Deads in and for said County.	
	121. 98 mores off the north side of the Northwest (Durter (NWZ) of Section One (1), Township forty six (46), Sange thirty (30), said insidementation det	17
Ma ¹	forty six (46), Range thirty (30), said instrument being duly recorded in Posk 207 page 100,	
	on the records in the affice of the Recorder of Deedo in and for side County.	
1	122. Frenchise, authority and permission from the County Court of Cash County. Misgouri, under an order of said Court, dated December 2 Court, Chash County, Chale of	
i i	and operate underneath and along the summer a polymer by 1916, to lay, construct, maching	1000
- i i	and pipe lines, and telegraph and telegraph and telegraph and public highways of shid County, pipes	
1 I	in the office of the Clerk of said Court and County Clerk in and for said County.	
i i		
la :	forty six (40), Range thirty (30), said instrument being duly executed by George Storms and Any T. Storms, his wife and X. S. Storms and Sallie is a	
	Any T. Storms, his wife and X. S. Storms and Sallie J. Storms, his wife, and dated the 27th day of December, 1916.	
	day of December, 1916,	
j A	124. Northwest quarter of Southwest quarter (NW4 of SW4) and 15 arres more or loss off hor- th side of Southwest quarter of Southwest quarter (NW4 of SW4) and 15 arres more or loss off hor-	
	th side of Southwest quarter of Southwest quarter (NW2 of SW2) and 15 anres more or loss off nor- less, Section four (4), Township forty four (11) a	
i 1	less, Section four (4), Township forty four (44), Eunge thirty two (52), said instrument be-	
Ă	in and for said County.	
	TO HAVE AND TO HOLD THE SAME unto said assignee, SINCLAIR - CUDHAY PIPE LINE COMPANY,	
1 K	its successors and assigns, for the full term of said right of way contracts, leases, fran-	A Street
I V	Contained and set forth.	The Providence

4 - 1 A

nt on the IF TESTIMONY WHEREOF, said party of the first part has excepted this instrument on the day and year first above written. VI THESE

R. P. Simelair.

 $\mathcal{J}_{\mathcal{F}} = \mathcal{G}$

45 I -----(SPAL) Jo Ann Yannoy. Notary Fublic, in and for ya By constantan explorer Nov.25,1958. 1446.20 37 Filod the day of August, A. E. 1955 at 3 ofelook 10 minutes P.H. record tille 6 MA Lucasel Hounroop _Doputy いたのはないないない 00000000 COLO O ASS' CONNENT OF REGIMS OF WAY KNON ALF MEN BY THESE PHESENTS, 19771 For Release, in ish. 524. A 494. SERVICE PIPE LINE COMPANY, a Maine corporation, while its principal office in Trian Gki hoan, for and in consideration of the sum of ten bollars (#10.00) and other good and valuable considerations, all such to it in hand paid by C.R. SUMMER CONSTRUCTION CORP., a Deleware corporation, receipt of which is horeby solnowladged, the bargelined sold, transferred, and assigned and by these presents does bargein, sell, transfer. and agelan unto O.K. Burden Construction Corp., all of Service Pipe Line Company's right , title and interest in all those contain rights-of-way easemonts owned by Sorvice Fipe Line Company situated in Sass County, Missouri, and more porticularly concribed in that cortain list of pipe line rights-of-way endemonts marked Schibit"A" and actached hereto and made r part hereof. TO HAVE AND TO ROLD the same unto O.H.Burden Construction Corp., its successors and assigns forever, subject nevertheless to the Lerms, conditions, and provisions, of said rights-of-way easements, and Service Pipe Line Company for and on behalf of itsoif, its successors and essigns, hereby warrants its title under sold rights-ofway ansements against the claims of any person claiming by, through or under it, but not other wise. It is understood and agreed that this realizament of rights of way shall be effective as of August 1,1995. WITNESS the hand and seel of Sorvice Pipe Line Company at Tulsa, Oklahoma, this 5th day of August, A.D. 1955. (CORPORATE SEAL) SERVICE PIPE LINE COMPANY TTEST: R.E. Knuske, Ass't.Secretery By J.L.Shuemakor, Financial Vice President U.S. BEVENUE herowith attached for \$1.65. STATE OF OKLAHOMA) COUNTY OF TULSA Beforeime, a Notary Public, on this day personally appeared J.L.Shoomaker, known to me to be the person whose name is subscribed to the foregoing instrument, and known on me to be the Rinancial Vica President, of Service Pipe Line Company, a corporation, and acknewlodged to me that he executed said instrument for the purposes and consideration therein expressed, and as the set of said expuration. Given under my hand and soal of office this 5th day of August, 1955. Adorine M.Naloney, Notary Public (SEAL) My commission expires: Feb. 27,1956. Claim of the second وجواداتها والمحاد مقتق 1 10 1

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						ACCURATION OF	f Benedict Aldersen Serek Aldersen	T.J.Dalton Maggia A.Julton	I.K.McCarl	Netternon Tiss. Remon	v 2.5. Relation	A management 2.47 - Remons Lydda Hannon	R.H. Shares	d'ad libre gan Anna B. Auryon U.F. Asargan	J.J. Jorgan Anna. B.Járgan T.J. V.Járgan T.J.a V.Járgan	Ramdin Coble	Loren 7. Strong Mary 3. Brong	5

BCL NAN 453 LePoners Satis Triby J-T.Railaback U-L-Cohn Metropolitan Mire Ins. 30. Stanolizd Pipe Mass Company SSA 5.5..3uddarth Iontis L.Subdarth Lis E. Srafley J.J. Bradley da V.Bradley Henry C.S.Ith Bour V.Salth MATTER PRESENTATION A.J.Suppon Elfesheth Suspern H.C. Salth arditer . A.J.Seepann Bliasbeth Seepann COL. L. TON Beney C.2 Roan M.Sentth H.B.Strolate Riply for Tease Smith Citerate A. Store P-E-Promo H.P. Ancleiz Sinclair -Judaby Plac Line Con Let. 3 HEE & his H.F.Sinclair Similar whether the line co. 84 of lot 5 with H.F.Sinclair H.F.Sicolaty H.P.Sine Li Sirelat r-Outsty P.L.Co. Sim Lefr Guichy P.1:00. * 3 CLUTTE B (TLOLE 3 & 4 OF HIGH the sai is " 140 a.By Lot 1 we und 74 a. Lot 2, Euc.6 a. Lotr 1 & 2 NEL i Loc 2 Hat Not 5 of Mail W Lot 6, MM Si Lot 6, the Mile 10 ac. off N part Smith 10 ac. off N & F side No Lot. 7, Mail 186 ac. Lot 6 & 7 MEL 43 ac. Bh of Lot 7,3mL 186 ac. lot 8 & 7 MEL 63 ac. 7% Lot 7 MME 120 serve out Sait the Lot 7 of Hint 10 mores Sill of Sill Sit H Sit west up.in DESCRIPTION Euc.6 a.off HEe Lot 4 图员 F <u>유</u>원 1 44 ч м N N N Į, ŝ M N N ω 化品 ¥ su ᅚᄡ UI VI (u v F SEC .TYP .HHE \$ F F. F ŧ ŧ £ F \$ F 5e 5 55 ÷££ **\$**\$ 55 ង ß ង ພ 3 잂 S S Ľ ដ ដម 88 ш ដ ы . " 88 35 142.12,1917 1917, 15, 1917 1917, 30-rell Ter. (..... Mar .15,1917 1917, 20- 12 1919 - 26, 1919 Feb_8,1917 June 19,1942 Jan .13, 1917 Jan.17,1917 Dec-27,1916 Ner -15,1917 ,161' 62° ang ¥===.26,1918 2161-52-1012 7191, BL. nef Jan.27,1917 CONTRACT DATED Britania and Andrewski Andrewski not recorded BK-227, pg- 108 3k-227, pg.109 BR-227, pg. 110 BK.227, pg. 111 JK-227, pg. 112 BK-227, pg. 132 Bk-227, pg- 113 Bk-227, pg-114 not recorded Bc.227, pg. 115 BL:227, PE.117 Nr.227. DR. 107 Br.277, pg.133 Br. 227, 12. 116 A.227, PE.119 Bk-227,pg.118 Bk .227, pg .120 **HEODHDED** SPATES 3341 1991 1992 **066T** 1987 1988 12 1986 1985 1985 1984 Takt 1983-1 6861 1983 1983 1982 1981 Filed for record this, 8 day of August. A.B. 1985 at h stelash Q minutes P.M. ku uço_ Deputy Recordor

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COUNTY OF CASE 3

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A MET WAY UP

Grand now Cornect R.Simpson, of lawful age, being first duly sworn on his orth, states that he and his wife, Charlotte C.Simpson are the absolute compressing for simple of the following described real estate, silvate in Cass County, Missouri, to-witt

A part of the West Half of the Southeast Quarter of Section 70, in Township 46, of manys 30, ensering as follows: Perinning at a point on the West line of the West half of the Southeast Quartur of said Section, at a point 13.86 shains South of the Northwest corner (), where it musing theres, South along sold line to point of internastion with the Northerly line of the right-of-way of the Missouri Proffic Relight-of-way to coint of internaction with the East line of the West half of the Southeast Quarter of said Section; therea, North along sold line to a point due Eight of the place of the inning; therea, West to the place of beginning.

Affinnt status that he is the sen, and only child of Josephine Schoder Simpron, his mother, decreased; that his mother was the doughter of John Schoder, decensed. Affinat status that his grandfather, John Schoder, Whose Leas will and Testament is reconned in Book 161, Page 526, Necorder of Deeds Office, Gaus Gounty, Kisseuri, left as his cole who only helps at law the following: Joneshine Schoder, widen; John Schoder and Joseph Schoder, son; Earnest Schoder, sen; and this official, grandson, and child of descephing Johnder Simpson, recented daughter of John Schoder, Jaconsed, Affiant further states into down Schoder, compand, left we other child or children, or decondents of Gecanese child or children, other natural or adopted, and thet Josephin Schoder, wife of John Schoder is new Gecaned.

Affirst further states that the stove described real estate was purchased by John Encader, April 10th,1863: that said land has been in the family of John Schnder and big beins continuously for more than reventy-two (YP) years; that to is arrived the those these whom he claims title have held open, noterious, continuous, and conclute possension of said real estate since the year 1883.

Further affings saith not.

(TEAL)

Earnest E.Simpson Affirmt Subscribed one sworn to before me this 5th day of August,1955.

Marian E.DeShazer Notary Public

APTINE N. MODKOLOICS.

My Commission Explose: November 8th, 1957

riled 50% mound this right of August, A.D. 1955 at 10 of the 15 minutes A.M. Jer U.D. Rocorder Depuis 00000000

MEMORANDUM	OF	OPTION	

🗢 Cass County, 📆 - Web Copy

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STATE OF MISSOURI

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COUNTY OF CASS

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KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Option is executed concurrently with a Purchase Option Contract, and both this Memorandum and the Purchase Option Contract constitute an agreement by and among BURDEN CONSTRUCTION CORP., a Delaware corporation, with offices located in Tulsa, Oklahoma and Jack S. Burden, an individual presently residing in Tulsa, Oklahoma (hereinafter collectively "BURDEN") and TOWER PIPELINE, INC., a Texas corporation, with offices located in San Antonio, Texas (hereinafter "TOWER"), relating to approximately 196.7 miles of pipeline right-of-way, including any and all appurtenances thereto and improvements located thereon in the States of Kansas and Missouri and more particularly in Cass County, Missouri, said right-of-way as it traverses said county and state being more fully described in Exhibit "A", attached hereto and by this reference incorporated herein in its entirety.

BURDEN HEREBY GRANTS, for valuable consideration described in the Purchase Option Contract to TOWER the exclusive right and option to buy the above described property at a price and upon such terms as are described in the Purchase Option Contract. This option shall expire on or about August 31, 1994, and unless exercised or extended prior to the date of expiration, TOWER shall have no further interest in the property.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Option the <u>26</u> day of <u>October</u>, 1984.

TOWER PIPELINE, INC.

By: B. B. Cloud Title: Vice - Pres

BURDEN CONSTRUCTION CORP.

By: <u>J. S. Burden</u> Title: <u>prez</u>, J. S. Burden

JACK S. BURDEN

Jack S. Busden

Mike Medsker, Recorder of Deeds 15

Cass County, 酚 - Web Copy STATE OF TEXAS § ş COUNTY OF BEXAR ş This instrument was acknowledged before me on the $26^{\frac{14}{14}}$ day of \underline{Ucfolu} , 1984 by BRUCE B. CLOUD, Vice President of TOWER PIPELINE, INC., a Texas corporation, on behalf of said corporation. Notary Public for the State of Texas BOBETTE H. FRAZIER Name: Notary Public, State of Texas My Commission Expires: diaguai STATE OF OKLAHOMA COUNTY OF CREEK § This instrument was acknowledged before me on the 26^{-74} day of October, 1984 by JACK S. BURDEN, President of BURDEN CONSTRUCTION CORP., a Delaware corporation, on behalf of said corporation. 100 · 1 Notary Public for the State of DRIA HOHA Name: JOHN J. HARDY My Commission Expires: Job, 25,1988 STATE OF OKIAHOMA COUNTY OF CREEK This instrument was acknowledged before me on the 24 day of Colorbe c, 1984 by JACK S. BURDEN. Notary Public for the State of OKLAKCOCA Name: JoHW J. HARBY (1) 10% 10. Mike Medsker, Recorder of Deeds

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DOOILtan Life Ins. Co.	Stanolind Pipe Line Company		33 **_		June 19, 1942	not recorded	1992

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Cass County, 🐨 - Web Copy . 42 VULAN Bee Recorder's Office 08374 INDEXED STATE OF MISSOURI COUNTY OF CASS by certify that 9 8 Į Mike Medsker, Recorder of Deeds

624 Q, Wite does by these presents, give, separate, grant and couvey onto the party of the second part, its successors and assigns, the right to over and et and melatals poles and wires for the distribution and moveyance of electrical every and current for lighting, be Hert 5 feet by at if sul adjacent to County scad about dea. To have and to hold with all appartmances and necessary incidents to the party of the arcoad part, its successors and assigns, as inner Notary Public Jic Change Comity Milderau CA aBB Bouman !... By Thita a Price univ. enterth: The party of the first part is consideration of the advantages to accrete in the combination of a lighting, heating and power nucleated and the annual state of which is hereiny acknowledged, and the success of which is hereiny acknowledged. does by three presents, give, sumsest, grant and convay units the part, of the second part. In successors and assigns, the right to enter and erest, construct and muintain poles and wires for the distribution and conveyance of electrical contry and current for lighting, heating, reres, constructions and some and wires and wires and the distribution and relaveyance of electrical energy and current for lighting, heating, power and communication purposes pherever its lines may be extended and electrical current week, over, along and areas the following lands in the Constay and the second Cited States States States States and State of States States States Table States S June Meling Hennon Seel. ny Wherent, I have hermate set my hand and No. 13865 <u>.</u>

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W. 13863. Vat. D. R. D. S ... Caus County relin no Jackam Conty, Ma.

In Testimony Whereof, I have hereunic set my hand and notarial seal the day and year above written.

Notary Public Classof ... County Micassin

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EASEMENT CONVEYANCE Mart Nonnon: This contract, unde on this 19 and of the Convert and the Con Witnesseth

does by those presents, give, consent, grant and convey unto the party of the second part. Its successors and andges, the right to enter and erect, construct and maintain poles and wires for the distribution and conveyance of electrical energy and current for lighting, beating,

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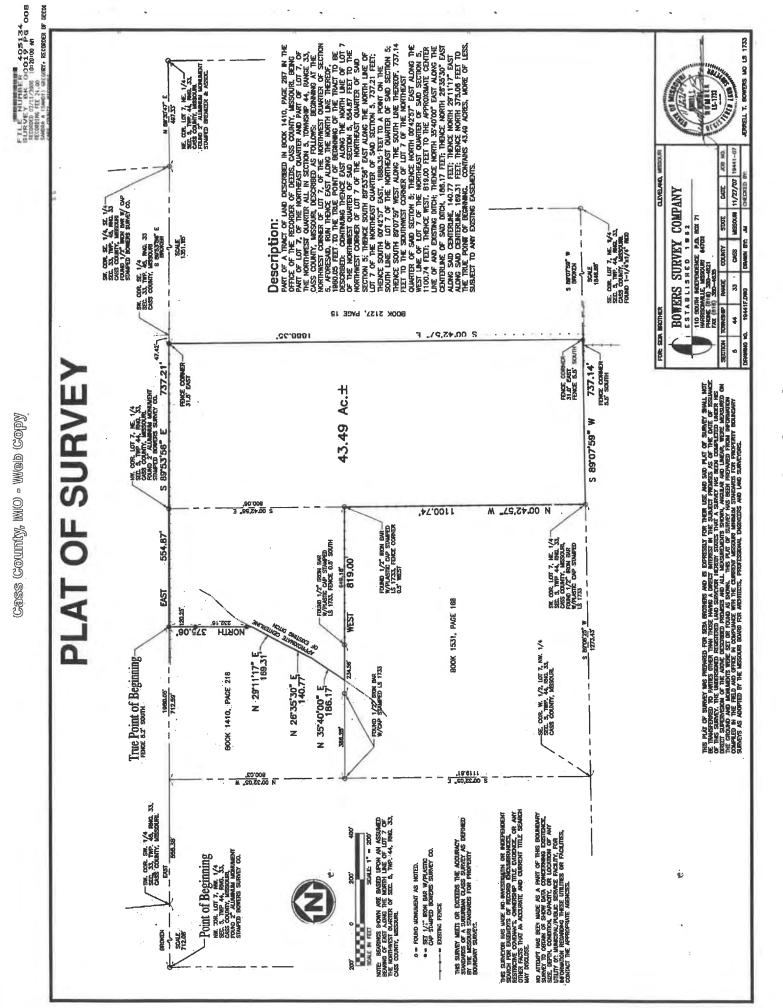
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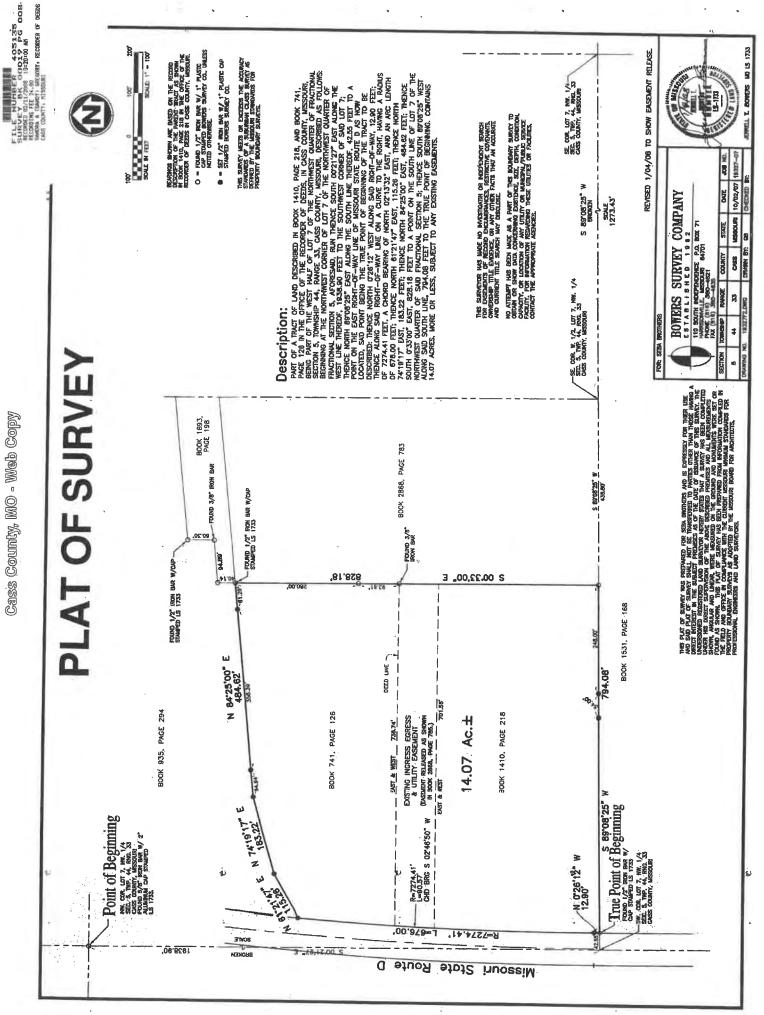
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veni tin day and your above writing. Challer The Maller Antonio Challer Antonio Challer The Maller Antonio Challer Antonio County, Illacado Hale



Milltre Medicker. Reconder of Deede



Milke Medsker, Recorder of Deeds

Contiegauce Jor State Highing Purposes

Phillip H. Linder, e single men, and C. W. Bates, Mortgages

Casa of the County of first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MIS-SOURI, party of the second part.

WITNESSETH, That the maid partime... of the first part, in consideration of the sum of -----One and No/100 -----DOLLARS. to _____ then ____ paid by the said party of the second part, the receipt of which is hereby suknowledged, in _____ by these presents grant, burgain and sell, convey and confirm unto the said party of the second part, its successors and sasigns, the following described tracts or parcels of land, bying, being and altuste is the County of Quite State of Missouri, to-wit;

A strip of lend having a width of 80 feet as average length of 377 feet, located in the Shi of Shi of Beotion 33, 145N, RUSH, and containing 8.694 of an sore of which 0.100 of an sore is in an old road. The centerline of said strip is the centerline of Supplementary State Highway Route D, and included between Stations 634+93 and 638+70 of a survey of seid centerlines

Station 634+93 on said centerline is located at a point on a 00-47; surve to the left, 190 feet east of the northwest corner of the SME of SWE of said Section 33, said curve has an interior angle of 340-177, and is tangent at said station to a line having a bearing of south 270-191 west; thence southerly along said ourve 377 feet to Station 638+70.

The undersigned G. W. Estas joins in the execution of this instrument for the purpose of releasing his interest in the above described real estate as holder of a note described in deed of trust recorded in Book 341 Page 159.

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known as Supplemental State 'ighway 'p" of the following described land located in the County of Cass. State of Missouri, towit: A tract of land in the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, described as follows: Beginning at a point 20 mode South of the Morthwest conner of said Quarter Quarter Section; thence West 400 feet to the Easterly line of Supplemental State Highway Route "D"; thanks Southwesterly along said line 565 feet, more or less, to a point which is 48 rods South of the North line of said Quarter Quarter Section; thence North to the point of beginning, said tract containing 5:90 acres, more or less, being all that part of the South 20 rods of the North half of and the worth 8 rods of the South half of the Northwest Quarter of the Southwest Quarter of Section 33. Township 45, Range 33, lying at of Supplementary Highway Route "D". That the Grantee, its successors and assigns, forever, may construct and maintain and

repair utility lines, including, but not limiting, to, water, and under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hergunto set their hands and scale this 30th may of August, 1967.

Earl L. Young Opal L. Young

MISSOURI ACKNONLEDGHENT NAN!" AND WIPE

STATE OF MISBOURI) i 58 COUNTY OF CASE (

激动的 网络伦敦伦尔威尔 计系统

On this 30 day of August, 1967, before me, the undersigned, a Notary Public, personally appeared Earl L. Young and Opal L. Young, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WEEREOF, I have hereunto set my hand and sifixed my official seal at by office in Cass County, Missouri the day and year last above written.

Opal C. Speir Notary Public

(Seal) My Term expires Sept. 14, 1971.

iled for record this 12th day of March, A.D. 1968 at 11 o'clock 10 minutes A.M. W Cold Mile, D Deputy Default Recorder

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GRANT OF UTILITY BASEMENT

COMPARED

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THIS INDEMTURE, made the 14 day of MARCH, 1967, between G. P. STARR and BETTY J. TARR, humband and wife, and W. WAYNE SILVIUS and LOUISE S. SILVIUS, humband and wife, trantors, and the CITY OF CLEVELAND, MISSOURI, Grantee:

WITNESSETH: That in consideration of the sum of CNE DOLLAR and other good and miusble consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors

hereby acknowledge, the Grantors hereby grant the Grantee, it's successors and assigns: A Utility Ensement of the East 10 feet of that land which runs parallel to the estarly line of Missouri State Highway "D", also known as Holmas Road and also known as Supplemental State Highway"D" of the following described land located in the County of Cass. State of Missouri, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 33, in Tranship 45, Range 33, descr. Led ms follows: Beginning:st, the Northwest Corner of said Quarter Quarter Section; running thence East to the point of

Intersection with a line running 100 feet E-starly of and parallel to the Easterly line of Missouri State Highway "D", as now located and established; thence Southwesterly on said line 200 feet Zasterly of an parallel to the Zasterly line of said Highway, co point of intersection with the West line of said Quarter Quarter Soction; thence North along said West line to the place of beginning.

That the Grantee, it's successors and assigns, forever, may construct and maintain and repair utility lines, including, but not limiting to water, sever and gas under and through said land as may be reasonable and proper in that behalf.

IN WITHERS WHEREOF, the parties have hereunto set their hands and seels this 30 day of March, 1967.

G.P. Starr Betty J. Starr W. Wayne Silvius Louise S. Silvius NUMBER OF STREET

MISSOURI ACROCALEDGNERT MAN AND WIPE

COUNTY OF CASS

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486

On this 30th day of March, 1967, before me, the undersigned, a Motnry Public, personally appeared G. P. STARR and BENTY J. STARR, humband and wife, and W. WAYNE SILVIUS and LOUISE 5. SILVIUS, humband and wife, to me known to be the persons desmibed in and who executed the foregoing instrument, and acknowledge dibet they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have berennto set my hand and affixed my official soul addy office in Cass County, Missouri the day and year last above written.

Opal C. ^Speir Notary Public

(Seal) My term expires Sept 14, 1967

....

Filed for record this 12th day of March A.D. 1968 at 11 o'clock 15 minutes A.N.

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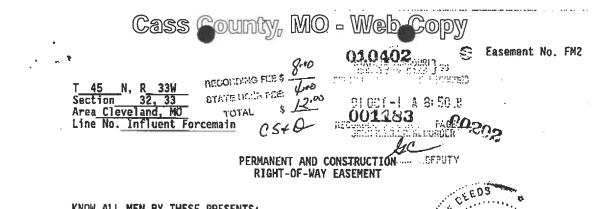
GRANT OF UTILITY EASEMENT

THIS INDENTURE, made the 14 day of MARCH, 1967, between BENNY C. ODOM and JUDY A. ODOM, husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantes.

WITNESSETH: That in consideration of the sum of CNE POLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantee, it's successors and assigns A Utility Resemant of the East 10 feet of that land which runs parallel to the

A Utility Sammant of the Sube is that is a suber of the following described land located in the County as Supplemental State Highway "D" of the following described land located in the County of Case, State of Missouri, to-wit:

A part of the Southeast Quarter of the Southeast Quarter of Section 32, in Township 45, of Range 33, dencribed as follows: Beginning at a point on the East line of said Section, a distance of 366.90 feet North of the Southeast corner of said Section 32; running thence West 256.90 feet, to a point in the Easterly right-of-way line of Holmes Road; thence in a Northeasterly direction along a curve to the right having a radius of 7274.41 feet a distance of 130.30 feet; thence East 204.35 feet to a point in the East line of said Section 32; thence South 120 feet to the



KNOW ALL MEN BY THESE PRESENTS:

4 That in consideration of <u>One dollar and no cents</u>, \$1.00 y and other good and valuable considerations paid to <u>Theodore C. Wallo</u> and <u>Esther M. Valld</u>, <u>husband</u> and <u>wife</u>, of the County of <u>Cass</u>, State of <u>Missouri</u>, <u>terbinafter</u> referred to as <u>GRANTOR</u>, by the <u>City</u> of <u>Cleveland</u>, <u>Missouri</u>, <u>terbinafter</u> referred to as <u>GRANTEE</u>, the receipt of which is hereby acknowledged; the <u>GRANTOR</u> does hereby grant, bargain, sell, transfer, and convey unto the <u>GRANTEE</u>, Gts successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in <u>Cass</u> County, State of Missouri said easements being described as follows:

A PERMANENT EASEMENT consisting of a strip of land ten (10) feet in width, located parallel and adjacent to, and immediately West of the West right-of-way line of Missouri State Route "D" of the following described property:

The North 1 acre of that part of the East half of the Southeast Quarter of Section 32, in Township 45, of Range 33, which lies East of the right-of-way of the Kansas City Southern Railway, and The Southwest Quarter of the Southwest Quarter of Section 33, in Yownship 45, of Range 33; all in CASS COUNTY, MISSOURI.

Subject to easements, restrictions, reservations of record, if any.

A TEMPORARY CONSTRUCTION EASEMENT consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately West of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said water pipe line shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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1 of 2

Mike Medsker, Recorder of Deeds

Easement No. FM2

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this $\overline{23}$ day of <u>November</u>, 19<u>90</u>. mak. alal. STATE OF MISSOURI SS. 020 COUNTY OF On this 23 day of and for the County of , 1990, before me, a notary public in in the State of Missouri, personally $do = E_{a}dd_{a}$ vanker U MALOLE. to me known as the persons in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in <u>Clauseland</u>, Missouri, on the day and year first above written. PON K. HAI And the line of the state of th Sharron K.-Notary Public facokins Commission, Expires NOTARY PUB-073 5 61 07-11-29 8-2-11-40



2 of 2



T<u>45</u>N, R<u>33W</u> Section<u>32,33</u> Area<u>Cleveland, MO</u> Line No.<u>Influent Forcemain</u>

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PERMANENT AND CONSTRUCTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>One dollar and no cents</u>, <u>\$ 1.00</u>, and other good and valuable considerations paid to <u>Theodore C. Wallo and Esther M. Wallo, husband</u> and wife, of the County of <u>Cass</u>, State of <u>Missouri</u>, hereinafter referred to as GRANTOR, by the <u>City of Cleveland</u>, <u>Missouri</u>, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in <u>Cass</u> <u>County</u>, State of <u>Missouri</u> said easements being described as follows:

A <u>PERMANENT EASEMENT</u> consisting of a strip of land ten (10) feet in width, located parallel and adjacent to, and immediately West of the West right-of-way line of Missouri State Route "D" of the following described property:

The North 1 acre of that part of the East half of the Southeast Quarter of Section 32, in Township 45, of Range 33, which lies East of the right-of-way of the Kansas City Southern Railway, and The Southwest Quarter of the Southwest Quarter of Section 33, in Township 45, of Range 33; all in CASS COUNTY, MISSOURI.

Subject to easements, restrictions, reservations of record, if any.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately West of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said water pipe line shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

1 of 2



Appondo al	ally		
Esthin M. Wa	<u></u>		
STATE OF MISSOURI)		
COUNTY OF _ Cass) SS.		
On this <u>23</u> day of <u>Ma</u> and for the County of <u>appeared</u>	in t	10, before the state of Mi V Eatler	me, a notary public ssouri, personally o M. Mallo
to me known as the persons acknowledged that (they, h free act and deed.	le, sile) acknowledg		(
In Testimony Whereof I hav my office in <u>(lessole</u> written.	ve hereunto set my , Missouri,	hand and affix on the day and	(ed my official sea 1 year first above
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DFC 13 1979

T 45 N, R 33 WSection 34 Area A

Name Laffoon, J. Number

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to <u>Jewell Laffor and</u> <u>Evely Laffor</u>, bis wife, <u>of the County of</u> <u>JEES</u> , State of <u>LESOURI</u>, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the right-of-way line of the now established State or County road running along the side of the following described real estate of the GRANTOR situated in Cass County, Missouri, to-wit;

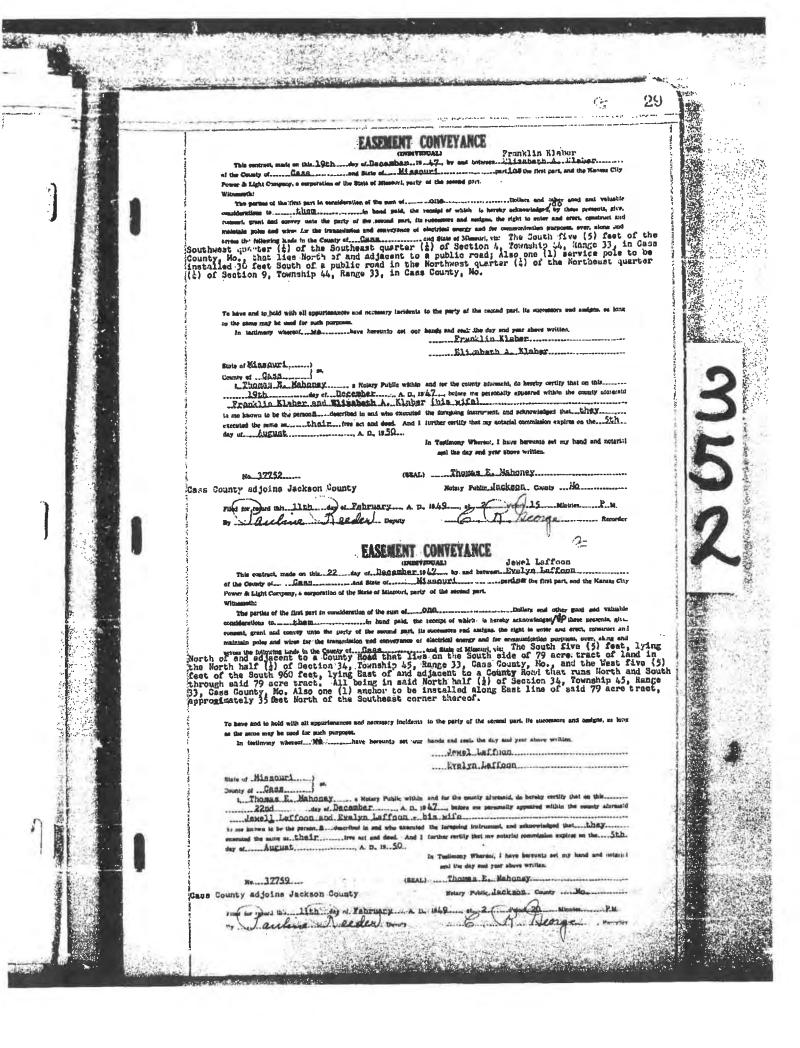
The Southwest Quarter of the Northeast Quarter of Section 34, Township 45, Marge 33.

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

Title to said water pipe line shall be and remain in the District.

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Preser & Light Company, a capacital of the State of Mismark, party. of the second part. Winessent: The perties of the tips part in consideration of the man of		This contract, made on this 29th day of Cotober 1945, by and between Hilds. I. Greycreft		3
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George N. S. Privoraft Hilde. I. Grayoraft Donny et Gass] = 2010 day et October 2010 day et October George N. Utayoraft Denny et Doctober Cotober Cotober Cotober Cotober Cotober A Roisry Public within pd for the county alorsmid, so hereby ertily that on this 2010 day et October Cotober		as the same way be used for such purposes.		
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29th day of October George W. Disyotelt to present a for the power of the foregoing instrument, and acknowledged that. to use inverse is the power. described in and who succeed the foregoing instrument, and acknowledged that. to me inverse is the for the fore and dead, And I turther setting that my motarial commitation expires on the APE. day of AUGUST free set and dead, And I turther setting that my motarial commitation expires on the APE. and the day and restinger within the day and year above written. 30000 (BEAL) Frank Lacy	1.0	Sounty at	Production and	
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)	EASEMENT CONVEYANCE (Individual)
KNOW	ALL MEN BY THESE PRESENTS, thet I/we, Jewell Laffoon and Evelyn Laffoon
of which ar 1330 Baltim along, acro on said righ	onsideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and suff e hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Co ore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easeme as and under the lands hereinafter described, including the right and privilege at any time and from time to time t of way and erect, Kansas Canada and the successors and erect successors and contract the successors and set of the successors and assigns.
energy and of way, and to maintain	A NEW MARKANA AND AND AND AND AND AND AND AND AND
	The South five (5) feet of the Southeast Quarter (SE4) of the Northwest Quarter (NW4) of Section 34, Township 45, Range 33, Cass County, Missouri, except that part now lying in Holmes Road, as now established.
	This easement is for overhanging wires and for topping of trees.
	AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise app id Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.
IN WIT	, . NESS WHEREOF, We have hereunto set. OUT hand S. and seal S. this 19th
	June 19.84
	(Seal) Laffan Alleran
	(Sesi) Jewell Lariton Helfoon
	Evelyn Laffeoon
State of	Missouri ss.
· · ·	", Jackson
· · ·	-,
On thi	Laffoon end Evelyn Laffoon
Jewell	and
Jewell	-

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D/L <u>V</u>eb Çqpy SS Countw GIT COMPAN . п., 19. <u>Қ</u> Ұ 14141 Ser. EASEMENT CONVEYANCE at Page 64894 10102 --KANSAS CITY POWER 1330 Baltimore, Kanaai Recorder's Fee, 5 o'clock. 7:00 Filed for (0 County of. Address C.O. # Section of ģ By.. đ Mike Medsker, Recorder of Deeds MER ŝ.,

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day of March, A.D.1956 at 2 o'clock 20 minutes P.M. 71) ed for record this. 15 Recorder Deputy AFFIDAVIT

STATE OF MISSOURI) County of Cass)

Claudia Stansbury, being first-duly sworn, states that she is a mister of Ream G.Kunt, named as one of the grantess in deed of record in Book 254. Page 49, in the Recorder's Office of Cass County. Hissouri.

Affiant states that the said Bana C.Hunt departed this life in Case County, Missouri, on April 27,1935, and at the time of hir death left as her sold and only heirs-at-law her brother and sisters, named as follows:

Martha Lawson, Lillie Suth, Mary Predrick, James M.Nunt, and Glaudia Stansbury, this affiant.

Affiant states that her brother, James N.Bunt, departed this life in Case County Missouri, on April 20th,1983; and at the date of his death left as his sole and only beirs-at-law his three children, named as follows:

Hattie Rich, Harry Hunt and Edna Hatten.

Affiant states that the estate of Exma C.Hunt was duly administrered upon in the Probate Court of Cass County, Missouri, and that all debts against said estate have long since been fully paid and the executrix discharged.

Purther affiant waith not.

Glaudia Stansbury

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Subscribed and sworn to before me this 25th day of March, 1944. (SEAL) My commission expires January 22, 1958. C.D. Eidson, Motary Public

CIRCUIT COURT FOR THE COUNTY OF CASS, STATE OF MISSOURI

ILED MAR 15,1956 WILLARD R. McGOWEN CIRCUIT CLERK

C.J.STONE CONSTRUCTION COMPANY, A Corporation et al Defendent

MATE OF MISSOURI or rol., STATE HIGHWAY COMMISION OF MISSOURI, Plaintiff

PARCO

REPORT OF COMMISSIONERS

No. 26517

On this 15th day of March, 1956, come Resce, Gross, Jack Jones and Wm. H. Lemmer who were heretofore duly appointed commissioners in the above entitled cause, and report that they forthwith accepted said appointment; they not together; took and filed in this cause their QUALIPYING DATH; all three fiewed all the properties together; that the lands and properties were staked and laid out at the time in accordance with the descriptions in the PETITION; that they examined the respective descriptions while viewing the corresponding properties; that they considered and weighted the damages, if any, which the Defendants owing the several properties will sustain by reason of the appropriation set out in the petition, and took into consideration the benefits to be durived by the owners as well as the damages sustained thereby. as in required by law, all to the extent of their effect on, and as reflected in. the market values of the several entire properties, of which the respective parcels described herein are parts; and that they do berein and bereby forthwith return, under oath, to the circuit claim their report afanatation geographic and a setting and guarinestistubyrout in duplicate, setting forth and stating separately as to sach an Rha para tanàna mandritra dia kaominina dia kaominina dia kaominina dia kaominina dia kaominina dia kaomini

property or group of properties held under the same ownerships, (1) the amount of net damages, if any, together with, and immediately following, (2) a specific desordption of the property, for the taking or use of which the camages are transfer, to-with 187

8.0 Lands, properties, or interests , ownership of, or legel rights in which are claimed by C.J.Stone Construction Company, a Corporation, C.J.Stone, Georgia Stuns, to-wit:

8.10 An essement for right-of-way for supplementary State Highway Y Case County over and serves land described as follows:

8.11 A strip of land 35 feet wide and 867.4 feet long, located in the $\pm x$ of the SET of Section 14, ThéN,R33W, and containing, 0.399 screes in the present road and \approx . 0.296 acres of new land. The east boundary line of said strip is the conterline of a proposed Supplementary State Highway designated Route Y, and it is included between the Station 39906 and Station 47+7340f. a survey of said centerline.

6.12 Station 39+06 on maid centerline is located at a point 791.5 feet south of the northeast corner of the SEA of a aid Section 14, and from said Station the 20-20 cant 5/1 feet to a point; thence centerline extends/south 2 -18' east 296.4 feet to Station 47+73.4.

> "None DOLLARS (\$Ecus) is assessed by the Commissioners as not damages for the sporopristics of the above". $H_A \pi$

9.0 Lends, properties, or interests, ownership of, or legal rights in which are claimed by LEONARD L. RIDWELL, MARY M. RIDWELL, FREADA POTTER, CHARLES W.HIGHT, TRUSTER ALBERT A. ROBINSON and FREADA POTTER, TRUSTER, to- wit:

9.10 An easement for right-of-way for Supplementary State Highway Y Casa County, over and sores land described as follows:

9.21 A strip of land 35 feet wide and 1331.8 feet long, located in the SW2 of the SW2 of Section 13, T46W,R33W, and containing 0.642 of an acre in the present road and 0.429 of an acre of new land. The west boundary line of said strip is the centerline of a proposed Supplementary State Highway designated Route X, and it is included between Stations 44+37 and 57+68.8 of a survey of said centerline.

9.12 Station 44+37 on said centerline is located at the northwest corner of the SW2 of the SW2 of said Section 13, and from said Station the centerline extends south $2^{\circ}-28^{\circ}$ east 40 feet to a point; thence south 2° 18' east 1291.8 feet to Station 57+68.8

> "None DOLLARS (\$None) is assessed by the Commissioners as not damages for the appropriation of the above", "n"

10.0 Lands, properties, or interests, ownership of, or legal rights in which are claimed by MAT L. BRCWM, DAISY J.BROWN, ALLEN BANKING COMPANY, & Corporation, CHARLES W. HIGHT, Trustee, to-wit:

10.10 An easement for right-of-way for Supplementary State Highway Y Cass County, over and across land described as follows:

10.11 A strip of land 35 feet wide and 100 feet long, located in the Ng of the MWH .Section 25, Th6N,R33W, and containing 0.041 of an ears in the present road and 0.039 of an more of new land. The west boundary line of said strip is the conterline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 116419 and 117419 of a survey of said centerline.

10.22 Station 116+19 on soid centerline is located at a point 561 feet south of the morthwest corner of said Section 25, and from said Station the centerline extends south 2° -19' east h0.4 feet to a point; thence south 2° -14' east 59.5 feet.

to Station 117+19.

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11.0 Lends, properties, or interests, ownership of, or legal rights in which are claimed by ROY T. STEVENS, ORA B. STEVENS, DRAN G. STEVENS, VIOLA M. STEVENS, MARGAMET N. HOLLAWAY, LEBLIE M. GROUGH, Trustee, SWAN C. MOREY, Trustee, touvit:

11.10 An ensement for right-of-way for Supplementary State Highway Y Cass, over and scross land described as follows:

11.11 A strip of land 35 fest wide and 1306 fest long located in the SEE of the SEE of Section 25, ThSE,B33W, and containing together with an additional strip hereinafter described a total of 0.601 of an agre in the present road and 0.462 of an agre of new land. The east boundary line of said strip is the centerline of a proposed Supplementary State Highway designs ted Route Y, and it is included between Stations 150+50 and 163+56 of a survey of said centerline.

11.12 Station 150450 on said centerline is located at the northeast corner of the SE4 of the SE4 of said Section 26, and from said Station the centerline extends south 2° -26: east 337.6 fest to a point; thence south 2° -10: east 836 fest to a point; thence south 2° -25: east 132.4 fest to Station 163456.

11.13 Also an additional strip of land lying along and joining on the wasterly side of the 35 foot strip described above. Said strip beginning with a width of 5 feet (at a point on owners north property line opposite Station 150+50; thence maintaining a width of 5 feet to a point opposite Station 151+00; thence marrowing uniformly to a width of 00 feet at a point opposite Station 152+00;

11.20 Also an easement on two strips of land lying slong and joining on the westerly side of the right of way described above, Strip No.1 begins with a width of 50 feet at a point on defendent's month property line opposite Station 150+50; thence maintaining a width of 50 feet to a point opposite Station 151+00; thence widening to a width of 105 feet at a point opposite Station 153+50; thence maintaining a width of 105 feet to the south end of said strip opposite Station 155:00. Said strip ountains 0,866 of an acre and is to be used for the purpose of wasting earth in the old creek channel and for backing up water until resulting deposit of earth or silt fills the balance of said channel. After which time the essement right shall cause and be no longer in effect. Atrip No.2 is 30 feet in width and 50 feet in length, joining on the westerly side of the above described right of way between Stations 162+08.6 and (162+38.6. Said strip contains 0.035 of an acre and is to be used fortthe construction of an inlet drainage ditch. Only a part of the above described strip will be used for the said draiunge fulet ditch, the extra land being included for men, teams and machinery to work and turn on. After completion of the construction of said ditch the defendant may fence and shall have the free and uninterrupted possession (and use of said strip, subject only to the High-ay Commission's right, if it should so eleat to enter thereon from time to time for theppuppes of mintaining said ditch

> "Three Hundred Fifty DOLLARS (\$350.00) is assessed by the Commissioners as not damages for the appropriation of the above"

12.0 Lands, properties, or interests , ownership of, or legel rights in which are claimed by LEROY D. CLINE, MARIE L. CLINE, MERRINAN MORTOAGE CONFAM, L.H. WILLIAME Trustee, Elmer F.Spres, Alice Spres, to-wit:

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12.10 An essenant for right-of-way for Supplementary State Highway Y Cass, over and across land described as follows:

12.11 A strip of land 35 feet wide and 1150 feet long, located in the NWE of the NWE of Section 36, Th6N,R33W, and containing, 0.582 of an acre in the present read and 0.344 of an acre of newilland. The uset boundary line of and strip is the conterline of a proposed Supplementary State Highway designated Route X, and it is included between Stations 163+71 and 175+21 of a survey of said centerline.

12.12 Station 163+71 on said centerline is located at the northwest corner of the NW1 of said Section 36, and from said Station the centerline extends bouth 2 -25 east 2150 feat to Station 175+21.

"Mone DOLLARS (Sione) is assessed by the Commissioners as not damages for the appropriation of the above." "gu

13.50 Lands, properties, or interest, ownership of, or legel rights in which are claimed by THEODORF J. SHISLER, DUTH ALIGE SHISLER, EQUITABLE LIPE ASSURANCE SOCIETY of the UNITED STATES, PAUL C. YOUNG, Trustee, to-wit:

13.10 An easement for right-of-way for Supplementary State Highway Y Cass, over and across land described as follows:

13.11 Two strips of land bereinsfter designated Strip A. and S. sid located in the SEt of Section 2, and the NWt of Section 12, all in T455,R33W, Said strips together with an additional strip hereinsfter described, contain a total of 2.799 acres in the present old road and 1.529 abres of new land.

13.12 Stip A is 35 feet wide and 2641 feet long. The east boundary line of said atrip being the centerline of a proposed Supplementary State Highway designated Route Y(T), and it is included between Stations 244+63 and 271+04 of a survey of said highway.

13.13 Strip 3 is 35 feet wide and 2650 feet long. The west boundary line of which is the centerline of seid highway, and it is included between Stations 271+05 and 297+55 of soid eurysy.

13.14 Station 244+63 on said centerline is located at the northeast corner of the SE4 of said Section 2, and from said Station the centerline extends south 2^0 49; east 182.7 feet to a point; thence south 3° -20; east 760.8 feet to a point; thence wouth 3° -12; east 1542.9 feet to a point; thence south 3° -16; east 1531.4 feet to a point; thence south 3° -04; east 447.5 feet to a point; thence south 3° -60; east 826.7 feet to Station 297+55.

13.15 Also an additional atrip of land joining on the east side of Strip B desoribed above. Said strip begins with a width of 00 feet opposite Station 280+00; thence widens uniformly to a width of 10 feet opposite Station 281+00 and continues southerly maintaining a width of 10 feet to a point opposite Station 283+00; thence improve uniformly to a width of 00 feet opposite Station 283+00;

13.20 Also, an essement on a strip of land joining on the east side of Strip B described above. Said essement has a width of 100 feet and length of 250 feet along its denterline which is located as follows: Seginning at a point on the east line of Strip B, opposite and 35 feet east of Station 269+39; thence south 78° -04! east 40 feet to a point; thence south 33° -04! east 220 feet to a point. Said strip contains 0.575 of an acre and is to be used for the clearing and straightening the channel and banks of a branch of East Greek during the construction of said highway. Only a part of the above described strip will be used for the clearing and straightening of East



Greek, the extra lend being included for man, teams and mobinery to work and turn on. After the completion of the menatrustion or clearing of said chandel, the defendants may fence and shall have the free and uninterrupted possession and use of said strip; subject only to the Highway Commission's right, if it mould so elect to enter thereon from time to time for the purpose of maintaining said channel;

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"None DOLLARS . (#None) is assessed by the Commissioners as not damages for the appropriation of the above". woh (1

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ALL,O Lands, properties, or interests, everythip of --- legal rights in which are claimed by JOHN W. BISHOP, OPAL BISHOP, MUTUAL BENEFIT LIFE INSURANCE COMPANY, CLAYTON E. MARAFFEY and DALE C. BERMOND, Trustees, to-wit:

14.10 An easement for right-of-way for Supplementary State Highway Y Cass,over and scross lund described as follows:

14.11 A strip of land 5075 feet in length, located in the MEA of Section 33. ThSN,R33W, and containing, together with an additional strip hereinafts: described, a total of 2.918 mores in the present road and 1.868 mores of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey contarline of a proposed Supplementary State Highway designated Route X, and is included between Station 591+00 and Station 641+75 of the survey of said centerline.

14.12 Station 641+75 on soid centerline is located at the southwest corner of the NEt of said Section 33, and from said Station the centerline extends north 88° -11' seet 315.6 feet to a point; thence north 88°-57' east 1047.7 feet to a point; thence north 89°-09' east 530.2 feet to a point; thence north 89°-04' east 410.5 feet to the P.T. of an 18° curve to the left unid curve having an interior angle of 94°-19': thence northeasterly along and curve 523.2 feet to the P.C. of curve; thence north 5°-15' west 1509.6 feet to a point; thence north 5°-16' west 497.2 feet to the P.T. of an 18° curve to the right, and curve having an interior angle of 94°-15'; thence northerly along seid curve 241 feet to Station 591+:00.

14.13 Also an additional strip of land lying along and jointing on the northerly side of the above described strip. Said strip beginning at a point opposite Station 637+50 with a width of 00 fast; thence widening uniformly to a width of 5 fast at a point opposite Station 638+00; thence maintaining a 5 foot width to a point opposite Station 641+75;

14.20 Also, an essement on two strips of land which are to be used for the construction of drainage inlet ditches, said strips contain a total of 0.152 of an acre and are described as follows: Strip No.1 has a width of 40 fest and ength of 46 fest and joins on the morth side of the right-of-way described above between Stations 622+60 and 623+06.

Strip No.2, Joining on the north of the right-of-way described above, had a width of 40 feet and length along its centerline of 120 feet. The centerline of said strip beginning at a point 40 feet north of Station 636+59.4 and extending thence north 45⁹ -49' wast the distance of 120 feet to a point. The drainage ditches will be constructed on only a part of said land, the extra Jand being included for men, teams and machinery to work and turn on. After completion of the construction of said ditches the owners of said land may fence, and shall have the free and uninterrupted possess ion and use of said strips; subject only to the Highway Commission's right if its sould so elect to anter thereon , from time to time, for the purpose of maintaining

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asid ditches. "Hono DOLLARS" (\$done) is assessed by the Commissioners as not demaged for the appropriation of the above 191

(15.0 Lands, properties, or interests, cunership of, or legal rights in which are claimed by FRED HEXMON and HOPE HEAMON, to-wite

15.10 An essenant for right-of-way for Supplementary State Highway Y Cass, over and across land described as follows:

15.11 A strip of land 35 feet wide and 1318 feet long, located in the NEt of the 8Wh of Section 33, 745N,R33W, and containing 0.637 of an acre in the prer " road and 0.425 of an acre of new land. The north boundary line of said strip is the conterline of a proposed Supplementary State Highway designated Route Y, and it is included between Stations 641+64 and 654+62 of a survey of said conterline.

15.12 Station 641+64 on and conterline is located at a point 9 feet east of the northeast corner of the NE2 of the SW2 of said Section 33, and from said Station the conterline extends couth 89° -11; west 927,6 feet to a point; thence south 89° -29; west 390.4 feet to Station 654+82.

"Thirty Pive and no/100 DOLLARS \$35.00) is assessed by the Commissioners as not damages for the appropriation of the above"

WHEREFORE, flaving acted in all things in compliance with law and with the terms of the ORDER APPOINTING COMMISSIONERS, your commissioners pray that this, their report of their proceedings thereunder, be accepted, and that they be discharged.

> Reece Gross Jack Jones Mm.H.Lemmer, Commissioners

CERTIFICATION

State of Missouri) County of Case)

(SELL)

On this March 15,1956, before me parm nally appeared Reece Gross ,Jack Janes, and Mm. H.Lommer, to me known to be the consissioners heretofore appointed in the above -entitled cause and who executed the foregoing duplicate original REPORT OF CONMISSIONERS, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated therein are true; and that each ussessment of not damages inserted therein is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to these who must pay said damages, if any.

WillardRE.MaGowan, Circuit Clerk

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Recorde

By Frances L.Argenbright, Deputy Clark

record this 15 day of March, A.D.1956 at 2 o'clock 40 minutes F.M.

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Deputy

This Indenture, made and entered into this 27th Gay of February,1956, by and between Robert J.Beckerdito and Velma N.Beckerdite, husband and wife, parties of the first part, and Gity of Harrisonville, Missouri, a Municipal Corporation, party of the second part.

Mitnesseth, that for and in consideration of the sum of One and No/100 Dollars, receipt of which is hereby acknowledged, first parties do hereby grant to second party its successors and assigns, the right to enter upon, construct, operate, repair and remove a single line of pipe for the distribution of water, over, along and under the following described real estate, situate in the County of Case and State of Missouri to-wit:

The East 5 feet of Lot 24, and The Kest 5 feet of Lot 10, and The East 5 feet of Lot 9, in ESCKERDITE'S ADDITION, a Subdivision in Harrisonville, Case County, Hissouri

In Witness Whereof, we have hereunto set our hands this 27th day of February, 1956.

Robert J.Beckerdite Velma N. Beckerdite

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STATE OF MISSOURI)

CDUNTY OF CASS) On this 27th day of February, 1956, before we personally spheared Robert J.Beckerdite and Velma N.Beckerdite, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free sot and deed.

In Testimony Whereof, I have bereanto set my hand and affixed my official seal at my office in Harrisonville, Missouri, the day and year last above written.

My term expires July 2,1958.

(SEAL)

Charles W.Hight, Notary Fublic.

Recorder

Br COMPAREL

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Filed for record this 16 day of March, A.D. 1956 at 10 o'clock A.N. Will Kunsell. Caputy 00000000

LAST WILL AND TESTAMENT

IN THE NAME OF GOD ANEN:

KNOW ALL MEN BY THESE RESENTS, That I, Lucy Alms Storms of the County of Case, State of Missouri, being mow of sound mind and memory and mensible to the uncertainity of life and the certainity of death, and while in strength of body and mind, do hereby min make, publish and declare the following to be my Last Will and Testament hereby revoking and cancelling all other or former Wills, if any, made by Me.

ARTICLE I. It is first my wish and desire that all my just debts last sieleness and funeral expenses be paid, and that I be buried in the Sloan Cametery, East 27 Pleasant Hill, Missouri, on the Storms' lot where my mother and father are buried, and I direct my Executor hereinafter named to purchase a suitable Marker or Monument to be placed at the head of my remains, the cost of which shall not exceed Six Hundred (\$600 00) Dollars.

ARTICLE II. It is further my wish and desire after Article I has been complied with, and I hereby devise and bequesth to my brother, George B.Storms, the sumoef \$1.00 and no more.

ARTICLE III. It is further my wish and desire, and I hereby devise and bequests after Artiles I and II have been complied with and cost of probation paid, that all of



Easement No. FM-8

T<u>45</u>N, R<u>33W</u> Section<u>33</u> Area<u>Cleveland</u><u>MO</u> Line No.<u>Influent Forcemain</u>

PERMANENT AND CONSTRUCTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>One dollar and no.cents</u>, <u>\$1.00</u>, and other good and valuable considerations paid to <u>William R. Hamaker and Nancy A. Hamaker</u>, husband and wife

of the County of <u>Cass</u>, State of <u>Missouri</u>, hereinafter referred to as GRANTOR, by the <u>City of Cleveland, Missouri</u>, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in <u>Cass</u> County, State of <u>Missouri</u>, said easements being described as follows:

A <u>PERMANENT EASEMENT</u> consisting of a strip of land twenty (20) feet in width, located parallel and adjacent to, and immediately South of the South right-of-way line of Missouri State Route "Y" of the following described property:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, in CASS COUNTY, MISSOURI, subject to right of way granted to the Kansas City Power & Light Company.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately South of . the above described Permanent Easement.

A <u>PERMANENT EASEMENT</u> consisting of a strip of land twenty (20) feet in width located parallel and adjacent to, and immediately East of West property line of the above described property.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land ten (10) feet in width located parallel and adjacent to and immediately East of the above described Permanent Easement.

It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

Title to said sewer pipe lines shall be and remain in the GRANTEE.

GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.



1 of 2

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy Easement No. FM-8 14 IN WITNESS WHEREOF the GRANTORS have executed this instrument this 26 day K.s. STATE OF MISSOURI)55. COUNTY OF JACKSON 10. On this <u>26</u> day of <u>SEPTEMBER</u>, 19<u>71</u>, before me, a notary public in and for the County of <u>TACKSCN</u> in the State of Missouri, personally appeared <u>WILLIAM R. HAMAKSR</u> appeared___ to me known as the persons ł in and who executed the foregoing instrument and acknowledged that (they, he, she) acknowledged the same as (their, his, her) free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal acting office in <u>IKANSAS CITE</u>, Missouri, on the day and year first above with the My Commission Expires <u>Acting 16, 1853</u> ABVIOU FUBLI 10 OTAS Check L. ton 2 My"Commission Expires: e, CHESTER L. STIFTER 2 OFEUS \$ NOTARY PUBLIC STATE OF MISSOURI JACKSON COUNTY W-CONTINSION EXP AUG.16.1993 40 U. DER O 2 ç a <u>ن</u> 00T 28 t fr 111537 40 -70 3.53 Alfelds" 륑 **JTAL** Ξ. 00054 $\langle f \rangle$ 2 of 2 Mike Medsker, Recorder of Deeds

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> a Strip of Land 40, fast in width and 3666feet in length, located in the SEi of Smg of Section 28, and Eg of WW1 of Section 33, all in 7458, B33W, and containing 2.520 sores in the present old road and 0.840 of an sore of new land. The westerly boundary line of said strip is the centerline of Supplementery State Highway Route D, and included between Stations 575+19 and 621:85 of a survey thereof. inote: except that part of said strip lying west of swoors wont property line between Stations 607+97.6 and 611485.)

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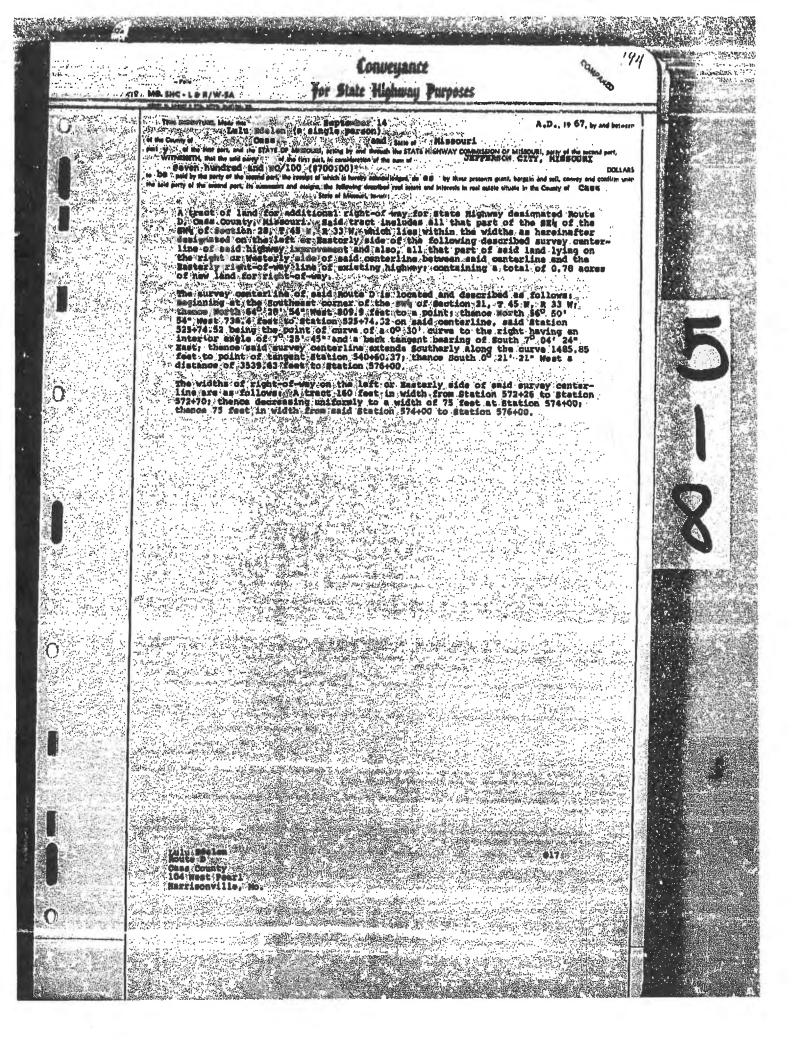
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WATER MAIN EASEMENT

THIS EASEMENT: made and entered into by and between OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999, OMER KIRCHER AND PAUL WILLIAM KIRCHER. Co-Trustees, 3771 Apex Court. Norman, Oklahoma, 73072, hereinafter referred to as "Grantor", and the CITY OF CLEVELAND, MISSOURI, a Municipal Corporation. its successors and assigns, hereinafter referred to as "Grantee";

WITNESSETH:

In and for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF CLEVELAND, receipt of which is hereby acknowledged. Grantor does hereby grant in perpenuity to the CITY OF CLEVELAND the right, privilege, and authority to construct, maintain, and operate a water main, together with all necessary appurtenances thereto, in, under, and through the property of Grantor, described as follows: to-wit:

A thirty-foot easement lying immediately east of and adjacent to the right-of-way of Highway D. over the following described real estate, located in Cass County, Missouri, to-wit:

The Southeast Quarter of the Southwest Quarter (SE/SW) of Section 28, Township 45, Range 33, Cass County, Missouri; and

The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri; and

The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

Permission of authority herein granted shall be used for the purpose of installing and maintaining a water main and for no other purpose.

Grantor retains the unobstructed use of the property above which the water main is constructed, except there shall be no construction above the water main that will prohibit the normal and proper operation and maintenance of the water main.

The City agrees that, if any fences are cut or damaged during the initial construction or during the maintenance of the water main, same will be repaired. All debris, including rock or excess dirt resulting from the construction of the water main will be removed from the above easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee City, its successors and assigns.

IN WITT	NESS WHEREOF, the OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999,
OMER KIRCHE	R and PAUL WILLIAM KIRCHER, Co-Trustees, have caused this instrument to be executed this day
	OMER KIRCHER CHARITABLE REMAINDER UNITRUST DATED APRIL 8, 1999.
	Omer Kircher (Co-Trustee) By: <u>Jaul William Kircher</u> (Co-Trustee)
	- UNING FEE\$ 6 00 P
STATE OF OKL	AHOMA)
COUNTY OF CI	A second s
On this known to be and	day of 1999, before me, the undersigned, personally appeared GMOR KIRONER to be a cknowledged that he executed the foregoing as free act and deed as such Co-Trustee.
IN WIT	NESS WHEREOF, I have set my hand and seal at my office in <u>Norman DL</u> the day and very and we written.
My commission	expires:
June 6	Notary Public Notary Public
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On this KIRCHER to m	day of $duck + 4$ 1999, before me, the undersigned, personally appeared PAUL WITLIANE, the known to be and acknowledged that he executed the foregoing as free act and deed around Covirtuation. Note
IN WIT	INESS WHEREOF. I have set my hand and seal at my office in (ARISBAC, UM the day and year last, above written.
My commission	n expires:
<u>5-19</u>	ARE Medsker Arecorder of Deeds 1,6

IRRIGATION AGREEMENT OWNER - SEBA BROS. PROPERTIES, INC.

This Agreement, entered into this <u>17thday of December</u>, 1991, between the City of Cleveland, Missouri, hereinafter referred to as "City" and Seba Bros. Properties, Inc., a Missouri corporation, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS. City presently is considering the construction of a wastewater treatment system in the Southwest Quarter of the Northeast Quarter of Section 33, Township 45 North, Range 33 West, Cass County, Missouri, and

WHEREAS, it will be necessary, from time to time, to reduce the accumulation of wastewater in said treatment system wastewater storage basin, which water may be utilized for agricultural irrigation purposes, and

WHEREAS, Owner is desirous of utilizing such wastewater accumulation for the irrigation of its land.

NOW, in consideration of the mutual benefits and covenants herein contained, the parties agree as follows:

1. <u>Wastewater Acceptance</u>: Owner agrees to accept wastewater from City to be applied to approximately 42.5 acres of agricultural land for the purposes of irrigating same. Owner will determine when and how much irrigation needs to take place and agrees to irrigate as much as practically possible. The parties agree and understand that during period of high precipitation irrigation would be impracticable and injurious to crop production and no irrigation will take place at such time. Owner further agrees to do nothing so as to cause wastewater to be drawn from the wastewater treatment system below the permissible point of withdrawal. Owners would have no liability for drawing the wastewater below the permissible point unless their actions are willful and wanton.

2. <u>Land Description</u>: Owner acknowledges that it is the sole owner of approximately 71 acres of land, 42.5 acres of which is to be irrigated under the terms of this agreement, the legal description of said 71 acres of which is attached hereto and made a part hereof as Exhibit "A".

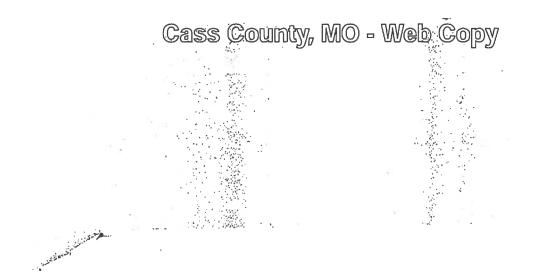
3. <u>Operation and Maintenance</u>: City shall provide the irrigation equipment and appurtenances complete, including pump, irrigation force main and center pivot pads. City shall further provide complete operation and maintenance for the irrigation system for a period of one (1) year after its initial installation. After the first year of operation, the City and the Owner will each pay i of the fuel and oil expense of operating the irrigation system. All other operation and maintenance expenses, including repairs and replacement, insurance, materials and labor necessary for managing and maintaining the irrigation system will be the responsibility of the City.

4. <u>Ownership of Irrigation Equipment</u>: Ownership of the entire irrigation system shall be and remain in the name of the City of Cleveland. At the end of the term of this irrigation agreement, if the City should decide to sell said irrigation equipment, the Owners of the irrigated lands herein described shall have the right of first refusal to purchase the irrigation equipment at such price as the City may offer it for sale. The right to purchase

Recorder

Mike Medsker,

Page 1 of 5



the equipment shall be proportionate to the respective ownership of the lands to be irrigated. Owner shall be granted 20 days notice in writing of the City's intention to sell said irrigation equipment and the terms of said sale. Owners may exercise their right to purchase by either mailing via U.S. Mail with postage prepaid to the Mayor of the City of Cleveland a notice of acceptance or by hand delivering same to the Mayor within said 20 day period.

5. Equipment Replacement: City shall provide replacement of the irrigation system as required and determined by the City. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the system to maintain the capacity and performance for which the system was designed and constructed. In the event that city and Owner do not agree as to whether or not a particular piece of equipment needs to be replaced. City agrees to request a representative of the Department of Natural Resources to examine same and make a recommendation. If at any time Owner requests that a piece of equipment be replaced and the Department of Natural Resources representative recommends that it be replaced and the City fails to do so, such shall be cause to allow Owner to withdraw from this agreement. If Owner elects to withdraw from the agreement it shall give 90 days notice to the City of their intention to withdraw.

6. <u>Easements</u>: Owner gives and grants to City an easement on and through the herein described lands for the installation, maintenance, repair replacement and removal of the irrigation supply pipelines.

7. <u>Term</u>: The terms of this Agreement shall be for a period of twenty (20) years from the date of completion of a wastewater storage basin and completion of installation of irrigation facilities.

8. <u>Warranty of Title</u>: Owner covenants to and with City that subject to easements, restrictions and liens of record, Owner is lawfully seized and possessed of the lands and has a good and lawful right and power to enter into this agreement. Owner further covenants that he will request the mortgageholder to consent to the entering into of this Agreement.

9. <u>Covenants by City</u>: City covenants to and with Owner as follows:

Mike Medsker, Recorder

- a. That City will maintain system in accordance with Department of Natural Resources regulations and all water quality control standards of the State of Missouri.
- b. That City will adopt in substantially the same form as it presently exists the attached ordinance and the City will enforce same with due diligence.
- c. That City will cause the wastewater to be tested at least monthly during the growing season and when advised by Owner immediately prior to Owner's beginning to take water from the wastewater storage basin and City will furnish a copy of the reports to Owner.
- d. City further agrees to indemnify the owner against all actions, claims or demands for damages of any kind whatever which may arise because of any pollutants or anything else that may be in the waters or alleged to be in the waters which are used for irrigation from the City's wastewater treatment system. In addition, City agrees to indemnify

Page 2 of 5

Deeds

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County, MO - Web

Owner for any losses to crops caused by the wastewater used in the irrigation project other than for any negligence of the Owner. The City is further not indemnifying the Owner as to any lawsuits or actions growing out of chemicals which the Owner has placed upon the crops or upon the lands.

e. City further agrees to obtain a general liability insurance policy and to name Owners as additional named insureds relative to the operation of the wastewater irrigation facility.

10. City agrees to designate the wastewater superintendent of the City as the person to contact by the Owners in regard to any problems which may arise out of the operation of this contract.

11. Owners understand and agree that as part of this project, the lands which are to be irrigated shall be prepared in accordance with the irrigation system layout and design plans prepared by E.T. Archer and Associates and will include the removal of trees and ponds in the area to be irrigated. Owners shall have the right to review and approve the irrigation system layout and design plans. It is understood by and between the parties that all costs of preparation of the lands for the irrigation system layout shall be borne by the City.

12. Successors: This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns and shall run with the land described in and set forth on Exhibit " Λ ".

13. <u>Condition Subsequent</u>: This Agreement is contingent upon receipt by Owner of certain grant funds now applied for by Owner, and upon actual construction of the wastewater storage basin and irrigation facilities by Owner within one (1) year of the date of this Agreement.

14. <u>Recording</u>: The City agrees not to record this agreement until such time as the grant has been fully funded and the wastewater storage basin and irrigation facilities have been constructed. City may record notice that it has entered into an agreement which will automatically terminate in a one year period of time unless the agreement is otherwise recorded at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate originals, the date and year noted after their respective signatures.

Mike Medsker, Recorder of Deeds

CITY OF CLEVELAND By AIVIN E Schnake, Mayor

Attest:

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Cleri

Date Signed: 12-17-91

SEBA BROS. PROPERTIES, INC.

au. OW. Suba President

Date Signed: 12-17-91

Page 3 of 5

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	STATE OF MISSOURI)		
) ss.		
	COUNTY OF CASS)		
	did say that he is the Mayor of t the foregoing instrument is the s signed and scaled in behalf of th	he City of Clevel seal of said munic he City of Clevela	1991, before me, the undersigned Notary ally known, who being by me duly sworn, and, Missouri, and that the seal affixed to zipal corporation and said instrument was nd by authority of its Board of Aldermen, instrument as the free act and deed of the	
	In Testimony Whereof, I h	mo	my hand and affixed my official seal at my the day and year first above written.	
		5	Chanon K. Handino	
	My commission emires:		Notary Public	
	My commission expires: SHARRON K. HAWKINS Notary Public - State of Missourd			
	Commissioned in Cases County My Commission Expires July 6, 1992			÷.
	STATE OF MISSOURI)	All particular	•••
	COUNTY OF CASS) ss.)	and the second se	2
			2002	
	Public, appeared David W.	Seba	, 1991, before me, the undersigned Notary to me known to be the person described	
	in and who executed the foregoin as his free act and deed, and the s himself to be President of Seba	said David W.	d acknowledged that he executed the same Sebafurther declared , Inc.	
			t my hand and affixed my official seal at my	
	office in <u>Cleveland</u> , Mo		the day and year first above written.	
			August Alton	
			Notary Public	
	My commission expires:		and the second se	
	<u>August 10, 1992</u>			
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Page 4 of 5

Mike Medsker, Recorder of Deeds

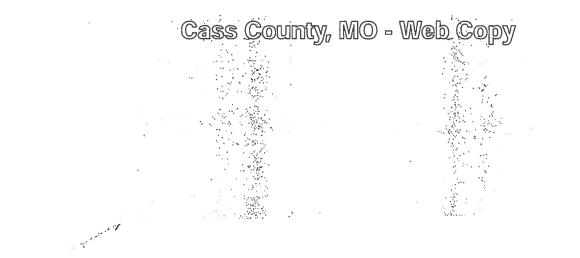


EXHIBIT "A"

IRRIGATION PROPERTY DESCRIPTION

Seba Bros. Properties, Inc. - Owner

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, except the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof. Contains 71.1 acres, more or less, subject to the existing County Roads.

013751 ΥTU930. 91 DEC 24 A 8: 17. 96 of the Post SIME OF MISSOURI 35 õ SUCCESS SUCCES 5 C 5 Page 5 of 5 <u>Mike Medsker, Recorder of Deeds</u>



EASEMENT CONVEYANCE

(DISTRIBUTION - CORPORATION)

KNOW ALL MEN BY THESE PRESENTS, that **SEBA BROS. PROPERTIES, INC.** a **MISSOURI** corporation (Grantor) and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (KCPL). WITNESSETH:

Grantor, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto KCPL, and unto its successors and assigns, a right of way easement over, along, across, and under the lands hereinafter described; including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all related appurtenances for the transmission and distribution of electric energy and for communication purposes; including the right and privilege at any time and trees if any on or adjacent to said right of way, whenever in KCPL's judgment such will interfere with or endanger the construction, operation or maintenance of any appurtenances thereon; said right of way being over, along, across and under the following described lands in the County of CASS, and the State of MISSOURI to-wit:

Various portions of land 10 feet in width, being a part of the Southeast-1/4 of the Northwest ¼ of Section 34, Township 45, Range 33, in Cass County, Missouri. which portions of land are identified on the attached Exhibit "A", Kansas City Power & Light Company, Job No.4-47657C, ID No. 4-16001W, dated October 3, 1998, which exhibit is expressly incorporated herein and made a part hereof by reference and subject to the following conditions:

- 1. The centerline of the right-of-way easement shall be the centerline of the final installation of cable, conduit or other facilities.
- Said right of way easement shall be deemed to terminate at the exterior surface and walls of any building improvements or other permanent structures; and none of such right of way easements shall underlie any building improvements or other permanent structures.
- No building improvement or other permanent structures shall be erected or constructed within or upon said right-of-way easement without the written consent of Kansas City Power & Light Company or its successors and assigns except as shown on Exhibit "A".

This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents and immunities thereunto belonging or in any manner appertaining unto KCPL and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Easement Conveyance to be executed and attested by its duly authorized corporate representatives, as of the day and year acknowledged below.

David W. Selos Title

Attest: aud w. Sola Secretary



ACKNOWLEDGEMENT

State of	PN0)
) Ss
County of	Cass)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesald.

ayle J. Bo Notary Public

My Commission Expires:

ANNIN MILLION J. Ro NOTARY SEAL OFN

🥣 GAYLA J. BOYD 🗯 Notary Public - State of Missouri **Commissioned in Bates County** My Commission Expires March 29, 2001

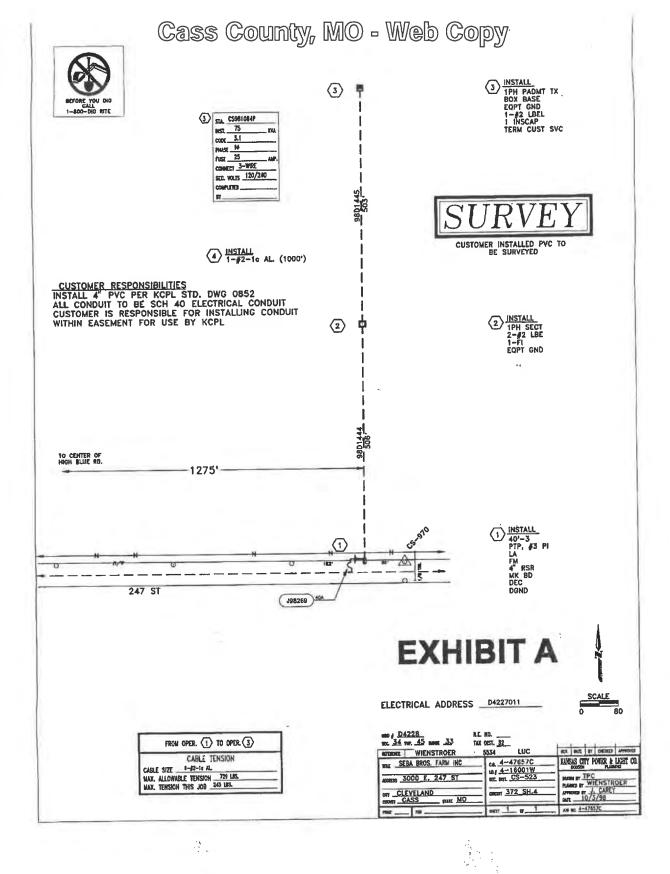
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Mike Medsker, Recorder of Deeds



Mike Medsker, Recorder of Deeds

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Cass County, MO - We



FILE NUMBER 377982 OR BK 02932 PG 0535 RECORDED 01/22/2007 09:42:33 AM RECORDING FEE 27.00 SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS CASS COUNTY, MISSOURI

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u> at <u>P.O. Box 146</u>, <u>Cleveland</u>, <u>MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

The Southeast Quarter of the Southwest Quarter of Section 28, Township 45, Range 33, Cass County, Missouri, and:

The Northeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, and;

The Southeast Quarter of the Northwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri.

Subject to easements, restrictions, reservations, and covenants, now of record, if any.



Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this	s instrument this day of
SFBA BROS LAND Co De/ Exerich Seder	
SEBA BRO LAND CO. D.C. DAVID W. SEBA	Signature
Printed Name STATE OF MISSOURI)	Printed Name
COUNTY OF CAAS SS	
On this 19_day of <u>AMMMM</u> , 20 <u>07</u> , before me, and in the State of Missouri, personally appeared	to to
me known as the person in and who executed the foregoing in his free act and deed. In Testimony Whereof I have hereunto at my office in	strument and acknowledged the same as set my hand and affixed my official seal day and year first above written.
(Seal)	MARA, Nathri
TARA L HASTIE Notary Public-Notary Seal State of Missouri, Case County	Notary Public – Signature
Companyation of Contractory	mmission Expires: <u>Mala Ile, 20</u> 10
Mike Medsker, Recor	der of Deeds

Cass County, MO - We



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RIGHT-OF-WAY EASEMENT

Date 1-19-07

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SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS

RECORDED 01/22/2007

ECORDING FEE 30.00

ASS COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u>, at <u>P.O. Box 146, Cleveland, MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri. to-wit:

Part of a tract of land described in Book 704, Page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri described as follows: From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing



thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an ARC length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East; 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West; 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an ARC length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line, except that the District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be



disturbed or diminished and Grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this day of __, 20*0*]. <u>Jos Las (6 Drc./ 1</u> Signature Signature SUM BROS LAND CO. Duc / DAVID W.SEBA Printed Name

SS

Printed Name

STATE OF MISSOURI)

COUNTY OF

On this <u>19</u> day of <u>MIM</u> , 20 <u>07</u> before me, a notary public in and for the County of Cass in the State of Missouri, personally appeared <u>DANA N. Seba</u>
Cass in the State of Missouri, personally appeared
to me known as the person in and who executed the foregoing instrument and
acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my
hand and affixed my official seal at my office in
day and year first above written.

<u>Mike Medsker, Re</u>corder of Dee

(Seal)

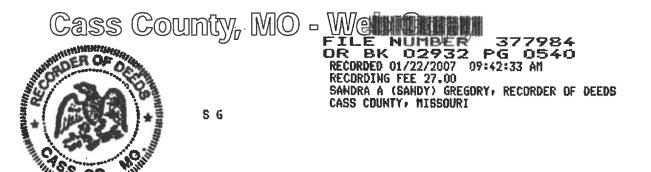


Notary Public - Signature

Notary Public - Printed Name

My Commission Expires: May 16, 2010

6)



RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u> at <u>P.O. Box 146</u>, <u>Cleveland</u>, <u>MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri, lying East of the centerline of Missouri State Route D (Holmes Road), as now located and established, subject to the part thereof included in the right-of-way of said Route D.

Subject to restrictions, reservations and easements now of record thereon, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the



consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

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6)

IN WITNESS WHEREOF, the Grantors, have exe , 20, 20	ecuted this instrument this day of
Seba Bros LAND G. The / Drove OW. Seba Signature	Signature
SEGA BROS LAND CO. Inc/ DAVID W.SEGA Printed Name	Printed name
STATE OF MISSOURI) SS	
On this <u>19</u> day of <u><u>Mh11111</u>, 20<u>0</u>, before Cass in the State of Missouri, personally appeared to me known as the person in and who exacknowledged the same as his free act and deed hand and affixed my official seal at my office in <u>day and year first above written</u>.</u>	xecuted the foregoing instrument and In Testimony Whereof I have hereunto set my
(Seal)	Jasa & Nastre
TARA L HASTIE Notary Public-Notary Seal Blate of Missouri, Cass County	Notary Public – Signature Java L: Hastic Notary Public – Printed Name
Commission # 06688995 My Commission Expires May 16, 2010	My Commission Expires: <u>Mary 14, 3</u> 010
Mike Medsker, Ro	ecorder of Deeds

Cass County, MO - Wel



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RIGHT-OF-WAY EASEMENT

Date 1-19-07

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SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS

RECORDED 01/22/2007 RECORDING FEE 30.00

CASS COUNTY, MISSOURI

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KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u> at <u>P.O. Box 146, Cleveland, MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 33, Township 45, Range 33, containing 40 acres, more or less, and the East 24 acres of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 33, Township 45, Range 33. The aforedescribed tract containing 64 acres, more or less.

Subject to easements, restrictions and reservations of record, if any.

and



The Southwest Quarter of the Southeast Quarter, and the South Half and the West 33 feet of the North Half of the West 16 Acres of the Northwest Quarter of the Southeast Quarter, all in Section 33, Township 45, Range 33, Cass County, Missouri, containing 48-1/2 acres, more or less.

Subject to covenants, easements, reservations and restrictions nor of record, if any.

and

The North ½ of the West 16 Acres, except the West 33 feet thereof, of the Northwest ¼ of the Southeast ¼ of Section 33, Township 45, Range 33, Cass County, Missouri, containing 7-½ acres, more or less.

Subject to covenants, easements, reservations and restrictions now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and covey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.



IN WITNESS WHEREOF, the Grantors, have executed this	instrument this day of
Signature	Signature
SEBA BROS. LAND CO. INC/ DWID W.SEBA Printed Name	Printed Name
STATE OF MISSOURI) SS COUNTY OF () SS On this day ofMMMM, 20 Of before me, a r Cass in the State of Missouri, personally appearedM to me known as the person in and who executed the acknowledged the same as his free act and deed. In Testim hand and affixed my official seal at my office inM day and year first above written.	Foregoing instrument and nony Whereof I have hereunto set my

(Seal)

Notary Public - Signature

Tara

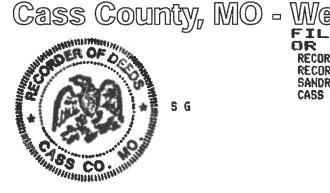
TARA L HASTIE Notary Public-Notary Seal ligite of Missouri, Cass County Commission # 06888995 Commission Expires May 14, 2010

L-HASTIC Notary Public - Printed Name

My Commission Expires: May 14,2010

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WW(E) FILE NUMBER 377986 OR BK 02932 PG 0545 RECORDED 01/22/2007 09:42:33 AM RECORDING FEE 27.00 SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS CASS COUNTY, MISSOURI

RIGHT-OF-WAY EASEMENT

Date 1-19-07

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u>, at <u>P.O. Box 146, Cleveland, MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman, MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri. to-wit:

The Northeast Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, in Cass County, Missouri, subject to right of way granted to the Kansas City Power & Light Company by instrument appearing in Book 290, page 625: and subject to right of way granted to H. F. Sinclair appearing in Book 227, page 124 and subsequent assignments thereto; and further subject to public road right of ways as shown by instrument in favor of the State of Missouri appearing in Book 406, Page 186 and the City of Cleveland as shown by instrument appearing in Book 1188, Page 54.

Subject to easements, restrictions, and reservations of record.



Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line except that District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be disturbed or diminished and grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have exect	uted this instrument this day of
Jela Brus Lang a Du / Mar Ow Seta Signature	Signature
SEBA BROTLAND CO. J.N. / DAUDW.SEBA Printed Name	Printed Name
State of Missouri, personally appeared	a notary public in and for the County of Cass in the to me ng instrument and acknowledged the same as his free set my hand and affixed my official seal at my office in he day and year first above written Notary Public – Signature Notary Public – Printed Name My Commission Expires: May 10,2000
Mike Medsker, Re	ecorder of Deeds

SERVICE FIPE LINE COMPANY CERTIFISD RESOLUTION OF BOARD OF DIRECTORS

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THIS IS TO GERTIFY that the following is a complete, true and correct copy of a resolution of the Board of Directors of SERVICE FIFE LINE COMPANY, a Maine corporation, unanimously adopted at a regular meeting held on the 2nd day of May, A.D. 1950, as set forth in the minutes of said meeting, and that the same has not been resoluted or modified, to-wit;

BE IT RESOLVED THAT, WHEREAS, this corporation was incorporated in and pursuant to the laws of the State of Maine on or about the 24th day of April, A.D. 1916, as SINOLAIR-COUDANY PIPE LINE COMPANY; and

WHEREAS, at the Annual Meeting of the stockholders of this corporation held on or about the 26th day of January, L.D. 1920; the name of said corporation was changed from SINGLAIR CUDANY PIPE LINE COMPANY to SINGLAIR PIPE LINE COMPANY; and WHEREAS; at a Special Meeting of the stockholders of this corporation held on or

about the 6th day of October A.D. 1930, the name of said corporation was changed from SINCLAIR PIPE LINE COMPANY to STABOLIND PIPE LINE COMPANY; and

WHEREAS, at a Special Meeting of the stockholders of this corporation held on or about the 21st day of April, A.D. 1950, the name of this corporation was changed from STANOLIND FIPE LINE COMPANY to SERVICE FIPE LINE COMPANY, this last change in

the name became effective on the 1st day of May, A.D. 1950; and name is now SERVICE PIRE LINE.COMPANY and all of the business of this Corporation WHETEAS, the new corporate/ shull hereafter be transacted in its new name from

and after May 1, 1950, but no other change has been made in the corporation and it is in every other respect the same corporation;

NOW, THEREFORE, BE IT FURTHER RESOLVED that this resolution is adopted for the purpose of setting forth the history of all the changes in the name of this corporation as contained in the above and foregoing statement of facts; a verified copy of this resolution may be filed, registered, placed of record or recorded as OFFICIAL NO ICE of the facts hereinabove contained with any Federal or State commission or administrative body, bank, county, body politic, city, town, Federal or State Court, insurance company, any person, corporation, partnership or association, whenever and wherever it may be deemed necessar: in which event the new corporate name of SERVICE FIEE LINE COMPANN is and shall be substituted for and shall take the place of each, every and all of the former names of this corporation whenever and wherever they may appear.

IN WITNESS UMIREOF, the Assistant Secretary of said corporation has horeunto set his hand and affixed the official seal of said corporation, the 18th day of May, A.D. 1950.

(Corporate Seul)

(SEAL)

R. E. Hruska Asst. Secretary R. E. HRUSKA SERVICE PIPE LINE COMPANY

Subscribed and sworn to before me, a Notary Public, this 18 day of May A.D. 1950.

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Adorine M. Makoney Notary Fublic

ADORINE M. MAHONET

State of Oklahoma) County of Tulsa)

My Commission Expires Fob. 27, 1952.

Before se, Adorine M. Mahoney, a Notary Public in and for the State of Oklahoma, on this day personally appeared R. S. Hruska to see known to be the identical person who subscribed the name of the maker thereof. to the above and foregoing instrument as its Asst. Secretary and acknowledged to me that be atcouted the same as his free.

412 and voluntary sot and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. おいたの In witness whereof I hereunto set my hand and official seal this 18 day of May, 1 A.D. 1950. Construction of the second 「日本にい (STAL) Adorine M. Mahoney Notary Public ADORINE M. MAHONEY 3 My Countration Expires Feb. 27, 1952. ľ, Filed for record May 20, 1950 at 1:30 PM. Deputy lecorder Cr 000000000 State of Missouri County of Case 52 I, C. C. Hoey, being first duly sworn upon my oath state my post office eddress is I was well acquainted with Stephen Kauffman, Christian Kauffman, John J. Kauffman and Josiah M. Swick, who in 1891 purchased from Adam Kauffman the 2 Mi NWA sec. 12, twp. 44, rgs. 30, Cass County, Missouri, by deed recorded in Book 97 at page 321 of the Case County deed records. I know that the said Christian Keuffman is the same person as Christian Kanffman who in 1639 by deed recorded in Book 133 at page 86 of said records conveyed his undivided one-fourth interest in said land to John J. Kanfiman, Stephen Kanfiman and the said Josiah H. Swick. I know that two of the grantees in sold deed, John J. Kanffman and Stephen Kanfiman are the sume persons as John J. Kaufiman, who in 1899 by deed recorded in book 133 at page 96 conveyed his undivided one third interest in said land to Stephen Kauffman and Josiah M. Swick, and that the said Stophen Kauffman is the same porson as Stephen Kauffman who in 1899 by deed recorded in book 133 at page 176 conveyed his undivided half interest in said land to the said Josish M. Swick. I well knew Martha (A) Swick, the wife of the said Josiah H. Swick. She died some 15 years ago. Subscribed and sworn before me this 7 day of July 1939. C. C. Hoey My commission expires; Jan. 22, 1940. C. D. Eidson Notary Public. Filed for record May 22, 1950 at 3:50 PK. 000000000

Sec. Mary DOMERSION

SERVICE PIPE LONE COMPANY the circle ind Final state

RESOLVED, that for the more convenient transaction of the business of this corporation ts corporate name shall be obanged from service Pipe Line Company to Asoco Pipeline Company, which change shell be and maccas effective April 1, 1970. TURTHER RESOLVED, that the Clerk of this corporation be and heraby is authorized and directed to prepare, execute, verify, acknowledge and file with the Secretary of State of the state of Maine, the necessary cartificate of such change in the edroctate name bis corporation as shown by the above and foregoing resolution in accordance with the provisions of the laws of the State of Maine.

1999 - ANG 1976 I, JAMES K. SAGAN, JR., Clerk of the Meeting do hereby certify that the above is complete, true and correct copy of resolution of the stochholders of Service Pipe Line Company, a Maine corporation, unanimously adopted at the Annual Hesting of Stockholders held on the 26th day of January, 1970, as ast forth in the minutes of said meeting, and that the same has/been respinded or modified, to with No. Sugar

> James K. Eigan, Jr. Clark of the M

> > COMPARED

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Subscribed and sworn to before me this 18th day of March, A.D., 1970 Mancy Hartman Notary Public

(seal) ission expires September 5, 1972.

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iled for record this 30th day of April, A.D. 1970 at 1. o'clock 25 min 8 - S et sign man Jack OL alles Deputy

6000000000 RECORD

STATE OF MISSOURI County of Cass

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Million Pro

BE IT REMEMBERED, That heretofore, at the JARUARY Term. 1970 of the Circuit Court within and for the County of Case and State of Missouri, on the 29th day of April, 1970. the same being the Forty-Seventh Judicial Day of said Taim, the following, mong other proceedings, were had and entered of record before the Non. WILLIAM N. FINHERIN, Jud of the Seventeenth Judicial Circuit of the State of Hissouri, and Ex-Officio Judge of the Cass County Circuit Courts 24830

IN THE CIRCUIT COURT OF CASE COUNTY, MISSOURI, AT HARRISONVILLE PUBLIC WATER SUPPLY DISTRICT No. 31754 NO. 1 OF CASS COURTY MISSOURT Plaintiff

HENRY C. PILANT and PLORA H. PILANT LOUIS P. KACKLEY and MESSIE E. KACKLEY. befendants.

WR.

FILED APR 29 1970 BILLY F. MCCLAIN CIRCUIT CLERK, CESS CO.

REPORT_OF_COMPLEXIBLE

On this 29th day of April, 1970, come JAMES A. STONE, J. EDNIN CLATHORTHY and MARICH N. PARSONS, who were heretofore duly appointed . Commissioners in the above entitled zausa, and report that they forthwith accepted said appointment; they mat together, to and filed in this cause their QUALIFYING CATE: all three viewed all the properties to gether; that the lands and properties were staked and laid out at the time in accord with the descriptions in the Petition; that they examined the respective description mile viewing the corresponding properties, that they coisidered and weighed the lamegue, if any, which the Defendants coming the several properties will emetain by

of the appropriation set out in the patition, and took into consideration the Denarity to be derived by the owners as well as the damages sustained thereby, as is required by isw, all to the extent of their effect on, and as reflected in, the market values of the several entire properties, of which the respective parcels described hereio ar parts; and that they do herein and hereby fortheith return, under oath, to the Circuit Clark their report, in duplicate, setting forth and stating separately as to each property or group of properties held under the same ownerships, together with a specific description of the property, for the taking or use of which the damages are assessed, and the net amount of damages, if any, as follows:

TRACT I: MENNY C. FILAMY and FLORA H. FILAMY, his wife, owners of a tract of land to be used as a permanent water line easement, described as follows All of the Borth 20 fest of the following described property: that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 46, Range 30, lying South of the South right-of-way of Missouri State Highway No. 58; and a part of the West balf of the Southwest Quarter of Section 25, lying South of the centerline of the right-of-way line of Missouri: State Highway No. 58, and East of a line described as follows: Beginning at a point on the South line of said Section 25, at a point 948 feet East of the Southwest corner of said Section; run thence worth 1000 fest; thence North 05 degrees 03 minutes 10 seconds East 946.14 feet to a point in the centerline of said highway EXCEPT for that property described as follows, Part of the Southeast Ouarter of the Southwest Quarter of Section 25, Township 46, Range 30, in Cass County, Missouri, described as beginning at a point in the South Line of said Quarter Quarter Section and 540,75 feut West of the Southeast corner thereoff run thance Mast along the South line of said Cuarter Quarter Section 189.78 feet; thence North 7 degrees; 11 minutes East, 1312.52 feet to the Southwesterly Right-of-way line of State Route 58; thence South 53 degrees 18 minutes gast, along said Southwesterly Right-of-May line of Noute 58, 34,47 feet, thence South 7 degrees 20 minutes West, 238.58 feet; thence South 78 degrees 35 minutes 15 seconds Rest, 172.74 feet; thence South 7 degrass 21 minutes 30 seconds West 81.91 feet; thence North 88 degrees 35 minutes 45 seconds East 183.68 feat; thence South 3 degrees 05 minutes 30 seconds West 429.27 feet; thence West 267.45 feet; thence South 2 degrees 42 minutes West 509.05 feet

to the point of beginning; subject to roads and essements of record, and EXCEPT for that property described as follows: Part of the Southeas Quarter of the Southwest Quarter of Section 25, Younship 46, Range 30, in Case County, Missouri, described as beginning at a point 1045.09 feat North and 569.20 feat West of the Southwest Carner of weid Quarter Quarter Section; Full thence Sorth 7 degrees 20 minutes Test 238.58 Test to the Southwesterly right-of-way line of State Route 38; thence South 53 degrees 18 minutes East; slong said Southwesterly right-of-way line of Route 58, 198640 feet; thence South 7 degrees 35 minutes 15 seconds West; 152.74 feet; to the point of beginning; lying parallel and adjecent to the South right-of-way line of State Highway No. 58 「日本の言語的言語を見

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Three Hundred Seventy Five and No/100 Bollars (\$375:00) is assessed by the Commissioners as the net damages for the appropriations above described. TRACT II: LOUIS P. KACKLEY and RESELE S. RACKLEY, his wife, commers of a tract of land to be used as a permanent water line categories, described as follows: All of the North 20 feet, lying parallel and adjacent to the Bouth right-of-war line of Missouri State Highway No: 55, in the Southwest Quarter of the Northeast Quarter, and in the Southeast Quarter of the Northwest Quarter, in Section 27, Township 46, Range 30. Six Hundred Teenty Five and no/100 Dollars (\$625.00) is assoured by the Commissioners

six Hundred Twenty Five and horizon bosant (terribed, as the nat dumages for the appropriations above described.

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IMERRYORE, having acted in all things in compliance with law and with the terms of the order Appointing Commissioners, your Commissioners pray that this, their report of their proceedings thereunder be scoepted and that they be discharged.

Janas A. Stowe J. Edwin Clatworthy Marion H. Parsons 属

STATE OF MISSOURI

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ACKNOWLEDGHENT

On this 29th day of April, 1970, before me personally appeared, James A. Stowe, J. Edwin Clatworthy and Marion H. Parsons, to se known to be the Commissioners heretofore appointed in the above entitled cause and who executed the foregoing duplicate original report of Commissioners, and being by me first duly sworn, acknowledged that they axecuted the same as their free act and dead, and further said that all the facts stated therein are true; and that each assessment of net damages inserted therein, is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said -amages, if any.

Billy F. McClain, Circuit Clerk

By - - - - - Deputy Clerk

CERTIFICATION OF THE CIRCUIT CLERK

STATE OF MISSOURI

I, BILLY F. MCCLAIN, Clerk of the Circuit Court within and for the County and State eforesaid do hereby certify that the above and foregoing is a full, true and complete copy of the Report of Commissioners filed in the above entitled gauge as the same appears on record in my office.

IN TESTINONY MHEREOF, I have heraunto set my hand and affined the seal of said Court at my office in Harrisonville, Missouri, this, the 29th day of April, 1970. (Real) Billy F. McClain, Circuit Clerk

By ---- Deputy Clerk

CERTIFICATE OF CLERK

STATE OF MISSOURI,

I, BILLY P. MCCLAIN, Clerk of the Circuit Court within and for the County of Case and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

Done at my office in the City of Marrisonville, Cass County, Missouri, this

418 434 30th day of April, 1970. WITHESS MY HAND AND THE SEAL OF SAID COURT, Billy F. McClein, Clerk of the Circuit Court within and for Case County, Missouri (See1) 1.67 By - - - - - Deputy Clerk ***** Filed for record this 30th day of April, A.D., 1970, at 4 o'clock and 35 minutes P.M. 2/10 de 11 - File Recorder 000000000 COMPARED ASSIGNMENT OF DEED OF TRUET KNON ALL MEN BY THESE PRESENTS, That Ethel Gray, for value received does hareby sell, assign, transfer, set over, and convey unto Alta L. rage and Alares McPheeters as co-trustees under a Declaration of Trust dated March 9, 1970, all of har right, title and interest of, in, and to that certain Deed of Trust dated the first day of October, 1969, executed by J. L. Rahiro and Laurean Ranfro, his wife, to Ethel Gray, and duly filed for second in the office of the Recorder of Deeds of Cass County. Missouri, on the 21st day of October, 1969, and duly recorded as instrument No. 17621 in Book 533, at Page 338, together with note, debts and claims accured by said Dead of Trust and the covenants contained therein. IN WITNESS WHEREOF, Ethel Gray has bereunto set her hand this 23 day of April, 1970 三日日の一日 Ethel Grav) 88 STATE OF CALIFORNIA COUNTY OF SAN DIEGO On this 23 day of April, 1970, before me, the undersigned, a Motary Public, personally appeared Sthel Gray, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as har free act and deed. And the said Ethel Gray further declared herself to be single and unmarried, IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in San Diego, California, the day and year last above written. (Seal) and the second second second second Picetabelle Wayland, Motary Publi within and for said County and St Cte My commission expires: March 24, 1973 Pleetabelle Wayland, Notary Publ Principal Office, San Diego Co.C My Conmission Expires March 24, 1997 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -Filed for record this let day of May, A.D., 1970, at 9 o'clock and - minutes A.M. Rithle Deputy MOJER ATIL Recorder 000000cc 1.1.1 STATE OF HISSOURI) · NORPALIEU 1. m. being first duly sworn upon their outhe state that on September 28, 1965, they entered into a contract for dead with Insurance City Life Company, a true and correct copy of which is attached to this affidavit by which insurance city life Company sgreed to convey to them Lot 400, West Belton, a subdivision of land in Cass County, Missouri, upon the terms and conditions therein stated; that the puyments required in said con h to be made have been made promptly and 'se required; that they have been in continuous possession of the property themselves and through their son, John Cochran, and his will Mary Cochran; that by reason of these facts they assart they are the owners of the property shows described subject only . By the sequitable (interest of insurance City

314 011, Gas and Mineral Lease THIS AGREEMENT, Made and enteded into this 27th day of May 1916 by and between T.E.Reedy and M.J.: Ready of Cass County, State of Missouri, parties of the first part and Western Chemical Amiline Asphalt Co. West Line Mo party of the second part: WITHENFTH: That the said parties of the first part, the receipt of which is hereby acknowledged, and other valuable considerations hereinafter set forth, do., hereby grant, demise, lease/let unto the said party of the second part, their being and assigns, for the sole purpose of drilling and operating for oil, gas or minerals, the fellowing real estate, situate in the County of Case State of Missouri, to wit: 73 a the W 8 E & Sec 26 Twp 45 R 33 " " 73 AOTES of Seation Trenty Fight, Swonship Porty five North, Range thirty three West. TO HAVE AND TO HOLD, The same for the term of three years from date hereof and as much longer as cil, gas or \$inerals are being found or produced thereon, with the full and exclusive right , power and authority to the second party, to enter upon the above described land and drill or bore for bi oil, gas or minerals take anto on remove from said land all machinery, applicates and equipment operating thereon, avoiding, however, as far as practicable, damage to growing orope, but in case of such damage to pay for mane as may he mutually agreed upon or determined by appraisers. In consideration of the premiese the party of the second part agrees to pay as a revalty to said part .. of the first part, the one-eighth part of all oil produced and saved from said presizes, oil royalty to be paid in oach at market price to be delivered to the party. of the first part in tanks or pipe lines; and for each gas well said second party shall pay said first parties the sum of One Bundred DOLLARS, per year, payable semi-annually in advance, for the time when first used; and for all minerals produced on said premises, said second party shall pay to first party 5 per centum of all such minerals mined or produced, and all royalties on the said minerals shall be paid to first party as fast as said minerals are produced and marketed. All payments as above provided may be made by sending checks by mail to first parties personally to Post Office address at Cleveland No. or by depositing the amount thereof to their credit in the Cleveland Hank at Cleveland Mg. First parties to have gas free of charge for all domestic use on the above described land, to be taken at/well or wells so discovered and utilized. Second party to have so much gas free as may be necessary for operating and drilling on said land. It is further sutually agreed by and between the parties horoto that said party of the second part shall begin work under this grant, conveyance and lease, on or before the 27th day of May, 1917, by drilling for oil, gas or Mimeralsthereen. It is Further mutually Agreed, that if said party of the second part fails to begin work within \$4 the time specified, they shall pay to said parties of the first part the sum of 25 ets per sore . per year, the same to be paid quarterly in advance in the manner above provided, it being apeoifically agreed and understood, however, that when oil, gas or minerals are found, regalties shall bepaid as hereix agreed and all each rentals shall eesse. The failure of said second party to begin work or make said payments as above set forth, shall terminate this lease and the name shall become null and void, and thereafter either of said parties shall have the right to cancel this grant and conveyance by giving the other party 30 days notice in writing.... election so to de, and by paying or tendering the sum of One Dollar and releasing this grant or conveyance. In consideration of ... the promises, the part.. of the first part hereby give .. and grant ... to the party of the second part, the exclusive right and privilege to lay, maintain and use pipe lines: for gas, witer and oil upon, over and abroas said lands, said pipe lines, to be laid at least 12 inches under the farming lands, unless otherwise mutually agreed upon. If no operations by second party are storted within three years from date this lease shall be null and void . WITNESS our hands this 27th day of May 1916

T.E.Reedy M.J.Reedy

Western Chemical Amiline Amphalt Co. By L.W.Kiroher

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State of Missouri)

COUNTY OF Case) On this 5 day of Det 1916 before me, W.E. Mergan a Motary Public, personal appeared T.E.Beedy and M.J.Reedy his wife to be known to be the persons described in and who except ted the foregoing instrument, and acknowledged that they executed the same as their free sot and des.

IN TESTIMONY WHEREOF, I have bereuntô set my hand and affized my efficial seal at my office in Cleveland Me. The day and year first above written. My term expires Sept 2 1919. (Seal) W.E.Morgan Notary Public in and for said County and State. Filed for record this 15 day of Mok 1917 at 4: 9: P.M.

Вульный на на на селото на на на на водержар 🔒 🖉

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RIGHT OF WAY CONTRACT. FOR AND IN CONSIDERATION OF CHIC. to Reserve to hand pand, receipt of which is hereby acknowledged, and the factor consideration of ... (TP), events per rod, to be published when pipe line hore 60. F. P. Monnone und tides Honmon has aufe inafter specified in laid. inal hereby group to 11, 42, 84 SULATIR, his heres or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or go $d_{\rm eff}$ and sholl be found necessary, on, over and through the following described tands, situate as Caso County, State of Marsher war , newit: . Bus of Bat Northon . 2.1 . Township. . H.S. Hange. 3.7. nw * fact. rection 33. is ife if The The SEY west of the S. a. A. Sht of us , Township. 4.5. Rouge 35 Section 2.9. Portlan 33 J cand entropy to and from the same for all purposes necessary in connection with the construction, maintenance and operation of said pipe line as with the. The sold groutofield where or assigns to fully use and only the sold premises, except for the purposes hereinhelpre granted to the sol H. F. &INCLATE, his heles or assigns, who hereby agrees to pay any damages which may bereafter arise from the baying, and thathing and operating sold pipe line. ina said damage if not non-netly agreed upon, to be accertained and determined by three disinterested periodes, one thereof to be appointed by the said grantor-, here said or assigns, one by H. F. SINCLARE, this helps or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be fund and conclusive. And it is hereby further agrees, that the said H. P. SINCLAHI, his here or assigns, may at any time by an additional line or lines of pipe alongsidor p of the first three as beech provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its conel of th pipen personal second The grantors reserve the right when the dital is open to lays drain tile in the dital along side the ail pipe line of the pipe line is Changed and a larger pipe put in the time agrees to the title in a good a position as found usher change dime **،** (sm. yn ur A so mean and H. S. Sinclair, here here addressigns, shall southin such time, survey and finitely locate the costs of said size line arrows said premises and pay said 150 class per rod according to said survey and location, otherwise this instrum 6.7 m Å, .t 16 a لتد IN WITNESS WITCHEOF, 'The parties herein have set their hands and scale this 7 ... Any of Maral signed, sealed and delivered in the pressure of 18 ... Harry M. Horner I P Hennesselwert Lydia Henness (Not) Sig (D) (2) (Seal) STATE OF Miero veri and the second second (Second STATE COUNT stoneah who are personally known to use to be the same person 3 described in and whose name 3.44. subscribed to and who executed the foregoing instrument and duly acknowledged to me that "they signed, segled and delivered the foregoing instrument as Thus free and voluntary act and deed for the uses when and date My commission explores Safet 2. 1919 and map W. C. Silongan Notary Public. 1911 for respect. apl 2.7 10/7. at 7 weiners 49 tuinuters (M. 60) P On a My comu Dy ... Bellet Set. Della Deputy. Filml

45 I REALT & RAMAN & & Bon. Synciate. ub. 13652 (SPAL) Jo Ann Yannoy, Notary Public, in and fee yaticit Granty and State, By cramitation explorer Nov. 25, 1958. 10000000 37 Filed for record this 6 day of August, A. H. 1955 at 3 ofelock 10 minutes P.H. STATES AND A STATES Ella Lucarel Hounson Doputy 000000000 COULD (U) ASS'IGNMENT OF RIGHTS OF WAY For Release , an able . stay of 994. KNON ALF NEW BY THEOR PHELIENTS, MANTE SERVICE PIPE LINE COMPANY, a Maine corporation, which its principal office in Twine. Cklinean, for 463 is consideration of the memor-Ten Bottars (410,00) one other good and valuable considerations, all much to it in hand paid by C.H.Shhawn CONSTRUCTION CORP., a Deleware corporation, receipt or which is hereby asknowledges, the bargethod sold, transferred, and essigned and by these presents does bargeln, sell, transfer. and applan unto 0.8. Surden Construction Corp., all of Service Pipe Line Company's right , title and interest is all those costsin rights-of-way essemants owned by Service fipe time Company pituated in Gass County, Missouri, and more particularly concribed in that certain list of pipe line rights-of-way endemonts Marked Schligt"A and attached hereto and made a part barsof. TO HAVE AND TO HOLD the same unto C.H.Burden Construction Corp., its successors and sasigns forever, subject nevertheless to the terms, conditions, and provisions, of hald rights-of-way ensements, and Service Pips fine Company for and on behalf of itspif, its successors and ossigns, hereby surrents its title under sold rights-ofway andements against the claims of any person claiming by, through or under it, but not other wise. It is understood and agreed the: this resignment of vights of way shall be effective ns of August 1;1995. WITHERS the hand and seal of Service Pipe Line Company at Tulse, Oklahoma, this 5th day of August, A.D. 1959. (CORPORATE SEAL) SERVICE PIPE LINE COMPANY ATTEST: R.E. Knuska, Ass't.Secretary By J.L.Shoemakor, Finneinl Vice President U.S. REVENUE herowith attached for \$1.65. 12114545414545 STATE OF OKLAHOMA 1 BD. COUNTY OF TULSA Before me, a Notary Public, on this day personally appeared J.L.Shoomakar, known to me to be the person whose name is subscribed to the foregoing instrument, and known to so to be the Rimanoial Vice President, of Service Pipe Line Company, a corporation, and acknowledged to me that he executed anid instrument for the purposes and nonsideration therein expressed, and as the not of said exporation. Given under my hand and seal of office this 5th day of August,1955. Adorine M.Naloney, Notary Public (SEAL) My commission expires: Feb.27,1956. ٠., The second A ST. L. L. 100. P.B. HEDDON POTOCHER SPR. MORPH. Anna Chaile All Sand 计可计

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COUNTY OF CASE Genera new Cornert R.Simpson, of inwful age, being first duly sworn on his orth, states that he and bla wite, Charlotte C.Simpson are the absolute ensure in fee simple of the following described rook estate, slighted in Gaus County, Minsouri, to-vit:

A part of the Wast Half of the Southeast Guarter of Section 20, in Township 66, of manys 30, ensering as follows: Popinging at a point on the West line of the woat half of the Southeast Quarter of sold Section, st. a point 13.56 diains Bouth of the Northwest corner til urcof; running themes, South slong sold line to point of intersection with the Northerly line of the right-of-way of the Missouri Pasific Rollroad Company; Lience, in a Southersterly direction along the Northerly line of said right-of-way to wint of intersection with the Nast line of the West half of the Southeast Quarter of said Section; thence, North along said line to a point due East of the place of to imalage thence, Wost to the place of boginning.

Affint states that he is the son, and only child of Jourphine Schemer Simpton, bla muther, decreased; that his mother was the daughter of John Scheder, decensed, Affinit states that his grandfather, John Schnder , Micon Less till and Testament is recorded in Book 162, Page 526, Mecorder of Dands Office, Cass County, Misseuri, left as his pole was only helps at law the following: Joneshine Schneer, widen; John Schade non; Jassph Schuder, son; Earnest Srinder, son; and this stricture, grandson, and child d do optime Schnoor Simpson, wecaned daughter of John Schnier, Jansand, Arciant tarther states that John Schader, coensond, loft or other child or children, or decondents of decensor while or whileren, wither natural or adopted, and that descenting Schuder, will of John Schuder is now Cocensed.

Affirst further states that the above departure real estate was purchased by John Scinites, andl 10th, 1083; that said land has been in the maily of John Schnder and The being continuously for more than reventy-two (YP) yours; that is a fight and those that we wive he claims title have held open, noterious, continuous, and subglute possension of suid real estate since the year 1883.

Further affiant saith not,

(TEAL)

A statistical strategy of the statistic strategy of the statistical strategy of the strategy of the statistical strategy of the statistical strategy of the strategy of th

Affinet Subserlived one scorn to before me this 8th day of Alwast, 1955.

A DESCRIPTION OF THE OWNER OWNER

Marian E. DeShazer Notary Public

TO ANN MINOTROTOILS

Earnest E.Simpson

My Complasion Rapires: November 8th, 1957

rilod for meerd this String of August, A.D. 1955 at 10 o'cleak 15 minutes A.H. Rooorder Jus Depu!.y 00000000

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REGHT OF WAY.

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ENOW ALL MEM BY THESE PREDENTS: That Minnie A. Job, a widow herein called GRANTONS, in consideration of the sum of Fifty Gents per rod Dollars, do hereby grant, convey and marrant unto Gitics Service Gas Company, its successors and assigns, herein called GRANTES, the right, privilege and easement to install, operate, maintain, inspect, alter, replace and remove a pipeline for the transportation of gas, oil and other substances and such drips, gates, meters and other equipment and appurtenances as may be convenient for its operation, upon, over and through the following real estate in Gass County, State of Missouri, to-wit:

East } of Lot 7 of NWE Except East 12 acres thereof Section 5,W } of Lot 7 of NWE Except W 5, 135 chains thereof of Section 5, all in T 44 R 33 Case County, No.

and also from time to time additional such pipelines and appurtenances; together with the right of ingress and egress for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said GRANTEE, its successors and assigns, until said casement be exercised and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtemances installed; and shall also pay reasonable damages to growing orops, fences or improvements occasioned in laying, repairing or removing all lines, drips and gates. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the ORANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from GRANTEE to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 6 day of June, 1930. Minnie A. Job STATE OF MISSOURI) ==. GASS COUNTY

Before me, a Notary Public in and for said County and State, on this 7th day of June, 1930, personally appeared Minnie A. Job, a widew and, to me personally known to be the identical and same person who executed the within and foregoing instrument and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

The second second 1.10.101 386 COMPANY 190 34 REAL PROPERTY AND ADDRESS ALC: NO. Ore doiler percent, paraly two hundred three and .00/100. 23155 i di stati stati Crawna and Basel L. Craveda Mich ind and Mide and Archie w. Job and Alpha M. Job husband A CARTANA AND A CA and an all provide a second to lan : Not and an extension of the state of the sta ti, ecplane, repair and re pipe line, and realization at the s of the mm/4 Allih Sec 5-44732 As part of the consideration harsof, Grantes agrees, opth Grantor's written request, therefor to make tag doon its antiput the constructed horiendar at a point desrest. the principal downling house how and hand and well or online to be sold, to Grantor at and connection natural use for domastic structure in the principal downling, house now of and that under and subject to switch and rights and requisitors of and from time to the principal downling house how and high price from time to the sold, to Grantor at and connection natural use for domastic structure in the principal downling house now of an diland under and subject to switch at any price instant constant time to the sold of from time to the herabiter governing such induces but all of the price from time to the follow how and from time to consumers of natural gas from this or shift a price from time to the follow body the consumers of natural gas at the price from time to the sold of time to sold of the sold of the beta sold. Sold and the solid of the sold as as the price the sale dollowery and use of natural gas. the Railroad of Lot 7 大学 大学学校 「「「ないない」」というないないないないで、「ないないない」」 L'TO HAVE AND TO HULD n of the pairi at Interfer and to long at any the miniparé sint negata. Miniparé sint sing pay sa GRANTEEN Is abult he GRANTER lt är un The st 63 ARQUEL -----Wendell C. Cravens Hazel L. Cravens -Ą. 41 55. . . Archie W. Job----Alpha M. Job and in the owner Sec CIKLAHOMA-KANSAS PORM 12 15 سائد منه المر an and the s Ny roma (SEAL) STATE OF TEXAS FORM-INDIVIDUAL 640 COLDITY OF in the fe all suc 200 at by us filly unpla and the base, shot paths di tere la GIVEN UNDER IS (NAME and and of after, ship. 1.00 (BAL) TATE OF MISSOURI Cass. Inter a state of the state Sale Real ----in the second (SELL) Barl L. Young Apr11 20, 1966 n appin OK Willing man Phana Fill S. a di Basa 結果に見い N.C 4

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KHOW ALL MEN BY THESE PRESENTS: That Rankin Goble, single, George W. Goble and Lillian, his wife, herein called ORANTOPE, in consideration of the sum of fifty cents per rod Bollars, do hereby grant, convey and warrant unto Citics Service Gas Company, its successors and assigns, herein called ORANTEE, the right, privilege and ensement to install, operate, waintain, inspect alter, replace and remove a pipeline for the transportation of gas, oil and other substances and such drips, gates, meters and other equipment and appurtenances as may be convenient for its operation, upon, over and through the following real estate in Case County, State of Missouri, to-wit:

East 24 acres of W + Lot 7. of NEt and Et of Lot 7 of NEt : Section 5. Township 44. Range 35 Southeast + of Southeast + of Section 33 Town. 46, Range 33 All in Gass County Missouri.

As part consideration, grantes agrees to make a tap in the line to be constructed hereunder and sell granter gas at that point for use in the dwelling new occupied on said land, under the rules and regulations for the sale of gas from the main line of the grantes and under the domestic rate schedule maintained at the elegest distribution centers for gas from this line from time to time, as long as natural gas is available and the line is used for the transportation of natural gas.

and also from time to time additional such pipelines and appurtenances; together with the right of ingress and egress for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. To HAVE AND TO HOLD the same unto said GRANTEE, its successors and mestgas, until said easement be exercised and so long as any structure installed hereunder s used or remain thereon.

ORMITES shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing erops, fences or improvements occasioned in laying, repairing or removing all lines, drips and gates. If the smount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRATTOR, one by the GRATTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRAETEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is mithout authority from GRANTEE to make any agreement in respect to the subject matter hereof not herein expressed.

Executed this 6 day of June, 1930. His mark X Rankin Joble Ed. L. Crutcher Witness. George W. Coble STATE OF HISSOURI BB. CASS COUNTY

Before me, a Notary Public in and for said County and State, on this 7th day of June, 1930, personally appeared Rankin Coble (by mark) and George W. Coble and Lillian Coble his wire, to me personally known to be the identical and same persons who executed has within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires March 7th, 1932. (SEAL) Ed. L. Crutcher Notary Public

Filed for record on this 25 day of August, 1930 at 5 o'clock and 16 minutes A.M. BY <u>Callie 7 Bournan</u> DEPUTY <u>A B Bournan</u> RECORDER

RECORD ENTRY

STATE OF MISSOURI County of Cass

3152

BE IT REMEMBERED, That heretofore, at the	MayTerm, 19.72
of the Circuit Court within and for the County of	
June	the same being the Twenty-third
Judicial Day of said Term, the following, among other	
the Hon. Wm M. Kimberlin	Judge of the Seventeenth Judicial Curcuit of the State
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of Missouri, and Ex-Officio Judge of the Cass County Circuit Court:

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12-64 11-182 12-114-12-184 " 12-163 12-1411 12-1572 2-561 200

11 -155 * 12-44 11-179.4 12-148 12-1490 11-211 10-111 11-7 1 12-39. - - 4K

Excepts " city limits of Frieman & Cleveland

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI, AT HARRISONVILLE

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI

> ORDER DECLARING DECREE OF INCORPORATION OF PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI TO BE FINAL AND CONCLUSIVE

CASE NO. 33050 F JUN .0 1972. BILLY F. MICLAIN CIRCUIT CLERK, CASS CO.

NOW on this 20 aay of ______, 1972, the Court finds that an election was any held on the 24th day of June, 1972, upon the proposition of incorporation of Public Water Supply District No. 7 of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 212 voters voted for the proposition and no voters voted against the proposition.

The Court further finds that the proposition submitted in said election has been assented to by a majority of two-thirds of the qualified voters of the district voting on the proposition at such election; and that said election has been properly held in accordance with law.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree of Incorporation of said district heretofors entered by this Court on June 12, 1972, is final and conclusive.

Circuit Judge, Vivision J Seventeenth Judicial Circuit

IN THE CIRCUIT COURT OF CASE COUNTY, MISSOURI, AT HI RA, CASS CO CIRCUI PUBLIC WATER SUPPLY DISTRICT NO. - 7 IN RE: CASE NO. OF CASS COUNTY, MISSOURI.

DECREE OF INCORPORATION OF A PUBLIC WATER SUPPLY DISTRICT

On this 12th day of June, 1972, there comes on for hearing the Petition in this cause for the formation of a public water supply district. The petitioners appear by A. B. Cook, Harold Hatch and their attorney, Charles E. Hight.

The Court, being fully advised in the premises, finds:

That the Petition is in due and proper form, signed by at least fifty (50) owners of land within the boundaries of the proposed district and verified by at least one (1) of the signers of said Petition, has been filed in duplicate with the Clerk of this Court and was accompanied by a cash deposit of Fifty Dollars (\$50.00).

That due notice of said hearing has been signed by the Clerk of this Court and published in the Cass County Democrat-Missourian, a weekly newspaper of general circulation, for three (3) consecutive issues, the last such date of publication being 25th day of May, 1972, as provided by law.

That there have been no exceptions filed to the formation of said district.

That it is in the public interest to form such district with boundaries as prayed for in the Petition, and

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that said Petition is hereby granted, and said public water supply district is hereby incorporated and shall be officially known as Public Water Supply District No. 7 of Cass County, Missouri.

200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West of the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner of the SW 1/4 of Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner of the SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline, Section 4, T44N, R32W, thence South to the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, T43N, R32W, thence East to the center of Section 2, T43N, R32W, thence South to the center of Section 11, T43N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center line of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence East to the point of beginning: except that area within the existing city limits of the cities of Freeman and Cleveland.

That said district be and the same is hereby divided into five (5) sub-districts of approximately the same area, numbered and bounded as follows:

Sub-district One (1):

Beginning at a point 200 feet West of the SW corner of Section 4, T45N, R32W, thence South to a point 200 feet South and 200 feet West of the SW corner of Section 16, T45N, R32W, thence East to a point 200 feet South and 200 feet West of the SE corner of Section 16, T45N, R32W, thence South to a point 200 feet West to the SW corner of Section 22, T45N, R32W, thence East to the SE corner of the SW 1/4, Section 22, T45N, R32W, thence South to the SE corner, SW 1/4 of Section 27, T45N, R32W, thence West to the NE corner of Section 33, T45N, R33W, thence South to the SE corner of Section 33, T45N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line of the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, T45N, R33W, thence East to the center of Section 27, T45N, R33W, thence North to the center of Section 15, T45N, R33W, thence East to the center of Section 18, T45N, R32W, thence North to the NW corner of the NE 1/4, Section 7, T45N, R32W, thence

Sub-district Two (2):

Beginning at a point, said point being the SE corner, SW 1/4, Section 27, T45N, R32W, thence East to the SE corner, SW 1/4, SW 1/4, Section 26, T45N, R32W, thence South to the SE corner, SW 1/4, SW 1/4, Section 35, T45N, R32W, thence West to the North and South centerline of Section 4, T44N, R32W, thence South to the center of Section 4, T44N, R32W, thence West to the West line of Section 3, T44N, R33W, thence West to the SE corner of Section 4, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary lines of the states of Kansas and Missouri to the NW corner of Section 6, T44N, R33W, thence East to the SW corner of Section 34, T45N, R33W, thence North to the NW corner of Section 34, T45N, R33W, thence East to the point of beginning.

Sub-district Three (3):

Beginning at a point, said point being the center of Section 9, T44N, R32W, thence West to the center of Section 8, T44N, R32W, thence South to the centerline of the South Grand River, thence in a southeasterly direction along the centerline of the South Grand River to the intersection with the South line of Section 16, T44N, R32W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 7, T44N, R33W, thence East to the NW corner of Section 10, T44N, R33W, thence North to the East-West centerline of Section 3, T44N, R33W, thence East to the North-South centerline of Section 4, T44N, R32W, thence South to the point of beginning: except that area within the existing city limits of the city of Freeman.

Sub-district Four (4):

Beginning at a point, said point being the NW corner of Section 21, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection with the South line of Section 27, T44N, R32W, thence West to the NW corner, NE 1/4, Section 34, T44N, R33W, thence South to the SW corner, SE 1/4, Section 34, T44N, R33W, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the NW corner of Section 19, T44N, R33W, thence East to the point of beginning.

Sub-district Five (5):

Beginning at a point, said point being the NW corner of Section 34, T44N, R32W, thence East to the centerline of the South Grand River, thence Southeasterly along the centerline of the South Grand River to the intersection That the first Board of Directors of said water district shall consist of five (5) resident freeholders, one (1) from each sub-district, to serve as members of the first Board of Directors as follows:

Sub-district One (1): L. B. Bartlett, to serve for a term of one (1) year.

Sub-district Two (2): Harold Hatch, to serve for a term of two (2) years.

Sub-district Three (3): Malcolm Simms, to serve for a term of two (2) years.

Sub-district Four (4): A. B. Cook, to serve for a term of three (3) years.

Sub-district Five (5): David Yahnig, to serve for a term of three (3) years.

That this Decree shall not become final and conclusive until it shall have been assented to by a majority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 7 of Cass County, Missouri, voting at an election of such qualified voters, such election to be held on the 24th day of June, 1972, between the hours of 6:00 A.M. and 7:00 P.M.

The polling place shall be the Midway School House, located two and three-fourths (2 3/4) miles West of Freeman, Missouri, on No. 2 Highway.

The judges and clerks of the election shall be: Judges: Cecil Starks Bob Hockaday Clerks: Virgil Beaty Frederic Dillon

Alternates: Mrs. Frederic Dillon Mrs. Glen Laffoon

The form of the ballot to be used at the election shall

PROPOSITION

Shall the Decree of the Circuit Court of Cass County, Missouri, rendered on the 12th day of June, 1972, incorporating Public Water Supply District No. 7 of Cass County, Missouri, become final and conclusive, and shall the Public Water Supply District No. 7 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, Revised Statutes of Missouri?

NO



Notice of said election shall be given by the Clerk of this Court and published as required by law. The results of the election shall be certified to this Court by the judges and clerks of election above named.

WIELIAM M. KIMBERLIN, Circuit Judge, Division #1 Seventeenth Judicial Circuit

Quat # 1 11-182 12-114 Jun. 15 Rg 33 Vic. E= 22,23,24,25,26, E=+5W27, 5=28; 5=29 Jun. 45 Rg 33 See: 34, 35, 36 Quist # 2 12-163 Sec 31, 32, 33, 34, W2 35 Dust #2 12-141.1 June # Rg 33 Lee N2 4, N2 5, N26 Dist #2 12-16 11-54V dion 44 Rg 33

CERTIFICATE OF CLERK

STATE OF MISSOURI,)) 88. County of Cass.)

I, BILLY F. McCLAIN, Clerk of the Circuit Court within and for the County of Cass and State of Missouri, do hereby certify the above and foregoing to be a true and perfect copy of the judgment and order of Court, as fully as the same appear of record and on file now in my office.

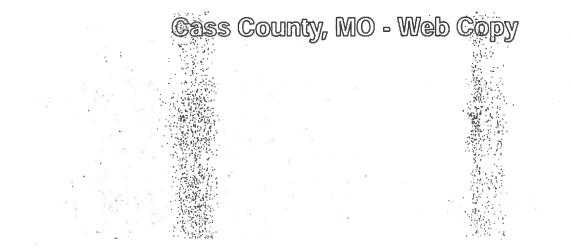
Done at my office in the City of Harrisonville, Cass County, Missouri, this _______ 5th _____ day of _______ JULY _____, 19_72. WITNESS MY HAND AND THE SEAL OF SAID COURT.

> BILLY F. McCLAIN Clerk of the Circuit Court Within and for Case County, Missouri

Jynn Antman

Jun 44 Rg 32 Shec 31, 32, 33, 34, 5W35 Dist # 5 12-148 12-44V diver 43 Rg 33 12-149 11-27 10-111 Jec 1, 2, 3, 4, 5, 6, N27, N28, N29, N210, N211, N212 Dist # 5 June 43 Rg 32

@ Sec W22 3 1 5 12 N27 N28 N29 N210 NWII Dist #-



IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

In the Matter of:

PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI 99 JUN 28 PM 12: 19 Case No. 33050 FILED CIRCUIT CLERK CASS COUNTY. MO.

AMENDMENT OF DECREE OF INCORPORATION TO PERMIT THE CONSTRUCTION, MAINTENANCE AND OPERATION OF COMMON SEWER TREATMENT FACILITIES

Now on this <u>28</u> day of <u>1999</u>, the Petition to Amend the Decree of Incorporation of the above Water District to authorize the construction, maintenance and operation of Common Sewer Treatment Facilities comes on for hearing. The Board of Directors of Public Water Supply District No. 7 of Cass County, Missouri, appears by its Superintendent and authorized representative, Leonard Whiting, by Todd Welsh, President of the Board of Directors of said Water District, and by its attorney, Charles E. Hight.

The Court after hearing evidence in support of the petition and being advised in the premises, finds as follows:

1. That Public Water Supply District No. 7 of Cass County, Missouri, was formed pursuant to a Decree of Incorporation entered on June 12, 1972, and following an election which was held on June 24, 1972, this Court entered an Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive, which Final Order was dated June 30, 1972.

2. The boundary lines of said Water District as initially established and which remain unaltered as of this date are as follows:

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Beginning at a point 200 feet West of the Southwest corner of Section 4, Township 45 North, Range 32 West, thence South to a point 200 feet South and 200 feet West of the Southwest corner of Section 16, Township 45 North, Range 32 West, thence East to a point 200 feet South and 200 feet West of the Southeast corner of Section 16, Township 45 North, Range 32 West, thence South to a point 200 feet West of the Southwest corner of Section 22, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of Section 22, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of Section 27, Township 45 North, Range 32 West, thence East to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 26, Township 45 North, Range 32 West, thence South to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 45 North, Range 32 West, thence West to the North and South centerline of Section 4, Township 44 North, Range 32 West, thence South to the center of Section 9, Township 44 North, Range 32 West, thence West to the center of Section 8, Township 44 North, Range 32 West, thence South to the centerline of the South Grand River, thence in a Southeasterly direction along the centerline of the South Grand River to the intersection with the East-West centerline of Section 2, Township 43 North, Range 32 West, thence East to the center of Section 2, Township 43 North, Range 32 West, thence South to the center of Section 11, Township 43 North, Range 32 West, thence West to the boundary line between the states of Kansas and Missouri, thence North along the boundary line between the states of Kansas and Missouri to the intersection with the East-West centerline of Section 29, Township 45 North, Range 33 West, thence East to the centerline of Section 27, Township 45 North, Range 33 West, thence North to the center of Section 15, Township 45 North, Range 33 West, thence East to the center of Section 18, Township 45 North, Range 32 West, thence North to the Northwest corner of the Northeast Quarter of Section 7, Township 45 North, Range 32 West, thence East to the point of beginning; except that area within the existing city limits of the cities of Freeman and Cleveland.

3. This Public Water Supply District is located in the West Central portion of Cass County, Missouri, and serves ten (10) or more separate properties all of which are located wholly within said District. This District currently has a customer base of approximately 1300 water users.

Cass County, MO - Web Copy

4. That no portion of the above described geographic area is presently being served with common sewer treatment facilities and no common sewer treatment facilities are being operated by any other political subdivision. None of the area within the above described boundary of said Water District is within the certified area of a sewer corporation as defined in Chapter 386 RSMo. and no portion of the above described area is within a common sewer district as defined in Chapter 644 RSMo.

5. That said Water District desires to engage in the construction, maintenance and operation of common sewer treatment facilities which shall be located exclusively within the district boundary of said Water District and that incidental thereto said Water District may enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

6. That the area within the boundary of this Water District is experiencing rapid development and growth and that the only source of solid waste and sewage treatment facilities are individually owned septic tanks with lateral fields, sewage treatment lagoons or other individual lot treatment facilities. That due to the soil types and rock formations encountered in this area, many of these individual treatment systems are inadequate and are malfunctioning with resulting discharge of inadequately treated waste to the surface of the ground, discharge onto the property of adjacent land owners and into the ditches of public road right of ways. The creation of common sewer treatment facilities will promote public health, welfare and sanitation within the boundary of said Water District.

7. That common sewer treatment facilities will be of particular importance within new residential subdivisions, especially those utilizing smaller lot sizes where individual treatment facilities are not practical.

Cass County, MO - Web Copy

8. That the boundary lines of the area to be served by sewer treatment facilities are identical to the boundary lines of the Water District as now established or as may be hereafter from time to time amended.

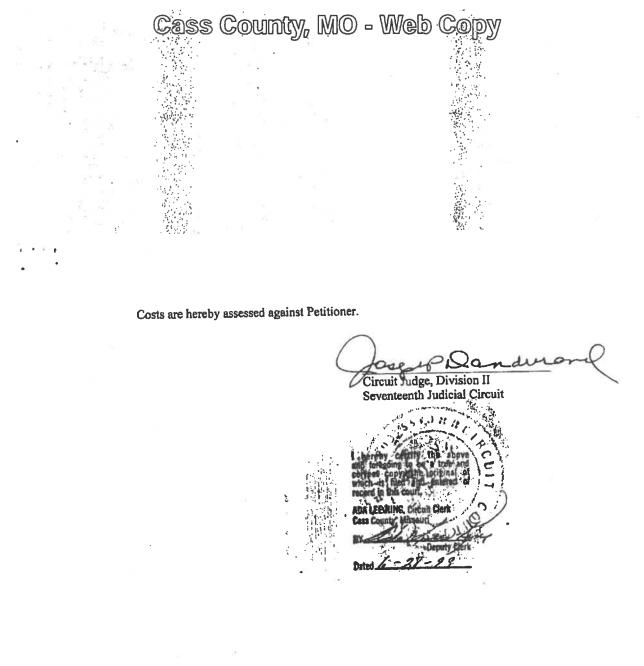
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9. That notice of this hearing has been published in the <u>Cass County Democrat-Missourian</u>, a weekly newspaper of general circulation in Cass County, Missouri for three successive issues, the last such date of publication being May 7, 1999, and that the published hearing date of May 28, 1999 at 1:00 P.M. was continued by the Court to June 28, 1999 at 1:30 P.M. as authorized by Chapter 247 RSMo.

10. That no exceptions have been filed to the Petition seeking the Amendment of the Decree of Incorporation to authorize the construction, maintenance and operation of common sewer treatment facilities.

11. That it is in the public interest to Amend said Decree of Incorporation and to permit said Water District to authorize the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said facilities.

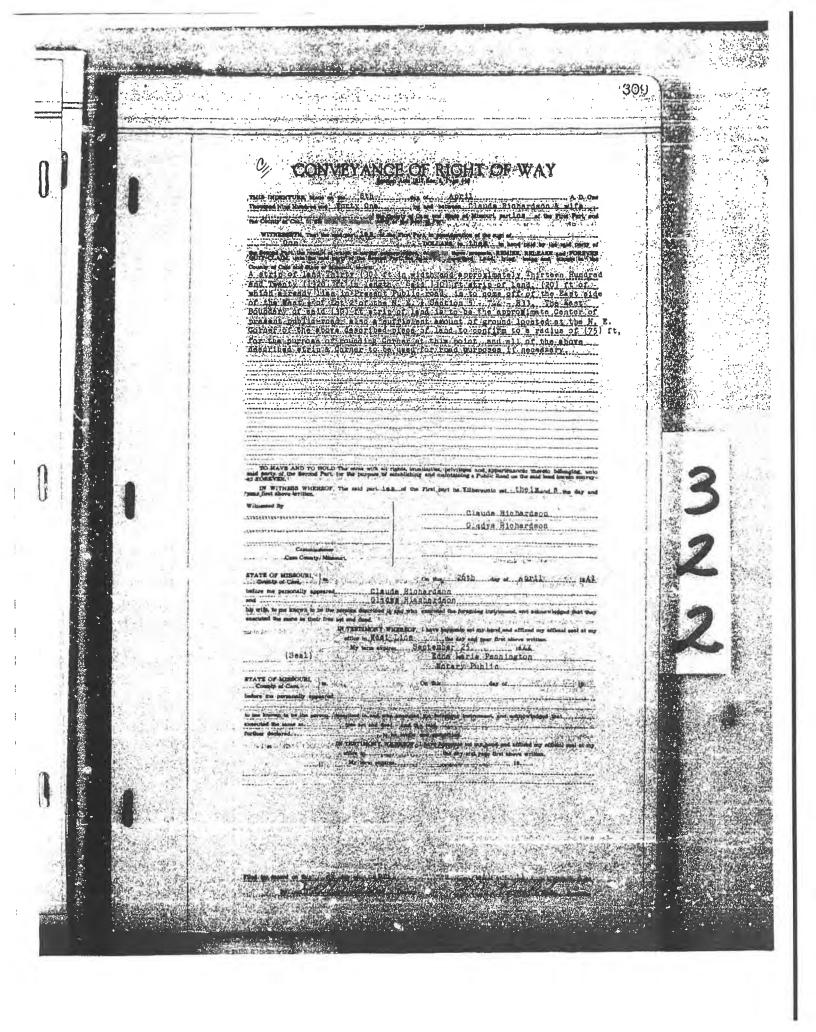
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petition is hereby granted, and that the Decree of Incorporation entered on June 12, 1972 and the Order Declaring Decree of Incorporation of Public Water Supply District No. 7 of Cass County, Missouri, To Be Final and Conclusive dated June 30, 1972 are hereby Amended as requested in said Petition and said Water District is hereby authorized to engage in the construction, maintenance and operation of common sewer treatment facilities or to enter into an agreement with a qualified provider for the construction, maintenance and operation of said sewer treatment facilities.



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Anex technologies and second the second second second second 60 This Indenture, and a man of a destander of hand 1.480 alstal Source Princes al and ch the great 11210642626 whange of Creperty and me stundied exert WITHINGSTER, That the sold partie L Ger d part the product of white's in W the or public by the sold part. Net tweey and the and part 2. A day second part. And a main and and and the Allowing developed and the track of an and the and part 2. A day second part. And a second part of the day of the and the allowing the track of the day of has Not. Convey and Constrant, main the sold part . and the second second mart. adding arely corceasting that Tilly and lawfully a Aud right in couver the mane that the mild presson claim 2 ; and that Tury will Warrant are free and close of any a herein conveyed; that TILLY to TY The or there under when the claim - 1 and than they will the events prever and more the law at a when the law at a set of the more and set of the as a set of the as a set of the set of th will Warrant and Defend the still in the THEN'N OF the autternal Ly. county taxes nor agra Titor pupable IN WITNESS WINKERSON, The sold part of the first part he Whereanto set Thill hand S and Sountas, BRALKO AND DISLOYERTE SA DESERVER ON UNIT cloyd Luckemian whim m > Eco # 2 0,00 STATE OF MISMICHI," day of March a D we 1. acalere Undan Leya Luchennary rectation an suckeman to the Monters in the the parametrical in and what exercited the facet their free not and sleed. Manara a Manara Serl IN TERTIMONY WITHINGP, I have becaute set my haist used affanet my official meet, at my the day and your first place weltten. the some there as the Beckney Public will avoider all the is day of Standa 23 derssiel by des APPOR , BOYON 67 11 the market port a but have my the port of ant the and Construction of the second of Section to the destruction of the The second s



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and the second STATE OF LISCOURI James, Rains being duly sworn on his Oath depones and says COUNTY OF CASS 1 68172 years of age wand whe well coque inted with W. T. Margontree, Grantee 11 a Marranty Less recorded in Book 15/141 Face 521 Of the dead of cords of Cass County . Lissouri; having lived in the anno soomenity; with him , the sold, W. T. Markers

the following children, Granville F.; Hannontree; Clifford D.; Hannontree; Kathleen Hannontr only heirs if the sold U.T. Harmontree, decessed and that no other children wore born of Real Section marriage.

Subsuribed and sworn to bofore me this 24th day of January 10/2 Ly contributor entires Bep 26; - 45 [Seal] Allin C. Lorton Notory Pub Filed for record on this 26 day of Junuary A. D. 1942 at 0 0'clock A av L Cr.Co Chline almer Deputy

Hilsen signat

APPIDAVI

STATE OF MISSOURI e John L. Littell being duly aworn on his oath deposes and say OCULTY OF CASS I on 57 years of age, and was well acquainted with W. T. Marmontroe, Orantee in Marranty Deed Recorded at Book 187 ut page 521 of the deed records of Coss County, Missouri, Laving lived in the same community with him; the said W. T. Harmontrue departed this life April 14th. 1938, Leaving as his sole and only heirs at law, his widow Laude Harmontree; and the following delidren, Granville F. Hanmontres, Clifford E. Hannontree Kathleen Hamontroe Larding, James W., Hanzoutroe, and Lolva Larie Hamostroe Haffurty; the showe being the sole and only hoirs at law of the sold W. T. Hommontree, decessed and that no other children were born of said marriages.

1981 M John L. Littell Subscribed and nuorn t. ... to this 24 day of January 1942.

Ly commission will expires Sep-26-145 [Seal] Allin C. Morton Notary Public Filos for report on this 26 of Jonunry A. Dr. 1942 at 8 o'clock (Willie alman Deputy C.C. Nimberlin Recorder

In relieve see Keene 1/2 Bassing

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C. FOR AND IN CONSIDERATION OF THE SUN OF \$5:00, the receipt of which is hereby seknowledged J. J. Morgan and Anna B. Morgan, his wife; W. E. Morgan and Ello M. Morgan hereafter called grantors, hereby grant unto Stanolide Pipe Line Company, a Maine Corporation, its successors and assigns, hereinafter called grantes, the right to lay, maintain, inspect, operate, replace Change or remove a pipe line for the transportation of oll or gas on, over and through the following described lund of which grantars warrant they are the owners in free simple; situated in Cass County, State of Missouri, to-wit: Southeast Quarter of Hortheast Quarter (SE4 ME+) Soction 33, Township 45, Range 33 together with the right of ingress and egross to and from sold land for any and all purposes inscessory and incident to the exercise by sold grantee or the rights granted by this contract.

Grantore reports the right to use said land for any and all purposes except the purposes hereby granted to sold Orantee. Orantee agrees to pay any damages caused by grantee's operations hereunder, to sold land, and to the instivements, crops, posturege, fences, and livestoch of grantors on said land, on the basis of the status, condition, and use of said land and the idprovements thereon, at the date of this gontract. In the ovent the parties herets cannot agree upon the amount of sold damages, then the amount thereof shall be ascertained and deter persons selected as follows, One by sale grantors, tone mined by three disinterest grantee and the third by two so unlasted, and the presses speed of a statute

selected shell be final and conclusive on the parties hereto. Any tipe line hereinder shall be buried so it will not interfere with cultivation of the surface of wald provides It stalegreed that any payment her curtor may be made direct to sold grantors or any our iof them, or by depositing such payment to the oradit of and granters or any one of them in the Citizens National Heak or Harrisonville 12, and payment at make shall be downed and considered on poyment to each of said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrations, personal ropresentatives; successors and assigns of the porties hereto; Pipejline to prose the northeast corner of described land. · 《学师》 生 der and TIN WITHERS WINNEDF, the granters chows maned have Hersburts set their hands and . . . is this

18th day of December, 1941. Signed, Lesled and deliverod in the presence of : Z. Achterberg

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STATE OF MISSOURT

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W. Way

SWATE !!

J. J. Morgan Anna B. Morgan 18661 W. Z. Lorgan Ben1

and the second second

Before me; of notery public in and for noid County and CASS COUNTY State, on this 20th day of January, 1942 personally appeared J. J. Morgan and Anna B. Morgan, his wife and S. E. Morgan/and Ella M. Morgan, pingle to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the said on their free and voluntary set and deed for the uses and purposes there in set forth. State . La

by commission expires: -ay 22, 1942 [Soal] C. E. Oroh, Notary Public. Filed for record on this 26 day of Jacuary A. D., 1942 at 8 o'clock 20 minutes A. M mimu By Walkie Deputy R.C. The mbulin

TASEVENT der lekane C FOR AND IN CONSIDERATION OF THE SUM OF \$5.00, the receipt of which is hereby acknowledged Lorar T. Brown and Mary K. Brown, his wife, Hereafter called grantirs, hereby grant unto Stanolind Pipe Line Company, a Laine Corporation, its successors and assigns, hereinafter celled grantee, the right to lay, maintald, inspect, operate, replace, change or remove a. pipe line for the transportation of all or gas an, over and through the following described land of which grantors warrant they are the bwhers in fee simple, wituated in Case County, State of Missouri, to-wit: NE1 of NE: of Net ofSwit Section 14, Townshin 45, Range 13 together

with the right of ingress and agrees to and from said load forany and all surposes abovesf and incident to the exercise by said grantes of the rights granted by this contract. Orentors reserve the right to use said land Vor any and all purposes except the purposes hereby granted to said Grantee. Grantes agrees to pay any damages could by grantes's operatio hereunder, to said land; and to the improvements, crops; pasturage, fances and lives out of grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereby, st the date of this contract. In the event the porties hereto connet agree upon the amount of raid damages; then the amount thereof adall be adcertained and dater sined by three disinterested persons selected as follows; One or said granters; one by soid grantee and the third by two so selected, and the written award of said three porsons bo selected shall be final and conclusive on the parties barato. Any pipelline laid bare under shall be buried so it will not interfore with oultivation of the surface of said prenises

It is sgreed that any payment horwunder may be made direct to said grantors or any one of then, or by depositing such payment to the great of said granters or any one of them in the Bank of Drexel of Drexel; to and payment to made shall be deered and considered as pryment to each of said granturs; and that the terms, conditions and provisions of this contract, shall extend to and be binding upon the heirs, executors, administratore, personal representatives, andoessors and assigns of the parties hereto

IN WITHERS MICHAGON the gr. 'Dre above Laged presherougic set chair the gas seed seed dey of Desmider, 1901

Hich de harrow Б 1 EAST ENT CONVEYANCE Robert T.Kirchor 12th October 18 5 and between Oloo Maxino Kironoz Cleo Laviso Kirchor This contract, made as this 12th day of totobar is a contract, made as this contract, day of the contract of t Power & Light Company, a connection of the State of Miss shim of the sum of that part of the southmeet quarter (B#4) of the southeast quarter (SE1) of Section Tweaty-sight (25), Township Forty-five (45), Range Thirty-three (33), lying south of and adjacent to south line of County road and morth side of said tract. Also One (1) gay and suchor extending thirty-five (35) fest south of said road line at a point approximately 617 fest east of west line of said tract. In how and in bold will all appur the and necessary incidents to the party of the spoold part, its essenance and saviens, as long Aleo Marine Firsher in Tastimony Whereof, I have hereusie set my hand and instarted seal the day and year shave written. Frank Leoy ++114 Cass County adjoins Jeckson County, No (BEAL) ----Natary Prate Jackson Courty Missouri 46 29 53 AC. Nineberlin Ð, EASEMENT CONVEYANCE Jewall A.Laffoon and Evelyn Laffoon This suspect, made up this 14th day of January 18 40 by and betaves, a Power & Light Company, a exporation of the State of Missouri, party of the mound part. content, grant and churry unde the party of the actual part, in momentum and antiget the relation spectrum operations and action of the second part is momentum and antiget in research of the source the following lade in the Canady elements and action of all the research of the source that the second part of the Northeast quarter (MEL) of Section Thirty-four (34), Towar-ship Forty-five (45) Range Thirty-three (33) lying east of and adjacent to the east line of county road; Also One (1) Service pole just west of the west line of aforeasid read at a point approximately 370 feet south of the north line of said quarter (17 quarter (1) Section. ant, grant and chovey unto the party of the second part, in monsector and amigns, the right to enter and everi, epastruct and To have and to hold with all appurimaness and accounty insidents to the party of the second part, its monumers and a as the same may be used for such purposes. Evelyn Laffoom y Wharsol, J have h ercunto set my hand sud notarial smi the day sed year above written. (hEAL) Frank Lacy No. 32579 Cass County adjoins Jackson County, No. Filed for pound states 3920 day of April 12. A by 18.46 at 29 order 56 Minutes A M.

A Street

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between _____ Repl. Le. Young. and Opel. L. Young. his wife.

Here & Barry

No. and the

Sec. first part, and the STATE OF MIRSOURI, setting by and through the STATE RIGHWAY COMMISSION OF MIS-SOURI, party of the second part.

WITTINGENTH, That the cald part_10.0, of the first part, in consideration of the sum of Ons and No/100 DOLLARS. presents grant, bargain and soil, convey and confirm unto the said party of the second part, its successors and assigns, tho State of Missouri, to-wite

Two strips of land hereinafter designated A and D iccated in the month 10 cores and south 15 cores of the MP2 of the SW2 of Section 33, T45N, R33W, Said strips contain a total of 0.069 of an aore in an old road and 1.840 sores of new lands -----

Strip A, is 80 feet in width and 416.95 feet in length. the centerline of which is the centopline of Supplementary State Highway Route D. and included between Stations 615+32 and 623+11, of a survey of said centerline, [Note equation: Station 617+16.65 hack = Station 78.9 shead.)

л., з

Strip B; is a strip of land 60 feet in width and 621 fast in length, the centerline of which is the genterline of the above mentioned highway and included between Stations 628+72 and 634+93 of said survey.

Station 615+32 is located at a point on a 3° curve to the right 200 feet west of the northeast dorner of the Mit of SM4 of soid Section 33, said curve has an interior angle of 390-27" and is tangent at said station to a line having a bearing of south 320-421 west; thouse southwesterly along said curve 5416 feet to the P.T. of curve; thence south 350-26' went 362.35 Feet to the end of Strip ", thense continuing wouth 350-26' went 146 feet to the P.C. of a 00-47' ourve to the left, seld curve having interior angle of 340-37'; thence southerly along said ourve 415 fast to the ' beginning of Strip B, at Station 628+72, and from said station the centerline continues southwesterly along said curve 621 feet to Station 634+93.

Elle M. Horgan Gaas 00 ..

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TO HAVE AND TO HOLD the premises aforesaid, with, all and singular the rights, privileges, oppurtenances - and numbies there is belonging or in anywise apportaining, unio the said party of the second part and unto its successors and araina, FOREVER.

IN WITHERS WHEREOF, the said perticited the first part have, horsents act. that had a .; and shall .; the day and your first above written.

Witnessed by

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Sec. 200

iis. 11

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ACKNOWLEDGHENT BY INDIVIDUALE

STATE OFSEGMEL} ss.
County ofGene
on the 11th day of Append 10.47 before the personally appeared
Barl L. Young and Opol k. Young, big with
to me known to be the person, f., described in any who executed the foregoing instrument, who being duly swora by me
acknowledged that
IN TESTIMONY WHEREOF, I have barennie set my hand and affined my efficial seal at my office in
(SEAL)

:

Netary Fublia

Rath L. Young

OPAL L. TOWNS

the set

ACKNOWLEDGMENT JY CORPORATION

STATE OF	24.
County of another and another	
Qa this day of	
	the second state was a second and a second state of the second sta

to me personally known, who being by me duly sworn did, say that and that the seal affined to the fare-..... of stolog instrument is the corporate seal of said corporation and that said instrument was signed and sealed in bohalf of said he is the said instrument to be the free set and deed of said corporation and that it was executed for the consideration stated thursda and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and atfined my official seel, at my office in...... County, the day and year first above written,

My term explicit	

The foregoing Conveyance was filed for record on the 142h day of April A. D.A...N., Thoras Keeley Doputy ach . Ret Ry

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Sector and

Contarguare : 100 Fire State Magicone Buryestes

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..... part 108. of the first part, and the STATE OF MOREOUSL acting by and through the STATE HIGHWAY COMMISSION OF MIS-BOULL party of the second parts.

WITH MEASTR. That the said pertisis. of the first part. In consideration of the sum of ... a grant, bargain and self, convey and couffrm mato the said party of the second part, its succes are and assigns the State of Missouri, to-wit:

a strip of land 80 feet in width and 961 feet in length, located in the douth 28 rods of the north 48 rods of the Ent of the SMi of Section 33, 745N, H3W, and sontaining 1,032 seres ... The centerline of said strip is the centerline of Supplamatary State Highmay Houte D, and included by weeks Stations 623+11 and 268+72 of a survey of seid sustanting, station the set

Station 623+11 on said centerline is located at a point 330 feet south and 455 fest west of the mostheast corner of the WM of the SWs of said Section 13, and from seld station the centerline extends thence south 352-251 west 146 feet to the F.G. of a 09-47' curve by the left, said curve baying an idedripy angle of 310-37'; thence mutherly signagesid-ourse 115 Seet to Station 628+75.

The undersigned Willies Patterson joins in the encoution of this instrument for the purpose of releasting this interest in the above described real estate as holder of a note described in dead of trust recorded in Book 341 Page 305.

> 这些问题。 第二章 1000 - Start is a far that the first and the - setter 1. 10

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Lula B. Powell Case Cot Boute Spir.

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Insurantities therein believering or in our risk summitting and the second part of the second part and the fit operation of the second part of the	14 - E. B.
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DI WITHTERS WHERE BOY, the sold periodical biosteric party and W. services which I would be used at the day and year first above written.	- G
day and year first above written.	a at
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Witnessed by	1.1.1.1.1.1
Patterson .	
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and the second	1
ACKNOWLEDGWENT WY INDIVISUALS	-44 (. 24) - 44 (. 24)
STATE OF MISSOURI	· Astron
County of OASS	4.1
On this 16th day of April 19. 67 before his personally apparent	2010
Lula D. Powell, sincle a widow and Mm. Patterson	2 3.
	1 2 L
to me known to be the persons	0
scinowiedged that	
IN TENTIMONY WHEREOF. I have between set my hand and affined my official seal at my office in	
Ginneland	15 M 4 3
(BEAL)	
My term apples Mar. 24	1000
	1.00
ACKNOWLEDGMENT BY CORPORATION	T.e.
STATE OF	to a to
County of On this day of 19 before use appealed	1.24

Sec. rr. lin and no other.

IN TESTIMONY WHEREOF, I have barounto sat my hand and affined my of "dal seal, at my office in. County, the day and year first above written.

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10.4 B 20.00

The foregoing Conveyance was filed for record on the - Sthe only of Max - A D. 18 A7 - at . A b Cabad. 29 minutes - A18. By Carchine Creater Bapary - Bright - Conveyance - A D.

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Force a/c extension to W.U. Hubuch - HUBACH ESTATES Location #11=23+6

Contraction of the local data

Classif. P.A. Ext. Sched. #2318

RIGHT-OF-WAY BASEMENT

NOW ALL NEW BY THESE PRESENTS: That the undersigned (Me) Malasy Donald Hubach and Charlens H. Rubach his wife, for a good and valuable consideration, the receipt whereof is hereby acknowedged, do laraby grant unto Osage Valley Electric Cooperative Association, a corporation, whose post office address it Butler, Missouri, and to its successors of assigns, the right to enter upon the lands of the undersigned, situated in the county of CASS. State of Missouri, and more particularly described as follows:

South 5 of Section 23, Township 46 Range 32, Raymore counship,

County of Cars All 7200 Volt Primary Lines to be overhead. All 120.240 volt secondary lines to be formished in place, underground, by the user. W.D.B C.H.H. and to construct, operate, replace, repair, patrol and maintain thereon an electric transmission and distribution line or system in suitable structural form for transmission and distribution of electr' urrent for any purpose whatsoever; including the right to cut and trim trees to the farmt necessary to keep them clear of the electric line by at least ten feet.

The undersigned agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expanse shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned commanants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WIINESS WHEREOF, the undersigned set hand and seal this 18th day of August, 1964. isigned, scaled, and delivered in the pressure of:

Wesley Donald Hubach (L.S.) Charleng H. Hubach (L.S.)

STATE OF MISSOURI)

County of Cass ...)

On this 18th day of August 1964, before so personally appeared Mesley Donald Rubach and Charlone H. Hubach his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my official seal, County scal, the day and year first above written. (Scal) My term expires 1/1/1967

000000000

Chester P. Long County Clerk

filed for record this 12th day of March A.D. 1968 at 8 o'clock -- minutes A.M. Of Allen Deputy

man Jal Recorder

COMPARED

GRANT OF UTILITY BASEMENT

THIS INDENTURE, made the 30th day of August, 1967, between BARL L young and UPAL L. YOUNG, .: husband and wife, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantee.

WINNESSERN: That in consideration of the sum of OWE DOLLAR and Other good and vuluable consideration, paid the Grantee to the Grantors, the receipt whereas the Grant

bareby acknowledge, the Grantors hereby grant the Grantee, it successors and assigns: A Utility Essement of the East 10 feet of that land which runs parallel to

the casterly line of Missouri State Highway "D", "also knowing Holmes Pond and also

secorting the Sonds

known as Supplemental State 'Lighway 'D' of the following described Land located in the County of Case. State of Missouri, towit: A tract of Land in the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, described as follows: Beginning at a point 20 ands South of the Northwest corner of said Quarter Quarter Section; thence West 400 feet to the Easterly line of Supplemental State Highway Route "D"; thence Southwestorly along said line 565 feet, more or Lass, to a point which is 48 rods South of the North Line of said Quarter Quarter Section; thence North to the point of beginning, said tract containing 5:90 acres, more or less, being all that part of the South 20 rode of the North half of and the dorth 8 rods of the South half of the Northwest Quarter of the Southwest Quarter of Section 33. Township 45, Range 33, lying an of Supplementary Highway Route "P".

That the Grantos, its successors and assigns, forever, may construct and maintain and repair utility linos, including, but not limiting, to, water, and under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and scale this 30th day of August, 1967.

Earl L. Young Opal L. Young

MISSOURI ACKNOWLEDGHENT MAN: AND WIPE

STATE OF NISSOURI)

a de la compañía de l Compañía de la compañía

AND A STREET STREET

On this 30 day of August, 1967, before me, the undersigned, a Notary Public, personally appeared Earl L. Young and Opal L. Young, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and bilized my official meal at by office in Cass County, Missouri the day and year last above written.

Opal C. Speir Notary Public

(Seal) My Term expires Sept. 14, 1971.

Filed for record this 12th day of March, A.D. 1968 at 11 c'clock 10 minutes A.M. My C.A. Mile, Deputy Enconder Deally Recorder

000000

GRANT OF UTILITY RASEMENT

COMPAREL

485

THIS INDENTURE, made the 14 day of MARCH, 1967, between G. P. STARR and BETTY J. STARR, hushand and wife, and W. WAYNE SILVIUS and LOUISE S. SILVIUS, husband and wife, Granters, and the CITY OF CLEVELAND, MISSOURI, Grantes:

WITNESSETH: That in consideration of the sum of GNE DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors

hereby acknowledge, the Grantors hereby grant the Grantes, it's successors and assigns: A Utility Ensement of the East 10 feet of that land which runs parallel to the estarly line of Missouri State Highway "D", also known as Holman Road and also known a Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, towaits

A part of the Bouthwest Quarter of the Southwest Quarter of Saction 33, in Township 45, Range 33, descr.bad as follows: a Beginning at the Morthwest

الموالع مناهدا كسكون 110 253 Alderman held August 13, 1968, by the following vote, to-wit, AYES 4 ALDERNEN Corder, Lene, Kincwide & Willey NOES : ALDERNEN NONe ASSENT ALDERMEN NODE Elsa M. Gatchel, City Clerk of the City of Belton ****** Filed for record this 11th day of September, A.D., 1968, at 8 o'clock A.M. PAScen, Fall Recorder Deputy 000000000 COMPARED APPIDAVIT STATE OF MISSOURI 1 COURTY OF CASS 3 22 Comes now G. H. ALLEN being duly sworn and of lawful age states as follows: That I was personally acquainted with Levi Smith, and I know that he was married to Alta 2. Smith prior to March. 9, 1912, and that they remained married until the death of Alta E. Smith which was prior to May 26, 1928, never having been divorced. Purther affiant saith not. G. M. Xilen Subscribed and sworn to before me, a Notary Public within and for the County and State first above mentioned, this 11th day of September, 1968. James E. Thompson Jr. (Seal) My term expires: July 10, 1972 Notary Public 1.1.1 ***** Filed for record this 11th day of September, A.D. 1968 at 2 o'clock -- min P.M. NY allers Deputy -د م تختبه در ب 000000000 COMPARED GRANT OF UTILITY EASE: AT THIS INDENTURE, made the 11th day of September, 1968, between THEODORE H. LUECK and LULA L. LUSCK, husband and wife, and EARL L. YOUNG AND OPAL L. YOUNG, husband and wife, Grantors and the CITY OF CLEVELAND, MISSOURI, Grantee. WITWESSETH: That in consideration of the sum of ONE DOLLAR and other good and valuable consideration, paid the grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors hereby grant the Grantes, its' successors and assigns: $m_{1} \neq 1$ A Utility Essement of the East 10 fest of that Land which runs parallel to the easterly line of Missouri State Highway "D", also known as Holmas Road and also known as Supplemental State Highway "D" of the following described land located in the County of Cass, State of Missouri, to-wit: Beginning at the Southeast corner of the Northwest one-quarter of the Southwest one-quarter, Section 33-Township 45, Range 33; in Cass County, Mo., thence South 89 degrees 13' 20" West, 1084:3 feet to the Southemsterly right of way line of State Route "D", thence Northeastarly along a curve, with a radius of 7,274.41 fest, a distance of 999.97 feat to a point; thence North 32 degrees, 57' East; continuing along said right of way line, 174:25 feet to a point, thence North 68 degrees 53' East, 407,27 rest to a point in the East line of said Northwest quarter-Southwest quarter Section; thence South 5 degrees 24' East, 1015.0 feet to the point of beginning.

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	ran for Electric Annual (Electric) in the Electric Annual and annual state (1996) - Annual	
A Station		
1994 		
	Section 2. WATER RATES: The City of Cleveland agrees to furnish water to the	
	above described tract of land, at the rate of charge established for patrons within	
	the city limits of Cleveland, Missouri.	
	Section 3. RESTORATION OF LAND: The City of Cleveland further agrees to restore	
	the right of way, granted by this indenture to a condition acceptable to the owners	16
	of the above described tract of land each time the City is required to lay new line	6
	or existing line has to be repaired.	
	Section 4. LANSUITS. It is the intention of this indenture to satisfy all parties	8 1
	concerned and therefore, all parties agree to discontinue all legal action comtemplated	
	in regard to the utility right of way of this tract of land. That the grantee, its successors and assigns, foraver, may construct and maintain	
	That the grantee, its successors and assigns, its successors as a successors and assigns, its successors and assigns, its successors and assigns, its successors as a successor as a success	
	and repair utility lines, including, but not limiting of, death, that a start and an and through said land as may be reasonable and proper in that behalf.	
	IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this lith	
	IN WITNESS WARRANT, the pittles have initially a set of the set of	Į į
	day of September, 1960.	
	LAIR L. Luck Earl L. Young	
	Gpal L. Young	
	MIBSOURI ACTOOMLEDGEMENT - MAN AND WIFE	
	STATE OF MISSOURI) SS	
	COUNTY OF CASS } On this 117H day of September, 1968, before me, the undersigned, a Notary Public,	51.
	On this 11TH day or september, 1988, before as, the undersymbol, a story the personally appeared Theodore H. Lucck and Lula L. Lucck, to ma known to be the personal	
	personally appeared insolute A. Later and Life 1. Later, or a sknowledged that they exec	ruted
	the same as their free set and deed.	(P)
	IN TESTINONY WHEREOF, I have hereunto set my hand and affixed my official seal at	
	my office in Cass County, Missouri, the day and year last above written.	
	Morley Johnson Vogel, Notary Public	
	My term expires April 15, 1971. In and for Jackson County which Adjoins Cass County	
	MISSOURI ACKNOWLEDGEMENT - WAN AND WIFE	
	STATE OF MISSOURI) SS COURTY OF CASS)	
	On this 11th day of September, 1968, before me, the undersigned, a Notary Fublic,	
	personally appeared Earl L. Young and Opal L. Young, to me known to be the persons	
	described in and who executed the foregoing instrument, and acknowledged that they	
	executed the same as their free act and deed.	
	IN TESTIMONY WHEREOF, I have becounto set my hand and affixed my official seal at	
	my office in Cass County, Missouri, the day and year last above written.	
	(Seal) [Real] [R	
	Hy term expires April 15, 1971. edjoins Case County	
		11-1-
	Piled for record this 12th day of September; A.D., 1968, at 10 o'clock and 30 minutes	ST 458
	By Till, - Muhole Deputy	
	the start of the second se	
		300
		No.



Cass County, no - Web Copy EASEMENT CONVEYANCE

(Individual)

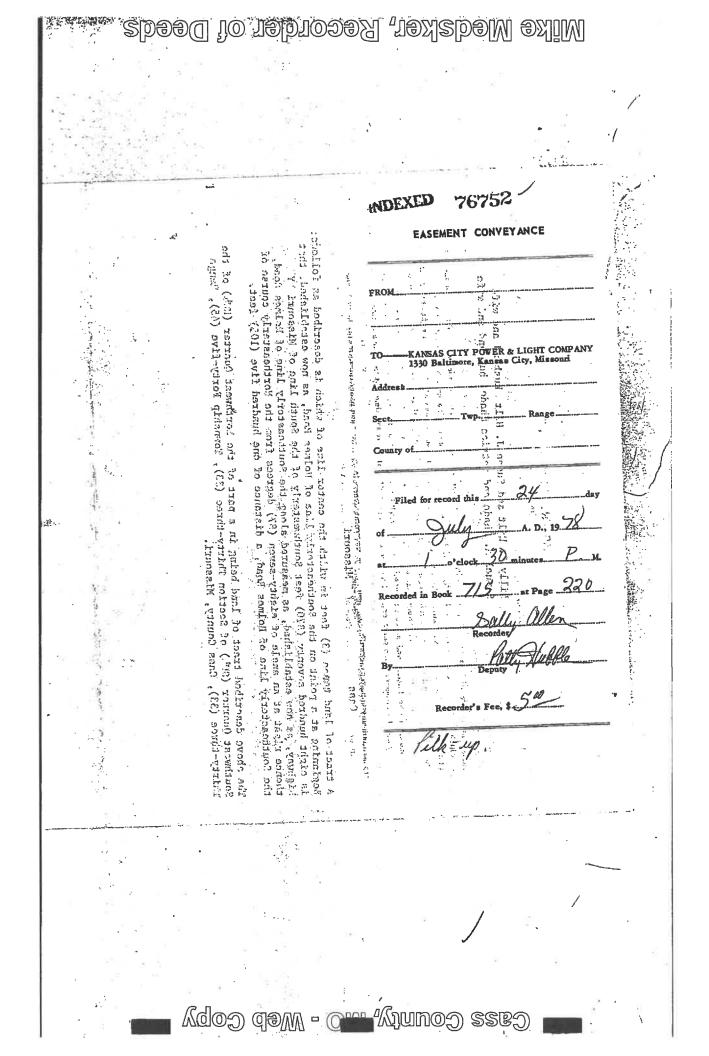
Samuel A. Shade and Patrica Shade husband and wife

A tract of land three (3) feet in width the center line of which is described as follows: Beginning at a point on the Southeasterly line of Holmes Road, as now established, that is eight hundred seventy (870) feet Southwesterly of the South line of Missouri "Y" Highway, as now established, as measured along the Southeasterly line of Holmes Road, thence right at an angle of eighty-seven (87) degrees from the Northeasterly course of the Southeasterly line of Holmes Road, a distance of one hundred five (105) feet.

The above described tract of land being in a part of the Northwest Quarter (NW4) of the Southwest Quarter (SW4) of Section Thirty-three (33), Township Forty-five (45), Range Thirty-three (33), Cass County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appettaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and sasigns, forever.

IN WITNESS WHEREOF,have hereunto set my hand and seal thisday of	
July , 19 78 Samuela Shade (Seal)	
Billy R. Hilt Billy L. (Seal) Samuel A Shade (Seal)	
Susan J. Hilt Sugar Aklt Patrice Shade	
State ofMissouri	
Drihis 102 nd day of July 19.78 before me, a Nonry Public, personally appeared Bill R. Hilt and Susan J. Hilt and Caylord, Stucker and Esther Stucker	
Bill R. Alit. A. Shade and Susan J. Alit. and Susan J. Alit. Say Hild, Hilder and Bosher Printerer	
to me known to be the personS described in and who executed the foregoing instrument, and acknowledged that they	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.	
My Commission Expires 14th FEB 1982 Notary Public Red Romano	
Mike Medsker, Recorder of Deeds	Į



Cass County, The - Web Copy EASEMENT CONVEYANCE (Individual)

KNOW ALL MEN BY THESE PRESENTS, that I/we, KENNETH D. CRAVENS and LESLIE W. CRAVENS

for and in consideration of the sum of ONE Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the <u>CaSS</u>. State of <u>Missouri</u>, to wit:

The East ten (10) feet of the South two hundred sixty (260) feet of the following described tract of land.

A part of the West Half of Lot 7 of the Northwest Quarter of Section 5, Township 44, Range 33, in Cass County, Missouri, described as follows: Commencing at a point on the East rightof-way-line of Missouri State Route "D", and 338.91 feet South of the North line of said Lot 7, and running thence East and parallel with the North line of Lot 7, 587 feet to the True Point of Beginning of the tract to be described; thence East, 130.46 feet; thence South 689.80 feet; thence South 84 degrees 25 minutes West, 245.08 feet; thence North 9 degrees 02 minutes East, 722.61 feet to the Point of Beginning. Contains 3.0 acres.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities therewate belonging or in any wise appertaining unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, We have hereunto set. OUT hands and seals this 23rd day of
March 19 81
(Seal) (Seal) (Seal) (Seal) (Seal)
(Seal) (Seal) (Seal) Lessie W. Cravens
ACKNOWLEDGMENT
State of
County of JOHNSON)
On this 23rd day of March 19.81 before me, a Notary Public, personally appeared KENNETH D. CRAVENS LESLIE W. CRAVENS Husband and Wife
sod
s to me known to be the personS described in and who executed the foregoing instrument, and acknowledged that
"egecuted the sume as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
The Read
My Commission Expires September 26, 1981 Notary Public Ray G. Bush, Jr.
"Mike Medsker, Recorder of Deeds 69

D., 19.C EASEMENT CONVEYANCE 99157 Recorder's Fee, S Conear Recorded in Book Filed for County of FROM 0.0 Addre ğ Sect ŋ, 5 (f. (; Э n, · 8. 1 Mike Médsker, Recorder of De

RIGHT OF WAY EASEMENT

Number

ass County, 🔛

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations paid to Krongh J. Chatfield Sr. & Betty A. Chatfield, of the County of Case, State of Missouri, hereinafter referred to as GRANTOR, by the PUBLIC WATER SUPPLY DISTRICT NO. 7 OF CASS COUNTY, MISSOURI, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width and located parallel with and contiguous to the <u>Morth F (Jecs</u>) right-of-way line of the now established State or County road running along the <u>South F East</u> side of the following described real estate of the GRANTOR

The Southeast Quarter of the Southeast Quarter 64 Section 33, Township 45N, Range 33W.

together with the right of ingress and egress over the adjacent land of the GRANTOR, his successors, and assigns, for the purposes of this easement.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANNOR from said Water District for going upon said lands and laying of said pipeline, and that the Water District shall be liable for such damages to pastures, trees, shrubs, lawns, and crops as may incur in the original construction of said water line, or that may accure in the future by virtue of the same being located upon said above described lands. The GRANTER covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors, and assigns.

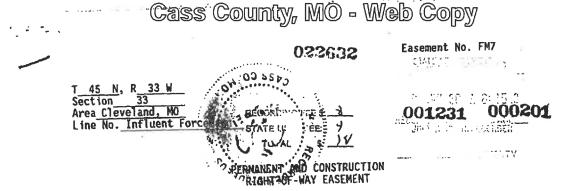
Title to said water pipe line shall be and remain in the District.

GRANNOR covenants to and with said District that, subject to easements, restrictions, and liens of record, GRANNOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRAMTRE, its successors, and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instr

Cass County, MO - Web STATE OF MISSOURI, 88. COUNTY OF Cass On this Cth day of June . 19 B, before me, undersigned, a notary public in and for the County of <u>Cass</u> the the State of Missouri, personally appeared Kanath J Chat Bett. to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that $\frac{1}{2}$ executed the same as $\frac{1}{2}$ free act and deed. 1.0 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my officialseal at my office in Freeman Missouri, the day and year last above written. Notary Public in and for said County and State or typed name NI3500 (Printed of Notar Public) * - 7 144444 My commission expires: Nov. 30 1984 1. Witt of Deputy Recorder's Office 83 hareby certify that thisy instrument STATE OF MISSOURI COUNTY OF CASS ĽĒ. ۰. i



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>Nine hundred</u> seven and .50/100 and other good and valuable considerations paid to <u>Samuel A. Shade and Patricia Shade</u>,

husband and wife of the County of <u>Cass</u>, State of <u>Missouri</u>, hereinafter referred to as GRANTOR, by the <u>City of Cleveland, Missouri</u>, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a permanent and a temporary construction easement with the right to survey, erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, remove sewer lines and appurtenances over, across and through the land of the GRANTOR situated in <u>Cass</u> County, State of <u>Missouri</u>, said easements being described as follows:

A <u>PERMANENT EASEMENT</u> consisting of a strip of land <u>tifteen</u> (15 feet in width located parallel and adjacent to, and immediately South of the North property line of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, in Cass County, Missouri described as follows: Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, thence South 89 degrees 13 minutes 20 seconds West, 1084.3 feet to the Southeasterly right-of-way line of State Route D, thence Northeasterly along a curve with a radius of 7274.41 feet, a distance of 999.97 feet to a point, thence North 32 degrees, 57 minutes East, continuing along said Right-of-way line 174.25 feet to a point, thence North 88 degrees 53 minutes East 407.27 feet to a point in the East line of said Northwest Quarter of Southwest Quarter, thence South 5 degrees 24 minutes East, 1015.0 feet to the point of beginning, except that part thereof, if any, in roads.

Subject to covenants, conditions, restrictions, reservations and easements of record, if any.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land five (5) feet in width located parallel and adjacent to and immediately South of the above described Permanent Easement.

and

A <u>PERMANENT EASEMENT</u> consisting of a strip of land <u>Fifteen</u>. (15) feet in width located parallel and adjacent to, and immediately East of the West property line of the above-described property.

A <u>TEMPORARY CONSTRUCTION EASEMENT</u> consisting of a strip of land five (5) feet in width located parallel and adjacent to and immediately East of the above described Permanent Easement.

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<u>Mike Medsker, Recorder of Deeds</u>

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It is understood and agreed that the consideration herein stated shall be full consideration due to GRANTOR from said GRANTEE for going upon said lands and laying of said sewer pipe lines, and that said GRANTEE shall be liable for such damages to pastures, trees, shrubs, lawns, and crops that may accrue in the future by virtue of the same being located upon said above described lands. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. Grantee covenents to restore construction area to its original condition in a timely manner including replacement of any trees or shrubs. Title to said sewer pipe lines shall be and remain in the GRANTEE.

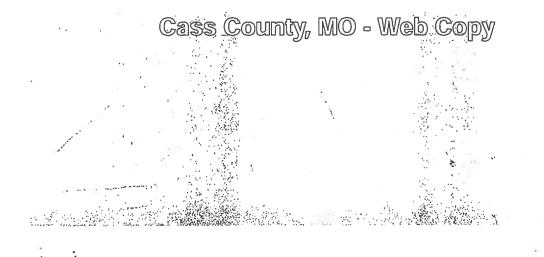
GRANTOR covenants to and with said GRANTEE that, subject to easements, restrictions, and liens of record, GRANTOR is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, th	the GRANTORS have executed this instrument this 22 day
	Samuela Shala
	Patricia Shade
STATE OF MISSOURI)
COUNTY OF)ss.)
On this 29 day of for the County of appeared Samuel ($\frac{19}{100}$, $\frac{19}{100}$ before me, a notary public in and in the State of Missouri, personally $\frac{100}{100}$ $\frac{100}{100}$ $\frac{100}{100}$
in and who executed th she) acknowledged the	to me known as the persons e foregoing instrument and acknowledged that (they, he, same as (their, his, her) free act and deed.
In Testimony Whereof, at my office in <u>144</u> above.written. My Comm	I have hereunto set my hand and affixed my official seal <u>A ALIS ON CHER</u> , Missouri, on the day and year first ission Expires
R OLA	Notary Public
My Commission Expires:	
JAMES E. THOMPS	ON JR.

COUNTY OF CASS MY COMMISSION EXPIRES JULY 25, 1992

<u>Mike Medsker, Recorder of Deeds</u>



IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 2, OF CASS COUNTY, MISSOURI NO. 30459

ORDER DECLARING DECREE EXTENDING AND ENLARGING THE BOUNDARIE

OF PUBLIC WATER SUPPLY DISTRICT NO. 2.

OF CASS COUNTY, MISSOURI TO

BE FINAL AND CONCLUSIVE

NOW, on this day of day of day of here, 1992, the Court finds that an election was duly held on the 3rd day of March, 1992, upon the proposition of extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 80 voters voted for the Proposition and 8 voters voted against the Proposition.

The Court further finds that the Proposition submitted at said election has been assented to by a majority of two-thirds (2/3rds) of the qualified voters of the District voting on the Proposition at such election; and that said election has been properly held in accordance with law.

The Court further finds that the boundary lines of certain sub-districts should be modified and rearranged as follows: The boundary of Sub-district No. 2 shall be legally described as follows:

Beginning at the Southwest Corner of the North Half of Section 15, Township 45, Range 33, and running thence North along the West line of Section 15, Section 10 and

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Cass <u>County</u>, MO - Web Copy

Section 3 to the Northwest corner of Section 3, Township 45, Range 33; running thence East along the North line of Section 3, Section 2 and Section 1, Township 45, Range 33, and continuing East along the North line of Section 6, Township 45, Range 32 to the Northeast corner of the West Half of said Section 6, Township 45, Range 32; thence South along the East line of the West Half of said Section 6 and the East line of the West Half of Section 7 and the East line of the West Half of Section 18 to the center of Section 18, Township 45, Range 32; thence West along the South line of the Northwest Quarter of said Section 18 to the Southwest corner of the Northwest Quarter of Section 18, Township 45, Range 32; thence continuing West along the South line of the North Half of Section 13, Township 45, Range 33 and the South line of the North Half of Section 14 and the South line of the North Half of Section 15 to the Southwest corner of the North Half of Section 15, Township 45, Range 33, which is the Point of Beginning.

The boundary of Sub-district No. 3 shall be legally described as follows:

Beginning at the Southwest corner of Section 36, Township 46, Range 33 and run thence North along the West line of said Section 36, the West line of Section 25 and the West line of Section 24 to the Northwest corner of the South Half of Section 24, Township 45, Range 33; thence East to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence East along the North line of the Southeast Quarter of the Northwest Quarter of Section 24 and the North line of the South Half of the Northeast Quarter of Section 24 to the Northeast corner of the South Half of the Northeast Quarter of Section 24, Township 46, Range 33; thence continuing East along the North line of the South Half of the Northwest Quarter of Section 19, Township 46, Range 32 to the Northeast corner of the South Half of the Northwest Quarter of said Section 19; thence South along the East line of the West Half of said Section 19 to the Southeast corner of the Southwest Quarter of said Section 19, Township 46, Range 32; thence East along the North line of Section 30, Township 46, Range 32 to the point of intersection of the North line of said Section 30 and the West right of way line of U. S. Highway 71, as now located and established; thence Southeasterly following the West right of way line of U. S. Highway 71 through Section 30, Section 29, Section 32, Township 46, Range 32 and continuing Southeasterly along the West right of way line of said Highway 71 through Section 5, Section 4 and Section 9, Township 45, Range 32 to the point of intersection of the Westerly right of way line of said

<u>Mike Medsker, Recorder of Deeds</u>

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Highway 71 and the East line of the Northwest Quarter of Section 9, Township 45, Range 32; thence South along the East line of the West Half of said Section 9 to the center of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to a point 647.7 feet East of the East right of way line of Old Highway 71; thence South a distance of 409 feet; thence West a distance of 417.7 feet to a point in the East right of way line of said Old Highway 71; thence Northwesterly along the East right of way line of said highway a distance of 466.8 feet to the North line of the Southwest Quarter of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to the West line of said Section; thence continuing West along the South line of the Northeast Quarter of Section 8, Township 45, Range 32, a distance of 200 feet; thence North and parallel to the East line of said Section 8 to a point 200 feet West of the Northeast corner of said Section 8; thence West along the South line of Section 5 and Section 6 to the Southwest corner of the East Half of said Section 6; thence North along the West line of the East Half of said Section 6 to the Northwest corner of the East Half of said Section 6. Township 45, Range 32; thence West along the South line of Section 31, and the South line of Section 36, Township 46, Range 33 to the Southwest corner of Section 36, Township 46, Range 33 which is the Point of Beginning.

The boundary of Sub-district No. 4 shall be legally described as follows:

Beginning at the Southwest corner of the North Half of Section 9, Township 45, Range 33 and run thence North along the West line of Section 9 and Section 4 to the Northwest corner of Section 4, Township 45, Range 33; thence continuing North along the West line of Section 33, Section 28, Section 21 and Section 16, Township 46, Range 33 to the Northwest corner of the South Half of said Section 16; thence East along the North line of the South Half of said Section 16 to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence South along the Quarter Quarter Section line to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence East along the North line of the Southeast Quarter of the Northeast Quarter of Section 21 and the North line of the South Half of the Northwest Quarter of Section 22, Township 46, Range 33 to the Northeast corner of the South Half of the Northwest Quarter of said Section 22; thence South to the center of said Section 22; thence East along the North line of the South Half of Section 22 and the North line of the South Half of Section 23 to the Northeast corner of the South Half of said Section 23; thence South along the East line of Section 23, the

East line of Section 26 and the East line of Section 35 to the Southeast corner of Section 35, Township 46, Range 33; thence West along the South line of Section 35 and Section 34 to the Southwest corner of Section 34, Township 46, Range 33; thence South along the East line of Section 4 and the East line of Section 9, Township 45, Range 33 to the Southeast corner of the North Half of said Section 9; thence West along the South line of the North Half of said Section 9 to the Southwest corner of the North Half of Section 9, Township 45, Range 33, which is the Point of Beginning.

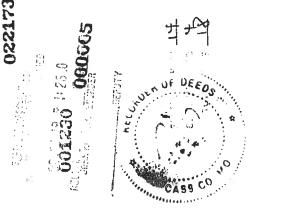
The boundaries of Sub-district No. 1 and Sub-district No. 5 shall remain unchanged.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, heretofore entered by this Court on October 7, 1991, be, and the same is hereby declared to be final and conclusive.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the boundaries of certain Sub-districts be modified and changed in accordance with the legal descriptions hereinabove set forth.

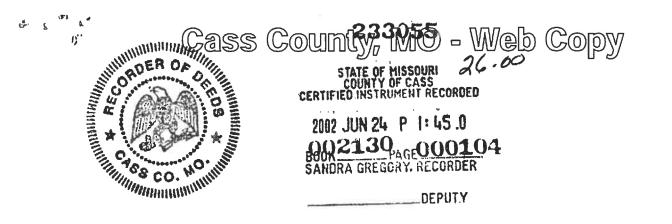
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Division _____ Seventeenth Judicial Circuit





<u>Mike Medsker, Recorder of Deeds</u>



TRUSTEE'S DEED

THIS INDENTURE, made as of the <u>21st</u> day of <u>JUNE</u>, <u>2002</u>, by and between <u>BETTY</u> <u>A. CHATFIELD</u>, Trustee of <u>THE BETTY A. CHATFIELD TRUST</u> <u>UNDER TRUST</u> <u>AGREEMENT DATED AUGUST 7, 1996</u>, Party of the First Part/Grantor(s), and <u>MICHAEL</u> <u>L. O'KEEFE AND KAROL K. O'KEEFE, HUSBAND AND WIFE</u>, Party of the Second Part/Grantee(s), whose mailing address is: 24916 S, 2005, 2007, 400, WIELOND, WIELOND,

WITNESSETH: That the said Party of the First Part, in consideration of the sum of Ten Dollars and other good and valuable considerations (\$10.00) paid by the said Party of the Second Part (the receipt of which is hereby acknowledged), does by these presents SELL AND CONVEY unto the said Party of the Second Part, their heirs and assigns, all of the right, title and interest of the said Trustee(s) in and to the following described real estate situate in the County of Cass, State of Missouri, to-wit:

The North half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, Cass County, Missouri. ALSO, a perpetual easement for the maintenance and repair of a gas pipe line over and across the South half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 45, Range 33, as now located and established.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

This Deed is made and given by the undersigned as Trustee(s) pursuant to the Power of Sale contained in the aforesaid Trust Agreement, which Agreement remains in full force and effect at this time. And the Party of the First Part further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining unto the Party of the Second Part and unto their heirs and assigns forever; the said Party of the First Part hereby covenanting that an indefeasible estate in fee of the aforesaid premises is vested in the said Trustee(s); that the said premises are free and clear from any encumbrance done or suffered by Hight & Associates, Land Titles, Inc. Harrisonville, MO 14294 SC



the Trustee(s) or those under whom the Trustee(s) claims; and further, that the said Party of the First Part will warrant and defend the title to the said premises unto the said Party of the Second Part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set hand(s) and seal(s) the day and year above written.

BETTY A. CHATFIELD, TRUSTEE

STATE OF MISSOURI)ss COUNTY OF CASS)

On this 21ST day of JUNE, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>BETTY A. CHATFIELD</u>, to me known to be the person who executed the foregoing instrument as Trustee(s) of <u>THE BETTY A. CHATFIELD</u> <u>TRUST UNDER TRUST AGREEMENT DATED AUGUST 7, 1996</u>, and acknowledged that he/she/they executed the same as his/her/their free act and deed as Trustee(s) of said Trust and by authority granted therein.

Witness my hand and Notarial Seal subscribed and affixed in said county and State, the day and year in this certificate above written.

Amanda Dubinick Amanda Dubinick

My commission expires:

A NOT	ARY PUBLIC - State of Kansas
	AMANDA DUBINICK
	My Appt. Exp. 7-25-00

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Cass County, MO -



SG

RIGHT-OF-WAY EASEMENT

Date /- 19-07

377983 PG 0537

09:42:33 AM

SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS

BK.

RECORDED 01/22/2007

RECORDING FEE 30.00

CASS COUNTY, MISSOURI

02932

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and other good and valuable considerations paid to <u>Seba</u> <u>Bros. Land Co., Inc.</u>, at <u>P.O. Box 146, Cleveland, MO 64734</u> hereinafter referred to as "Grantor", by PUBLIC WATER SUPPLY DISTRICT #7 OF CASS COUNTY MISSOURI, hereinafter referred to as "Grantee", at P.O. Box 345, Freeman MO 64746 the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and necessary appurtenances thereto, over, across, and through an easement 30 feet in width, being 15' on either side of centerline of the water line as located and established, the same being constructed on the following described real estate of the Grantor situated in Cass County, Missouri.

to-wit:

Part of a tract of land described in Book 704, Page 46 in the Office of the Recorder of Deeds in Cass County, Missouri, being part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, Cass County, Missouri described as follows: From the Northwest corner of the Southwest Quarter of Section 33, aforesaid, run thence South 89 degrees 36 minutes 59 seconds East along the North line thereof, 1314.24 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South 4 degrees 38 minutes 08 seconds East along the East line of said Quarter Quarter Section, 337.54 feet to the True Point of Beginning of the tract to be described; continuing



thence South 4 degrees 38 minutes 08 seconds East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 33, 1015.00 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence North 89 degrees 47 minutes 36 seconds West along the South line of said Quarter Quarter Section, 1087.71 feet to a point on the East right-of-way line of Missouri State Route D as now located; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 27 degrees 25 minutes 18 seconds East and an ARC length of 300.67 feet; thence North 89 degrees 21 minutes 12 seconds East; 584.99 feet; thence North 0 degrees 38 minutes 48 seconds West, 374.82 feet; thence South 89 degrees 21 minutes 12 seconds West; 360.00 feet to a point on the East right-of-way line of said Missouri State Route D; thence along said right-of-way line on a curve to the right having a radius of 7274.41 feet, a chord bearing of North 33 degrees 04 minutes 59 seconds East and an ARC length of 262.44 feet; thence North 34 degrees 06 minutes 59 seconds East along said right-of-way line, 174.25 feet; thence South 89 degrees 55 minutes 06 seconds East, 405.51 feet to the True Point of Beginning.

Subject to easements, restrictions, reservations and covenants, now of record, if any.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of the easement. It is understood and agreed that the consideration herein stated shall be full consideration due to Grantor from said District for the easement and rights herein granted; and that said District shall be responsible for such damages as may be sustained by property retained by the Grantor during the original construction of said water line or that may accrue in the future, incident to maintenance or replacement of said water line, except that the District shall not be responsible for damages incurred to landscaping, trees or any structural building or improvement which may be placed within the easement right of way subsequent to the date of granting this water line easement by Grantor or their successors in title.

Grantor and their successors in title expressly understand and agree that the earth cover of approximately 42 inches from the buried depth of the water line to the earth surface shall not be



disturbed or diminished and Grantor agrees to not remove the earth cover and subject the water line or other appurtenances to the danger of freezing or structural damage; and in the event of removal of earthen cover of recovering said line to its original depth.

Title to said water pipe shall be and remain in the name of the District.

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Milke Medsker, Recorder Book2932/Page539 CFN#377983

Commission Expl

Grantor covenants to and with said Grantee that, subject to easements, restrictions, and liens of record, Grantor is lawfully seized and possessed of said lands, and has a good and lawful right and power to sell and convey them. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this day of ,200 Signature Signature BA BILOS LAND CO INC /10 AUG W.SEBA Printed Name Printed Name STATE OF MISSOURI) SS COUNTY OF On this Cass in the State of Missouri, personally appeared to me known as the person in and who executed the foregoing instrument and acknowledged the same as his free act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in 10man, rno on the day and year first above written. (Seal) Notary Public - Signature Notary Public - Printed Name TARA L HASTIE Notary Public-Notary Seal Issouri, Coss County

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My Commission Expires: May 16, 2010

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IN THE CIRCUIT COURT OF CASS COUNTY, MFEROUR' 1983 CIRCUIT DIVISION DIVISION NO. I BONNIE EARL CIRCUIT CLERK CASS COUNTY

🗖 Cass County, 📆 - Web Copy

In Re: WESTERN CASS FIRE PROTECTION DISTRICT

Case No. CV183-3CC

MISSOURI

ORDER CREATING FIRE PROTECTION DISTRICT

A hearing on the Petition for the organization of the Western Cass Fire Protection District was, after due notice, held before this Court on the 11th day of February, 1983. The Petitioners were represented by Robert W. Spangler, of the law firm of Crouch, Crouch, Spangler & Douglas, Harrisonville, Missouri. No protestants appeared and no protesting petition was filed. Petitioners present evidence.

The Court, having heard the evidence adduced, finds that a Petition for the organization of said district has been signed and presented to the Court in conformity with the provisions of Chapter 321 of the Missouri Revised Statutes, 1959, as amended; that the allegations of said Petition are true; that notice of the hearing was given in conformity with Sec. 321.070 R.S.Mo.; and that the Court has jurisdiction of this proceeding.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that this Court has jurisdiction of this proceeding to create the Western Cass Fire Protection District; that said fire protection district is hereby organized and that it shall bear the name of Western Cass Fire Protection District; and that the boundaries of said fire protection district shall be as follows:

Commencing at the Northeast corner of Section 1, Township 45N, Range 33W, Cass County, Missouri, thence South along the East line of Section 1 and Section 12 to the Southeast corner of the Northeast Quarter of Section 12; thence West to the Southeast corner of the Northeast Quarter of Section 11; thence South along the East line of Section 11 and the East line of Section 14 to the Southeast corner of Section 14; thence East along the South line of Section 13 to the intersection of the South line of Section 13 and the East Fork of Grand River; thence Southerly with the line of the East Fork of Grand River through Sections 24, 25, and 36 to the intersection of the South line of Section 36 and the East Fork of Grand River; thence West along the South line of Section 36 and Section 35 in Township 45N, Range 33W, to the Northeast corner of the West half of Lot 7 of the Northwest Quarter of Section 5, Township 44N, Range 33W, thence South to the Southeast corner of the West One-Half of Lot 5 of the Northwest Quarter of said Section Five (5); thence West to the Southwest corner of said Lot 5 of the Northwest Quarter of Section Five (5); thence West along the South line of Lot 5 of the Northeast Quarter of Section 6, and the South line of Lot 5 of the Northwest Quarter of said Section 6, to the Southwest corner of said Lot 5 of the Northwest Quarter -

of Section 6, Township 44N, Range 33W; thence Northerly along the Westerly lines of Section 6, Township 44N, Range 33W, Sections 32, 29, 20, 17, 8 and 5 of Township 45N, Range 33W; thence East along the North lines of Sections 5, 4, 3, 2, and 1 to the point of beginning.

Cass County, 🐨 - Web Copy

There shall be an election to vote on the proposition of incorporating such district and to select three persons as the first Board of Directors, and said election shall be held on the 5th day of April, 1983. The form of the ballots used at said election shall be as follows:

OFFICIAL BALLOT

Instruction to voters:

To cast a vote in favor of the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, place a cross (X) mark in the square opposite the word "Yes"; to vote against the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, place a cross (X) mark in the square opposite the word "No". To incorporate and authorize an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation.

Yes	/7	
No	/7	

OFFICIAL BALLOT

Instruction to voters:

Place a cross (X) mark in the square opposite the name of the candidate or candidates you favor. Three directors are to be elected; one director for a one year term, one director for a two year term, and one director for a three year term. ELECTION

Western Cass Fire Protection District, Cass County, Missouri. April 5, 1983.

FOR BOARD OF DIRECTORS

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IT IS FURTHER ORDERED that the County Clerk shall appoint the
necessary judges and clerks of the election, and establish the polling place and after said election said county clerk shall certify the returns to the Court.
Judge Vaun

Division No. I

🖙 Cass County, 🔝 - Web Copy STATE OF MISSOURI concrect Pleason hand and cificial seal 01003 **Recorder's Office** Recorder Toputy Mike Medsker, Recorder of Deeds

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI 1 1 1983 CIRCUIT DIVISION DIVISION NO. 1 BONNIE EARL CIRCUIT CLERK

Cass County, 📆 - Web Copy

In Re: WESTERN CASS FIRE PROTECTION DISTRICT CIRCUIT CLERK CASS COUNTY MISSOURI

Case No. CV183-3CC

ORDER INCORPORATING WESTERN CASS FIRE PROTECTION DISTRICT AND AUTHORIZING INITIAL TAX NOT TO EXCEED THIRTY CENTS PER EACH ONE HUNDRED DOLLARS ASSESSED VALUATION AND DESIGNATION OF FIRST BOARD OF DIRECTORS

NOW on this day of April, 1983, the Court takes up and considers the election for the incorporation of the Western Cass Fire Protection District, Cass County, Missouri, and the authorization of an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation, and the designation of the First Board of Directors. The Court, upon canvassing the returns of the election held April 5, 1983, and being fully advised in the premises finds as follows:

The Court finds that a majority of the duly qualified 1. electors of the district voted in favor of the proposition to incorporate the Western Cass Fire Protection District, Cass County, Missouri, with 179 electors voting for and 98 electors voting against the proposition that the district shall be incorporated. The boundaries of the territory to be included within the proposed district is all of Union Township, except Section 13 and the South Half of Section 12, and further, except all that part of Sections 24, 25, and 36 lying East of the East Fork of Grand River, and also included in the proposed district is the West Half of Lots 5, 6, and 7 of the Northwest Quarter, Section 5, and Lots 5, 6, and 7 of the Northeast Quarter, and Lots 5, 6, and 7 of the Northwest Quarter, Section 6, West Dolan Township; that the boundaries of the proposed fire protection district is more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 1, Township 45N, Range 33W, Cass County, Missouri, thence South along the East line of Section I and Section 12 to the Southeast corner of the Northeast Quarter of Section 12; thence West to the Southeast corner of the Northeast Quarter of Section 11; thence South along the East line of Section 11 and the East line of Section 14 to the Southeast corner of Section 14; thence East along the South line of Section 13 to the intersection of the South line of Section 13 and the East Fork of Grand River; thence Southerly with the line of the East Fork of Grand River

through Sections 24, 25, and 36 to the intersection of the South line of Section 36 and the East Fork of Grand River; thence West along the South line of Section 36 and Section 35 in Township 45N, Range 33W, to the Northeast corner of the West half of Lot 7 of the Northwest Quarter of Section 5, Township 44N, Range 33W, thence South to the Southeast corner of the West One-Half of Lot 5 of the Northwest Quarter of said Section Five (5); thence West to the Southwest corner of said Lot 5 of the Northwest Quarter of Section Five (5); thence West along the South line of Lot 5 of the Northeast Quarter of Section 6, and the South line of Lot 5 of the Northwest Quarter of said Section 6, to the Southwest corner of said Lot 5 of the Northwest Quarter of Section 6, Township 44N, Range 33W; thence Northerly along the Westerly lines of Section 6, Township 44N, Range 33W Sections 32, 29, 20, 17, 8 and 5 of Township 45N, Range 33W; thence East along the North lines of Sections 5, 4, 3, 2, and 1 to the point of beginning,

Cass County, WD - Web Copy

and that such incorporation shall be final and conclusive.

2. The Court further finds that a majority of the duly qualified electors of the district voted in favor of the proposition authorizing an initial tax not to exceed thirty cents per each one hundred dollars assessed valuation with 179 electors voting for and 98 electors voting against the proposition.

The Court further finds that the three candidates for 3. directors who received the highest number of votes were as follows: Karen A. Connaughton, 137 votes; J. V. Masterson, 134 votes; and Darvin Schildknecht, 125 votes. Karen A. Connaughton, who received the highest number of votes, is designated director to hold office for a 6 year term; J. V. Masterson is designated director to hold office for a 4 year term; and Darvin Schildknecht is designated director to hold office for a 2 year term, after the date of election of the first Board of Directors, or until their successors are duly elected and qualified.

4. The Clerk of this Court shall transmit a certified copy of this decree to the Cass County Clerk and a certified copy to the Cass County Recorder of Deeds for filing in the same manner as Articles of Incorporation of general corporations

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IT IS SO ORDERED.

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> Two strips of land hereinafter designated A and D located in the morth 10 cores and south 16 cores of the NM1 of the SK1 of Section 33, T45N, R33W, Smid strips dontain a total of 0.069 of an core in un old road and 1.840 cores of new land.

Strip A, is 80 feet in width and 416.95 feet in length, the conterline of which is the conterline of Supplementary State Highway Route D, and included between Stations 615*32 and 623*11, of a survey of anic conterline, (Note equation: Station 617*16.85 hack = Station 78.9 shead.)

Strip B, is a strip of land 80 feet in width and 621 fast in length, the centerline of which is the genterline of the above mentioned highway and included between Stations 626+72 and 634+93 of shid survey.

Station 615+32 is located at a point on a 5^{2} curve to the right 200 fast west of the northerest dormar of the NA4 of SN4 of said Section 33, said curve has an interior angle of 39^{0-27} and is tangent, at said station to a line having a bearing of south 32^{0-42} west; thence southwesterly along said curve 54.6 fast to the P.T. of curve; thence south 35^{0-26} west 362:35 fast to the end of Strip 4, thence continuing south 35^{0-26} west 146 fast to the P.G. of a 0^{0-471} curve to the left, said curve having interior angle of 34^{0-} 37^{1} ; thence southerly slong said curve 415 fast to the beginning of Strip B; at Scatton 62872; and from said station the conterline continues southwesterly along said curve 621 fast to Station 634-99.

Elle N. Korean

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TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privilegos, expurienances and initialities thereto belonging or in anywhe apportaining, unto the said party of the second part and upto its successors and saring, POREVER.

IN WITNESS WHEREOF, the said partiant the first part taxe, horsetto set. Shalkand. ..., and apaid ..., the day and year first above written.

Witnessed by	Farl L. Young
	Opal L, Yowns.

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OFHISARUFI) }sg.
County ofSBAR	
1146 day of ADI	IP11 IV WALL IN DELVIS INT PROVIDENT
Sarl L. Youns. A	and Oppl. H. Young. Bla. WATS.
	a and who executed the foregoing instrument, who being duly sworn by me
acknowledged that	to same as the st free act and deed and for the consultation
ALL PROPERTY AND	scenato set my hand and affixed my official seal at my office in
IN TESTIRONI WHEREOF, I LAU DE	
(SEAL)	10.51. Q. O. Ellia

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Notary Euclin

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ACKNOWLEDGMENT BY CORPORATION

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to me personally known, who being by me doly sworn did, say that
bo is the second state of said corporation and that said instrument was signed and seated in bohalf of said
corporation by authority of its board of directors, and that said
and no other. IN TESTIMONY WHEREOF, I have horounto set my hand and affined my official soul, at my office in
County, the day and year first above written,
bly term expires

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a Lula B. Poroll. Finals a widow, and No. Potterana

and State of Misagur1 ... part 100. of the first part, and the STATE OF MISSOULL, acting by and through the STATE HIGHWAY COMMISSION OF MIS-SOURL party of the second part.

WITHINGSTIN: That the said parties .. of the first part. In consideration of the sum of . paid by the maid party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and couling unto the said party of the second part, its successors and sasigns, the State of Missouri, to-wit:

a strip of land 80 feet in width and 561 feet in length, located in the South 28 rods of the north 48 rods of the Mai of the Smi of Section 33, 745M, 83W, and containing 1.032 mores." The conterline of said strip is the conterline of Supplemeatery State Highmay Houte D, and included bytween Systicas 623+11 and268+72 of a survey of seid destertime. 100

Station 623+11 on agid centerline is located at a point 330 feet south and 455 feet west of the northeast corner of the WWi of the SWi of said Section 33, and from said station the castarline extends thence south 350-261 west 146 feet to the FiC, of a $0^{0}-47^{\circ}$ ourve to the left, said ourve having an interior angle of $34^{0}-37^{\circ}$; thence mutherly along said ourse 415 fast to Station 628+72.

The undersigned willies Patterson joins in the execution of this instrument for the purpose of releasing this interest in the above described real estate as holder of a note desorabled in dead of trust recorded in Book 341 Page 305.

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ACKNOWLEDGMENT BY INDIVIDUALS

STATE OFMISAQUEL
On this fath day of Apr 12 19 &7 before me personally appeared.
On this
Lula D. Powell. sincle o widow sad We. Patterson
to me known to be the persons described in and who executed the foregoing instrument, who being duly sworn by me
to me known to be the persons
stated therein and no other.
IN TESTIMONY WHEREOF, have berounto set my hand and affixed my official seal at my officia in
Clemeland
Clemeland.
(SEAL)

Notary Public

ACKNOWLEDGMENT BY CORPORATION

On this day of			S. Sidnin his ma	duly servers did may that
			And berng of the	duly sworn did my that a seal affixed to the form
the is the the corporate asa	01 10	that into toot min	and that to	d sealed in bilant of sal
going instrument is the corporate sea) of said corporation and	CURT series eries an	4 1.16	achine biden
corporation by authority of its boar	rd of directors, and the	it said	manutal for the of	
corporation by authority of its boar said instrument to be the free act and	deed of said corporation	and that it was	Exposition ros cris on	
and no other.	Via a	5 1 1 2000	Section 1	A Den market
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The foregoing Conveyance was	tiled for record on the	5th	day of	01
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	AREA ARE CREAT	Conveyance	34
		For State Highway Purposes	
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9	This Indenture, Mode this	12th of Saptamber	, 1955, by and bet
	Renl L. Young	od Opal L. Young, his wifs	
	of the County of	State of	MISSOURI, party of the se
1	WITNESSETH, that the said p	ort	
	ONE AND NO/200	the set of an is of the contract and the receipt of which it	haveby ocknowledged, do
	E by these presents aront, bargain an	is the sold party of the second part, the reaches of the second d sell, convey and confirm unto the sold party of the second and interests in real estate situate in the County of	part, its soccessors and as
	State of Missouri, to wit:	CUC (Religing to their exerce support to the second as the	
	A strip of land lo	cated in part of the NWE of the SWE of S	ection 33, T45N,R3
	and containing, togethe	m with an additional strip hereinafter d	escribed, a total
		present road and 0,069 of an acre of me	
	4	of owners land lying within 35 feet sout	
	1	plementary State Highway designated Route	
		operty line passing through Station 654+6	
		ry State Highway Route D passing through	2581103 030+444.1
	the survey of said cent	said centerline is located at the north-	est corner of the
8	2 · · · · · · · · · · · · · · · · · · ·	tion 33, and from said Station the center	
		to a point on the easterly righteef-way	
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	Also on additional	triangular shaped strip of land lying a	long and joining
		the 35 foot atrip described above, sold a	
		on the south line of the 35 foot strip of	
		656+12; thence south 89° 29' west 43 fee	
		applementary State Highway Moute D; then	
	said right-of-way line	of Route D,53 feet to a point; thence he	n.missaret.tà rà rué
	point of beginning, a c	distance of GE feet	

Earl L.Young Cass Co. Route Y(T)

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ne known to be the person described in and who executi	id the foregoing instrument, who being duly sworn by	mē, ack-		
ledged that		sideration		
ed therein and no other. IN TESTIMONY WHEREOF, I have hereunto set my hand a	and official my official seal in the County and State	aformaid,	1	
day and year first above written. My term expires April, 20th			10 10 10 10 10 10 10 10 10 10 10 10 10 1	
	Earl L.Young	Title	· 🖓	
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IT IS FURTHER CHDIRED that Plaintiffs pay the costs herein. Wh.N.Kimberlin, JUDOF STATE OF MISSOURI) SS COUNTY OF CASE) I. Willard R.McGOWER, Clerk of the Circuit Court, within and for the County and State aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of the pecree in the above entitled cause, as the same is on file and on record in my office. In Testimony Whereof, I have bereunto set my hand and affixed the seal of said Court,

At office at Marrisonville, this 24th day of July, 1959.

Willard R. Hogowan, Clerk

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COMPLEC

(seal)

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By Frances L.Argenbright, Deputy

riled for record this 11 day of August. A.D.1959 at 3 o'clock 30 minutes F.H. BY Succord Thus Jacon on Deputy WARusselli

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THIS INDENTURE, Node this 30th day of July, 1959, by and between Earl L. Young and Opal L. Young, his wife of the County of Cass, State of Hissouri, parties of the first part, and the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party of the second part,

WITNESSETH, that the said part_ of the first part, in consideration of the sum of ONK AND HO/100 DOLLARS, to _____ paid by the said party of the second part, the receipt of which is horeby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the County of Cass, State of Missouri, to wit:

A strip of land 917.7 feet long located in the NWE of the SWE of Section 33, T45N, R33W, and containing, together with one additional strip hereinafter described, a total of 0.528 of an acre in the present read and 0.264 of an acre of new land. Said strip includes all that part of owners land lying within 35 feet right and left of the survey conterline of a proposed Supplementary State Highway designated Noute Y, and is included between Station 55+07 and Station 64+24.7 of the survey of said centerline.

Station 55:07 on soid centerline is loanted at a point 197 feet east of the northwost permer of the SW2 of said Section 3)and from said station the centerline extends morth 80° Gu¹ east, 917.7 feet to Station 64:24.7. (Note: Exampt that part lying in Koute D).

Also, one additional strip of land lying along and joining on the south side of the above described right-of-way. Suid strip begins with a width of 00 feet opposite Station 63+00; thence south to a point in the west right-of-way line of Route D as beretofore secured opposite and 40 feet northwest of Station 617+00 of a survey of the contorline of Route D; thence northeasterly along the uset right-of-way line of Route D to a point opposite and 35 feet south of Station 63+58 of a survey of the contorline of proposed Route Y; themse west to the point of beginning.

Earl L. Young Route Y, Cass County

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TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a state highway ac-ordin. to the plans of the State Highway Commission of Missouri or for the purposes above set out, together with all and singular the rights, privileges, sppurtshanse and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITHERS WHENEOP, the said party of the first part has executed the above the day

and year first above writton.

Sorl L. Young

STATE OF Missouri) Scouty of Gass) Jab. Scouty of Gass) Jon this 30 day of July, 1959, before me personally spectred Karl L. Young and Opel L.

Un this 30 day of July, 1959, ballys as performed in and who executed the foregoing Young (his wife) to me known to be the persons described in and who executed the foregoing instrument, who being by me duly suorn, acknowledged that they executed the same us their free set and deed and for the consideration stated therein and no other.

IN TESTIMONY MMERBOF. I have bereunte act my hand and affixed my official seal in the Sounty and State aforesaid, the day and year first above written.

Ny torm oxi iros Juno 25, 1962

(SEAL)

Effa H. Ervin Notary Fublic

Recorder

Filed for speerd this 2 day of August A.D., 1959 at 4 o'clock 30 minutes b. K. Doputy amo 000000000

CUMPARET

MITHERSETH, that the said parties of the first part, in consideration of the sum of MIS AND MO/LOG DOLLARS, to them paid by the said party of the second part, the receipt of which is hereby seknowledged do by these presents grant, bargain and sell, canvoy and confirm unto the said party of the second part, its successors are assigns, the following described real estate and interests in real estate in the County of Unes, State of Missouri to with

A strip of how 1315 four long located in the SM: of the HE2 of Soction 32, T45N, R33W, while containing a total of 0.807 of an acre in the present read and 0.151 of an acre of new land. Said strip includes all that part of cumors land lying within 35 feat right and laft of the survey conterline of a proposed Supplementary State Highway designated Houte Y, and is included between Station 26+58 and Station 39+73 of the survey of said conterline.

Station 26+58 on said conturling is located at the south set corner of the WE of said Section 32 and from said station the conterline extends north 89° 06' east, 732 feet to a foint; Whence north 89° 28' cant, 583 feet to Station 39+73.

The undersigned William K. Walker and Oladys Holloway as administrators of the Daniel E. Walker Estate join in the execution of this instrument for the purpose of releasing their interest in the above described real estate as owner of a note described in trust deed recorded in Book No. 301, Fage No. 191, dated January 28, 1954.

** STATE OF FLORIDA COUNTY OF JARASOTA NOY V. Carrell a Notary Public, personally appaared Mr and Mrs Fraley to me known to be the persons described in and who exacuted the foregoing instaument, and acknowledged that they executed the same as their free act and deed. IN TESTIMORY MIRROR, I have horounto set my 1 = 4. On this 31st day of DEC. 1966 before me, 237 And and affixed my officiant seal at my office in SARADYA MUCREON, I have norounto set my hand and affixed my officiant seal at my office in SARADYA seal County and State tho day and year last above written. Roy V. Carrell Notary Public in and for said County and State for all county subtro for a fortune at later at County seal at Later and County and State by

E. P. Schug, to me personally known, who being by me duly sworn, did may that he is

President of the CASS COUNTY SANK, and that the foregoing instrument was signed and scaled on behalf of said corporation by authority of its soard of Directors; and said E. P. Schug acknowledged the foregoing instrument to be the free act and deed of said corporation.

......

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in Peculiar. Missouri, the day and year first above written,

(Seal)

Donna S. Brown Notary Pu

My Commission Expires: November 24th, 1970

GENERAL POWER OF ATTORNEY

Know All Man by These Presents, THAT Mesley A. and Cherrill Fraley of the city of Sarasota, County of Sarasota in the State of Plorida, have made, constituted and appointed, and by these Presents do make, constitute and appoint Penny L. Moad true and lawful Attorney for Them and their name, place and stead to act as their agent in any and all matters concerning all property recorded in either or both names in the County of Cass, State of Missouri, including all buildings and contents of such buildings; to execute any and all papers involving sole or lease of such properties or which may be involved in maintaining the aforementioned properties. She is free to act according to her best judgment regarding any emergencies which may arise regarding those properties or the maintenance thereof. As our agent she is to receive any and all monies due from lease, sale, rental or royalties from these properties unless otherwise specified in separate agreement prior to date of this appointment. She is free to withdraw any funds from the Case CountyBank of Peculiar, Missouri as is deemed necessary by her best judgement to meet any emergency which might arise and is accountable for such funds only to Wesley A. or Cherrill Praley.

giving and granting to her said Attorney fullpower and authority to do and perform all and every act and thing whatsoaver, requisite and necessary to be done in and about the premises, as fully to all intants and purposes, as we might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby retifying and confirming all that she said Attorney, or our substitute, may or shall lawfully do, or cause to be done, by virtus hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seal this 20 day of ovember, 1966.

ITNESSES :---

Wealey A. Fraley WESLEY A. FRALEY Cherrill Fraley (SEAL) CHERRILL FRALEY (SEAL)

Pecorder

A. Sec.

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*** filed for record this 6th day of September, A.D. 1968 at 9 o'clock 45 min A.M. CX: allerd المراجع ومراجع المراجع ومراجع المراجع ا Deputy : Olamoul

000000 a na she Maria Statistica Statistica Statistica Statistica Statistica Statistica Statistica Statistica Statistica Statis GRANT OF UTILITY EASEMENT

THIS INDESTURE, made the Jrd day of September, 1968, between WESLEY A. FRALEY nd CREARILL L. PRALEY, husband and wife and the CASS COUNTY BANK, A Missouri Banking orporation, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantes. 1.14 ÷., MITHESSETH(That in consideration of the sum of ONE DULLAR and other good and

iluable consideration, paid the Grantes to the Grantors, the receipt whereof the Grantors ereby acknowledge, the Grantory hereby grant the Grantee / it- successors and sesions A Utility Eabement of the East 10 feet of that land which runs peralisi to the starly line of Missour. State Highway "D", also how an Malast

and a country, or our substitute, may or shall lawfully do, or cause to be done. by virtue hereof. IN TESTIMONY MERLEOF, We have hereunto set our hands and seel this 20 day of Kovember, 1966. an an an Alban an Alb Alban an Alb The other same that Mesley A. Fraley WESLEY A. FRALEY (SEAL) Sec. 100 WITWESSES .---Charrill Fraley 5 ** CHERRILL FRALEY (STAL) 1.31 - any a git Filed for record this 6th day of September, A.D. 1968 at 9 o'clock 45 min A.H. IX aller poputy Providely Pecorder 000000 Cor. GRANT OF UTILITY RASEMENT 1-328 -44 THIS INDENTURE, made the 3rd day of September, 1968, between WESLEY A. FRALEY and CHERRILL L. FRALEY, busband and wife and the CASS COUNTY BANK, A Missouri Banking Corporation, Grantors, and the CITY OF CLEVELAND, MISSOURI, Grantes. WITNESSETS: That in consideration of the sum of CME DOLLAR and other good and valuable consideration, paid the Grantee to the Grantors, the receipt whereof the Grantors The Part areby acknowledge, the Grantors hereby grant the Grantes, it- successors and assigns: A Utility Easement of the East 10 fest of that land which runs parallel to the Besterly line c. Nissouri State Highersy "D", also known as Holmas Rold and also known as Boline Loss mand the billion when the

Supplemental State Highway "D" of the following described land located in the dumity of Case, State of Missouri, toweit:

and a property of the second second

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BEOINNING at a point 35 feet south of the Wortheast corner of the Morthwest Quarter of the Mouthwest Quarter, Section 33, Township 45. Range 33, in Cass County, Missouri, said point being in the south right-of-way line of State Route "Y", thence south 5024' east, 330.7 feet to a point; thence south 68053' west, 407.27 feet to a point in the moutheasterly right-of-way line of State Route "D"; thence north 32"57' east, 334.15 feet to a point; thence ourving to the left, with a radius of 1185.28 feet, a distance of 30.03' to the interesection of the mouth right-of-way line of Route "Y" with the moutheasterly right-of-way line of Route "D"; thence "outh 89°53' East, 180.65 feet to the point of beginning.

That the Grantes, its successors and assigns, forever, may construct and main tain and repair utility lines, including, but not limiting to, water, sever and gas under and through said land as may be reasonable and proper in that behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of September. 1968.

Wesley A. Fraley WESLEY A. FRALEY

CASS COUNTY BANK

Cherrill L. Fraley CHERRILL L. FRALEY

By Penny Moad P.O.A.

BY B. P. Schug President

(Corporate Seal)

MISSOURI ACKNOWLEDGEMENT NAN AND WIFE

STATE OF MISSOURI) SS COUNTY OF CASS) On this 5th day of September, 1968, before me, the undersigned, a Notary Fublic, personally appeared Penny Moad P.O.A. for WESLEY A. FRALEY and CHERRILL L. FRALEY, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHENEOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Missouri, the day and year last above written.

(Seal) My term expires August 18, 1971

-)

STATE OF MISSOURI

Chester F. Long. Jr. Notary Public

MISSOURI ACKNOWLEDGEMENT CORPORATION

COUNTY OF CASS [== On this 3rd day of September, 1968, before me appeared E. P. Schug, to me personally known, who being by me duly sworn, did say that he is President of the CASS COUNTY BANK, and that the foregoing instrument was signed and sealed on behalf of said corporation by authenty of its Board of Directors, and said E. P. Schug acknowledged the foregoing instrument to be the free act and deed of said exporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affined my seal at my office in Peculiar, Missouri, the day and year first above written.

(Seal) Ny term oxpires November 24th 1970

nature in the states

. General Power of Attorney

Know All Men by These Presents, THAT Mesley A. and Cherrill Fraley of the City of Sarasota, County of Sarasota, in the State of Florida, have made, constituted and appointed, and by these Presents do make, constitute and appoint Penny L. Moad true and ineful Attorney for Them and their name; place and stand to set as their agent in any and all matters c...cerning all property recorded in either or both names in the County and

State of Wissouri, including all Buildings and contents of such buildings; to amouto any and all papers involving sale or lease of such properties or which may be involved in maintaining the aforementioned properties. She is free to act according to her best judgement regarding any emergencies which may arise regarding these properties or the maintenance thereof. As our agent she is to receive any and all monime due from lesse, sale, rental or royalties a from these properties — unless otherwise specified in separate agreement prior to date of this appointment. She is free to withdraw any funds from the Cass County Bank of Peculiar, Missouri as is doamed necessary by her best gudgmant to meat any emergency which might arise and is accountable for such funds only to wesley A. or Cherrill Traley.

giving and granting to her said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully to all intents: and purposes as we might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby ratifying and confirming all that she said Attorney or our substitute, may or shall lawfully do, or cause to be done, by vittue hereof.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seal this 20 day of November. 1966.

> Wesley A. Fraley WESLEY A. FRALEY (SEAL) Cnerrill Fraley CHERRILL PRALEY (SEAL)

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STATE OF PLORIDA

WITNESSES: --

COUNTY OF SARASOTA 1 66 on this 31st day of DEC. 1956, before me, Roy V. Carrell, a Notary Public, personally appeared Mr and Mrs Fraley to me known to be the persons described in and who executed the foregoing instrument, and sonowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have bersunto set my hand and affixed my official scal at my office in Sarasota said County and State, the day and year last above written. 1. 040 10

(Seal) My Commission Expires-Notary Public, State of Florida at Large Roy V. Carrell Notary Public in and for said County and State

COMPARED

Recorder

My commission expires Jan. 14, 1968 Bonded by The Hanover Insurance Co.

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riled for record this 5th day of September, A.D. 1958 at 9 o'clock 50 min A.M. Have. Deputy Themand

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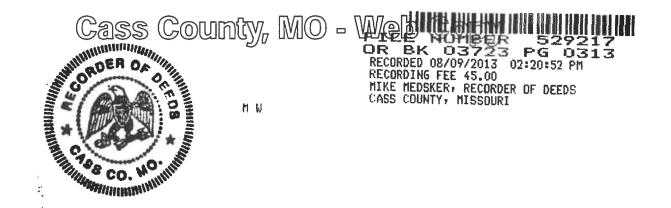
24.6 2 UTILITY EASIMENT · · · · ·

NNOW ALL MEN BY THESE PRESENTS ;

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That grantors, HERBERT BENTON GROSS and ZELNA LEONA GROSS, his wife, of the County of Cass, State of Missouri, First Parties, for and in consideration of the sum of one poller (\$1.00) and other good and valuable consideration in hand paid by the City of Archie, Missouri, a municipal corporation, Second Party, the receipt of which is hereby schnowledged, hereby grant, bargain, sell, and convey unto the City of Archie, Missouri, a municipal corporation, its successors and essigns, the perpetuel essement and right to enter upon the lands of granturs situated in the County of Cass, State of Missourl, described as follows:



IRRIGATION AGREEMENT BY AND BETWEEN THE CITY OF CLEVELAND, MISSOURI AND SEBA BROS. FARMS, INC.

AUGUST 6, 2013

CITY OF CLEVELAND

SEBA BROTHERS FARMS, INC. 2111 E STATE RT Y CLEVELAND, MO 64734

SEE EXHIBIT A





IRRIGATION AGREEMENT BY AND BETWEEN THE CITY OF CLEVELAND, MISSOURI AND SEBA BROS. FARMS, INC.

This Irrigation Agreement, entered into this $\underline{le^{th}}$ day of \underline{August} , 2013 (the "Effective Date"), between the CITY OF CLEVELAND, MISSOURI, hereinafter referred to as "**City**" and SEBA BROS. FARMS, INC., a Missouri corporation, hereinafter referred to as "**Owner**".

WITNESSETH:

WHEREAS, City constructed a wastewater treatment system in the Southwest Quarter of the Northeast Quarter of Section 33, Township 45 North, Range 33 West, Cass County, Missouri, and

WHEREAS, it is necessary, from time to time, to reduce the accumulation of wastewater in said treatment system wastewater storage basin, which water may be utilized for agricultural irrigation purposes, and

WHEREAS, on December 17, 1991, the City and Owner entered into an agreement whereby the Owner agreed to utilize such wastewater accumulation for the irrigation of its land and the City agreed to operate and maintain the irrigation system ("Original Irrigation Agreement"), and

WHEREAS, the Original Irrigation Agreement has expired and the parties wish to enter into this Irrigation Agreement in order to continue the operation, maintenance and use of the wastewater system.

NOW, in consideration of the mutual benefits and covenants herein contained, the parties agree as follows:

1. <u>Wastewater Acceptance</u>: Owner agrees to accept wastewater from City to be applied to approximately 132.5 acres of agricultural land for the purposes of irrigating same. Owner will determine when and how much irrigation needs to take place and agrees to irrigate as much as practically possible. The parties agree and understand that during period of high precipitation irrigation would be impracticable and injurious to crop production and no irrigation will take place at such time. Owner further agrees to do nothing so as to cause wastewater to be drawn from the wastewater treatment system below the permissible point of withdrawal. Owners would have no liability for drawing the wastewater below the permissible point unless their actions are willful and wanton.

2. <u>Land Description</u>: Owner acknowledges that it is the sole owner of two parcels of land, one with approximately 42.5 acres and one with approximately 90 acres which are to be irrigated under the terms of this agreement. The legal descriptions of the two parcels of land are attached hereto and made a part hereof as Exhibit "A".

ke Medsker, Recorder of Deeds

3. <u>Operation and Maintenance:</u> City has provided the irrigation equipment and appurtenances complete, including pump, irrigation force main and center pivot pads. The City and the Owner will each pay one-half (1/2) of the fuel and oil expense of operating the irrigation system. All other maintenance expenses, including labor and materials for repairs and replacement, and insurance will be the responsibility of the City. Managing and operating the irrigation system will be the responsibility of the Owner.

4. <u>Ownership of Irrigation Equipment</u>: Ownership of the entire irrigation system shall be and remain in the name of the City of Cleveland. At the end of the term of this irrigation agreement, if the City should decide to sell said irrigation equipment, the Owners of the irrigation lands herein described shall have the right of first refusal to purchase the irrigation equipment at such price as the City may offer it for sale. The right to purchase the equipment shall be proportionate to the respective ownership of the lands to be irrigated. Owner shall be granted 20 days notice in writing of the City's intention to sell said irrigation equipment and the terms of said sale. Owners may exercise their right to purchase by either mailing via U.S. Mail with postage prepaid to the Mayor of the City of Cleveland a notice of acceptance or by hand delivering same to the Mayor within said 20 day period.

5. Equipment Replacement: City shall provide replacement of the irrigation system as required and determined by the City. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the system to maintain the capacity and performance for which the system was designed and constructed. In the event that City and Owner do not agree as to whether or not a particular piece of equipment needs to be replaced, City agrees to request a representative of the Department of Natural Resources to examine same and make a recommendation. If at any time Owner requests that a piece of equipment be replaced and the Department of Natural Resources representative recommends that it be replaced and the City fails to do so, such shall be cause to allow Owner to withdraw from this agreement.

6. <u>Easements</u>: Owner gives and grants to City an easement on and through the herein described lands for the installation, maintenance, repair, replacement and removal of the irrigation supply pipelines.

7. <u>Term</u>: The terms of this Irrigation Agreement shall be for a period of five (5) years from the Effective Date ("Initial Term") and shall automatically renew for four (4) additional five (5) year terms ("Extension Term"), upon the same terms and conditions, unless the Owner notifies the City in writing of its intent not to renew this Contract at least ninety (90) days prior to the expiration of the existing Term.

8. <u>Warranty of Title</u>: Owner covenants to and with City that subject to easements, restrictions and liens of record, Owner is lawfully seized and possessed of the lands and has a good and lawful right and power to enter into this agreement.

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- 9. <u>Covenants by City</u>: City covenants to and with Owner as follows:
 - a. That City will maintain system in accordance with Department of Natural Resources regulations and all water quality control standards of the State of Missouri.
 - b. That City will cause the wastewater to be tested at least monthly during the growing season and when advised by Owner immediately prior to Owner's beginning to take water from the wastewater storage basin and City will furnish a copy of the reports to Owner.
 - c. City further agrees to indemnify the owner against all actions, claims or demands for damages of any kind whatever which may arise because of any pollutants or anything else that may be in the waters or alleged to be in the waters which are used for irrigation from the City's wastewater treatment system. In addition, City agrees to indemnify Owner for any losses to crops caused by the wastewater used in the irrigation project other than for any negligence of the Owner. The City is further not indemnifying the Owner as to any lawsuits or actions growing out of chemicals which the Owner has placed upon the crops or upon the lands.
 - d. City further agrees to obtain a general liability insurance policy and to name Owners as additional named insureds relative to the operation of the wastewater irrigation facility.

10. City agrees to designate the wastewater superintendent of the City as the person to contact by the Owners in regard to any problems which may arise out of the operation of this contract.

11. <u>Successors</u>: This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns and shall run with the land described in and set forth on Exhibit "A".

12. <u>Recording</u>: Upon execution of this Irrigation Agreement by both parties, the City shall record a copy of this Agreement with the Cass County Recorder of Deeds office at the City's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation Agreement on the date and year noted above.

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e Medsker, Recorder of Deeds

CITY OF CLEVELAND	SEBA BROS. FARMS, INC.
By: Patricia (1. Masterson Mayor	By: David W. Seba President
Attest:	
By: Tasneam Naulaz City Clerk	
COUNTRACTION OF CLER	



STATE OF MISSOURI)) ss. COUNTY OF ______)

On this <u>loth</u> day of <u>Duplic</u>, 2013, before me, the undersigned Notary Public appeared <u>Policia A. Matterson</u>, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Cleveland, Missouri, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation and said instrument was signed and sealed on behalf of the City of Cleveland by authority of its Board of Aldermen, and said Mayor acknowledged that she signed said instrument as the free act and deed of the City of Cleveland.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in August the day and year first above written.

Commiss Comm

Notary Public

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ke Medsker, Recorder of Dee

STATE OF MISSOURI)) ss. COUNTY OF <u>Cass</u>)

On this <u>loth</u> day of <u>Puolisk</u>, 2013, before me, the undersigned Notary Public appeared <u>David ID Sha</u>, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he free executed the same as his act and deed. and the said David W. Seba further declared himself to be President of Seba Bros. Farms. Inc.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in <u>Phaeust</u> the day and year first above written.

TAMELA C. VAUGHIN SEAL Conv Comm Commercion

Notary Public ()

Mike Medsker, Recorder of Dee

EXHIBIT A

IRRIGATION PROPERTIES DESCRIPTIONS

Seba Bros. Farms, Inc. - Owner

The Southeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northeast Quarter, in Section 34, Township 45, Range 33, in Cass County, Missouri, except the Northwest Quarter of the Southwest Quarter of the Northeast Quarter thereof. Contains 71.1 acres, more or less, subject to the existing County Roads.

All that part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 45, Range 33, CASS COUNTY, MISSOURI, lying East of the centerline of Missouri State Route D (Holmes Road), as now located and establish, subject to that part thereof included in the right-of-way of said Route D.

Subject to easements, restrictions, reservations, and covenants, now of record, if any.

Exhibit A-1



سو ج پر 512 tere to this 28th day of Movember, 1987, A.D. REFICIAL REALTY & INVESTMENT CO. (CORPORATE SEAL) by Eugene C. Brown ATTEST LOIS Slaymaker (Secretary) TATE OF NUISOURY 3 COUNTY OF JACKSON) On this 28th day of November 1967, A.D. before me appeared Rugane C. Brown, to me personably known, who boing by me doly sworn, did say that he is the Promident of MERICUAL REALTY & INVERTMENT CO., a Missouri Corporation, and that the east affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of the Beard of pirectors, and said :Rugane C. Brown acknowledged said instrument to be the free act and lead of said corporation. IN TESTINONY MIRREOF, I have bereunto set mypand and affined my official seal the day and year last written above. Geraldine Drennen Notary Fublic in and for the County of Jackson, State of Missouri (SEALS by commission expires: 9-17-71 ********** Filed for record this 29th day of Novembar, A.D. 1967 at 11 o'clock 35 minutes A.M. E. R.Aller Deputy mann mall Records 0000000000 IN THE CIRCUIT COURT OF CASE COUNTY, MISSOURI, AT MARKIEGHVILLE No. 30459 FILED NOV 20 1567 ELMER V. EOLAICKER GIROUIT CLERK CASS CO. ORDER DEGLARING DECREE OF INCOMPORATION OF PUBLIC HATER SUPPLY DISTRICT FIRML AND CONCLURY WE Ľ An election concerning the proposition of incorporating Public Mater Supply District of Case County, Missouri, Mumber two, having been duly held on the 18th day of Movember 1967; pursuant to the following notice of election duly published as required by law; NOTICE OF SPECIAL ELECTION OF FUELIC MATER SUPPLY DISTRICT NO. 9 OF CASE COUNTY MISSOURI Notice is hereby given that a special election will be held within the limits of Public Water Supply District No. 2 of Cass County, Missouri, the 18th day of November, 1967, at which election there will be submitted to the qualified electors residing within the said Public Water Supply Bistrict No. 2 of Case County, Missouri, the following proposition: PROPOS ITION Shall the decree of the Dirouit Court of Case County, Missouri, rendered on the 3rd ay of Hovember, 1967, incorporating Public Mater Supply District Mo. 2 of Case County, Missouri, become final and conclusive and shall the Public Mater Supply District No. 2 of Cass County, Missouri, be formed and incorporated in accordance with Chapter 247, fevised Statutes of Missouri? // YRS Æ LT NO. Said election shall be bald in the five sub-districts of Public Mater Supply Distric o. 2 of Cass County. Missouri, as bounded and described in said decree, at the following bling placer Residence of W. D. Moore, Route #1, Beiton, Missouri (four (4) Miles outh of Belton on Y Highway)/ S. 1. 4. 1. Sec. . The polis at said election shall be open at the hour of 6:00 A.M. and will continue be open until the hour of 7:00 P.K. on the day of said election miles the mun what t after the hour of 2,00 P.M. on said day in which event the polls shall remain op and the state of the 19.06

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All persons who are legally qualified voters residing within the boundaries of Fubli star Supply District No. 2 of Case County, Micsouri will be entitled to vote at said legtion.

Given under my hand and seal of the Circuit Court of Case County, Miesouri, pursuant a degree rendered by said Court on the 3rd day of November 1967, in Re: Petition for ne Formation of Public Water Supply District No. 2 of Cass County, Missouri,

Elmer Y. Sollicker Sy: With A. Gerrahan DIRCUIT CLERK OF CASE COUNTY, MISEOURI

nd the court having canvassed the returns of the election, the poll books, ballots, and ally lists, the court finds that at said election there were 349 "YES" votes and 43 NO" votes, and therefore, the court finds that the proposition submitted at said election as essented to by a two-thirds majority of the qualified electors of the district voting shid proposition.

WHEREFORE, the order of this court incorporating said district is declared final d conclusive.

Mm M. Kimberlin Judge of the Circuit Court of Cass County, Missouri

WTATE OF MISSOURI 1 County of Case

2, Elmer V. Sollicker, Clerk of the Circuit Court, within and for the County and State eforesaid, do hereby certify that the above and foregoing is a full and complete opy of the #30459 In Re Formation of Water District II in the above entitled cause, as the same is on file in my office.

IN TESTINONY HERBOP, I have bereunto set my hand and affixed the deal of said court at office in Harrisonville, this 20th day of Nov. 1967. (Å=s1)

Elmer V. Eollicker, Clerk By: Nuth A. Garrahan D Deputy

led for record this 29th day of November, A.D. 1957 at 11 o'clock 55 minutes A.M. Of allew un Sell Deputy ね Recorde

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IN THE CIRCUIT COURT OF CASS COURTY, MISSOURI, AT HARRISONVILLE 20. 30459

PILH NOV J 1967 BLARN V. BOLLICKER CLEEK CASS CIRCUTT 00

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DECREE OF INCORPORATION OF A FUELIC WATER SUPPLY DISTRICT Now, on this 3rd day of November, 1967, the same being & regular judicial day of this Court, a hearing was had on the petition for the formation of a public water supply district filed with the Clark of this Court on the 7th day of August, 1967, such hearing having been continued from October 16, 1967 by the Court to this date,

The Court, being fully advised in the premises, finds;

That the patition in due and proper form, signed by at least fifty owners of land within the boundaries of the proposed district and certified by one of the signers of the patition, has been filed in duplicate with the Clark of this Court, strompshied by a cash deposit of Fifty Dollars. 2.035 -6.35 112.01-

That due notice of said hearing has been signed by the Clerk of this Court and published in the Belton Star Merald, a weekly newspaper of general siroulation of this ounty for three (3) consecutive, successive issues, the last such date of publication being the 28th day of "September, 1967; as provided by law.

That Exceptions to the formation of a district were made by the city

Belton, relative to the proposed boundaries of the district wherein the boundaries an agreed upon; that said stipulation is offered and received in evidence.

That it is in the public interest to form such district with boundaries as set forth berein.

The Court Orders and Degrees:

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That suid petition is hereby granted and said public vater supply district to be hereafter officially known as Public Water Supply District No. 2 of Cass County, Missouri, is hereby incorporated.

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That the boundaries of said district shall be as follows:

A tract of land in the Northwest Section of Cass County described as follows: Seginning at the intersection of the state line between Missouri and Kanses and the North line of Section 18, Township 46M, Mange J3W; thence, south along the state line to the intersection of the state line and the East-West centerline of Section 29, Township 45%, Mange 33%; thence, east along the Bast-West centerline of said Section 29 and the East-West centurline of Sections 28 and 27, Township 45%, Range 35%, to an intersection with the Forth-South centerline of said Section 27; thence, north along the North-South centerline along said Section 27 and the North-South centerline of Sections 22 and 15, Township 45N, Range 33W, to the East-Hest centerline of said Section 15; thanks, east on the East-Most centerline of said Section 15 and Sections 14 and 13 in Township 45H, Range 33W, and Soction 18, Township 45N, Range 32W, to the Worth-South centerline of said Section 8; thence, north on the North-South centerline of Section 18 and 7 and 6, Township 45W, Range 32W, and Sections 31. 30 and 19, Township 46H, Range 32W, to where the North-South center-line intercepts the East-West centerline of the north half of sold Section 19; thence, West on the East-West centerline of the north half of Section 19 and the East-West centerline of the north half of Section 24, Township 46N, Range 33W, to intersection with the North-South Centerline of the Northwest Quarter of said Section 24; thence, south on the North-South conterline of the Northwest Quarter of said Section 24 to the intersection with the Sast-Trat contarline of said Section 24; thence, west on the East-Nest centerline of said Section 24 and the East-Mest centerline of Sections 22 and 22, Township 46H, Range 33W, to the North-South centerline of said Soction 22; thence, north on the North-South centerline of said Section 22 to its intersection with the East-West centerline of the Northwest Quarter of said Section 22; thence, west on the East-West centerline of the Northwest Quarter of said Section 22 and continuing on the East-West conterline of the Northeast Custar of Saction 21, township 46M, Range 33W, to the North-South centerline of the Mortheast Quarter of said Section 21; thence, north on the North-South centerline of the Northeast quarter of said Section 21 and the North-South centerline of the Southeast guarter of Section 16, Township 46W, Range 33W, to its intersection with the East-West centerline of said Section 16; thence, west on the Mast-Most centerline of said Section 16 and the Rest-Must centerline of Section 17, Township 46M, Range 33M, to the North-South centerline of said Section 17; thence, north on the North-South centerline of Section 17 to the morth line of Section 17; thence, west on the morth line of Section 17 and Section 18, township 46M, Mange 33W, to the point of beginning which is the intersection of said north line and the state line between Missouri and Kansas.

That the said district be and the same is hareby divided into five sub-districts of approximately the same ares, numbered and bounded as follows: Sub-district One (1):

Brainning at the intersection of the state withe between Missouri's

and the East-West centerline of Section 5, Township 45M, Range 33M, thence, south along the state line to the intersection of the state line and the Sast-West centerline of Section 39, Township 45M, Range J3W, thence, sast along the East-West centerline of said Section 29 and the East-West centerline of Sections 28 and 27, Township 45M, Range 33W, to an intersection with the North-South centerline of said Section 27; thence, north along the North-South centerline of said Section 27 and the Morth-South centerline of Sections 28 and 15, Township 45M, Range 33M, to the East-West centerline of said Section 15; thence, west along the East-West centerline of said Section 15 to the west line of Section 15; thence, north along the west line of said Section 15 to the west along the East-West centerline of Sections: 2 and 5, Township 45M, Range J3W, to the East-West centerline of Section 5; thence, west along the East-West centerline of said Section 15 and Section 10, Township 45M, Range J3W, to the East-West centerline of Section 5; thence, west along the East-West centerline of Sections: 3 and 5, Township 45M, Range 23M, to the state line between Missouri and Kanese, the point of beginning, all of said lands being in Case County, Missouri.

Sub-district Two (2):

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Seginning at the northeast corner of the Southwest Quarter of Section 15, Township 45H, hange 33H; thende, east along the East-Hest centerline of said Section 15 and the East-Mest centerline of Section 14 and Section 13, Township 450, Range 33W, and the East-West centerline of Section 18, Township 45W, Range 32W, to the Morth-South Centerline of said Section 10; thence, north on the North-South centerline of Section 18 and Sections 7 and 6, Township 45N, Range 32N, to the morth line of said Section 6; thence, west on themorth line of Section 6, and the North line of Sections 1 and 2, Township 45N, Range 33W, to the northwest corner of said Section 2; thence, south along the west line of Section 2 and Sectional to the East-West centerline of said Sectional, thence, west on the Sast-West centerline of Section 10, Township 45%, Range 33W, to the west line of said Saction 10; thanca, south along the west line of said Section 10 and Section 15, Township 45W, Kange 33W, to the East-West centerline of dection 15; thence, cast on the East-West canterline of said Section 15 to the northeast corner of the Southmest Querter of said Section 15; the point of beginning, all of said lands being in Cass County, Missouri. ub-district Three (3),

Reginning at a point at the northeast corner of the Northwest Quarter of Section 6, Township 45N, Range 32W; thence, north along the North-South centerline of Sections 31, 30 and 19, Township 46N, Range 32W, to where the North South centerling intersects the East-West centerline of the morth half of said Section 9; thence, Mest on the East-Mest Centerline of the North half of Section 19 and the East-West centerline of the north half of Section 24, Township 460, Range 330, to the intersection with the North-South centerline of the Morthwest Guarter of said Section 24; thence, south on the Morth-South centerline of the Morthwest Quarter of said Section 24 to the intersection with the Sast-West centerline of said Section 24, thence, wast on the East-West dentarline of Section 24 and the Rest-West centerline of Section 23, Township 46N, Range 33W to the West line of said Section 23; thence, south on the west line of Sections 23, 26 and 35, Township 46m, Mange 33W, to the south line of Section 35; thende, east on the south line of Sections 35 and 35, Township 46N, Mangu 13N, and the south line of Section 11, Township 46W, Hange 32W, to the southeast corner of the Southwest Quarter of said Section 31, the point of beginning, all of said lands being in Case County, Missouri. Server and the server

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Sub-district Four (4) :

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neginning at a point in the northeast corner of the Southeast Quarter of Acction 22, Township 46H, Range 33W; thence, west on the East-West contarline of section 22, Township 46M, Range 33W, to the North-South conterline of said Scotion 22; thence, north on the Worth-South centerline of said Section 22 to its interession with the East-Nest centerline of the Northwest Quarter of said Section 22; thence, west on the East-West centarline of the Northwest Quarter of Section 22 and continuing on the East-Mest Centerline of the Northeast Quarter of Section 21, Township 46N, Range 33N, to the North-South centerline of the Northeast Quarter of said Section 21; thence, north on the North-South centerline of the North-east Quarter of said Section 21 and the North-South centerline of the Boutheast Quarter of Section 16, Township 46W, Range 33W, to its intersection with the East-West centerline of said section 16; thence, west on the Mast-West centerline of Section 16 to the west line of said Section 16; thence, south on the west line of Sections 16, 21, 28 and 3, Township 46H, Range 33W and the west line of Sections 4 and 9, Township 45N, Rauge 33W, to the East-West centerline of said Section 9; thence, east along the East-Mest centerline of said Sections 9 and 10 to the east line of said Section 10: thence, month along the east line of Sections 10 and 3, Township 45H. Range 33W and the sast line of Sections 34, 27 and 22 to the northeast corner of the Southeast Quarter of said Section 22, the point of beginning, all of said lands being in Case County, Missouri.

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Sub-district Five (5):

Beginning at the intersection of the state line between Missouri and Ransas and the north line of Section 18, Township 46N, Range 32W, thence, south along the state line to the intersection of the state line and the East-West conterline of Section 8, Township 45N, Range 33N; thence, east on the East-West centerline of Section 8, Township 45N, Range 33N; thence, east on the East-West centerline of said Section 8 to the east line of Section 8; thence, north along the east line of Sections 8 and 8, Township 45N, Range 33 W and the east line of Sections 32, 29, 20 and 17, Township 46N, Range 33W to the north line of Section 17, thence, west on the north line of suid Section 7 and the north line of Section 18, Township 46N, Range 33W, to the state line, the point of beginning, all of said lands being in Case County, Missouri.

That the first Board of Directors of said district shell consist of five resident freeholders, one from each sub-district, to serve terms as members of the Board As follows:

Sub-district One (1): V. O. Zummalt - One (1) Year. Sub-district Two (2): Xenneth Groh - Two (2) Years. Sub-district Three (3): Elmer Spies - Two (2) Years. Sub-district Four (4): W. D. Senders - Three (3) Years Sub-district Five (5): Cliff Johnston, Jr. - Three (3) Years.

It is further Ordered and Decreeds

D. A. Fields H. A. Fest

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That this decree shall not become final and conclusive until it shall have been assented to by a wejority of two-thirds of the qualified voters residing within the boundaries of Public Water Supply District No. 2 of Case County, Missouri, voting at an election of such qualified voters, such election to be held on the 18th day of November, 1967.

The polling pince shall be: Residence of W. D. Moure, Moute 41, Belton, Missouri

The judges and clerks of the election shall be:

August 1

Glorks: Mildred H. Smith

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STR. S. BOTH BUILDING

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E. W. Puller Dick Brown Rthel Brown Mrs. Wayne D. Moore The form of the ballot to be used at the election shall be as follows:

Alternates:

OFFICIAL BALLOT

SPECIAL BLECTION

Public Mater Supply District No. 2 of Cass County, Missouri DATE OF BLECTION: Hovember 18, 1967

Instructions to Votars: To vote in favor of the proposition submitted upon this ballot, place a cross (X) mark in the square opposite the word "Yes," and to vote against the proposition submitted upon this ballot, place a cross (X) mark in the square opposits the word "No."

PROPOSITION

Shall the decree of the Circuit Court of Cass County, Missouri, rendered on the ard day of Movember, 1967, incorposating Public Masar Supply District Not of Cass County dissouri, become final and conclusive and shall the Public Mater Supply District No. 2 of lass County, Missouri, be formed and incorporated in accordance with Chapter 247. evised Statutes of Missouri: // YES

/ NO

Notice of said election shall be given by the Clerk of this Court and published a required by law. The results of the election shall be certified to this Court by the udges and clerks of election above named.

Wm H. Kimperlin Judge

TATE OF MIGSOURT 28... County of Case 1

Alternates

I, Einer V. Bollicker, Clerk of the Circuit Court, within and for the County nd state aforesaid, do hereby certify that the above and foregoing is a full and complete i Gopy of the #30459 IN Ro: Water District #2 in the above entitled cause, as the same is a file in my office.

IN TESTIMONY WHEREOF, I have bereunto set my hand and affined the Eenl of suid pourt at office in Harrisonville, this 29th day of November, 1967. Elmer V. Zollicker, Clark Seal) By: Ruth A. Gerrahan Deputy Seal)

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filed for record this 25th day of November, A.D. 1967 at 11 o'clock 57 minutes AM Ofaller Deputy manufell Recorder

000000 Affidavit

I, the undersigned, do hereby cartify that I am well acquainted with Charlie Lyther, darden City, Missouri, and have known him for more than 13 years, and know that s is one and the same person as C. S. Luther, co-grantes in warranty deed recorded in Book 519, mage 161, in the records of the Recorder of Deeds, Case County, Marrisonville, Miesouri.

> Second: the second second

Carl B, Abbott

of subjects

Lois L. Mainwright Motary Public

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State of Missouri

unty of Cass

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Commission expires Sapt 1, 1970

Subscribed and sworn to before me this the 30th day of November, 1967

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IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI IN RE: PUBLIC WATER SUPPLY DISTRICT NO. 2, OF CASS COUNTY, MISSOURI NO. 30459

ORDER DECLARING DECREE EXTENDING AND ENLARGING THE BOUNDARIES

OF PUBLIC WATER SUPPLY DISTRICT NO. 2,

OF CASE COUNTY, MISSOURI TO

BE FINAL AND CONCLUSIVE

NOW, on this day of day of day of here, 1992, the Court finds that an election was duly held on the 3rd day of March, 1992, upon the proposition of extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, and the returns have been duly certified to the Court by Judges and Clerks of said election.

Upon canvassing such returns, the Court finds that 80 voters voted for the Proposition and 8 voters voted against the Proposition.

The Court further finds that the Proposition submitted at said election has been assented to by a majority of two-thirds (2/3rds) of the qualified voters of the District voting on the Proposition at such election; and that said election has been properly held in accordance with law.

The Court further finds that the boundary lines of certain sub-districts should be modified and rearranged as follows: The boundary of Sub-district No. 2 shall be legally described as follows:

Beginning at the Southwest Corner of the North Half of Section 15, Township 45, Range 33, and running thence North along the West line of Section 15, Section 10 and

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Section 3 to the Northwest corner of Section 3, Township 45, Range 33; running thence East along the North line of Section 3, Section 2 and Section 1, Township 45, Range 33, and continuing East along the North line of Section 6, Township 45, Range 32 to the Northeast corner of the West Half of said Section 6, Township 45, Range 32; thence South along the East line of the West Half of said Section 6 and the East line of the West Half of Section 7 and the East line of the West Half of Section 18 to the center of Section 18, Township 45, Range 32; thence West along the South line of the Northwest Quarter of said Section 18 to the Southwest corner of the Northwest Quarter of Section 18, Township 45, Range 32; thence continuing West along the South line of the North Half of Section 13, Township 45, Range 33 and the South line of the North Half of Section 14 and the South line of the North Half of Section 15 to the Southwest corner of the North Half of Section 15, Township 45, Range 33, which is the Point of Beginning.

The boundary of Sub-district No. 3 shall be legally described as follows:

Beginning at the Southwest corner of Section 36, Township 46, Range 33 and run thence North along the West line of said Section 36, the West line of Section 25 and the West line of Section 24 to the Northwest corner of the South Half of Section 24, Township 45, Range 33; thence East to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence East along the North line of the Southeast Quarter of the Northwest Quarter of Section 24 and the North line of the South Half of the Northeast Quarter of Section 24 to the Northeast corner of the South Half of the Northeast Quarter of Section 24, Township 46, Range 33; thence continuing East along the North line of the South Half of the Northwest Quarter of Section 19, Township 46, Range 32 to the Northeast corner of the South Half of the Northwest Quarter of said Section 19; thence South along the East line of the West Half of said Section 19 to the Southeast corner of the Southwest Quarter of said Section 19, Township 46, Range 32; thence East along "the North line of Section 30, Township 46, Range 32 to the point of intersection of the North line of said Section 30 and the West right of way line of U. S. Highway 71, as now located and established; thence Southeasterly following the West right of way line of U. S. Highway 71 through Section 30, Section 29, Section 32, Township 46, Range 32 and continuing Southeasterly along the West right of way line of said Highway 71 through Section 5, Section 4 and Section 9, Township 45, Range 32 to the point of intersection of the Westerly right of way line of said

Recorder

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Highway 71 and the East line of the Northwest Quarter of Section 9, Township 45, Range 32; thence South along the East line of the West Half of said Section 9 to the center of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to a point 647.7 feet East of the East right of way line of Old Highway 71; thence South a distance of 409 feet; East right of way line of said Old Highway 71; thence Northwesterly along the East right of way line of said highway a distance of 466.8 feet to the North line of the Southwest Quarter of said Section 9; thence West along the North line of the Southwest Quarter of said Section 9 to the West line of said Section; thence continuing West along the South line of the Northeast Quarter of Section 8, Township 45, Range 32, a distance of 200 feet; thence North and parallel to the East line of said Section 8 to a point 200 feet West of the Northeast corner of said Section 8; thence West along the South line of Section 5 and Section 6 to the Southwest corner of the East Half of said Section 6; thence North along the West line of the East Half of said Section 6 to the Northwest corner of the East Half of said Section 6, Township 45, Range 32; thence West along the South line of Section 31, and the South line of Section 36, Township 46, Range 33 to the Southwest corner of Section 36, Township 46, Range 33 which is the Point of Beginning.

The boundary of Sub-district No. 4 shall be legally described as follows:

Beginning at the Southwest corner of the North Half of Section 9, Township 45, Range 33 and run thence North along the West line of Section 9 and Section 4 to the Northwest corner of Section 4, Township 45, Range 33; thence continuing North along the West line of Section 33, Section 28, Section 21 and Section 16, Township 46, Range 33 to the Northwest corner of the South Half of said Section 16; thence East along the North line of the South Half of said Section 16 to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence South along the Quarter Quarter Section line to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence East along the North line of the Southeast Quarter of the Northeast Quarter of Section 21 and the North line of the South Half of the Northwest Quarter of Section 22, Township 46, Range 33 to the Northeast corner of the South Half of the Northwest Quarter of said Section 22; thence South to the center of said Section 22; thence East along the North line of the South Half of Section 22 and the North line of the South Half of Section 23 to the Northeast corner of the South Half of said Section 23; thence South along the East line of Section 23, the

Milke Medsker, Recorder of Deeds Book1230/Page5 Extra Page 2 CFN#22173 Page 3 of 4

East line of Section 26 and the East line of Section 35 to the Southeast corner of Section 35, Township 46, Range 33; thence West along the South line of Section 35 and Section 34 to the Southwest corner of Section 34, Township 46, Range 33; thence South along the East line of Section 4 and the East line of Section 9, Township 45, Range 33 to the Southeast corner of the North Half of said Section 9; thence West along the South line of the North Half of said Section 9 to the Southwest corner of the North Half of Section 9, Township 45, Range 33, which is the Point of Beginning.

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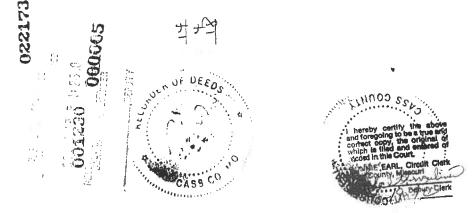
The boundaries of Sub-district No. 1 and Sub-district No. 5 shall remain unchanged.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that the Decree extending and enlarging the boundaries of Public Water Supply District No. 2, of Cass County, Missouri, heretofore entered by this Court on October 7, 1991, be, and the same is hereby declared to be final and conclusive.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the boundaries of certain Sub-districts be modified and changed in accordance with the legal descriptions hereinabove set forth.

ircuit Judg Division

Seventeenth Judicial Circuit





EASEMENT CONVEYANCE

10.11 Mar 10.11

A strip of land four (4) fost in width, the Senter line of which is described as follows: Beginning on the West line of the public road which lies along the East side of the Southeast quarter (324) of the Northeust Cuartor (584) of Section Thirty three (33) Township Forty-five (45) Ranke Thirty three (33) at a point approximately four hundred fifty one (451) fest North of the North line of the public road which lies along the South side of said quarter (4) quarter (5) section thence West a distance of one hundred twenty five (125) fest.

To have and to hold with all appurtementes and necessary incidents to the party of the pace of part, its microssors and assigns, as a nu the same may be used for such purposes.

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Exig N. Hyers

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Cass	County	adjoins Jackson	County, Missouri		Notary Public	d,
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	Filed	for record this 19th	der of January	., A. D.	Hissouri 18.43. 41 K- Verter 55 Minutes P.M. Heorge Recorder	
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122 Form 40 attracest Erres 44 -1 RIGHT OF WAY CONTRACT. FOR AND IN CONSIDERATION OF. O.M.C. "Mon.... Indian FOR AND inster ye iter b later J. J. Margan, tilla m. morgan und we morgan. inafter and fles e. Level & Comparing & Comparations, will up prime property of initial the state of de borde grant for H. & HING ATR. Barbara thereall ... Acces 64 they. If the same shall be found accounty, on, over and through the following described lands, situate in Casol <u>C</u> lage line to pass willing & & feet south fand 20 mins n.E Vy of nc. 44. not cutting enclosed field at said ne. corner . inim Howaship...... Mange with logress and egress to and from the same for all purposes necessary in connection with the construction, maintenance and operation of sold pipe line and with Regress sto and religious they. The spid grantort the helps or assigns to fully use and enjoy the said preasies, every for the purposes hereinbefore granted to the soid empla and talat ies or assigns, who hereby agrees to pay any damages which may hereafter arise from the baying maintaining and operating said pipe line; said damage if not contrally agreed upon, to be neverificed and determined by three distances of persons, one thereof to be appointed by the said grantori. Their H. F. SINCLAI or arbigue, one by the vertex the balance or medigue, and the third by the two as manipulated as aforeadd, and the award of each three persons shall be find and concluder. And is is hereby forther agreed, that the solution of the balance or andges, may at any time by an additional line or lines of type alongship said damany if a or assigns, one h of the direct line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of in-(a)==: the damage, if may, in making such change to be paid by the same (1) the same (1) to be the second of the instrument. renctuality. And of the first line. tipe, the dating augul within tweive months from the date hereof, it shall become unit and endy. All payments which uses become due under this contract may be made directly in the granter Scherelin or deposited to, The Threedilt in the contract of the attention of the bank of the state wind we hereby release and unive all rights under and by vertue of the Wrine stind Exemption Laws of this State, work in pursuase office instrumient, shall Commence within twelve months from the date directly to the gr . + 0V A . ALLLUCK hereaf, outhe said grantee, its successors manigna Shall within prened acrops said premises and definitely locate the south of said p and said survey and excation, atter wise this instrument shall be sull and - ----Figued, scaled and delivered in the pressure of A D 19 / 2 IN WITNESS 1. Harry I Horner Migned, emiled g. J. Morgan we 111 Harri (2) a M. Magani (Beal) (2). Geol - W. C. Margan (Hol) W. 4. cNoda and a second (Mey D) MATEON MILLADURE (Heal) construct Casa STATE OF. 22 , Notary Public within and for the County and State atmostly do hereby cortify that on this 29 stay at March CHENTY OF 1917 betwee in personally uppeared J. J. Mitty am Colla Moly an une W.E. Margan aforentid do hereb who ince personally known to me to be the same person S. ... describer in and whose names secondscribed to and who excented the foregoing instrument û and daty acknowledged to use that they signed, sealed and delivered the foregoing instrument as Their free and routery set and doed for the use when are and duly acknowled and purposes thereis Protice gree Profee Sugar Stalles Inand for Union tup Cass la ma. Ny commission expi Filed for mound of 7 Upl han La Call & Computer 13 Fligh for record

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Genera now Cornert E.Simpson, of inwful ago, being first duly sworn on his outly, states that he and his wife, Charlotte C.Simpson are the absolute owners in fee simple of the following cateribed real estate, altuate in Caus County, Missouri, to-wit:

.

A part of the Wast Half of the Southeast Quarter of Section 29, in Yownship 46, of using 30, enserings as follows: Perinning of a point on the Wort line of the West half of the Southeast Cuptur of sold Section, st A point 13,86 shains South of the Northwest corner (i. uncof; running thomes, South slong sold line to point of internation with the Northerly line of the right-of-way of the Missouri Pacific Rollroad Company; Lience, in a Southersterly direction clong the Northerly line of said right-of-way to suint of intersection with the Nest line of the West half of the Southeast Quarter of said Section; thence, North along said line to a point due East of the place of the incluge theree, West to the place of boginning.

Affint status that he is the sen, and only child of Jourphine Schoder Simpton, bla mother, decreased; that his mother was the daughter of John Schodor, decensed, Affingt sinter that his grandfather, John Schnder, Whose Less Will and Testament is recorded in Book 162, Page 526, Recorder of Dueda Office, Cass County, Klassari, left as his cole who only helps at law the following: Jonephine Schover, widew; John Scheder non; Joseph Cobuder, sun; Hernest Schndar, son; and this afflant, grandwar, and child C do sphing Johnson Simpson, occased dougleer of John Subscor, Jonanued, Affint turther states that John Scheder, recessed, left as other child or children, or decondition of decenses shild or children, of thes natural or adopted, and that Jusephing Schuler, while of John Schuler is now docansod.

Affinat further states that the shows described real estave was purchase by John Sevence, a will 10th, 1883: that said land has been in the Shally of John Schnder and The being continuously for more than caventy-two (72) years; that is is a flort and those under show he chains title have held open, noterious, continuous, end socolute possenuion of suid real estate since the year INES.

Further africat saith not.

Subsorlived one sworn to before me this 5th day of August, 2955. (DEAL)

Marian E. DeShezer Notory Public

Engnest 8.Simpson Arginent

My Commission Exploss November 8th, 1997

Filed Sor moved this going of August, A.D. 1955 at 10 o'glock 15 minutes A.H.

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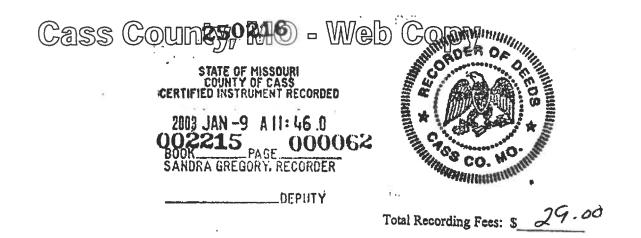
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and the second Anter the state of the state of the Section of the sectio Sections 1ès 14 EASEMENT CONVEYANCE Howard L.Walker and Ada M.Walker Wilnesselbs consistent to adverge the port of the scenario of the transfer of which is hereby acknowledged/by these presents, give, remaining point and where the transmission and scenario and seeigns, the right is easier and work construct and sminister point and where the transmission and scenario and seeigns, the right is easier and work construct and iterms the defending hode in the Compary of Casis (3) feet wast of the west line of county road on the seet side of the Northeast quarter (REH) of Section Fittees (15), Nowaship Porty-five (45), Range Thirty-three (130) at a point approxi-metely four hundred twonty five (425) feet south of the morth line of anid quarter sections and one (1) guy and anohor extending twenty (20) feet west of anid pole. To have sent in joid with all apportenances and accusery lacids is to the party of the second part, its successors and maigne, or the same may be used for such purpose a coal the day and your shows writing Howard, Lalin Meer أشكره ولا يرورون Ada. M. Malker. Eine of Missouri County of mentil, do harphy cartify that on this, ally appeared within the county appreciat 170 Jo Wellier, and an article and the foregoing instrument, and accountinged that, Cherry ay Whenert, I have bereasts set my hand and notarish and the day and year shave written. N23076 (SEAL) Frank Laoy Cass County adjoins Jackson County No., Vied by record inter 39 Any alg ADV13 A. D. 13 14 B.C. Gimletsless 4 EASEMENT CONVEYANCE L.T.Wendleton and This sumirer, made on his 30th day of Cotober 19 45, by and between Geberleve G.Kandleton part of the first part, and the Kannes City of the County of manuted State of man Power & Light Company, a surporation of the Siste of Missouri, purty of the second part. The parts 1. m 26. competit, grant and convey unto the party of the actord part, its success nors and assigns, the right to enter and erect, construct and maintena poles and wires for the transmission and conveyance at slattice energy and for crammination purpose, ever, along and ucross the following lands in the County of USBS 4 The north six (6) feet of that part of the east half (E_{2}) of the southeast quarter (SE4) of Section Wenty-eight (28), Township Forty-five (45), Ran ge Thirty-three (33) lying south of and adjacent to the south line of County road in the center of said tract. Also the right to out, top and trim trees and brush, now or at any fubmertize to provide elegrance for the Line. To have use to hold with all upports in and accounty incidents to the party of the strand just, the store have bereinte and shale the day and your shows written L.T. Wesdelton Mrs.L.T. (Generics). Mendleton. Sinte et Marifag they 18 my Whe of, I have betweets set niv hand and a simi the day mid your above written. No. 30910 (SEAL) Millard F.Coudill Mutary Public County County Fired in pocord this 3935 any view of DEF 12. A. D. 10. 60. at 23 vices 25. Minute and the hickory

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RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the state of Missouri.

Sandra A. Gregory Recorder of Deeds

Cass County Courthouse 102 E Wall Street Harrisonville, Missouri 64701 1-816-380-8118

ୂତ୍ତ BOOK

gregorviesagreg@aol.com

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Mike Medsker, Recorder of Deeds

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See Exhibit 1 Attached Hereto

together with the right of ingress to and egress from the above described land and other contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of three feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, times, and facilities. Said damage, if not mutually agreed upon, shall be ascentiated and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantor, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his helrs, successors, assigns and lessees, shall have the right of use and enjoyment of the above-described land, provided such use does not unreasonably interfere with the uses and purposes granted to Grantee hereunder, and should a dispute arise between Grantor and Grantee or their respective heirs, successors, assigns and lessees, with regard to the use of the premises by Grantor and his heirs, successors, assigns and lessees, said dispute shall be resolved by arbitration and the procedures described in the preceding paragraph.

The rights herein granted may be assigned by Grantee in whole or in part. This grant shall be binding upon the heirs, successors and assigns of the undersigned.

, 2001 WITNESS the hand of the Grantor(s) this _____ day of _

Bucky

Keanna 7. Bishop

Leanna F. Bishor

	INDIVIDUAL ACKNOWLEDGME	YT.		
STATE OF) ss:				
COUNTY OF >				
The foregoing instrument was acknowledged before me this	day of, 2001 by	Robert L.	Bishop	and
Leanna F. Bishop,		his wife	_(LESSOR).	
	Notary Public			
My Commission Expires:				
	INDIVIDUAL ACKNOWLEDGME	NT		
STATE OF)				
(COUNTY OF) 63:				
The foregoing instrument was acknowledged before me this	day of 2001 by			_(LESSOR).
	Notary Public			
My Commission Expires:				
1	CORPORATE ACKNOWLEDGEME	INT .		
STATE OF)))				
COUNTY OF) BS:				
BE IT REMEMBERED, that on this day of, personally kn same person who executed as such the above and foregoing instrum	2001, before me a Notary i	Public in and for the C	County and State afo	resaid, personally appeared and the
same person who executed as such the above and foregoing instrum the act and deed of said company.	ent in writing on behalf of said compa-	ny and such person du	ly acknowledged th	e execution of the same to be

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



AFFIDAVIT OF EXECUTING WITNESS ACKNOWLEDGMENT

State of Kansas

County of Miami

I M. A. Williams , do solemnly affirm under the penalty of perjury, that _____ Robert L. Bishop and Leanna F. Bishop, his wife ____, personally known to me has executed the within ______ Grant of Right of Way in my presence, and has acknowledged that Robert L. Bishop and Leanna F. Bishop, his wife executed the same for the purposes therein stated and requested that I sign my name on the within document as an executing M.A. Lama witness M. A. Williams

Subscribed and affirmed before me this	<u> 19th </u>	day of	December	_, 2001

Mailing Mell Notary Public

My Commission Expires:	Stat A	DARLINE LOTT
	STATE OF SAMBAS	My Appl. Exp. 12/17/05

Mike Medsker, Recorder of Deeds

Exhibit 1

to

GRANT OF RIGHT OF WAY

DATED THIS 26th DAY OF July ,2001

BETWEEN_

Robert L. Bishop and Leanna F. Bishop, his wife

, LESSOR AND

(2)

Osborn Energy, LLC, LESSEE

The lands subject to the referenced Gas Lease are situated in the County of _____ Cass _____, State of Missouri

in Section(s) <u>28 and 33</u>, Township <u>45</u> N, Range <u>33</u> W, and containing <u>185</u> acres more or less and described as follows:

Township 45 North, Range 33 West

Section 28: The East Half of the Southeast Quarter (E1/2SE1/4) Section 33: The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), Excepting the following tract; Beginning 1200 feet West of the Southeast Corner of the Southeast Quarter, thence West 154.42 feet; thence North 3 degrees 22 minutes 00 seconds West, 244.33 feet; thence North 89 degrees 20 minutes 20 seconds East, 160.50 feet; thence South 1 degree 55 minutes 45 seconds East, 245.90 feet to the point of beginning.

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Mike Medsker, Recorder of Deeds

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	EASEMENT CONVEYANCE and	
2007 - 200 1917 - 2016 2017 - 2019	1/ +h (INDIVIDUAL)	
	This contract, made on this	
	Power & Light Company, a corporation of the State of Misou vi, party of the second pert. Witnemeths	
	The parties of the first part is consideration of the sum of	
1.1	considerations to	
	round grant and rearry one the party in the second part, its automatics and assignt the relater and error, construct and isolicitate polar and wires for the transmission and conveyance of electrical energy and for examplesting purpose, over, slong and to house social the following basis in the County of	
35	consisting of three (3) pales, overlaging wires and gay anchor described as follows: One(1) role 260 fest north of Laffood road on wat side of drivemay,one(1) pole 520 fest morth of road on west	
	erem of breadway wrem KWA mun awamer moren at Mara and and and unto it? isser worrander of Ture de-	
1. A.	scribed nole with guy and anchor 20 fest rorth of said nole, the above described line extending morth from a point on County road which is 617 fest exat of the roat line of the NHT of the SE	
	of Geotion 28, Township 45, Range 33.	
	To have and to hold with oll appurtonences and necessary incidents to the party of the second part, its successors and easiens, as juna as the same may be used for such purposes.	
1. S. C.	In testimony wiveress	
	Ada. Brown	
4	Suso of Lizeouri	
2	Courty ef	
	1, 270 His Color - a Konar Public within and for the county sizvescid, do hereby certify that as this	
	Liner. E.Stoyn and de Brown to set the period. S. described in and who executed the Averagelyn instructure and acknowledged that they computed the storm to be the period. S. described in and who executed the Averagelyn instructure, and acknowledged that they computed the storm to be into period. So the storm of the storm of the storm of the storm of the storm to be store t	
	computed the share us	
ž.	. In Testimony Whereof, I have berewnia set my hand and notarial	
	soul the doy and year above written.	
	No. 12582 (BEAL) Frank Lacy	
an	Filed for percord table 22 day ofAPT12A D. 18. 66	
	by Alara Baransid Deputy I C. Genelalister Preserver	
	C/ EACEMENT CONVEYANCE Scores N. Crayeraft	
direct .	ENDERLINI CONVETANCE	
2	(INDIVIDUAL) nnd This contract, made on this 29th day of <u>Cotober 1945</u> , by and between <u>Filds I.Grevors It</u> of the County of <u>COtober</u> and State el. <u>Kiscouri</u> by and between <u>Filds</u> and the Kansee City	
	of the County of a corporation of the State of Mistouri, party of the second part.	
	Witnesseth: The parties of the tint part in consideration of the sum ofQAR	
4	coasiderations. to,	
25. ₁₂	evenents grate and convey unto the porty of the second part, its succession and conjects, the right to enter and erect, containent and methods and conversance of electrical second reconversation successions and conversance of electrical second reconversation successions and conversation second reconversation second reconversatio	
	acress its following and in the Country of	
	land; the south one hal: (S) of the Southwest quarter (SU;) of Saction Fifteen , Township Forty- five(45), Range Thirty-three (33), Also the right to cut trees to clear line.	
14		
	To have and to hold with all appartenances and necessary incidents to the party of the second part, its successors and pasigns, as long	
	os the same may be used for such purposes.	
	In restimmy whereof	
	Hilda. I.Graycraft	
4	State of Lissouri	
	PTERK LUCY a Notary Public within pgd for the county atvasahid, do hereby certify that on this	
	to me har was to be the general advectibed is and who executed the foregoing instrument, and schnowledged that.	
	executed the some on the 17	
	In Testimony Whereor, I have because and and such as and	
	acai the day and year above written. 30909 (SEAL) Frank Laoy	
	Cass County adjoins Jackson County, Wo Notary Public. JARKEGO County	1.2
8015 15.70	Pland by record this 329 day of April A 1, 1046 al 10 which 28 Minutes A 34	
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VATER LINE BARRIER

Tract No. 1

ENDS ALL MAN HI THESE PRESENTS:

2142 Robert T. Eircher and Cleo. Maxine Eircher, husband, and wife, subject

to Mile Estates of Elmer E. Erown and Ads : F. Brown, husband and wife

of the County of <u>Cass</u>, and State of Missouri, hereinather designated as Granter (whether are ar sure) for and in somidaredion of the rue of \$1,00 and other valuable emailder-chien paid and delivered by rables based by District No. <u>A</u> of Gass Granty, Missouri , harwinather referred to as the District, ergenised under the laws of the State of Missouri; the receipt whereof is hereby estimated and the laws of the State of Missouri; the receipt whereof is hereby estimated and rates, Bergaine, Sells and Ganays to said District the purpetual essameric and right ... enter upon the lands of Gran-ter, situated in the County of Gase, in the State of Missouri, described as fellows;

The Bouthwest Quarter of the Mortheset Quarter of Section 28, Township45, Range 33, except a tract described as 4.7 ecres, more or less, beginning on the North bank of Grand River, and on the line dividing the East and West halves of the Southeast Quarter of Section 29; thence Morth on subdivision line 56 rods; thence West to center of river; thence Southeasterly with the meanderings of said River to the place of beginning.

The purpose of sold essenant and right to enter is to construct, install, oparate, sain-tain, repair, replace, remove and pairel on or over or under sold lands, and in and upon all errorts, roads or highways abutting sold lands, pipes or tiles for the transmission of water and all epilaness reassary in connection therewith, together with the perpetual right to go in and upon sold land it. wold purposes.

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The assessment shall be 30 feet in width and is specifically described as being is-outed on the above described trust as follows:

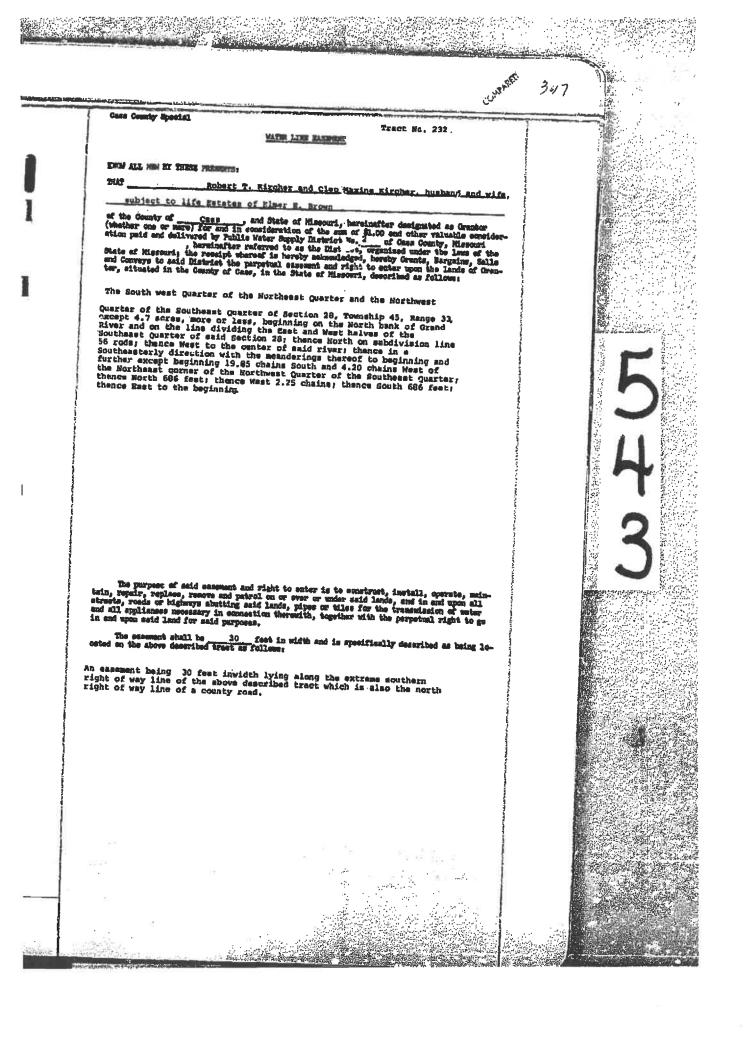
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Sector Sector Sec.

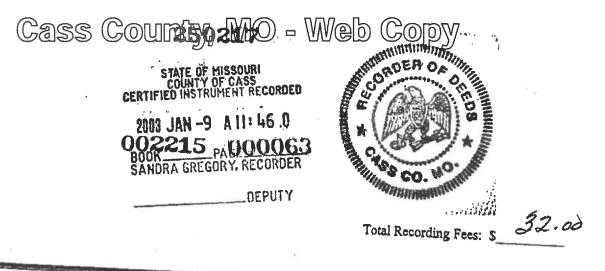
An essenant being 30 fest in width lying along the South property line of the above described tract.

- 55 S. Breed and States To have and to bold suid essenant and rights write said District in perpetuity. It is understood and agreed that the consideration herein stated shall be the fall con-sideration due to Grantor from and District for the ensemnit and rights herein granted; and that said District shall be responsible for main damages as my be exclained by property re-tained by the Granter during the series of construction of said vator line or that may seeres in the future insident to minimum or replacements of said water line. 1 Fitle to said water pipe line shall be and remain in the District, Orentor covenants to and with said District that subject to essenants, restrictions and liens of reword, Grantor is Lieutuly saised and possessed of said lands, and has a good and lawful right and power to sell and convey them. j 194 alan da ju Robert T. Rischer 1.11 ۰. Cleo Mexine Kircher 3. 11. . Elmer P : STATE OF HISSOURI 83. COUNTY OF CARS On this 27 day or March , 1970 before me, the und Notary Publie, personally speared ______, 1970 before me, the und Bohert T. Rircher and rice Marine Kircher to me known to be the persons described in and the experied the foregoing instru-nowledged that they excended the same as their free set and deed. _ , 1970 before me, the understigned, a and safe IN TESTIMONY WHEREOF, I have berwanto set my hand end affired my efficial seal at my efŝ fice in _____ Belton 御川 (Seal) Hotary Public in and for said County and State Wy Term Expires: September 21,1970 ł is. 4.20 ħ A. D. 1970 at 9 tranent was filed for record on the 26. Π day of Nay 1 sele FOR arder of De



	To have and to hold said easement and rights unto said District in perpetuity. It is understood and agreed that the consideration barein stated shall be the full con- sideration due to Granter from said District for the essement and rights beroin granted, and that said District shall be responsible for such demages as may be suctioned by property re- tained by the Granter during the original construction of said water line or that may assume	no fan a fanal fan i e ar e an fan men yn ger
	in the febure invident to minimum on an instruction of said water line or that may scores Title to said water pipe line shall be and reamin in the District. Granter sovenants '. on with said District that subject to samesants, restrictions and lines of reards. Handhally solved and possessed of said lands, and has a good and lawful right and power to sell and convey them.	and the second
K	Robert T. Kircher 6-20-70 Cleo,-Maxime-Mircher 6-20-70 Elmer F. Brown	rado nada manda da taka da tu
C	STATE OF MIRSONRI) GOURTI OF <u>Jacksph</u>) On this <u>20</u> day of <u>June</u> , 19 70 before me, the underwigned, a Hotary Public, personally appeared	erin an an an an an an an an
5 4 3	Notary Fublic, personally appeared Robert T. Kircher & Cleo Maxime Kircher E Elmor R. Brown to me known to be the persons desaribed in and sho excepted the foregoing instrument, and stk- nowledged that they excepted the same as their free set and dead. IN TESTIMONY WESSER, I have harmunto set my hand and affixed my official seal at my of- fice in Review. Missouri the day and year last above written.	
3	(SEAL) Jotary Public in and for anid County and State Sept. 15, 1972	an and the second and the second second second
		Version
	The foregoing Instrument was filed for record on the 24 day of June A. D. 19, 70, at 8 o'alook 30 simules a.J. P. Klassharg Deputy <u>Manual</u> Recorder of Deck	Į

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RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the state of Missouri.

Sandra A. Gregory Recorder of Deeds

Cass County Courthouse 102 E Wall Street Harrisonville, Missouri 64701 1-816-380-8118

BOOK 2215 PAGE 63

gregoryjesagreg@aol.com

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Mike Medsker, Recorder of Deeds

his Agreement, is entered into this 26thy of _____ 2001 between __ Robert. L._ Bishop

Leanna F. Bishop

wife (hereinafter called "LESSOR") and

and

Osborn Energy, L.L.C. (hereinafter called "LESSEE"), who hereby agree that:

WITNESSETH

1. The LESSOR, for and in consideration of the sum of \$100.00 and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant, demixe, lease, and let exclusively unto LESSEE for the purposes of its investigating, exploring by geophysical and other means, prospecting, drilling and carrying on of geological and other exploratory work, including core drilling, operating for and producing all gasses, all hydrocarbons, and their respective constituent products as well as any natural resources produced with them, and for all operation associated therewith, including construction of roads, laying pipelines and all things necessary or convenient for the economical operation of said exploration, operations approaches, state of Missouri and any reversionary rights therein, described in Exhibit I attached hereto and incorporated by reference.

2. This lease shall remain in force and effect for a term of five (5) years ("Primary Term") from this date and as long thereafter as gas or its constituent products or other hydrocarbons are produced from said land, or lands with which said land is unitized, or as long as LESSEE is conducting operations on said land or lands with which said land is unitized therewith, but LESSEE is engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in full force and effect as long as operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandomment of one well and the terginning of operations for the drilling of a subsequent well. If, after the discovery of gas on the subject Lands unitized therewith, the production thereform ceases for any cause after the expiration of the Primary Term, this Lease shall not terminate if LESSEE commences additional drilling, reworking or dewatering operations within finety (90) days from the date of the completion of the drilling of a dry bell. Notwithstanding mything in this lease contained to the contrary, it is expressly agreed that if LESSEE shall commence operations for the horder, this lease shall continue so long as such operations are produced and, if production results thereform, then a long as producing on those and its term shall continue so long as such operations are prosecuted and, if production results thereform, then as long as producing or times.

3. If no well be commenced on said land described in Exhibit 1 attached hereto within 24 months of the effective date of this Agreement first referenced above, then this lease shall terminate as to both parties, unless the LESSEE on or before that date shall pay or tender to the LESSOR or LESSOR'S successors at the address listed below, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One (\$1.00) Dollar per net mineral acre lessed, which shall operate as a rental and cover the privilege of deferring the commencement of a well for the remainder of the Primary Term. The payment herein referred to may be made in currency, draft, or check at the option of the LESSEE. It is understood and agreed by LESSOR and LESSEE that for the consideration first recited herein, the down-payment covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the LESSEE's option of extending that period as aforesaid, and any and all other rights conferred.

4. The LESSEE shall pay to LESSOR for gas of whatever nature or kind, including all of its constituent parts, hydrocarbon or otherwise, produced, as royalty, one-eighth of the proceeds received from the sale of such produced substances after deducting LESSOR's proportionate share of the costs of preparing and transporting same to the point of sale and delivery, including the costs of compression, dehydration, denitrofication, processing, treating, gathering and applicable taxes. LESSOR shall have the privilege, at his own risk and expense, of using gas from any gas well on said premises for heating and cooking in one residential dwelling located on the leased premises by making his own connections thereto by using good and safe industry practices in full compliance with all applicable pipeline safety rules and regulations, including K.A.R. 82-11-4, in effect at the time of connection including, but not limited to, odorization of the gas.

5. If, at any time, while there is a gas well or wells on the above land or lands with which said land is unitized, and such well or wells are shut in, and if this lease is not continued in force by some other provisions hereof or if a well has been completed but dewatering operations have not commenced, then it shall, nevertheless, continue in force as long as said well or wells are shut in and it shall be considered that the gas is being produced from the leased premises in paying quantities within the meaning of this lease by the LESSEE paying or tendering to LESSOR annually, in advance a substitute or shut-in gas royally, in an amount equal to \$1.00 per mineral acre owned by LESSOR. Said advance royalty shall be payable ninety (90) days after the date such well or wells are shut in and annually thereafter. The period covered by said advance or shut in royalty payments shall be measured from the date such well or wells are shut in and annually thereafter.

6. LESSEE is hereby expressly granted the right, which LESSEE may exercise at any time and from time to time as a recurring right, either before or after production has been obtained upon the leased premises or any premises consolidated herewith, to consolidate and unitize the gas leasehold estate created by this lease or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units which do not exceed approximately 640 acres each. If such operating unit or units is so created by LESSEE, LESSOR agrees to accept and shall receive out of the gas produced from each such unit such portion of the gas toyalty as the number of acres of extra out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or gas from an existing well, on any portion of an operating unit shall be constidered as commencement or completion of a well, or the continued operation of or production of gas on each and all of the lands within and comprising such operating unit. LESSEE shall exceute in writing and record in the Register of Deed's records of the county in which the land herein leased is situated an instrument identifying and desoribing the consolidated acreage unit.

7. If LESSOR owns a leaser interest in the above-described lands than the entire undivided fee simple estate, then the royalties and rentals herein provided shall be paid to 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 rental succeeding rental anniversary after any reversion occurs to cover any such interest so acquired by LESSOR.

8. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land, including water from ponds, for its operations thereon, except water from wells used for domestic purposes by LESSOR. When required by LESSOR, LESSEE agrees to bury its pipelines below plow depth and shall pay for damages caused by its operations to growing crops on said land. LESSEE shall have the right at any time during, or after the expiration of this lease, however not the obligation, to remove all machinery, fixtures, buildings or other structures placed on said premises including the right to draw and remove all casings. LESSEE agrees, upon the completion of any test, as a dry hole, or upon the abandonment of any producing well, to restore the premises to their original contour as nearly as practical.

9. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly permitted, the covenants herein shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding upon the LESSEE until it has been furnished with either the original recorded instrument of conveyance, or a duly certified copy thereof, or a certified copy of an order of a probate court showing the appointment of an executor or administrator of any deceased owner together with all other original recorded instruments or duly certified copies thereof necessary in showing the complete chain of tile back to the LESSOR to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said document shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor or heir of the LESSOR.

10. If the leased promises are now or shall hereinafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. 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 be hereafter divided by sale, devise, descent or otherwise, or to furnish separate owner of any such part or parts shall default in the payment of the proportionate part of the above-described land and the holder or owner of any such part or parts shall default in the payment of the proportionate part of there is shall make due payment of said rents and royalties. If at any time there may be as many as four parties entitled to rents or royalties, the LESSEE are only assigned thereof shall make due payment of and rents and royalties. If at any writing, in a recordable instrument to be recorded, and a copy of which provided with the LESSEE, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

11. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that the LESSEE, at its option, may pay and discharge in whole or in part, any taxes, mortgages, or other liens existing, levied or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subordinated to the rights of any holder or holders thereof and may reimburse itself by applying it to the discharge of any such mortgage, tax or other lien, any royalty or rental accruing hereunder.



12. LESSEE may, at any time, cancel or surrender this lease in whole or in part by delivering or mailing such release to the LESSOR, or by placing the arms of record in the Register of Deed's Offices in the above referenced country or counties / in freshere hereby, dery cancel de to vity a portion of the acreage covered hereby, dery all approximate and instances of any rentals or royalties thereafter pair movie proportioned on an acreage balls, but such as portion of acreage not released, the terms and provisions of the lease shall continue and remain in full force and effect for all purposes.

All provisions hereof, express or implied, shall be subject to all federal and/or state laws and the orders, rules, or regulations (and 13. All provisions hereof, express or implied, shall be subject to all federal and/or state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially, nor shall the LESSEE be liable in damages for fulure to comply with any of the expressed or implied provisions if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If LESSEE is delayed or prevented from complying with any of the express or implied terms of this lease by virtue of any storm, or other act of God or event of *force majoure* or if such failure is a result of any federal and state law, executive order, rule or regulation, then the delay occasioned by the same shall not be counted against LESSEE and the period for the performance of the obligations under this lease shall be extended for the period of time equal to the time that the LESSEE was so prevented, any thing in this lease to the contrary notwithstanding. 13.

14. Should LESSEE discover oil on the leased premises which LESSEE doems commercial, LESSOR hereby agrees that LESSEE may produce said oil under the terms of this Lease, except that LESSEE agrees to pay LESSOR as royalty onc-eighth of the market value of the oil of like grade and gravity prevailing in the field on the day such oil is taken from the pipeline or storage tanks by the crude oil purchaser.

15. LESSEE shall not be liable in damages or for any other remedy, by reason of any act of God or public enemy, strike, lockout, boycott, pickning, riot, insurrection, fire, or any governmental order, rule or regulation or any ordinance which shall cause any delay or prevent LESSEE from performing under this Lesse. Further, LESSEE shall only be liable for its acts of negligence alone which cause injury to LESSOR or damage to LESSOR's

Any notice provided under the terms of this Lesse shall be provided by registered mail, return receipt requested as follows: 16.

LESSOR:

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S. С

Robert L. Bishop LESSEE: 24110 S. Prospect Ave. Cleveland, Missouri 64734

Osborn Energy, L.L.C. 24850 Farley Bucyrus, Kansas 66013 Phone: (913) 533-9900

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

LESSOR Signature Robert L. Bishop

LESSOR Social Security No./Federal Tax I.D. No.

Seanne 7. Bushop Bishop

	INDIVIDUAL ACKNOW	LEDGMENT		
TATE OF)				
OUNTY OF)				
The foregoing instrument was acknowledged	before me this day of	, 2001 by	t. L. Bishop	and
Leanna F. Bishop,				
ly Commission Expires:		Notary Public		
	INDIVIDUAL ACKNOW	LEDGMENT		
TATE OF) 55:				
) 55: OUNTY OF)				
The foregoing instrument was acknowledged	before me this day of	2001 by		
		-		(LESSOR).
y Commission Expires:	8	Notary Public		
	CORPORATE ACKNOW	LEDGEMENT		
FATE OF)) ss:				
DUNTY OF) sa:				
BE IT REMEMBERED, that on this	_ day of 200	i, before me a Notary Public i ally known to me to be	n and for the County and the	f State aforesaid, of
and the said such person duly acknowledged the execution of	the same to be the act and deed o	the above and foregoing instru- f said company.	ment in writing on behalf	of said company
IN WITNESS WHERBOF, I have hereunt				
y Commission Expires:	Notary Public	10. Ju		

Mike Medsker, Recorder of Deeds

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AFFIDAVIT OF EXECUTING WITNESS ACKNOWLEDGMENT

State of Kansas

County of _____Miami

I _____M. A. Williams _____, do solemnly affirm under the penalty of perjury, that _____ Robert L. Bishop and Leanna F. Bishop, his wife ____, personally known to me has executed the within <u>Oil and Gas Lease</u> in my presence, and has acknowledged that Robert L. Bishop and Leanna F. Bishop, his wife executed the same for the purposes therein stated and requested that I sign my name on the within document as an executing M.A.W illiams witness M. A. Williams

Subscribed and affirmed before me this _____19th day of ______ December _____, 2001

Notary Public

My Commission Expires:

DARLINE LO My Appl. Exp.

Mike Medsker, Recorder of Deeds

Exhibit 1

to

Gas Lease

DATED THIS 26th DAY OF July ,2001

BETWEEN

Robert L. Bishop and Leanna F. Bishop, his wife , LESSOR AND

Osborn Energy, LLC, LESSEE

The lands subject to the referenced Gas Lease are situated in the County of ______ Cass _____, State of Missouri

in Section(s) <u>28 and 33</u>, Township <u>45</u> N, Range <u>33</u> W, and containing <u>185</u> acres more or less and described as follows:

Township 45 North, Range 33 West

Section 28: The East Half of the Southeast Quarter (E1/2SE1/4) Section 33: The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), Excepting the following tract; Beginning 1200 feet West of the Southeast Corner of the Southeast Quarter, thence West 154.42 feet; thence North 3 degrees 22 minutes 00 seconds West, 244.33 feet; thence North 89 degrees 20 minutes 20 seconds East, 160.50 feet; thence South 1 degree 55 minutes 45 seconds East, 245.90 feet to the point of beginning.

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Mike Medsker, Recorder of Deeds

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