

Cover page for:

Preliminary Title Evidence

- Preliminary title insurance schedules
- Copies of recorded exception documents

Preliminary title insurance schedules prepared by:

Tallgrass Title

(File Number: EE2510824-2)

Auction Tracts 3 & 4

(Pt. Sec. 34-T9S-R11E in Pottawatomie County, Kansas)

For October 28, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Charles Wolff, Jr. and Jessica Shortt Wolff Foundation

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:Issuing Agent: **Tallgrass Title**Issuing Office: **625 Lincoln Ave, Wamego, KS 66547**Issuing Office's ALTA Registry ID: **1211130**

Loan ID Number:

Commitment Number: **EE2510824-2**Property Address: **00000 HWY 24, 00000 Lost Creek Rd, Belvue, KS 66407****SCHEDULE A****1. Commitment Date:**

09/25/2025 at 08:00 AM

2. Policy to be issued:

ALTA Owners 2021

TBD

Proposed Insured:

The estate or interest to be insured: Fee Simple

ALTA Lender's 2021

TBD

Proposed Insured:

TBD, ITS SUCCESSORS AND/OR ASSIGNS

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

Charles Jr. Wolff and Jessica Shortt Wolff Foundation

5. The Land is described as follows:

Southeast Quarter of Section 34, Township 9 South, Range 11 East of the 6th P.M., in Pottawatomie County, Kansas, less the following:

LESS that part thereof conveyed to the City of Belvue in Deed Book 428, Page 234, described as: Commencing at the South Quarter corner of said Section 34, thence along the West line of the Southeast Quarter of said Section 34 North 0°03'37" East 236.10 feet (North 0°03'37" East being an assumed bearing) to a Northeast corner of a "City of Belvue" tract, as described on Page 398 of Book 134 at the Pottawatomie County Register of Deeds, thence along a Northerly line of said "City of Belvue" tract North 88°59'28" East 757.00 feet to the point of beginning, thence continuing along a Northerly line of said "City of Belvue" tract North 88°59'28" East 265.00 feet, thence along a Westerly line of said "City of Belvue"

tract North 1°00'32" West 625 feet to the Northwest corner of said "City of Belvue" tract, being the center of a drainage ditch, thence along the center of said drainage ditch North 45°59'04" West 374.93 feet; thence South 1°00'32" East 890.23 feet to the point of the beginning.

LESS that part thereof conveyed to the City of Belvue in Deed Book 134, Page 398, described as: Beginning; on the North right-of-way line of the Union Pacific railroad at the West line of the Southeast Quarter of Section 34 , Township 9 South, Range 11 East of the 6th P.M., Pottawatomie County, Kansas, and running thence North 30 feet thence East 1022 feet parallel with said right-of-way line; thence North making an angle of 90° with said right-of-way line a distance of 625 feet, more or less, to the center of a drainage ditch; thence Southeasterly along the center line of said drainage ditch to the North right-of-way

line of said railroad; thence West 1677 feet, more or less, to the place of beginning, excepting therefrom any drainage right-of-way along the Northeast side

LESS that part taken for Union Pacific Railroad right-of-way, U.S. 24 Highway right of way and that part being taken or conveyed for Belvue Drainage District

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
2. **Pay the agreed amount for the estate or interest to be insured.**
3. **Pay the premiums, fees, and charges for the Policy to the Company.**
4. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**
5. Payment of all real estate taxes through and including those for the year 2024.
The following is provided for information purposes only:
Current Tax Status: PAID
Tax Year: 2024
Tax ID: 258-34-0-00-00-015.00-0
Tax Amount: \$2,985.60
Taxes for the year 2024 are paid.
6. Payment of all real estate taxes through and including those for the year 2024.
The following is provided for information purposes only:
Current Tax Status: PAID
Tax Year: 2024
Tax ID: 258-34-0-00-00-016.00-0
Tax Amount: \$8.30
Taxes for the year 2024 are paid.
7. Payment of all real estate taxes through and including those for the year 2024.
The following is provided for information purposes only:
Current Tax Status: PAID
Tax Year: 2024
Tax ID: 258-34-0-00-00-012.00-0
Tax Amount: \$446.56
Taxes for the year 2024 are paid.

SCHEDULE B, PART II—Exceptions

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
- 2. Right or claims of parties in possession not shown by the Public Records.**
- 3. Easements, or claims of easements, not shown by the Public Records.**
- 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.**
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.**
7. Easement to Belvue Drainage District as filed for record on JANUARY 09, 1918 at 08:00 AM in Book 66 at Page [533](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.
8. Grant of Right of Way to the Kansas Power & Light Company as filed for record on SEPTEMBER 17, 1980 at 09:15 AM in Book 187 at Page [298](#) in the Office of the Register of Deeds, POTTAWATOMIE County, Kansas.

ALTA COMMITMENT FOR TITLE INSURANCE**issued by
Westcor****NOTICE**

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

WESTCOR LAND TITLE INSURANCE COMPANY

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

**Issuing Agent: Tallgrass
Title**

[Signature]
Authorized Office or Agent

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Deed Record, No. 66.

Copy.

COMMISSIONER'S REPORT.

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WHEREAS, On the 24th day of September, 1917, the Honorable Robert G. Heizer, Judge of the District Court of Pottawatomie County, Kansas, on the written application of the Board of Directors of the Belvue Drainage District, Pottawatomie County, Kansas, did appoint, in writing, us, the undersigned, commissioners to make appraisal and assessment of damages for certain portions of the right-of-way of land of the Union Pacific Railroad Company and certain lands of private owners within said drainage district, and situate in Pottawatomie County, Kansas, the appropriation of all of which said Railroad right-of-way and tracts of private land was by the order of said Board of Directors declared necessary for the use of said drainage district for right-of-way in widening, deepening and otherwise improving certain natural water courses, i. e., Lost Creek and Welch Creek, and for the construction of a certain surface relief drainage ditch and levees, canals, drains and other works of improvement, all within said drainage district and all to be done as proposed and set forth in the report of the Engineer of said drainage district returned and filed, with all plans and specifications, in the office of the Secretary of and approved by said Board of Directors on June 18, 1917, which said application and appointment have been duly recorded in the office of the Register of Deeds of said Pottawatomie County, Kansas, as by law provided, and

WHEREAS, By such appointment and according to law we, the undersigned commissioners, are required to embody our doings and proceedings in a written report and file the same in the office of the County Clerk of said Pottawatomie County, Kansas:

NOW, THEREFORE, We, the undersigned, acting as such commissioners, so appointed as aforesaid, make this our report as follows, to-wit:

That prior to entering upon the discharge of our duties we duly qualified by each taking and subscribing an oath, in writing, to honestly and faithfully discharge our duties as such commissioners, which said respective oaths are now on file in the office of the Secretary of the Board of Directors of said drainage district.

That we also, before proceeding in the performance of the duties imposed upon us in respect to the appraisal and assessment of damages for right-of-way purposes of said Railroad right-of-way and private lands, gave ten days' notice, in writing, of the time and place when and where such appraisal and assessment would be made by one publication in The Wamego Times, a weekly newspaper published in and of general circulation in said County of Pottawatomie, which said notice, together with proof of publication thereof, is also filed in the office of the Secretary of the Board of Directors of said drainage district.

And that thereafter, in pursuance of said notice, on the 20th day of November, 1917, at 9 O'clock A. M., at the Northwest Corner of Section eleven, Township ten, Range eleven, in Pottawatomie County, Kansas, and within said drainage district, the time and place designated in said notice, we, as such commissioners, met and then and there commenced with and proceeded in the performance of the duties imposed upon us and as by law provided to appraise the value of said Railroad right-of-way and private lands appropriated and taken and to assess the other damages done to the owners of the property respectively by such appropriation, as by law provided, and that we continued and proceeded with such appraisal and assessment, adjourning from time to time as was necessary and deemed convenient, until our duties were fully completed in respect to the appropriation and appraisal and assessment of damages for right-of-way purposes of all of said Railroad right-of-way and private lands, all of which proceedings are fully shown by a schedule attached hereto, marked "A" and made a part hereof. The said schedule "A" shows, as indicated thereon, an accurate

Deed Record, No. 66.

description of the Railroad right-of-way and private lands set off and appropriated for drainage right-of-way purposes as aforesaid; the name of each owner, if known; the value of such respective portions of Railroad right-of-way and private lands taken; and the amount of all other damages done to and sustained by the owners of the property respectively by such appropriation. And as further indicated on said schedule we appraised each owner's interest and assessed his damages separately if his title could be ascertained from the public records in the office of the Register of Deeds and distinctly specified the point and right-of-way where such drainage improvements cross the right-of-way of said Union Pacific Railroad Company.

And having fully completed the performance of our duties in the matter of our said appointment and in respect to the appropriation and appraisal and assessment of damages of all of said Railroad right-of-way and private lands for drainage right-of-way purposes as aforesaid, we now make this our report of our proceedings and subscribe our names hereto, this 28th day of November, 1917.

Commissioners.

Henry Ferguson
Edward Regnier
Lyman Ault

SCHEDULE "A".

Description of land appropriated.	Name of Owner.	Value of land taken.	Other damages sustained by reason of appropriation.	Total value and damages.
A tract of land commencing at the northwest corner of Sec. 11, Twp. 10, R. 11, running thence South to the Kansas River, thence east 30 feet, thence north to the north line of said Section, and thence west 30 feet to the place of beginning, containing 1.8 acres, more or less.	C. H. and Albert Dolph.	\$1.00		\$1.00
-2-				
Also, a tract of land commencing at the northeast corner of Sec. 10, Twp. 10, R. 11, running thence west 30 feet, thence south to the Kansas River, thence east 30 feet, and thence north to the place of beginning, containing 1.8 acres, more or less.	H. Pessemier.	\$1.00		\$1.00
-3-				
Also, a tract of land commencing at the southeast corner of Sec. 3, Twp. 10, R. 11, running thence north along the east line of said section 3480 feet, thence west 75 feet, thence south parallel to said section line 3480 feet, and thence east 75 feet to the place of beginning, containing 5.9 acres, more or less.	H. E. Shortt.	\$449.00	\$1.00	\$450.00
-4-				
Also, a tract of land commencing at the southwest corner of the southwest quarter of Sec. 2, Twp. 10, R. 11, running thence north 2640 feet to the northwest corner of said quarter section, thence east 75 feet, thence south parallel to the west line of said Section 2640 feet, and thence west 75 feet to the place of beginning, containing 4.55 acres, more or less.	J. W. Everett.	\$330.50	\$1.00	\$331.50

Deed Record, No. 66.

-5-

Also a tract of land commencing at the southwest corner of the northwest quarter of Sec. 2, Twp. 10, R. 11, running thence north 750 feet, thence east 75 feet, thence south 750 feet, and thence west 75 feet to the place of beginning, containing 1.3 acres, more or less.

P. C. Young \$84.00 \$1.00 \$85.00 ✓

-6-

Also a tract of land commencing at a point 750 feet north and 65 feet east of the Southwest corner of the northwest quarter of Sec. 2, Twp. 10, R. 11, running thence north 1690 feet, thence west 130 feet, thence south 1160 feet, thence east 65 feet, thence south 530 feet, and thence east 65 feet to the place of beginning, containing 4.25 acres, more or less.

P. C. Young \$480.00 \$1000.00 \$1480.00 ✓

-7-

Also a tract of land commencing at a point on the west line of Sec. 2, Twp. 10, R. 11, and 750 feet north of the southwest corner of the northwest quarter of said Section, running thence north 490 feet, thence west 75 feet, thence south 490 feet, and thence east 75 feet to the place of beginning, containing .8 acres, more or less.

H. E. Shortt \$60.00 \$1.00 \$61.00 ✓

-8-

Also a tract of land commencing at the intersection of the west line of Sec. 2, Twp. 10, R. 11, and the south fence line of the Union Pacific Railroad Company's right of-way as now fenced, running thence east 65 feet, thence south 150 feet, thence west 130 feet, thence north 150 feet, and thence east to the place of beginning, containing .45 acres, more or less.

Owner unknown. \$20.00 \$20.00 ✓

-9-

Also a tract of land commencing at the point of intersection of the north line of the Union Pacific Railroad Company's right of-way, as now fenced, with the east line of Sec. 34, Twp. 9, R. 11, running thence west 65 feet, thence south 100 feet, thence east 130 feet, thence north 100 feet, and thence west 65 feet to place of beginning, containing .30 acres, more or less.

Union Pacific Railroad Company. \$20.00 \$20.00 ✓

-10-

Also a tract of land commencing at the intersection of the east line of Sec. 34, Twp. 9, R. 11, and the north fence line of the Union Pacific Railroad Company's right of-way, as now fenced, running thence west 65 feet, thence north 150 feet, thence east 130 feet, thence south 150 feet, and thence west to the place of beginning, containing .45 acres, more or less.

Owner unknown \$30.00 \$30.00 ✓

-11-

Also a tract of land commencing at a point on the east line of Sec. 34, Twp. 9, R. 11, and 200 feet north of the center of the Union Pacific Railroad Company's track, running thence north along said east line to a point 200 feet south of the east and west quarter line of said Sec. 34, thence northwesterly to a point 40 feet west of the east line of said Sec. 34, thence west 130 feet, thence southeasterly to a point which is 425 feet south and 65 feet west of the northeast corner of the southeast quarter of said Sec. 34, thence south parallel to the east line of said Sec. 34, to a point 200 feet north of the center of the Union Pacific Railroad Company's track, and thence east 65 feet to the place of beginning, containing 3.81 acres, more or less.

H. E. Shortt. \$390.00 \$1.00 \$391.00 ✓

Deed Record, No. 66.

Also a tract of land commencing at a point on the west line of Sec. 35, Twp. 9, R. 11, and 200 feet north of the center of the Union Pacific Railroad Company's track; running thence north 2200 feet, thence southeasterly to a point which is 65 feet east and 850 feet south of the northwest corner of the southwest quarter of Sec. 35, thence south parallel with the Section line to a point 200 feet north of the center of the Union Pacific Railroad Company's track; and thence west to the place of beginning, containing 2.75 acres, more or less.

Heirs of J. D. Weeks, deceased. \$255.00 \$1.00 \$256.00

Also a tract of land 37½ feet on each side of the following described line, commencing in the center line of the present channel of Lost Creek and its intersection with the south line of the northeast quarter of Sec. 34, Twp. 9, R. 11, running thence up stream following the meanderings of said stream to its intersection with the west line of the east half of the northeast quarter of Sec. 34, containing 2.93 acres, more or less.

E. F. Case \$290.00 \$290.00

Also a tract of land 37½ feet on each side of the following described line, beginning in the center of Lost Creek channel at a point 800 feet south of the east and west line of Section 27, Twp. 9, R. 11, running thence southeasterly to the center of the present channel of Lost Creek at a point 1250 feet south and 75 feet east of the center of said Sec. 27, containing .78 of an acre, more or less.

J. M. Shortt \$93.75 \$31.25 \$125.00

Also a tract of land 20 feet on each side of the following described line, commencing in the center of the junction of the east and west branches of Lost Creek in the southwest quarter of the northeast quarter of Sec. 27, Twp. 9, R. 11, running thence northeasterly to the north line of said southwest quarter of the northeast quarter containing .20 acres, more or less.

Elmer E. Estep \$10.00 \$1.00 \$11.00

Also a tract of land 20 feet on each side of the following described line, commencing on the south line of the northwest quarter of the northeast quarter of Sec. 27, Twp. 9, R. 11, and the east branch of Lost Creek, running thence northeasterly to the north line of the northwest quarter of the northeast quarter of said Sec. 27, and its intersection of said branch of Lost Creek, containing 1.50 acres, more or less.

George Arnold \$10.00 \$1.00 \$11.00

Also a tract of land commencing at a point 680 feet north of the southeast corner of the north half of the northwest quarter of Sec. 35, Twp. 9, R. 11, running thence south westerly to the center of present channel of Welch Creek 180 feet north of the south line of the north half of the northwest quarter of said Sec. 35, thence southeasterly at right angles of first course 40 feet, thence northwesterly parallel to first course to the north and south quarter line of said Sec. 35, thence north to the place of beginning, containing .69 acres, more or less; also beginning at a point in the present channel of Welch Creek 550 feet west of the north and south quarter line of Sec. 35, Twp. 9, R. 11, said point being 170 feet north of the south line of the north half of the northwest quarter of said Sec. 35, running thence east 40 feet, thence south 170 feet, thence west 80 feet, thence north 170 feet, and thence east 40 feet to the place of beginning, containing .31 acres, more or less.

J. L. Welch \$95.00 \$105.00 \$200.00

Deed Record, No. 66.

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+ -18-
Also a tract of land commencing in the present channel of Welch Creek with its intersection with the north line of the south half of the northwest quarter of Sec. 35, Twp. 9, R. 11, 500 feet west of the east line of said northwest quarter, running thence west 40 feet, thence south to the south line of the south half of said quarter, thence east 80 feet, thence north to the north line of the south half of said quarter, and thence west 40 feet to point of beginning, containing 2.43 acres, more or less.

R. F. Case. \$247.00 \$112.50 \$359.50 ✓

+ -19-
Also a tract of land commencing in the center of an old ditch with the intersection of the north line of the southwest quarter of Sec. 35, Twp. 9, R. 11, running thence west 40 feet, thence south 2400 feet, thence east 80 feet, thence north parallel to first course to the north line of the southwest quarter of said Sec. 35, and thence west 40 feet to the place of beginning, containing 4.42 acres, more or less.

G. A. Kline \$331.50 \$112.50 \$444.00 ✓

+ -20- ✓
Also a tract of land commencing at the point of intersection of the center line of Welch Creek and the north fence line of the Union Pacific Railroad Company's right-of-way, as now fenced, in the southwest quarter of Sec. 35, Twp. 9, R. 11, running thence west 40 feet, thence north 150 feet, thence east 80 feet, thence south 150 feet, and thence west 40 feet to the place of beginning, containing .26 acres, more or less.

Owner unknown. \$20.00 \$20.00 ✓

+ -21- ✓
Also a tract of land beginning on the north line of the Union Pacific Railroad Company's right-of-way, as now fenced, in the southwest quarter of Sec. 35, Twp. 9, R. 11, 50 feet north of the center of the bridge 96 A, running thence east 40 feet, thence south 100 feet, thence west 80 feet, thence north 100 feet, and thence east 40 feet to point of beginning, containing .17 acres, more or less.

Union Pacific Railroad Company. \$5.00 \$5.00 ✓

+ -22- ✓
Also a tract of land commencing at a point in the present channel of Welch Creek in the northwest quarter of Sec. 2, Twp. 10, R. 11, and the south fence line of the Union Pacific Railroad Company's right-of-way, as now fenced, running thence west 40 feet, thence south 150 feet, thence east 80 feet, thence north 150 feet, and thence west 40 feet to the place of beginning, containing .26 acres, more or less.

Owner unknown. \$5.00 \$5.00 ✓

+ -23- ✓
Also a tract of land in the northwest quarter of Sec. 2, Twp. 10, R. 11, 40 feet on each side of the following described line commencing at a point 200 feet south of the Union Pacific Railroad Company's track and the center of said Company's bridge over Welch Creek, running thence southerly to the point of intersection of the present channel of Lost Creek and the east and west quarter line of said Sec. 2, containing 4.69 acres more or less.

P. C. Young. \$450.00 \$1.00 \$451.00 ✓

+ -24- ✓
Also a strip of land 40 feet on each side of the center of the present Lost Creek channel in the southwest quarter of Sec. 2, Twp. 10, R. 11, containing 1.66 acres, more or less.

J. W. Everett. \$60.00 \$5.00 \$65.00 ✓

+ -25- ✓
Also a strip of land 40 feet on each side of the center of the present channel of Lost Creek through the southeast quarter of Sec. 2, Twp. 10, R. 11, containing 5.52 acres, more or less.

H. Pessamier \$206.00 \$1.00 \$207.00 ✓

+ -26- ✓
Also a strip of land 40 feet on each side of the center of the present Lost Creek channel in the northeast quarter of Sec. 11, Twp. 10, R. 11, containing .92 acres, more or less.

H. Pessamier \$36.00 \$1.00 \$36.00 ✓

Deed Record, No. 66.

Also a tract of land in the northeast quarter of Sec. 3, Twp. 10, R. 11, commencing at a point 1200 feet south and 75 feet west of the northeast corner of said Sec. 3, running thence northwesterly 1530 feet more or less to a point which is 750 feet west of the northeast corner of said Sec. 3 and 200 feet south of the center of the Union Pacific Railroad Company's track, thence easterly at right angles 40 feet, thence southeasterly parallel to the first course 1530 feet more or less, and thence westerly at right angles 40 feet to the place of beginning, containing 1.40 acres, more or less.

P. O. Young

\$120.00

\$120.00<

Also a tract of land in the northeast quarter of Sec. 3, Twp. 10, R. 11, commencing at a point 1600 feet south and 75 feet west of the northeast corner of said Section 3, running thence northwesterly 1530 feet more or less to a point 750 feet west of the northeast corner of said Sec. 3 and 200 feet south of the center of the Union Pacific Railroad Company's track, thence westerly at right angles 40 feet, thence southeasterly 1530 feet parallel to the first course, and thence to the point of beginning, containing 1.40 acres, more or less.

H. E. Shortt

\$120.00

\$120.00<

Also a tract of land in the northeast quarter of Sec. 3, Twp. 10, R. 11, commencing at a point 750 feet west of the northeast corner of said Sec. 3 and 200 feet south of the center of the Union Pacific Railroad Company's track, running thence west 40 feet thence north 150 feet, thence east 80 feet, thence south 150 feet, and thence west to the place of beginning, containing .26 acres, more or less.

Owner unknown.

\$5.00

\$5.00<

Also a tract of land 80 feet in width across the Union Pacific Railroad Company's right-of-way, as now fenced, the center of said tract to be in the center of the steel bridge of said Company 800 feet more or less west of east line of Sec. 34, Twp. 9, R. 11.

Union Pacific
Railroad
Company

\$5.00

\$5.00✓

Also a tract of land 40 feet on each side of the following described line in Sec. 34, Twp. 9, R. 11, commencing 855 feet west of the east line of said Sec. 34, and 50 feet north of the center of the Union Pacific Railroad Company's tracks, and running thence northwesterly to a point 980 feet west of the east line of said Sec. 34, and 200 feet north of the center of the Union Pacific Railroad Company's track, containing .26 acres, more or less.

Owner unknown

\$20.00

\$20.00✓

Also a tract of land in Sec. 34, Twp. 9, R. 11, 40 feet on each side of the following described line, commencing at a point 600 feet south and 40 feet east of the center of said Sec. 34, and running thence southeasterly to a point 980 feet west of the east line of said Sec. 34, and 200 feet north of the center of the Union Pacific Railroad Company's track, containing 4.14 acres, more or less.

H. E. Shortt

\$312.00

\$1.00

\$312.00<

Also a tract of land commencing at the center of Sec. 34, Twp. 9, R. 11, running thence south along the quarter section line 600 feet, thence east 40 feet, thence north parallel to said quarter section line 600 feet, and thence west 40 feet to place of beginning, containing .50 acres, more or less.

H. E. Shortt

\$45.00

\$1.00

\$45.00✓

Deed Record, No. 66.

-34-

Also a strip of land along the east line of the southwest quarter of Sec.34, Twp.9, R.11, and beginning at the center of said Sec.34, running thence south 528 feet, thence west 40 feet, thence north 528 feet to the east and west quarter line of said Sec.34, and thence east 40 feet to the place of beginning, containing .48 acres, more or less.

J. M. Shortt

\$45.00

\$1.00

\$46.00 ✓

-35-

Also .15 of an acre of the J. M. Huston tract along the east line of the southwest quarter of Sec.34, Twp.9, R.11.

J. M. Huston

\$20.00

\$1.00

\$21.00 ✓

-36-

Also a tract of land commencing at the center of Sec.34, Twp.9, R.11, running thence in a northwesterly direction 2918 feet to a point 285 feet east of the northwest corner of the east half of the northwest quarter of said Sec.34, thence west 75 feet, thence in a southeasterly direction 2918 feet, and thence east 75 feet to the place of beginning, containing 5.03 acres, more or less.

R. W. Weeks

\$370.00

\$1.00

\$371.00 ✓

-37-

Also a tract of land commencing at a point 285 feet east of the southwest corner of the east half of the southwest quarter of Sec.27, Twp.9, R.11, running thence in a northwesterly direction 248 feet to a point 189 feet north of the southwest corner of the east half of the southwest quarter of said Sec.27, thence south 75 feet, thence in a southeasterly direction 192 feet, and thence east 75 feet to the place of beginning, containing .37 acres, more or less.

John Evans and

\$25.00

\$5.00

\$30.00 ✓

E. L. Evans

-38-

Also a tract of land commencing at a point 189 feet north of the southeast corner of the west half of the southwest quarter of Sec.27, Twp.9, R.11, running thence in a westerly direction 1394 feet to a point 487 feet north of the southwest corner of the southwest quarter of Sec.27, thence south 75 feet, thence in an easterly direction 1394 feet, and thence north 75 feet to the place of beginning, containing 2.40 acres, more or less.

R. W. Weeks.

\$110.00

\$100.00

\$210.00 ✓

-39-

Also a tract of land commencing at a point 487 feet north of the southeast corner of the southeast quarter of Sec.28, Twp.9, R.11, running thence in a westerly direction 1460 feet to a point 237 feet north of the southwest corner of the east half of the southeast quarter of said Sec.28, thence south 75 feet, thence in an easterly direction 1460 feet, thence north 75 feet to the place of beginning, containing 2.51 acres more or less.

J. M. St. John

\$95.00

\$100.00

\$195.00 ✓

-40-

And also a tract of land commencing at a point 237 feet north of the southeast corner of the west half of the southeast quarter of Sec.28, Twp.9, R.11, running thence west 1320 feet to a point 284 feet north of the southwest corner of the southeast quarter of Sec.28, thence south 75 feet, thence east 1320 feet, and thence north 75 feet to the place of beginning. Also a strip of land beginning at the intersection of the south line of Sec.28, Twp.9, R.11, and the east line of the public highway, running thence north 209 feet, thence east 50 feet, thence south 209 feet, and thence west 50 feet to the place of beginning, containing .23 acres, more or less.

Pius Voelker

\$95.00

\$1.00

\$96.00 ✓

Deed Record, No. 66.

CERTIFICATE OF COPY.

540
The State of Kansas,)
Pottawatomie County,) ss.

I, the undersigned, County Clerk of Pottawatomie County, Kansas, hereby certify the foregoing to be a full, true and complete copy of the Commissioner's Report in respect to the appropriation of certain portions of railroad right-of-way and private lands for drainage right-of-way purposes by The Belvue Drainage District, Pottawatomie County, Kansas, as the same remains on file in my office.

Witness my hand and the seal of my office, this 28th day of November, 1917.

(SEAL)

J. B. Claywell,
County Clerk of Pottawatomie County, Kansas.

Filed for record the 9th day of January 1918 at 8 o'clock A. M.

Ruth E. Haterius

Register of Deeds.

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s) do hereby grant, convey and warrant unto the said THE KANSAS POWER and LIGHT COMPANY (Grantee), its successors, assigns and lessees the right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove electric transmission and distribution lines, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors and other equipment appurtenant thereto for the transmission and distribution of electric energy in, upon, across and over certain lands owned by Grantor situated in Pottawatomie County, State of Kansas and described as follows:

East One-Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 34,
Township 9 South, Range 11 East of the 6th P.M., Pottawatomie County,
Kansas,

STATE OF KANSAS
POTTAWATOMIE COUNTY SS

This instrument was filed for record
on the 17th day of September

A.D. 1980 at 9:15 o'clock A.M.

and duly recorded in book 187

page 298 together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line together with the right of ingress to and egress from such lands of Grantor(s) for, and the right to trim and remove such trees, branches, shrubs, bushes, buildings, and other obstacles as may interfere with, the safe, proper and expeditious erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line or any part thereof. Said electric transmission lines shall be located upon said lands approximately as follows:

Said "H" frame electric line to enter 60 feet West of the Northeast corner of the above described property, thence proceed Southwesterly, leaving 125 feet West of the Southeast corner of said Section 34.

Grantee shall repair any physical damage to property of Grantor(s), or pay any substantial damages on account of physical injury to property of Grantor(s) by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor(s) and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them shall be conclusive as to the facts. Grantor(s) agree not to construct, or cause to be constructed, any building or other structure directly beneath said lines or within 75 feet of the center lines of said lines.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this 24th day of July, 1980

THE FIRST NATIONAL BANK OF TOPEKA

By: Norman D. White, Assistant Vice President and Trust Real Estate Officer
STATE OF KANSAS

COUNTY OF SHAWNEE SS.

Donald J. Horttor
Michael J. Grady
TRUSTEES OF THE CHARLES WOLFF, JR.
AND JESSICA SHORTT WOLFF FOUNDATION

Donald J. Horttor and
Michael J. Grady

the undersigned do hereby certify that they are subscribed to the foregoing instrument, personally known to me to be the same person(s) whose name(s) ~~XXXX~~ are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument to their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24th day of July, A.D. 1980

My Commission Expires July 9, 1984 Marilyn Heckman
Notary Public Marilyn Heckman

STATE OF KANSAS)
COUNTY OF SHAWNEE) SS

On this 24th day of July, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Norman D. White, Assistant Vice President and Trust Real Estate Officer of The First National Bank of Topeka, a national banking association organized and existing under and by virtue of the laws of the United States of America, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said Bank, as Trustee, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

WITNESS my hand and seal the day and year last above written.

My Appointment Expires:

Donna D. Hubert
Notary Public DONNA D. HUBERT