

BIDDER PACKET INFORMATION



PROPERTY ADDRESS:

**228 +/- Acres Pottawatomie Co, KS
14885 N 1st St., Westmoreland, KS 66549
SELLING IN 5 TRACTS**

AUCTION DATE & TIME: September 10th, 11:00am

AUCTION LOCATION: Westmoreland Community Center

ONLINE BIDDING: gavelroads.com

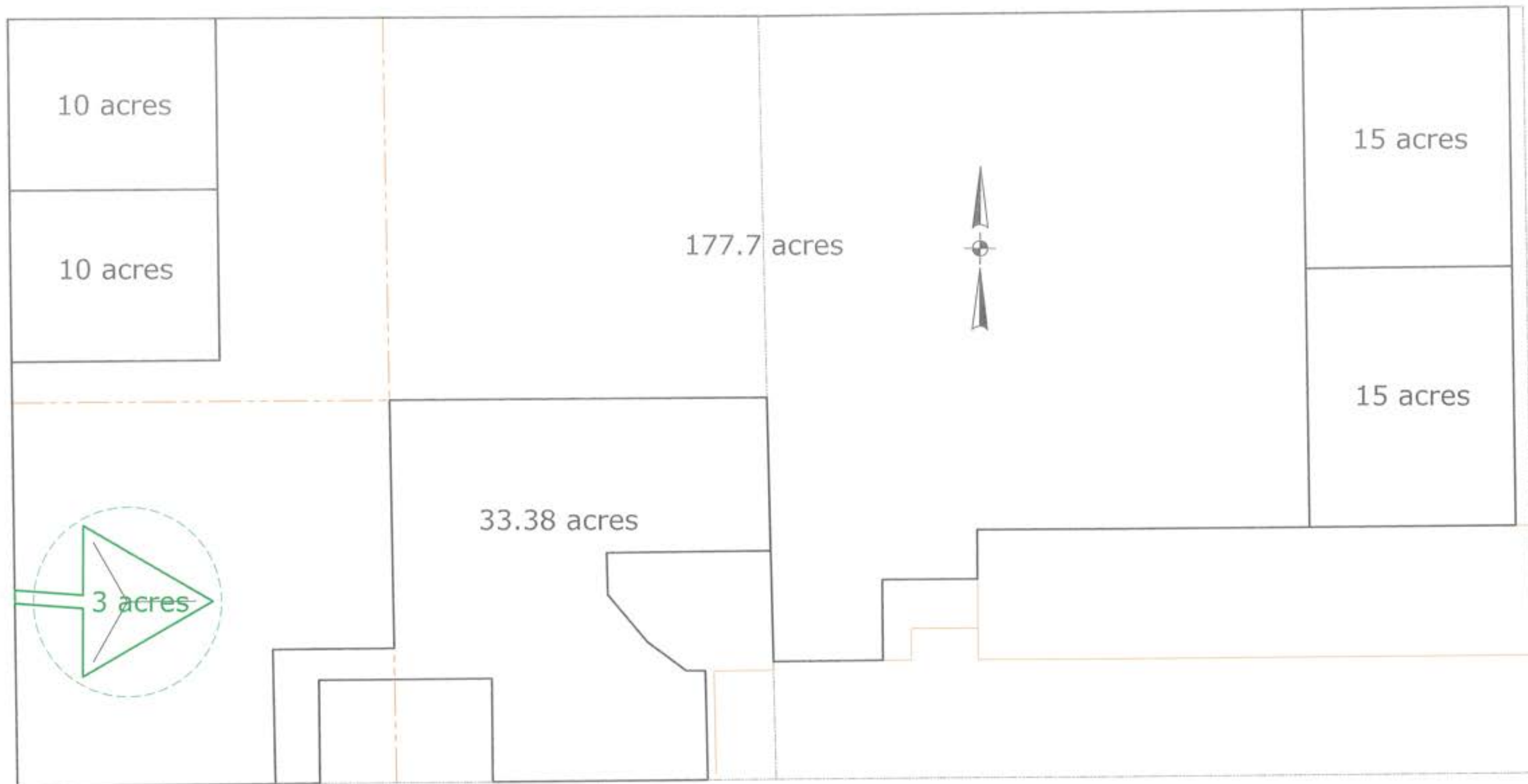
Listing Agent: Lori Rogge, Broker & Auctioneer, 785-556-7162

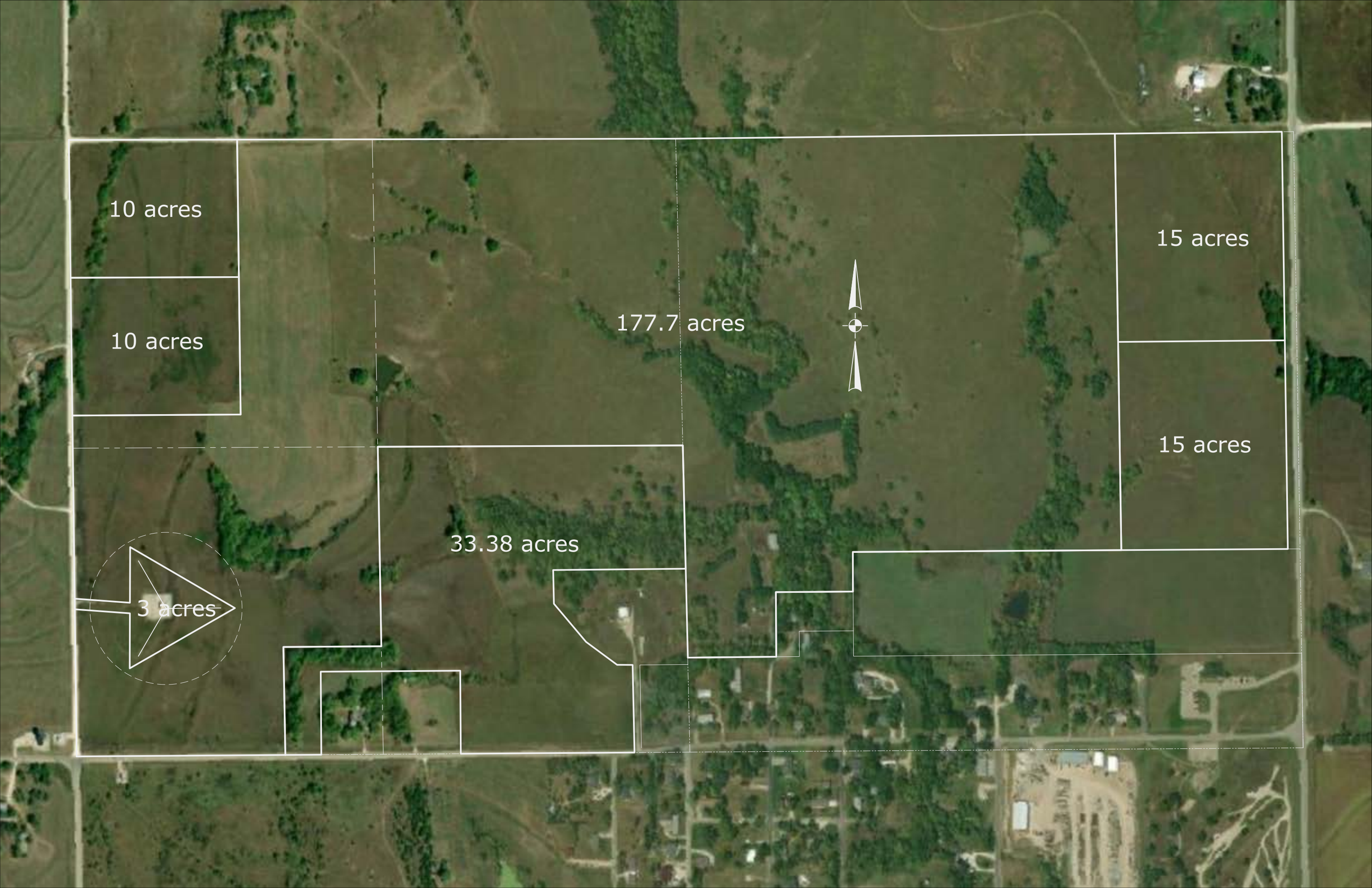


BIDDER PACKET INFORMATION

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- Survey Sketch & Aerial Map
- Property Spec Sheets
- Seller's Disclosure
- Title Commitment (preliminary) & easements/records
- Soil Survey
- FSA
- CRP Contract & Termination
- BRRETA Disclosure





10 acres

10 acres

177.7 acres

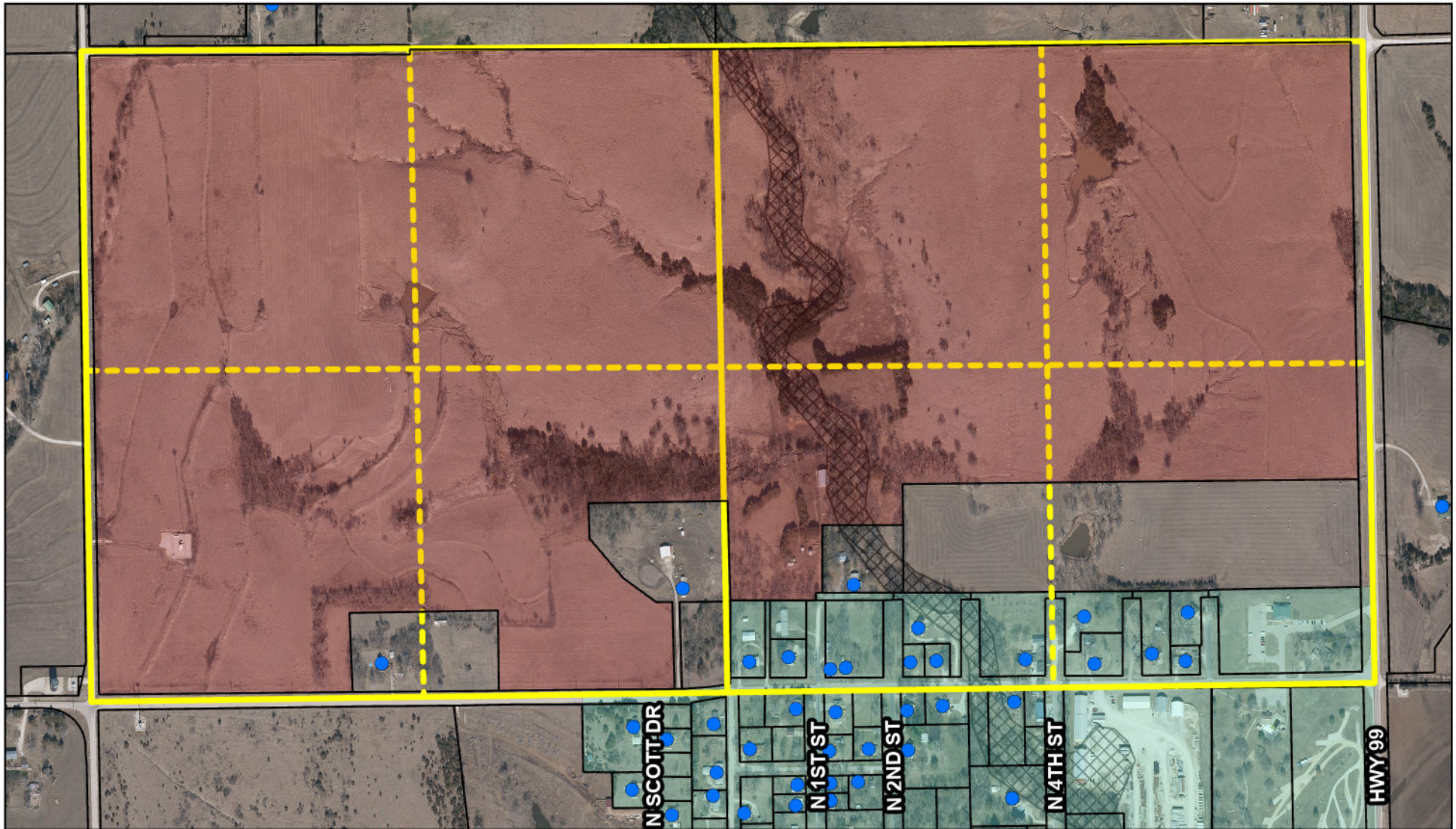
15 acres

15 acres

33.38 acres

3 acres





Parcel lines shown are for reference only. Not for survey purposes.

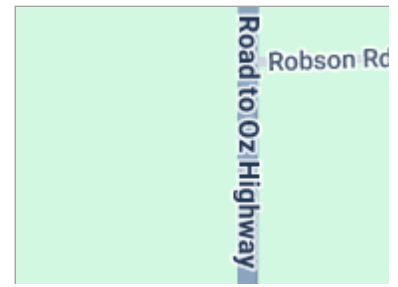
Tract in the N1/2 of Section 33, Township 7, Range 9 Pottawatomie County, KS

The solid yellow lines outline the Quarter-Sections. The dashed yellow lines divide the Quarter-Sections into Quarter-Quarter Sections. The red shaded area is the subject property. All lines shown are approximate. a survey would be needed to verify the exact locations. The blue dots are existing dwellings. Cross-hatched area is the 1% annual chance flood area (100 year floodplain). Current County regulations allow 2 dwellings in each Quarter-Quarter Section by right (not including those in the city). To place more than 2 dwellings in a Quarter-Quarter Section would require approval of a zoning change to a residential zoning, and the submittal / approval of a subdivision plat. It would also require direct access onto a paved road. A paved internal road may be required to access all the lots.

MLS BIDDER PACKET



Status AUCTION
Class LAND
MLS # 20262115
Type Acreage
County Pottawatomie
Address 14885 N 1st Street
Address 2 Tract 1
City Westmoreland
State KS
Zip 66549



LEGAL

Legal Tract of 15+/- acres in the N2 of 33-7-9E, Legal description & survey upon completion of auction

GENERAL

Seller Legal Name	Carol E. Threewit Trust	School District	Rock Creek
General Taxes	\$145.35	Total Taxes	\$145.35
Apx Total Acreage	15.00	Title Company	Charlson & Wilson

FEATURES

TYPE PROPERTY Agriculture/Livestock	LAND DESCRIPTION Rolling	FINANCING Cash	FLOOD ZONE/INSURANCE Not Required
PRESENT USE Cattle Pasture	FENCING Barbed/Smooth Wire	Conventional Farm Credit	POSSESSION At Closing
OUTBUILDINGS/IMPROVEMENTS None	MISCELLANEOUS Easement(s) Mineral Rights Included Water Rights Included		

PROPERTY DESC. (PUBLIC)

Property Desc. (Public) LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thur., Sept. 10, 11:00 AM at Westmoreland Community Center, 201 Main St, Westmoreland, KS. Online Bidding at gavelroads.com. Opportunity to purchase 228± acres. 15± acre parcel with paved frontage along Highway 99, offering potential for rural residential homesites, future development, or a subdivision. 3± acre cell tower parcel & 33± acres will remain with the family. Buyers are encouraged to contact Pott County Planning & Zoning, Pott County Environmental Health, City of Westmoreland, Pott Co RWD #2 and KDOT to verify zoning, subdivision requirements, access, utilities, driveway permits, septic system requirements, and other development considerations for intended use. Owner of adjoining property to South indicated willingness to discuss granting easement for city utilities to serve Tracts 1 & 2. Any easement or utility agreement would be subject to negotiation between purchaser adjoining landowner & not guaranteed by seller.

AUCTION

Auction Website	http://genefrancis.com	Auction Online Bidding Platform	gavelroads.com
Auction Date	9/10/2026	Auction Time	11:00 AM CST
Auction Location	Westmoreland Community Center, Westmoreland KS	Auction Method	Hybrid
Auction Type	Absolute	Buyer Premium	No

TERMS OF SALE

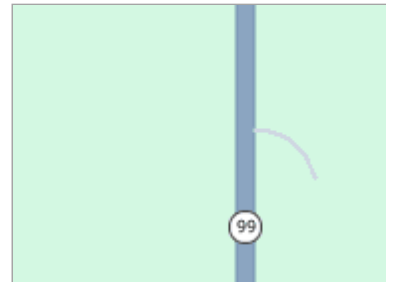
Auction Terms Offered as a multi parcel auction in 5 tracts, allowing buyers opportunity to purchase individual tracts, combinations, or entire property. Whichever combination of bids brings highest overall price will be accepted. \$10,000 nonrefundable Earnest Money required for each tract & shall be paid day of auction with balance due on or before 10/12/2026. Property selling in "as is" condition & accepted by Buyer without any expressed or implied warranties. Buyer's responsibility to have any & all inspections completed prior to bidding. Selling subject to easements, restrictions, roadways, and right of ways. Final surveys & legal descriptions completed by Seller after auction. Buyer & Seller split equally in cost of title insurance & closing fee. Bidding is not contingent upon financing. Financing to be arranged & approved before auction. Statements made on day of auction take precedence over all printed advertising & previously made oral statements.

ADDITIONAL PICTURES

MLS BIDDER PACKET



Status AUCTION
Class LAND
MLS # 20262119
Type Acreage
County Pottawatomie
Address 14885 N 1st Street
Address 2 Tract 2
City Westmoreland
State KS
Zip 66549



LEGAL

Legal Tract of 15+/- acres in the N2 of 33-7-9E, Legal description & survey upon completion of auction

GENERAL

Seller Legal Name	Carol E. Threewit Trust	School District	Rock Creek
General Taxes	\$145.35	Total Taxes	\$145.35
Apx Total Acreage	15.00	Title Company	Charlson & Wilson

FEATURES

TYPE PROPERTY Agriculture/Livestock	LAND DESCRIPTION Rolling	MISCELLANEOUS Easement(s)	FINANCING Cash
PRESENT USE Pasture	FENCING Barbed/Smooth Wire	Mineral Rights Included	Conventional
OUTBUILDINGS/IMPROVEMENTS None		Water Rights Included	Farm Credit
			POSSESSION At Closing

PROPERTY DESC. (PUBLIC)

Property Desc. (Public) LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thurs, Sept. 10, 11:00 AM at Westmoreland Community Center, Westmoreland, KS. Online Bidding at gavelroads.com. Opportunity to purchase 228± acres, 15± acre parcel with paved frontage along Highway 99, offering excellent potential for rural residential homesites, future development, or subdivision. 3± acre cell tower parcel and 33± acres remain with family is not included. Buyers encouraged to contact Pott County Planning & Zoning, Pott County Environmental Health, City of Westmoreland, Pott Co RWD #2 & KDOT to verify zoning, subdivision requirements, access, utilities, driveway permits, septic system requirements, & other development considerations for intended use. Owner of adjoining property to South indicated willingness to discuss granting easement for city utilities to serve Tracts 1 & 2. Any easement or utility agreement would be subject to negotiation between purchaser and adjoining landowner and is not guaranteed by seller.

AUCTION

Auction Website	http://genefrancis.com	Auction Online Bidding Platform	
Auction Date	9/10/2026	Auction Time	11:00 AM CST
Auction Location	Westmoreland Community Building, Westmoreland, KS	Auction Method	Hybrid
Auction Type	Absolute	Buyer Premium	No

TERMS OF SALE

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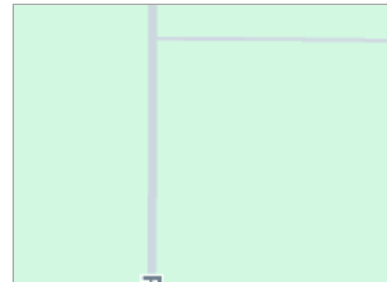
ADDITIONAL PICTURES



MLS BIDDER PACKET



Status AUCTION
Class LAND
MLS # 20262120
Type Acreage
County Pottawatomie
Address 14885 N 1st Street
Address 2 Tract 3
City Westmoreland
State KS
Zip 66549



LEGAL

Legal Tract of 10 +/-acres in the North Half of 33-7-9E, survey and legal description following auction.

GENERAL

Seller Legal Name	Carol E. Threewit Trust	School District	Rock Creek
General Taxes	\$96.60	Total Taxes	\$96.60
Apx Total Acreage	10.00	Title Company	Charlson & Wilson

FEATURES

TYPE PROPERTY Agriculture/Livestock	LAND DESCRIPTION Level	FINANCING Cash	FLOOD ZONE/INSURANCE Not Required
PRESENT USE Cattle Pasture	FENCING Barbed/Smooth Wire	Conventional Farm Credit	POSSESSION At Closing
OUTBUILDINGS/IMPROVEMENTS None	MISCELLANEOUS Easement(s) Mineral Rights Included Water Rights Included		

PROPERTY DESC. (PUBLIC)

Property Desc. (Public) LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thur., Sept. 10, 11:00 AM at Westmoreland Community Center, 201 Main St, Westmoreland, KS. Online Bidding at gavelroads.com. Opportunity to purchase 228± acres. 10± acre parcel, offering potential for rural residential homesites or development. 3± acre cell tower parcel & 33± acres will remain with the family. Buyers are encouraged to contact Pott County Planning & Zoning, Pott County Environmental Health, City of Westmoreland, Pott Co RWD #2 and KDOT to verify zoning, subdivision requirements, access, utilities, driveway permits, septic system requirements, and other development considerations for intended use.

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Auction Location	Westmoreland Community Center, Westmoreland, KS	Auction Method	Hybrid
Auction Type	Absolute	Buyer Premium	No

TERMS OF SALE

Auction Terms Offered as a multi parcel auction in 5 tracts, allowing buyers opportunity to purchase individual tracts, combinations, or entire property. Whichever combination of bids brings highest overall price will be accepted. \$10,000 nonrefundable Earnest Money required for each tract & shall be paid day of auction with balance due on or before 10/12/2026. Property selling in "as is" condition & accepted by Buyer without any expressed or implied warranties. Buyer's responsibility to have any & all inspections completed prior to bidding. Selling subject to easements, restrictions, roadways, and right of ways. Final surveys & legal descriptions completed by Seller after auction. Buyer & Seller split equally in cost of title insurance & closing fee. Bidding is not contingent upon financing. Financing to be arranged & approved before auction. Statements made on day of auction take precedence over all printed advertising & previously made oral statements.

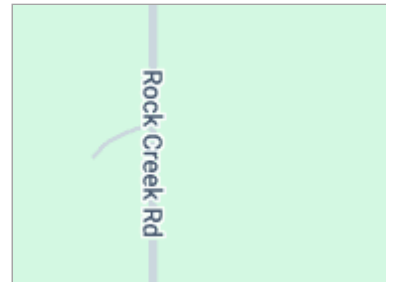
ADDITIONAL PICTURES



MLS BIDDER PACKET



Status AUCTION
Class LAND
MLS # 20262121
Type Acreage
County Pottawatomie
Address 14885 N 1st Street
Address 2 Tract 4
City Westmoreland
State KS
Zip 66549



LEGAL

Legal Tracts of 10 +/- acres in the North Half of 33-7-9E, survey and legal description following auction.

GENERAL

Seller Legal Name	Carol E. Threewit Trust	School District	Rock Creek
General Taxes	\$96.90	Total Taxes	\$96.90
Apx Total Acreage	10.00	Title Company	Charlson & Wilson

FEATURES

TYPE PROPERTY Agriculture/Livestock	LAND DESCRIPTION Level	FINANCING Cash	FLOOD ZONE/INSURANCE Not Required
PRESENT USE Cattle Pasture	FENCING Barbed/Smooth Wire	Conventional Farm Credit	POSSESSION At Closing
OUTBUILDINGS/IMPROVEMENTS None	MISCELLANEOUS Easement(s) Mineral Rights Included Water Rights Included		

PROPERTY DESC. (PUBLIC)

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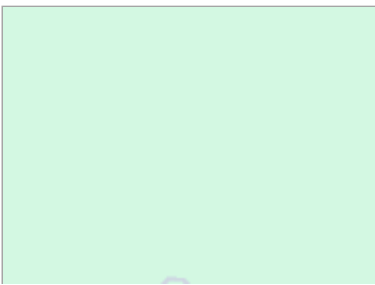
ADDITIONAL PICTURES



MLS BIDDER PACKET



Status AUCTION
Class LAND
MLS # 20262122
Type Acreage
County Pottawatomie
Address 14885 N 1st Street
Address 2 Tract 5
City Westmoreland
State KS
Zip 66549



LEGAL

Legal Tract of 178+/- acres in N2 of 33-7-9E, Final legal description & survey upon completion of auction

GENERAL

Seller Legal Name	Carol E. Threewit Trust	School District	Rock Creek
General Taxes	\$1,724.82	Total Taxes	\$1,724.82
Apx Total Acreage	178.00	Title Company	Charlson & Wilson

FEATURES

TYPE PROPERTY Agriculture/Livestock	LAND DESCRIPTION Rolling	FINANCING Cash	POSSESSION At Closing
PRESENT USE Cattle Hay Pasture	FENCING Barbed/Smooth Wire	Conventional Farm Credit	PONDS Two
OUTBUILDINGS/IMPROVEMENTS Mechanical Shed	MISCELLANEOUS Mineral Rights Included Water Rights Included	FLOOD ZONE/INSURANCE Not Required	

PROPERTY DESC. (PUBLIC)

Property Desc. (Public) LIVE & ONLINE MULTI PARCEL LAND AUCTION! Thur., Sept. 10, 11:00 AM at Westmoreland Community Center, 201 Main St, Westmoreland, KS. Online Bidding at gavelroads.com. Opportunity to purchase 228± acres. 178± acre agricultural and recreational parcel. Features two ponds, pasture, hay, timber and mechanical shed. 3± acre cell tower parcel & 33± acres will remain with the family. Buyers are encouraged to contact Pott County Planning & Zoning, Pott County Environmental Health, City of Westmoreland, Pott Co RWD #2 and KDOT to verify zoning, subdivision requirements, access, utilities, driveway permits, septic system requirements, and other development considerations for intended use for the entire 228± acres.

AUCTION

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Auction Date	9/10/2026	Auction Time	11:00 AM CST
Auction Location	Westmoreland Community Center, Westmoreland, KS	Auction Method	Hybrid
Auction Type	Absolute	Buyer Premium	No

TERMS OF SALE

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ADDITIONAL PICTURES





SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER:

Carol E. Threewit Trust

DATE:

PROPERTY ADDRESS:

14885 N 1st St., Westmoreland, KS 66549

LEGAL DESCRIPTION: See attached

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanation lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

MT
SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate date that SELLER acquired the Property: 8-3-2025
2. What is the current zoning of the Property? Agricultural
- _____
- _____

Part 4. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☐ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☒ None
2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
3. If the water source is a Well, has the water originating from the well ever been tested? ☐ Yes ☐ No
If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
If Yes, please specify: ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Lagoon ☐ Grinder Pump ☐ Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
6. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☐ No
If Yes, please explain: _____
- _____
- _____

7. Additional Comments: _____

Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:

1. Is there electrical service connected to the Property? ☐ Yes ☒ No
2. If there is electrical service connected to the Property, is there a meter? ☐ Yes ☒ No
3. If there is no electrical service connected to the Property, what is the distance to the electrical service? 0
4. Is natural gas connected to the Property? ☐ Yes ☒ No
5. If there is no natural gas connected to the Property, what is the distance to the nearest source? unknown
6. Is there a natural gas well on the Property? ☐ Yes ☒ No
7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant? ☐ Yes ☐ No
8. Are you aware of any additional costs to hook up utilities to the Property? ☐ Yes ☒ No
- If Yes, please explain: _____

9. Additional Comments: There is electric service ~~drop~~ drop and meter box with ~~outlet~~ outlet on the property a pole on the property near the entrance at the north end of 1st street. The service is inactive.

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? ☒ Yes ☐ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Has the Property had a stake survey? unknown ☐ Yes ☐ No
- If Yes, please attach a copy of the stake survey.
5. Are the boundaries of the Property marked in any way? unknown ☐ Yes ☐ No
6. Do you have an Improvement Location Certificate (ILC) for the Property? ☐ Yes ☒ No
- If Yes, please attach a copy of the Improvement Location Certification (ILC).
7. Is there fencing on the Property? some yes, some shared ☒ Yes ☐ No
- If Yes, does the fencing belong to the Property? ☐ Yes ☐ No
8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☒ Yes ☐ No
- If Yes, is the Property owner responsible for the maintenance of any such shared features? ☒ Yes ☐ No
10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season? ☐ Yes ☒ No
12. Has the Property received any notice for non-compliance with the noxious weed law? ☐ Yes ☒ No
13. Is there currently a lien on the Property due to actions taken under the noxious weed law? ☐ Yes ☒ No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

Creek that crosses the property N+oS is designated as a flood zone.

15. Additional Comments:

Part 7. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? ☐ Yes ☒ No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? ☐ Yes ☒ No
3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? ☐ Yes ☒ No
If Yes, please attach a copy of the environmental reports.
4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☒ Yes ☐ No
7. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
8. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here:

Natural gas line in NE quarter

10. Additional Comments:

Part 8. OTHER MATTERS:

Are you aware of:

1. Any violation of zoning, setbacks or restrictions or of a non-conforming use? ☐ Yes ☒ No
2. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
3. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
4. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
5. Any current or future special assessment pertaining to the Property? ☐ Yes ☒ No
6. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
7. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No
8. Any burial grounds on the Property? ☐ Yes ☒ No

9. Any leases on the Property?

☒ Yes ☐ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

All lease agreements expire 9.30.26

10. Any easements or leases on the Property regarding wind energy?

☐ Yes ☒ No

If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?

☒ Yes ☐ No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?

☐ Yes ☒ No

16. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

17. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

63 +/- acres in NW 1/4 previously enrolled in
CRP.

19. Additional Comments:

Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:

SELLER owns:

1. Mineral rights?

☒ Yes ☐ No ☐ Portion of Rights

2. Crops?

☒ Yes ☐ No ☐ Portion of Rights

3. Conservation Reserve Program (CRP) payments?

☐ Yes ☒ No ☐ Portion of Rights

4. Water rights?

☒ Yes ☐ No ☐ Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

CRP terminated effective Aug 3, 2025

6. Additional Comments:

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Mike Thuermer TEE 7-17-2026
SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

[Go Back](#)

Tax Year	Statement #	Taypayer ID	Tax Unit
2025	28934	THRE0004	92-Rock Creek Twp - RCT6

Tract Information**Current Deed Owner**

Threewit, Carol

Deed Owner AddressPO BOX 131
Westmoreland KS
66549**Tax Owner**

Threewit, Carol

Tax Owner AddressPO BOX 131
Westmoreland
KS66549**Taxpayer**

Threewit, Carol

Taxpayer AddressPO BOX 131
Westmoreland
KS66549**Treasurer Parcel #**

92-930

Appraiser Parcel #075-108-33-0-00-
00-001.00-0**Tax Situs Address**

14885 N 1ST ST

Subdivision Information

Lot - ; Blk - ; Sub -

Tract Description

S33, T07, R09, ACRES 261.35, BEG 50'W NE COR NE4 TH S1800' W1885' S165' W335' S280' W25' S30' W365' N415.95' W575.7' S14

Valuation**Appraised Total**

86360

Assessed Total

24332

Appraiser ClassAR -
AGRICULTURAL
RURAL**Appraised Land**

54840

**Appraised Assessed Assessed
Imprv Land Imprv**

16360 16452 4090

Appraiser ClassCR -
COMM/INDUSTRIAL
RURAL**Appraised Land**

15160

**Appraised Assessed Assessed
Imprv Land Imprv**

0 3790 0

Appraiser Class

-

Appraised Land

0

**Appraised Assessed Assessed
Imprv Land Imprv**

0 0 0

Appraiser Class

-

Appraised Land

0

**Appraised Assessed Assessed
Imprv Land Imprv**

0 0 0

Appraised Land Total

70000

**Appraised Assessed Assessed
Imprv Land Imprv
Total Total Total**

16360 20242 4090

Tax**1st Half Tax**

1264.81

1st Half Specials

.00

**Paid Tax +
Specials**1264.81 +
.00**General
Penalty**

.00

**Specials
Penalty**

.00

2nd Half Tax

1264.81

2nd Half Specials

.00

**Paid Tax +
Specials**1264.81 +
.00**General
Penalty**

.00

**Specials
Penalty**

.00

Total General Tax

2529.62

Total Special Tax

.00

**Grand
Total Tax**

2529.62

**Grand Total
Payments**

2529.62

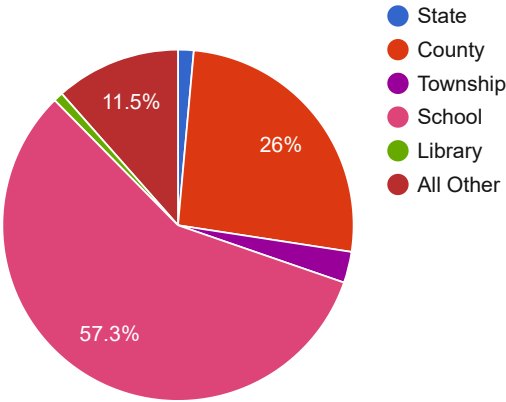
Tax Distribution

Tax Levy
103.96200
Tax: Township
72.44

Tax: State
36.50
Tax: Cemetery
.00

Tax: County	Tax: Fire	Tax: City
657.23	.00	.00
Tax: School	Tax: Library	Tax: All Other
1449.88	22.31	291.26

Tax Distribution Chart





ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

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.

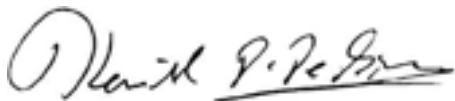
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

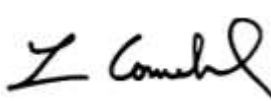
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Kenneth D. DeGiorgio, President

By: 

Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American 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.*



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; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company 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 and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT 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.

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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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Form 50186120 (10-5-22)





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

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **72926**

Property Address: **14885 N 1st St, Westmoreland, KS 66549**

SCHEDULE A

1. Commitment Date: **June 15, 2026, at 05:00 pm**
2. Policy to be issued: **PRELIMINARY TITLE COMMITMENT**
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: **Carol E. Threewit Revocable Trust dated August 25, 2023**
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Calie A. Marka*

Authorized Signatory

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EXHIBIT A

The Northwest Quarter (NW¼) of Section Thirty-three (33), Township Seven (7) South, Range Nine (9) East of the 6th P.M., Pottawatomie County, Kansas;

LESS a tract of land in the Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M., Pottawatomie County, Kansas, more particularly described as follows: Beginning at a point on the East and West Quarter Section line S. 89°33'38" East 1061.37 feet from the West Quarter Corner, which is the Southwest corner of the Northwest Quarter of said Section 33, thence continuing along the East and West Quarter Section line S. 89°33'38" East 605.00 feet to a point; thence N. 00°26'22" East 360.00 feet to a point; thence N. 89°33'38" West 605.00 feet to a point; thence S. 00°26'22" West 360.00 feet to a point on the East and West Quarter Section line of said Section, and the point of beginning;

LESS a tract of land to be used for road purposes lying in the Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M., Pottawatomie County, Kansas described as follows: Beginning at the Southwest corner of the Northwest Quarter of Section 33, thence Easterly along the South line of the Northwest Quarter of Section 33, a distance of 2659.31 feet to the Southeast corner of the Northwest Quarter of Section 33; thence Northerly a distance of 20 feet; thence Westerly parallel to the South line of the Northwest Quarter of Section 33 to a point 20 feet North of the Southwest corner of the Northwest Quarter of Section 33, thence Southerly a distance of 20 feet to the point of beginning;

LESS a tract of land located in the Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M., Pottawatomie County, Kansas, more particularly described as follows: Beginning at a point on the Northeast corner of a tract of land deeded to Pottawatomie County, Kansas, described in the Pottawatomie County Register of Deeds Office in Book 234 on Page 166, said point lies on the East line of the Northwest Quarter of said Section 33 on a bearing of N. 00°24'06" West a distance of 20.00 feet from the Southeast corner of the Northwest Quarter (Center Quarter Corner) of said Section 33; thence along the North line of said Pottawatomie County tract N. 89°33'43" West 210.00 feet to a point marked by a ½" iron bar; thence leaving said North line parallel to the East line of the Northwest Quarter of said Section 33 N. 00°24'06" West 359.83 feet to a point marked by a ½" iron bar; thence parallel to the South line of the Northwest Quarter of said Section 33 S. 89°33'43" East 210.00 feet to a point marked by a ½" iron bar on the East line of the Northwest Quarter of said Section 33 (said point being on the Northwest corner of Block 8 of Brashear's Addition to the City of Westmoreland, Kansas); thence along said East line (also being the West line of said Block 8) S. 00°24'06" East 359.863 feet to the point of beginning;

LESS a tract of land located in the Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M., Pottawatomie County, Kansas, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 33, thence N. 89°47'42" West (assumed bearing) 210.01 feet along the South line of said Northwest Quarter; thence N. 0°25'20" West 20.00 feet to a point on the North Right of Way line of Campbell Street, said point being the Southwest corner of a tract of land located in said Northwest Quarter conveyed to Leslie W. Harris and Gwen A. Harris Revocable Trust dated March 15, 2011 (Harris tract) and the true point of beginning; thence N. 89°47'42" West, 30.00 feet along said North Right of way line of Campbell Street; thence N. 0°25'20" West, 360.75 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence N. 89°49'04" West 67.50 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence N. 52°43'29" West 167.48 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence N. 39°19'06" West 216.12 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence N. 0°25'29" West 146.25 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence S. 89°47'42" East 575.70 feet along a line parallel with the South line of said Northwest Quarter to a point on the West line extended of Block 8 of C.T. Brashear's Addition to the City of Westmoreland, Kansas, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence S. 0°25'29" East 415.95 feet along the West line of said Block 8 to the Northwest corner of said Block 8, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence N. 89°35'14" West 210.00 feet along the North line of said Harris tract to the Northwest corner of said Harris tract, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence S. 0°25'20" East 359.83 feet along the West line of said Harris tract to the point and place of beginning;

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AND

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), Township Seven (7) South, Range Nine (9) East of the 6th P.M., Pottawatomie County, Kansas, described as follows: Commencing at a point 27 rods and 6 $\frac{2}{5}$ th feet North of the Northeast corner of C.T. Brashear's Addition to the Townsite of Westmoreland, thence West 116 rods and 14 feet; thence South 27 rods and 6 $\frac{2}{5}$ th feet; thence West to the West line of said Northeast Quarter of Section 33; thence North along said West line to the Northwest corner of said Northeast Quarter; thence East to the Northeast corner of said Northeast Quarter; thence South to the place of beginning;

LESS a tract of land beginning at the Northeast corner of said Section 33, thence West 51 feet; thence in a Southerly direction 1802.5 feet to a point 53 feet West of the East line of said Section; thence East 53 feet to the East line of said section; thence North along said Section line to place of beginning, said exception containing one (1) acre, more or less, exclusive of existing highway;

LESS a tract of land commencing 30 feet North of the Northwest corner of Block 6, C.T. Brashear's Addition to the Townsite of Westmoreland, Pottawatomie County, Kansas, thence North 110 feet; thence West 235 feet; thence South 110 feet; thence East 235 feet to the place of beginning;

LESS a tract of land located in the Northeast Quarter of Section Thirty-three (33), Township Seven (7) South, Range Nine (9) East of the 6th P.M., Pottawatomie County, Kansas, described as follows: Beginning at a point 140.00 feet North of the Northwest corner of Block 6, Brashear's Addition to the City of Westmoreland, Kansas, said point being North (AZ. 359°25'27") 410.75 feet and West (AZ. 269°55'59") 1943.30 feet and thence North (AZ. 359°55'59") 110.00 feet of the East Quarter Corner of Section 33; thence North (AZ. 359°55'59") 170.00 feet to the Northeast corner of the tract said point being a $\frac{1}{2}$ " round X 30" long re-bar; thence West (AZ. 269°55'59") 335.00 feet to the Northwest corner of the tract, said point a $\frac{1}{2}$ " round X 30" long re-bar; thence South (AZ. 179°55'59") 280.00 feet to the North line of Brashear's Addition, said point being $\frac{1}{2}$ " round X 30" long re-bar; thence East (AZ. 89°55'59") 100.00 feet to the Southwest corner of the Ed Krause tract; thence North (AZ. 359°55'59") 110.00 feet to the Northwest corner of the Ed Krause tract; thence East (AZ. 89°55'59") 235.00 feet to the Northeast corner of the Ed Krause tract and being the point of beginning.

NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.

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File No.: 72926

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. **Provide to the Company a properly executed Certification of Trust for the Carol E. Threewit Revocable Trust dated August 25, 2023. The Company reserves the right to make further requirements after reviewing said Certification of Trust.**

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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File No.: 72026

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, attached, 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 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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Taxes and special assessments for the year 2020 and all subsequent years. 2020 taxes are paid in full in the amount of \$2,520.62. ~~(Tax ID #92-030)~~ (CAMA #075-108-33-0-00-00-001.00-0) These taxes include special assessments in the amount of \$0.00.
8. Memorandum of Lease between Gary Threewit and Carol Threewit, as Husband and Wife, "Lessor" and USOC Nebraska Kansas LLC, a Delaware LLC, "Lessee", filed August 18, 2008, and recorded in [Book 638, Page 148](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.
9. Right of Way and Easement granted to the United Telephone Company of Kansas Inc., for underground communication systems, filed January 12, 1979, and recorded in Book 178, Page 286, in the office of the Register of Deeds of Pottawatomie County, Kansas.
10. Right of Way Easement granted to R.W.D. #2 Pottawatomie County, for water lines, filed June 11, 1976, and recorded in [Book 180, Page 81](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.
11. Right of Way Easement granted to United Telephone Co. of KS, for a communication line or system, filed October 7, 1986, and recorded in [Book 322, Page 46](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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 electronic signature by the Company or its lending agent that may be in electronic form.

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File No.: 72926

SCHEDULE B, PART II—Exceptions (Continued)

Assignment of Right of Way Easement to Blue Valley Tele-Communications, Inc., filed April 12, 2005, and recorded in Book 447, Page 149, in the office of the Register of Deeds of Pottawatomie County, Kansas.

12. **Grant of Easement to Blue Valley Telephone Company Inc., for buried and underground facilities, filed July 23, 2004, and recorded in [Book 430, Page 204](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
13. **Grant of Right of Way to ONEOK, Inc., an Oklahoma Corporation d/b/a Kansas Gas Service, for the transportation and distribution of oil or gas, filed June 27, 2007, and recorded in [Book 510, Page 53](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
Assignment and Assumption of Real Property Interests granted to ONE Gas, Inc., filed February 6, 2014, and recorded in Book 672, Page 58, in the office of the Register of Deeds of Pottawatomie County, Kansas.
14. **Right of Way Easement granted to The City of Westmoreland, Kansas, for water lines, filed August 27, 2008, and recorded in [Book 539, Page 58](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
15. **Agreement to Establish Driveway and Utility Easement, filed October 11, 2016, and recorded in [Book 740, Page 24](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
16. **Grant of Right of Way granted to Evergy Kansas Central, Inc., a Kansas corporation, for the transmission and/or distribution of electric energy and communications, filed June 17, 2021, and recorded in [Book 874, Page 107](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
17. **Order Vacating Highway passed by the Pottawatomie County Commissioners on December 3, 1973, as set out in [Road Record No. 449](#).**
18. **Order of the County Commission Vacating a portion of Road number 449, filed on June 10, 1997, and recorded in [Book 307, Page 95](#), in the office of the Register of Deeds of Pottawatomie County, Kansas.**
19. **Public roads and highways.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American 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.*

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UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Herman Ted Simon, a single man
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by R. W. D. # 2
Pottawatomie County, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines and
appurtenances thereto
over and across the following land owned by Grantor in Pottawatomie County, State of Kansas

Northwest Quarter (NW $\frac{1}{4}$) of Section 33, Township Seven (7), Range Nine
(9) East of the 6th P.M.; All that part of the NE $\frac{1}{4}$ of Section 33,
Township 7 South, Range 9 East of the 6th P.M., excluding a part
described as: Commencing at the Northeast corner of C. T. Brashear's
Addition to the townsite of Westmoreland, KS, running thence West

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

along the water line as laid on the / side of the property only

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

STATE OF KANSAS } ss.
POTTAWATOMIE CO. }
IN WITNESS WHEREOF the said Grantors have executed this instrument this 1st day of June
19 75 This instrument was filed for record

JUN 11 1976 11:00 AM
and duly recorded in book 160 Herman Ted Simon
on page 81 Herman Ted Simon, a

STATE OF KANSAS

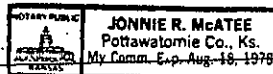
COUNTY OF POTT.

SS: Erwin Scott
Registrar of Deeds

By Herman Ted Simon, 19 75, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Herman Ted Simon, a single man
who is personally known to me to be the same person who executed the within instrument of writing and
such person duly acknowledged the execution of the same.

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

My commission expires:



Jonnie R. McAttee
Notary Public

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

One hundred sixteen (116) rods and fourteen (14) feet, thence
North twenty-seven (27) rods and six and two-fifths (6 $\frac{2}{5}$ feet)
thence East one hundred sixteen (116) rods and fourteen (14) feet,
thence South twenty-seven (27) rods and six and two-fifths (6 $\frac{2}{5}$ feet)
to place of beginning, less highway.



Western Operations

EASEMENT NUMBER _____

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that Gary Threewit

hereafter called "GRANTOR", for and in consideration of the sum of Ten Dollars and other valuable considerations

(\$ 10.00) the receipt of which is hereby acknowledged, does grant unto United Telephone Co. of KS "GRANTEE" its successors(s), assignee(s), lessee(s), and agent(s), a perpetual alienable easement and right-of-way to construct, reconstruct, remove, operate, and maintain on, over, across, and under the described land, and upon, under, or across all streets, roads, or highways abutting said lands, a communication line or system, such as the Grantee may, from time to time require, to include, but not limited to, conduits, pedestals, poles, wires, guys, anchors, cables, manholes, drains, associated pad or pole mounted electronic equipment, cabinetry, and appurtenances, as from time to time required. Said easement will further grant the right to permit the attachment of, and/or carry in conduit, wires, cables, and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under the following described property of the Grantor:

See Exhibit "A" and Exhibit "B"

The easement and right-of-way hereby conveyed shall be a ROD (16.5) foot wide strip of land upon, over, under, and across the above described property and more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made part hereof.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed Volume 266 Page 200 of the records of Pottawatomie County, Kansas.

Said grant includes the right of ingress and egress from over and across any adjacent real property of said easement, and the right to cut, trim and/or control any trees, shrubbery, or brush which may endanger the safety of or interfere with the construction and use of said communication plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by Grantee.

The undersigned Grantor(s) hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and the Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above described property as subject of said easement does not contain hazardous materials as defended by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

EXECUTED this 29th day of April, 1998.

Witness: _____

Grantor(s) Gary R Threewit
SS# 509-38-6661
Grantor(s) Carol E Threewit
SS# 509-38-9873

STATE OF Kansas

COUNTY OF Pottawatomie

Before me, a Notary Public in and for said County, personally appeared the above named Gary R. Threewit and Carol E. Threewit who acknowledged that they did sign the within instrument and that the same is his, her, their free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal this 29th day of April, A.D. 1998



(Signature) Stephen M. Ebert
Notary Public

(Printed) Stephen M. Ebert

My commission expires: 4-30-2000

County of residence: _____

Document Drafted By: Joe Wolford Exchange Westmoreland KS. WO No. 05178401
Approved by Legal 2/11/97

EXHIBIT "A"

(Land Survey Written Description)

DESCRIPTION A: GARY AND CAROL THREEWIT

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN POTTAWATOMIE COUNTY, KANSAS BEING 16.5 FEET (1 ROD) IN WIDTH AND USED FOR TELEPHONE EASEMENT PURPOSES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 33; THENCE N 00°19'00" E A DISTANCE OF 29.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED;

THENCE S 89°55'44" E A DISTANCE OF 1061.38 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE. SUBJECT TO EASEMENTS, RESERVATIONS, AND RESTRICTIONS NOW OF RECORD.

DESCRIPTION B: GARY AND CAROL THREEWIT

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN POTTAWATOMIE COUNTY, KANSAS BEING 16.5 FEET (1 ROD) IN WIDTH AND USED FOR TELEPHONE EASEMENT PURPOSES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 33;

THENCE ON AN ASSUMED BEARING OF S 89°41'00" E ON THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1666.37 FEET;

THENCE N 00°19'00" E A DISTANCE OF 36.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED;

THENCE S 89°43'39" E A DISTANCE OF 649.07 FEET;

THENCE N 87°16'12" E A DISTANCE OF 124.18 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE. SUBJECT TO EASEMENTS, RESERVATIONS, AND RESTRICTIONS NOW OF RECORD.

CERTIFICATION:

I, WILLIAM C. DELKER, A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION ARE IN CONFORMANCE WITH A SURVEY PERFORMED UNDER MY SUPERVISION. THIS SURVEY DOES NOT CERTIFY OWNERSHIP OR THE EXISTENCE OR LOCATION OF UNPLATTED EASEMENTS.

DATE OF SURVEY: APRIL 1, 1998



P.O. BOX 1304
2319 NORTH JACKSON
JUNCTION CITY, KS 66441
785-762-5040
FAX 785-762-7744
E-MAIL jkve@kc.net

KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS



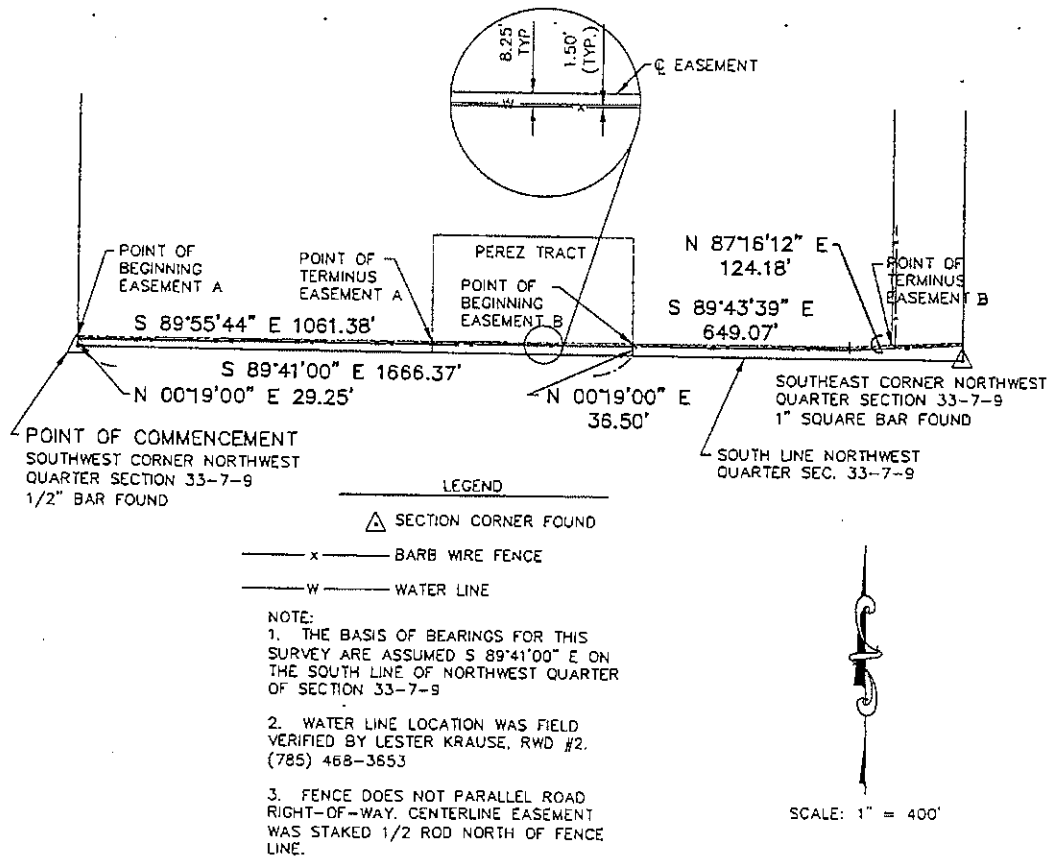
DATE: APRIL 3, 1998
PROJECT NO: A06929
WORK ORDER NO: 05178401
DRAFTED BY: ESA
CHECKED BY: _____

STATE OF KANSAS SS
POTTAWATOMIE COUNTY

This instrument was filed for record on the 7 day of Oct A.D. 1998 at 12:10 o'clock P.M. and duly recorded in book 322 page 46, fee \$ 10.00

Robert J. Reeves
Register of Deeds
Bernice Taylor Deputy

EXHIBIT "B"
(Scaled Drawing)



EASEMENT SKETCH FOR GARY AND CAROL THREEWIT



KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS

P.O. BOX 1304
2319 NORTH JACKSON
JUNCTION CITY, KS 65441
785-762-5040
FAX 785-762-7744
E-MAIL jekve@jc.net

DATE: APRIL 3, 1995
PROJECT NO: A06929
WORK ORDER NO: 05178401
DRAFTED BY: ESA
CHECKED BY:

BETTY JO ABITZ
Register of Deeds
Pottawatomie County
Book: 430 Page: 204
Receipt #: 12054 Total Fees: \$8.00
Pages Recorded: 1
Date Recorded: 7/23/2004 8:49:55 AM

PT-221
GRANT OF EASEMENT
(Buried and Underground Facilities)

Westmoreland 1(11)

Gary Threewit and Carol Threewit, Husband and Wife

IN CONSIDERATION of the sum of One Dollar and Other Valuable Consideration, the receipt of which is hereby acknowledged, the undersigned hereby grants to **BLUE VALLEY TELEPHONE COMPANY INC.**, A Kansas Corporation, hereinafter referred to as "Corporation", with its principal office at Home, Kansas, its successors and assigns, a permanent right-of-way and easement 16.5 feet in width over and across the following described land located in the County of Pottawatomie, and State of Kansas. More specifically described as:

A buried cable occupying a 16.5 foot wide parcel in all that part of the E 1/4 NE 1/4 of Section 33, Township 7 South, Range 9 East of the 6th P.M. lying north of an east-west line located 27 rods and 6 2/5 feet north of the north line of C. T. Brashear's Addition to the Townsite of Westmoreland, Kansas.

Said 16.5 foot wide parcel is located west of and adjacent to the west right-of-way line of Highway 99 which borders said property on the east side.

If necessary, said parcel may deviate to go around buildings, structures, trees and inaccessible waste areas. The boundary of said parcel shall be lines parallel to and 8.25 feet either side of said cable or cables or other facilities as may from time to time be necessary, together with the right and privilege of constructing, reconstructing, operating, maintaining and placing thereon and removing therefrom facilities including but not limited to underground cable or cables and surface markers (at fence lines, if any) and any equipment and appurtenances thereto, as the Corporation may from time to time require. The Corporation shall have the right to trim, remove, cut down and keep cut down, trees, brush, stumps and roots and other obstacles within said right-of-way.

Grantor, his heirs or assigns, agents and tenants are not responsible for any damage to buried cable or conduit, surface terminals, surface markers and associated equipment which may be installed as granted by this easement provided it is damaged by normal farming operations or provided that grantees are notified prior to any construction in the vicinity of the buried cable.

As part of the consideration for this easement, the Corporation hereby agrees that in locating, constructing and maintaining the above-described communications facilities, it will do so in such form as will least possibly interfere with any farming operation, so long as it does not materially increase the cost of construction.

Without written consent of the Corporation, no transmission line, pipe line, or other structure or obstruction will be permitted on said land which interferes or might interfere with the Corporations service or endanger its cables or lines; nor shall any excavation be made by the undersigned, their heirs and assigns, on the right-of-way used by the Corporation; and no structure will be erected, or permitted on said right-of-way and easement within 8.25 feet of said lines or facilities as constructed.

The undersigned, their heirs and assigns, shall be entitled to recover from the Corporation, the reasonable value of any damage caused to crops, fences or livestock caused by the Corporation or its employees in the construction, reconstruction, operation, maintenance or removal of said facilities.

WITNESS the hands of the undersigned, who covenant that they are the lawful owners of the real estate involved herein, this 15th day of July, 2004.

Gary Threewit
Gary Threewit

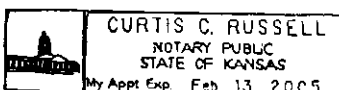
Carol Threewit
Carol Threewit

ACKNOWLEDGMENT

STATE OF KANSAS, Pottawatomie COUNTY, SS:

This instrument was acknowledged before me on this 15th day of July, 2004, by
Gary Threewit and Carol Threewit, Husband and Wife

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



My Appointment Expires

02-13-2005

Curtis C. Russell
NOTARY PUBLIC

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s) does hereby grant, convey and warrant unto ONEOK, Inc., an Oklahoma corporation d/b/a Kansas Gas Service, hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain land owned by Grantor situated in Pottawatomie County, State of Kansas and specifically described as follows:

A strip of land one hundred (100) feet wide located in the Northeast Quarter (NE¼) of Section Thirty-three (33), Township Seven (7) South, Range Nine (9) East of the 6th P.M., Pottawatomie County, Kansas; the boundaries of said strip of land being defined as (50) feet each side of the pipeline centerline described within **Exhibit A** attached hereto and made a part hereof,

together with the right of ingress to and egress from the above described land and 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 2½ 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 obstruction 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, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, 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 heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

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

Witness the hand of the Grantor (s) this 29th day of March 2007.

Gary A Threewit
Gary Threewit

Carol Threewit
Carol Threewit

BETTY JO ABITZ
Register of Deeds
Pottawatomie County

Book: 510 Page: 53

Receipt #: 27803

Total Fees: \$20.00

Pages Recorded: 4

Date Recorded: 6/27/2007 11:19:45 AM

Book 510 Page 53

INDIVIDUAL ACKNOWLEDGEMENT

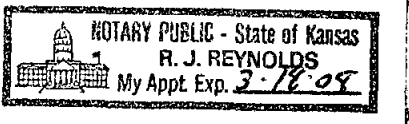
STATE OF Kansas)
COUNTY OF Pottawatomie) SS:
)

I, R. J. Reynolds, a Notary Public in and for said County and State aforesaid, do hereby certify that Gary Threewit and Carol Threewit, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of March, 2007.

R. J. Reynolds
Notary Public

R. J. Reynolds
Typed or printed name of
Notary Public



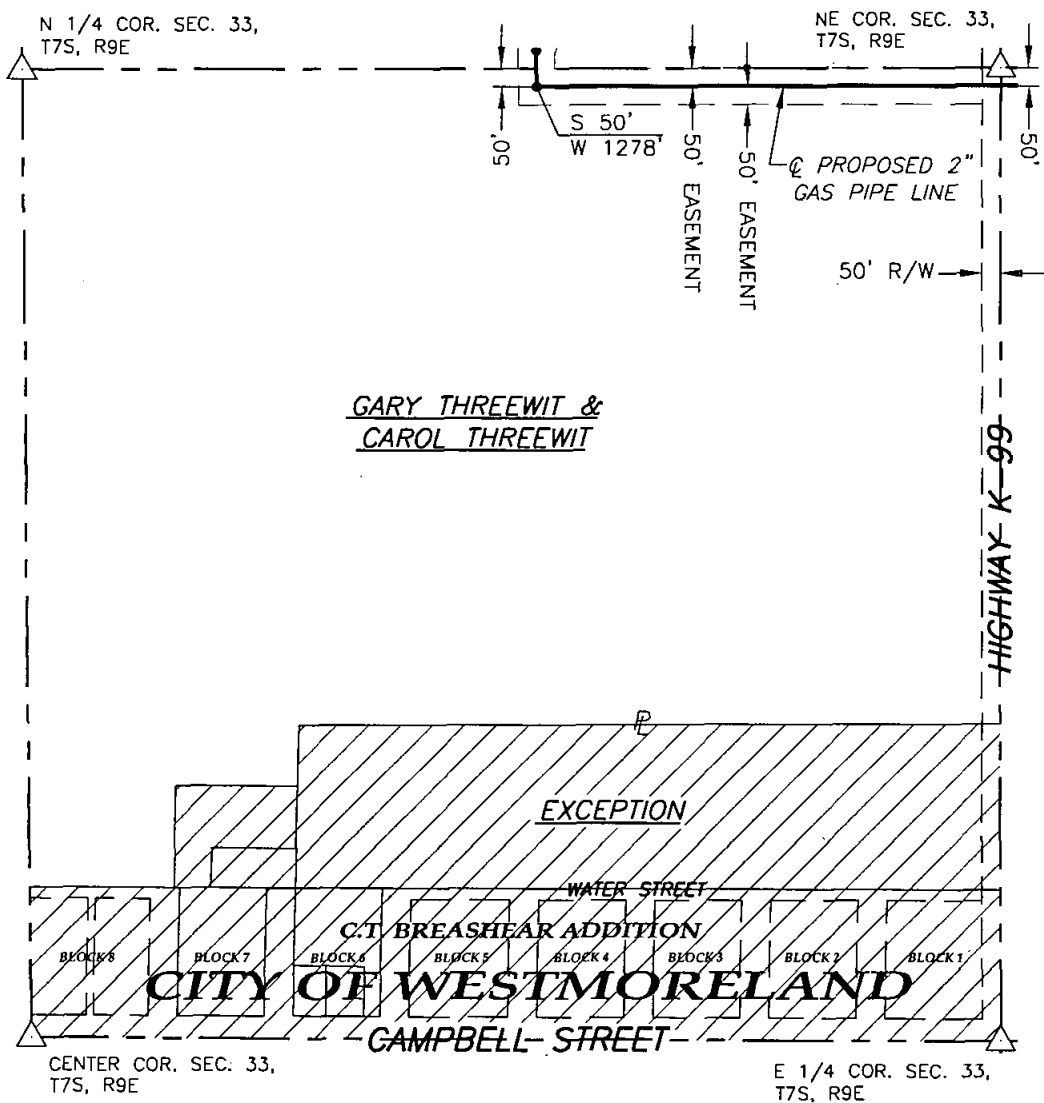
My appointment expires:

3-18-08

R - 9 - E

33
Section

T
7
S



DESCRIPTION:
SEE PAGE 2 FOR DESCRIPTION

NOTE:
SOUTH AND WEST MEASUREMENTS
ARE FROM THE NE COR. OF
SEC. 33, T7S, R9E

30F4

"EXHIBIT A"

NO.		REVISIONS		DATE		BY		 KANSAS GAS SERVICE A DIVISION OF ONEOK	DRAWING TITLE		
									Gary Threewit & Carol Threewit NE/4, SEC 33, T7S, R9E, Pottawatomie County, Kansas		
Drn By: DBA		Apprd. By:		Design By:							
Date: 3-12-07		Date:		Scale: 1"=500'		J.O. No.:			Dwg. No.: P-15		Sheet: 1

2006-346 A-15

Book 510 Page 53

R - 9 - E

33

Section

T

7

S

DESCRIPTION:

All that part of the Northeast Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M. described as follows: Commencing at a point 27 rods and 6 2/5ths feet North of the Northeast corner of C. T. Brashear's Addition to Westmoreland, thence West 116 rods and 14 feet, thence South 27 rods and 6 2/5ths feet, thence West to the West line of said Northeast Quarter; thence North along said West line to Northwest corner of said Northeast Quarter; thence East to Northeast corner of said Northeast Quarter thence South to place of beginning, excepting therefrom the following described tract: Beginning at the Northeast corner of said Northeast Quarter, thence West 51 feet thence in a Southerly direction 1802.5 feet to a point 53 feet West of the East line of said Section 33 thence East 53 feet to the East line of said Section, thence North to place of beginning; also excepting a tract beginning 30 feet North of the Northwest corner of Block 6, of C. T. Brashear's Addition to Westmoreland, thence North 110 feet, thence West 233 feet, thence South 110 feet, thence East 235 feet to place of beginning; LESS the following described tract: A tract of land located in the Northeast of Section 33, Township 7 South of Range 9 East of the 6th P.M. in Pottawatomie County, Kansas described as follows: Beginning at a point 140.00 feet North of the Northwest corner of Block 6, Brashear's Addition to the City of Westmoreland, Kansas, said point being North (AZ. 359°25'27") 410.75 feet and West (AZ. 269°55'59") 1943.30 feet and thence North (AZ. 359°55'59"), 110.00 feet of the East Quarter corner of Section 33, Township 7 South of Range 9 East of the 6th P.M., thence North (AZ. 359°55'59") 170.00 feet to the Northeast corner of the tract said point being a 1/2" round x 30" long re-bar; thence West (AZ. 269°55'59") 335.00 feet to the Northwest corner of the tract, said point being a 1/2" round x 30" long re-bar; thence South (AZ. 179°55'59") 280.00 feet to the North line of Brashear's Addition, said point being 1/2" round x 30" long re-bar; thence East (AZ. 89°55'59") 100.00 feet to the Southwest corner of the Ed Krause tract; thence North (AZ. 359°55'59") 110.00 feet to the Northwest corner of the Ed Krause tract; thence East (AZ. 89°55'59") 235.00 feet to the Northeast corner of the Ed Krause tract and being the point of beginning.
Subject to easements and rights-of-way of record.

40F4

"EXHIBIT A"

NO.	REVISIONS	DATE	BY	 KANSAS GAS SERVICE A DIVISION OF ONEOK	DRAWING TITLE				
					Gary Threewit & Carol Threewit NE/4, SEC 33, T7S, R9E, Pottawatomie County, Kansas				
Drn By: DBA		Apprd. By:		Design By:		J.O. No.:		Dwg. No.:	Sheet:
Date: 3-12-07		Date:		Scale: none		J.O. No.:		P-15	2

2006-346 P-15

Book 510 Page 53

RIGHT OF WAY EASEMENT

BETTY JO ABITZ
Register of Deeds
Pottawatomie County
Book: 539 Page: 58
Receipt #: 39081
Pages Recorded: 4
Date Recorded: 8/27/2008 1:01:56 PM
Total Fees: \$20.00

KNOW ALL MEN BY THESE PRESENTS, that **Gary Threewit and Carol Threewit, husband and wife**, hereinafter referred to as Grantors, in consideration of \$2,308.40 and other good and valuable consideration, paid by **The City of Westmoreland, Kansas**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, certain water line(s) or pipes and appurtenances, over and across and through the following land owned by Grantors in Pottawatomie County, Kansas, to wit:

TWO TRACTS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN POTTAWATOMIE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (WEST QUARTER CORNER) OF SAID SECTION 33; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 ON AN ASSUMED BEARING OF NORTH 00 DEGREES 52 MINUTES 08 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE ON A BEARING OF NORTH 00 DEGREES 52 MINUTES 08 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT; THENCE LEAVING SAID WEST LINE EASTERLY PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 ON A BEARING OF NORTH 89 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 1061.76 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DEEDED TO MICHAEL J. PEREZ AS FOUND IN THE POTTAWATOMIE COUNTY REGISTER OF DEEDS' OFFICE IN DEED BOOK 228 ON PAGE 464; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PEREZ TRACT ON A BEARING OF SOUTH 00 DEGREES 35 MINUTES 27 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID PEREZ TRACT WESTERLY PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 ON A BEARING OF SOUTH 89 DEGREES 24 MINUTES 33 SECONDS WEST A DISTANCE OF 1031.62 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER SAID SECTION 33 ON AN

ASSUMED BEARING OF
SOUTH 00 DEGREES 52 MINUTES EAST A DISTANCE OF 30.00 FEET TO A
POINT; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF THE
NORTHWEST QUARTER OF SAID SECTION 33 ON A BEARING OF
SOUTH 89 DEGREES 24 MINUTES 33 SECONDS WEST A DISTANCE OF 30.00
FEET TO THE POINT OF BEGINNING, CONTAINING 0.752 ACRES MORE
OR LESS SUBJECT TO THE RIGHT OF WAY OF COUNTY ROAD
NUMBER 98 (ROCK CREEK ROAD) ON THE WEST SIDE THEREOF
AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF
RECORD.

And also:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST
QUARTER (WEST QUARTER CORNER) OF SAID SECTION 33; THENCE
EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER
OF SAID SECTION 33 ON AN ASSUMED BEARING OF NORTH 89
DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 1666.37
FEET TO A POINT AT THE SOUTHEAST CORNER OF A TRACT OF LAND
DEEDED TO MICHAEL J. PEREZ AS FOUND IN THE POTTAWATOMIE
COUNTY REGISTER OF DEEDS' OFFICE IN DEED BOOK 228 ON PAGE
464; THENCE LEAVING SAID SOUTH LINE NORTHERLY ALONG THE
EAST LINE OF SAID PEREZ TRACT ON A BEARING OF NORTH 00
DEGREES 35 MINUTES 27 SECONDS WEST A DISTANCE OF 50.00 FEET
TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
NORTHERLY ALONG THE EAST LINE OF SAID PEREZ TRACT ON A
BEARING OF
NORTH 00 DEGREES 35 MINUTES 27 SECONDS WEST A DISTANCE OF 30.00
FEET TO A POINT; THENCE LEAVING THE EAST LINE OF SAID PEREZ
TRACT EASTERLY PARALLEL TO THE SOUTH LINE OF THE
NORTHWEST QUARTER OF SAID SECTION 33 ON A BEARING OF
NORTH 89 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 781.97
FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DEEDED
TO LESLIE W. AND GWEN A. HARRIS AS FOUND IN THE
POTTAWATOMIE COUNTY REGISTER OF DEEDS' OFFICE IN DEED
BOOK 292 ON PAGE 177; THENCE SOUTHERLY ALONG THE WEST LINE
OF SAID HARRIS TRACT ON A BEARING OF
SOUTH 01 DEGREE 25 MINUTES 42 SECONDS EAST A DISTANCE OF 60.00
FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DEEDED
TO POTTAWATOMIE COUNTY, KANSAS, AS DESCRIBED IN A
GENERAL WARRANTY DEED FOUND IN THE POTTAWATOMIE
COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 234 ON PAGE 166;
THENCE LEAVING THE WEST LINE OF SAID HARRIS TRACT
WESTERLY ALONG THE NORTH LINE OF SAID POTTAWATOMIE
COUNTY TRACT ON A BEARING OF

SOUTH 89 DEGREES 24 MINUTES 33 SECONDS WEST A DISTANCE OF 30.00
FEET TO A POINT; THENCE LEAVING SAID NORTH LINE, NORTHERLY
ON A BEARING OF
NORTH 01 DEGREE 25 MINUTES 42 SECONDS WEST A DISTANCE OF 30.00
FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE SOUTH
LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 ON A
BEARING OF
SOUTH 89 DEGREES 24 MINUTES 33 SECONDS WEST A DISTANCE OF 752.41
FEET TO THE POINT OF BEGINNING, CONTAINING 0.559 ACRES
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the water line(s) referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. It is further agreed and understood that all areas disturbed by Grantee, its agents and contractors, in the use of this easement will be cleaned up, re-graded, contoured and re-seeded, or otherwise restored, as applicable. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 20th day of August, 2008.

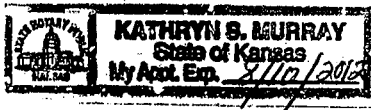
Gary R. Threewit
Gary Threewit

Carol Threewit
Carol Threewit

STATE OF KANSAS)
) s.s.
COUNTY OF POTTAWATOMIE)

BE IT REMEMBERED that on this 20th day of August, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Threewit and Carol Threewit, husband and wife, who are personally known to me to be the same persons who executed the above and foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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



Kathryn S. Murray
Notary Public

My Commission Expires: 8/10/2012

Kathryn S. Murray

AGREEMENT TO ESTABLISH DRIVEWAY AND UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 10th day of October, 2016, by and between Patricia A. Krause, a single person, hereinafter referred to as party of the first part, and Gary R. Threewit and Carol E. Threewit, husband and wife, hereinafter referred to as party of the second part, to wit:

WHEREAS the said party of the first part is the owner in fee simple of the following described real property, to wit:

See Exhibit "A"

AND WHEREAS, the said party of the second part is the owner in fee simple of the following described real property, to wit:

See Exhibit "B"

AND WHEREAS the parties desire to establish a driveway and utility easement over, under, across and upon, the land owned by party of the first part, for the benefit of said party of the second part, said easement to be used in common by the owners and to provide certain responsibilities in the maintenance of said driveway;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the first party and second party do hereby grant and convey to each other, and their heirs and assigns, a permanent easement for driveway and utility purposes over, under, across and upon, a portion of said land owned by party of the first part and described as follows:

See Exhibit "A"

FURTHER, the parties mutually agree that the driveway easement shall be used by the owners of both tracts and each owner shall have the privilege to use that part of the driveway extending on the other's property, and both parties mutually agree that neither will block said driveway either permanently or temporarily, and that both will equally share in the cost of maintaining, repairing and improving that portion of said driveway where it is commonly used.

FURTHER, the parties agree that the utility easement shall be used by the owners of both tracts and each owner shall have the right to run utilities under said land described on exhibit "A". Either party that runs any utilities under said land shall pay the cost of installing said utilities and shall install such utilities at sufficient depth. Prior to the installation of any utilities the party who intends to install same shall make appropriate investigation so as not to interfere with any current utilities under the land and shall be responsible for restoring the driveway after installation of said utilities.

The easement created by this agreement shall run with the land and shall extend to and shall be binding upon the respective heirs, executors, administrators and assigns of the parties herein.



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

Book: 740 Page: 24

Receipt #: 126005
Pages Recorded: 4

Recording Fee: \$48.00
Authorized By *Betty Jo Abitz*

Date Recorded: 10/11/2016 11:11:23 AM



IN WITNESS WHEREOF, the said parties have hereunto set their hands on the date first above written.

First Party:

Second Party:

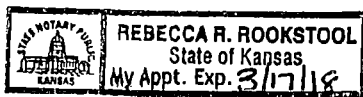
Patricia A. Krause
Patricia A. Krause

Gary R. Threewit
Gary R. Threewit
Carol E. Threewit
Carol E. Threewit

STATE OF Kansas, COUNTY OF Pottawatomie

This instrument was acknowledged before me on this 10th day of October, 2016, by Patricia A. Krause.

(Seal)



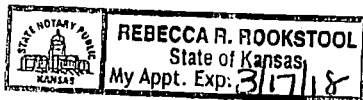
Rebecca R. Rookstool
Notary Public Rebecca R. Rookstool

My commission expires 3-17-18

STATE OF Kansas, COUNTY OF Pottawatomie

This instrument was acknowledged before me on this 10th day of October, 2016, by Gary R. Threewit and Carol E. Threewit.

(Seal)



Rebecca R. Rookstool
Notary Public Rebecca R. Rookstool

My commission expires 3-17-18

Exhibit "A"

A PORTION OF VACATED WATER STREET BEING LOCATED IN THE RECORDED PLAT OF C. T. BRASHEAR'S ADDITION, IN THE CITY OF WESTMORELAND, POTTAWATOMIE COUNTY, KANSAS, AS DESCRIBED IN ORDINANCE NUMBER 434 FOUND IN THE POTTAWATOMIE COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 353 ON PAGE 175, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK SEVEN (7) OF SAID C. T. BRASHEAR'S ADDITION; THENCE WESTERLY ALONG THE SOUTH SIDE OF SAID VACATED WATER STREET A DISTANCE OF 40 FEET TO A POINT IN THE CENTER OF FIRST STREET; THENCE NORTHERLY ALONG THE CENTER OF FIRST A DISTANCE OF 30 FEET TO A POINT ON THE NORTH LINE OF SAID VACATED WATER STREET, BEING THE NORTH LINE OF SAID C. T. BRASHEAR'S ADDITION; THENCE LEAVING THE CENTER OF FIRST STREET EASTERLY ALONG THE NORTH LINE OF SAID VACATED WATER STREET, BEING THE NORTH LINE OF SAID C. T. BRASHEAR'S ADDITION A DISTANCE OF 40 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID NORTH LINE AND THE PROJECTED WEST LINE OF SAID BLOCK 7; THENCE LEAVING SAID NORTH LINE SOUTHERLY A DISTANCE OF 30 FEET TO THE NORTHWEST CORNER OF SAID BLOCK SEVEN (7), BEING THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit "B"

Lots 1, 2, 3, and 4 in Block 8 in C.T. Brashear's Addition to the City of Westmoreland, Pottawatomie County, Kansas, plus all of Water Street in the City of Westmoreland, Kansas from the Northwest Corner of Block 2 in Brashear's Addition to the city of Westmoreland, and West therefrom to the Northwest Corner of Block 8 in Brashear's Addition to the City of Westmoreland, being all of Water Street West from the Northwest Corner of Block 2 in Brashear's Addition to the City of Westmoreland, Kansas;

The Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M. in Pottawatomie County, Kansas, LESS the following described tract: A tract of land in the Northwest Quarter of Section 33, Township 7 South of Range 9 East of the Sixth Principal Meridian, more particularly described as follows: Beginning at a point on the East and West Quarter Section line South 89 degrees 33 minutes 38 seconds East 1061.37 feet from the West Quarter Corner, which is the Southwest corner of the Northwest Quarter of Section 33, Township 7 South, of Range 9 East of the Sixth Principal Meridian, thence continuing along the East and West Quarter Section line South 89 degrees 33 minutes 38 seconds East 605.00 feet to a point; thence North 00 degrees 26 minutes 22 seconds East 360.00 feet to a point; thence North 89 degrees 33 minutes 38 seconds West 605.00 feet to a point; thence South 00 degrees 26 minutes 22 seconds West 360.00 feet to a point on the East and West Quarter Section line of said Section, situate in Pottawatomie County, Kansas. LESS a tract of land to be used for road purposes lying in the NW1/4 Section 33, Township 7 South, Range 9 East Pottawatomie County described as follows: Beginning at the SW corner of the NW1/4, Section 33, thence easterly along the South line of NW1/4 Section 33 a distance of 2659.31 feet to SE corner of Northwest Quarter of Section 33, thence Northerly a distance of 20 feet, thence Westerly parallel to South line of the NW 1/4 Section 33, to a point 20 feet North of the SW corner of Northwest Quarter of Section 33, thence Southerly a distance of 20 feet to point of beginning; LESS following described tract: Beginning at a point on the East-West quarter section line South 89° 33 minutes, 38 seconds East 1061.37' from the West quarter corner which is the Southwest corner of the NW 1/4 of Section 33, Township 7 South, Range 9 East of the 6th P.M. continuing along the East West quarter Section line South 89°33 minutes 38 seconds East 605' to a point thence North 00°22 minutes and 33 seconds East a distance of 20 feet thence Westerly parallel to South line of NW1/4 Section 33 a distance of 605', thence Southerly a distance of 20 feet to point of beginning, LESS a tract of land located in the Northwest Quarter of Section 33, Township 7 South, Range 9 East of the Sixth Principal Meridian in Pottawatomie County, Kansas, more particularly described as follows: Beginning at a point at the northeast corner of a tract of land deeded to Pottawatomie County, Kansas, described in the Pottawatomie County Register of Deeds' Office in Book 234 on Page 166, said point lies on the east line of the northwest Quarter of said section 33 on a bearing of N 00°24'06" W a distance of 20.00 feet from the southeast corner of the northwest quarter (center quarter corner) of said section 33; thence along the north line of said Pottawatomie county tract N 89°33'43" W 210.00 feet to a point marked by a 1/2" iron bar; thence leaving said north line parallel to the east line of the northwest quarter of said section 33 N 00°24'06" W 359.83 feet to a point marked by a 1/2" iron bar; thence parallel to the south line of the northwest quarter of said section 33 S 89°33'43" E 210.00 feet to a point marked by a 1/2" iron bar on the east line of the northwest quarter of said section 33 (said point being the northwest corner of block 8 of Brashear's Addition to the city of Westmoreland, Pottawatomie County, Kansas); thence along said east

line (also, being the west line of said block 8) S 00°24'06" E 359.83 feet to the point of beginning, containing 1.735 acres subject to any easements or restrictions of record;

All that part of the Northeast Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M., described as follows: commencing at a point 27 rods 6 2/5th feet North of the Northeast corner of C.T. Brashear's Addition to the Townsite of Westmoreland, thence West 116 rods 14 feet, thence South 27 rods 6 2/5th feet, thence West to West line of said Northeast Quarter; thence North along said West line to the Northwest corner of said Northeast Quarter; thence East to Northeast corner of said Northeast Quarter of said Section 33, thence South to place of beginning, excepting therefrom the following described tracts of land; beginning at the Northeast corner of said section 33, thence West 51 feet, thence in a southerly direction 1802.5 feet to a point 53 feet West of the East line of said Section 33 thence East 53 feet to the East line of said section, thence North along said Section line to place of beginning; also excepting a tract beginning 30 feet North of the Northwest corner of Block 6, of C.T. Brashear's Addition to Westmoreland, thence North 110 feet, thence West 233 feet, thence South 110 feet, thence East 235 feet to place of beginning; LESS the following described tract: A tract of land located in the Northeast of Section 33, Township 7 South of Range 9 East of the 6th Principal Meridian in Pottawatomie County, Kansas described as follows: Beginning at a point 140.00 feet North of the Northwest corner of Block 6, Brashear's Addition to the City of Westmoreland, Kansas, said point being North (AZ. 359°25'27") 410.75 feet and West (AZ. 269°55'59") 1943.30 feet and thence North (AZ. 359°55'59"), 110.00 feet of the East Quarter corner of Section 33, Township 7 South of Range 9 East of the 6th P.M., thence North (AZ. 359°55'59") 170.00 feet to the Northeast corner of the tract said point being a 1/2" round X 30" long re-bar; thence West (AZ. 269°55'59") 335.00 feet to the Northwest corner of the tract, said point being a 1/2" round X 30" long re-bar; thence South (AZ 179°55'59") 280.00 feet to the North line of Brashear's Addition, said point being 1/2" round X 30" long re-bar; thence East (AZ. 89°55'59") 100.00 feet to the Southwest corner of the Ed Krause tract; thence North (AZ 359°55'59") 110.00 feet to the Northwest corner of the Ed Krause tract; thence East (AZ. 89°55'59") 235.00 feet to the Northeast corner of the Ed Krause tract and being the point of beginning, all of the above being situate in Pottawatomie County, Kansas, all together with that portion of Road number 449 accruing to subject lots recorded in Book 307 on page 95 in the Pottawatomie County Register of Deeds' Office.



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

Book: 874 Page: 107

Receipt#: 182572

Pages Recorded: 8

Recording Fee: \$108.00

Date Recorded: 6/17/2021 12:54:05 PM

NW/4 S33-T7S-R9E

GRANT OF RIGHT OF WAY

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Carol Threewit, aka Carol E. Threewit, a single person**, ("Grantor") does hereby grant, convey and warrant unto **EVERGY KANSAS CENTRAL, INC., a Kansas corporation**, its successors, assigns and lessees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

The Northwest Quarter of Section 33, Township 7 South, Range 9 East of the 6th P.M. LESS the following described tract: A tract of land in the Northwest Quarter of Section 33, Township 7 South of Range 9 East of the Sixth Principal Meridian, more particularly described as follows: Beginning at a point on the East and West Quarter Section line South 89 degrees 33 minutes 38 seconds East 1061.37 feet from the West Quarter Corner, which is the Southwest corner of the Northwest Quarter of Section 33, Township 7 South, of Range 9 East of the Sixth Principal Meridian, thence continuing along the East and West Quarter Section line South 89 degrees 33 minutes 38 seconds East 605.00 feet to a point; thence North 00 degrees 26 minutes 22 seconds East 360.00 feet to a point; thence North 89 degrees 33 minutes 38 seconds West 605.00 feet to a point; thence South 00 degrees 26 minutes 22 seconds West 360.00 feet to

a point on the East and West Quarter Section line of said Section, situate in Pottawatomie County, Kansas.

LESS a tract of land to be used for road purposes lying in the NW¼ Section 33, Township 7 South, Range 9 East Pottawatomie County described as follows: Beginning at the SW corner of the NW¼, Section 33, thence easterly along the South line of NW¼ Section 33 a distance of 2659.31 feet to SE corner of Northwest Quarter of Section 33, thence Northerly a distance of 20 feet, thence Westerly parallel to South line of the NW¼ Section 33, to a point 20 feet North of the SW corner of Northwest Quarter of Section 33, thence Southerly a distance of 20 feet to point of beginning; LESS following described tract: Beginning at a point on the East-West quarter section line South 89° 33 minutes, 38 seconds East 1061.37' from the West quarter corner which is the Southwest corner of the NW¼ of Section 33, Township 7 South, Range 9 East of the 6th P.M. continuing along the East West quarter Section line South 89° 33 minutes 38 seconds East 605' to a point thence North 00° 22 minutes and 33 seconds East a distance of 20 feet thence Westerly parallel to South line of NW¼ Section 33 a distance of 605', thence Southerly a distance of 20 feet to point of beginning.

And also Less and Except a tract of land located in the Northwest Quarter (NW ¼) of Section 33, Township 7 South, Range 9 East of the Sixth Principal Meridian, Pottawatomie County, Kansas described as follows: Commencing at the Southeast Corner of said NW ¼ of said Section 33; thence North 89°47'42" West (assumed bearing), 210.01 feet along the South line of said NW ¼; thence North 0°25'20" West, 20.00 feet to a point on the North Right-of-Way (R/W) line of Campbell Street, said point being the Southwest Corner of a tract of land located in said NW ¼ conveyed to Leslie W. Harris and Gwen A. Harris Revocable Trust dated March 15, 2011 (Harris Tract) and the TRUE POINT OF BEGINNING; thence North 89°47'42" West, 30.00 feet along said North R/W line of Campbell Street; thence North 0°25'20" West, 360.75 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence North 89°49'04" West, 67.50 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence North 52°43'29" West, 167.48 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence North 39°19'06" West, 216.12 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence North 0°25'29" West, 146.25 feet to a ½" iron rebar with CLS 59 yellow plastic cap; thence South 89°47'42" East, 575.70 feet along a line parallel with the South line of said NW ¼ to a point on the West line extended of Block 8 of C.T. Brashear's Addition to the City of Westmoreland, Pottawatomie County, Kansas, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence South 0°25'29" East, 415.95 feet along the West line of said Block 8 to the Northwest

Corner of said Block 8, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence North 89°35'14" West, 210.00 feet along the North line of said Harris tract to the Northwest Corner of said Harris Tract, marked by a ½" iron rebar with CLS 59 yellow plastic cap; thence South 0°25'20" East, 359.83 feet along the West line of said Harris Tract to the POINT AND PLACE OF BEGINNING.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access

Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor 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. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this 27th day of May, 2021.

Carol E. Threewit

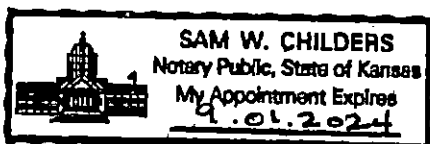
Carol Threewit
A/K/A Carol E. Threewit

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF POTTAWATOMIE)

I, the undersigned notary public, do hereby certify that **Carol Threewit, aka Carol E. Threewit, a single person**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 27th day of MAY, 2021!



Notary Public

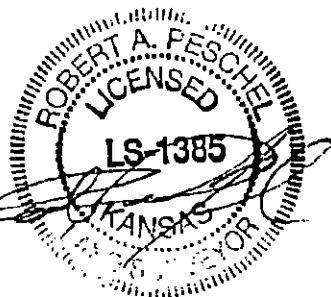
Sam W. Childers
Signature

Sam W. Childers
Print Name

My appointment expires: 9.01.2024

Exhibit A
Sheet 1 of 2

Permanent Easement Description:
A tract of land in the Northwest Quarter (NW 1/4) of Section 33, in Township 7 South, Range 9 East of the 6th P.M., in Pottawatomie County, Kansas, being more fully described as follows:
COMMENCING at the Southeast (SE) corner of said NW 1/4, point being marked with an Iron pin (IP) with aluminum cap (w/AC);
THENCE South 89°24'44" West for 240.00 feet;
THENCE North 00°54'16" West for 20.00 feet to the South Right-of-Way (R/W) line of Campbell Street, point also being the POINT OF BEGINNING and the SE corner of a tract;
THENCE North 00°54'16" West along the East line of said tract for 1.38 feet;
THENCE South 85°30'13" West for 20.30 feet to said South R/W line;
THENCE North 89°24'44" East along said South R/W line for 20.26 feet to the POINT OF BEGINNING. Containing 14 sq ft (0.00 acres) more or less.



05.24.2021

Robert A. Peschel, LLS #1385
CES Group, Inc.
605 Broadway
Marysville, KS 68508
785-562-5148

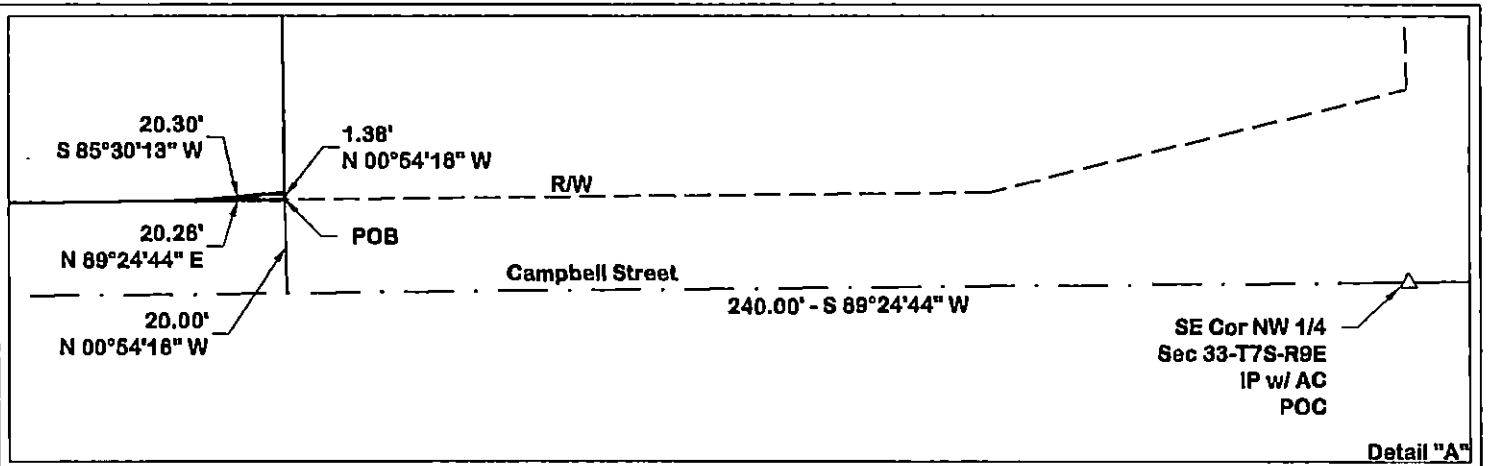
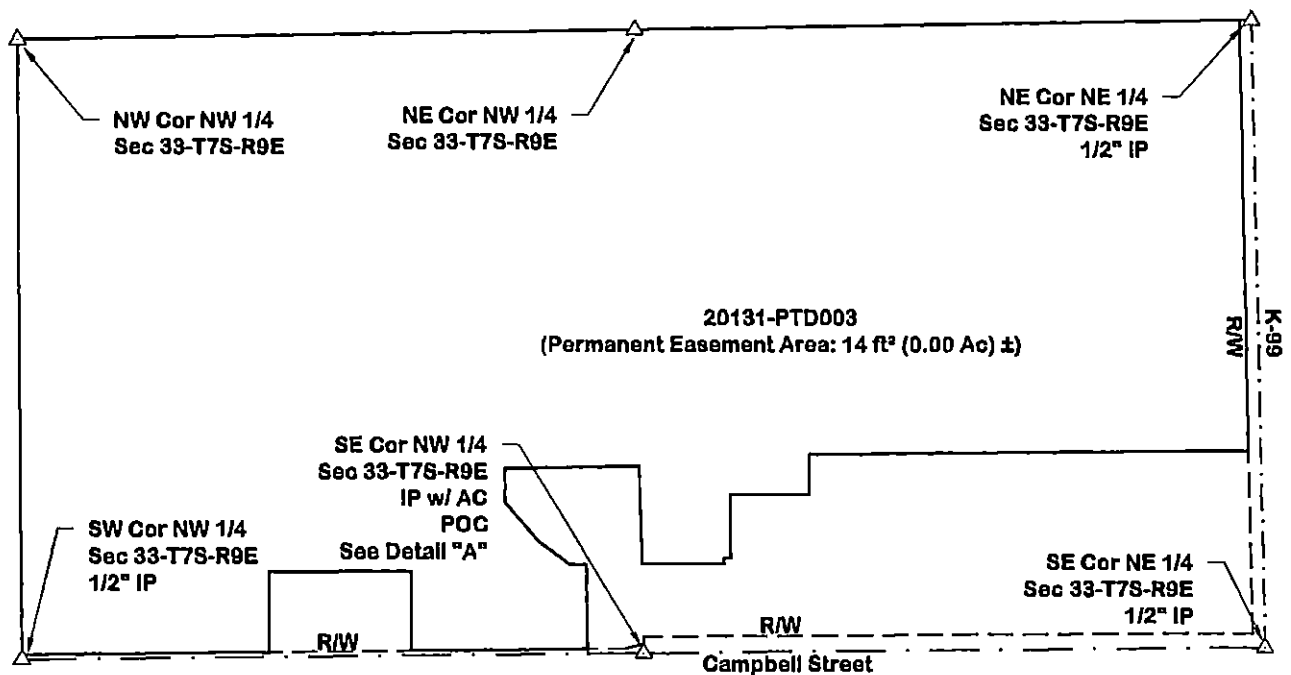
Book 874 Page 107

 CES GROUP 605 Broadway, Marysville KS 785.562.5148 cesengineering.com	Westmoreland to Onaga, Ph 1		
	COUNTY	TRACT #	Project #
	POTTAWATOMIE	20131-PTD003	20-131 Date 05.24.2021

Exhibit A

Sheet 2 of 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
DISTANCES AND BEARINGS ARE BASED ON NAD-83 KANSAS NORTH ZONE STATE PLANE DATUM.



LEGEND

- Section Line
- Permanent Easement Boundary
- Property Line
- Existing Right-of-Way Line
- Permanent Easement Area Over Private Property
- Permanent Easement Area Over Road R/W
- Section Corner (As described)
- Point of Beginning
- Point of Commencement
- Right-of-Way
- Iron Pin
- Aluminum Cap



Book 874 Page 107



ENGINEERS
ARCHITECTS
SURVEYORS

CES GROUP
605 Broadway, Marysville KS
785.562.5148
cesengineering.com

Westmoreland to Onaga, Ph 1

evergy

COUNTY
POTTAWATOMIE

TRACT #
20131-PTD003

Project #
20-131
Date
05.24.2021

CONTROL NUMBER L-4

VACATION NUMBER _____

WHEREAS, that portion of the township highway in Rock Creek Township, in Pottawatomie County, Kansas described as follows:

A portion of Road number 449 (40' wide) beginning 1,350 feet East from the SW corner of Section 28-7-9; then East 1,290 feet to the SE corner of 28-7-9; more accurately described in road packet 449 in the surveyor's description.

by reason of neglect, nonuse, inconvenience, and other causes has become and is now practically impassible and the necessity for said road as a public utility does not justify the expenditure for the necessary funds to repair said road or put the same in condition for public travel, and

WHEREAS, under authority of K.S.A 68-102, the Board of County Commissioners of Pottawatomie County, Kansas, is authorized to VACATE said road above described, and

WHEREAS, after the landowner petitioned for the vacation, publication, notice and hearing as provided by law, the Board of County Commissioners of Pottawatomie County, Kansas, finds that said road above described is not a public utility for the reasons herein set forth:

NOW THEREFORE, It is hereby ordered by the Board of County Commissioners of Pottawatomie County, Kansas at a regular session of said Board, three members being present, that the portion of the township highway in Rock Creek Township in Pottawatomie County, Kansas be and the same hereby VACATED and the land so vacated shall revert back to the adjoining land and easement holders and/or assignees as their interests may appear.

STATE OF KANSAS
FOOTAWATOMIE COUNTY SS
This instrument was filed for record on the
10th day of June
AD 19 97 at 3:30 o'clock P M
and duly recorded in book 307
page 95 fee \$12.00
Diana Siegle
Register of Deeds
Bonnie Layton Deputy

Dated at Westmoreland, Kansas this 9th day of June, 1997

THE BOARD OF COUNTY COMMISSIONERS
OF POTTAWATOMIE COUNTY, KANSAS

BY [Signature]
Chairman

BY [Signature]
Member

BY [Signature]
Member



ATTEST

[Signature]
Susan Figge, County Clerk

Property Owners:

1. WINTERMAN, JOHN , 16780 ELM SLOUGH ROAD , WAMEGO, KS 66547
2. THREEWIT, GARY R , BOX 131 , WESTMORELAND, KS 66549

Vacation control L-4

Notice in the: St. Marys Star
on: May 22, 1997

Hearing - Monday, June 9, 1997

Sketch Map
Road Number 449
Vacation Control Number L-4 (1997)

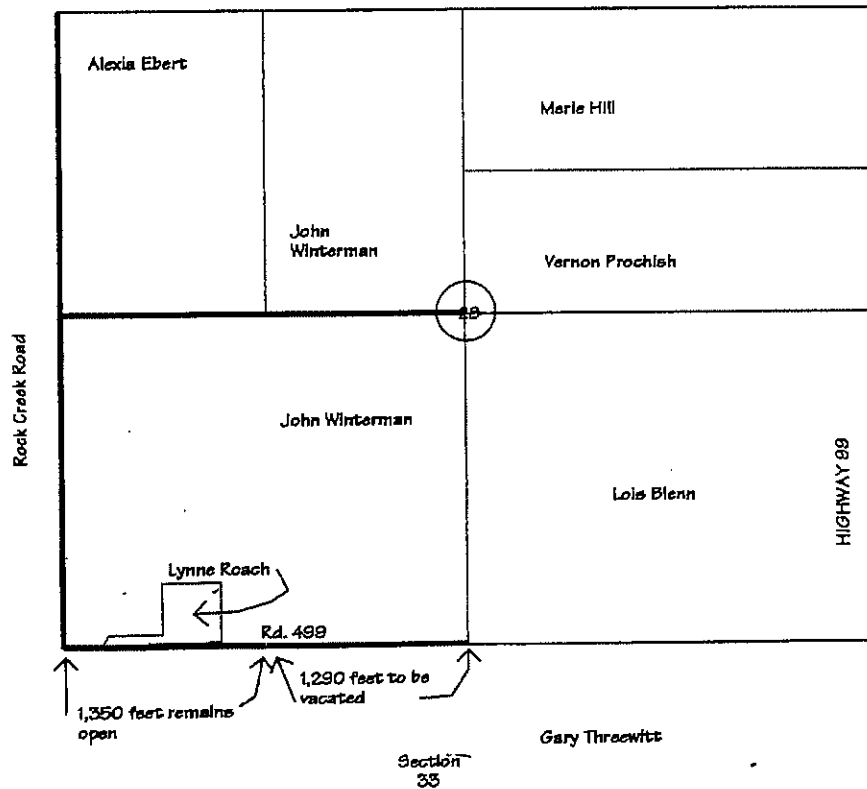
Proposed Vacation, June 9, 1997

For illustration purposes only - not to accurate scale

North



SECTIONS 28 of
Twp7- Range9



Scale = 1 mile

Detweiler Road

Viewers

Adam Scott
Saml Jones
R J Hyatt

7/1881

To the Board of County Commissioners of
Pottawatomie County, State of Kansas.

The undersigned resident householders
of Pottawatomie County do respectfully petition
your honorable board to appoint viewers at
your meeting in July 1881, to view and locate
the following described County road, to-wit:
Beginning at the Southwest corner of Section
twenty eight (28) in Township seven (7) of Range
nine (9) running thence East one mile one
section line to intersect County roads running
East and South.

J. L. Detweiler

David Stephens

William H. Steekroth

O. C. Bytall

A. C. Cochrane

Ed. Skene

H. H. Good

Charles Zabel

Geo. B. Church

Wm. Wilber

W. Garise

E. E. Emor

R. W. Gorce

L. L. Van Brunt

Know all men by these presents, that we
 J. Q. Detwiler as principal and
 as surety are held and firmly bound
 unto the State of Kansas in the sum of Fifty Dollars
 for the payment of which we bind ourselves, our
 heirs and administrators by these presents.

Dated this 2nd day of July 1881.

The above obligation is such, that whereas the
 above bounden J. Q. Detwiler with others, have
 petitioned the Board of County Commissioners
 of Pottawatomie County, Kansas, for the view and
 location of a certain road on the South line of Section
 28 T. 7 R. 9; Now in case the proceedings had in
 pursuance of said petition shall be finally confirmed
 and established, then the above obligation shall
 be void, otherwise of full force and effect.

J. Q. Detwiler
 Geo. R. Church

NO.

REPORT OF SURVEYOR.

Issued Sept 27th 1881

Filed 188.....

.....

.....

.....

(ROAD REC. NO. [REDACTED] 449)

To the Honorable Board of County Commissioners
of Pottawatomie County, Kansas.

GENTLEMEN:

I have the honor to report, that pursuant to your order of date August 5th
1887, in the matter of Locating of a certain Road as
petitioned for by J. L. Detwiler and others, I met with
(Adam Scott, Samuel Jones, and R. J. Wyatt) Viewers,
at the residence of J. L. Detwiler, in Rock Creek Township,
on the 6th day of September, 1887, and under the direction of said
Viewers proceeded to survey said road as petitioned for, conspicuously marking the same throughout,
and noting the courses and distances: and I do hereby certify, that the following is a correct return
of the survey of said road, and plat of the same, viz:

Commencing at the South West Corner of Section (28) Twenty-
Eight, in Town (7) Seven, of Range (9) nine. East of
the 6th Principal Meridian.
And running thence East one mile, (80.00 chains)
To the South East Corner of said Section.

S. W. Fulton
Co. Surveyor

449

Co. Road No 1.2 Detwiler Principal Pet

Township No. Seven Range No. Nine E. of the 6th Principal Meridian.

SEC. 30.	SEC. 29.	SEC. 28.	SEC. 27.	SEC. 26.	SEC. 25.
SEC. 31.	SEC. 32.	SEC. 33.	SEC. 34.	SEC. 35.	SEC. 36.

Vide Chap. 108, Session Laws of 1874.

It is the duty of Viewers, or a majority of them, to meet as provided in notification of County Commissioners, proceed to view the road as petitioned for, and to give to all parties a hearing.

In case of failure to meet upon the day designated, they may meet on the following day, without other notice, and in case of failure to meet on either day named, they should so report to the County Commissioners, as in that event they cannot legally act until new notice is given.

If so ordered by the County Commissioners, the County Surveyor shall meet with the Viewers, at the time and place named, to survey the road, and if deemed necessary, they may employ two persons as chain carriers, and one as marker.

The Viewers shall make and sign a report in writing, (or partly printed and written), stating their opinion in favor or against the establishment, alteration or vacation of road prayed for, and give their reason for same, which report shall be delivered to the County Clerk by one of the Viewers on or before the first day of the session of County Commissioners then next ensuing.

View, survey, location, etc., shall be as prayed for in petition, or as nearly so as a good road can be made at reasonable expense, taking into consideration the utility, convenience and inconvenience, and expense which will result to individuals, as well as to the public.

The width of all County roads shall be determined by the Viewers at the time of establishing the same, and it shall be not more than eighty nor less than forty feet: PROVIDED, that in case where a growing hedge or other permanent improvement, the removal of which would cause too great an expense the Viewers may determine the width of the road at no less than 30 feet; and in cases where a growing hedge or other permanent improvement, on or near one side of the proposed road, precludes the road being laid out equally on both sides of the line, the Viewers may establish all or any part of said road on the side of the section line not incumbered by improvements.

(Road Rec. No. 449)**VIEWER'S REPORT.**

To the Honorable Board of County Commissioners
of Pottawatomie County, Kansas.

GENTLEMEN:

In the matter of Locating of road, as
petitioned for by S. L. Detwiler and others, and upon which the
undersigned were appointed Viewers, at session of County Commissioners, held July
1881, we respectfully report, that pursuant to Commissioners notice, we met at the residence
of S. L. Detwiler in Rock Creek Township, Sept 6th 1881
and taking to our assistance ~~~~~ and ~~~~~
as Chain Carriers, and ~~~~~ as Marker, proceeded to view the route of
the road petitioned for, which was surveyed under our direction by S. W. Fuller
County Surveyor, the field notes and plat of which survey are hereto attached, and form part of this
report, and after careful deliberation we are of the opinion that said route is practicable, and of public
utility, and recommend that it be granted as located and surveyed, and that it be established and
opened forty feet wide.

Chapter 108, Session Laws 1874, Compensation Viewers, \$2.00 per day.
Chainman, \$1.50 per day.
Marker, \$1.50 per day.

FEES:

<u>Adam Scott</u>	1 day as Viewer,	\$ <u>2.00</u>
<u>Sam Jones</u>	1 day as Viewer,	\$ <u>2.00</u>
<u>R. S. Wyatt</u>	1 day as Viewer,	\$ <u>2.00</u>
<u>~~~~~</u>	day as Chainman,	\$ <u>~~~~~</u>
<u>~~~~~</u>	day as Chainman,	\$ <u>~~~~~</u>
<u>~~~~~</u>	day as Marker,	\$ <u>~~~~~</u>

Respectfully Submitted,

Adam Scott
R. S. Wyatt
Sam Jones } VIEWERS.

Westmoreland Penn

Sept 6th 1881

To The receivers on Receel petition
to locate receel Run on the south
line of section 28 - Town 7 Range
2 Potterdome Co. Penn. The
undersigned asks ~~damage~~ in
the amount of \$60.00 for right
of way along the south line
of the south half of the south
East quarter of section 28 -
as above stated W L Resing

We think this road is of as much
benefit as damage. Fenced already
Set in for a road.

9-6-1881

449.

Westmoreland Kansas

Sept. the 6th 1881

To the viewers on road petition
to locate a road running
on north line of section 33
Town 7 Range 9 Pottawatomie
Co Kansas. The undersigned asked
damnage to the amount of
\$20 for right of way along
the north line of the North West
1/4 of section 33 as above stated
Joseph Siddens

We think this road is as much benefit
as the damage - open land and no fence
to be moved

9-6-1881

Vide Chap. 108, Session Laws of 1874.

At the same time Viewers make a report of the view of a road, they shall also make a separate report, stating the amount of damages, if any, determined by them to have been sustained by any person or persons through whose premises the road is proposed to be established, and name of person in whose favor damages have been awarded, with amount of each, and submitting with their report, the written applications on which assessments have been made.

Viewers shall not assess or award damages to parties, unless said parties have been duly notified by one of the petitioners of the application and proceedings to be had, shall have filed with the Viewers a written application for damages, giving a description of the premises on which damages or compensation are claimed, at the time of view or hearing.

(Road Rec. No. 949)

Viewer's Report of Damages Claimed and Awarded.

To the Honorable Board of County Commissioners
of Pottawatomie County, Kansas.

GENTLEMEN:

In the matter of Locating of road, as
petitioned for by S. L. DeWilder and others, and upon which the
undersigned were appointed Viewers, at session of County Commissioners, held July
1881, we respectfully report, that pursuant to Commissioners notice, we met at the residence
of S. L. DeWilder in Rock Creek Township, Sept 6th 1881
and proceed to view said road as set forth in our report of view
rendered, and that the following is a complete list of persons (Owners, Agents or Guardians), who have
filed claim with us for damages or compensation, by reason of the location, and establishment of said
proposed road, and the amounts awarded to each by us, viz:

NAME	Owner, Agent, or Guardian	Fractional Part of Section	S.	T.	R.	No. of Acres Appro- pri- ated	Amount Claimed	Amount Awarded by Viewers	Commissioners Revision
<u>H. L. Resing</u>	<u>Owner</u>	<u>5 1/2 q / 36</u>	<u>28</u>	<u>7</u>	<u>9</u>		<u>60.00</u>	<u>—</u>	
<u>Joseph Siddons</u>	<u>"</u>	<u>NW</u>	<u>33</u>	<u>7</u>	<u>9</u>		<u>20.00</u>	<u>—</u>	
<u>Carl Bershears</u>	<u>"</u>	<u>NE</u>	<u>33</u>	<u>7</u>	<u>9</u>		<u>15.00</u>	<u>8.00</u>	
TOTALS,									

Respectfully Submitted,

Adam Scott
R. J. Wyatt
Sam Jones

VIEWERS.

449

First Published in the Westmoreland Recorder November 15, '73 Subsequently,
November 22, 1973 and November 22, 1973.

NOTICE TO VACATE
A PORTION OF PUBLIC ROAD
IN Rock Creek Township
POTTAWATOMIE COUNTY, KANSAS

Take notice that the Board of County Commissioners of Pottawatomie County, Kansas, deems it advisable and intends to vacate, under authority of Sec. 68-102 of the 1957 Supplement to the General Statutes of 1949, the following described road in Pottawatomie County, Kansas to wit:

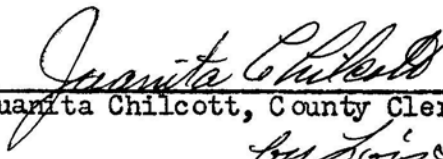
That portion of Road No. 449 described as follows:
Beginning at the southeast corner of Section 28, T7S,
R9E, Pottawatomie County, Kansas, thence westerly one-
half mile.

That portion of Road No. 646 described as follows:
Beginning at the northeast corner of the southeast quarter
of Section 28, T7S, R9E, Pottawatomie County, Kansas, thence
westerly one-half mile.

Because said road above described is not a public utility by reason of neglect non-use, inconvenience and other causes, the said road is practically impassable and the necessity for said road as a public utility does not justify the expenditure of the necessary funds to repair said road or put the same in condition for public travel.

A hearing on the matter of vacation of said road, above described, will be on Monday Dec. 3, 1973, at 1:30 P.M. of said day at the Office of the County Commissioners in the Court House at Westmoreland, Pottawatomie County, Kansas, and anyone having any objection to the vacating of said road will be heard at that time.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS,
POTTAWATOMIE COUNTY, KANSAS.



Juanita Chilcott, County Clerk

by Lois Taylor, Jr.

44/9

ORDER VACATING HIGHWAY

WHEREAS, That portion of the township highway in Rock Creek Township, in Pottawatomie County, Kansas, and described as follows:

That portion of Road No. 449 described as follows:
Beginning at the southeast corner of section 28, T7S, R9E, Pottawatomie County, Kansas, thence westerly one-half mile.

That portion of Road No. 646 described as follows:
Beginning at the northeast corner of the southeast quarter of Section 28, T7S, R9E, Pottawatomie County, Kansas, thence westerly one-half mile.

by reason of neglect, nonuse, inconvenience, and other causes has become and is now practically impassible and the necessity for said road as a public utility does not justify the expenditure of the necessary funds to repair said road or put the same in condition for public travel, and

WHEREAS, under authority of Chapter 265 of the Laws of Kansas for 1945, the Board of County Commissioners of Pottawatomie County, Kansas, is authorized to vacate said road above described, and

WHEREAS, the Board of County Commissioners of Pottawatomie County, Kansas, finds that said road above described is not a public utility for the reasons hereinbefore set forth;

NOW, THEREFORE, It is hereby ordered, by The Board of County Commissioners of Pottawatomie County, Kansas, at the regular December 3, 1973 session of said Board, all members being present, that that portion of the township highway in Rock Creek Township, in Pottawatomie County, Kansas, and described as follows:

That portion of Road No. 449 described as follows:
Beginning at the southeast corner of section 28, T7S, R9E, Pottawatomie County, Kansas, thence westerly one-half mile.

That portion of Road No. 646 described as follows:
Beginning at the northeast corner of the southeast quarter of Section 28, T7S, R9E, Pottawatomie County, Kansas, thence westerly one-half mile.

be and the same hereby is vacated.

Dated at Westmoreland, Kansas, this 3rd day of December 1973.

THE BOARD OF COUNTY COMMISSIONERS OF
POTTAWATOMIE COUNTY, KANSAS:

By Gerald P. [Signature]
Chairman

By J. Dennis Holt
Member

By Chute [Signature]
Member

ATTEST:

Joanna Chilcote
County Clerk

ORDER OF THE COUNTY COMMISSION

CONTROL NUMBER L-4

VACATION NUMBER _____

ORDER VACATING HIGHWAY

WHEREAS, that portion of the township highway in Rock Creek Township, in Pottawatomie County, Kansas described as follows:

Vacation of road 449

A portion of Road number 449 (40' wide) beginning 1,350 feet East from the SW corner of Section 28-7-9; then East 1,290 feet to the SE corner of 28-7-9; more accurately described in road packet 449 in the surveyor's description.

by reason of neglect, nonuse, inconvenience, and other causes has become and is now practically impassible and the necessity for said road as a public utility does not justify the expenditure for the necessary funds to repair said road or put the same in condition for public travel, and

WHEREAS, under authority of K.S.A 68-102, the Board of County Commissioners of Pottawatomie County, Kansas, is authorized to VACATE said road above described, and

WHEREAS, after the landowner petitioned for the vacation, publication, notice and hearing as provided by law, the Board of County Commissioners of Pottawatomie County, Kansas, finds that said road above described is not a public utility for the reasons herein set forth:

NOW THEREFORE, It is hereby ordered by the Board of County Commissioners of Pottawatomie County, Kansas at a regular session of said Board, three members being present, that the portion of the township highway in Rock Creek Township in Pottawatomie County, Kansas be and the same hereby VACATED and the land so vacated shall revert back to the adjoining land and easement holders and/or assignees as their interests may appear.

STATE OF KANSAS
POTTAWATOMIE COUNTY
This instrument was filed for record on the
10th day of June
AD 19 97 at 3:30 o'clock P M
and duly recorded in book 307
page 95 fee \$10.00
Diana Siegle
Register of Deeds
Bonnie Taylor Deputy

ORIGINAL
COMPARED WITH RECORD



Dated at Westmoreland, Kansas this 9th day of June, 1997

THE BOARD OF COUNTY COMMISSIONERS
OF POTTAWATOMIE COUNTY, KANSAS

BY [Signature]
Chairman

BY [Signature]
Member

BY [Signature]
Member



ATTEST

[Signature]
Susan Figge, County Clerk

Property Owners:

1. WINTERMAN, JOHN , 16780 ELM SLOUGH ROAD , WAMEGO, KS 66547
2. THREEWIT, GARY R , BOX 131 , WESTMORELAND, KS 66549

Vacation control L-4

Notice in the: **St. Marys Star**
on: **May 22, 1997**

Hearing - Monday, June 9, 1997

Sketch Map
Road Number 449
Vacation Control Number L-4 (1997)

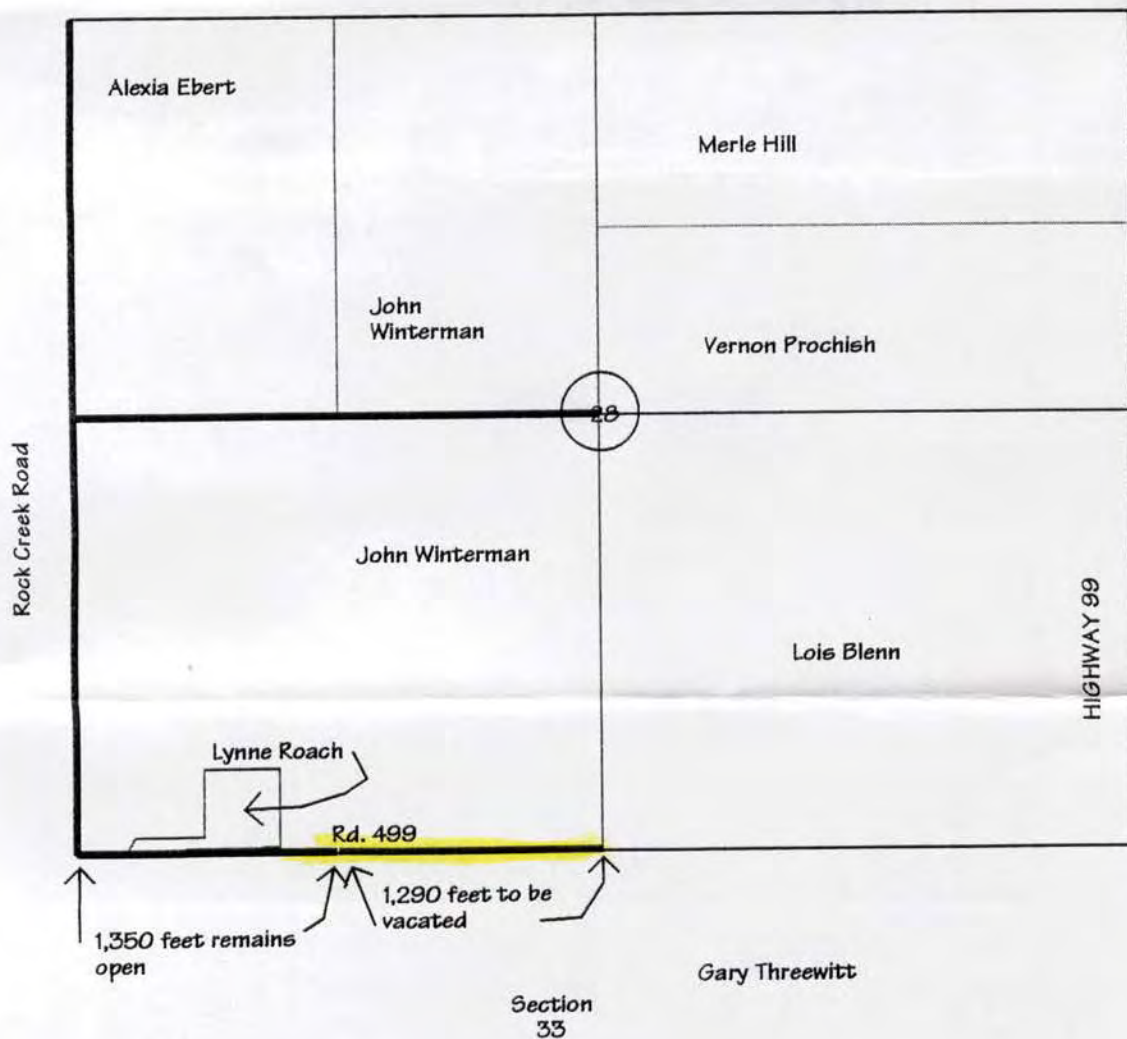
Proposed Vacation, June 9, 1997

For illustration purposes only - not to accurate scale

North



SECTIONS 28 of
Twsp7- Range9



Scale = 1 mile

First District
Wes Holt, Olsburg

Second District
John Lichtenhan, Wamego

Third District
Richard D. Carlson, St. Marys

BOARD OF COUNTY COMMISSIONERS
Pottawatomie County
207 N. 1st Street Box 187
WESTMORELAND, KANSAS 66549

Phone 913/4573762
or 457-3314
Fax 913/457-3507

NOTICE TO VACATE A PUBLIC ROAD

The Board of County Commissioner of Pottawatomie County, Kansas has by motion, on Monday, May 19, 1997 adopted a proposal to vacate a county road in Rock Creek Township described below:

Vacation of road 449

A portion of Road number 449 (40' wide) beginning 1,350 feet East from the SW corner of Section 28-7-9; then East 1,290 feet to the S ¼ corner of 28-7-9; more accurately described in road packet 449 in the surveyor's description.

This notice shall be published once in the official county newspaper to comply with K.S.A. 68-102a. The proceedings for a hearing and award of property damages, if any, and the adoption of the vacation order by resolution shall be held on **Monday, June 9, 1997 at 1:30 PM** in the office of the Pottawatomie County Commission, County Office Building, Westmoreland, Kansas.

**BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
POTTAWATOMIE COUNTY, KANSAS**

Richard D. Carlson, Member
Wes Holt, Chair
John Lichtenhan, Member

ATTEST:

Original Signed
Susan Figge, County Clerk

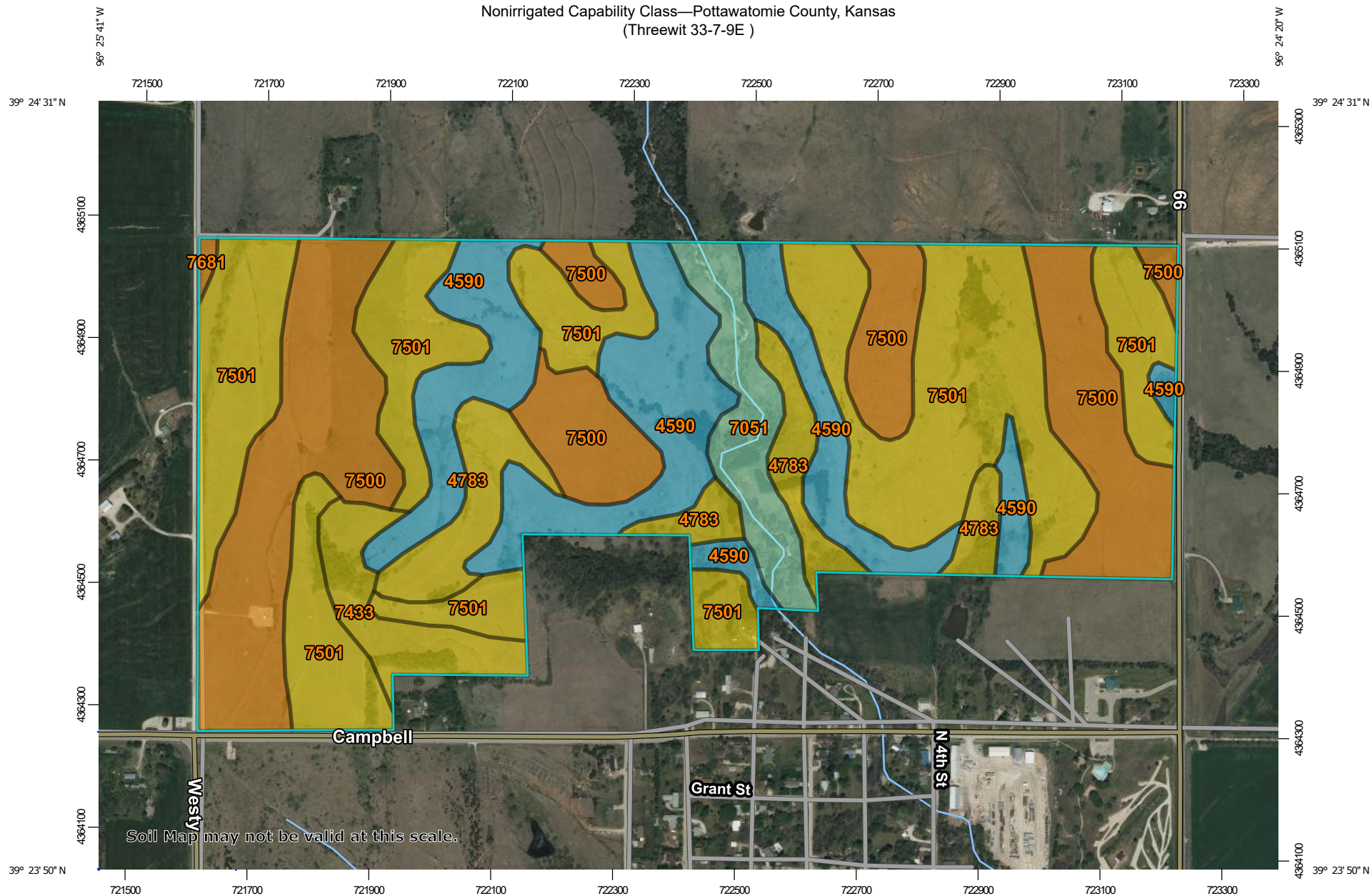
Property Owners:

1. WINTERMAN, JOHN , 16780 ELM SLOUGH ROAD , WAMEGO, KS 66547
 2. THREEWIT, GARY R , BOX 131 , WESTMORELAND, KS 66549
- Road Control Number L-4

Notice in the: **St. Marys Star**
on: **May 22, 1997**

Hearing - Monday, June 9, 1997

Nonirrigated Capability Class—Pottawatomie County, Kansas
(Threewit 33-7-9E)



Map Scale: 1:8,850 if printed on A landscape (11" x 8.5") sheet.

0 100 200 400 600 Meters

0 400 800 1600 2400 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

6/18/2026
Page 1 of 5

Nonirrigated Capability Class—Pottawatomie County, Kansas
(Threewit 33-7-9E)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Capability Class - 1
 Capability Class - 2
 Capability Class - 3
 Capability Class - 4
 Capability Class - 5
 Capability Class - 6
 Capability Class - 7
 Capability Class - 8
 Not rated or not available

Soil Rating Lines

 Capability Class - 1
 Capability Class - 2
 Capability Class - 3
 Capability Class - 4
 Capability Class - 5
 Capability Class - 6
 Capability Class - 7
 Capability Class - 8
 Not rated or not available

Soil Rating Points

 Capability Class - 1
 Capability Class - 2

 Capability Class - 3
 Capability Class - 4
 Capability Class - 5
 Capability Class - 6
 Capability Class - 7
 Capability Class - 8
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pottawatomie County, Kansas
 Survey Area Data: Version 26, Aug 26, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4590	Clime-Sogn complex, 3 to 20 percent slopes	6	46.0	18.7%
4783	Tully silty clay loam, 3 to 7 percent slopes	3	19.1	7.8%
7051	Kennebec silt loam, frequently flooded	5	12.6	5.1%
7433	Morrill loam, 3 to 7 percent slopes	3	9.4	3.8%
7500	Pawnee clay loam, 1 to 4 percent slopes	2	67.1	27.3%
7501	Pawnee clay loam, 4 to 8 percent slopes, eroded	3	91.2	37.1%
7681	Wymore silty clay loam, 1 to 3 percent slopes	2	0.5	0.2%
Totals for Area of Interest			246.0	100.0%

Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Abbreviated 156 Farm Record

Operator Name : CAROL THREEWIT
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
264.49	63.13	63.13	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	63.13		0.00		0.00	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, OATS, SORGH

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	28.50	0.00	36	
Oats	13.20	0.00	50	
Grain Sorghum	20.90	0.00	67	
TOTAL	62.60	0.00		

NOTES

Tract Number : 3195
Description : NW4LESS5AS2;110ANE4 33-7-9
FSA Physical Location : KANSAS/POTTAWATOMIE
ANSI Physical Location : KANSAS/POTTAWATOMIE
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : CAROL THREEWIT
Other Producers :
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
264.49	63.13	63.13	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 3195 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	63.13	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	28.50	0.00	36
Oats	13.20	0.00	50
Grain Sorghum	20.90	0.00	67
TOTAL	62.60	0.00	

NOTES

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Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Int Use	Irr Pr	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Planting Date	Planting Period	End Date
3195	1	CRP	025		N	C	N	I	A			1.61			Yes			01	2027
Producer OO - CAROL THREEWIT																			
	2	CRP	025		N	C	N	I	A			38.71			Yes			01	2027
Producer OO - CAROL THREEWIT																			
	3	CRP	025		N	C	N	I	A			14.96			Yes			01	2027
Producer OO - CAROL THREEWIT																			
	4	CRP	025		N	C	N	I	A			0.76			Yes			01	2027
Producer OO - CAROL THREEWIT																			
	5	CRP	025		N	C	N	I	A			7.09			Yes			01	2027
Producer OO - CAROL THREEWIT																			
	8A	GRASS	NAG	GZ	N	C	N	I	A			174.00			No		01/01/2000	01	CC
Producer OT - [REDACTED]																			
Tract 3195 Summary																			
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01 CRP	025		N	A	63.13	01	GRASS	NAG	GZ	N	A	174.00							
Photo Number/Legal Description: NW4LESSAS2;110ANE4 33-7-9																			
Cropland: 63.13																			
Reported on Cropland: 63.13																			
Difference: 0.00																			
Reported on Non-Cropland: 174.00																			

Operator Name and Address
CAROL THREEWIT
PO BOX 131
WESTMORELAND, KS 66549-0131

Original: JMJ
Revision: _____
Cropland: 63.13
Farmland: 264.49

REPORT OF COMMODITIES

FARM SUMMARY

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		Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
CAROL THREEWIT		CRP	025	100.00										
		GRASS	NAG	100.00										
PP	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Determined Quantity	PP	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
01	CRP	025		N	A	63.13	01	GRASS	NAG	GZ	N	A	174.00	

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm(s) as applicable. I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

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Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Int Use	Irr Pr	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date
3195	1	CRP	025		N	C	N	I	A			1.61		Yes				01	2027
Producer OO - CAROL THREEWIT																			
2	CRP	025			N	C	N	I	A			38.71		Yes				01	2027
Producer OO - CAROL THREEWIT																			
3	CRP	025			N	C	N	I	A			14.96		Yes				01	2027
Producer OO - CAROL THREEWIT																			
4	CRP	025			N	C	N	I	A			0.76		Yes				01	2027
Producer OO - CAROL THREEWIT																			
5	CRP	025			N	C	N	I	A			7.09		Yes				01	2027
Producer OO - CAROL THREEWIT																			
8A	GRASS	NAG		GZ	N	C	N	I	A			174.00		No			01/01/2000	01	2099
Producer OT - [REDACTED]																			
Tract 3195 Summary																			
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty		
01 CRP	025		N	A	63.13	01 GRASS	NAG	GZ	N	A	174.00	01 CRP	025						
Photo Number/Legal Description: NW4LESSAS2;110ANE4 33-7-9																			
Cropland: 63.13																			
Reported on Cropland: 63.13																			
Difference: 0.00																			
Reported on Non-Cropland: 174.00																			

Operator Name and Address
CAROL THREEWIT
PO BOX 131
WESTMORELAND, KS 66549-0131

Original: KLA
Revision: KLA
Cropland: 63.13
Farmland: 264.49

REPORT OF COMMODITIES

FARM SUMMARY

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CAROL THREEWIT		Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
		CRP	025	100.00										
		GRASS	NAG	100.00										
PP	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Determined Quantity	PP	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
01	CRP	025		N	A	63.13	01	GRASS	NAG	GZ	N	A	174.00	

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Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date		
3195	1	GRASS	NAG	LS	N	C	N	I	A				1.61		Yes					01	2099		
Producer OO - CAROL THREEWIT																							
	2	GRASS	NAG	LS	N	C	N	I	A				38.71		Yes			NAP Unit 3735	Signature Date	01	2099		
Producer OO - CAROL THREEWIT																							
	3	GRASS	NAG	LS	N	C	N	I	A				14.96		Yes			NAP Unit 3735	Signature Date	01	2099		
Producer OO - CAROL THREEWIT																							
	4	GRASS	NAG	LS	N	C	N	I	A				0.76		Yes			NAP Unit 3735	Signature Date	01	2099		
Producer OO - CAROL THREEWIT																							
	5	GRASS	NAG	LS	N	C	N	I	A				7.09		Yes			NAP Unit 3735	Signature Date	01	2099		
Producer OO - CAROL THREEWIT																							
	8A	GRASS	NAG	GZ	N	C	N	I	A				174.00		No			NAP Unit 3735	Signature Date	01/01/2000	01	2099	
Producer OT - [REDACTED]																							
Tract 3195 Summary																							
PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01 GRASS	NAG	LS	N	A	63.13	01 GRASS	NAG	GZ	N	A	174.00	01 GRASS	NAG	GZ	N	A	174.00	01 GRASS	NAG	LS	N	A	174.00
Photo Number/Legal Description: NW4LESSAS2;110ANE4 33-7-9																							
Cropland: 63.13																							
Reported on Cropland: 63.13																							
Difference: 0.00																							
Reported on Non-Cropland: 174.00																							

Operator Name and Address
CAROL THREEWIT
PO BOX 131
WESTMORELAND, KS 66549-0131

Original: KLA
Revision: KLA
Cropland: 63.13
Farmland: 264.49

REPORT OF COMMODITIES

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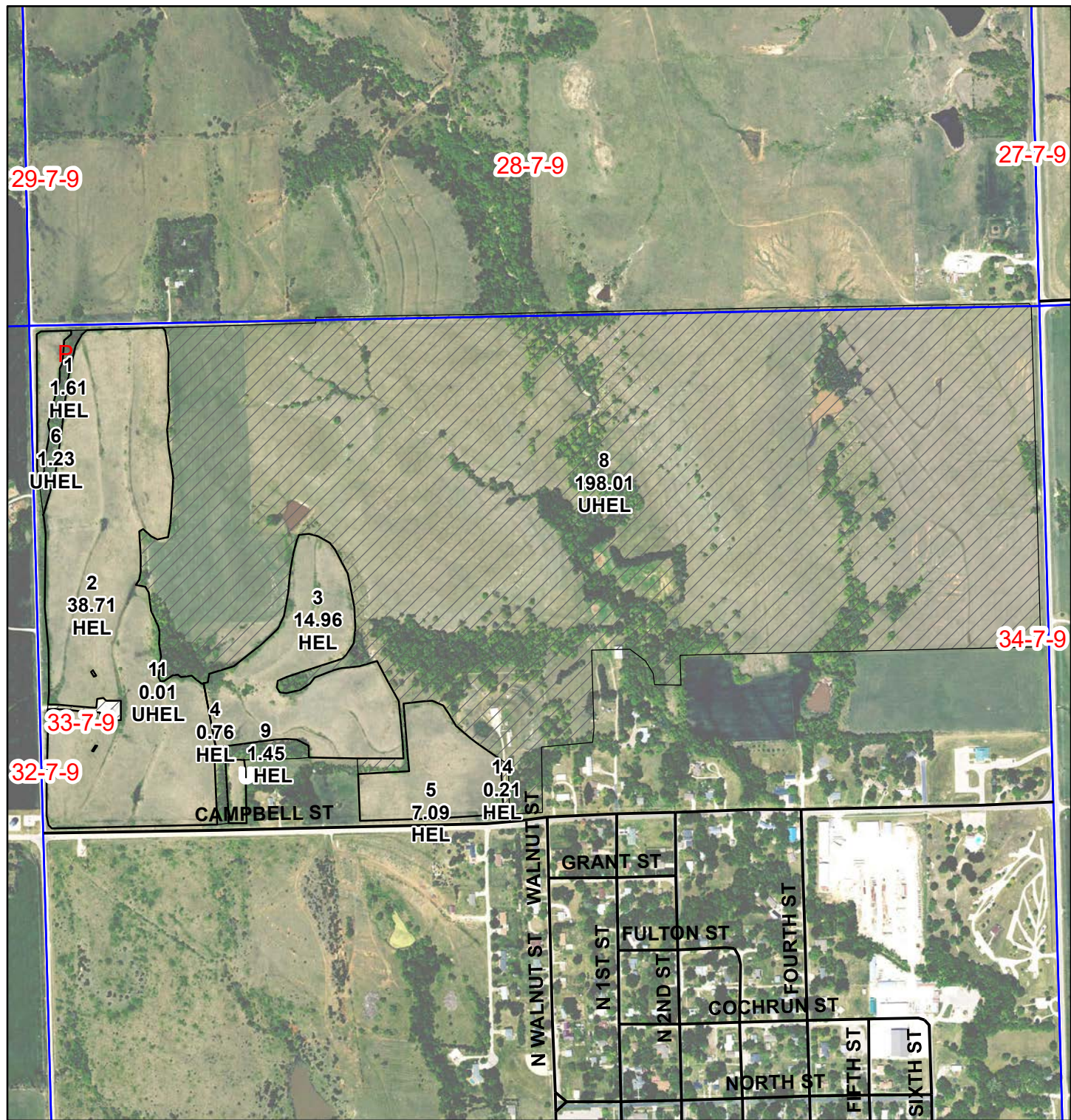
		Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
CAROL THREEWIT		GRASS	NAG	26.62										
		GRASS	NAG	73.38										
PP	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Determined Quantity	PP	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Determined Quantity
01	GRASS	NAG	GZ	N	A	174.00	01	GRASS	NAG	LS	N	A	63.13	

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Producer's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date
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United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). USDA is an equal opportunity employer, lender and provider.



United States Department of Agriculture Farm Service Agency

Pottawatomie County

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

localroads_1_ksall_utm14

plss_a_ks149

Land Class

- Cropland
- ▨ Not Cropland

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |



Map created on 11/21/2025

Farm: 5243

Tract: 3195

2026 crop year

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 81.98	10. Identification of CRP Land <i>(See Page 2 for additional space)</i>				
9B. Annual Contract Payment	\$ 5,175.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	3195	1	CP25	1.61	\$ 65.00
<i>(Item 9C is applicable only when the first year payment is prorated.)</i>		3195	2	CP25	38.71	\$ 1,558.00
		3195	3	CP25	14.96	\$ 602.00

A(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i> CAROL THREEWIT PO BOX 131 WESTMORELAND, KS66549-0131	(2) SHARE 100.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
B(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
C(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), the American Relief Act, 2025 (Pub. L. 118-158), Continuing Appropriations, Agriculture, Legislative Branch, Military Construction and Veterans Affairs, and Extensions Act, 2026 (Pub. L. 119-37), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

CONTINUATION OF ITEM 10 – Identification of CRP Land

[illegible]

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30.106, 58-30.107, and 58-30.113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Supervising/branch broker

Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017